



City of Colleyville City Council Agenda

City Hall
100 Main Street
Colleyville, Texas 76034
817.503.1000
www.colleyville.com

Monday, November 1, 2021

**WORKSESSION
5:30 PM
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR**

CALL TO ORDER

- WS-1** Update on the Northern Gateway
- WS-2** Discussion of the drainage fee structure and analysis of the impervious area
- WS-3** Discussion of changing the dates of the regularly scheduled 2022 City Council Meetings
- WS-4** Discussion of the November 1, 2021, City Council regular agenda items

1. EXECUTIVE SESSION - In accordance with Texas Government Code, Chapter 551, Subchapter D

Section 551.071 - Legal - Consultation with attorney on legal issues raised by items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding contemplated and/or pending litigation, including: Glade Road eminent domain case for Parcel 150

Section 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities, including: Acquisition of real property along SH26

Section 551.087 – Economic Development - Discuss or deliberate regarding commercial or financial information the City has received from business prospects the City seeks to have locate, stay, or expand in the City and with which the City is conducting economic development negotiations; deliberate the offer of a financial or other incentive to a business prospect

**REGULAR MEETING
7:30 P.M.
CITY COUNCIL CHAMBERS**

INVOCATION: Pastor Lanre Sobo, Glory House
PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

- 2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-21-4664**
- 3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**
Announcements of civic and charitable events
Presentation of calendar events and updates
Announcements of awards and recognition
- 4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-21-4665**
 - 4a** Approval of the minutes of the regular City Council meeting of October 19, 2021
 - 4b** Approval of a construction contract with Scott Beck Construction, Inc., for the City Hall and Library Interior Finishes Renovation Project, in an amount not to exceed \$545,669.32, and a contingency amount not to exceed \$50,000, and authorizing the City Manager to execute the contract
 - 4c** Approval of a Professional Services Agreement with MAS Consulting Engineers, in an amount not to exceed \$168,000, for the design of the Water Project 18: Pecan Park Water and Drainage Improvements Project, and authorizing the City Manager to execute the agreement
- 5. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**
 - 5a Ordinance O-21-2180**
Consideration of a zoning change from AG Agricultural district to R-40 Single Family Residential district for Tract 2F01, Abstract 1692, Joseph White Survey, located at 6113 Hunter Lane, Case ZC21-026
 - 5b Ordinance O-21-2181**
Appointing a municipal court judge and associate judge for the combined Municipal Court for the City of Colleyville and the City of Keller

6. TABLED ORDINANCE(S): READING AND PUBLIC HEARING**6a Ordinance O-21-2174**

WITHDRAWN BY APPLICANT - OCTOBER 21, 2021 - Consideration of an amendment to the PUD-R Planned Unit Development-Residential district, specifically to amend the regulations for garage door building materials, for Lots 1-12, Block 1, The Villas at Windsor Steele, located at 5101-5145 Roberts Road, Case ZC21-018

7. RESOLUTION(S): READING AND PUBLIC HEARING**7a Resolution R-21-4666**

Consideration of a Minor Plat with a Plat Waiver for Street Frontage for Tract 2LL, Abstract 1248, Thomas J Polson Survey, located at 4813 Ford Court, Case PC21-015

7b Resolution R-21-4667

A resolution approving the City's participation in the state of Texas' Opioid Litigation Settlement and adopting the Texas Term Sheet

8. CITIZEN COMMENTS**9. REPORTS**

Colleyville Library Board Minutes - August 9, 2021

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR MONDAY, NOVEMBER 1, 2021 - READING AND PUBLIC HEARING - RESOLUTION R-21-4668**11. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, October 29, 2021* by 5:00 p.m.

Angela Larson
Assistant City Secretary

A quorum of any Colleyville board, commission, or committee may be present at this meeting.

Any matter on this agenda may, at the discretion of the governing body, be opened for public comment and discussion.

If you plan to attend this public meeting and have a disability that requires special accommodations, please advise the City Secretary at least 48 hours in advance at 817.503.1133, and reasonable accommodations will be made to assist you.



City of Colleyville City Council Agenda Briefing

City Hall
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Agenda Number WS-1

Agenda Date 11/1/2021

Type Worksession

Department Economic Development

Title

Update on the Northern Gateway

Explanation

This agenda item provides for a presentation and discussion of the Northern Gateway property. Consultants from Masterplan and Omniplan will present information including possible processes for how site development occurs and cost estimates for the conceptual plans prepared earlier this year.

Attachments

1. Northern Gateway Presentation



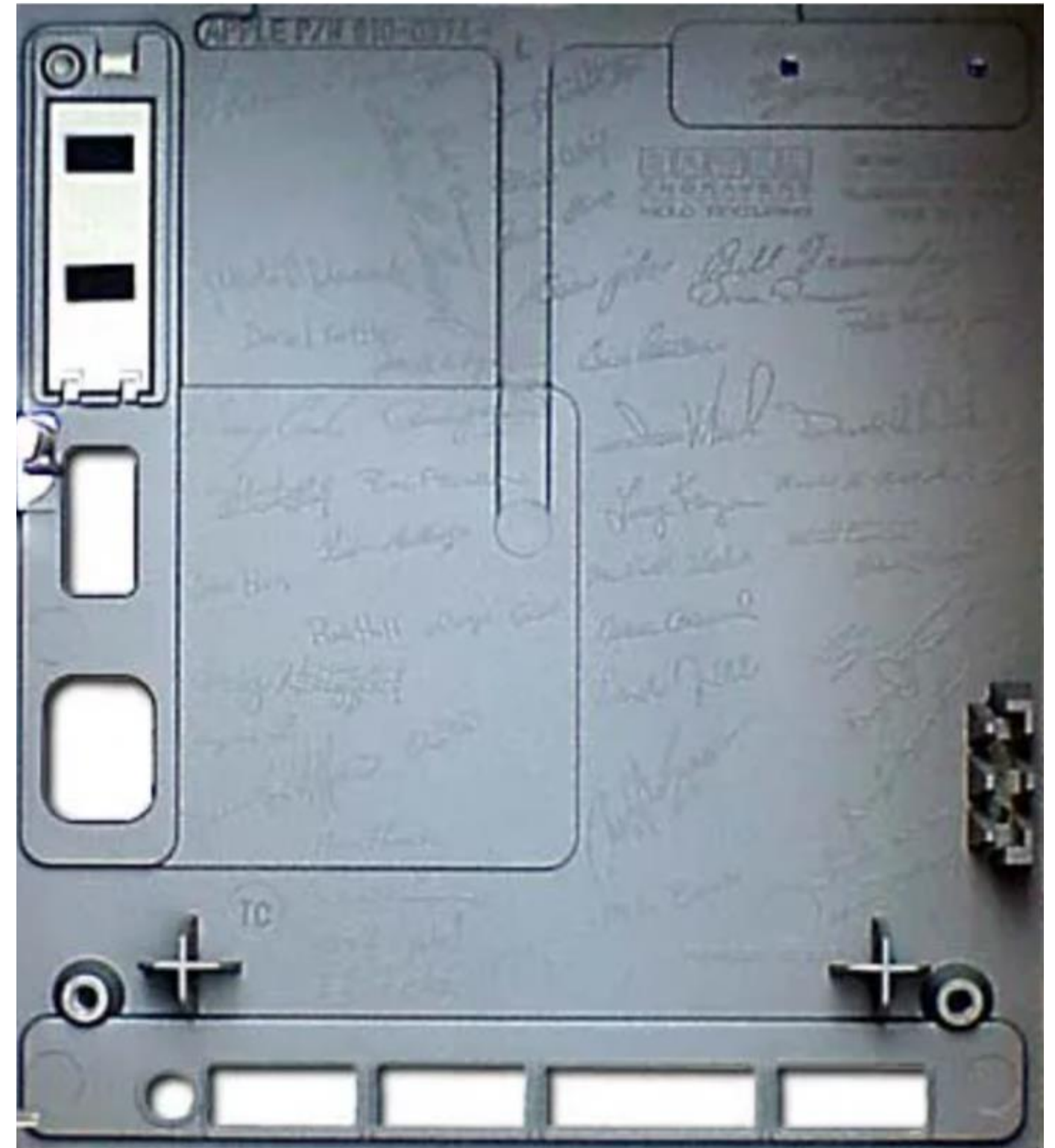
Masterplan

OMNIPLAN

Dallas Cothrum, Ph. D.
City Council Meeting
1 November 2021



“Real artists sign their work.”
-Steve Jobs



January 1984

Options

Sale

Lease

Highly Restrictive Ordinance That Dictates Development

Requests for Quotes/Requests for Proposals

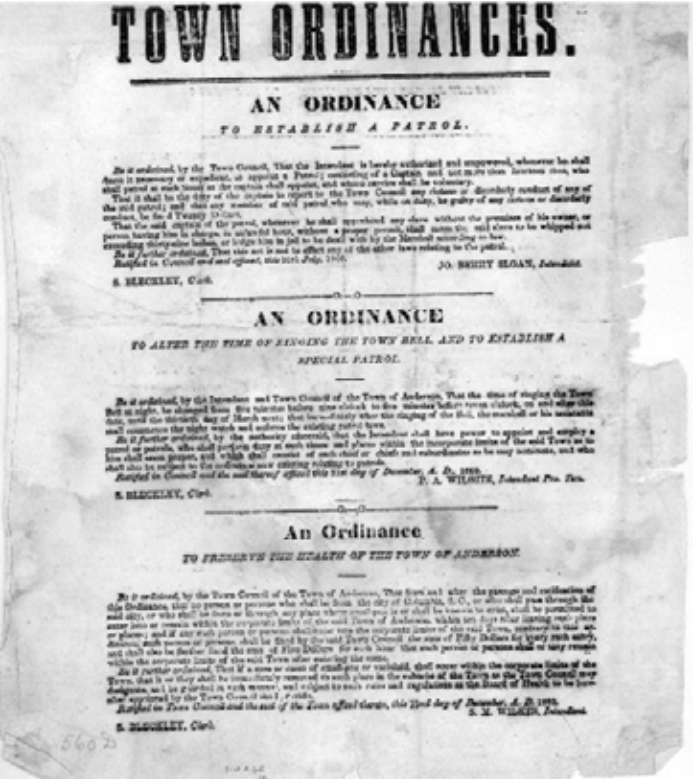
Patience



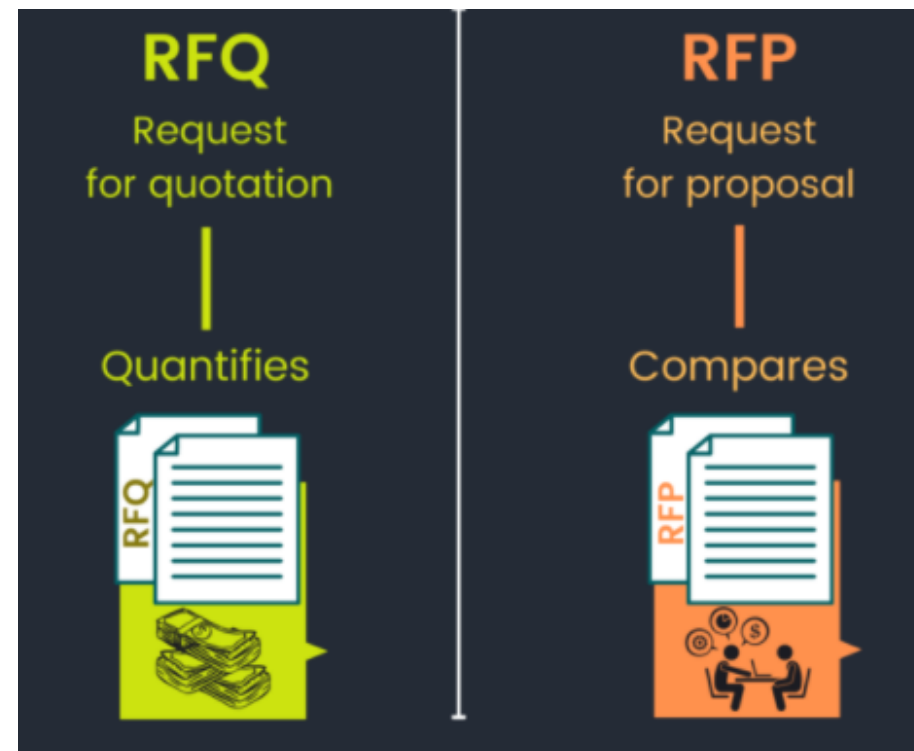
Pro	Con
Generate immediate ROI	No control on end users
Swiftest path to show some development	Hodge podge of uses
No requirement for subsidy	Inferior quality
	Less sales tax in long run
	Impossible to predict course of development



Pro	Con
Generate immediate ROI	Developer controls timing of development and quality
No requirement for subsidy	Potential for strained relationship with developer
	No assurance on quality
	Impossible to predict course of development
	Could complicate matters for lenders
	Developer can't depreciate the asset that goes with ground lease



Pro	Con
Additional level of control	Fewer developers, investors, lenders interested
Ability to control quality	Pace dictated by others
	Control is over long term, not individual decisions
	Developer can't depreciate the land
	Subsidy needed



Pro	Con
Developers propose economic models that work for them	Subsidy likely necessary
Quality is assured	
Ability to do it in phases	
More sales tax	
Ability to set requirements and select developer	



Pro	Con
Population in DFW continues to grow. Soon will pass Chicago for metro population.	Does not generate ad valorem or sales tax
Ensures quality development	Requires citizens to also be patient
Could include temporary open space uses	



Masterplan

1981



The Vision

Create an urban center that takes advantages of its natural environment and will attract people to a unique dining, shopping and leisure experience. Allowing people to connect through carefully curated spaces that will merge with the community and the environment.





The Environment

A new vibrant destination with a small town charm and a green backdrop. The inviting and lush sidewalks will give life to an urban environment. Its connection to nature, water, parks and trails will give it a unique spatial quality and feel for people to return and come back time and time again for a memorable family experience.



The Character

A space for the community to enjoy and connect with nature and experience a variety of cultural events.



The Place

An energized outdoor environment that promotes an active and healthy lifestyle.

MASTERPLAN- FINAL PLAN

- RETAIL / F&B
- HOTEL
- OFFICE
- RETAIL "COTTAGES"

AREAS

RETAIL/RESTAURANT 62K
798 PARKING SPACES

HOTEL 4 LVLS 160 KEYS
240 PARKING SPACES

TOTAL SURFACE PRKG
1,038 PARKING SPACES

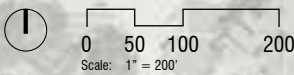
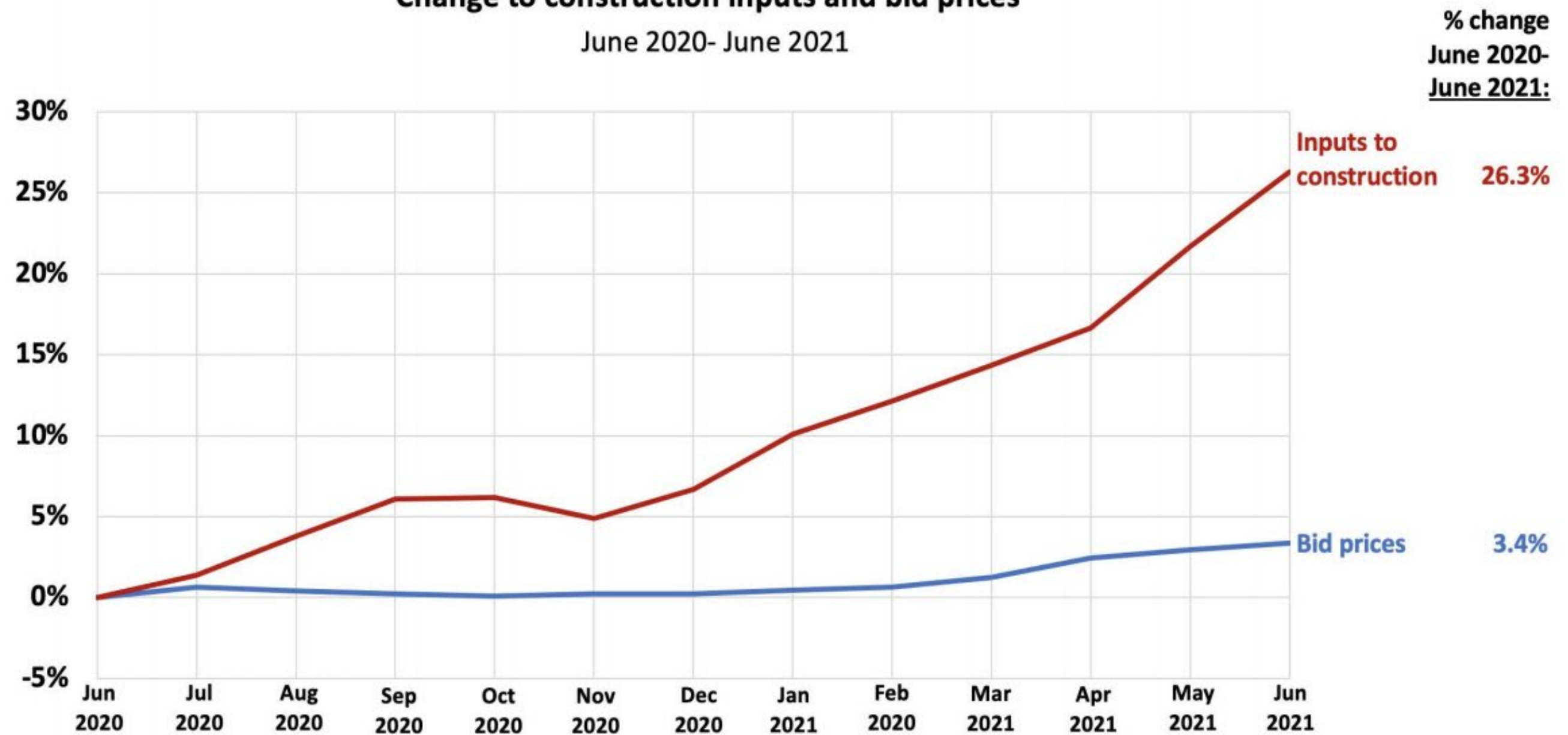


FIGURE 1

Change to construction inputs and bid prices

June 2020- June 2021



Source: Bureau of Labor Statistics, producer price indexes (PPIs) for new nonresidential building construction (bid prices) and inputs to construction, not seasonally adjusted

ESTIMATE OF DEVELOPMENT COSTS

Mar-21

		City	Developer	Future
Site Development	Sitework + Parking	5,157,844	5,226,206	3,007,500
	Trail Improvements			4,492,954
	Pedestrian Bridges		225,000	
	Lawns		1,943,325	
	Lighting		750,000	
	Utilities	3,443,000		
Buildings	Building Construction		14,708,000	
Soft Costs	General Contractor	886,296	2,196,472	732,192
	Design Fees	671,973	1,665,323	584,324
	Contingency	627,655	1,555,493	545,787
		10,786,768	28,269,819	9,362,757



City of Colleyville City Council Agenda Briefing

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Agenda Number WS-2

Agenda Date 11/1/2021

Type Worksession

Department Engineering

Title

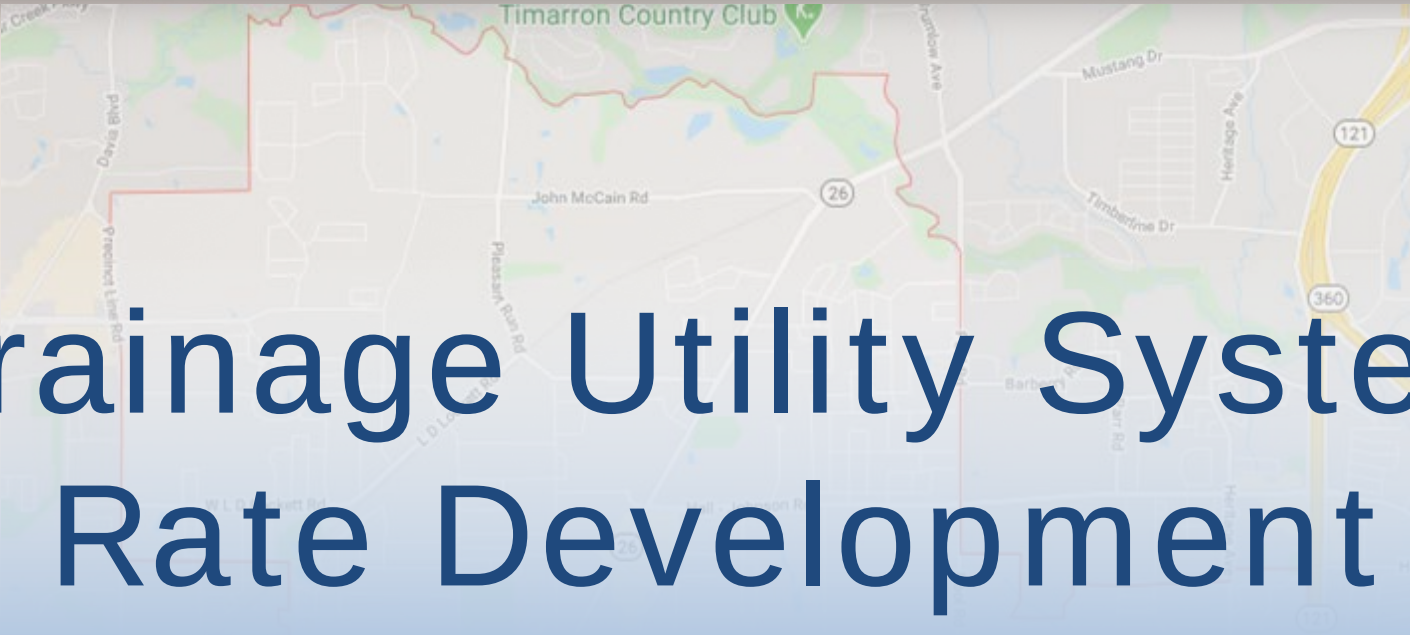
Discussion of the drainage fee structure and analysis of the impervious area

Explanation

This item will provide an update to City Council regarding the stormwater utility rate study.

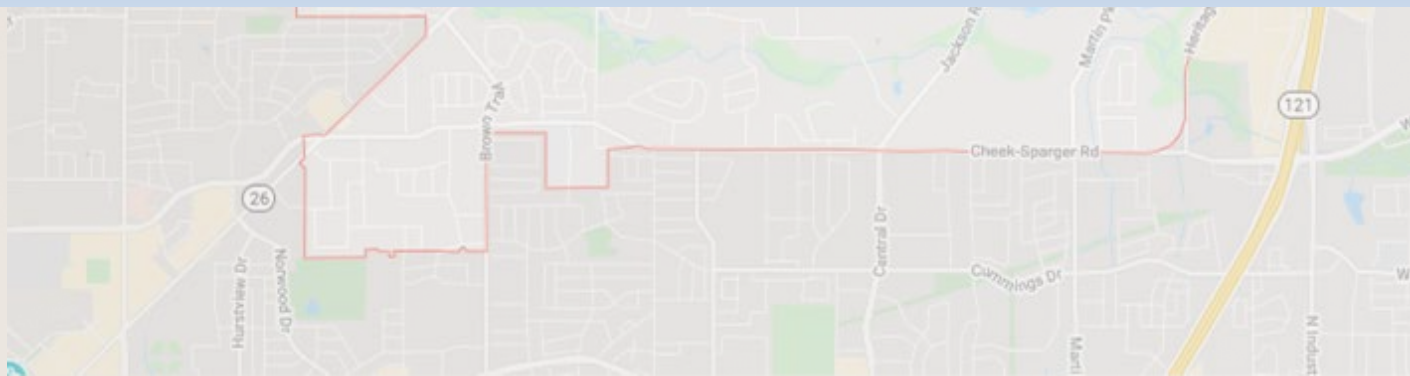
Attachments

1. Drainage Fee Presentation



Drainage Utility System Rate Development

November 1, 2021



Drainage Utility Recap



- Current flat rate is \$7.00 per month for residential.
- Non-residential rate varies \$10.68 to \$24.40 per acre (land use).
- Current drainage utility annual revenue: \$1,005,598
Annual O&M Cost deduction: - \$650,000
Available for CIP projects: \$355,598
- Current rate structure disparity within classes of residential and non-residential properties.
- Restructure the drainage utility fee based on impervious areas.
- Evaluate drainage fees and revenues for impervious area-based methods.
- Examples for residential and commercial properties.

Texas Local Govt. Code



TEXAS LOCAL GOVERNMENT CODE,
SUBCHAPTER C, MUNICIPAL DRAINAGE UTILITY SYSTEMS

SECTIONS 552.041 – 552.054

Sec. 552.053. EXEMPTIONS.

(a) A governmental entity or person described by Subsection (b) and a lot or tract in which the governmental entity or person holds a freehold interest may be exempt from this subchapter and all ordinances, resolutions, and rules adopted under this subchapter.

(b) The following may be exempt:

- (1) this state;
- (2) a county;
- (3) a municipality;

(c) Property is exempt from the provisions of any rules or

Exemptions

(2) property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the municipality in which the property is located for maintenance; and

(d) A municipality may exempt property owned by a religious organization that is exempt from taxation pursuant to Section 11.20, Tax Code, from drainage charges under this subchapter.

(e) Property is exempt from drainage charges under Section 552.053, Subchapter C, Rules of the Texas State Board of Health, and rules adopted under this

Definitions

(10) "Improved lot or tract" means a lot or tract that has a structure or other improvement on it that causes an impervious coverage of the soil under the structure or improvement.

Acts 1987, 75th Leg., ch. 107, Sec. 1, eff. June 18, 1987.
852, Sec. 1, eff. June 18, 1987.
1993, 73rd Leg., ch. 107, Sec. 3, eff. June 18, 1993.

Texas Local Government Code Municipal Drainage Utility Systems

1. Undeveloped land is exempt
2. Can only charge an "improved lot or tract"

Possible Rate Revision Options



- ✓ **Option 1** = Maintain the current fee structure & increase fee.
 - Flat fee does not account for property impervious areas.
 - Disparity among classes of property.

- ✓ **Option 2** = All non-residential properties pay the same rate per an established **ERU** (equivalent residential unit) and residential properties pay based on a range of impervious areas (**4 tiers**).
 - More equitably accounts for all classes of property.
 - Easier to administer for residential.

- ✓ **Option 3** = All properties pay the same rate per square foot of **impervious area (IA)**.
 - Most equitable given the large variation in residential IA.
 - More time consuming to administer.

Our Neighbors



City	Residential	Non-Residential
Southlake	Flat Rate \$8.00	Impervious Area (\$1.25 per 1,000 sf)
Keller	Flat Rate \$7.00	Impervious Area (\$2.89 per 1,000 sf)
Bedford	Flat Rate \$4.50	Impervious Area (\$1.65 per 1,000 sf)
Hurst	Flat Rate \$4.00	Impervious Area (\$1.19 per 1,000 sf)
N. Richland Hills	Tiers Zoning \$5.49	Lot Size / Zoning
Grapevine	Flat Rate \$4.00	Lot Size / Land Use
Euless	Flat Rate \$2.75	Lot Size / Zoning
Colleyville	Flat Rate \$7.00	Lot Size / Land Use

Baseline GIS Data



- 9,390 residential accounts were mapped for impervious area (IA).
- Residential completed in May 2021.
- 72,062,379 sf of residential IA.
- 549 non-residential accounts mapped for IA.
- Completed in September 2021.
- 19,045,374 sf of non-residential IA.



Establishing a Baseline-Residential



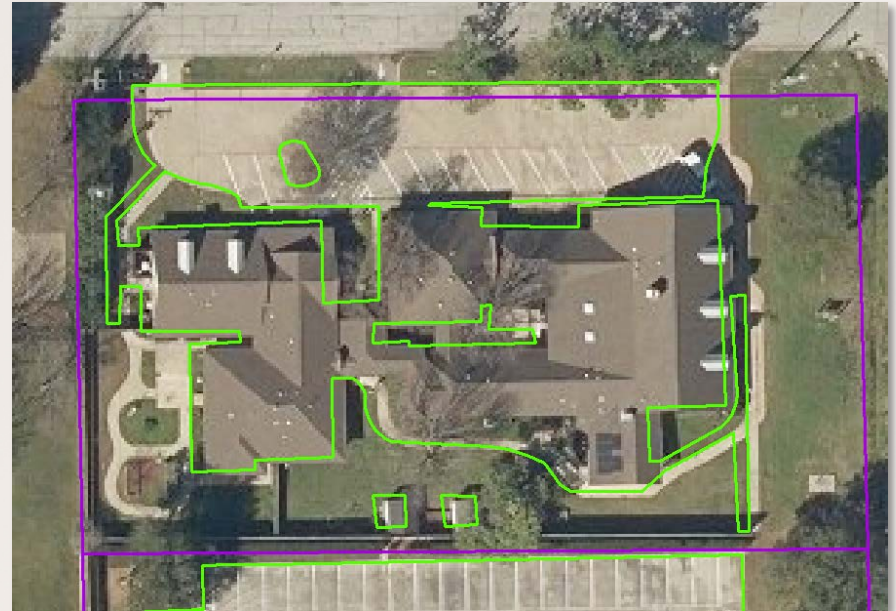
- The average residential impervious area (IA) is 7,674 sf.
- Set baseline rate at \$7.00 for 7,674 sf of impervious area.
- Equivalent to \$0.91 per 1,000 sf.
- Residential fees change from a \$7.00 flat rate to a fee set at \$0.91 per 1,000 sf of IA.



Establishing a Baseline- Non-residential



- Non-residential fees change from variable rate based on land use & acreage to a fee based on impervious area and percentage of impervious cover.
- Average IA for residential 32%.
- Average IA for non-residential 55%.
- Non-residential IA percentage is, on average, 70% higher than residential.
- Set non-residential fee 70% higher than residential
= \$11.90 for 7,674 sf (\$1.55 per 1,000 sf).



Converting Baseline (cost/sf)



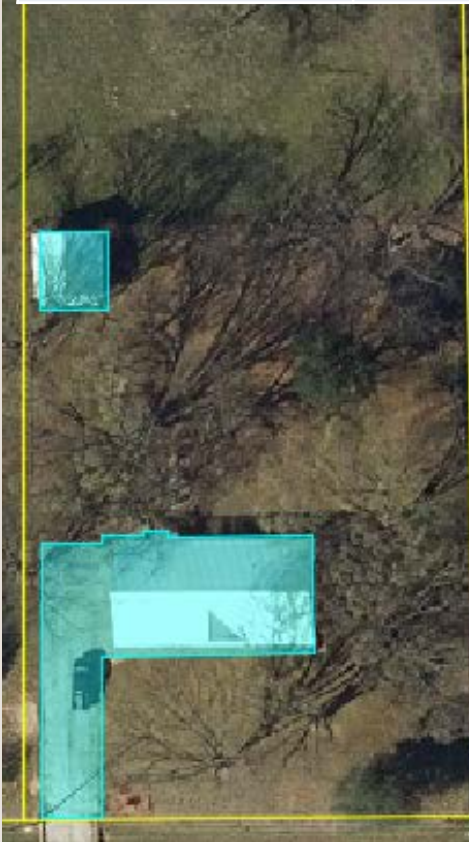
Projected Drainage Utility Fee Revenue by Impervious Area Option 3

	Impervious Area (Sq. Ft.)	Projected Annual Revenue (Baseline)	2020 Annual Revenue (Flat Fee)
Residential \$0.91 per 1,000 sf	72,062,379	\$786,921	\$787,188
Non-Residential \$1.55 per 1,000 sf	<u>19,045,374</u>	<u>\$354,244</u>	<u>\$218,410</u>
Totals	91,107,753	\$1,141,165	\$1,005,598

Example Residential Conversion to Baseline



Property 1	
Size of Property	1.3 acres
Impervious Area	5,700 sf
Current Fee (Flat Fee)	\$7.00
New Fee (Baseline)	\$5.19



Property 2	
Size of Property	2.5 acres
Impervious Area	20,000 sf
Current Fee (Flat Fee)	\$7.00
New Fee (Baseline)	\$18.20



Property 3	
Size of Property	0.5 acres
Impervious Area	8,900 sf
Current Fee (Flat Fee)	\$7.00
New Fee (Baseline)	\$8.10





Example Nonresidential Conversion to Baseline



Bransford Elementary	
Size of Property	8.8 acres
Impervious Area	180,000 sf
Current Fee (Flat Fee)	\$210.00
New Fee (Baseline)	\$279.00



Market Street	
Size of Property	7.0 acres
Impervious Area	290,000 sf
Current Fee (Flat Fee)	\$171.00
New Fee (Baseline)	\$449.50



Revenue Goals



- Storm Water CIP Revenue Goal of \$1,000,000
- Residential (R) base rate of \$0.91 per 1,000 sf. $\$0.91 + \$0.47 = \$1.38/1,000\text{sf.}$
- Non-residential (NR) base rate of \$1.55 per 1,000 sf. $\$1.55 + \$0.47 = \$2.02/1,000\text{sf.}$
- Every \$0.10 of rate increase will increase revenue by \$109,329.

Increase Base Rates by	Increase in Revenue	Total Revenue	Less O&M	CIP Budget
\$0.00	\$135,567 R = \$(267) NR = \$135,834	\$1,141,165	\$650,000	\$491,165
\$0.10	\$244,896 R = \$86,475 NR = \$22,854	\$1,250,494	\$650,000	\$600,494
\$0.20	\$354,226 R = \$86,475 NR = \$22,854	\$1,359,824	\$650,000	\$709,824
\$0.47	\$649,415 R = \$233,482 NR = \$61,707	\$1,655,013	\$650,000	\$1,005,013
\$0.60	\$791,543 R = \$112,417 NR = \$29,711	\$1,797,141	\$650,000	\$1,147,141
\$1.00	\$1,228,860 R = \$345,899 NR = \$91,418	\$2,234,458	\$650,000	\$1,584,458

Example Residential Conversion to Revenue Goal



Property 1	
Size of Property	1.3 acres
Impervious Area	5,700 sf
Current Fee (Flat Fee)	\$7.00
New Fee (Baseline)	\$5.19
New Fee (Revenue Goal)	\$7.87

Property 2	
Size of Property	2.5 acres
Impervious Area	20,000 sf
Current Fee (Flat Fee)	\$7.00
New Fee (Baseline)	\$18.20
New Fee (Revenue Goal)	\$27.60

Property 3	
Size of Property	0.5 acres
Impervious Area	8,900 sf
Current Fee (Flat Fee)	\$7.00
New Fee (Baseline)	\$8.10
New Fee (Revenue Goal)	\$12.28





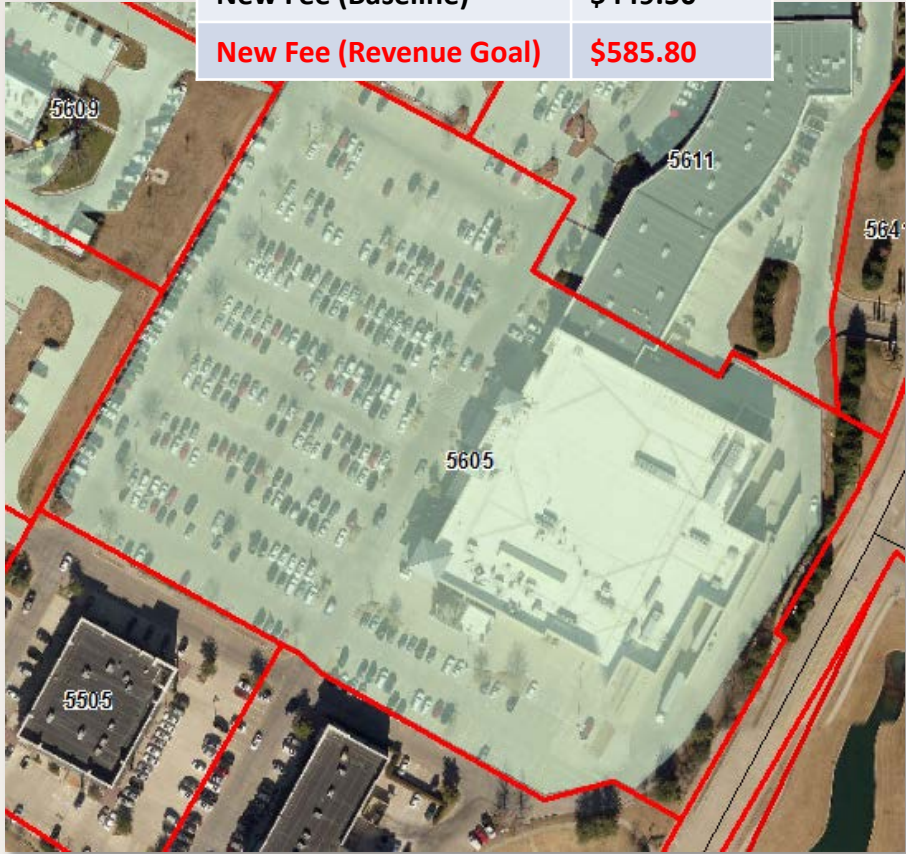
Example Nonresidential Conversion to Revenue Goal



Bransford Elementary	
Size of Property	8.8 acres
Impervious Area	180,000 sf
Current Fee (Flat Fee)	\$210.00
New Fee (Baseline)	\$279.00
New Fee (Revenue Goal)	\$363.60



Market Street	
Size of Property	7.0 acres
Impervious Area	290,000 sf
Current Fee (Flat Fee)	\$171.00
New Fee (Baseline)	\$449.50
New Fee (Revenue Goal)	\$585.80



Next Steps



1

- Update City Council on fees and revenues; Receive Council direction.

2

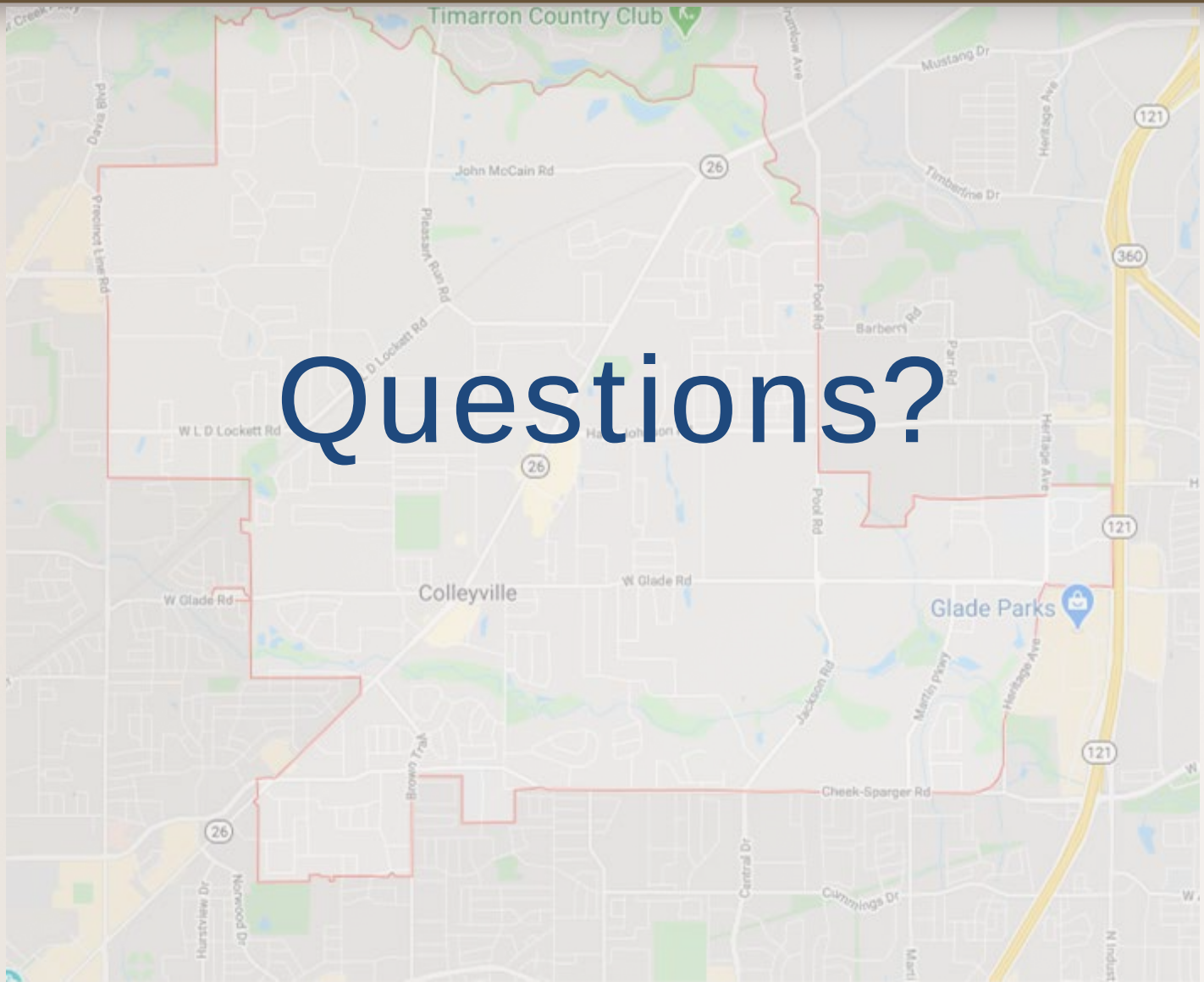
- Develop a public outreach plan to explain the methodology, rate, implementation and phasing.

3

- Implement rate change.

4

- Adopt Storm Water Master Plan; Update Storm CIP Plan base on new revenue.



Questions?



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number WS-3

Agenda Date 11/1/2021

Type Worksession

Department City Secretary

Title

Discussion of changing the dates of the regularly scheduled 2022 City Council Meetings

Explanation

Section 3.09 of the City of Colleyville Charter provides for the conduct of City Council Meetings and Rules of Procedure. The City Council may elect to change the date of a regularly scheduled City Council meeting, when the date conflicts with local, state, or federal events.

The following list provides the dates of the regularly scheduled 2022 City Council meetings. City Council may wish to consider changing the March 1, March 15, and October 4, meeting dates to avoid conflict with Primary Election Day, GCISD spring break, and National Night Out. Following direction by City Council, a resolution will be brought forward at a future date.

2022 City Council Meeting Dates:

January 4, January 18

February 1, February 15

March 1 – Primary Election Day – *Recommend Wednesday, March 2

March 15 – GCISD spring break - *Consideration of Tuesday, March 8

April 5, April 19

May 3, May 17

June 7, June 21

July 5, July 19

August 2, August 16

September 6, September 20

October 4 – National Night Out - *Recommend Monday, October 3, as October 5-7 is TML in San Antonio

October 18

November 1, November 15

December 6, December 20

Attachments



City of Colleyville City Council Agenda Briefing

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Agenda Number
Type Worksession
Department City Secretary

Agenda Date 11/1/2021

Title

Discussion of the November 1, 2021, City Council regular agenda items



City of Colleyville City Council Agenda Briefing

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100 Main Street
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Agenda Number

Agenda Date 11/1/2021

Type Executive Session

Department City Secretary

Title

Section 551.071 - Legal - Consultation with attorney on legal issues raised by items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding contemplated and/or pending litigation, including: Glade Road eminent domain case for Parcel 150

Section 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities, including: Acquisition of real property along SH26

Section 551.087 - Economic Development - Discuss or deliberate regarding commercial or financial information the City has received from business prospects the City seeks to have locate, stay, or expand in the City and with which the City is conducting economic development negotiations; deliberate the offer of a financial or other incentive to a business prospect

Attachments

RESOLUTION R-21-4664

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF NOVEMBER 1, 2021**

WHEREAS, following discussion in Executive Session, and in full accordance with the requirements of the Open Meetings Act, the City Council determines that the following action 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 COLLEYVILLE, TEXAS:

Sec. 1. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 1ST DAY OF NOVEMBER 2021.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

RESOLUTION R-21-4665

**APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT
THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 1, 2021**

WHEREAS, City Council has taken action on certain items on the agenda under Consent Items.

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the Regular City Council meeting of October 19, 2021
 - b. Approval of a construction contract with Scott Beck Construction, Inc., for the City Hall and Library Interior Finishes Renovation Project, in an amount not to exceed \$545,669.32, and a contingency amount not to exceed \$50,000, and authorizing the City Manager to execute the contract
 - c. Approval of Professional Services Agreement with MAS Consulting Engineers, in an amount not to exceed \$168,000, for the design of the Water Project 18: Pecan Park Water and Drainage Improvements Project, and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 1ST DAY OF NOVEMBER 2021.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Angela Larson
Assistant City Secretary

Richard Newton
Mayor



City of Colleyville City Council Minutes - Draft

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Tuesday, October 19, 2021

Mayor Richard Newton called the Colleyville City Council Worksession to order on Tuesday, October 19, 2021, at 5:00 p.m.

ROLL CALL: Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Chuck Kelley, and Callie Rigney.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Parks and Recreation Director Lisa Escobedo, Police Chief Michael Miller, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, Public Works Director Ray Silva-Reyes, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Update on the Senior Center Renovation design

Parks and Recreation Director Lisa Escobedo stated this is an opportunity for the design team of Barker, Rinker, Seacat to review the final designs of the Senior Center renovation. She then introduced Kevin Armstrong, Project Manager, and Melissa King, Design Manager.

Mr. Armstrong provided a quick overview of the budget and timeline and stated the project is on budget. Ms. King presented the demolition, building program drawings, and reviewed the color palettes. City Council chose the cream palette with the lighter stone.

There was discussion regarding the back windows and how much the Council liked them. City Manager Ducay asked if glass doors could be added at the back for access to future enhancements at the back. There was also a discussion of adding signage to the front.

Director Escobedo stated the project will take nine months and during that time, the regular programming will be conducted at the Library and Colleyville Center.

The Mayor and City Council thanked Mr. Armstrong and Ms. King for the work and stated they were pleased with all the elements.

WS-2 Presentation on the Draft Water, Wastewater, and Roadway Impact Fee Update Study

Public Works Director Ray Silva-Reyes reviewed the history and the Texas Government Code requirements for this item and brought forth the

recommendation of the Capital Improvement Advisory Committee. He then introduced the consulting staff present from Kimley-Horn: April Escamillia, PE, Civil Engineer, John Atkins, Project Manager, and Jeff Whitacre, VP.

Ms. Escamillia presented the results of the impact fee study conducted by Kimley-Horn and explained the theory, data, and assumptions used when conducting the study.

There was discussion regarding the service areas, percentage of commercial versus residential, and what factors are used in the calculation. Councilmember Dodson questioned the assumptions and methods used to arrive at the results. The Council discussed this and agreed they didn't understand all of the results presented and requested Kimley-Horn provide the City with the data used, clarity on assumptions, and more background information.

The City Council also requested Kimley-Horn review the Highway 26 corridor, especially the land purchased by the City to insure it was taken into account properly in the commercial computations, and also the property belonging to Trinity Broadcasting as an example of how the residential computations were done. Kimley-Horn was asked to report back to the City Council regarding the data and whether there needs to be adjustments.

WS-3 Discussion of the Tinker Road improvement project

Public Works Director Ray Silva-Reyes provided the sidewalk update to the Tinker Road project. City Council directed staff to proceed with a five-foot sidewalk on the north side of Tinker Road. Councilmember Nakamura stated the residents along Tinker would prefer the north sidewalk.

WS-4 Discussion of the criteria for Heroes Park nominations

Mayor Newton gave a history of Heroes Park and distributed the existing process and current criteria for consideration for Heroes Park nominations. Mayor Newton said he is working on updating the criteria and process for nominations and selection. Mayor Newton will bring these recommendations back to City Council for review and consideration.

WS-5 Discussion of the October 19, 2021, City Council regular agenda items

Mayor Newton noted there were several second reading ordinances on the agenda and discussed the appointments to be made by resolution to the ad General Fund CIP Fee Advisory Committee.

Mayor Newton adjourned the worksession at 6:32 p.m. and called the Executive Session to order.

1. EXECUTIVE SESSION - In accordance with Texas Government Code, Chapter 551, Subchapter D

Section 551.071 - Legal - Consultation with attorney on legal issues raised by items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding contemplated and/or pending litigation, including: Glade Road eminent domain case for Parcel 150

Section 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities, including: Acquisition of real property along SH26

Section 551.087 - Economic Development - Discuss or deliberate regarding commercial or financial information the City has received from business prospects the City seeks to have locate, stay, or expand in the City and with which the City is conducting economic development negotiations; deliberate the offer of a financial or other incentive to a business prospect

There was no action taken and Mayor Newton adjourned Executive Session at 7:10 p.m.

Mayor Newton called the regular meeting of the City Council to order at 7:30 p.m. and called the roll.

ROLL CALL: Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Chuck Kelley, and Callie Rigney.

INVOCATION: Pastor Paul Daniels, Colleyville Covenant Church

PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-21-4660

This resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS
Announcements of civic and charitable events
Presentation of calendar events and updates
Announcements of awards and recognition

The Mayor and City Council made the following announcements:

COVID-19 Update – Colleyville has 171 active positive cases. Tarrant County beds occupied by COVID patients is 12%, and the 9-county TSA-E region COVID hospitalization is 10.86%. Tarrant County bed availability is 11%, and ventilator availability is 56%. Adult ICU bed availability in Tarrant County is 4%. While the Tarrant County Health community spread level remains level at “high”, it is clear the epidemic curve is clearly on the decline (case counts trending downward).

Sales Tax Positive Trend Continues – The Texas Comptroller’s Office has posted the most recent sales tax allocation information for October, representing all receipts from purchases made in August of this year.

The most recent collection came in at 11% over August of FY20, putting YTD growth at 13.8%. In terms of dollars, this represents a total YTD gain of \$1,025,000 over last year. Audit collections were minimal this month, meaning most of our gain is from current collections, which are reflective of actual transactions made in August as opposed to administrative adjustments made by the State Comptroller. This is great news!

Through August of this year, the City has received a total of \$8,432,229 in sales tax. As mentioned before, this is over one million dollars more than we’ve received through the same month in FY20.

It also bears noting that this month marks the seventeenth consecutive month in which Colleyville has posted sales tax gains over the previous year. With only one month left in the fiscal year, we are set to likely gain over \$1.1 million in sales tax dollars across the City. This will factor heavily in the ability to absorb cost increases in the General, CEDC, and CCCPD funds for FY23.

#ColleyvilleGives Grant Application Process Open to Assist Businesses – The City of Colleyville's annual #ColleyvilleGives advertising grant program is back! This seasonal program is designed to assist Colleyville businesses with their fourth quarter advertising and marketing efforts by providing advertising grants. Consistent with years past, this promotion provides \$1,000 in grant money for an advertising campaign during the busy holiday months. Businesses who wish to make a \$500 donation to an area non-profit will receive an additional \$1,000 in grant money. To apply, submit a completed and signed application to the City Manager's Office by emailing Christine Johnson at cjohnson@colleyville.com. Applications can be emailed to you or downloaded from the City website. If you have questions about this promotion, please call 817.503.1111.

Christmas Trees Just Around the Corner – The City of Colleyville's Annual community Decorated Tree Display is back for another year! This is an annual tradition in Colleyville where community groups are invited to add some extra Christmas cheer and sparkle by decorating a tree for all to enjoy! Applications are

available online at www.colleyville.com/christmas and the application deadline is Monday, November 1.

Fire Department Offers Vaccinations/Boosters – The Colleyville Fire Department continues to provide vaccinations for those interested. The department has all three vaccines available. Department personnel have begun communication with patients previously vaccinated by the department to schedule booster appointments. The current CDC recommendation is for the Pfizer only. The FDA does not currently authorize mixing brands.

Prerequisite for eligibility:

65 years and older at least six months after their primary series

Residents of long-term care at least six months after their primary series

18–64 years with underlying medical conditions at least six months after their primary series.

18-64 years who are at increased risk for COVID-19 because of occupational or institutional setting at least six months after their primary series. This applies only to the Pfizer COVID-19 Vaccine and only to people 18 and older.

Farmers Market Launches Sunday, October 24 – Colleyville is hosting their very own Farmers Market starting Sunday, October 24, from 10:30 a.m. to 1:30 p.m. at the Plaza at City Hall. Vendors will include those from the Harvest Festival as well as several others! Food trucks, music, lawn games, and more will be present. Additional Farmers Markets will be held the first three Sundays in November.

DEA Drug Take Back, October 23 – The Colleyville Police Department and the Drug Enforcement Administration (DEA) will give the public the opportunity to prevent pill abuse and theft by ridding their homes of potentially dangerous expired, unused, and unwanted prescription drugs. Community members can bring their pills for disposal to the Senior Center (2512 Glade Road) October 23, from 10 a.m. – 2 p.m. The DEA cannot accept liquids or needles or sharps, only pills or patches. The service is free and anonymous, no questions asked. Colleyville Police are offering a drive through service for easier drug disposal.

Fire Academy Enrollment Now Open – Experience what it takes to provide Fire and Emergency Medical Services to our community. The Colleyville Fire Department will be holding a free, one day Citizens Fire Academy for Colleyville residents ages 18 and older. The event is scheduled for October 30, from 9 a.m. – 6 p.m. at the Central Fire Station (5209 Colleyville Blvd.) Participants will cover topics such as Hazmat, CPR/AED, fire extinguisher training, vehicle extrication, and more. Lunch will be provided. Class size is limited to 25 participants. For questions or to enroll, contact Karen Weir at kweir@colleyville.com.

Presentation by Mary Louise Nicholson, Tarrant County Clerk, to the City of Colleyville and the Colleyville Library of the Tarrant County 2020 Coronavirus Pandemic history book - Mayor Richard Newton and Library Director Mary Rodne

Mary Louise Nicholson, Tarrant County Clerk, presented the Tarrant County 2020 Coronavirus Pandemic history book to the City and noted the books are also for sale and available through any County Commission. Ms. Nicholson stated the pandemic changed everyone's life and it is important we record this event for historical reference.

Presentation to Colleyville Police Department Life Saving Awards - Mayor Richard Newton

Police Chief Michael Miller and Mayor Richard Newton recognized Officer Dalton Horton and Sergeant Dustin Eason with the Department's Life Saving Awards. On August 6, 2021, Officer Horton was credited with saving the life of a person undergoing a heart attack. Due to Officer Horton performing CPR until the paramedics arrived, the individual survived and is now home.

On August 14, 2021, Sergeant Eason administered Narcan and performed CPR on an individual who was not breathing and had no pulse. Due to the actions of Sergeant Eason, the individual survived and was able to be transported by paramedics.

In recognition of the Colleyville Police Department receiving two International Association of Chiefs of Police Awards

Mayor Newton recognized the Colleyville Police Department and provided the following information.

The Colleyville Police Department has earned two prestigious awards from the International Association of Chiefs of Police (IACP) for its work in solving two high profile cases – one brought down a worldwide sex trafficking website and one solved an international elder fraud ring stemming from Nigeria. Both cases have direct ties to the City of Colleyville.

IACP is the largest professional association for police leaders with more than 31,000 members in over 165 countries across the globe. Annually, the IACP honors law enforcement officers and agencies who exhibit leadership, excellence, and professionalism by memorializing their efforts with coveted awards like these; a total of 15 "agency" awards are given out by the organization each year. Colleyville Police Department has been awarded two of the 15 (13.33%) "agency" awards this year.

The awards were supposed to be personally presented to agencies at IACP's annual conference scheduled for the week of September 11, in New Orleans, but due to

hurricane Ida, the conference was moved to a virtual platform and the awards were announced online on September 13th.

We cannot publicize the significance of our police department receiving these awards enough. The department, under the leadership of Chief Miller, has interacted with other departments and agencies, and acted knowledgeably, professionally, and skillfully.

2021 IACP/Thomson Reuters Excellence in Criminal Investigations Award

The IACP selected the Colleyville Police Department as the recipient of the 2021 IACP/Thomson Reuters Excellence in Criminal Investigations Award in recognition of the exceptional innovation in criminal investigations. The investigation was a collaborative effort between the Colleyville Police Department, Homeland Security Investigations' (HSI) Dallas Field Office, and the United States Secret Service, with assistance from HSI's El Paso and San Jose Field Offices, as well as the Texas Department of Public Safety. This award recognizes the excellent criminal investigation conducted into the CityXGuide website, which was used to promote, advertise, and facilitate prostitution and sex trafficking around the world. This team identified numerous minor-aged victims around the world listed in the website advertisements, including a 13-year-old who was recovered in North Texas. The website was seized and its owner was arrested and charged in a 28-count federal indictment. Detective Brent Self was the co-case agent on this investigation.

2021 IACP Leadership in the Prevention of Transnational Crime

The Colleyville Police Department was also the recipient of the 2021 IACP Leadership in the Prevention of Transnational Crime Award for successfully mitigating the international threats to their community by transnational crime organizations. The Colleyville Police Department, in partnership with the U.S. Secret Service and investigators from the Tarrant County Criminal District Attorney's Office, initiated an investigation from a local victim which developed into multiple romance and lottery scams involving elderly victims across the country. This team ultimately identified a West African fraud ring with ties to Nigerian organized crime syndicates who had multiple suspects who scammed over \$4 million from the victims. Four offenders in these schemes were apprehended and at least \$200,000 has been secured so far with plans to return money to the crime victims. Detective Jeff Prater was the lead investigator on this case.

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-21-4661

- 4a** Approval of the minutes of the Regular City Council meeting of October 4, 2021

- 4b** Approval of the first one-year renewal term for the Tree Trimming Contractor Services Agreement with Smith Lawn and Tree, LLC, in an amount not to exceed \$75,000.00, and authorize the City Manager to execute the agreement
- 4c** Approval of the first one-year renewal term for the City's current Miscellaneous Concrete Contractor Services Agreement with GRod Construction, LLC, in an amount not to exceed \$400,000.00, and authorizing the City Manager to execute the agreement
- 4d** Approval of the third one-year renewal term for the City's current Janitorial Services Contractor Services Agreement with Oriental Building Services, Inc., in an amount not to exceed \$134,041.00, and authorizing the City Manager to execute the agreement
- 4e** Approval of an Interlocal Agreement and funding for the Metroport Teen Court Program
- 4f** Approval of the sale of property, seized items, found items, obsolete, and non-serviceable equipment

Mayor Newton read Resolution R-21-4661 in its entirety.

Public Works Director Ray Silva-Reyes presented items 4b, 4c, 4d, and 4f.

Regarding items 4b, 4c, and 4d, Councilmember Dodson asked if the City was required to go out for bid of those items. Director Silva-Reyes stated the original contracts were written with renewable terms and were therefore, not required to be rebid during the contract term.

Regarding it 4b, Mayor Pro Tem Lindamood stated the contractor does exceptional work and is very thorough and expressed his appreciation.

Assistant City Manager Mark Wood presented item 4e and introduced Municipal Court staff Nicole Porell, Administrator, and Aaron Gunther, Deputy Administrator.

Mayor Newton opened the public hearing at 8:17 p.m.

Kathy Hadley, 204 Timberline Drive S, thanked Mayor Pro Tem Lindamood for his comments regarding the tree-trimming contractor. She also spoke against sending Parks furniture to auction.

There were no others wishing to speak and Mayor Newton closed the public hearing at 8:20 p.m.

Councilmember Nakamura made a motion to approve Resolution R-21-4661, seconded by Councilmember Dodson.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

5. ITEMS NOT FOR CITY COUNCIL ACTION

5a Monthly Financial Report - September 2021

Finance Director Kyle Lester provided the September 2021 Financial Report. He noted this is the seventeenth consecutive month for an increase in projected sales tax. He reported on the General, Utility, Drainage, Hotel, and Debt Service Funds and noted this report was for the last month in the fiscal year. Director Lester stated he is estimating the end of year surplus to be in excess of \$1.5 million.

6. ORDINANCE(S): SECOND READING AND PUBLIC HEARING

6a Ordinance O-21-2174

Consideration of an amendment to the PUD-R Planned Unit Development-Residential district, specifically to amend the regulations for garage door building materials, for Lots 1-12, Block 1, The Villas at Windsor Steele, located at 5101-5145 Roberts Road, Case ZC21-018

Mayor Newton read the caption of Ordinance O-21-2174.

Assistant City Manager Mark Wood presented this item stating at the previous meeting City Council directed staff to research the staff's process for plan approvals and information provided to the developer. Manager Wood stated he determined staff had provided the developer with marked plans, which noted all the requirements of the PUD-R; however, the developer did not utilize the City's approved plans. He stated the PUD-R was violated when glass doors were installed and there was a complaint regarding glare. The developer is seeking to amend the PUD-R to allow for the glass doors and noted the one door, which caused a glare, has been treated with film.

Mayor Newton asked the applicants to come forward and answer questions.

Brian Adams and Ryan Panno, the developers requesting the amendment, thanked the City Council for their time and consideration and stated they did not purposely violate the PUD-R; it was their first time submitting plans online.

Mayor Newton stated the development must still be responsible and the City Council does not want to be punitive to the citizens who are already residing in the

subdivision. Mayor Newton stated he would like to require the developer to add more trees to help offset the glare if the film fails.

There was discussion between the Council and developers regarding the species, height, and location of trees, and requiring the HOA to maintain the trees. Council also stated film would have to be placed on each garage door.

Mr. Panno asked if they agree to the amendments, will the stop work order be lifted. City Manager Jerry Ducay stated he would lift the stop order.

Mayor Newton opened the public hearing at 9:05 p.m.

Kathleen Hennessey, 5301 Stonebridge, stated she would get the information on a "gumshoe glass" she is familiar with and suggested the glass in all the doors could be changed out with this non-glare, long lasting, glass.

There were no others wishing to speak and Mayor Newton closed the public hearing at 9:07 p.m.

Mayor Newton advised the developers he would be making a motion to table and directed Mr. Adams and Mr. Panno to provide a landscape plan with height, species, and dimensions at the next meeting.

Mayor Newton made a motion to table Ordinance O-21-2174, seconded by Councilmember Rigney.

The motion to table carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

6b Ordinance O-21-2175

Request to appeal the decision by the Planning and Zoning Commission for the consideration of a Special Use Permit for a Massage Therapy use on Lot 7R1A, Block 2, Andy Felps Addition, located at 4209 Colleyville Boulevard, Suite C, Case ZC21-019

Mayor Newton read the caption of Ordinance O-21-2175.

Community Development Director Ben Bryner presented this item and stated staff recommends denial as the applicant failed the background investigation.

The applicant was not present to answer questions of the City Council.

Mayor Newton opened the public hearing at 9:13 p.m.

Kathy Hadley, 204 Timberline Drive S, spoke in favor of this item.

There were no others wishing to speak and Mayor Newton closed the public hearing at 9:13 p.m.

Councilmember Dodson made a motion to deny Ordinance O-21-2175, seconded by Councilmember Kelley.

The motion to deny carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

6c Ordinance O-21-2176

Consideration of a zoning change from R-20 Single Family Residential and RE Single Family 'Estate' Residential zoning districts to R-40 Single Family Residential zoning district for Lot 2R, Block 1, Mockingbird Hill Addition, located at 6250 Pool Road, Case ZC21-020

Mayor Newton read the caption of Ordinance O-21-2176.

Community Development Director Ben Bryner presented this item, a request for a zoning change because the lot has two zonings currently, and stated there are no new lots proposed.

Mayor Newton stated the only R-40 ordinance parameter not met is the 100-foot property width, but this is an existing lot and the width is not controllable by the owner at this point. Also the Mayor said this request does clean up the zoning of this land by making it more compatible with the surrounding area. Councilmember Dodson asked staff if the driveway meets the side yard setback. Director Bryner stated there is no side yard setback requirement for flat work.

Mayor Newton opened the public hearing at 9:21 p.m.

Kathleen Hennessey, 5301 Stonebridge Drive, spoke regarding concerns for a fire truck having access.

There were no others wishing to speak and Mayor Newton closed the public hearing at 9:23 p.m.

Councilmember Rigney made a motion to approve Ordinance O-21-2176, seconded by Councilmember Wheat.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

6d Ordinance O-21-2177

Consideration of a Special Use Permit for an Accessory Dwelling on Lot 2R, Block 1, Mockingbird Hill Addition, located at 6250 Pool Road, Case ZC21-021

Mayor Newton read the caption of Ordinance O-21-2177.

Community Development Director Ben Bryner presented this item, noting it is a companion to the previous Ordinance O-21-2176. Director Bryner stated the request is for an SUP for an accessory dwelling per the zoning, which was approved by the previous ordinance. Director Bryner stated the request is for the use of a new 799 s.f. accessory dwelling attached to an existing detached garage. The total lot area is 1.39 acres, or 60,548 square feet, and the structure will be built on the west side of the garage of similar materials to the home, and includes a 377 s.f. covered porch in addition to the dwelling. He noted the structure will not be visible from Pool Road and it meets all the dimensional requirements of the Land Development Code.

Councilmember Dodson asked staff if it is stated the dwelling can never be rented is written in the SUP. Director Bryner stated code states it cannot be used as rental property, and Mayor Newton stated it could be written into the ordinance as well.

Mayor Newton asked the applicant to come forward.

Mayor Newton asked applicant Lance Bishop, 6250 Pool Road, if he understands and agrees to a condition being written into the ordinance that the property can never be rented. Mr. Bishop stated he understands and agrees.

Mayor Newton opened the public hearing at 9:30 p.m.

Kathy Hadley, 204 Timberline Drive S, spoke regarding concerns for the potential of the addition being used as a rental as she feels this is happening in her neighborhood.

There were no others wishing to speak and Mayor Newton closed the public hearing at 9:32 p.m.

Councilmember Dodson made a motion to approve Ordinance O-21-2177 with the amendment of adding the dwelling cannot be used as rental property, seconded by Councilmember Rigney.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

Mayor Newton declared a recess at 9:33 p.m. and reconvened at 9:39 p.m.

6e Ordinance O-21-2178

Consideration of an amendment to the PUD-C Planned Unit Development-Commercial district, specifically to allow for showrooms, to include a Hot Tub and Sauna Showroom, as a permitted use, for Lot 1, Block 1, Metrovest Addition, located at 6100 Colleyville Boulevard, Suite 100, Case ZC21-023

Mayor Newton read the caption of Ordinance O-21-2178.

Community Development Director Ben Bryner presented this item, a request to amend the PUD-C ordinance to allow showrooms, to include a hot tub and sauna showroom.

Mayor Newton asked Director Bryner what the definition is of showroom as opposed to retail showroom. Director Bryner read from the Code and noted it did not include the hot tub and sauna definition. City Manager Ducay did acknowledge the wording "showroom" was more general than the more specific wording "hot tub and sauna showroom". It was agreed to use the more specific wording.

Mayor Newton asked the applicant to come forward.

Applicant Garrett Turner, 6100 K Avenue, Plano, advised the City Council the Colleyville showroom would be a satellite store to his current Plano store where all inventory is held and received, and is where the service and delivery departments operate. This means the Colleyville store will be sales only and is a sales tax generating business. There will be no storage or delivery from this location.

Mayor Newton asked if the zoning of the other two properties are different. Director Bryner stated yes, the other properties are zoned CC-1, furniture and appliance store.

Mayor Newton opened and closed the public hearing at 9:50 p.m. as there was no one present wishing to speak.

Mayor Pro Tem Lindamood made a motion to approve Ordinance O-21-2178 with the amendment of removing showroom from the description, seconded by Councilmember Nakamura.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

6f Ordinance O-21-2179

Amending Chapters 18 and 46 of the Code of Ordinances by adopting the 2018 editions of certain International Codes published by the International Code Council and adopting the 2020 edition of the National Electric Code

Mayor Newton read the caption of Ordinance O-21-2179.

Community Development Director Ben Bryner presented this item noting further review by the City Attorney and staff at the October 4, 2021, City Council Meeting, it was determined the best procedure for adopting the Codes and updates, and provide clarity in the Code of Ordinances, was to combine the four previous ordinances into a single ordinance adopting all changes in one document. Per the direction of Councilmember Rigney and City Manager Jerry Ducay, Section 4 of the Ordinance specifically exempts Section 4.11.5.2 5 "The leading edge shall be visually set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface" of the International Swimming Pool and Spa Code, from enforcement.

City Attorney Whitt Wyatt stated there will be an amendment to Exhibit A, regarding the Board of Appeals and he has provided the written amendment for the record.

Mayor Newton opened and closed the public hearing at 9:59 p.m. as there was no one present wishing to speak.

Councilmember Rigney made a motion to approve Ordinance O-21-2179 with the amendment as provided by the City Attorney, seconded by Councilmember Kelley.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-21-4662

Appointing the adhoc General Fund Capital Improvement Project Fee Advisory Committee

Mayor Newton read Resolution R-21-4662 in its entirety.

Mayor Newton stated the resolution appoints June Shrewsbury, Chair, and Tim Raine, Vice Chair, and appoints members Ray Allee, Thomas Bauch, James Dove, Cliff LeBlanc, Jeff Piston, Scotty Richardson, and Tony Seris.

Mayor Newton opened and closed the public hearing at 10:07 p.m. as there was no one present wishing to speak.

Councilmember Dodson made a motion to approve Resolution R-21-4662, seconded by Councilmember Wheat.

The motion to approve carried by the following vote:

Ayes: 7 – Mayor Newton, Mayor Pro Tem Lindamood, Councilmembers Nakamura, Wheat, Dodson, Kelley, and Rigney.

8. CITIZEN COMMENTS

Kathy Hadley, 204 Timberline Drive S, spoke regarding Jackson Road, the Senior Center renovation, and the need to involve the seniors. Mrs. Hadley also stated the 26 medians are beautiful and thanked the Council and staff for the work they do.

Kathleen Hennessey, 5301 Stonebridge, spoke regarding challenges, which need to be addressed regarding the preservation and responsibility for tree trimming.

9. REPORTS

Planning and Zoning Commission Minutes - September 13, 2021

Planning and Zoning Commission Worksession Minutes - September 27, 2021

There was no discussion of this item.

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, OCTOBER 19, 2021 - READING AND PUBLIC HEARING - RESOLUTION R-21-4663

This resolution was not needed.

11. ADJOURNMENT

There being no further business before the City Council, Mayor Newton adjourned the meeting without objection by the City Council at 10:20 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 1ST DAY OF NOVEMBER 2021.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 4b

Agenda Date 11/1/2021

Number

Type Resolution

Department Engineering

Title

Approval of a construction contract with Scott Beck Construction, Inc., for the City Hall and Library Interior Finishes Renovation Project, in an amount not to exceed \$545,669.32, and a contingency amount not to exceed \$50,000, and authorizing the City Manager to execute the contract

Strategic Plan

5.3 Provide attractive facilities for leisure and recreation

Explanation

Reading and Public Hearing

The project was authorized in the FY21-25 Capital Improvement Program by Resolution R-20-4535 in an amount of \$525,000.00. The award shall be based on the lowest responsible bidder whose evaluation by the City indicates to be in the best interest of the City and taxpayers. After review of pricing, references, and qualifications, the recommendation is to award the contract to Scott Beck Construction, Inc.

The project renovations involve interior renovations and finish replacement at City Hall and the second floor of the Library. Renovations include carpet replacement, tile replacement, auditorium seat replacement, new granite countertop placement, the installation of new epoxy flooring, new handrails, and selective re-staining of wood trim and casework.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on September 12, 19, and 26, 2021. The notice to bidders and bid packets were posted on CivCast for free downloading and distributed to the Dodge Lead Center, BlueBook Building and Construction Network, and Construct Connect, which includes ISqFt, CMD, CDC, and Bid Clerk. Additionally, staff directly notified a list of local contractors who may be interested in the bid opportunity. The project had 66 plan holders, of which were two architects, one engineer, 41 general contractors, two manufacturer, four other, seven plan rooms, eight sub-contractors, and one supplier.

The City received five sealed bids, which were opened and publicly read aloud on October 12, 2021.

Contractor	Base Bid Amount	Contingency Amount	TOTAL Contract Amount
Scott Beck Construction, Inc.	\$545,669.32	\$50,000	\$595,669.32
Real Network Services Inc.	\$568,948.00	\$50,000	\$618,948.00
CMC Development & Construction Corporation	\$585,000.00	\$50,000	\$635,000.00
JM Construction Solutions	\$597,851.64	\$50,000	\$647,851.64
Azteca Enterprises	\$658,918.00	\$50,000	\$708,918.00

Financial Impact

The funding source for this project is the Tax Increment Finance District.

Recommendation

Approve

Attachments

1. Resolution R-20-4535
2. Bid Tabulation
3. Award Recommendation
4. Form 1295
5. Construction Services Agreement

RESOLUTION R-20-4535

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 15, 2020

WHEREAS, City Council has taken action on certain items on the agenda under Consent Items.

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of September 1, 2020
 - b. Approval of the continuance of the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$206,623.40, and authorize the City Manager to execute same, and any associated change orders, in an amount not to exceed 25 percent of the contract price
 - c. Approval of the FY2021 fleet replacement schedule
 - d. Adoption of the Fiscal Year 2021 to 2025 Capital Improvement Program (CIP)
 - e. Approval to purchase a replacement Harben Sewer Jet truck from Patterson Equipment, through the Texas Local Government Purchasing Cooperative (BuyBoard) in an amount not to exceed \$117,287.00, and authorizing the City Manager to execute the contract
 - f. Approval to extend an ongoing annual partnership agreement with Autobahn Motor Cars to sponsor the loan of a vehicle to the Colleyville Police Department for the expressed use of the Colleyville Heritage High School Resource Officer
 - g. Approval of Amendment No. 1 of the Interlocal Agreement for Combined Animal Control and Shelter Services for the cities of Keller, Southlake, and Colleyville to add the city of Roanoke as a contracting partner

- h. Approval of Amendment No. 1 of the Interlocal Agreement for Combined Public Safety Dispatching and Jail Services for the cities of Keller, Southlake, and Colleyville to add the city of Roanoke as a contracting partner

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF **7** AYES, **0** NAYS ON THIS THE 15TH DAY OF SEPTEMBER 2020.

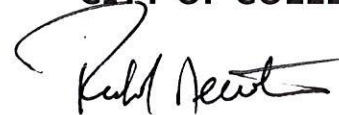
Mayor Richard Newton	<u>Aye</u>	Mayor Pro Tem Bobby Lindamood	<u>Aye</u>
Place 1, Tammy Nakamura	<u>Aye</u>	Place 3, Kathy Wheat	<u>Aye</u>
Place 4, George Dodson	<u>Aye</u>	Place 5, Chuck Kelley	<u>Aye</u>
Place 6, Callie Rigney	<u>Aye</u>		

ATTEST:



Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE



Richard Newton
Mayor

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2020	Estimated 8/1/2020 Available Balances		\$16,999,238	\$6,343,096	\$4,206,052	\$1,810,127	\$0	\$201,853	\$533,476	\$1,484,169	\$1,343,197	\$491,783	\$14,839,180	\$2,454,899	\$1,060,211	\$1,019,582	\$4,327,068
	Projects under contract or in progress																
	Batting Cages for City Park Baseball Facility	\$95,000	\$0	\$0	\$95,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bransford Rd Trail (Field St to Cotton Belt Trail)-Desig	\$16,000	\$16,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bransford Water Tank Rehabilitation - Construction	\$1,103,000	\$0	\$1,103,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Cheek-Sparger Road (San Bar to Brown Trail) - Design	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0
	Colleyville Center New Roof	\$40,000	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Colleyville Center Renovation FY2020	\$56,500	\$0	\$0	\$56,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Construction of Parking Facility at Central Fire Station	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0
	Drainage Fee Assessment Study	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0
	Drainage Improvements FY2020	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	John McCain Rd Trail-Design	\$14,000	\$14,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	John McCain Road and Westcoat Drive Roundabout - Construction	\$1,100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100,000	\$0	\$0	\$0	\$0
	Justice Center - Metal Roof Coating	\$246,500	\$246,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Keyless Entry /Card Reader Expansion	\$70,000	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Land Purchase	\$5,600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,600,000	\$0	\$0	\$0	\$0
	L.D. Lockett Pump Station Emergency Generator	\$410,000	\$0	\$410,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Landscape Improvements Near Pavilion at McPherson	\$20,000	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation FY2020	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Nature Center Trail-Design	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0
	New Warmup Area at City Park Baseball Fields	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
	Park Signage/Branding Program FY2020	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2020	\$25,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Playground Improvements at Sparger Park	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Waterline (John McCain North to Bear Creek)	\$22,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,000
	Public Works Service Center Site Improvements-Design	\$32,000	\$32,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility at Nature Center	\$351,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$351,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility at Reagan Park	\$235,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$235,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility Renovation at City Park	\$903,000	\$0	\$0	\$503,000	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0
	Roberts Road (Glade to Grapevine City Limits) - DESIGN	\$132,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$132,000	\$0	\$0	\$0	\$0
	Roberts Road (Glade to Grapevine City Limits) - ROW	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0
	SH26 Beautification FY2020	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$0	\$0	\$0	\$0
	Stormwater Master Plan	\$193,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$193,000	\$0	\$0	\$0	\$0
	Street Pavement Marking-2020	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Supervisory Control and Data Acquisition (SCADA) Replacement	\$210,000	\$0	\$210,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 10: Apple Valley Subdivision/Rustic Oaks	\$3,000	\$0	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 11: Tinker Road Water Lines - Design	\$342,000	\$287,000	\$49,200	\$0	\$5,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Risk and Resilience Assessment	\$15,000	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water, Wastewater, and Roadway Impact Fee Update	\$128,000	\$0	\$0	\$0	\$0	\$0	\$32,000	\$32,000	\$0	\$0	\$0	\$0	\$0	\$0	\$32,000	\$32,000
	Sum Of Total Project Cost:	\$15,017,500	\$1,240,500	\$1,790,200	\$714,500	\$305,800	\$0	\$32,000	\$32,000	\$586,500	\$575,000	\$0	\$9,655,000	\$0	\$0	\$32,000	\$54,000
	(+) Year-end surplus contributions		\$1,395,305	\$1,330,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Costs not included in project list				\$845,263							\$57,382	\$759,678				
	(+) FY21 Budgeted Contribution		\$0	\$78,323	\$799,438	\$20,000	\$0	\$10,000	\$254,444	\$46,586	\$54,067	\$40,555	\$767,084	\$59,286	\$11,492	\$19,297	\$88,608

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2021	Estimated 10/1/2020 Available Balance		\$17,154,043	\$5,961,219	\$3,445,727	\$1,724,327	\$3,077,000	\$179,853	\$755,920	\$944,255	\$822,264	\$474,956	\$5,191,586	\$2,514,185	\$1,071,703	\$1,006,879	\$4,361,676
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2021	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bedford Rd Trail (Glade to Cheek-Sparger)-Design	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bransford Rd Trail (Field St to Cotton Belt Trail)-Const	\$800,000	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Central Fire Station Interior Renovation	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$0	\$0	\$0	\$0
	Cheek-Sparger Road (San Bar to Brown Trail) - Const	\$4,105,000	\$0	\$900,000	\$0	\$0	\$1,877,000	\$0	\$0	\$0	\$0	\$0	\$1,328,000	\$0	\$0	\$0	\$0
	Cheek-Sparger Trail-Design	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$0	\$0	\$0	\$0
	City Hall Interior Renovation	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0
	City Hall Dumpster Enclosure and Storage Facility	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	City Hall/Library - HVAC Replacement	\$327,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$327,600	\$0	\$0	\$0	\$0
	City Park Pickleball Court	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0
	City Park Softball Shade Structure and Playground Im	\$300,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Fee Impervious Area Study	\$90,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,900	\$0	\$0	\$0	\$0
	Drainage Improvements FY2021	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Fiber Optic	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0
	Fire Station 2 AC Replacement	\$30,000	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Fire Stations Bay Area Renovation	\$200,000	\$115,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,000	\$0	\$0	\$0	\$0
	Flashing Lights for Pedestrian Crosswalks-2021	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Flood Gates Upgrade	\$425,000	\$0	\$0	\$0	\$425,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Glade Rd (Phase 2-SH26 to Pool) Design	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000	\$0	\$0	\$0	\$0
	Glade Road (Phase 2 - SH26 to Pool) - FY21 Construct	\$9,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,000,000	\$0	\$0	\$0	\$0
	Glade Road at Bluebonnet Drive	\$1,900,000	\$0	\$0	\$0	\$0	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$700,000	\$0	\$0	\$0	\$0
	Improvements to Parks Building (on Bransford)	\$380,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$380,000	\$0	\$0	\$0	\$0	\$0	\$0
	John McCain Rd Trail-Construction	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$0	\$0	\$0	\$0
	Justice Center - HVAC Replacement	\$395,000	\$395,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Justice Center Exterior Safety Enhancements	\$450,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0
	L.D. Lockett Road Right Turn Ln - Construction	\$310,000	\$0	\$0	\$0	\$0	\$0	\$0	\$310,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Library 2nd Floor Renovation	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2021	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Overland Park Amenity	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
	Park Signage/Branding Program FY2021	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2021	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parks House Demo and Site Prep	\$20,000	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2021	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Permit Software Acquisition	\$300,000	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$180,000	\$0	\$0	\$0	\$0
	Pleasant Run Practice Fields New Restroom	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Road Bridge at Big Bear (White Chapel	\$400,000	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Road Rehabilitation (John McCain to N	\$1,800,000	\$1,250,000	\$0	\$0	\$550,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Pleasant Run Road Waterline (John McCain North to	\$850,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$800,000
	Public Works Service Center Renovations	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Senior Center Exterior Renovations	\$120,000	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Senior Center RFP Professional Services	\$65,000	\$0	\$0	\$65,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	SH26 Beautification FY2021	\$7,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500,000	\$0	\$0	\$0	\$0
	Street Maintenance County-2021	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2021	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2021	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 10: Apple Valley/Rustic Oaks/Bills Lane	\$630,000	\$0	\$630,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 11: Tinker Road Water/Drainage/Road	\$2,700,000	\$1,800,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
	Water Project 12: Woodbriar Estates - Design	\$100,000	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 18: Pecan Park Estates-Design	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
	Water Project 6: Quail Crest - Design	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 1: Woodbriar and Quail Crest Subdivisio	\$350,000	\$0	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 10: Rehabilitation of Priority 2 Manholes	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 5: Quails Path - Design	\$90,000	\$0	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$40,253,500	\$7,480,000	\$2,370,000	\$685,000	\$1,975,000	\$3,077,000	\$0	\$310,000	\$300,000	\$530,000	\$0	\$21,756,500	\$0	\$200,000	\$350,000	\$1,220,000
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$3,921,570							\$186,262	\$194,318				
	(-/+) Transfers in/out		-\$10,381,432										\$11,281,432				
	(+) FY22 Budgeted Contribution		\$2,244,834	\$546,941	\$2,287,391	\$8,622	\$0	\$10,000	\$450,000	\$28,885	\$174,445	\$127,400	\$6,525,730	\$49,314	\$21,434	\$49,500	\$210,000

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2022	Estimated 10/1/2021 Available Balance		\$2,037,445	\$4,669,260	\$1,126,548	-\$42,051	\$1,222,302	\$189,853	\$895,920	\$673,140	\$466,709	\$416,095	\$1,047,930	\$2,563,499	\$893,137	\$706,379	\$3,351,676
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2022	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bedford Rd Trail (Glade to Cheek-Sparger)-Construction	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	City Park Fence Replacement	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0
	City Park New Amenity	\$700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$659,000	\$0	\$0	\$0	\$0	\$41,000	\$0	\$0
	Cooks and Waller Lane	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Improvements at Nature Center	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Improvements FY2022	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Flashing Lights for Pedestrian Crosswalks-2022	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Glade Road (Phase 2 - SH26 to Pool) - FY22 Construct	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$0	\$0	\$0	\$0
	Hardage Lane	\$900,000	\$900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Jackson Road Bridge Renovation-Construction	\$1,222,302	\$0	\$0	\$0	\$0	\$1,222,302	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Justice Center Exterior Cleaning and Sealing	\$350,000	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Justice Center Interior Renovation	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2022	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Nature Center Trail-Construction	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0
	Overland Park Amenity Phase II	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
	Park Signage/Branding Program FY2022	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2022	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2022	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility Renovation FY2022	\$75,000	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Roberts Road - Construction	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$0	\$0	\$0	\$0
	Senior Center Renovations	\$3,000,000	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0
	SH26 Beautification FY2022	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$0
	Street Maintenance County-2022	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2022	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2022	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 12: Woodbriar Estates - Construction	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 16: Timberline Drive - Design	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 18: Pecan Park Estates-Construction	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000
	Water Project 5: Brighton Oaks - Design	\$250,000	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 6: Quail Crest - Construction	\$700,000	\$0	\$700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 1: Woodbriar and Quail Crest Subdivisio	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	WW Project 5: Quails Path WW Renewal and Road F	\$1,300,000	\$500,000	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$28,527,302	\$4,350,000	\$4,950,000	\$875,000	\$300,000	\$1,222,302	\$0	\$0	\$659,000	\$580,000	\$0	\$10,750,000	\$2,500,000	\$41,000	\$0	\$800,000
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$1,543,743							\$150,248	\$196,261				
	(-/+) Transfers in/out		-\$1,747,092										\$2,647,092				
	(+) FY23 Budgeted Contribution		\$2,211,191	\$794,326	\$2,287,491	\$0	\$0	\$10,000	\$450,000	\$23,463	\$167,334	\$133,720	\$7,719,252	\$49,413	\$17,863	\$37,125	\$157,500

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2023	Estimated 10/1/2022 Available Balance		-\$1,348,456	\$1,044,686	\$995,296	-\$142,051	\$0	\$199,853	\$1,345,920	\$37,603	\$54,043	\$399,567	\$468,013	\$112,912	\$870,000	\$743,504	\$2,709,176
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2023	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Cheek-Sparger Trail	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0
	City Hall - Boiler Replacement	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Dog Park/Splash Pad	\$700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700,000	\$0	\$0
	Drainage Improvements FY2023	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Kimzey Park Playground Improvements	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2023	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Nature Center Trail PH2-Construction	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2023	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2023	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Rehabilitate the Historic Fire Station	\$234,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$234,000	\$0	\$0	\$0	\$0
	Senior Center Renovations-2023	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0
	Street Maintenance County-2023	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2023	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2023	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 14: Mixed Use Connections-Design	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 5: Brighton Oaks Water/Street Rehabi.	\$2,550,000	\$650,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,900,000
	Water Project 16: Timberline Drive - Construction	\$2,500,000	\$700,000	\$1,800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Woodbriar/Quail Crest Street Rehabilitation (Compai	\$1,200,000	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$15,159,000	\$4,575,000	\$2,000,000	\$1,300,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$4,384,000	\$0	\$700,000	\$0	\$1,900,000
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$1,568,445							\$151,263	\$198,224				
	(-/+) Transfers in/out		\$1,259,827										-\$1,159,827				
	(+) FY24 Budgeted Contribution		\$2,202,895	\$1,038,457	\$2,338,901	\$0	\$0	\$10,000	\$450,000	\$5,000	\$159,081	\$140,356	\$6,918,579	\$44,512	\$17,400	\$27,844	\$118,125
2024	Estimated 10/1/2023 Available Balance		-\$1,960,734	\$614,243	\$465,752	-\$242,051	\$0	\$209,853	\$1,795,920	\$42,603	\$213,124	\$388,660	\$1,644,541	\$157,424	\$187,400	\$771,348	\$927,301
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2024	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	City Hall and Library Exterior Cleaning and Sealing	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$0	\$0
	Bedford Road Trail - Construction	\$1,500,000	\$1,500,000	\$0			\$0	\$0	\$0				\$0			\$0	\$0
	Drainage Improvements FY2024	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2024	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2024	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2024	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Restroom Facility Renovation FY2024	\$75,000	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Concrete Panel Replacement-2024	\$750,000	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance County-2024	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2024	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2024	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 14: Mixed Use Connections-Constructi	\$1,700,000	\$0	\$1,700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 17: Monticello - Design	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$7,250,000	\$4,075,000	\$1,900,000	\$375,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$0	\$0	\$0	\$0
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$1,591,974							\$152,309	\$200,206				
	(-/+) Transfers in/out		\$4,800,000										-\$5,700,000				
	(+) FY25 Budgeted Contribution		\$1,702,598	\$1,301,597	\$2,381,077	\$0	\$0	\$10,000	\$450,000	\$5,000	\$162,262	\$147,324	\$7,123,887	\$44,601	\$3,748	\$20,883	\$88,594

Exhibit C
5 Year Capital Improvement Plan
Fiscal Year 2021-2025

Year	Title	Total Project Cost	Capital Projects Fund	**Utility Fund	CEDC (Parks, Trails & Libraries)	Drainage Fund	*FHA/TxDOT	*Impact Fees - Area I (East of 26)	*Impact Fees - Area II (West of 26)	Parkland Dedication Fund	Voluntary Park	Voluntary Library	TIF	Tomorrow Fund - City	Tomorrow Fund - Parks	**Wastewater Impact Fees	**Water Impact Fees
2025	Estimated 10/1/2024 Available Balance		\$966,864	\$546,940	\$879,855	-\$342,051	\$0	\$219,853	\$2,245,920	\$47,603	\$375,386	\$383,674	\$2,268,222	\$202,025	\$191,148	\$792,231	\$1,015,895
	Annual Sidewalk/Trail Construction/Grant Match FY2	\$400,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0
	Annual Small Segment Sidewalk/Trail Construction FY2025	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Drainage Improvements FY2025	\$500,000	\$50,000	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0
	Library Equipment Replacement	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0
	Misc Concrete Rehabilitation-2025	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parking Facility Pavement Marking-2025	\$50,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Parkway Tree Removal and Replacement-2025	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Concrete Panel Replacement-2025	\$750,000	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance County-2025	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Maintenance Program-2025	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Street Pavement Marking-2025	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 13: Glade at Old Oak and SH121 - Desi	\$200,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Water Project 17: Monticello - Construction	\$3,000,000	\$2,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sum Of Total Project Cost:	\$6,725,000	\$4,575,000	\$1,200,000	\$300,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$100,000	\$250,000	\$0	\$0	\$0	\$0
	(+) Year-end surplus contributions		\$500,000	\$531,100	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	(-) Operational Costs not included in project list				\$1,021,821							\$153,387	\$202,208				
	(-/+) Transfers in/out		\$8,068,697										-\$8,068,697				
	(+) FY26 Budgeted Contribution		\$1,709,365	\$1,573,732	\$2,413,367	\$0	\$0	\$10,000	\$450,000	\$5,000	\$165,508	\$154,640	\$7,335,353	\$44,690	\$3,823	\$15,662	\$66,445
	Estimated 10/1/25 Available Balances		\$6,669,926	\$1,451,772	\$1,971,401	-\$442,051	\$0	\$229,853	\$2,695,920	\$52,603	\$540,894	\$284,927	\$1,082,670	\$246,715	\$194,971	\$807,893	\$1,082,340
	Total Project Cost Grand Total Sum:	\$112,932,302	\$26,295,500	\$14,210,200	\$4,249,500	\$3,480,800	\$4,299,302	\$32,000	\$342,000	\$1,545,500	\$1,685,000	\$100,000	\$47,395,500	\$2,500,000	\$941,000	\$382,000	\$3,974,000

*These revenue sources are located in the Utility Capital Fund, but for the purposes of this report we've broken them out. To get actual projected balance of that fund, add these together.

**These revenue sources are located in the General Capital Fund, but for the purposes of this report we've broken them out. To get actual projected balance of that fund, add these together.

City Hall and Library Interior Finishes Renovation

Bid Tabulation

October 12, 2021

Item	Description	Unit	Quantity	WRG	Scott Beck Construction Inc	REAL Network Services In.	CMC Development & Construction Corporation	JM Construction Solutions	Azteca Enterprises
1	Mobilization, Demobilization, Bonds and Insurance in accordance with the Notice to Bidders; for lump sum of:	LS	1	\$0.00	\$142,700.00	\$144,992.00	\$10,000.00	\$174,135.92	\$99,332.00
2	Removal and replacement of approximately 1,480 s.f. of toilet room porcelain tile flooring and base on all three floors of the City Hall and two floors of the Library building; for the lump sum of:	LS	1	\$0.00	\$54,760.00	\$49,206.00	\$35,000.00	\$30,231.89	\$68,284.00
3	Removal and replacement of approximately 16,894 s.f. of carpet for all three floors of the City Hall; for the lump sum of:	LS	1	\$0.00	\$131,435.32	\$105,272.00	\$95,000.00	\$106,746.56	\$140,082.00
4	Removal and replacement of approximately 6,970 s.f. of carpet for the second floor Library building; for the lump sum of:	LS	1	\$0.00	\$55,760.00	\$43,432.00	\$67,000.00	\$81,764.75	\$68,036.00
5	Removal and replacement of approximately 4,466 s.f. of Luxury Vinyl Plank on all three floors of the City Hall; for the lump sum of:	LS	1	\$0.00	\$35,728.00	\$61,040.00	\$66,000.00	\$73,201.68	\$65,316.00
6	Removal and replacement of approximately 1,233 s.f. of Luxury Vinyl Plank on two floors of the Library building; for the lump sum of:	LS	1	\$0.00	\$9,864.00	\$16,852.00	\$25,000.00	\$21,620.84	\$19,657.00
7	Preparation and installation of approximately 386 s.f. of new epoxy flooring as specified in the Library building stairwells; for the sum of:	LS	1	\$0.00	\$10,422.00	\$14,182.00	\$13,000.00	\$9,650.00	\$33,575.00
8	Removal and replacement of approximately 141 fixed audience seating in the third floor City Hall Council Chamber; for the lump sum of:	LS	1	\$100,560.39	\$92,000.00	\$121,402.00	\$254,000.00	\$91,500.00	\$144,673.00
9	Fabrication and placement of new Granite countertops and dais facing in the City Hall Council Chamber; for the lump sum of:	LS	1	\$0.00	\$13,000.00	\$12,570.00	\$20,000.00	\$9,000.00	\$19,963.00
Sub Total				\$100,560.39	\$545,669.32	\$568,948.00	\$585,000.00	\$597,851.64	\$658,918.00
10	Owner's Contingency Complete in place for the sum of:	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Grand Total				\$150,560.39	\$595,669.32	\$618,948.00	\$635,000.00	\$647,851.64	\$708,918.00



October 21, 2021

Ray Silva-Reyes, Director of Public Works
The City of Colleyville
100 Main Street, 2nd Floor
Colleyville, TX 76034

Re: Colleyville City Hall and Library Interior Finishes Renovation – Bid Recommendation

Dear Mr. Silva-Reyes,

I have reviewed the bid documents of the five (5) contractors who submitted for the Colleyville City Hall and Library Interior Finishes Renovation project. After review of pricing, references, and qualifications, it is my recommendation that Scott Beck Construction be awarded the Contract. Scott Beck Construction is a locally based company with experience in similar project types. In fact, they were the Contractor who completed the City Hall Entry Door Renovation project in 2019. During this project they proved responsive, demonstrated a high level of workmanship, and showed a desire to do things right.

Scott Beck Construction was also the lowest bid—coming in just under the estimate we provided as a fair price for this scope of work.

Please let me know if I can be of further assistance in this matter.

Sincerely,

Stephen Bingham, AIA

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Scott Beck Construction Inc
North Richland Hills, TX United States

Certificate Number:
2021-815139

Date Filed:
10/20/2021

Date Acknowledged:
10/21/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Colleyville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

BSV-2021-005
New Flooring, Furniture, Stone

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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Scott Beck Construction Inc
North Richland Hills, TX United States

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City of Colleyville

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BSV-2021-005
New Flooring, Furniture, Stone

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Steven Michael Nance, and my date of birth is Nov 2, 1969

My address is 5120 Gibbons Drive, N. Richland Hills, TX, 76180, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 20 day of October, 2021.
(month) (year)



[Signature]

Signature of authorized agent of contracting business entity
(Declarant)

CONSTRUCTION SERVICES AGREEMENT
City Hall and Library Interior Finishes Renovation

This **CONSTRUCTION SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between **Scott Beck Construction, Inc.**, a Texas Corporation, hereinafter called "CONTRACTOR", and the **City of Colleyville, Texas**, hereinafter called "CITY".

RECITALS

WHEREAS, CITY desires CONTRACTOR to perform certain work and services set forth in Section 1 (the "Scope of Services"), and

WHEREAS, CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in the Contract Documents, and enumerated under Section 1, of this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, CITY and CONTRACTOR agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary services, labor, materials, equipment and supplies related to the Colleyville City Hall and Library Interior Finishes Renovation (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services required herein to the satisfaction of CITY and has been paid in full by City, unless sooner terminated as provided in Section 9, below.

Section 3. Contract Documents

A. This Agreement is a part of the Contract Documents, which include:

- 1) This Agreement, including all exhibits and addenda hereto;
- 2) CITY'S Specifications and Contract Documents for the Project contained in the City's Invitation for Bid # BSV 2021-005 ("Bid Packet");
- 3) CITY'S written notice(s) to proceed to the CONTRACTOR;
- 4) Properly authorized change orders;
- 5) CONTRACTOR's Bid Proposal ("Proposal" and/or "Response"); and
- 6) Any other materials distributed by the CITY that relate to the Project.

In the event there exists a conflict between any term, provision and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this Section 3. If discrepancies are found that may impact CONTRACTOR's work or services related to the Project, it shall be the CONTRACTOR's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the Project. Should CONTRACTOR fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the Project, CONTRACTOR shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.

Section 4. Contractor Obligations

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should CITY require additional services not included under this Agreement, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Agreement, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

C. Unless otherwise agreed, CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the Scope of Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

D. CONTRACTOR shall comply with all laws, ordinances, rules and regulations governing CONTRACTOR's performance of this Agreement.

E. All minor details of the work not specifically mentioned in the Scope of Services or Project Drawings but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. CONTRACTOR will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this Agreement shall be understood to mean and include all work that may be required by CITY to be done by CONTRACTOR to accomplish any alteration or addition to the work as shown on the Project Drawings. It is agreed that CONTRACTOR shall perform all extra work under the direction of the City's Representative when presented with a written work order signed by the City's Representative, subject, however, to the right of CONTRACTOR to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

F. CONTRACTOR agrees to indemnify, defend, and save CITY harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies incurred in the furtherance of the performance of this Agreement. When CITY requests, CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

Section 5. Payment

A. CITY agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in a total amount not to exceed FIVE HUNDRED AND NINETY-FIVE THOUSAND SIX HUNDRED AND SIXTY-NINE AND 32/100 DOLLARS (\$595,669.32) ("Contract Price"), subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to CONTRACTOR shall be monthly based on the CONTRACTOR'S monthly progress report and detailed monthly itemized statement for services that shows the names of the

CONTRACTOR'S employees, agents, contractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form reasonably acceptable to CITY. CITY shall pay such monthly statements within thirty (30) days after receipt and CITY verification of the services.

B. CITY may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to CITY. In the event of any breach by CONTRACTOR of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against CITY, or the CITY'S premises, arising out of CONTRACTOR's performance of this Agreement, CITY shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the CITY from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

C. CITY may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating possible filing of claims;
- (3) Failure of CONTRACTOR to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the CONTRACTOR; or
- (4) Damages to another contractor or subcontractor.

When the above grounds are removed, or CONTRACTOR provides a surety bond satisfactory to CITY which will protect CITY in the amount withheld because of said grounds, CITY will release the amounts withheld.

Section 6. Responsibilities

A. CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

B. Neither CITY's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of CITY under this Agreement are as provided by law.

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with CITY'S requirements. The time for performance under this Agreement is One Hundred and Twenty (120) calendar days. Accordingly, CONTRACTOR shall complete all work related to the Project on or before the 120th calendar day following the date of CITY'S written notice to proceed to CONTRACTOR.

B. In the event CONTRACTOR's performance of this Agreement is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

D. CONTRACTOR understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as may otherwise be provided for extension of time herein), the CITY may withhold permanently from the Contract Price an amount equal to \$2,000 per day, which the parties mutually agree is the amount reasonably necessary to mitigate the effect upon CITY of CONTRACTOR's delay in performance for this particular Project.

E. In case CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if CONTRACTOR fails to comply with the orders of the CITY, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds may be notified in writing by CITY and directed to complete the work (at CITY'S sole discretion), and a copy of said notice shall be delivered to CONTRACTOR. After receiving said notice of abandonment, CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the CITY or the Surety on the performance bond, or another contractor in completion of the work; and CONTRACTOR shall not receive any rental or credit therefor, it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. Nothing in this section shall be deemed a waiver of any remedy available to the CITY under this Agreement and the CITY shall retain all remedies upon default provided in Section 14 herein.

(1) In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within Ten (10) days after service such notice, then the CITY may provide for completion of the work in either of the following elective manners:

- a. The CITY may employ such force of labor and use such machinery, equipment, tools, materials and supplies as said CITY may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the CITY out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or its Surety shall pay the amount of such excess to the CITY; or
- b. The CITY under sealed bids, when and in the manner required by law, may let the contract for the completion of the work under substantially the same terms and

conditions which are provided in this Agreement. In the case of any increase in cost to the CITY under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the CONTRACTOR and/his Surety shall be credited therewith.

Section 8. Ownership of Project; Bill of Sale

A. CONTRACTOR warrants that title to all work, including all equipment and materials incorporated into the Project, will pass to CITY no later than the time of final payment. CONTRACTOR further warrants that upon payment by CITY, all Work for which payments have been received from CITY shall be free and clear of liens, claims, security interests or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

B. CONTRACTOR agrees to assign to CITY at the time of completion of the Scope of Services all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees to perform the Project in such manner to preserve all manufacturer's warranties. If necessary as a matter of law, CONTRACTOR may retain the right to enforce directly any such manufacturers' warranties during the one year period following the date of acceptance of the Project by City.

Section 9. Termination

A. CITY may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to CONTRACTOR. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Agreement, will be made based on services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. If CITY requires a modification of this Agreement with CONTRACTOR, and in the event CITY and CONTRACTOR fail to agree upon a modification to this Agreement, CITY shall have the option of terminating this Agreement and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Agreement, for the services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

Section 10. Insurance

A. CONTRACTOR shall during the term hereof maintain in full force and effect the following insurance:

- (1) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONTRACTOR's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate for injury to persons (including death), and for property damage; and
- (2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONTRACTOR, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and

- (3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of CONTRACTOR's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

B. All insurance and certificate(s) of insurance shall:

- (1) provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance; and
- (2) name CITY, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and
- (3) provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services. Contractor shall provide written notice to CITY of any material change of or to the insurance required herein.

Section 11. Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 12. Assignment

CONTRACTOR shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of CITY.

Section 13. Applicable Laws

CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

Section 14. Default of CONTRACTOR

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event, of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubletting to others.

B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

Section 15. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by CONTRACTOR without a written agreement with CITY prior to the performance of such services.

Section 16. Execution Becomes Effective

This Agreement will be effective upon signing of the Agreement by authorized representatives of CONTRACTOR and CITY.

Section 17. Agreement Amendments

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 18. Severability

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

Section 19. Independent Contractor.

In satisfying the conditions of and providing the services under this Agreement, CONTRACTOR is acting independently, and CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Agreement shall be in the capacity of an independent contractor and not as an agent or employee of CITY. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

Section 20. Right-Of-Access.

CITY will obtain and/or furnish right-of-access on any project site for CONTRACTOR to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. CONTRACTOR will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 21. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to CITY:	City Manager Attn: Jerry Ducay City of Colleyville 100 Main Street Colleyville, Texas 76034
With copy to:	Whitt L. Wyatt, City Attorney 100 Main Street, 3 rd Floor Colleyville, Texas 76034
If to CONTRACTOR:	Scott Beck Construction, Inc. Attn: Mike Nance Project Manager 4028 Rufe Snow Drive North Richland Hills, Texas 76180

Section 22. Counterparts

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the

same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 23. Recitals; Exhibits.

All recitals and exhibits attached hereto are incorporated and made a part hereof for all purposes.

Section 24. Survival of Obligations.

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 25. Sales and Use Taxes

CONTRACTOR understands and acknowledges that CITY is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. CITY agrees to provide CONTRACTOR such documentation as may otherwise be required by state law to allow CONTRACTOR to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

Section 26. Audits and Records.

CONTRACTOR agrees that during the term hereof the CITY and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of CONTRACTOR's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the CITY or date of termination if sooner.

Section 27. Conflicts of Interests.

CONTRACTOR represents that no official or employee of the CITY has any direct or indirect pecuniary interest in this Agreement.

Section 28. Hazardous Materials.

CONTRACTOR shall report the presence and location of any hazardous materials it notices or which an engineer of similar skill and experience should have noticed to the CITY.

Section 29. No Boycott Israel and/or No Industry Discrimination.

Pursuant to Texas Government Code Chapter 2270, the CONTRACTOR's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement. Pursuant to Texas Government Code Chapter 2251, the CONTRACTOR's execution of this Agreement shall serve as verification that the Organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

EXECUTED on November 1, 2021

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay, City Manager

ATTEST:

Christine Loven, City Secretary

APPROVED AS TO FORM:



Whitt L. Wyatt, City Attorney
Staff:PK:Date:October 13, 2021:v4.2019

EXECUTED on _____, 2021

CONTRACTOR
Scott Beck Construction, Inc.

By: _____
Mike Nance
Project Manager



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 4c

Agenda Date 11/1/2021

Number

Type Resolution

Department Engineering

Title

Approval of a Professional Services Agreement with MAS Consulting Engineers, in an amount not to exceed \$168,000, for the design of the Water Project 18: Pecan Park Water and Drainage Improvements Project, and authorizing the City Manager to execute the agreement

Strategic Plan

3.2 Ensure regular repair and replacement of water and wastewater facilities

Explanation

Reading and Public Hearing

In September of 2021, City Council approved the 2022-2026 Capital Improvement Program (CIP) by Resolution R-21-4651, which included the design of the Water Project 18: Pecan Park Estates. The original estimated cost for design in the CIP Plan is \$200,000.00.

The project consists of approximately 5,510 linear feet (LF) of water line improvements, and approximately 1,410 LF of drainage improvements. The limits of the project along Ponderosa Street extend from Tinker Road through Hardage Lane until Ponderosa Street intersects with Hardage Lane for a second time.

The City recently completed a Request for Qualifications process for professional engineering services. This process resulted in a total of 53 submittals from various professional engineering firms. Based on a review of the 53 submitted Statements of Qualifications, as well as an interview with the firm, staff is recommending the use of MAS Consulting Engineers, for this project. If approved, MAS Consulting Engineers will design the Water Project 18: Pecan Park Water and Drainage Improvements Project and prepare the engineering drawings for construction of this project.

The proposed engineering design proposal is comprised of basic services in the amount of \$168,000.00, which include topographic survey, water line design, paving design, and drainage design. For a total design cost of \$168,000.00. The Engineer's Opinion of Probable Construction Cost (OPCC) for this project is \$2,550,000.00.

Financial Impact

The funding source for this project is the Capital Utility Fund.

Recommendation

Approve

Attachments

1. Resolution R-21-4651
2. Professional Services Agreement

RESOLUTION R-21-4651

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 21, 2021

WHEREAS, City Council has taken action on certain items on the agenda under Consent Items.

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the Regular City Council meeting of September 7, 2021
 - b. Approval of the second renewal of the Interlocal Agreement for Combined Public Safety Dispatching and Jail Services
 - c. Approval of the continuance of the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$205,249.40, and authorize the City Manager to execute same, and any associated change orders, in an amount not to exceed 25-percent of the contract price
 - d. Approval of an agreement with MESA for construction administration and observation services for the SH26 Gateways project, in an amount not to exceed \$199,775, and authorizing the City Manager to execute the agreement
 - e. Adoption of the Fiscal Year 2022 to 2026 Capital Improvement Program (CIP)

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF **6** AYES, **0** NAYS ON THIS THE 21ST DAY OF SEPTEMBER 2021.

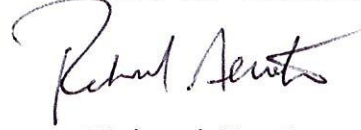
Mayor Richard Newton	<u>Aye</u>	Mayor Pro Tem Bobby Lindamood	<u>Aye</u>
Place 1, Tammy Nakamura	<u>Abs</u>	Place 3, Kathy Wheat	<u>Aye</u>
Place 4, George Dodson	<u>Aye</u>	Place 5, Chuck Kelley	<u>Aye</u>
Place 6, Callie Rigney	<u>Aye</u>		

ATTEST:

A handwritten signature in dark ink, reading "Christine Loven". The script is cursive and fluid.

Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE

A handwritten signature in dark ink, reading "Richard Newton". The script is cursive and fluid.

Richard Newton
Mayor

PROFESSIONAL SERVICES AGREEMENT

Water Project No. 18: Pecan Park Water and Drainage Improvements

This Professional Services Agreement (“Agreement”) is made by and between the City of Colleyville (“City”), and MAS Consulting Engineers (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires Professional to perform certain work and services set forth in Section 1, Scope of Services and

WHEREAS, Professional has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, City and Professional agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by City, Professional agrees to provide to City the professional services for the Water Project No. 18: Pecan Park Water and Drainage Improvements (“Project”), as set forth in the Scope of Services and drawings attached hereto as Exhibits “A” and “C”, respectively, which are incorporated herein by reference (the “Scope of Services”).

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Professional completes the services required herein to the satisfaction of City, unless sooner terminated as provided in Section 8, below.

Section 3. Professional Obligations

A. Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in Exhibit “B”, attached hereto and incorporated herein by reference, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such

personnel and assistance shall be a reimbursable expense to Professional only if authorized in writing in advance by City.

C. Professional shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

A. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in accordance with the payment schedule set forth in Exhibit "B," attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within 30 days of the City's receipt of an approved invoice.

B. City reserves the right to delay, without penalty, any payment to Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project as described in the Scope of Services.

C. The total compensation to Professional shall be as specified in payment schedule set forth in Exhibit "B", which shall not exceed ONE HUNDRED AND SIXTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$168,000). City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 5. Responsibilities

A. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.

B. Neither City's review, approval/acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

- C. The rights and remedies of City under this Agreement are as provided by law.

Section 6. Time for Performance

A. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements.

B. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by Professional and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of City. Professional and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Professional in connection with this Agreement are "works for hire" and shall be the property of City upon payment of Professional as provided in this Agreement. City shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. Professional shall, upon completion of the services and full payment for Professional's services by the City, or earlier termination and appropriate compensation as provided by this Agreement, provide City with reproductions of all materials, reports, and exhibits prepared by Professional pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the City.

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, computer code, software, estimates, surveys, other

data or work items, etc.) prepared under this Agreement shall be submitted for approval of City. All instruments of service shall be professionally sealed as may be required by law or by City.

C. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or other documents prepared by Professional, its employees, contractor, agents and consultants.

Section 8. Termination

A. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Professional. In the event suspension or termination is without cause, payment to Professional, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

B. Should City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Professional prior to such termination date.

C. Termination for Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor or any other circumstances beyond the reasonable control and without the fault or negligence of the party affected, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both parties shall proceed whenever such causes are removed or cease.

Section 9. Insurance

A. Professional shall during the term hereof maintain in full force and effect the following insurance:

- (i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;
- (ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;
- (iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers' Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and
- (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

- (i) Name the City, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);
- (ii) Provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance or reduction in coverage limits; and
- (iii) Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to City prior to commencement of services.

Section 12. Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY INDEMNITEES”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEE ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). PROFESSIONAL’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 13. Assignment

Professional shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of City.

Section 14. Applicable Laws

Professional shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Tarrant County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

Section 15. Default of Professional

In the event, Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by City to Professional, City may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others.

B. City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Professional.

Section 16. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by Professional without a written agreement with City prior to the performance of such services.

Section 17. Execution becomes Effective

This Agreement will be effective on the date when signed by authorized representatives of Professional and City (“the Effective Date”).

Section 18. Agreement Amendments

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

Section 19. Severability

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

Section 20. Independent Contractor

It is understood and agreed by and between the Parties that Professional in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional's actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

Section 21. Right-Of-Access.

City will obtain and/or furnish right-of-access on any project site for Professional to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services.

Section 22. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to City: Jerry Ducay, City Manager
City of Colleyville
100 Main Street
Colleyville, Texas 75077

With copy to: Whitt L. Wyatt
City Attorney's Office
100 Main Street, 3rd Floor
Colleyville, Texas 76034

If to Professional: Angel Sanchez, P.E.
President
MAS Consulting Engineers
2702 SE Loop 820
Fort Worth, Texas 76140

Section 23. Counterparts.

This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together

constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

Section 24. Exhibits.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 25. Survival of Obligations.

Any of the representations and obligations of the Parties, as well as any rights and benefits of the Parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 26. Authorization.

Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

Section 27. Successors and Assigns.

Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Section 28. Recitals.

The recitals to this Agreement are incorporated herein.

Section 29. Audits and Records.

Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

Section 30. Conflicts of Interests.

Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

Section 31. Hazardous Materials.

Professional shall report the presence and location of any hazardous materials it notices or which an engineer of similar skill and experience should have noticed to the City.

(Signature page to follow)

EXECUTED on _____.

CITY OF COLLEYVILLE, TEXAS

By: _____
Jerry Ducay, City Manager

APPROVED AS TO FORM:


By: _____
Whitt L. Wyatt, City Attorney
Staff:LFG:Date:09/23/2021

EXECUTED on _____.

MAS CONSULTING ENGINEERS

By: _____
Angel Sanchez, P.E.
President

EXHIBIT “A”
Water Project No. 18: Pecan Park Water and Drainage Improvements
SCOPE OF SERVICES

(attached)



May 13, 2021

Mr. Ray Silva-Reyes
City of Colleyville
100 Main Street
Colleyville, TX 76034

REFERENCE: Ponderosa Area Water Line and Drainage Improvements

Dear Mr. Silva-Reyes:

MAS Consulting Engineers (MAS) is pleased to offer Professional Engineering Services for the above referenced project. The attached Professional Engineering Services Contract includes the Scope of Services as presented in Exhibit A and is based on our recent conversations and includes compensation for said work in Exhibit B.

We appreciate the opportunity to provide the described services to the City of Colleyville and look forward to working with you and your staff. If you have any questions or if we may be of further assistance, feel free to call me at **817.708.2422**.

Respectfully Submitted,

M. Angel Sanchez, P.E.
Principal

Exhibit A
Scope of Services
City of Colleyville, Texas
Ponderosa Area

Water Line and Drainage Improvements

Exhibit B to Agreement between the City of Colleyville (Client) and MAS Consulting Engineers, LLC (Consultant)

The City of Colleyville desires to improve water lines serving the Pecan Estates Addition as well as to alleviate drainage problems in the neighborhood. The City of Colleyville Water and Wastewater Master Plan recommends replacing the subject existing and 6-Inch water lines with 8-inch diameter water lines. In addition, the residences in the area have experienced flooding along the drainage route from Park Court to State Highway 26. This proposal includes improvements to the drainage appurtenances and roadways to alleviate flooding in the area. Refer to table below for a schedule of proposed improvements included in this scope of services.

Street Name/Location	Start	End	Length (ft)	Existing Pipe Size (in)	Proposed Pipe Size (in)
Water Line Improvements					
Ponderosa Street	Hardage Lane	Tinker Road	3300	6	8
Park Court	Ponderosa Street	Cul-De-Sac	580	6	8
Ronna Court	Ponderosa Street	Cul-De-Sac	310	6	8
Ponderosa Court	Ponderosa Street	Cul-De-Sac	130	6	8
Hardage Lane	Grapevine Highway	1313 Hardage Lane	1190	6	8
Drainage Improvements					
Existing 10' Drainage Easement (Unimproved)	6004 Park Court	6009 Ronna Court	430	---	---
Ronna Court	6009 Ronna Court	Ponderosa Street	200	---	---
Ponderosa Street	Ronna Court	Down Stream Drainage Easement	250	---	---
Partially Improved 10' Drainage Easement	Ponderosa Street	Grapevine Highway	530	---	---

Existing Conditions:

Existing water lines serving the area are typically located in the parkway, approximately 4 feet behind the back of curb, on the south or west sides of the roadway. Located over or near the existing water line alignments are many masonry mailboxes, landscaping, retaining walls, large established trees, driveway approaches and sidewalks.

Based on recent conversations and a preliminary **drainage** analysis, MAS understands that capacity of the roadway and drainage appurtenances serving the area are not adequate to convey stormwater for intense storm events. Drainage analysis and design are included in this scope of services.

Proposed Improvements:

Water Lines: The proposed improvements include upsizing of existing water lines to 8-inches in diameter. The proposed water lines will be located beneath the roadway pavement, abandoning the existing water lines in place for all asphalt streets. Existing water lines in the Right-of-Way adjacent to concrete roadways will be removed and replaced in the same trench, typically 4 feet behind the back of curb.

Drainage: Based on conversations with city staff, residents in the subject area, and a preliminary drainage analysis prepared for this scope of services, MAS understands that existing drainage appurtenances and roadways do not have the capacity to convey runoff for rainfall events greater than the 1-year storm event. MAS prepared a preliminary drainage area map with computations to better understand the severity of the drainage issues impacting this neighborhood. The proposed drainage improvements include the installation of a storm sewer in combination with various surface drainage improvements from State Highway 26 to Park Court. Refer to exhibit C2 for the preliminary drainage plan depicting the proposed drainage improvements required to bring the drainage capacity to current city standards.

The Preliminary Opinion of Probable Construction Cost is \$ 2,550,000.

TASK 1: BASIC SERVICES: SURVEY

A. TOPOGRAPHIC SURVEY

- **Surface features including:** Driveway approaches, mailboxes, landscaping features, sidewalks, swales etc.
- **Incremental pavement sections** showing back of curb, gutter lines, edge of pavement, top of pavement, and parkway grades, etc.
- Elevations of **accessible subsurface utilities**, (i.e., manholes, inlets, junction boxes, water valves, etc.) within the existing Right-of-Way.
- **Locating existing trees** 4" and larger within the Right-of-Way and trees larger than 6" in diameter within 5' of apparent Right-of-Way.
- Topographic data referenced to **NAD 83, Texas North Central Zone, NAVD 88**
- **Contours** of the topography within the area described above.
- Apparent **Right-of-Way limits** based on property pins found and available boundary information.
- Preparation of **Right of Entry** documents.

Not included in this item:

- Location of irrigation control valves, heads, or appurtenances.

TASK 2 BASIC SERVICES: ENGINEERING

A. PROJECT MANAGEMENT, COORDINATION & DATA COLLECTION:

1. Manage the Team:

- **Lead, manage and direct design team activities**
- **Ensure quality control** is practiced in performance of the work
- **Allocate team resources**

2. Communications and Reporting:

- **Attend a project kickoff meeting with the *CLIENT*'s staff** to confirm and clarify scope, understand the *CLIENT*'s objectives, and ensure economical and functional conceptual designs will meet the *CLIENT*'s requirements
- **Conduct review meetings** with the *CLIENT* with each submittal
- **Prepare and submit monthly invoices** in the format acceptable to the *CLIENT*
- **Prepare and submit monthly progress reports**
- **Attend constructability review meeting** with *CLIENT*'s staff after the preliminary submittal.

3. Data Collection:

- **CONSULTANT will perform field visits** to observe and analyze existing conditions
- ***CLIENT* to provide** the City of Colleyville available “as-built” plats, easements, GIS information, and related studies
- In addition to data obtained from the *CLIENT*, **CONSULTANT will research proposed improvements in conjunction with any other planned future improvements known by the *CLIENT* that may influence the project**
- **The CONSULTANT will identify and seek to obtain data for existing conditions that may impact the project including but not limited to: utilities, Master Plans, and property ownership as available from the Tax Assessor's office**

B. Construction Plans for Water Line Improvements: MAS will prepare and submit Preliminary (30%) and Pre-Final (90%) for review by the *CLIENT* followed by Final Construction Plans for Bidding Purposes:

- Cover sheet (one)
- Site Locations Map with Horizontal and Vertical Control Plan (one)
- General Notes Sheets (one)
- Quantities Sheet (one)
- Water plan sheets (eight)
 - Water crossing profiles (two)

- Storm Drain Improvements
 - Drainage Area Map Existing and Proposed (two)
 - Drainage Computations(one)
 - Storm Drain Improvements (four)
- Phasing Plan (one)
- Erosion Control Plan (two)
- Project Specific special detail sheets (as required)

Construction Specifications and Project Coordination

1. Specifications and special provisions
2. Submit 30%, 90% and Final Construction drawings
3. Submit Engineer's Opinion of Probable Construction Cost with the 90% and Final Construction Plan Submittals to *CLIENT* for review
4. Attend one meeting per submittal with *CLIENT* to discuss comments
5. Revise plans and specifications as appropriate
6. Finalize construction documents and Opinion of Probable Construction Cost
7. Submit a PDF copy of final drawings and specifications with Opinion of Probable Construction Cost to *CLIENT* for review
8. Attend meeting with *CLIENT* to discuss comments
9. Revise drawings and specifications as appropriate
10. Supply construction plans to the *CLIENT* for franchise utility coordination.

- C. ***BID PHASE SERVICES:*** During the Bid Phase, **MAS** will be available to provide coordination as required with prospective bidders. After the bid opening, Bid Tabulation of the bids received will be provided to the *CLIENT*. A written letter **showing bid results** and a **feedback summary** of the lowest bidder's references will be provided to the *CLIENT*.

MAS will:

- Provide a PDF set of drawings and specifications for bidding and construction
- Attend **pre-bid conference**
- Attend bid opening, prepare bid tabulation, verify the contractor's references and provide letter of findings
- Provide a **letter identifying the lowest bidder**, and if appropriate, identify best value contractor
- Attend pre-construction conference

- D. ***CONSTRUCTION ADMINISTRATION:*** Construction administration (not daily representation) is included. This includes responding to submittals and requests for information (RFI's), reviewing pay requests and producing record drawings in AutoCAD, DWG and PDF formats). Throughout the project, periodic e-mail progress reports and updates will be submitted.

MAS will:

- **Respond to material submittals and requests for information (RFI's)**
- **Attend Substantial Completion Walk-Through**
- **Attend and document final inspection**
- **Produce record drawings** in DWG and PDF formats (based on *CLIENT* Inspector and/or Contractor Redlines).

This shall not be construed as performing continuous construction inspection. *MAS* will also be available to review submittals from the Contractor that are required for this project and related to the civil site improvements. Submittals not required by the contract documents or not related to civil site improvements will not be reviewed.

Please note the following:

- ***MAS* shall not** at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall ***MAS*** have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- ***MAS* neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure** to furnish and perform the Work in accordance with the Contract Documents.
- ***MAS* shall not provide or have any responsibility for surety bonding or insurance-related advice**, recommendations, counseling, nor research, or enforcement of construction insurance or surety bonding requirements.
- ***MAS* shall not be responsible for the errors or omissions of the Contractor** or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, ***MAS's* employees and representatives shall comply with the specific applicable requirements of the Contractor's and *CLIENT's* safety programs of which *MAS* has been informed in writing.**

Special Services:

- **Easement Preparation:** The consultant will prepare exhibits for proposed easements.
- **Subsurface Utility Engineering Services (Level A):** The consultant will obtain SUE Level A and observed using GPS equipment.

The Client will provide the following:

- Right of entry letter template
- Electronic samples of Notice to Bidders, Instructions to Bidders, Proposal, Contract, General Provisions, Special Provisions, Wage Rates, Maintenance Bond, Performance Bond, Payment Bond, and other items typically used by *CLIENT* for bidding
- Electronic samples of City standard details for paving, drainage, water, and sewer
- Advertisement

- Bidding, except as included above

The following items, if needed, will be considered extra work:

- Parcel acquisition services (survey, exhibits, negotiation, appraisals, condemnation, etc.)
- Additional meetings not identified above.
- Public Hearing or Town Council/Commission Meetings
- Reset Property corner monumentation disturbed or removed during or after construction

End of Exhibit A

Exhibit B
Compensation and Method of Payment
City of Colleyville, Texas
Ponderosa Area
Water Line and Drainage Improvements

Exhibit B to Agreement between the City of Colleyville (*Client*) and MAS Consulting Engineers, LLC (*Consultant*)

COMPENSATION:

For all professional services included in EXHIBIT A, Scope of Services, the *CONSULTANT* shall be compensated in accordance to work completed, as summarized below. The fees below shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Task 1: Basic Services - Survey

A. Topographic Survey	\$ 40,000
-----------------------	-----------

Task 2: Basic Services – Engineering

A. Project Management, Coordination and Data Collection	\$ 8,000
B. Construction Plans, Conceptual 30% Complete	\$ 38,000
C. Construction Plans, Pre-Final 90% Complete	\$ 50,000
D. Construction Plans, Final 100% Complete	\$ 16,000
E. Construction Specifications Booklet	\$ 4,000
F. Bid Phase Services	\$ 4,000
G. Construction Administration	\$ 4,500
H. Record Drawings	\$ 3,500

SUBTOTAL: Basic Services	<u>\$ 168,000</u>
---------------------------------	--------------------------

Task 3: Special Services

A. Drainage Easement Exhibits (\$1,500 per each, if required)	*\$ 1,500
B. Subsurface Utility Engineering – Level A (per each)	*\$ 5,500

Expenses	\$ 2,500
-----------------	-----------------

SUBTOTAL Special Services	<u>\$ TBD</u>
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*Estimated fees may vary depending on the amount of effort required to complete the work. Subcontracted fees will be invoiced to the client with a 10% mark-up.

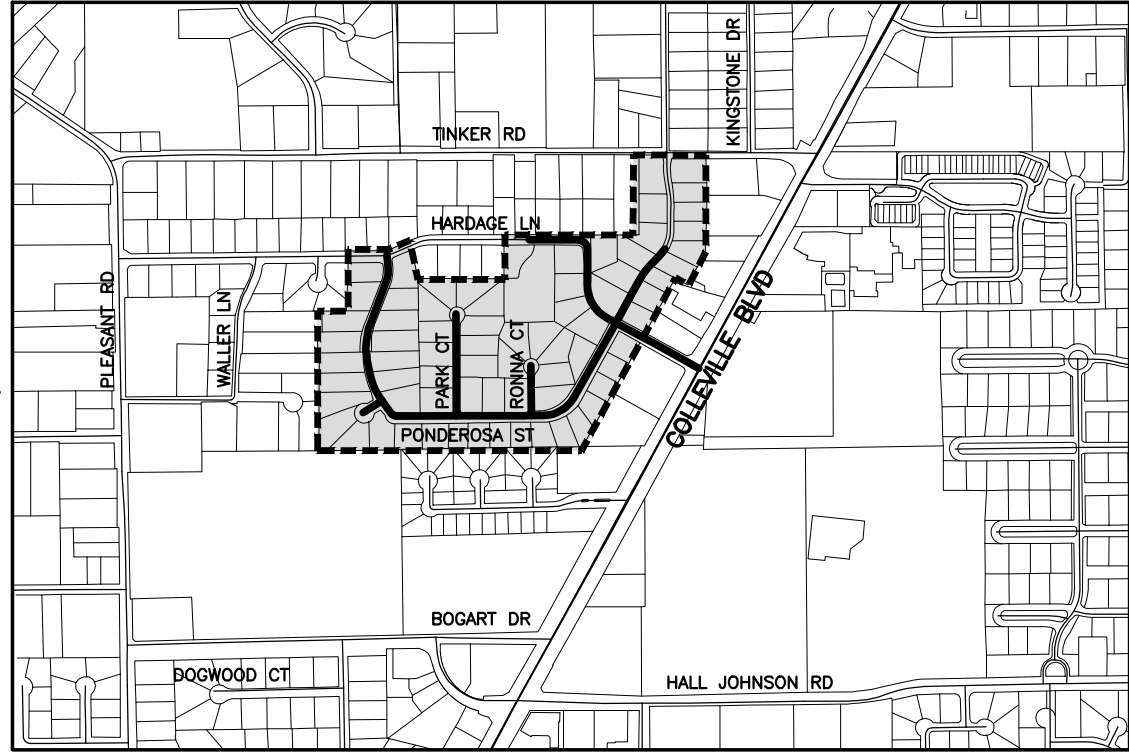
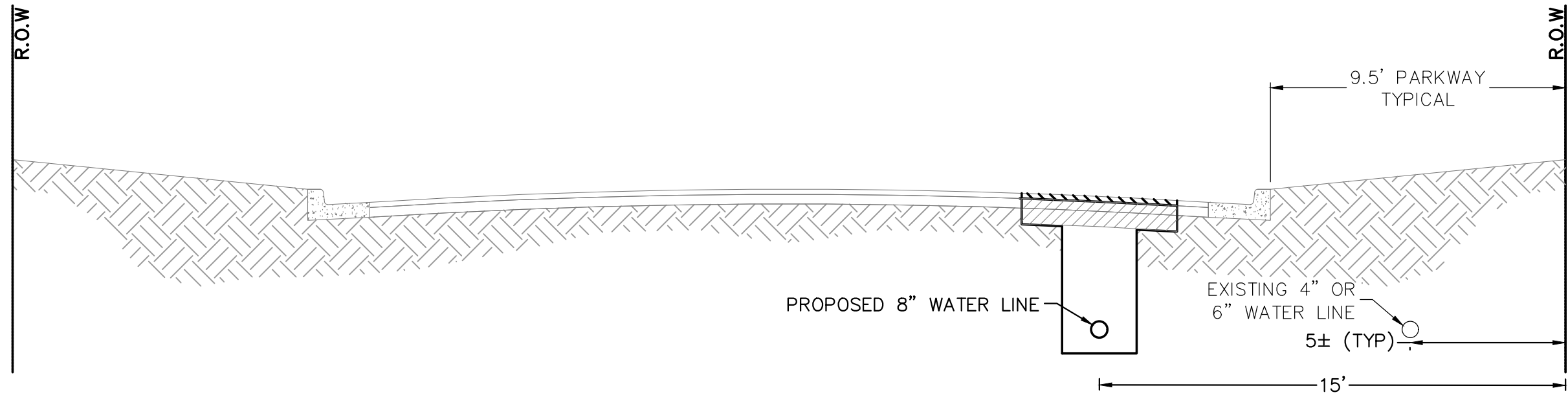
METHOD OF PAYMENT:

The *CONSULTANT* shall be paid monthly payments as described in the Agreement for Professional Consulting Services. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the *CONSULTANT*.

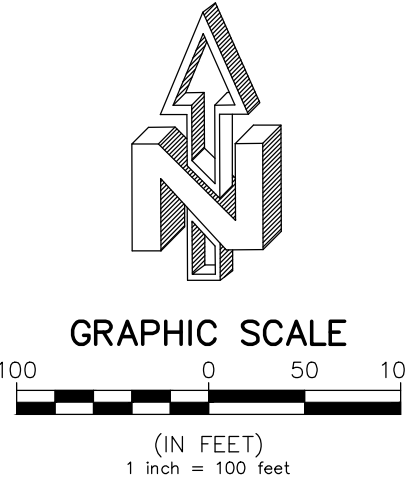
END OF EXHIBIT B

J:\41-City of Colleyville\03 - Ponderosa W SD Pwmt\CADD\Sheets\P-Water Improvements V2 Minimal
overlay.dwg
PLOTTER BY: ANGEL SANCHEZ PLOT DATE: 5/19/2021 5:57 PM

###



VICINITY MAP
SCALE: 1"=1,000'



LEGEND

- EXISTING SANITARY SEWER LINE SS
- EXISTING WATER LINE W
- PROPOSED 8" WATER LINE
- PROPOSED FIRE HYDRANT FH

NO.

REVISION

BY

DATE

41-03-001

11/13/2019

SURVEYED BY:

DESIGNED

DRAWN

CHECKED

MAS

MAS

MAS

MAS

CITY OF COLLEYVILLE, TEXAS

PONDEROSA WATER LINE AND DRAINAGE IMPROVEMENTS

CONCEPTUAL WATER LINE IMPROVEMENTS PLAN

PRELIMINARY-FOR REVIEW ONLY

THESE DOCUMENTS ARE FOR DESIGN REVIEW AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. THEY WERE PREPARED BY, OR UNDER SUPERVISION OF:

M. ANGEL SANCHEZ, P.E. 110254 May 19, 2021

TYPE OR PRINT NAME PE# DATE

MAS CONSULTING ENGINEERS

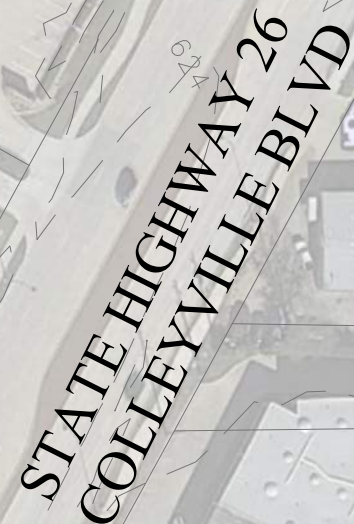
TBPE REGISTRATION NO. F-17018

2702 SE LOOP 820

FORT WORTH, TX 76140

TEL. (817) 708-2422

EXHIBIT C1



GRAPHIC SCALE

(IN FEET)
1 inch = 100 feet

PROPERTY LINE _____

DRAINAGE BOUNDARY _____

EXISTING CONTOURS _____ 500 _____

FLOW DIRECTION

DRAINAGE AREA AREA IN ACRES

DESIGN POINT COMPARISON				
DESIGN POINTS	Q ₂ -YEAR (cfs)	Q ₁₀ -YEAR (cfs)	Q ₂₅ -YEAR (cfs)	Q ₁₀₀ -YEAR (cfs)
A	63.15	91.08	106.96	132.89
B	38.78	55.71	65.34	81.06
C	30.87	44.32	51.98	64.47
D	18.00	26.07	30.65	38.14
E	13.51	19.61	23.08	28.74

RUNOFF CALCULATION BY RATIONAL METHOD - EXISTING												
AREA DESIGNATION	AREA (ac)	C	Tc (min)	I1YR (in/hr)	I5YR (in/hr)	I10R (in/hr)	I25YR (in/hr)	I100YR (in/hr)	Incremental Q ₂ (cfs)	Incremental Q ₁₀ (cfs)	Incremental Q ₂₅ (cfs)	Incremental Q ₁₀₀ (cfs)
10	12.21	0.63	22	2.67	4.03	4.60	5.41	6.74	24.37	35.37	41.62	51.83
20	3.65	0.63	19	2.91	4.34	4.95	5.81	7.21	7.91	11.38	13.36	16.58
30	5.24	0.63	16	3.32	4.86	5.53	6.46	7.98	12.87	18.25	21.32	26.33
40	2.07	0.63	19	2.91	4.34	4.95	5.81	7.21	4.49	6.46	7.58	9.40
50	6.77	0.63	23	2.67	4.03	4.60	5.41	6.74	13.51	19.61	23.08	28.74



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 5a

Agenda Date 11/1/2021

Number Ordinance O-21-2180

Type Ordinance

Department Community Development

Title

Consideration of a zoning change from AG Agricultural district to R-40 Single Family Residential district for Tract 2F01, Abstract 1692, Joseph White Survey, located at 6113 Hunter Lane, Case ZC21-026

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

First Reading and Public Hearing

John Jeffords, the applicant, has submitted a request for a zoning change on Tract 2F01, Abstract 1692, Joseph White Survey, being approximately 0.992 acres, and zoned AG Agricultural. The purpose is to rezone from the AG Agricultural district to the R-40 Single Family Residential district. The purpose is to build a new single-family home.

Existing Conditions/Background: The subject property, 6113 Hunter Lane, is located along Hunter Lane on the east side of the street and north of Shelton Drive. The property has never been platted and there is an existing home, which will be demolished.

Proposed Zoning:

Request – The applicant requests to rezone the property from AG to R-40 zoning. The minimum standards for the R-40 zoning district are as follows:

Minimum Lot Size	40,000 SF	41,221 sf.
Minimum Lot Width	150 feet	135 feet
Minimum Lot Depth	150 feet	310 feet
Front Building Line	40 feet	
Side Building Line	15 feet	
Rear Building Line	25 feet	
Max. Lot Coverage	20%	
Max. Impervious Coverage	50%	

Analysis: The applicant is requesting a zoning change in order to build a new home on the property. The dimensional requirements of the lot are such that it meets most

of the requirements of the R-40 zoning district. A Minor Plat is running concurrently which requires a Plat Waiver for the width of the proposed lot.

Plat Status: The property is currently unplatted.

DRC Review: The DRC met on September 17th and determined the case to be scheduled for the October 4, 2021, Planning and Zoning Commission.

Drainage: NA

Surrounding Development: The property to the north is zoned R-40 Single Family Residential and is improved with a single-family home and accessory building. The property located to the south is zoned AG Agricultural and improved with a single-family home. Property to the east is zoned R-40 and improved with a single-family home. The property to the west is zoned R-30 Single Family Residential and is improved with a single-family home and accessory building.

Comprehensive Plan: The City's Comprehensive Plan, Destination Colleyville, identifies the subject property for single-family residential development. The proposed R-40 zoning does not conflict with any portion of the comprehensive plan.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1,000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff recommends approval of the Rezoning from AG Agricultural district to R-40 Single Family Residential district.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request at their October 11, 2021, meeting by a vote of 7-0.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map

4. Minor Plat
5. Notification Map
6. Property Owner Notification
7. Notify List
8. Ordinance O-21-2180

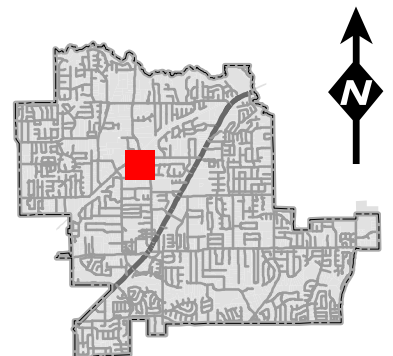
Aerial Map



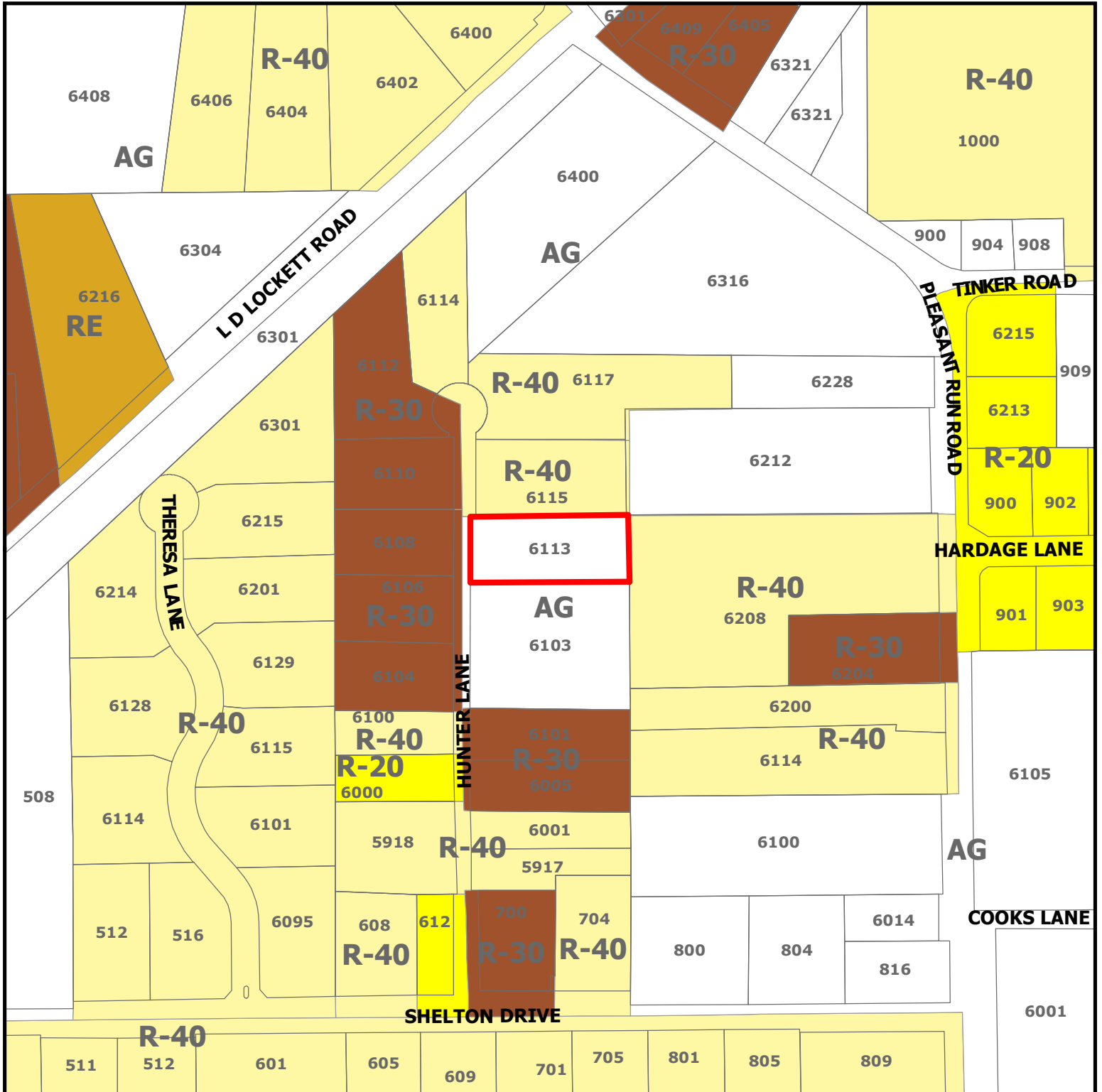
ZC21-026
6113 Hunter Lane

DISCLAIMER:
 This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.

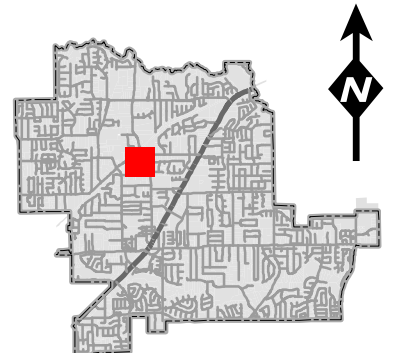
 Subject Property



Zoning Map



ZC21-026
6113 Hunter Lane



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Subject Property

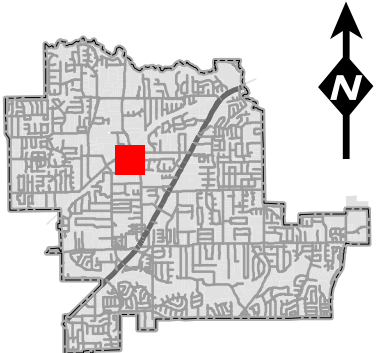
Future Land Use Map

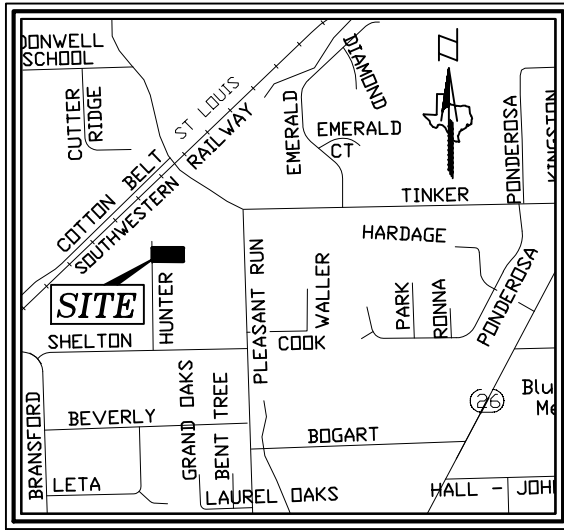


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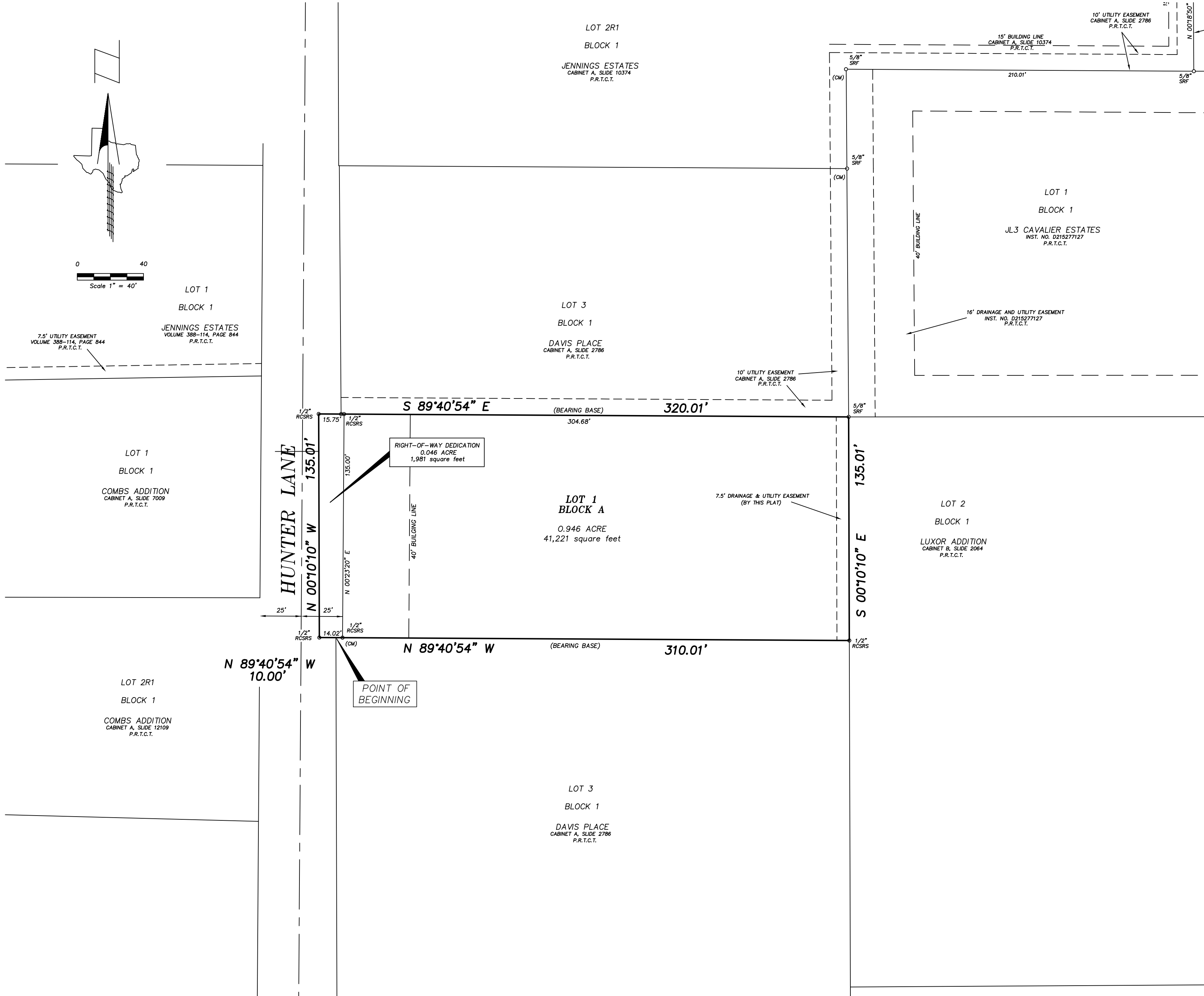
ZC21-026 6113 Hunter Lane

- Subject Property
- Residential
- Institutional
- Open Space; Parks





VICINITY MAP
SCALE 1" = 2000'



STATE OF TEXAS }
COUNTY OF TARRANT }

OWNERS CERTIFICATE

WHEREAS we Brian and Julie Chamblee are the owners of a 0.992 acre tract of land situated in the Joseph White Survey, Abstract No. 1692 in the City of Colleyville, Tarrant County, Texas as evidenced by the Deed dated July 28, 2021 and recorded in Document No. 0221217646 of the Deed Records of Tarrant County, Texas and being more fully described as follows:

BEGINNING at a 1/2-inch steel rod with a red plastic cap stamped "Prism Surveys" set for corner at the northwest corner of Lot 3, in Block 1 of Davis Place an addition to the City of Colleyville as shown on the plat recorded in Cabinet A, at Slide 2786 of the Plat records of Tarrant County, Texas. Said steel rod being on the present east right-of-way line of Hunter Lane (a variable width right-of-way).

THENCE continuing along the said east right-of-way of Hunter Lane the following:

North 89 deg. 40 min. 54 sec. West, a distance of 10.00 feet to a 1/2" steel rod with a red plastic cap stamped "Prism Surveys" set for corner;

North 00 deg. 10 min. 10 sec. West, a distance of 135.01 feet to a 1/2-inch steel rod with a red plastic cap stamped "Prism Surveys" set for corner;

THENCE South 89 deg. 40 min. 54 sec. East, at a distance of 135.01 feet to a 1/2-inch steel rod with a red plastic cap stamped "Prism Surveys" set for corner at the northeast corner of Lot 3, in Block 1 of previously mentioned Davis Place as recorded in Cabinet A, at Slide 2786 of the Plat Records of Tarrant County, Texas;

THENCE South 00 deg. 10 min. 10 sec. East, a distance of 135.01 feet to a 1/2-inch steel rod with a red plastic cap stamped "Prism Surveys" set for corner at the northeast corner of Lot 3, in Block 1 of previously mentioned Davis Place as recorded in Cabinet A, at Slide 2786 of the Plat Records of Tarrant County, Texas;

THENCE North 89 deg. 40 min. 54 sec. West, along the north line of said Lot 3, a distance of 310.01 feet to the POINT OF BEGINNING;

and containing 0.992 acre or 43,202 square feet of land more or less.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That We, Brian & Julie Chamblee, (owners) do hereby adopt this plat designating the hereinbefore described property as CHAMBLEE ESTATES, an addition to the City of Colleyville, Tarrant County, Texas, and do hereby dedicate in fee simple to the public use forever all streets, rights-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Colleyville, Texas.

Witness our hands this _____ day of _____, 2021.

Brian Chamblee
(owner)

Julie Chamblee
(owner)

STATE OF TEXAS }
COUNTY OF TARRANT }

Before me, the undersigned Notary Public in and for said County, and State on this day personally appeared Brian Chamblee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public in and for Tarrant County.

Printed Name _____

My Commission expires: _____

STATE OF TEXAS }
COUNTY OF TARRANT }

Before me, the undersigned Notary Public in and for said County, and State on this day personally appeared Julie Chamblee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public in and for Tarrant County.

Printed Name _____

My Commission expires: _____

KNOW ALL MEN BY THESE PRESENTS:

That I, Michael Dale Linke, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this Plat is true and correct and was prepared from an actual survey made under my supervision on the ground. Further, this survey conforms to the general rules of procedures and practices of the most current Professional Land Surveying Practices Act.

Michael Dale Linke _____ Date
Registered Professional Land Surveyor No. 4508

Notes:

1) Basis of Bearings: Bearings as indicated hereon are based on the south line of Lot 2R, in Block 1 of Davis Place an addition to the City of Colleyville as shown on the Plat recorded in Cabinet A, at Slide 2786 of the Plat Records of Tarrant County, Texas.

PLANNING AND ZONING COMMISSION APPROVAL

WHEREAS The Planning and Zoning Commission of the City of Colleyville, Texas voted affirmatively on this _____ day of _____, 2021, to approve this Plat.

Chairman, Planning and Zoning Commission

Attest: Secretary, Planning and Zoning Commission

MINOR PLAT
OF

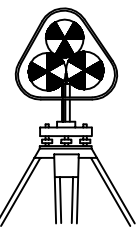
LOT 1, BLOCK A
CHAMBLEE ESTATES
0.992 ACRES

J. WHITE SURVEY ABSTRACT NO. 1692
TRACT 2F01
TARRANT COUNTY, TEXAS

CASE NO: _____

PREPARATION DATE: AUGUST 17, 2021
DATE OF LAST REVISION:

SURVEYOR:
PRISM SURVEYS, INC.
FIRM NO. 101325-00



COMMERCIAL, RESIDENTIAL,
BOUNDARY, TOPOGRAPHIC,
TITLE & CONSTRUCTION SURVEYS
3533 BELL DRIVE
HURST, TEXAS 76053
(817) 540-8048
(817) 283-1148 (FAX)
CONTACT: MR. MICHAEL LINKE
EMAIL: mike@prism-surveys.com

OWNER:

BRIAN & JULIE CHAMBLEE
5704 LAKE JACKSON DRIVE
FORT WORTH, TEXAS 76126
CONTACT: MR. BRIAN CHAMBLEE
EMAIL: abbcmt@gmail.com

DEVELOPER:

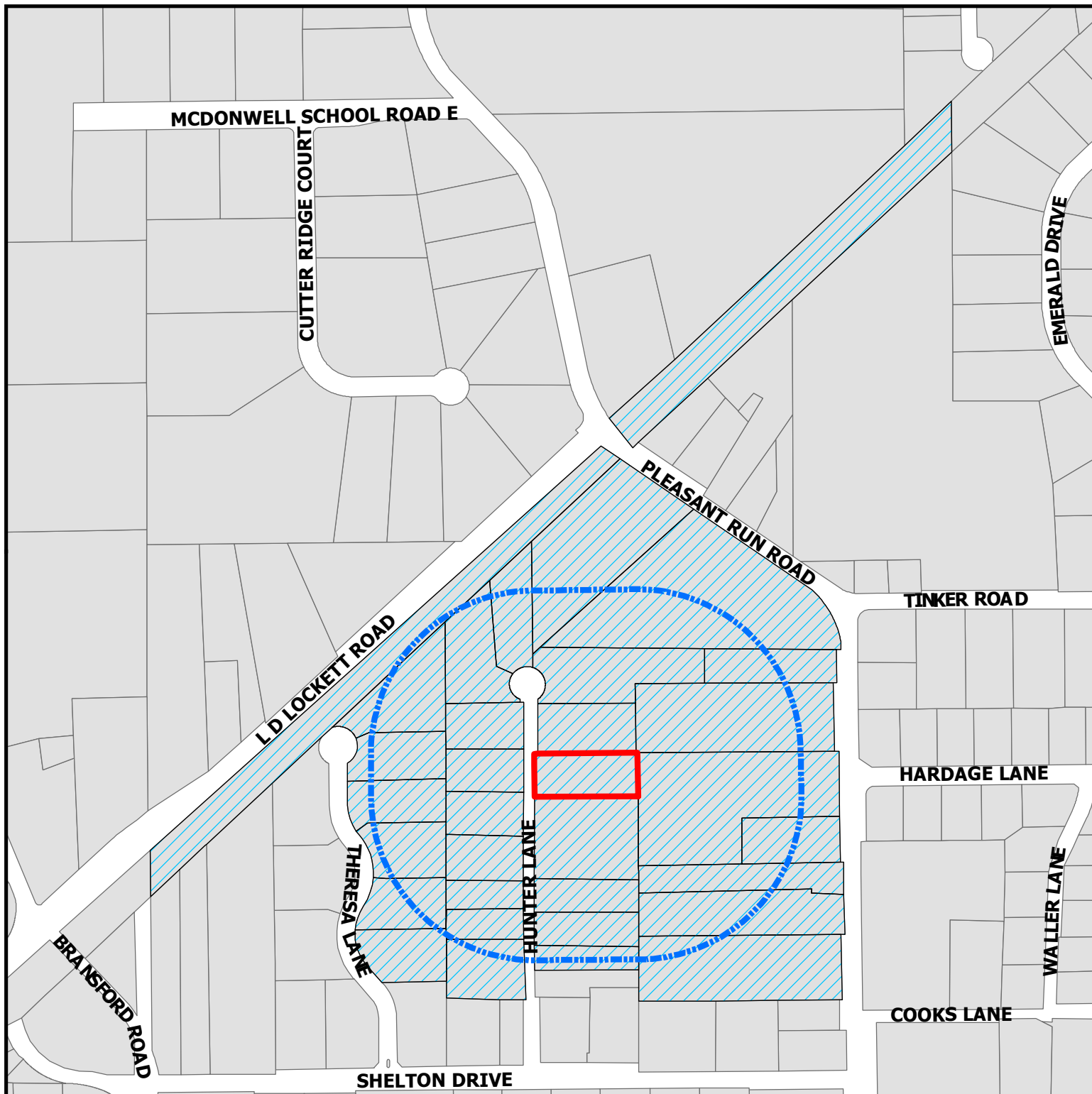
RENNAISSANCE HOMES DFW
PO BOX 1078
EULESS, TEXAS 76039
OFFICE: 512-658-5814
CONTACT: MR. JOHN JEFFORDS

Flood Statement
By graphic scaling only from the Flood Insurance Rate Maps for Tarrant County, Texas, and Incorporated Areas, no portion of this property is shown in a special flood hazard area. This property is shown in Zone X (unshaded). Map No. 48439C0095K, Map Date: September 25, 2009.

NOTES:

1) The purpose of this plat is to plat a previously unplatted tract into a platted lot for construction.

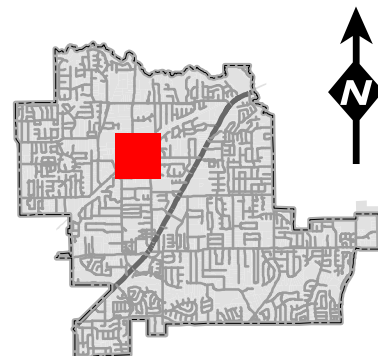
Notification Map



ZC21-026
6113 Hunter Lane

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-  Subject Property
-  500ft Buffer
-  Properties within 500ft





NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

The City of Colleyville has scheduled public hearings concerning the below referenced request on the following dates and location:

Planning and Zoning Commission Meeting: Monday, October 11, 2021 at 7:00 p.m.
City Council Meetings: Tuesday, November 2, 2021 & Tuesday, November 16, 2021 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a zoning change from the AG Agricultural district to the R-40 Single Family Residential district. The request is to rezone the property to allow for the construction of a new home.

Zoning Case: ZC21-026

Applicant: John Jeffords

Owners: Brian and Julie Chamblee

Location: 6113 Hunter Lane

Property Description: Tract 2F01, Abstract 1692, Joseph White Survey

Present Zoning: AG Agricultural

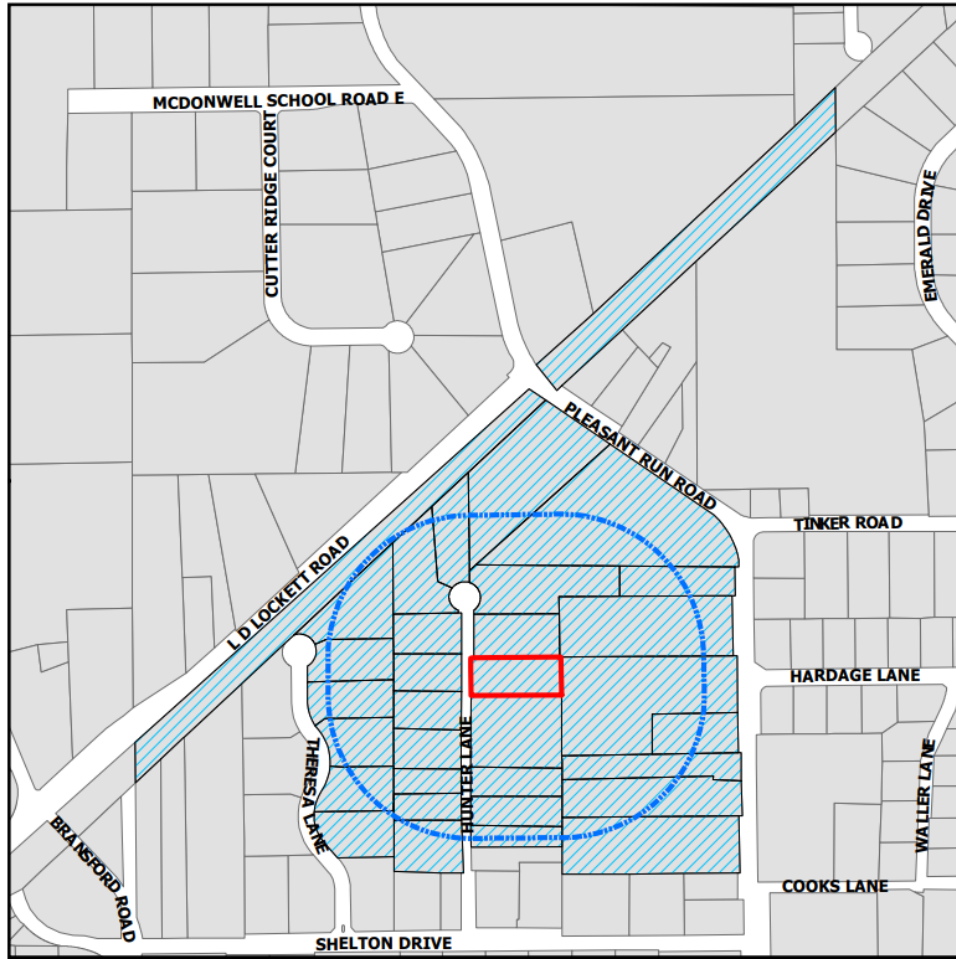
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request. Denial of the proposal by the Commission is final, unless the applicant submits a written notice of appeal within 10 days from the date of action by the Commission. If appealed, the request will be placed on the next available City Council agenda as listed above. Rezoning requests, zoning amendments and conditions recommended by the Commission for approval by the City Council may be more restrictive than those described in this notice.

All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address below:

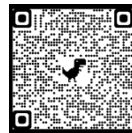
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

If the property owners of 20% or more of the land within the 200 foot notification area file a written protest prior to the public hearing, State law provides that the approval of the zoning change request shall require the approval of a super majority vote by City Council.

NOTICE OF PUBLIC HEARING



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 76034. A brief project description can be found online on the Agenda Packet and Active Development Case map (please use your phone's camera to scan QR code below):



For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

Owner Name	Owner Address	Owner City
CONGREGATION BETH ISRAEL	PO BOX 397	COLLEYVILLE, TX
PINE, JAMES W	5918 HUNTER LN	COLLEYVILLE, TX
DAVIS, DONALD	6228 PLEASANT RUN RD	COLLEYVILLE, TX
REGIONAL RAIL ROW CO	PO BOX 660163	DALLAS, TX
LOVE, KEVIN D	6000 HUNTER LN	COLLEYVILLE, TX
ROBARE, LISA	PO BOX 2802	GRAPEVINE, TX
KHUBCHANDANI, ZUBIN	6208 PLEASANT RUN RD	COLLEYVILLE, TX
EBNER, SEAN	6129 THERESA LN	COLLEYVILLE, TX
ARMOR CAPITAL LLC	2221 E CONTINENTAL BLVD # 140	SOUTHLAKE, TX
ARMOR CAPITAL LLC	2221 E CONTINENTAL BLVD # 140	SOUTHLAKE, TX
YOUNG, BRADLEY A	6100 HUNTER LN	COLLEYVILLE, TX
BAILEY, DANE	6106 HUNTER LN	COLLEYVILLE, TX
MENON, SUNEEL	6204 PLEASANT RUN RD	COLLEYVILLE, TX
CHAMBLEE, BRIAN	5704 LAKE JACKSON DR	FORT WORTH, TX
MOORE, JERRY D	6101 HUNTER LN	COLLEYVILLE, TX
JORDAN, JOHN D	6103 HUNTER LN	COLLEYVILLE, TX
DECOSTA, STEPHEN	6108 HUNTER LN	COLLEYVILLE, TX
STACY, MICHAEL	6104 HUNTER LN	COLLEYVILLE, TX
JACKSON, AUSTIN	6201 THERESA LN	COLLEYVILLE, TX
LAPSIWALA, SAMIR	6212 PLEASANT RUN RD	COLLEYVILLE, TX
DAVIS, GARY D	6400 PLEASANT RUN RD	COLLEYVILLE, TX
GIBSON, CLAYTON	6115 THERESA LN	COLLEYVILLE, TX
WALTERS, JOHN A	6215 THERESA LN	COLLEYVILLE, TX
JONES, MICHAEL	6110 HUNTER LN	COLLEYVILLE, TX
MCGREGOR, ROBERT M	6115 HUNTER LN	COLLEYVILLE, TX
SPRINGER, JACK D	6101 THERESA LN	COLLEYVILLE, TX
PANNO, THOMAS J	6114 HUNTER LN	COLLEYVILLE, TX
LE, TINH	6301 THERESA LN	COLLEYVILLE, TX
DAVIS, ULLIN D	6316 PLEASANT RUN RD	COLLEYVILLE, TX
PIPES, TODD	6117 HUNTER LN	COLLEYVILLE, TX
MADDEN, C L	6112 HUNTER LN	COLLEYVILLE, TX
FARAGHER, JACK	6005 HUNTER LN	COLLEYVILLE, TX
CUTTER RIDGE ESTATES ADDITION	6404 CUTTER RIDGE COURT	COLLEYVILLE, TX
ALIANNE ESTATES	6201 THERESA LANE	COLLEYVILLE, TX
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX

ORDINANCE O-21-2180

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 0.992 ACRES, BEING TRACT 2F01, ABSTRACT 1692, JOSEPH WHITE SURVEY, LOCATED AT 6113 HUNTER LANE, FROM THE AG AGRICULTURAL DISTRICT TO THE R-40 SINGLE FAMILY RESIDENTIAL DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a change in zoning on 0.992 acres, being Tract 2F01, Abstract 1692, Joseph White Survey, located at 6113 Hunter Lane, from AG Agricultural district to R-40 Single-Family Residential district under Case No. ZC21-026; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to amend the City's zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has given reasonable consideration to, among other things, the character of the City's zoning districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the City Council is of the opinion the change in zoning provided for herein should be made, in compliance with the City Charter, and State law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard.

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

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a change in the zoning on 0.992 acres, being Tract 2F01, Abstract 1692, Joseph White Survey, from AG

Agricultural district to R-40 Single-Family Residential district as depicted on the attached as Exhibit "A".

- Sec. 2. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 3. THAT the above described tract of land shall be subject to the following conditions:
1. As depicted in the attached Exhibit "A" and Exhibit "B".
- Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 7. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of November 2021.

The second reading and public hearing being conducted on the 16th day of November 2021.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 16TH DAY OF NOVEMBER 2021.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A"- Zoning Map

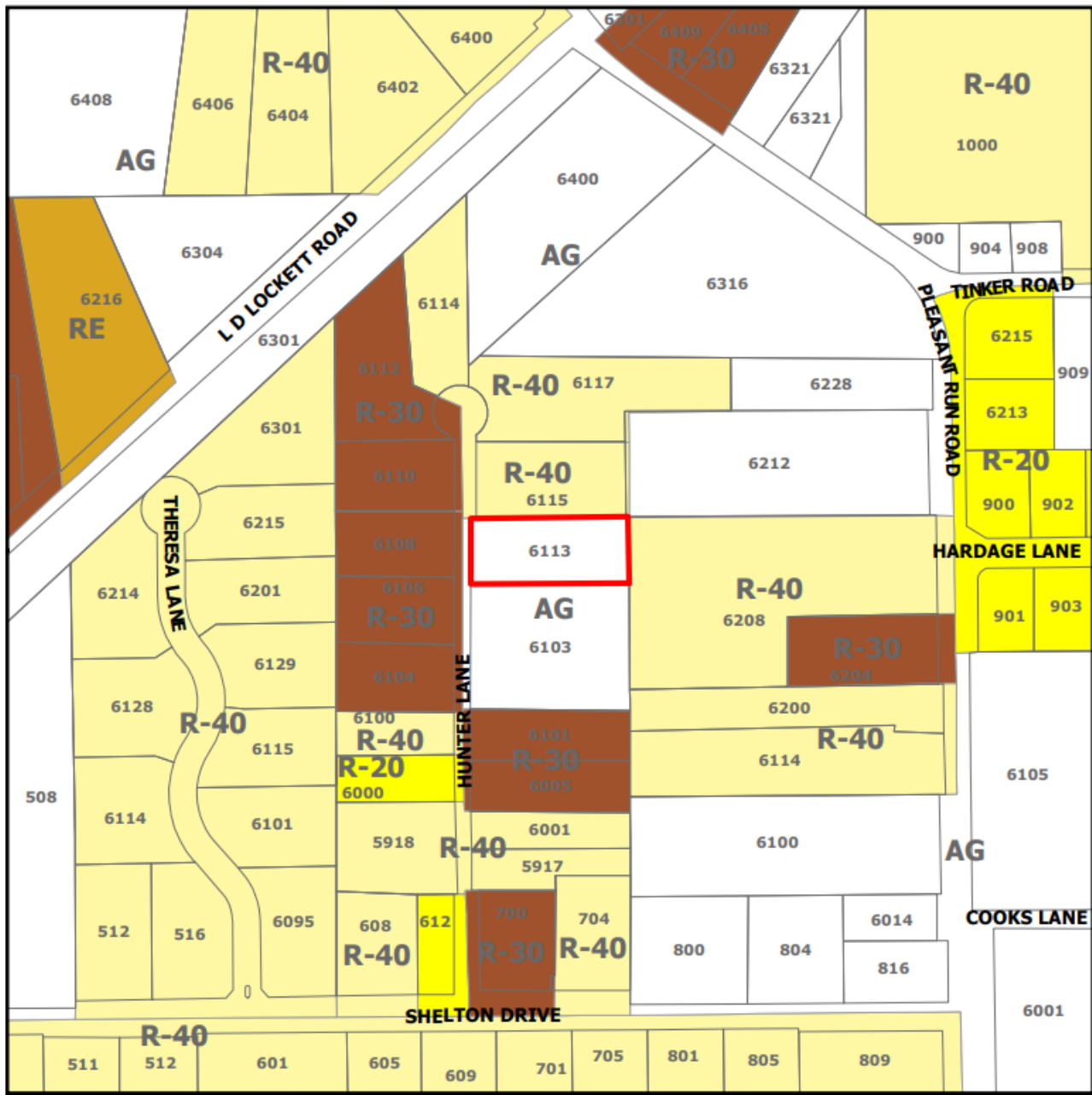
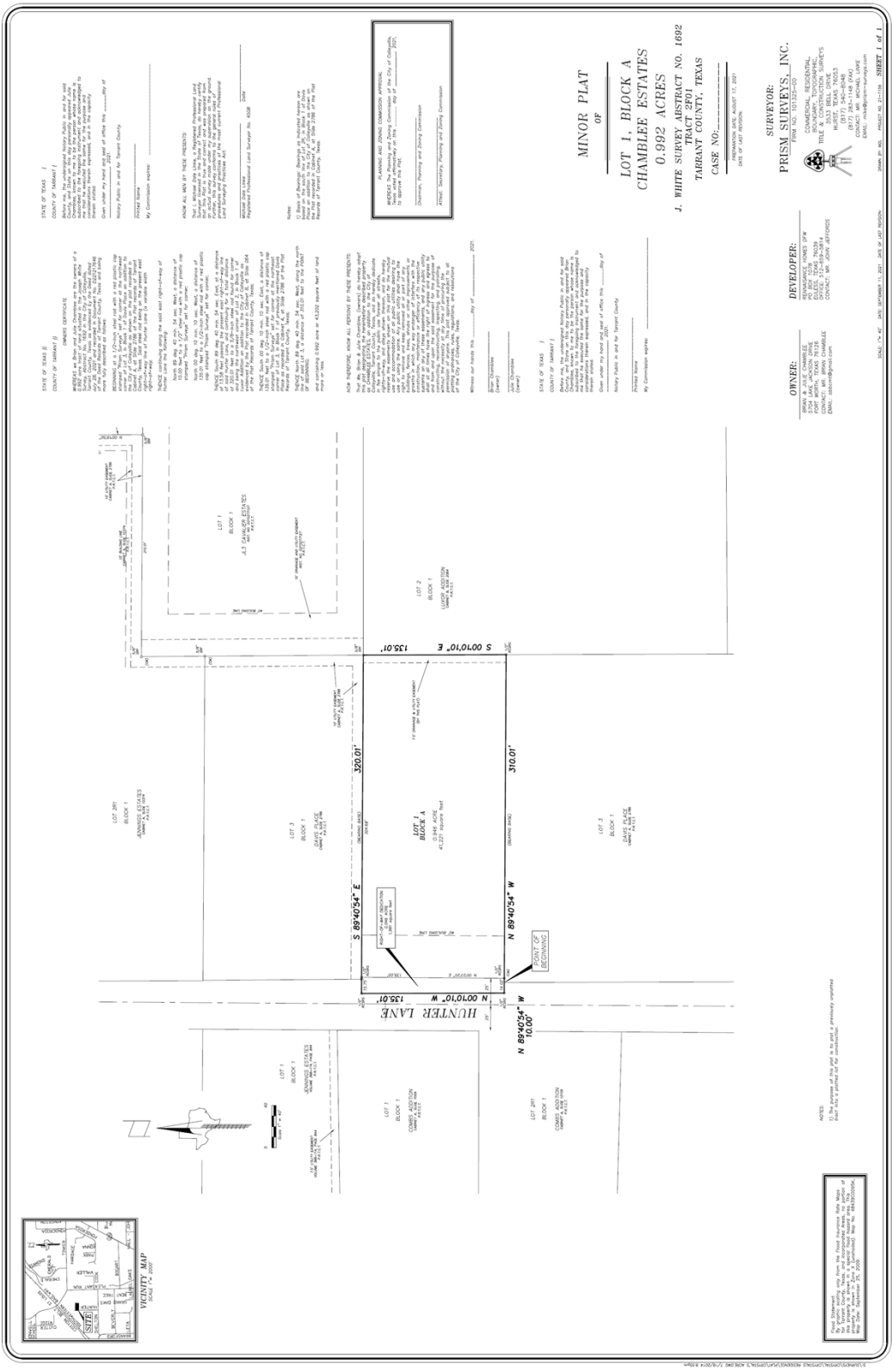


Exhibit "B"- Zoning Exhibit





City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 5b

Agenda Date 11/1/2021

Number Ordinance O-21-2181

Type Ordinance

Department City Manager

Title

Appointing a municipal court judge and associate judge for the combined Municipal Court for the City of Colleyville and the City of Keller

Strategic Plan

1.4 Communicate thoroughly and strategically

Explanation

First Reading and Public Hearing

In 2012, the cities of Colleyville and Keller entered into an interlocal agreement to establish combined municipal court operations pursuant to HB 984 which states "A municipality may enter into an agreement with a contiguous municipality or a municipality with boundaries that are within one-half mile of the municipality seeking to enter into the agreement to establish concurrent jurisdiction of the municipal courts in the municipalities and provide original jurisdiction to a municipal court in which a case is brought as if the municipal court were located in the municipality in which the case arose."

With the execution of the interlocal agreement between the cities of Colleyville and Keller for combined municipal court services, it was recognized the combined municipal court would operate most efficiently with the appointment of a single municipal court judge. Per the attached Exhibit "A" of the interlocal agreement, a review and selection committee representing both cities was established for recommending to each respective City Council a municipal court judge for formal appointment.

Included in the interlocal agreement (Exhibit "A") is a provision for the appointment of a municipal court judge. The Charter requirement for the City of Colleyville for judicial services is as follows:

Section 8.02. - Judge of the Municipal Court:

The Judge of the Municipal Court shall be appointed by the City Council to serve at the discretion of the City Council. He shall be an attorney licensed and practicing in the State of Texas, and shall receive such salary as may be fixed by the City Council. In case of the disability or absence of the Judge of the Municipal Court, the City Council shall appoint a qualified person to act in his place.

The Municipal Court Review and Selection Committee consists of the Mayors and two City Councilmembers from both Colleyville and Keller. The Committee conducted interviews of candidates for the position, and recommended Carol Montgomery as Regional Municipal Court Judge, for a two-year term effective December 1, 2021 through December 1, 2023.

The City of Colleyville Municipal Court of Record was created pursuant to Chapter 30, Subchapter P, of the Texas Government Code, and Section 30.006(b) of the Texas Government Code provides that Municipal Courts of Record must have their Judges appointed by an ordinance of the City Council. The proposed ordinance complies with the requirement of Section 30.006(b) and formalizes the appointment of Carol Montgomery as the City of Colleyville Municipal Court Judge for the City of Colleyville Municipal Court of Record to serve December 1, 2021, through December 1, 2023.

Additionally, per the attached Exhibit "A" of the Interlocal Agreement, it is the responsibility of the appointed municipal court judge to propose to the Municipal Court Review and Selection Committee a temporary replacement(s), who shall perform the duties of the municipal judge in the absence of the judge. In accordance with the Interlocal Agreement Exhibit "A", Judge Montgomery submits the name of Lindsay Kinzie as City of Colleyville Associate Municipal Court Judge for the City of Colleyville Municipal Court of Record to serve December 1, 2021, through December 1, 2023.

Financial Impact

Funding for the annual salary of the Regional Municipal Court Judge is available in the Fiscal Year 2022 Municipal Court budget with reimbursement from the City of Keller, as contained in the Interlocal Agreement for Combined Municipal Court Services for the cities of Colleyville and Keller.

Recommendation

Approve

Attachments

1. Interlocal Agreement Exhibit "A"
2. 2021 Municipal Judge Agreement
3. Ordinance O-21-2181

Exhibit A

Colleyville and Keller recognize that the combined Municipal Court will operate most efficiently with the appointment of a single Municipal Court Judge, and the parties will endeavor to achieve that goal. That said, Colleyville and Keller reserve the right to select and/or remove their Municipal Court Judge in accordance with their applicable Charter provisions. A municipal judge review and selection committee consisting of both Mayor's and two duly appointed City Council members from each City will formulate a process for obtaining and assessing candidates for the Municipal Court Judge position. The current Judges for Colleyville and Keller will be invited to submit their candidacy for the combined Court. Upon the conclusion of such process, the Committee shall make a recommendation to the full Colleyville and Keller City Councils for the selection of the Municipal Court Judge. If such candidate is approved by both the Colleyville and Keller City Councils, that candidate shall serve as the Municipal Court Judge for the combined Municipal Court for an initial term of two (2) years. In the event the candidate is not approved by both Colleyville and Keller, the matter shall be referred back to the standing committee for the recommendation of an alternative appointment. In the event such alternative appointment is not approved by both Colleyville and Keller, then this issue shall be sent to dispute resolution pursuant to Section 9 of the Agreement. Any renewals of term or approval of a replacement Judge will be subject to this process.

Upon appointment, the Municipal Court Judge will be responsible for all judicial services for the combined Court, including but not limited to the following: adjudication of all cases, plea dockets, trial dockets (both before the court and jury trials), property hearings, arraignments, emergency protective order hearings, dangerous dog hearings, warrant issuance (including search, arrest, and blood warrants), juror notification, setting of bonds, other judicial proceedings and magistrate services. The Municipal Judge shall propose to the standing committee a temporary replacement(s) who shall perform the duties of the Municipal Judge in his/her absence. In the event either Colleyville or Keller objects to the proposed temporary replacement Judge(s), the Municipal Court Judge must propose an alternative replacement(s) until such replacement(s) is approved by both Colleyville and Keller. If for any reason, the Municipal Court Judge is unable to attend to their duties on a given date, the Judge must notify the Court Administrator. Any temporary replacement Judge will be compensated by the Municipal Court Judge out of his/her salary.

The standing committee shall recommend an annual salary for the Municipal Judge to be considered by the respective City Councils and if approved incorporated into the employment contract of the Municipal Judge.

REGIONAL MUNICIPAL COURT JUDGE AGREEMENT

This Regional Municipal Court Judge Agreement (“Agreement”) is made by and between the **City of Colleyville** (“Colleyville”), the **City of Keller** (“Keller”), and **Carol Montgomery** (“Judge”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Colleyville and Keller (each a “City” and collectively the “Cities”) jointly administer and operate a regional municipal court; and

WHEREAS, the Cities desire to engage and appoint Judge Carol Montgomery to serve as the regional municipal court judge for the Cities’ regional municipal court pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and terms and conditions herein contained, and of the execution hereof, the Parties agree and bind themselves to the obligations and performance of the tasks as follows:

Article I Purpose

The purpose of this Agreement is for the City to contract for municipal court judge services to be performed in accordance with the terms and conditions of this Agreement.

Article II Term

This Agreement shall be effective as of December 1, 2021 (the “Effective Date”) and shall expire December 31, 2023. Notwithstanding the foregoing, the term of this Agreement may be extended by mutual written agreement of the Parties.

Article III Regional Municipal Court Judge

3.1 Authority; Services. Judge shall have all authority vested under law and shall undertake Judge’s duties fairly, impartially and independently. Judge shall, in a timely and responsive manner, perform all services set forth herein and as required of municipal court judges in accordance with Cities’ respective Charters, the Cities’ interlocal agreement for combined municipal court services, the adopted policies and procedures of the regional municipal court, and the laws applicable to municipal judges of courts in the State of Texas, as the foregoing may be amended (“Services”). The Services shall include, without limitation, the following:

- (a) Preside over all municipal court proceedings;
- (b) Promptly handle all adult and juvenile arraignments (see Section 3.2 below);

- (d) Execute all arrest warrants;
- (e) Execute all court warrants;
- (f) Coordinate court activities with the municipal court administrator, prosecutor(s), city attorney(s), and other departments of the Cities as necessary;
- (g) Perform such other duties as assigned by the respective City Councils and/or the City Managers that may be commensurate with the position of Regional Municipal Court Judge; and
- (h) Perform all other administrative duties of a municipal court judge as may be provided by ordinance, resolution of the City Council, or applicable state law.

3.2 Arraignments; Magistrate Duties. Judge shall be responsible for all duties customarily performed by magistrates of municipal courts of record in Texas. In particular, Judge shall be responsible for all arraignments and magistrate duties for the regional holding facility (jointly administered by Keller, Colleyville and Southlake), subject to the terms and conditions of all existing MOUs and other agreements of the cities related to the same. Judge (or duly assigned associate judge(s)) shall, at all times during the term of this Agreement, be available on a 24/7 basis to handle all warrants, bonds, emergency orders, prisoner transfers requests, and similar matters. Compensation for these duties flow through the stipend received from Southlake in the amount of \$12,000 per year and Roanoke in the amount of \$7,300 per year, to be paid to the Judge quarterly.

3.3 Scheduling of Dockets. Judge shall be responsible for scheduling all court dockets and proceedings in coordination with the municipal court administrator to facilitate optimal court efficiency in support of the Cities' customer service goals and values.

3.4 Review and Selection Committee. The Cities have established a Municipal Judge Review and Selection Committee (the "Committee") to assist in administering the position of the regional municipal court judge. The Committee may meet from time to time to discuss, review and/or modify the administration of the regional municipal judge position, including the periodic review the Judge's performance under this Agreement. Within the first three (3) months of this Agreement, a performance evaluation of judge shall be undertaken by the Cities (through their respective City Managers, or designee(s)) and presented to the Committee. Upon request by the Committee and/or Cities, Judge agrees to collaborate with the Committee to ensure the municipal court's operations, policies and orders are being effectively administered consistent with the operational goals and values of the Cities.

3.5 Associate Judge(s). Judge shall, upon prior written approval of the Cities, engage the services of one or more associate judges during the term hereof, subject to all terms and conditions established by the Cities, in the Cities' sole discretion. Judge shall exercise direct supervision over all associate judges and be responsible for assigning such associate judges to act in Judge's absence in accordance with Section 30.00007(a)(4) of the Texas Government Code. Judge shall be responsible for all compensation due to all associate judges under this Agreement and shall ensure that the position of associate judge does not go vacant for more than 60 consecutive days during the term of this Agreement.

3.6 Qualifications; Trainings. Judge must be an attorney licensed by the Texas Supreme Court and must remain in good standing with the State Bar of Texas at all times during the term of this Agreement. Judge shall further adhere to the Texas Code of Judicial Conduct and all other constitutional and statutory requirements of Judge's appointed office. The Cities acknowledge that Judge may be required to participate in training programs administered by the City of Southlake during the term of this Agreement and agree that the City of Southlake, as Judge's current employer, may seek equitable contribution in the form of reimbursement from the Cities for the proportionate costs of such trainings attributable to the Judge's Services under this Agreement.

Article IV Compensation

4.1 Compensation. Judge shall be compensated for the Services based upon a flat annual rate of \$135,000, which will be paid to Judge on a bi-weekly basis (\$5,192.31) during the term of this Agreement. Should this Agreement terminate prior to the last day of the month, the Judge's compensation will be prorated on a daily basis for any partial month. Additionally, the Cities will provide Judge, during the term of this Agreement, (i) use of 2 iPads (to be purchased and owned by Colleyville) at least one device will be a cellular streaming device, (ii) a one-time reimbursement up to \$250.00 for judicial robe(s), (iii) a mobile telecommunications device stipend in the amount of \$100.00 per month, and (iv) city shall fund City of Colleyville portion of participation in Texas Municipal Retirement Fund. Judge shall not be entitled to any other compensation under this Agreement unless otherwise agreed by the Parties in writing.

4.2 Independent Contractor Status; Insurance; Taxes. Notwithstanding any other provision of this Agreement, the Parties intend and agree that Judge shall be an independent contractor and not an employee of either City during the term of this Agreement for any purpose, including without limitation, application of FICA, the Social Security Act, the Federal Unemployment Act, and applicable provisions of the Internal Revenue Code. The Cities shall not pay (or reimburse) Worker's Compensation Insurance on Judge's behalf during the term of this Agreement and Judge shall at all times be responsible for the payment of Judge's self-employment taxes incurred in connection with this Agreement.

Article V Termination

5.1 Termination for Convenience. Any Party may terminate this Agreement, in whole or in part, at any time by providing sixty (60) days written notice. Judge shall be compensated for all Services up to the time of termination. If Judge has any property or documents in its possession belonging to the Cities, Judge will account for and dispose of the same in the manner requested.

5.2 Termination for Default [Breach or Cause]. If Judge fails to perform in the manner called for in this Agreement, or if Judge fails to comply with any other provisions of this Agreement, the Cities may terminate this Agreement for default. Termination shall be given by serving a notice of termination on Judge setting forth the default and stating the date of termination. Upon termination under this Section 5.2, Judge shall be compensated only for Services performed

in accordance with this Agreement through the date of termination.

5.3 Removal of Judge. Notwithstanding any other provisions of this Agreement, the Parties acknowledge that Judge may be removed from office only as provided by law. The removal of Judge by either City, regardless of reason, shall be mutually effective to terminate this Agreement.

5.4 Waiver of Remedies for Any Breach. In the event that City elects to waive its remedies for any breach or default by Judge of any covenant, term or condition of this Agreement, such waiver by City shall not limit City's remedies for any succeeding breach or default of this Agreement.

Article VI Miscellaneous

6.1 Independent Contractor. It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Judge is acting independently, and that the Cities assume no responsibility or liabilities to any third party in connection with these actions. All Services to be performed by Judge pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of either Colleyville or Keller. Judge shall supervise the performance of its Services and shall be entitled to control the manner and means by which its Services are to be performed, subject to the terms of this Agreement. As such, the Cities shall not: (1) train the Judge; (2) require the Judge to complete regular oral or written reports; or (3) require any Judge to provide full-time employee services to either city.

6.3 Assignment of Agreement. Judge may not assign this Agreement, or assign or delegate any right or duty under this Agreement, without prior written approval from the Cities.

6.4 Notice. Any notice required or permitted to be given under this Agreement by one Party to the other Party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section, or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at the address hereinafter specified:

For Colleyville:

City of Colleyville
Attn: Jerry Ducay, City Manager
100 Main Street, 3rd Floor
Colleyville, Texas 76034
E: jducay@colleyville.com

For Keller:

City of Colleyville
Attn: Mark Hafner, City Manager
P.O. Box 770
Keller, Texas 76244
E: mhafner@cityofkeller.com

For Judge:

Carol Montgomery
202 West LD Lockett
Colleyville, Texas 76034

6.5 Conflict of Interest. Judge covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. If any such conflict of interest shall arise during the Agreement Term, Judge shall immediately and fully disclose the nature and extent of the conflict to the respective party and resolve the conflict to party's satisfaction.

6.6 Signatories. Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that they have authority to enter into this Agreement.

6.7 Applicable Law and Venue. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district court of Tarrant County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendments. This Agreement may be amended only upon written Agreement signed by the Parties.

6.9 Severability/Interpretation. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.10 Compliance with Laws. Judge shall fully comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the services covered hereunder as they may now read or may hereafter be amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

CITY OF COLLEYVILLE

REGIONAL MUNICIPAL COURT JUDGE

By: _____
Mayor Richard Newton

By: _____
Carol Montgomery

Date signed: _____

Date signed: _____

CITY OF KELLER

By: _____
Mayor Armin Mizani

Date signed: _____

ORDINANCE O-21-2181

AN ORDINANCE PROVIDING FOR THE APPOINTMENT OF CAROL MONTGOMERY AS THE PRESIDING MUNICIPAL COURT JUDGE FOR THE COLLEYVILLE/KELLER REGIONAL MUNICIPAL COURT OF RECORD IN CONFORMANCE WITH SECTION 8.02 OF THE COLLEYVILLE CHARTER AND THE INTERLOCAL AGREEMENT FOR COMBINED MUNICIPAL COURT SERVICES BETWEEN THE CITIES OF COLLEYVILLE AND KELLER; APPROVING THE APPOINTMENT OF AN ASSOCIATE MUNICIPAL COURT JUDGE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to appoint Carol Montgomery as the Presiding Municipal Court Judge for the Colleyville/Keller Regional Municipal Court of Record for a two (2) year term in conformance with applicable law and the existing Interlocal Agreement for Combined Municipal Court Services between the cities of Colleyville and Keller; and

WHEREAS, the City Council further desires to approve the appointment of an associate Municipal Court Judge for a term running concurrent with the Presiding Judge's term.

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

- Sec. 1. THAT the City Council of the City of Colleyville, Texas hereby appoints Carol Montgomery to serve as the Presiding Municipal Court Judge for the Colleyville/Keller Regional Municipal Court of Record to serve from December 1, 2021, through December 1, 2023. Accordingly, the City Council hereby approves the Regional Municipal Court Judge Agreement with Carol Montgomery attached hereto as Exhibit "A".
- Sec. 2. THAT the City Council further approves the appointment of Lindsay Kinzey as an Associate Municipal Court Judge for the Colleyville/Keller Regional Municipal Court of Record to serve from December 1, 2021, through December 1, 2023; subject to the terms and conditions applicable to associate judges contained in the Municipal Court ILA and Exhibit "A" hereto.
- Sec. 3. THAT this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of November 2021.

The second reading and public hearing being conducted on the 16th day of November 2021.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 16TH DAY OF NOVEMBER 2021.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM:

Whitt L. Wyatt
City Attorney

EXHIBIT A
REGIONAL MUNICIPAL COURT
JUDGE AGREEMENT
Effective December 1, 2021

(attached)



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 6a

Agenda Date 11/1/2021

Number Ordinance O-21-2174

Type Ordinance

Department Community Development

Title

WITHDRAWN BY APPLICANT - OCTOBER 21, 2021 - Consideration of an amendment to the PUD-R Planned Unit Development-Residential district, specifically to amend the regulations for garage door building materials, for Lots 1-12, Block 1, The Villas at Windsor Steele, located at 5101-5145 Roberts Road, Case ZC21-018

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Update:

On October 21, 2021, the applicants for the amendment withdrew the request. The email is attached.

Second Reading and Public Hearing

The Council discussed the permit process and expressed concerns about the architectural design of the homes. The applicant was present at the first reading to explain the request and answer questions.

First Reading and Public Hearing

Ryan Panno and Brian Adams, the applicants, have submitted a request for an amendment to the existing PUD-R Planned Unit Development – Residential ordinance for the Villas at Windsor Steele development, being approximately 2.60 acres. The purpose is to amend the PUD-R's ordinance in order to allow for the incorporation of glass as an acceptable building material for garage doors. The current regulation requires wood or faux-wood doors. No other amendments are proposed.

Existing Conditions/Background: The subject property consists of a 12 lot single-family subdivision under construction. This development was approved by the City Council in September of 2015.

Proposed Amendment:

Request – The applicant requests to change the PUD ordinance to allow for glass as an approved material for the garage doors.

Analysis: The requested PUD-R amendment is for an update to the allowable materials for garage doors. The previous ordinance was approved in 2015 and requires wood or faux-wood only. The applicants desire for glass to be an acceptable building material for the garage doors. To change the garage door materials from the PUD-R ordinance requires an amendment to Ordinance O-15-1964.

Plat Status: The property is platted as Lots 1-12, Block 1, of the Villas at Windsor Steele.

DRC Review: The DRC reviewed the request during their August 23, 2021 meeting and determined the application was complete and may be scheduled for the next available Planning and Zoning Commission meeting.

Drainage: NA

Surrounding Development: The properties to the north, south and west have AG Agricultural zoning and have mostly developed with residential structures, a church, and soccer fields. The properties to the east have PUD-R zoning and are improved with residential structures.

Comprehensive Plan: The City's Comprehensive Plan, Destination Colleyville, identifies the subject property for residential development. The proposed change to the PUD-R ordinance does not conflict with any portion of the comprehensive plan.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1,000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff is neutral on this request.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the request conditional that the glare from the glass shall be mitigated with some resolution prior to the City Council meeting at their September 13, 2021, meeting by a vote of 6-1.

Financial Impact

There is no financial impact to the City.

Recommendation

None

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Full-View-Brochure Garage Doors
6. Ordinance O-15-1964
7. Photo Sep 22, 10.39.28 AM
8. Notification Map
9. Notification Letter
10. Notify List
11. Letters Received
12. Updated Resident Letter 9.26.2021
13. Ordinance O-21-2174
14. Withdrawal Email - Villas at Windsor Steele PUD

Aerial Map



ZC21-018

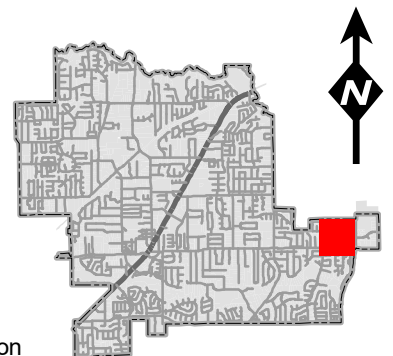
5101-5145 Roberts Road

DISCLAIMER:
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.

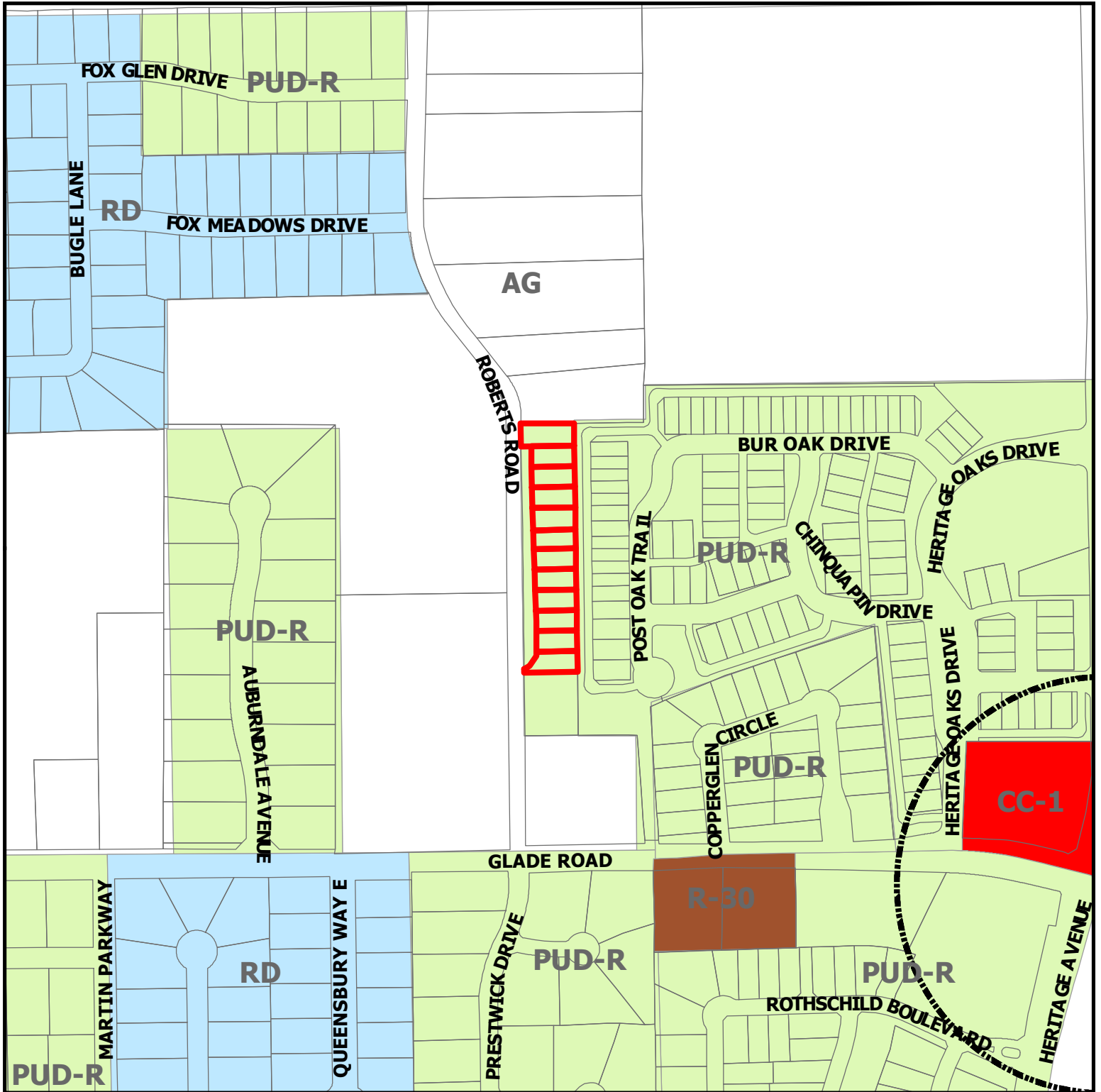


Subject Property

Sales Tax Preferred Intersection



Zoning Map



ZC21-018

5101-5145 Roberts Road

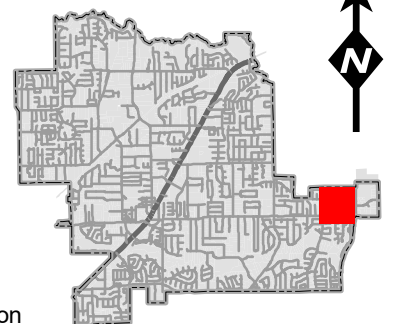
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Subject Property

Sales Tax Preferred Intersection



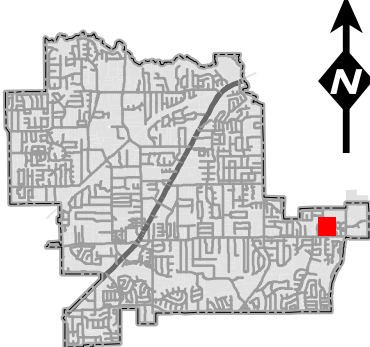
Future Land Use Map



ZC21-018

5101-5145 Roberts Road

- Subject Property
- Residential
- Institutional
- Open Space; Parks



DISCLAIMER:
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The Villas of Windsor Steele
Colleyville, Texas
PUD Single Family - 12 Lots
PUD Amendment – Ordinance O-15-1964

1. GENERAL

- a. The purpose of this PUDR Amendment is to revise Item e. in Section 4.2 of City of Colleyville Ordinance O-15-1964
 - i. Item e. currently states: “Homes shall feature wooden or faux-wood garage doors.”
 - ii. Revised Item e. to state: “Homes shall feature all glass garage doors. Glass type shall be frosted.”















5121









5121

5117





| FULL-VIEW ALUMINUM



THE
QUALITY
GARAGE
DOOR™



FULL-VIEW ALUMINUM

A dramatic statement, made to fit your contemporary garage door application. Our full-view aluminum garage doors are expertly engineered of aluminum and glass that will give your home the perfect blend of industrial and ultra modern.

3295 shown in clear anodized with optional frosted glass

KEY FEATURES



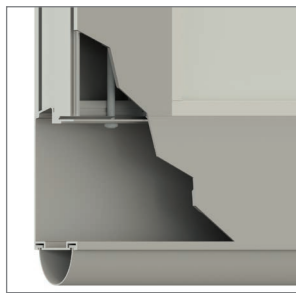
INSULATION

Optional insulated section rails are available providing additional thermal protection for your garage space.



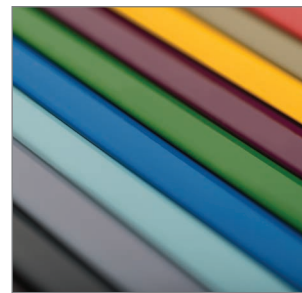
BULB SEAL

Integrated bulb seal eliminates air and water infiltration keeping your interiors protected from the unwanted elements.



SECTION CONSTRUCTION

Rail and stile sections are assembled with through bolts for added strength and longevity.



POWDER COATING

Choose from 188 color options that provide a maintenance free, durable finish.



Enjoy the view but keep the noise out!

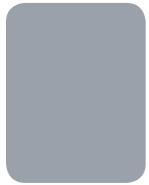
C.H.I Full-View Aluminum doors have been tested and certified for an STC (sound transmission class) Rating of 27.

PERSONALIZING OPTIONS

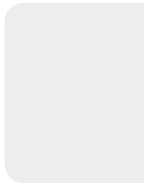
Choose from a variety of personalizing options to complement your home's design and create immediate curb appeal.

FINISH

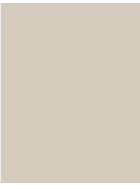
SUPER DURABLE POWDER COAT COLORS All powder coat colors add 1-week lead time



Clear Anodized



White



Almond



Sandstone



Brown



Bronze



Dark Bronze



Gray



Desert Tan

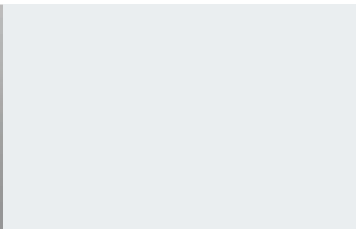


Black

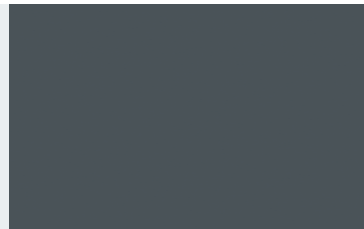
GLASS



Plain



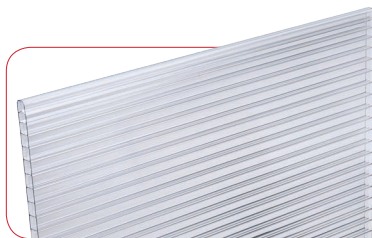
Frosted



Tinted



Obscure



ADDITIONAL GLASS & PANEL OPTIONS

In addition to our standard glass offering, customize your door with specialty glass, solid panels or special materials. Contact your C.H.I. Dealer for options and details.



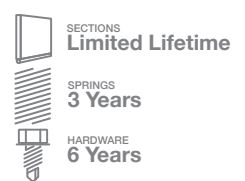
Full-View Aluminum Model Comparison Chart

BETTER		BEST	
Section Construction	2" Thick - Hollow aluminum rails with through bolt assembly and bulb seal between sections	2" Thick - Insulated aluminum rails with through bolt assembly and bulb seal between sections	
Section Material	Heavy Duty - Aluminum	Heavy Duty - Aluminum	
Insulation Type	No Insulation	Polystyrene Insulation	
			
Panel Style / Model Number ²			
	3295	3297	
Full-View			
Personalizing Options			
Powder Coating ¹	188 Colors	188 Colors	
Windows	•	•	
Solid Panels	Insulated or Non-Insulated	Insulated or Non-Insulated	
Glass	•	•	
Warranty	Limited Lifetime Warranty		

¹ Refer to your local C.H.I. Dealer for exact color match. ² Model number indicates insulation type.

APPEARANCE PACKAGE

All hardware, including struts and track, is powder coated, creating a complete garage door system with a lasting impression.





DOORVISIONS
Bring your vision to life.

C.H.I. DEALERS

A BETTER BUYING EXPERIENCE

All C.H.I. doors, replacement parts, and accessories are sold only through our network of C.H.I. dealers: dedicated professionals who install and service our doors with the same quality and workmanship we use to manufacture them.

chiohd.com | 1485 Sunrise Drive | Arthur, IL 61911 | USA

Your Local Garage Door Professional

ORDINANCE O-15-1964

AN ORDINANCE AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 2.60 ACRES IN THE G.W. MINTER SURVEY, ABSTRACT 1034, LOCATED AT 5017, 5113, AND 5201 ROBERTS ROAD FROM THE AG-AGRICULTURAL ZONING DISTRICT TO THE PUD-R-PLANNED UNIT DEVELOPMENT RESIDENTIAL ZONING DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning under Case No. ZC15-011; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to enact a new zoning ordinance; and

WHEREAS, the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be enforced therein, and to recommend a new zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration, among other things, to the character of the districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and state law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings

and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 2.60 acres in the G.W. Minter Survey, Abstract 1034, located at 5017, 5113, and 5201 Roberts Road from the AG-Agricultural zoning district to the PUD-R-Planned Unit Development Residential zoning district, as depicted in the attached Exhibit "A" and as legally described in Exhibit "B".
- Sec. 3. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:
1. General
 - a. The purpose of this PUD-R is for a single family residential development of 12 detached dwelling units, constructed at a maximum net density of 6.3 dwelling units per acre (12 divided by 1.92 acres).
 - b. The subject property is subject to all the regulations contained in the Land Development Code, except as noted herein.
 2. Development Plan
 - a. The development shall be generally consistent with Exhibits "C" and "D" relating to the layout and common open space, which shall not be considered the associated plat. The actual

street and lot arrangement may differ from that shown on Exhibit "C" to accommodate topographic, drainage, or other conditions. All final details are subject to the other provisions of this ordinance and all other City codes and regulations.

- b. The development shall provide a slip road, similar to the one in attached Exhibit "E." The photos represent the character and look the slip street shall have.
- c. Homes constructed shall generally comply with the building materials, architectural style, and scale of the architecture as shown in the renderings contained in Exhibit "F."
- d. Homes constructed shall utilize 100 percent masonry materials on all facades, excluding windows, doors and trim.
- e. Homes shall feature wooden or faux-wood garage doors.
- f. A six-foot masonry wall shall be provided along the northern and southern property lines, extending from the eastern property line and existing masonry wall of Heritage Oaks to the front building line of proposed Lots 1 and 12.

3. Permitted Uses

- a. Single Family Detached Dwellings
- b. Common Open Space Areas

4. Residential Lot Requirements and Setbacks

Residential lot requirements and setbacks shall comply with the following provisions:

- a. Minimum Lot Size: 4,882 square feet
- b. Minimum Lot Depth: 97 feet
- c. Minimum Lot Width: 50 feet
- d. Front Building Line: 10 feet

- e. Side Building Line: 5 feet
- f. Rear Building Line: 10 feet
- g. Maximum Lot Coverage: 66 percent
- h. Maximum Building Height: 30 feet

5. Open Space and Landscaping

- a. This development shall provide a minimum of 17.3 percent common open space, as shown on Exhibits "C" and "D" which shall be for the aesthetic, leisure, and recreational enjoyment of the development's residents. The open space shall comply with the provisions contained in the Land Development Code except as noted herein. All open space areas shall be landscaped and maintained by the Homeowner's Association (HOA).
- b. A minimum of eight, three-inch caliper trees shall be planted on proposed Lot 13 by the developer, prior to the final acceptance of the subdivision.
- c. A minimum of one, three-inch caliper tree shall be planted in each residential lot front yard.
- d. The two existing trees as noted on Exhibit "D" shall be preserved. Should the two trees be removed, the caliper inches shall be replaced with trees meeting the standards of the Land Development Code at the rate of three times the removed tree's caliper inches.
- e. The median between Roberts Road and the slip road shall contain one tree for every 30 linear feet, to be provided by the developer prior to final acceptance of the subdivision.

Sec. 5. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

- Sec. 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase, or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 8. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 9. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort, and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

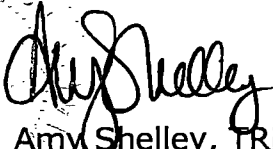
AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of September 2015.

The second reading and public hearing being conducted on the 15th day of September 2015.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the 15th day of September 2015.

ATTEST:


Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE


David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in black ink, appearing to read "Ben L. Stool".

Matthew C. G. Boyle
City Attorney

Ben L. Stool
Ass't City Attorney
Boyle & Lowry, LLP

The map displays a section of land with several streets and lots. The streets shown are Roberts Rd, Bur Oak Dr, Shumard Oak Ln, Chinatown Dr, Auburndale Ave, and Upper Glen Cir. The lots are numbered, and a specific lot, 5201, is highlighted with a red rectangle and labeled 'Subject Property' with a red arrow. The map also shows the locations of 'PUD-R' (Planned Unit Development - Residential) and 'AG' (Agriculture) zones. The map is dated 2000 and includes a scale bar indicating distances in feet.

Exhibit B – Legal Description

Being a tract in the G.W. Minter Survey, Abstract 1034, City of Colleyville, Tarrant County, Texas conveyed to Kenneth W Sauer, etux, recorded in Document No. 211194191, James Lecocq recorded in Document No. 203104559, and Ted Scribner, etux recorded in Vol. 5564 Page 899 of the Deed Records of Tarrant County, Texas, and being more particularly described as follows with bearings related to the west line of Heritage Oaks recorded in Cabinet "A" Slide 11704 of the plat records of Tarrant County; Beginning at the northwest corner of said Heritage Oaks; THENCE S00/48'20"E, a distance of 304.48 feet along said west line to a point for a corner; THENCE S00/33'05"E, a distance of 456.18 feet continuing along said west line to a point for a corner in the north line of Lot 1 Block 1 Pleasant Glade Baptist Church Addition recorded in Cabinet "A" Slide 7691 of said Plat Records; THENCE S88/30'45"W, a distance of 144.98 feet to a point for a corner in Roberts Road; THENCE N01/52'36"W, a distance of 289.95 feet to a point for a corner; THENCE N00/39'22"W, a distance of 286.54 feet to a point for a corner; THENCE N88/51'25"E, a distance of 6.77 feet to a point for a corner; THENCE N00/48'20"W, a distance of 185.47 feet to a point for a corner in the south line of a tract conveyed to Thomas Arnold recorded in Document 203464501 of said deed records; THENCE N89/01'26"E, a distance of 144.90 feet along said Arnold south line to the POINT OF BEGINNING and containing 2.60 acres, more or less.

Exhibit D – Conceptual Landscape

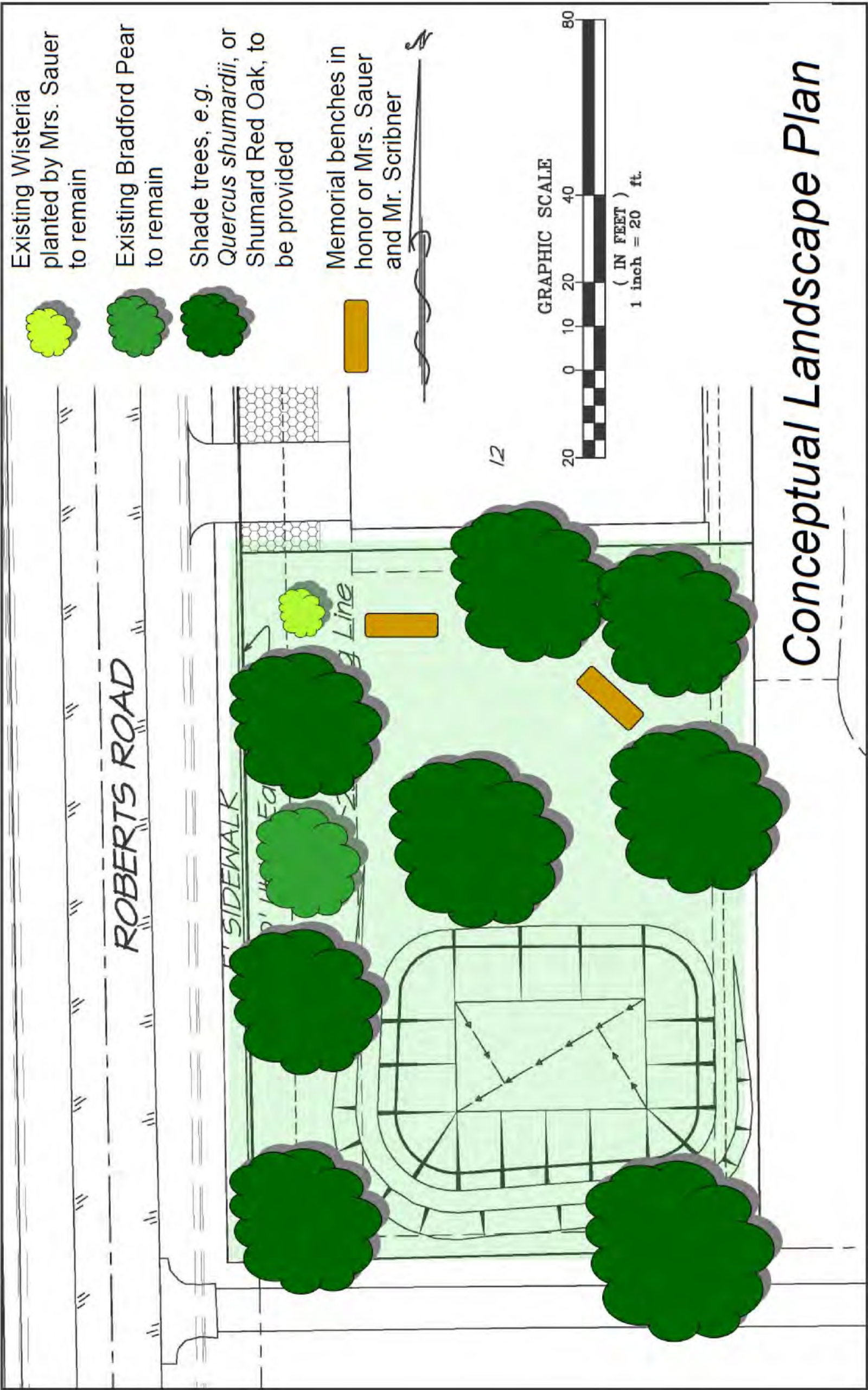
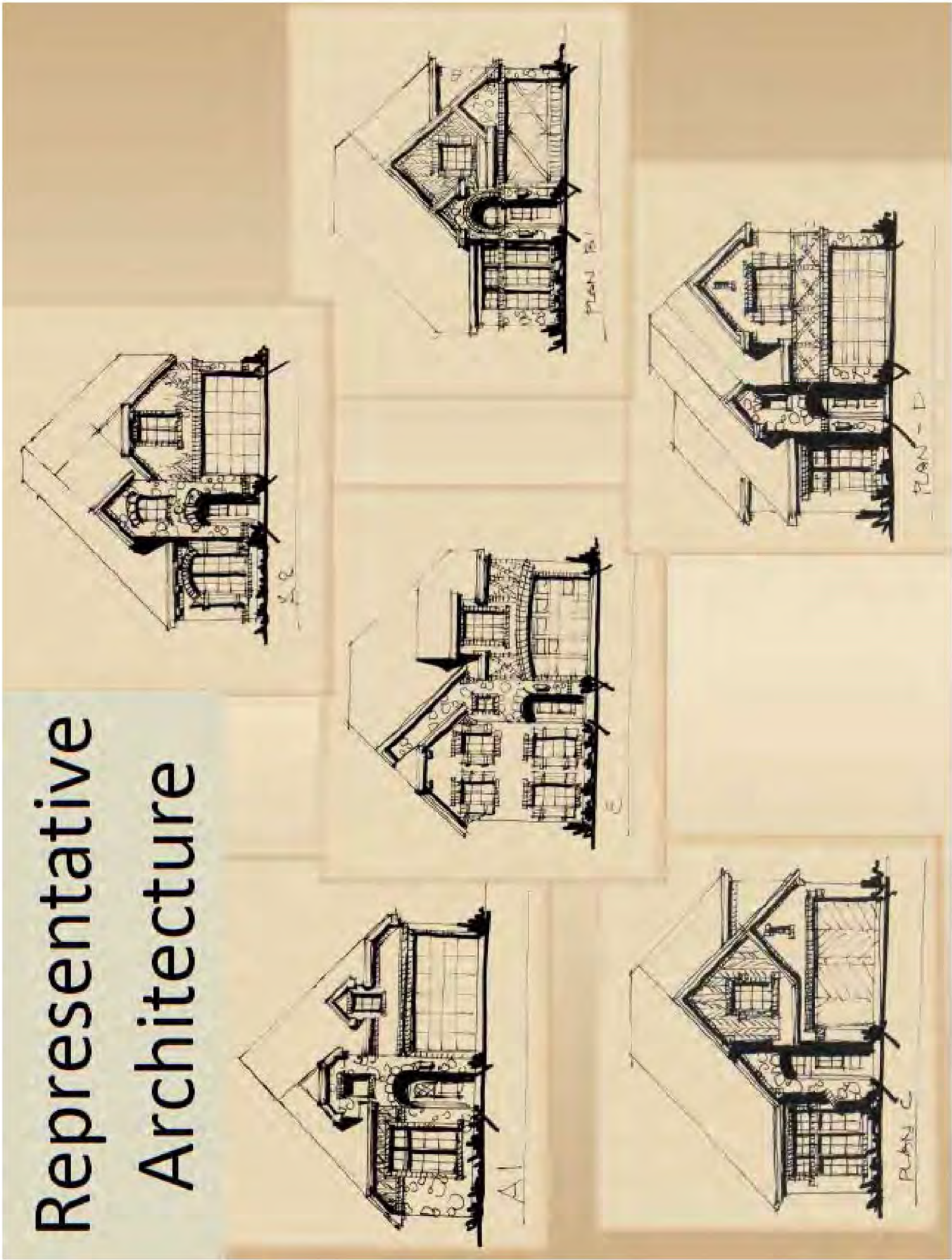


Exhibit E – Slip Road



Exhibit F – Architectural Renderings



Representative Architecture



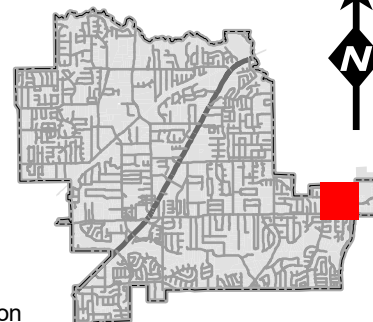
Notification Map



ZC21-018
5101-5145 Roberts Road

DISCLAIMER:
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.

-  Subject Property
-  500ft Buffer
-  Properties within 500ft
-  Sales Tax Preferred Intersection





NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

The City of Colleyville has scheduled public hearings concerning the below referenced request on the following dates and location:

Planning and Zoning Commission Meeting: Monday, September 13, 2021 at 7:00 p.m.
City Council Meetings: Monday, October 4, 2021 & Tuesday, October 19, 2021 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of an amendment to the PUD-R Planned Unit Development-Residential district, specifically to garage door building materials. The request is to revise the previously approved garage door building materials to include glass garage doors.

Zoning Case: ZC21-018

Applicants: Brian Adams and Ryan Panno

Owners: Brian Adams and Ryan Panno

Location: 5101-5145 Roberts Road

Property Description: Lots 1-12, Block 1, The Villas at Windsor Steele

Present Zoning: Planned Unit Development-Residential

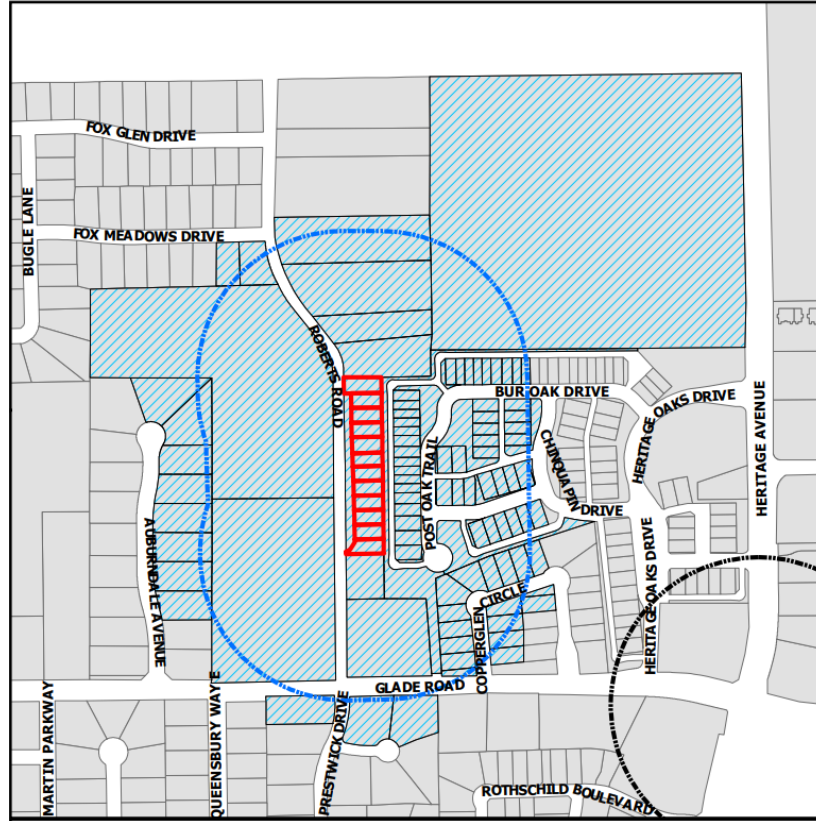
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request. Denial of the proposal by the Commission is final, unless the applicant submits a written notice of appeal within 10 days from the date of action by the Commission. If appealed, the request will be placed on the next available City Council agenda as listed above. Rezoning requests, zoning amendments and conditions recommended by the Commission for approval by the City Council may be more restrictive than those described in this notice.

All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address below:

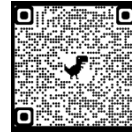
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

NOTICE OF PUBLIC HEARING

If the property owners of 20% or more of the land within the 200 foot notification area file a written protest prior to the public hearing, State law provides that the approval of the zoning change request shall require the approval of a super majority vote by City Council.



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 76034. A brief project description can be found online on the Agenda Packet and Active Development Case map (please use your phone's camera to scan QR code below):



For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

Owner Name	Owner Address	Owner City
CHAPMAN, PHILLIP H	5100 POST OAK TR	COLLEYVILLE, TX
NUMBERS MANAGEMENT CORP	3065 BEYER BLVD STE B-103	SAN DIEGO, CA
FROST, HOWARD M	5009 COPPERGLEN CIR	COLLEYVILLE, TX
KEISER, INGRID	5062 POST OAK TR	COLLEYVILLE, TX
HARMON, BRENT	5009 PRESERVATION AVE	COLLEYVILLE, TX
BABUL, SAJEED	5133 POST OAK TR	COLLEYVILLE, TX
COLE, JANICE B	5132 POST OAK TR	COLLEYVILLE, TX
BRADFORD TRUST	5005 COPPERGLEN CIR	COLLEYVILLE, TX
GRAPEVINE COLLEYVILLE, ISD	3051 IRA WOODS AVE E	GRAPEVINE, TX
MCCASKEY, SANFORD	5004 COPPERGLEN CIR	COLLEYVILLE, TX
HU, HUIMIN	3219 MAY ST	FORT WORTH, TX
MATHIS, CHRISTOPHER	5137 POST OAK TR	COLLEYVILLE, TX
WOLF, TRACY	3732 BUR OAK DR	COLLEYVILLE, TX
SIROTIYA, SANJEEV	3705 POST OAK TR	COLLEYVILLE, TX
COLLEYVILLE ASSOC HERITAGE OAK	4760 PRESTON RD STE 244-238	FRISCO, TX
THE GREENE FAMILY TRUST	3716 BUR OAK DR	COLLEYVILLE, TX
MATHIS, CHRISTOPHER WARREN	5137 POST OAK TR	COLLEYVILLE, TX
STEELE, TERRY W	3757 SHUMARD OAK LN	COLLEYVILLE, TX
XIAO, SHUNLIANG	3761 SHUMARD OAK LN	COLLEYVILLE, TX
KUEN I TANG TRUST	1204 LEAWOOD DR	EDMOND, OK
SOKHEY SIMREN S	5066 POST OAK TRL	COLLEYVILLE, TX
HUNG, SUSAN	3748 SHUMARD OAK LN	COLLEYVILLE, TX
COLLEYVILLE ASSOC HERITAGE OAK	4760 PRESTON RD STE 244-238	FRISCO, TX
AGRAWAL, RACHNA	3744 SHUMARD OAK LN	COLLEYVILLE, TX
LIVINGSTON, MARK	3720 BUR OAK DR	COLLEYVILLE, TX
ADAMS HOMES INC	PO BOX 96223	SOUTHLAKE, TX
SZABO, STEVE	5040 COPPERGLEN CIR	COLLEYVILLE, TX
CHITKARA, JAIDEEP	5114 HERITAGE OAKS DR	COLLEYVILLE, TX
COPPERGLEN HOA INC	PO BOX 1901	COLLEYVILLE, TX
CROUCH, PAUL	3704 BUR OAK DR	COLLEYVILLE, TX
BRILL, DONALD	4916 PRESTWICK DR	COLLEYVILLE, TX
ARMSTRONG, MELINDA	3712 BUR OAK DR	COLLEYVILLE, TX
PARHAM, VAN E	5013 AUBURNDALE AVE	COLLEYVILLE, TX
ZAFFOS, LAUREN	5101 AUBURNDALE AVE	COLLEYVILLE, TX
MAI, NGAN	5024 COPPERGLEN CIR	COLLEYVILLE, TX
WITTE, DAN	5036 COPPERGLEN CIR	COLLEYVILLE, TX
LAYER, DONNA J	5104 POST OAK TR	COLLEYVILLE, TX
BENDER, JEFFERY	5020 COPPERGLEN CIR	COLLEYVILLE, TX
ADAMS HOMES INC	PO BOX 96223	SOUTHLAKE, TX
COVENANT CHURCH	2660 E TRINITY MILLS RD	CARROLLTON, TX
RYAN PANNO HOMES INC	PO BOX 217	COLLEYVILLE, TX
PLEASANT GLADE BAPTIST CHURCH	3708 GLADE RD	COLLEYVILLE, TX
BIBEAU, GUY R	5052 COPPERGLEN CIR	COLLEYVILLE, TX
WHITE, KIMBERLY	6210 BURNHAM CIR	COLLEYVILLE, TX
HART, BILLY	5124 POST OAK TR	COLLEYVILLE, TX
PITTS, WALLACE J	3612 AMBERLEY CT	COLLEYVILLE, TX
O'SHELL, HOWARD C	5012 COPPERGLEN CIR	COLLEYVILLE, TX
CLARK, LINDA	5070 POST OAK TRL	COLLEYVILLE, TX
ROGERS, CHRISTOPHER	3724 BUR OAK DR	COLLEYVILLE, TX
ARNOLD, THOMAS A	5205 ROBERTS RD	COLLEYVILLE, TX
PRABHREET K SOKHEY RAISINGHANI	3768 SHUMARD OAK LN	COLLEYVILLE, TX
RODRIGUEZ, SARA	5032 COPPERGLEN CIR	COLLEYVILLE, TX
SARAVANAPERUMAL, SIVA	3760 SHUMARD OAK LN	COLLEYVILLE, TX

MCLAIN REVOCABLE TRUST	5017 AUBURNDALE AVE	COLLEYVILLE, TX
CHATUR, ZULFIKAR	5121 POST OAK TR	COLLEYVILLE, TX
VIRANI, AZIZ	5129 POST OAK TRL	COLLEYVILLE, TX
KOFFORD, KELLY REX	3777 SHUMARD OAK LN	COLLEYVILLE, TX
SCHNEIDER, JOHN	5028 COPPERGLEN CIR	COLLEYVILLE, TX
LEGATES, SHEILA	5128 POST OAK TR	COLLEYVILLE, TX
PRAZAK, JOHN B	5207 ROBERTS RD	COLLEYVILLE, TX
PATEL, BHARAT V	5309 ROBERTS RD	COLLEYVILLE, TX
SWINDELL LIVING TRUST	3769 SHUMARD OAK LN	COLLEYVILLE, TX
SIMBA LIVING TRUST	5102 HERITAGE OAKS DR	COLLEYVILLE, TX
PATEL, NEAL	5112 POST OAK TRL	COLLEYVILLE, TX
WEAKLEY, JERRY	5016 COPPERGLEN CIR	COLLEYVILLE, TX
BELL, RICHARD	5303 ROBERTS RD	COLLEYVILLE, TX
MOCK, WILLIAM	5142 POST OAK TR	COLLEYVILLE, TX
JIWANI, SHIFA	3765 SHUMARD OAK LN	COLLEYVILLE, TX
BRYANT, STEVEN W	5058 POST OAK TR	COLLEYVILLE, TX
BASSLER, DENNIS	5105 AUBURNDALE AVE	COLLEYVILLE, TX
COLLEYVILLE ASSOC HERITAGE OAK	4760 PRESTON RD STE 244-238	FRISCO, TX
BHAMANI, RUBINA SOHIL	3733 SHUMARD OAK LN	COLLEYVILLE, TX
BARATZ FAMILY TRUST	3708 BUR OAK DR	COLLEYVILLE, TX
COLLEYVILLE ASSOC HERITAGE OAK	4760 PRESTON RD STE 244-238	FRISCO, TX
WATTERS, JEROME	5120 POST OAK TRL	COLLEYVILLE, TX
COVENANT CHURCH	2660 E TRINITY MILLS RD	CARROLLTON, TX
SHETTY, SUDHIN	5132 CHINQUAPIN DR	COLLEYVILLE, TX
RAHAMAN, IBRAHIM	3772 SHUMARD OAK LN	COLLEYVILLE, TX
ANDRADE, ELIZABETH	5125 POST OAK TRL	COLLEYVILLE, TX
FAN, WEIPING	5136 CHINQUAPIN DR	COLLEYVILLE, TX
MDC-HERITAGE OAKS ESTATES LTD	545 E JOHN CARPENTER FWY	IRVING, TX
COLLEYVILLE ASSOC HERITAGE OAK	4760 PRESTON RD STE 244-238	FRISCO, TX
SOHN, TAESIK	3608 AMBERLEY CT	COLLEYVILLE, TX
PIRANI, SALIMA	5013 COPPERGLEN CIR	COLLEYVILLE, TX
SHALWANI, FEROUZ	5009 AUBURNDALE AVE	COLLEYVILLE, TX
TANDON, NIDHI	5109 AUBURNDALE AVE	COLLEYVILLE, TX
MAXWELL, JASON	5113 AUBURNDALE AVE	COLLEYVILLE, TX
REINCE, KEVIN	5134 POST OAK TRL	COLLEYVILLE, TX
ANDRAE, RAYMOND R	3510 FOX MEADOWS DR	COLLEYVILLE, TX
SIMINSKI, JAMES THOMAS	5116 POST OAK TR	COLLEYVILLE, TX
MCLEOD, GARY	3700 BUR OAK DR	COLLEYVILLE, TX
SHABAY, PAUL	5108 POST OAK TR	COLLEYVILLE, TX
RYNN, ANDREW	3508 FOX MEADOW DR	COLLEYVILLE, TX
COLLEYVILLE ASSOC HERITAGE OAK	4760 PRESTON RD STE 244-238	FRISCO, TX
COLLEYVILLE ASSOC HERITAGE OAK	4760 PRESTON RD STE 244-238	FRISCO, TX
COLLEYVILLE ASSOC HERITAGE OAK	4760 PRESTON RD STE 244-238	FRISCO, TX
COPPERGLEN HOA INC	PO BOX 1901	COLLEYVILLE, TX
COLLEYVILLE ASSOC HERITAGE OAK	4760 PRESTON RD STE 244-238	FRISCO, TX
PRIMAS, MARVIN	2704 CLEARMEADOW ST	BEDFORD, TX
COLLEYVILLE ASSOC HERITAGE OAK	4760 PRESTON RD STE 244-238	FRISCO, TX
RYAN PANNO HOMES INC	PO BOX 217	COLLEYVILLE, TX
RYAN PANNO HOMES INC	PO BOX 217	COLLEYVILLE, TX
RYAN PANNO HOMES INC	PO BOX 217	COLLEYVILLE, TX
RYAN PANNO HOMES INC	PO BOX 217	COLLEYVILLE, TX
RYAN PANNO HOMES INC	PO BOX 217	COLLEYVILLE, TX
ADAMS HOMES INC	PO BOX 96223	SOUTHLAKE, TX
ADAMS HOMES INC	PO BOX 96223	SOUTHLAKE, TX
ADAMS HOMES INC	PO BOX 96223	SOUTHLAKE, TX

ADAMS HOMES INC
ADAMS HOMES INC
ADAMS HOMES INC
COPPERGLEN ADDITION
WOODLAND HILLS (COLLEYVILLE)
CREEKSIDE
FOX MEADOWS ADDITION
HERITAGE GLEN ADDN-COLLEYVILLE
GRAPEVINE COLLEYVILLE ISD

PO BOX 96223
PO BOX 96223
PO BOX 96223
P.O. Box 323
4100 Oxford Court
106 N Denton Tap Rd # 210-375
5301 Bugle Lane
5105 Auburndale Avenue
3051 IRA E WOODS AVE

SOUTHLAKE, TX
SOUTHLAKE, TX
SOUTHLAKE, TX
COLLEYVILLE, TX
COLLEYVILLE, TX
COPPELL, TX
COLLEYVILLE, TX
COLLEYVILLE, TX
GRAPEVINE, TX

Rachel & Richard Bell
5303 Roberts Rd
Colleyville, TX 76034
214-354-4653

August 31, 2021

Re: Zoning Case ZC21-018 (garage doors)

Dear Community Development Department and City Officials,

Thank you for sending us information on the Public Hearing regarding amending the policy on garage door materials – Zoning Case ZC21-018. We live on Roberts Road, two houses down the street from Mr. Adams and Mr. Panno's new housing development. We are so impressed with how aesthetically pleasing the new homes are along with how well the builders have handled the construction. It is exciting to see people begin to move in to these beautiful new homes.

As homeowners in the immediate area, we are 100% in favor of revising the existing policy to allow the approved garage door building materials to include glass garage doors. If you drive by, you too will see how great these new homes look and how they elevate the perceived value of the homes around them.

Thank you for working to keep Colleyville safe and beautiful.

Best,

Rachel & Richard Bell

USPS and email copy sent to Ms. Reyff

From: [Ben Bryner](#)
To: [Jackie Reyff](#); [Dakari Hill](#)
Subject: FW: Glass doors and windows facing West
Date: Wednesday, September 1, 2021 10:32:41 AM

This just came in.

From: Van Parham <[REDACTED]>
Sent: Wednesday, September 1, 2021 10:24 AM
To: Jerry Ducay <JDucay@colleyville.com>; Mark Wood <MWood@colleyville.com>; Ben Bryner <BBryner@colleyville.com>
Cc: Jordan McLain <[REDACTED]>
Subject: Glass doors and windows facing West

August 31, 2021

Dear Mr Ducay, Mr. Wood and Mr Bryner,

The property on Roberts road has placed glass Panel garage doors and front doors. This will make the homes very hot as my house also faces the exact direction.. You do not want to try to open a door after about 3 o'clock during the summer. All of the windows reflects the sun at different times a day due the the time the sun goes down. Even the windows reflect light like a person was trying to send a morse code signal to me in my backyard. This also changes daily and the time of day. The most alarming is the garage doors which are not to be placed due north per the building code that the builders chose not to adhere to. They actually need full closed panel insulated doors as we have to help with the tremendous heat from the sun. This would be a good reason to keep the current zoning for these homes.

I have been on the Planning and Zoning committee in the past and realize why this committee is so valuable to the city. The zoning sometimes need to be changed if it makes something better. The garage doors and their glare especially when the 4 panels go up and down during operation do not make for a case to change zoning. Therefore I hope, along with our entire neighborhood that you do not change the zoning as it will not make the property better. Please make the builders adhere to the present zoning that they agreed to when they received the permits from the city to build. Thank you for serving on the P & Z committee as it is much needed to make Colleyville better. I have also enclosed a photo to show the flood lights on for the soccer field and a couple of dormer windows on the homes to show the normal daily reflection of just the windows, not the large glass garage doors

Van E. Parham, Jr. DDS. FAGD

President Heritage Glen (HOA)



From: [Ben Bryner](#)
To: [Jackie Reyff](#); [Dakari Hill](#)
Subject: FW: Zoning Case: ZC21-018
Date: Thursday, September 2, 2021 10:44:19 AM

This just came in...

From: Pam <[REDACTED]>
Sent: Thursday, September 2, 2021 10:43 AM
To: Jerry Ducay <JDucay@colleyville.com>; Mark Wood <MWood@colleyville.com>; Ben Bryner <BBryner@colleyville.com>
Subject: Zoning Case: ZC21-018

Dear Colleyville Planning and Zoning Commission,

We (Dennis and Pam Bassler) live at 5015 Auburndale Avenue. We are unable to attend the meeting on September 13, 2021; however, we want to have our opinions noted regarding the glass garage doors across the field from us on Roberts Road.

We have witnessed flashes of very bright light coming into our row of houses which are directly across from the houses on Roberts Road when the sun hits the glass as the garage doors go up and down. Our backyard has trees with leaves currently blocking most of those flashes, but as the leaves drop from the trees, we will get more flashes of light into our house. Please consider this situation and help resolve it for those of us who live across from the houses in question.

Thank you for your help. I am sure that there is a mutually agreeable way to solve this issue for the safety of everyone involved.

Dennis and Pam Bassler
5105 Auburndale Avenue, Colleyville

Ben Bryner

Subject: RE: Roberts Road - Zoning Case: ZC21-018

From: Jordan McLain < >

Sent: Sunday, September 26, 2021 5:23 PM

To: Ben Bryner <BBryner@colleyville.com>

Cc: Van Parham < >; badams1977@msn.com; ryan@ryanhomesdfw.com

Subject: Roberts Road - Zoning Case: ZC21-018

Ben,

As discussed in the Planning and Zoning meeting, Bryan Adams had the proposed anti-glare film installed on one of the garage doors facing us. After a few days of watching, I have seen that the film totally solves the glare issue. Additionally, I cannot tell which garage door has the film, unless I am up close. The only way I can tell is that I can see my reflection slightly on a door without the film when I walk close to one of the homes. In my opinion, this is an excellent solution, as it solves any glare concerns and is practically unnoticeable.

Thank you,
Jordan McLain

ORDINANCE O-21-2174

AMENDING ORDINANCE O-15-1964 CONDITIONS; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council approved Ordinance O-15-1964 on September 15, 2015, to grant a rezoning request from the AG Agricultural district to the PUD-R Planned Unit Development – Residential district on 2.60 acres located at 5101 – 5145 Roberts Road, under Case ZC15-011; and

WHEREAS, the applicant has requested an amendment to Ordinance O-15-1964 to amend Section 2.e. to allow for glass as an acceptable building material for garage doors; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to amend the City's zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has given reasonable consideration to, among other things, the character of the City's zoning districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the City Council is of the opinion that the change in zoning provided for herein should be made, in compliance with the City Charter, and State law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard.

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

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 5101-5145 Roberts Road, Planned Unit Development- Residential Zoning District, as depicted in the attached Exhibit "B".

Sec. 2. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 3. THAT the above described tract of land shall be subject to the following conditions:

1.General

a. The following amendments to Ordinance O-15-1964 are hereby authorized:

i. Section 2.e. of Ordinance O-15-1964 is hereby amended to 'Homes shall feature all glass garage doors. Glass type shall be frosted.'

Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 7. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 4th day of October 2021.

The second reading and public hearing being conducted on the 19th day of October 2021.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 19TH DAY OF OCTOBER 2021.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A"- Zoning Map



Exhibit “B”- Building Elevations





Withdrawal Email - October 21, 2021

From: Ryan Homes <ryan@ryanhomesdfw.com>
Sent: Thursday, October 21, 2021 11:03 AM
To: Jerry Ducay <JDucay@colleyville.com>; Ben Bryner <BBryner@colleyville.com>
Cc: Brian Adams
Subject: Villas at Windsor Steele PUD

Jerry and Ben,

We have discussed all of the options with the 6 homeowners of the occupied homes in the development and would like to proceed with changing the garage doors to the model shown in the attachment. These doors are an equally quality product that will stand up to the western exposure of these homes. We believe these doors comply with the current PUD language and as such we would like to request that our application for a PUD amendment be withdrawn.

This consensus was reached out of concern regarding owner maintenance of the applied film on each individual door as well as the ongoing cost to maintain the additional landscaping for an HOA with only 12 homes.

The lead time for these doors is 8-10 weeks and we will have them installed on each home as quickly as they arrive. Please confirm the withdrawal of our PUD amendment so that we may expedite the ordering of these replacement doors.

Regards,
Ryan Panno
Brian Adams

3:34



AA

 doorvisions.chiohd.com



DOORVISIONS

REGISTER

LOGIN





City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 7a

Agenda Date 11/1/2021

Number Resolution R-21-4666

Type Resolution

Department Community Development

Title

Consideration of a Minor Plat with a Plat Waiver for Street Frontage for Tract 2LL, Abstract 1248, Thomas J Polson Survey, located at 4813 Ford Court, Case PC21-015

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Reading and Public Hearing

Derek Tuttle, the applicant, has submitted a request for a Minor Plat with Plat Waiver for Street Frontage for Lot 1, Block 1, Tuttle Addition, being Tract 2LL, Abstract 1248, Thomas J. Polson Survey; being approximately 2.07 acres; and zoned R-40 Single Family Residential. The purpose is to plat the lot for the development of a new single-family home.

Existing Conditions/Background: The subject property, 4813 Ford Court, is located north of Black Drive off a private drive called Ford Court. The property has existed since the 1970s in this configuration where access is off Ford Court, which is a private access easement. This property does not have any street frontage and is requesting a Plat Waiver.

Proposed Zoning:

Request– The applicant requests to plat the property with a Plat Waiver for Street Frontage. The minimum standards for the R-40 zoning district are as follows:

Minimum Lot Size	40,000 sf.	93,218 sf.
Minimum Lot Width	150 feet	200 feet
Minimum Lot Depth	150 feet	394 feet
Front Building Line	40 feet	
Side Building Line	15 feet	
Rear Building Line	25 feet	
Max. Lot Coverage	20%	
Max. Impervious Coverage	50%	

Surrounding Development: The properties to the north, east and west are zoned R-40 Single Family Residential and improved with single-family homes. The properties

located to the south are zoned R-20 Single Family Residential and are improved with single-family homes.

Analysis: The proposed lot is compatible with the R-40 zoning district. The Plat Waiver for street frontage would allow the property to meet the intent of the City's Comprehensive Master Plan.

Plat Status: The property is currently unplatted.

DRC Review: The DRC met on September 20th and offered the following comments to the applicant:

1. Along the side lot lines provide 7.5' easements, a 16' easement along the rear property line, and 7.5' easement along the front property line.
2. Refer to the plat as Lot 1, Block 1, Tuttle Addition and include in the title block.
3. Include the lot area in acres and square feet on the plat.
4. Remove Staff Signature Block and replace with Planning and Zoning Commission and City Council Signature Blocks.
5. Provide a purpose statement.

DRC Comments - September 28, 2021:

1. Along the front property line, provide a 7.5' easement.
2. Include the lot area in acres and square feet on the plat where the lot is located.

Tree Preservation: Any subdivision of the subject property must comply with Chapter 5 (Urban Forestry) of the Land Development Code. Where any tree is slated for removal, no site grading, dirt disturbance or new construction may occur on the property until a Tree Removal Permit has been issued which is associated with an approved Tree Preservation Plan. In addition to the requirements for submittal of a Tree Removal Permit and Tree Preservation Plan, future development on the site must maintain the minimum existing protected tree canopy coverage as required in Chapter 5.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1,000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff recommends approval of the Minor Plat with Plat Waiver for Street Frontage.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the plat with plat waiver at their October 11, 2021, meeting by a vote of 7-0.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Minor Plat
6. Site Plan
7. Notification Map
8. Property Owner Notification
9. Notify List
10. Resolution R-21-4666

Aerial Map



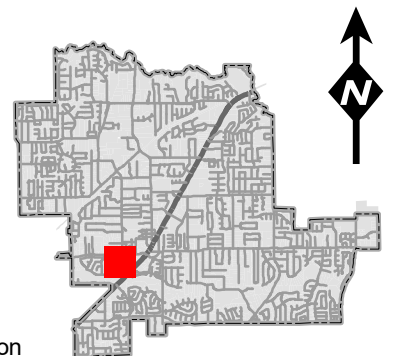
PC21-015
4813 Ford Court

DISCLAIMER:
 This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.

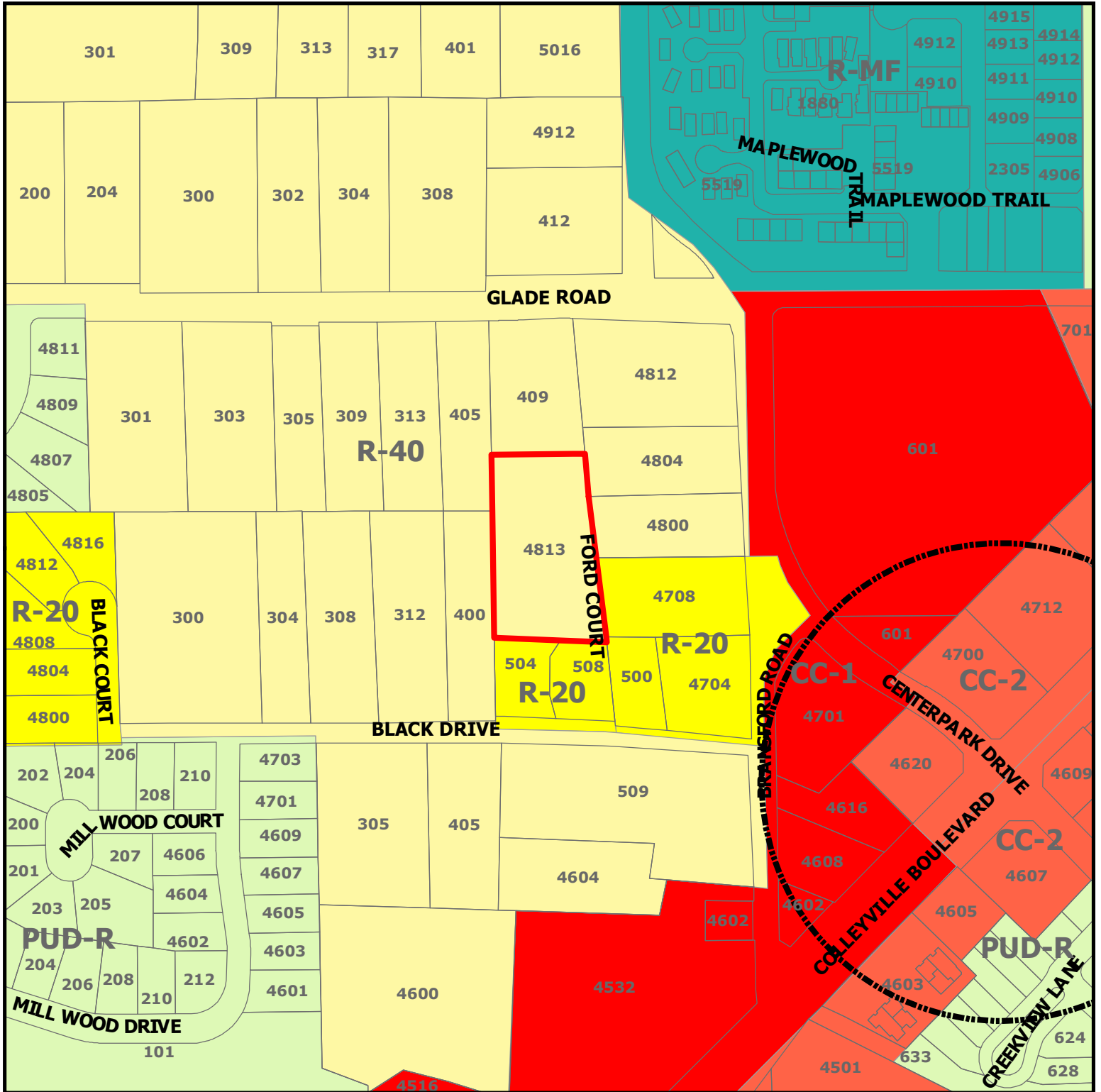


Subject Property

Sales Tax Preferred Intersection



Zoning Map



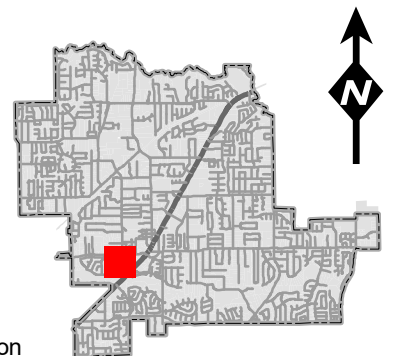
PC21-015
4813 Ford Court

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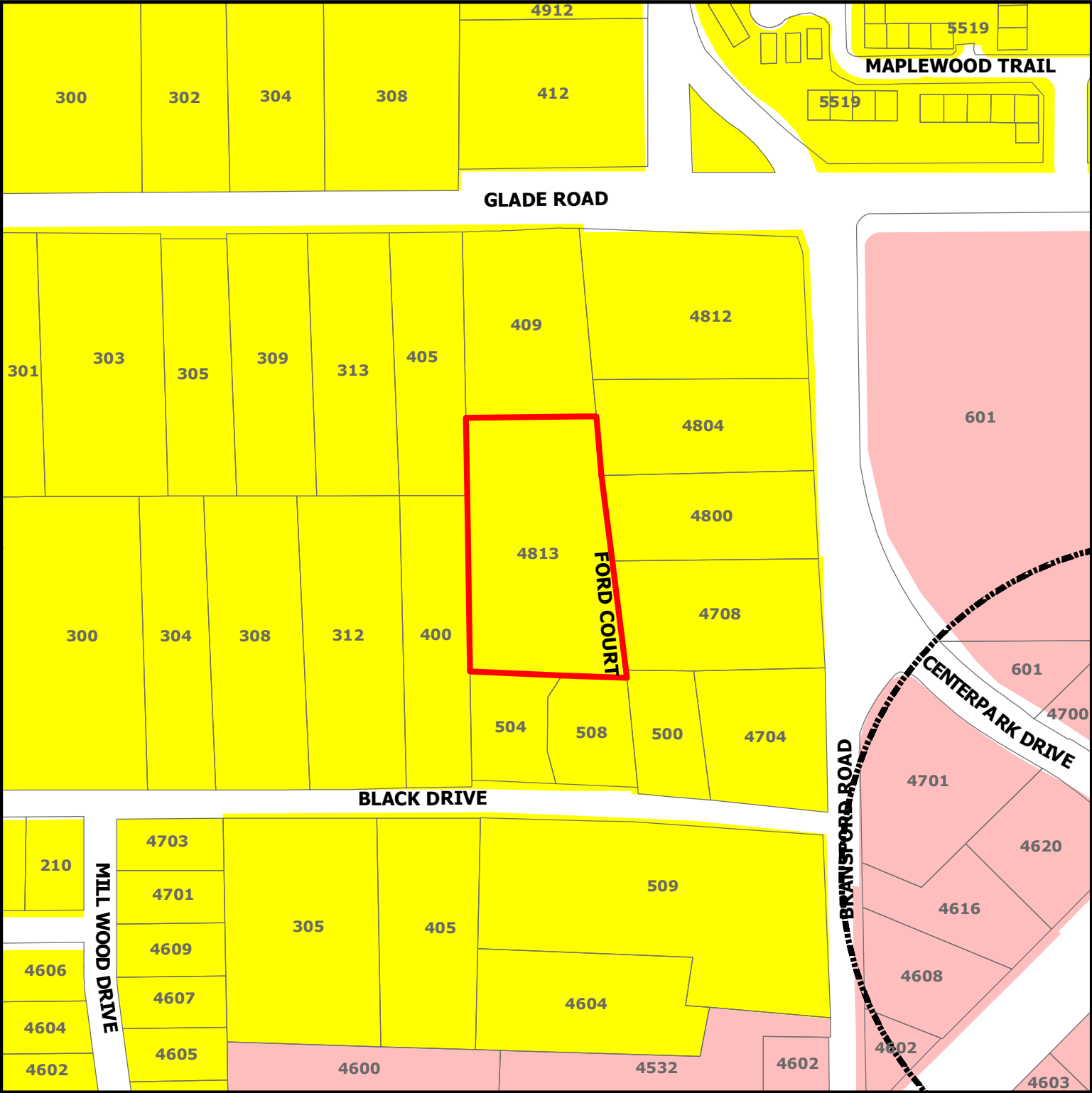


Subject Property

Sales Tax Preferred Intersection

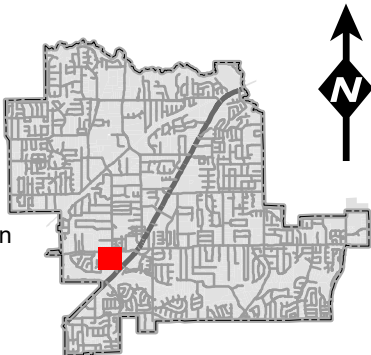


Future Land Use Map



PC21-015
4813 Ford Court

-  Subject Property
-  Sales Tax Preferred Intersection
-  Residential
-  Colleyville Blvd Corridor



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13 September 2021

Statement of Planning Objective

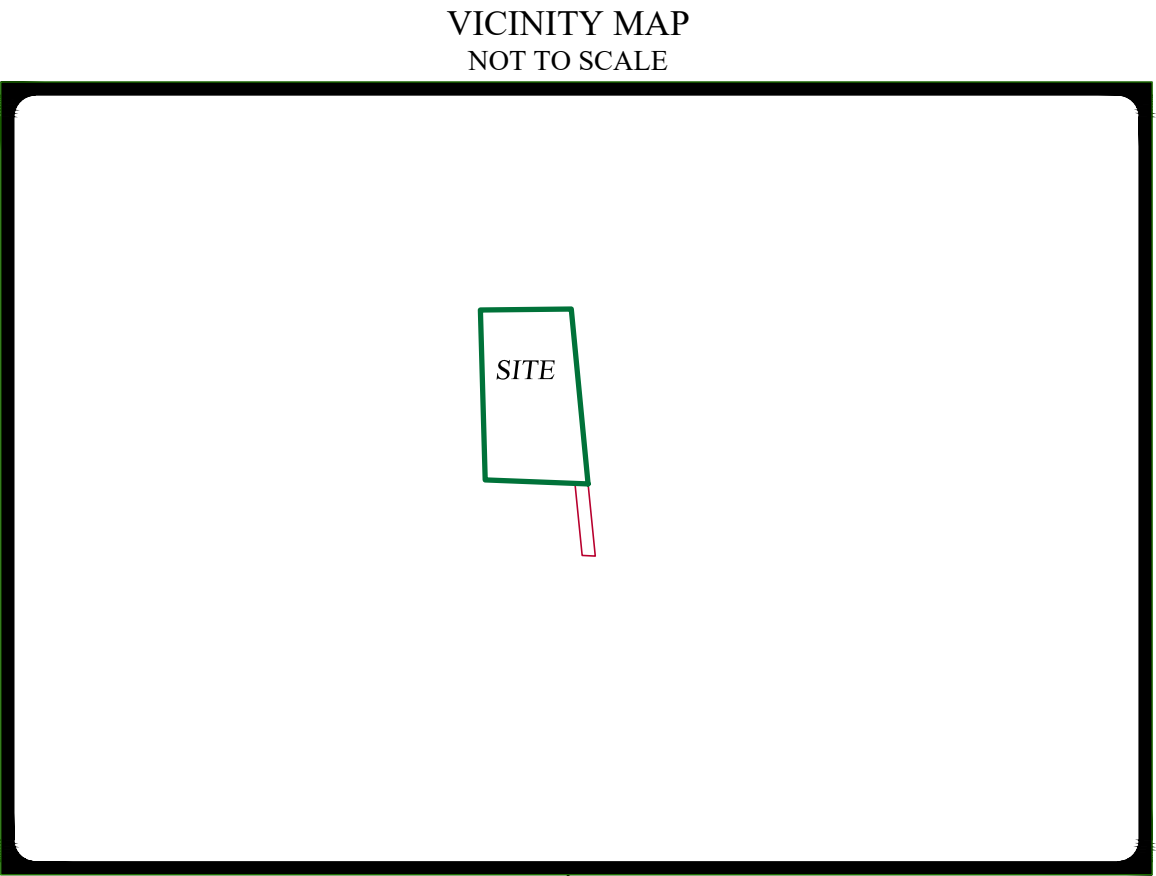
The current residence at 4813 Ford Court was built in 1977 and has an area of 2.07 acres. Currently, the property has zero frontage but does utilize an access easement with 508 Black Drive.

The applicant's intent for the property is to demolish the existing home and detached garage and upgrade the land. The applicant plans on partnering with the owner of 508 Black Drive to upgrade the access easement road and add landscaping. The new single-family building will be a 4-bedroom, 4,406 SF home. The home will be placed at the rear of the lot which will allow room for a retention pond on site. The pond will be used for stormwater quality and quantity purposes. The pond will help mitigate existing lot to lot drainage issues and help reduce the flow of water at the discharge point. The applicant does have a signed drainage agreement letter with the owners of 4708 Bransford Rd. The land will include landscaping and a pedestrian path for the family around the property.

Sincerely,

Carlos Casas

Carlos Casas, PE
Senior Project Manager
Strand Systems Engineering



SURVEYOR'S NOTES:

- Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone 4202 North American Datum of 1983 (NAD 83) (U.S. Foot) with no combined scale factor.
- This property lies within Zone "X" of the Flood Insurance Rate Map for Tarrant County, Texas and Incorporated Areas, map no. 48439C0095K, dated September 25, 2009, via scaled map location and graphic plotting.
- Notice: Selling a portion of this addition by metes and bounds is a violation of City subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.
- Street Frontage Waiver for 4813 Ford Court made part of this submittal.
- Purpose of this plat is to meet the city requirements for permitting.

STATE OF TEXAS §
COUNTY OF TARRANT §

This is to certify that I, TRAVIS E. CLEMENT, a Registered Professional Land Surveyor of the State of Texas, have platted the subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT DATED 9/24/2021

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared TRAVIS E. CLEMENT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20 ____.

Notary Public in and for the State of Texas

DEDICATION CERTIFICATE:

WHEREAS, R. Derek Tuttle and, Cecilia Kathleen Tuttle, are the owners of a tract of land situated in the Thomas J. Poulson Survey, Abstract No. 1248, Tarrant County, Texas, being known as Tract 1, and being out of a 43,560 square foot or 2.07 acre tract conveyed to them by Instrument No. D221123139 Deed Records, Tarrant County, Texas (D.R.T.C.T.), and being more particularly described by metes and bounds as follows:

Tract 1:

BEGINNING at a 1/2 inch iron rod stamped "MOAK" found for the Northwest corner of Lot 1 Block 1, Cimonetti Addition, Instrument No. D215175096, Public Records, Tarrant County, Texas, (P.R.T.C.T.);

THENCE North 01°34'49" West, a distance of 395.24 feet to a 1/2" iron rod found for the Southwest corner of Norris and Ann Ward Family Trust, Instrument No. D217045059, (D.R.T.C.T.);

THENCE North 89°26'37" East, a distance of 211.27 feet to an iron rod stamped "STRAND" set for the Southeast corner of said Ward Family Trust;

THENCE South 05°28'14" East, a distance of 408.39 feet to a 5/8 inch iron rod found at the Northeast corner of Lot 2, Block 1, Cimonetti Addition, D21517096 (P.R.T.C.T.) and the Northeast corner of a 30 foot access easement to Lot 1, Block 1, Tuttle Addition

THENCE North 87°46'21" West, a distance of 239.47 feet to the POINT OF BEGINNING.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That we, R. Derek Tuttle and Cecilia Kathleen Tuttle, owners, do hereby adopt this plat designating the hereinbefore described property as Tuttle Addition and addition to the City of Colleyville, Tarrant County, Texas, and do hereby dedicate fee simple to the public use forever all streets, rights-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same, any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with construction, maintenance or efficiency of its respective systems on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any thoe of procuring the permission of anyone. this plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Colleyville, Texas.

Witness our hand this ____ day of _____, 20 ____.

R. Derek Tuttle

Cecilia Kathleen Tuttle

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared R. Derek Tuttle, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20 ____.

Notary Public in and for the State of Texas

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Cecilia Kathleen Tuttle, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20 ____.

Notary Public in and for the State of Texas

PLANNING AND ZONING COMMISSION APPROVAL:

WHEREAS The Planning and Zoning Commission of the City of Colleyville,

Texas voted affirmatively on this ____ day of

_____, 2021, to approve this Plat.

Chairman, Planning and Zoning Commission DATE

Attest: Secretary, Planning and Zoning Commission DATE

CITY COUNCIL APPROVAL:

WHEREAS The City Council of the City of Colleyville, Texas voted

affirmatively on this ____ day of _____, 2021, to approve this Plat.

Mayor, City of Colleyville DATE

Attest: City Secretary DATE

ENGINEER

STRAND AE
10003 Technology Blvd. West
Dallas, Tx. 75220
(972) 620-8204

OWNER

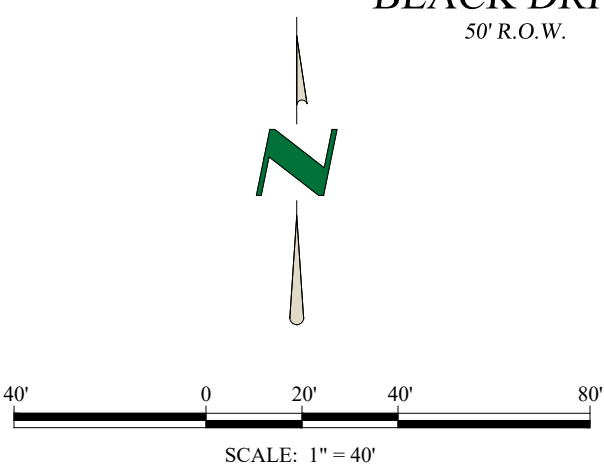
R. DEREK TUTTLE
10501 Sparkman Road
Dallas, Texas, 75220

MINOR PLAT
LOT 1, BLOCK 1
TUTTLE ADDITION

90,169.2 Sq.Ft. OR 2.07 ACRES OUT OF
THE THOMAS J. POULSON SURVEY,
ABSTRACT NUMBER 1248

DRAWN BY: LXN. DATE: 09/10/2021 CHECKED BY: M.J.K. JOB NO.: 2125447

LEGEND	
ROW -	RIGHT-OF-WAY
CM -	CONTROLLING MONUMENT
IRF -	IRON ROD FOUND
IPF -	IRON PIPE FOUND
IRS -	IRON ROD SET
D.R.T.C.T. -	DEED RECORDS TARRANT COUNTY TEXAS
P.R.T.C.T. -	PUBLIC RECORDS TARRANT COUNTY TEXAS
O.P.R.T.C.T. -	OFFICIAL PUBLIC RECORDS TARRANT COUNTY TEXAS
BOUNDARY	BOUNDARY
ADJOINER	ADJOINER
EASEMENT	EASEMENT
BUILDING SETBACK	BUILDING SETBACK



PAUL DOUGLAS
ARRINGTON &
CANDY LYNN
ARRINGTON,
HUSBAND AND WIFE
INST. NO. D218096325
D.R.T.C.T.

HERMAN L. SMITH
ESTATE
VOL. 6960, PG. 2241
D.R.T.C.T.

NORRIS AND ANN WARD
FAMILY TRUST
INST. NO. D217045059
D.R.T.C.T.

LOT 1, BLOCK 1
GODWIN ADDITION
CAB. A, SL. 6057
P.R.T.C.T.

LOT 1, BLOCK 1
DIAZ ADDITION
CAB. A, SL. 11746
P.R.T.C.T.

LOT 1, BLOCK 1
TUTTLE ADDITION
207 ACRES, 90,169.2
SQUARE FEET

R. DEREK TUTTLE AND
CECILIA KATHLEEN
TUTTLE
INST. NO. D221123139
O.P.R.T.C.T.

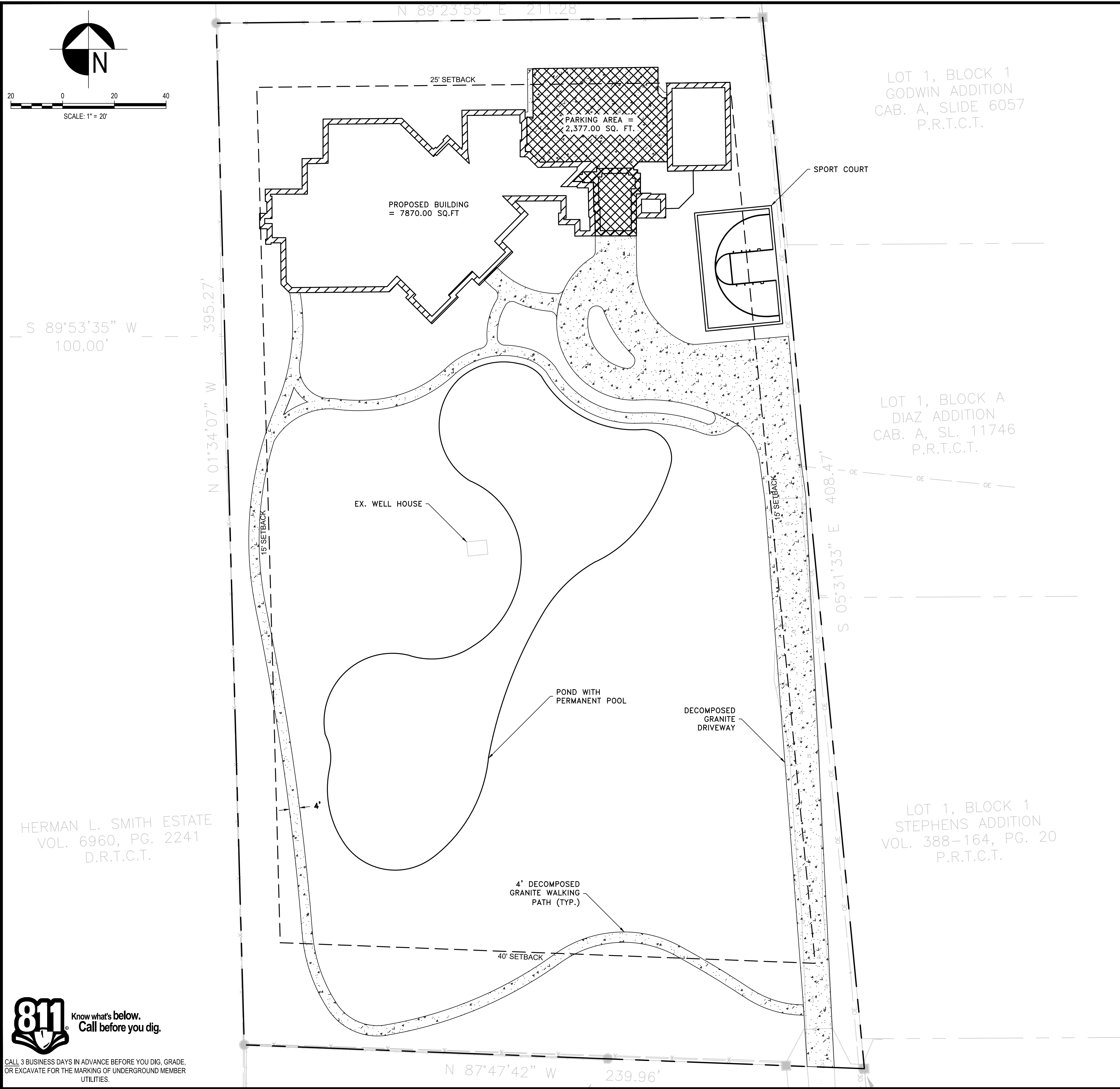
LOT 1, BLOCK 1
STEPHENS ADDITION
VOL. 388-164, PG. 20
P.R.T.C.T.

LOT 1, BLOCK 1
NICOL ADDITION
VOL. 388-135, PG. 19
P.R.T.C.T.

LOT 1, BLOCK 1
CIMONETTI ADDITION
INST. NO. D215175096
P.R.T.C.T.

LOT 2, BLOCK 1
CIMONETTI ADDITION
INST. NO. D215175096
P.R.T.C.T.

30' ACCESS EASEMENT PER
VOL. 6072, PG. 94 D.R.T.C.T.
(KNOWN AS FORD COURT)



GENERAL NOTES:

- SEE SHEET C2.00 FOR EXISTING CONDITIONS AND UTILITIES NOTES
- SEE LANDSCAPE PLAN ON SHEET C8.00

CONSTRUCTION NOTES:

- CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, LOCAL, AND OTHER APPLICABLE AGENCY REGULATIONS.
- CONTRACTOR SHALL HOLD ALL PERMITS IN HAND PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR MUST ACQUIRE COPIES OF ALL REQUIRED PERMITS, STAMPED APPROVED AGENCY PLANS, OS-SWPPP, AND OTHER REQUIRED DOCUMENTS TO KEEP ONSITE THROUGHOUT CONSTRUCTION FOR AGENCY INSPECTORS, THE OWNER, AND OTHER AUTHORIZED OFFICIALS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION MEANS AND METHODS, COMPLIANCE WITH OSHA REQUIREMENTS, SCOPE OF WORK, AND COMPLIANCE WITH ALL NECESSARY PERMITS.
- THE CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLANS AN SPECIFICATION INCLUDING SUCH INCIDENTALS AS MAY BE NECESSARY TO MEET APPLICABLE AGENCY REQUIREMENTS AND PROVIDE A COMPLETED PROJECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LINES, GRADES, AND CONSTRUCTION STAKING FOR THE PROJECT.
- THE CONTRACTOR SHALL ADVISE THE ENGINEER IF EXISTING GRADES THAT ARE TO REMAIN ARE IN CONFLICT WITH PROPOSED WORK, CAUSING LIMITATIONS IN DRAINAGE PERFORMANCE OR SIGNIFICANT CHANGES IN CONSTRUCTION LIMITS DEFINED WITH CUT OR FILL LIMITS AND SPECIFICALLY THAT WORK WHICH MAY RESULT IN ANY CONSTRUCTION TAKING PLACE OUTSIDE OF PROPOSED CONSTRUCTION LIMITS.
- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN THEIR OWN TEMPORARY RESTROOM FACILITIES ONSITE FOR WORK CREW USE.
- THE CONTRACTOR SHALL COMPLY WITH THE GUIDELINES OF THE TCEQ BMP MANUAL DURING THE ENTIRE CONSTRUCTION PERIOD. SEDIMENT AND EROSION CONTROL PRACTICES SHALL INCLUDE, BUT NOT BE LIMITED TO , SILT FENCES, BERMS, INLET PROTECTION, ETC. AS NEEDED OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE.

LEGEND:

PROPERTY LINE	---
BUILDING SETBACK	---
SANITARY SEWER	---
WATER	---
OVERHEAD ELECTRIC	---
GUY WIRE	---
WATER VALVE	---
SANITARY SEWER MANHOLE	---
SANITARY SEWER CLEANOUT	---
UTILITY POLE	---
TREE	---
GRAND TREE	---

The Professional Engineers and/or draftspersons who have prepared this plan and layout plan are not responsible for any errors or omissions in this plan and layout plan, and the user of this plan and layout plan shall be responsible for any errors or omissions in this plan and layout plan.

CLIENT
POST TENSION
SERVICES OF TEXAS
OWNER: DEREK TUTTLE
10501 SPARKMAN ROAD
DALLAS, TX 75220

SITE AND LAYOUT PLAN
4813 FORD CT. - CIVIL ENGINEERING SERVICES
4813 FORD CT.
COLLEYVILLE, TX 76034

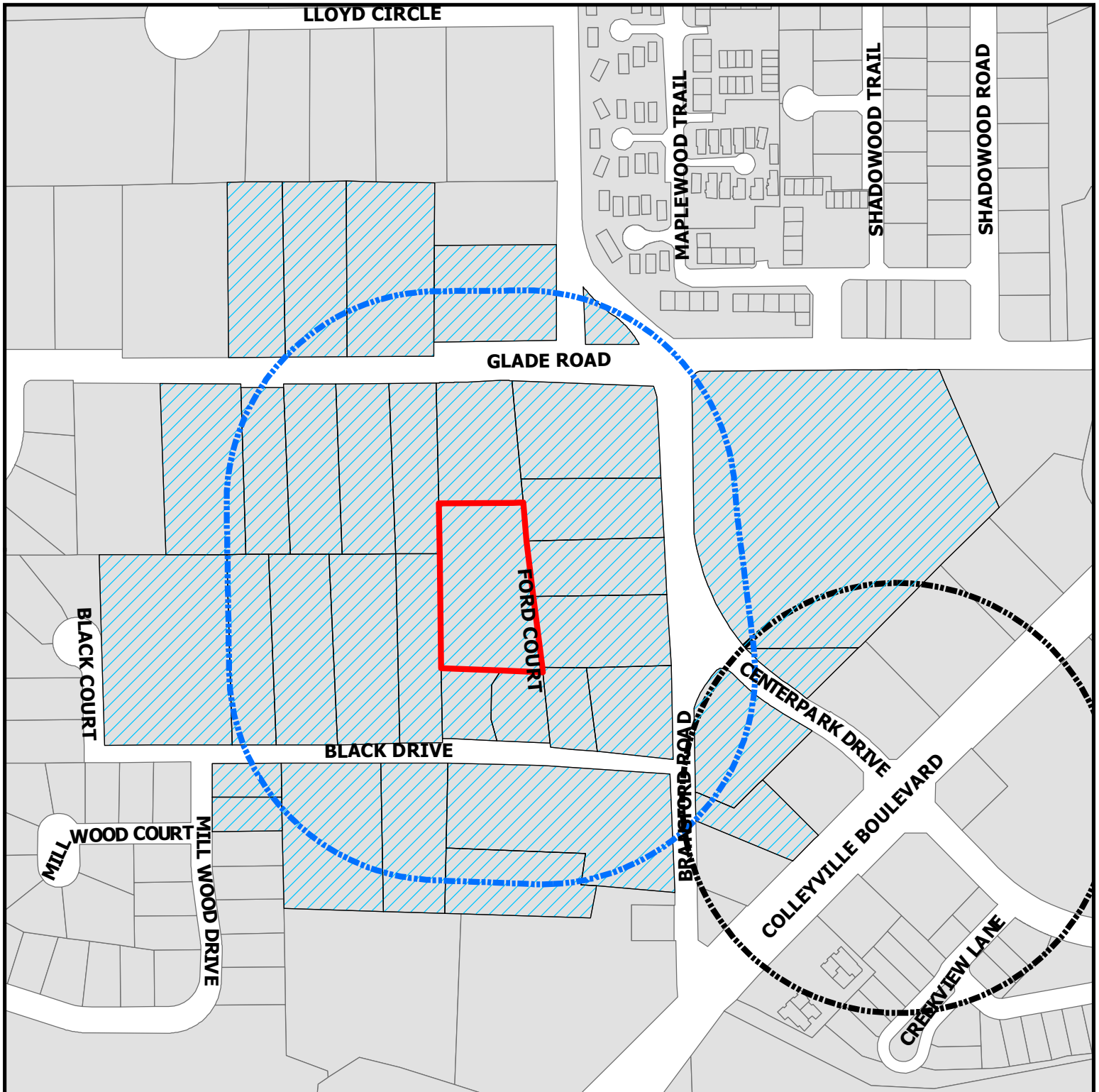
DATE: 8/23/2021
DR'N: KMS
CHK'D: CC

STRAND 2125447

STRAND

10003 TECHNOLOGY BLVD. WEST
DALLAS, TX 75220
972-620-8204
REGISTRATION NO. F-1629

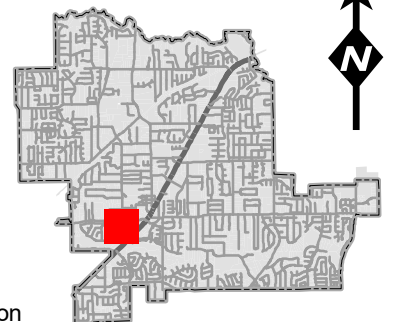
Notification Map



DISCLAIMER:
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.

PC21-015
4813 Ford Court

-  Subject Property
-  500ft Buffer
-  Properties within 500ft
-  Sales Tax Preferred Intersection





NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

The City of Colleyville has scheduled public hearings concerning the below referenced request on the following dates and location:

Planning and Zoning Commission Meeting: Monday, October 11, 2021 at 7:00 p.m.

City Council Meetings: Tuesday, November 2, 2021 at 7:30 p.m.

3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Minor Plat with a plat waiver for street frontage for Tract 2LL, Abstract 1248, Thomas J Polson Survey. The purpose of the request is to allow for the construction of a new home, upgrade the access easement, and add landscaping.

Zoning Case: PC21-015

Applicant: Derek Tuttle

Owner: Derek Tuttle

Location: 4813 Ford Court

Property Description: Tract 2LL, Abstract 1248, Thomas J Polson Survey

Present Zoning: R-40 Single Family Residential

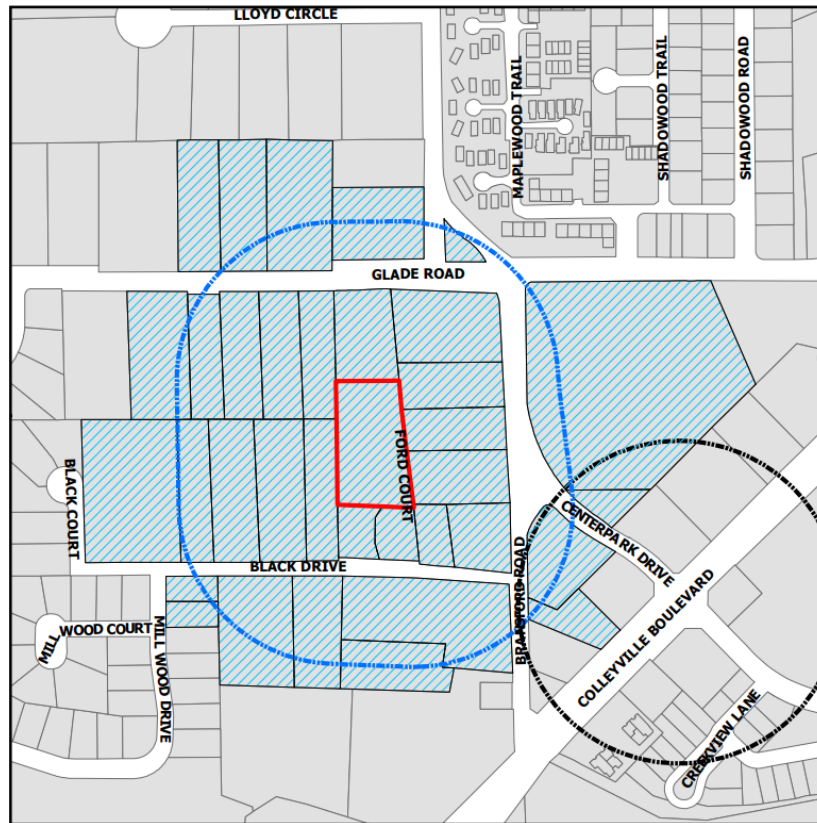
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request. Denial of the proposal by the Commission is final, unless the applicant submits a written notice of appeal within 10 days from the date of action by the Commission. If appealed, the request will be placed on the next available City Council agenda as listed above. Rezoning requests, zoning amendments and conditions recommended by the Commission for approval by the City Council may be more restrictive than those described in this notice.

All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address below:

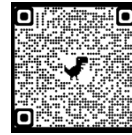
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

NOTICE OF PUBLIC HEARING

If the property owners of 20% or more of the land within the 200 foot notification area file a written protest prior to the public hearing, State law provides that the approval of the zoning change request shall require the approval of a super majority vote by City Council.



The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 76034. A brief project description can be found online on the Agenda Packet and Active Development Case map (please use your phone's camera to scan QR code below):



For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

Owner Name	Owner Address	Owner City
LEPARD-CAMPBELL, AMY	4800 BRANSFORD RD	COLLEYVILLE, TX
BARKER, TILLMON EARL	304 GLADE RD	COLLEYVILLE, TX
SMITH, BRANDY M	405 BLACK DR	COLLEYVILLE, TX
TRAN, TAI	4804 BRANSFORD RD	COLLEYVILLE, TX
KEELING, ALFRED	412 GLADE RD	COLLEYVILLE, TX
EDWARDS, CHARLES RAY	304 BLACK DR	COLLEYVILLE, TX
VAIL, BENJAMIN	4703 MILL WOOD DR	COLLEYVILLE, TX
LORD, LEYLA	312 BLACK DR	COLLEYVILLE, TX
EDWARDS, HELEN L	313 GLADE RD	COLLEYVILLE, TX
WHITTLE, STEVE D	309 GLADE RD	COLLEYVILLE, TX
ARRINGTON, PAUL	405 GLADE RD	COLLEYVILLE, TX
SMITH, HERMAN L EST	129 LITTLE RIVER RD	MABANK, TX
TUTTLE, R	4813 FORD CT	COLLEYVILLE, TX
MCNUTT, VALERIE	305 GLADE RD	COLLEYVILLE, TX
FODDRILL, KYLE	500 BLACK DR	COLLEYVILLE, TX
CHANDLER, BRIAN	6205 EMMAS CT	COLLEYVILLE, TX
BRANSFORD PROPERTY LLC	1900 BRUMLOW AVE	SOUTHLAKE, TX
PENNINGTON, LELAND	300 BLACK DR	COLLEYVILLE, TX
CAMPBELL, AMY	305 BLACK DR	COLLEYVILLE, TX
LAWLER LIVING TRUST	509 BLACK DR	COLLEYVILLE, TX
MOUSSA, MICHAEL R	142 ARBOR GLEN DR	EULESS, TX
CORSE, BRANDON	106 MILL CROSSING E	COLLEYVILLE, TX
LUNDSBERG, CHRISTIAN	308 BLACK DR	COLLEYVILLE, TX
GRAPEVINE COLLEYVILLE, ISD	3051 IRA WOODS AVE E	GRAPEVINE, TX
RARE VENTURES 2 LLC	500 E MAIN ST	CROWLEY, TX
OLIVER, SUSAN M	4812 BRANSFORD RD	COLLEYVILLE, TX
GRAPEVINE COLLEYVILLE, ISD	3051 IRA WOODS AVE E	GRAPEVINE, TX
MORRISON, VICTOR	4701 MILL WOOD DR	COLLEYVILLE, TX
NORRIS & ANN WARD FAMILY TRUST	409 GLADE RD	COLLEYVILLE, TX
KRIVSKY-BARTUSIAK INC	3220 CLEAR FORK DR	HURST, TX
STEPHENS, TERRY L	4708 BRANSFORD RD	COLLEYVILLE, TX
AHLERS, DOUGLAS	302 GLADE RD	COLLEYVILLE, TX
PETTIBON, MICHAEL D	504 BLACK DR	COLLEYVILLE, TX
WILLS, RONALD	500 BLACK DR	COLLEYVILLE, TX
SHADOWOOD TRAIL CONDOMINIUMS	4113 GATEWAY DRIVE #100	COLLEYVILLE, TX
CAMBRIDGE PLACE - COLLEYVILLE	821 CREEKVIEW LANE	COLLEYVILLE, TX
MILL CREEK ADDN-COLLEYVILLE		COLLEYVILLE, TX
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX

RESOLUTION R-21-4666

A RESOLUTION APPROVING A REPLAT FOR LOT 1, BLOCK 1, TUTTLE ADDITION

WHEREAS, the Planning and Zoning Commission recommended approval of the Minor Plat with Plat Waiver for Street Frontage for Lot 1, Block A, Tuttle Addition, on October 11, 2021.

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

Sec. 1. THAT the Minor Plat with Plat Waiver for Street Frontage, for Lot 1, Block 1, Tuttle Addition on approximately 2.07 acres, attached as Exhibit "A" - Plat Exhibit, is hereby approved.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 1ST DAY OF NOVEMBER 2021.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 5, Chuck Kelley	_____
Place 3, Kathy Wheat	_____	Place 6, Callie Rigney	_____
Place 4, George Dodson	_____		

ATTEST:

CITY OF COLLEYVILLE

Angela Larson
Assistant City Secretary

Richard Newton
Mayor

[illegible]



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number 7b

Agenda Date 11/1/2021

Number Resolution R-21-4667

Type Resolution

Department City Attorney

Title

A resolution approving the City's participation in the state of Texas' Opioid Litigation Settlement and adopting the Texas Term Sheet

Strategic Plan

1.1 Actively involve and engage stakeholders

Explanation

Reading and Public Hearing

This resolution would confirm the City's participation in the state of Texas' Opioid Litigation Settlement. If the City elects to participate in the settlement, it would be allocated approximately \$46,049.00, which may be used in the City's discretion to mitigate the effects of opioids in the local community in conformance with the Texas Term Sheet attached as Exhibit "A" to the resolution. A summary of the litigation is provided below and additional information is attached to this briefing.

After years of negotiations, two proposed nationwide settlement agreements ("Settlements") have been reached which would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health, and AmerisourceBergen ("Distributors"), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, "Janssen").

The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlements require the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than nine years, for a total of \$26 billion (the "Settlement Amount"). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states' and subdivisions' lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Each subdivision in the state of Texas must decide whether to participate in the Settlement.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Summary of Proposed Opioid Settlements
2. Resolution R-21-4667



SUMMARY OF PROPOSED OPIOID SETTLEMENTS

BACKGROUND

Texas, along with a broad coalition of states and subdivisions, has reached final agreements with four companies to resolve legal claims against for their role in the opioid crisis. One agreement is with opioid manufacturer Johnson & Johnson. The other is three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson.

FINANCIAL TERMS

The two agreements provide for \$26 billion in payments over 18 years, with \$23.9 billion available for opioid abatement and significant amounts front loaded. Funding will be distributed to states according to the allocation agreement reached among the Attorneys General. Subdivisions can only participate in the agreement if their state participates. Texas' combined share is almost \$1.5 billion: \$1.17 billion from the distributors and \$268 million from J&J. Distribution within Texas is handled through an intrastate agreement between the state and litigating subdivisions. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments.

Once the state agrees to participate, then the more subdivisions that join, the more money everyone in Texas will receive. Future opioid litigation may result in suspension and reduction of

payments. Even without full resolution of claims, states and subdivisions can still receive substantial payments by resolving a significant portion of current and future claims.

INJUNCTIVE TERMS

Both agreements both contain industry-changing injunctive terms. The distributors will be subject to more oversight and accountability, including an independent monitor, to prevent deliveries of opioids to pharmacies where diversion and misuse occur. They will be required to establish and fund an independent clearinghouse to track opioid distribution nationwide and flag suspicious orders. J&J will be prohibited from selling or promoting opioids.

HOW TO JOIN

To adopt the settlement and allocation schedule, you need to:

1. sign the Subdivision Settlement Participation Form;
2. adopt the Texas Term Sheet and its intrastate allocation schedule;
3. return both to opioids@oag.texas.gov.

The deadline for states to sign on is August 21, 2021. Subdivisions in participating states then have through January 2, 2022, to join.

FOR MORE INFORMATION, PLEASE VISIT:
www.texasattorneygeneral.gov/globalopioidsettlement

NPD

321



122810016291

Postal Service: Please do not mark barcode

NPD AW-291-425

Christine Loven, TRMC City Secretary

100 Main St

Colleyville, TX 76034-2916



TO LOCAL POLITICAL SUBDIVISIONS: IMPORTANT INFORMATION ABOUT THE NATIONAL OPIOID SETTLEMENT. SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE. THE DEADLINE FOR PARTICIPATION TO MAXIMIZE SETTLEMENT BENEFITS IS JANUARY 2, 2022.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them. If your subdivision has already signed on to the settlements and adopted the Texas Term Sheet, you may disregard this notice.

SETTLEMENT OVERVIEW

After years of negotiations, two proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, “Janssen”).

The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlements require the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the “Settlement Amount”). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states’ and subdivisions’ lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Each of the proposed Settlements has two key participation steps. First, each state decides whether to participate in the Settlements. Texas has joined both Settlements. Second, the subdivisions within each participating state must then decide whether to participate in the Settlements. Generally, the more subdivisions that participate, the greater the amount of funds that flow to that state and its participating subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds.

This letter is part of the formal notice required by the Settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this letter because Texas has elected to participate in both of the two national Settlements against (1) the Distributors, and (2) Janssen, and your subdivision may participate in the Settlements to which your state has agreed. This notice is being sent directly to subdivisions and also to attorneys for subdivisions that we understand are litigating against these companies. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

Your subdivision may have already signed on to the Settlements and adopted the Texas Term Sheet. If so, you may disregard this notice.

WHERE CAN YOU FIND MORE INFORMATION?

This letter is intended to provide a brief overview of the Settlements. Detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state. This website will be supplemented as additional documents are created. The Office of the Attorney General of Texas has also set up a state-specific website, which may be found at: <https://www.texasattorneygeneral.gov/globalopioidsettlement>.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

You must go to the Texas Attorney General's website to participate in the Settlements (if your subdivision is eligible). All required documentation must be executed and submitted to the email address: opioids@oag.texas.gov. As part of the sign on process, your subdivision will need to submit the Subdivision Settlement Participation Forms (one for JNJ and one for the Distributors) and your resolution adopting the Texas Term Sheet. Please also be sure to include in the Subdivision Settlement Participation Forms the identity and email address of the individual who will be authorized to sign formal and binding documents on behalf of your subdivision.

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN EACH STATE?

The settlement funds are first divided among the participating states according to a formula developed by the Attorneys General that considers population and the severity of harm caused by the opioid epidemic in each participating state. Each state's share of the abatement funds is then further allocated within each state according to agreement between the state and its subdivisions, applicable state allocation legislation, or, in the absence of these, the default provisions in the agreements.

Many states have or are in the process of reaching an agreement on how to allocate abatement funds within the states. Allocation agreements/legislation and other information about the Texas allocation agreement or legislation can be found on the Texas Attorney General's website and the national settlement website. The allocation section of the national settlement website will be supplemented as more intra-state allocation arrangements are finalized.

In reviewing allocation information, please note that while all subdivisions may participate in the Settlements, not all subdivisions are eligible to receive direct payments. To promote efficiency in the use of abatement funds and avoid administratively burdensome disbursements that would be too small to add a meaningful abatement response, certain smaller subdivisions do not automatically receive a direct allocation. However, participation by such subdivisions will help maximize the amount of abatement funds being paid in the Settlements, including those going to counties, cities, parishes, and other larger subdivisions in their communities.

To determine your eligibility to receive, directly or indirectly, any of the funds allocated to Texas should you elect to participate in the Settlements, you should first visit <https://www.texasattorneygeneral.gov/globalopioidsettlement> and review Exhibit B of the Texas Term Sheet to determine if your subdivision is listed. Any questions concerning the status or terms of the Texas Term Sheet and allocations in Texas can be directed to the Texas Attorney General's Office.

You may be contacted by the Texas Attorney General's Office with additional information regarding the allocation of settlement funds in Texas. Subdivisions with representation can expect information from their attorneys as well. We encourage you to review all materials and to follow up with any questions. The terms of these Settlements are complex, and we want to be sure you have all the information you need to make your participation decision.

WHY YOU SHOULD PARTICIPATE

A vast majority of states have joined the Settlements, and attorneys for many subdivisions have already announced support for them. For example, the Plaintiffs' Executive Committee, charged with leading the litigation on behalf of more than 3,000 cities, counties and others against the opioid industry, and consolidated in the national multi-district litigation ("MDL") pending before Judge Dan Aaron Polster in the Northern District of Ohio, recommends participation in these Settlements.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will allow state and local governments to commence with meaningful change designed to curb opioid addiction, overdose and death;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities *as soon as possible*;

Third, if there is not sufficient subdivision participation in these proposed Settlements, the Settlements will not be finalized, the important business practice changes will not be implemented, the billions of dollars in abatement funds will not flow to communities, and more than 3,000 cases may be sent back to their home courts for trial, which will take many years;

Fourth, the extent of participation also will determine how much money each state and its local subdivisions will receive because approximately half of the abatement funds are in the form of "incentive payments," *i.e.*, the higher the participation of subdivisions in a state, the greater the amount of settlement funds that flow into that state;

Fifth, you know first-hand the effects of the opioid epidemic on your community. Funds from these Settlements will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry;

Sixth, because pills do not respect boundaries, the opioid epidemic is a national crisis that needs a national solution.

NEXT STEPS

These Settlements require that you take affirmative steps to “opt in” to the Settlements. If you do not act, you will not receive any settlement funds and you will not contribute to reaching the participation thresholds that will deliver the maximum amount of abatement funds to your state.

First, have your authorizing person(s) or body begin to review the materials on the websites concerning the settlement agreement terms and the Texas Term Sheet. Develop a list of questions for your counsel or the Texas Attorney General’s Office. In the very near future, your subdivision will need to begin the process of deciding whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process well before the January 2, 2022, deadline to be an initial participating subdivision. Again, the Texas Attorney General’s Office, your counsel, and other contacts within the state are available to discuss the specifics of the Settlements within your state, and we encourage you to discuss the terms and benefits of the Settlements with them.

Second, should you decide to proceed with participating, your subdivision will need to adopt the Texas Term Sheet and its intrastate allocation schedule. A model resolution is available on the Texas Attorney General’s Office website.

Third, submit to opioids@oag.texas.gov: your signed Subdivision Settlement Participation Forms (one for JNJ and one for the Distributors) and your resolution adopting the Texas Term Sheet. Continue monitoring your email for further communications.

We urge you to view the national settlement website and the Texas Attorney General’s website at your earliest convenience. Information and documents regarding the national Settlements and your state allocation can be found on the settlement website at: <https://nationalopioidsettlement.com/> and <https://www.texasattorneygeneral.gov/globalopioidsettlement>.

Questions regarding the opioid Settlements can be directed to opioids@oag.texas.gov.

RESOLUTION R-21-4667

A RESOLUTION APPROVING THE CITY'S PARTICIPATION IN THE STATE OF TEXAS' OPIOID LITIGATION SETTLEMENT; ADOPTING THE TEXAS TERM SHEET REGARDING THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Colleyville obtained information indicating certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Exhibit "A"; and

WHEREAS, Special Counsel and the State of Texas have recommended that the Colleyville City Council support the adoption and approval the Texas Term Sheet in its entirety.

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

- Sec. 1. THAT the City Council supports the adoption and approval the Texas Term Sheet attached hereto as Exhibit "A", in its entirety.
- Sec. 2. THAT the City Council finds there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms that have adversely affected our community;
- Sec. 3. THAT the City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in Exhibit "A". The City Council understands the

purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. We also understand an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this City and throughout Texas.

Sec. 4. THAT this Resolution shall be effective immediately upon passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, ON THIS THE 1ST DAY OF NOVEMBER 2021.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Angela Larson
Assistant City Secretary

Richard Newton
Mayor

EXHIBIT A - TEXAS TERM SHEET

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

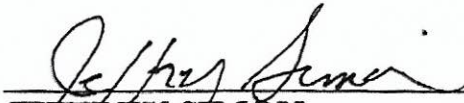


KENNETH PAXTON, JR.
ATTORNEY GENERAL

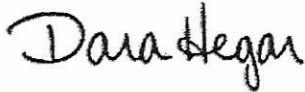
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



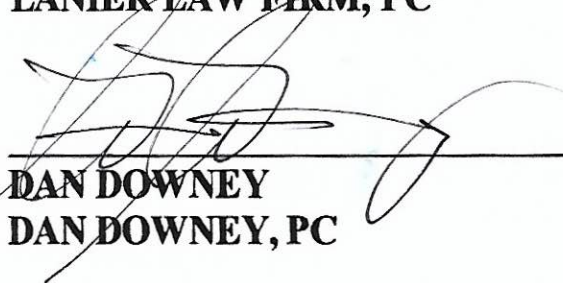
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. *Statewide Members.*

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. *Regional Members.*

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. *Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. *Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. *Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Loraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broaddus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Windcrest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnnsboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total (\$700 million)

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million		
Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number

Agenda Date 11/1/2021

Type Approval of Minutes

Department Library

Title

Colleyville Library Board Minutes - August 9, 2021

Attachments

1. Library Board Minutes - August 9, 2021 - Approved



City of Colleyville

Colleyville Library Board MINUTES

City Hall
100 Main Street
Colleyville, Texas 76034
817. 503.1000
www.colleyville.com

Monday, August 9, 2021
6:00 p.m.

Colleyville Public Library
110 Main Street

1. CALL TO ORDER

Chair Gary McPherson called the meeting of the Colleyville Library Board to order at 6:04 p.m.

Present Board members: Chair Gary McPherson, Molly Skinner, Pat Jones, Joan Roberts, Tina Bond, Kay Newton, Joy Fulton Lee, Wanda Cotter; Ex-Officio: Denise Light; City Staff: Library Director Mary Rodne, Library Events Coordinator Alyssa Ross

2. APPROVAL OF MINUTES

June 14, 2021

A motion was made by Pat Jones and seconded by Kay Newton to approve the June 14, 2021 minutes. The motion was approved unanimously.

3. REGULAR AGENDA ITEMS

3a Colleyville Library Board Place 5 Vacancy Update

Director Rodne reported that the City Secretary's office had provided guidelines for filling the Library Board Place 5 vacancy, which included following the Library Board Bylaws and move Alternate 1 into the vacant seat. As such, Tina Bond was moved into Place 5, Wanda Cotter was moved into Alternate 1, and Alternate 2 will remain vacant until filled by City Council. It was noted that Cecilia Sublette, who vacated Place 5, was also serving as Vice-Chair of the Board, and that a replacement would need to be appointed at the next meeting.

Additionally, Director Rodne included an updated list of Library Board members with contact information, and requested members to review to ensure the information was correct.

3b Colleyville Library Funding Summary

Director Rodne noted that at a previous Library Board Meeting the Board requested a summary of funding sources for the Library. Rodne reported that Kyle Lester, City of Colleyville Finance Director, had provided a Colleyville Library Funding Summary for FY21 for review and discussion, which was included in the packet. Director Mary Rodne provided an overview of the report. Following review and discussion of the report, the Board expressed appreciation for the complete and thorough explanation provided by Kyle Lester.

3c City of Colleyville Fiscal Year 2022 (FY22) budget update

Director Rodne presented an update on the proposed Colleyville Public Library FY 2022 (FY22) budget, and noted that according to the proposed City's FY22 budget discussed at City Council Worksession on August 3, 2021, the Library's budget was included according to what was submitted by the Library in April and similar to the current year. Rodne added that the City Council would be adopting the FY22 budget at September 17, 2021, City Council meeting.

3d Approval to use the Voluntary Library Fund in Fiscal Year 2022, for purchase of library materials, materials processing supplies, and library programs, in an amount not to exceed \$170,000

Director Rodne provided an overview of the Voluntary Library Fund report, which gave projections through June 30, 2021. Rodne stated that the anticipated available funds were about \$520,867 and requested \$170,000.00 be used for the purchase of library materials, materials processing supplies, and programs. The Board discussed the proposed expenditures of \$170,000.00 for the purchase of collection materials, materials processing supplies, and library programs. A motion was made by Molly Skinner and seconded by Joan Roberts to make a recommendation to City Council to proceed with the expenditure of these funds for the purchase of library materials, materials processing supplies, and library programs, in an amount not to exceed \$170,000.00 for the FY22 budget year. The motion was approved unanimously.

3e Colleyville Public Library Long-Range Plan Update

Director Rodne reported that the Library Board's recommendation for Approval to use the Voluntary Library Fund in Fiscal Year 2021, for professional services to update the Library's Long-Range Plan, in an amount not to exceed \$17,000, would be presented to the City Council for approval at the August 17, 2021, City Council

Meeting. Rodne added that Aaron Babcock, Hidell and Associated Architects, was presenting an overview of the Colleyville Public Library Long-Range Plan update at a City Council in September, and that the Board would be notified when the plan update was scheduled at a Council Worksession. Additionally, it was noted that once approved by City Council, the Library would launch the planning process.

3f Discussion of Items for Future Agendas

The next regularly scheduled meeting was tentatively set for Monday, October 11, 2021, and that two of the agenda items would include the appointment of a new Vice-Chair and discussion of the Long-Range Plan update.

4. REPORTS

4a Librarian's Report

A. Monthly Statistics:

Director Rodne provided an overview of the statistics and programs for the months of June through July 2021.

Rodne explained that the Library's computer usage statistics were skewed due to the Library's computer reservation software company, which tracks computer usage, going out of business. It was noted that the Library will be purchasing new computer reservation software, which will track computer usage. Additionally, it was highlighted that the Library had received new children's AWE computers, which will allow for better tracking of children's computer usage as well.

B. Donations:

Rodne stated that in June and July, the Library received a total of \$1,844.88 in donations. In June, no donations were received. In July, donations included a \$1,770.00 grant from the Texas Commission on the Arts, used for the Laser Spectacles, Inc. show at the Finale, \$49.88 for the purchase of books in memory of Barbara Scott Wood, and \$25.00 from Carol Harvey to purchase books for adults.

C. Programs:

Director Rodne provided highlights of the Library's Summer Reading Program, Glow Crazy with Reading, and reported that it had been very successful. It was noted that in the months of June and July, the Library hosted 17 adult programs, with 107 participants, and 93 youth programs, with 6,068 participants. Rodne continued that

planning for fall programming was in progress and would include most regular programs. Additionally, programs would include a kangaroo themed National Library Card Sign-Up Month campaign, with opportunities for patrons to earn prizes for registering, renewing, or using their library card and for checking out items.

4b Friends of the Colleyville Public Library Report

Joan Roberts reported that the Friends of the Library were currently not meeting. Roberts noted that the Friends hosted a small book sale during the Golden's Good Karma K9z show on June 3, 2021, which raised \$177. Robert added that the Friends plan to host another book sale closer to the Christmas season. Kay Newton is continuing to meet with donors to control the number of books in the Library. The Friends also sold popcorn and water during the Finale.

4c Colleyville Public Library Foundation Report

Denise Light reported that the Library Foundation was gearing up for North Texas Giving Day, on September 23, 2021. Light added that the Foundation set a goal to raise \$5000. It was also noted that Library staff would assist with displaying marketing materials for the event. Light concluded that the Library Foundation was also updating their website.

5. ADJOURNMENT

A motion was made by Kay Newton and seconded by Molly Skinner to adjourn the meeting of the Colleyville Library Board at 6:40 p.m. The motion was approved unanimously.

APPROVED BY A VOTE OF 5 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 25th DAY OF October 2021.

Minutes taken and prepared by:



Alyssa Ross
Library Community Events Coordinator

RESOLUTION R-21-4668

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
NOVEMBER 1, 2021**

WHEREAS, City Council has taken action on certain items on the agenda under Business.

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

Sec. 1. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 1ST DAY OF
NOVEMBER 2021.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Chuck Kelley	_____
Place 6, Callie Rigney	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor