



City of Colleyville City Council Agenda

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

Tuesday, November 16, 2021

**SH26 PHASE III BEAUTIFICATION GROUND BREAKING CEREMONY
MAIN STREET AND SH26
5:00 PM**

**WORKSESSION
6:00 PM
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR**

CALL TO ORDER

- WS-1** Discussion of a Property Maintenance Code
- WS-2** ISM Security Update
- WS-3** Discussion of the November 16, 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 Caleb Miller, Compass 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-21-4669****3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS****Announcements of civic and charitable events****Presentation of calendar events and updates****Announcements of awards and recognition**

CareFlite recognition of the Colleyville Fire Department for three CPR saves - Fire Chief Mark Cantrell, Battalion Chief Jeremy Lewis, and Mayor Richard Newton

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-21-4670

4a Approval of the minutes of the Regular City Council meeting of November 1, 2021

4b Approval to purchase a 2020 Komatsu WA200-8 Front End Loader from Kirby Smith Machinery, Inc., an approved vendor through the Sourcewell Cooperative Purchasing Program, in the amount of \$146,431.00, including the trade-in of two pieces of equipment, and authorizing the City Manager to execute the contract

4c Approval of a five-year term service agreement with Trane Service Group, utilizing the OMNIA Partners purchasing cooperative, to provide for the inspection, maintenance, and repair of the HVAC system servicing the Colleyville City Hall and Public Library, in an amount not to exceed \$83,724.00, and authorizing the City Manager to execute the agreement

4d Approval of a five-year term service agreement with Trane Service Group, utilizing the OMNIA Partners purchasing cooperative, to provide for the inspection, maintenance, and repair of the HVAC system servicing the Justice Center, in an amount not to exceed \$195,362.00, and authorizing the City Manager to execute the agreement

5. ITEMS NOT FOR CITY COUNCIL ACTION

5a Monthly Financial Report - October 2021

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

6a 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

6b 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

7. RESOLUTION(S): READING AND PUBLIC HEARING**7a Resolution R-21-4671**

Consideration of a Minor Plat with a Plat Waiver for Lot Width for Tract 2F01, Abstract 1692, Joseph White Survey, located at 6113 Hunter Lane, Case PC21-016

7b Resolution R-21-4672

A resolution changing the March and October 2022 City Council meetings dates

7c Resolution R-21-4673

Appointing members to the Library Board

7d Resolution R-21-4674

Appointing members to the Planning and Zoning Commission

7e Resolution R-21-4675

Appointing members to the Zoning Board of Adjustment/Sign Board of Appeals

8. TABLED RESOLUTION(S): READING AND PUBLIC HEARING**8a 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

9. CITIZEN COMMENTS**10. REPORTS**

Sign Board of Appeals Minutes - March 9, 2021

Planning and Zoning Commission Meeting Minutes - October 11, 2021

Planning and Zoning Commission Worksession Minutes - October 25, 2021

11. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A

**RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY,
NOVEMBER 16, 2021 - READING AND PUBLIC HEARING -
RESOLUTION R-21-4676**

12. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, November 12, 2021* by 5:00 p.m.

Christine Loven, TRMC
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
100 Main Street
Colleyville, Texas 76034
www.colleyville.com

Agenda Number WS-1

Agenda Date 11/16/2021

Type Worksession

Department Community Development

Title

Discussion of a Property Maintenance Code

Explanation

Unmaintained properties can detract from a neighborhood and promote unwanted environmental impacts to the City as whole. The City Council has asked staff to identify what regulations are currently enforced and initiate a discussion as to whether the City should play a larger role in residential property maintenance.

This item will include a review of existing regulations dealing with maintenance for vacant and unkept properties, a brief overview of the International Property Maintenance Code (IPMC), and an overview of the consequences in terms of enforcement.

Attachments

1. Residential Property Maintenance Standards
2. MuniCode Sections
3. 2018 Property Maintenance Code

Discussion of Residential Property Maintenance Standards

City Council Worksession
November 16, 2021

Purpose

Discussion on the need for Residential Property Maintenance Standards

- Review existing regulations dealing with maintenance for vacant properties
- International Property Maintenance Code (IPMC)
- Consequences in terms of enforcement
- Example Photos

Background



- Vacant properties tend to become unsightly and are not well maintained
- Currently the Municipal Code has regulation for the following:
 - Accumulation of garbage and filth
 - Accumulation of offensive materials (yard waste, dirt, old merchandise, used materials, etc.)
 - Ponds or pools of unwholesome water
 - Junked vehicles (*also updated LDC in March 2021*)
 - Weeds, grass, and uncultivated plants
 - Brush (residential)
- No regulation for building maintenance (paint, windows, walls, roof, graffiti, etc.)
- The City Council has asked staff to review possible additional regulation and the potential impacts/consequences in terms of enforcement

Existing Regulation

Sec. 42-27. - Acts declared nuisances

- (3) Accumulations of garbage and filth. The deposit or existence on or in any public or private building or property, of any putrid or unsound meat, pork, fish, hides, decayed vegetables or food, manure, ash heaps, garbage, offal, rubbish, dirt, or filth of any kind is hereby declared to be a nuisance, with the exception of compost piles (see section 42-27(1)a).
- (8) Accumulation of offensive materials. The deposit or existence of any dirt gathered in cleaning yards, waste of mills or factories, damaged merchandise, wet, broken, or leaking barrels, casks or boxes, or used building materials is hereby declared to be a nuisance.
- (11) Ponds or pools of unwholesome water. Creating or allowing the existence upon any property of a pond or pool or container of unwholesome, impure, or offensive water or water which is conducive to the breeding of mosquitoes, is hereby declared to be a nuisance.

Existing Regulation



Sec. 42-30. - Junked vehicles

Junked vehicle means a motor vehicle as defined in Vernon's Ann. Civ. St. art. 6701d-11:

- (1) That is inoperative; and
- (2) That does not have lawfully affixed to it either an unexpired license plate or a valid motor vehicle safety inspection certificate, that is wrecked, dismantled, partially dismantled or discarded, or that remains inoperable for a continuous period of more than 45 days.

(b) Public nuisance.

- (1) A junked vehicle or vehicle part that is located in a place where it is visible from a public place or public right-of-way is detrimental to the safety and welfare of the general public, tends to reduce the value of private property, invites vandalism, creates fire hazards, constitutes an attractive nuisance creating a hazard to the health and safety of minors, and is detrimental to the economic welfare of the city by producing urban blight adverse to the maintenance and continued development of the city and is hereby declared to be a public nuisance. It is not a public nuisance to maintain a vehicle or a vehicle part that is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property, a vehicle or a vehicle part that is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard, or an unlicensed, operable or inoperable antique or special interest vehicle stored by a collector on the collector's property, if the vehicle and the outdoor storage area are maintained in a manner so that they do not constitute a health hazard and are screened from ordinary public view by means of a fence, rapidly growing trees, shrubbery or other appropriate means.

Existing Regulation

Sec. 42-31. - Weeds, grass and uncultivated plants

(b) Prohibition.

- (1) Permitting or allowing weeds, grass or any plant that is not cultivated to grow to a height in excess of eight inches upon any property within the corporate limits of the City of Colleyville or to leave weeds, grass or uncultivated plants in excess of eight inches on such premises after they have been cut is hereby declared to be a nuisance.
- (2) A person commits an offense if the person owns, occupies or controls any property within the corporate limits of the City of Colleyville upon which weeds, grass or any plant that is not cultivated exceed eight inches in height or if weeds, grass or uncultivated plants in excess of eight inches are allowed to remain on such premises after they have been cut.
- (3) A person commits an offense if the person owns, occupies or controls any property within the corporate limits of the City of Colleyville and fails to maintain the parkway adjacent to the property free of weeds, grass or uncultivated plants that exceed eight inches in height or if weeds, grass or uncultivated plants in excess of eight inches are allowed to remain on such premises after they have been cut.
- (4) In the case of agricultural tracts of five acres or larger and undeveloped residential subdivisions containing more than four lots and/or residential subdivisions where public improvements have been approved by the city and more than 20 percent of all lots approved for residential use are vacant, this section will be satisfied if the hay or grass is kept mowed to a height no greater than 12 inches for a distance of 100 feet around the entire perimeter of the tract.

Existing Regulation

Land Development Code

Section 3.28 Supplementary District Regulations

I. Parking and Storage of Vehicles in General

4. To avoid the unsightly appearance of junked and abandoned vehicles in residential districts, no vehicles may be parked or stored on a residential premise where visible to any adjacent right-of-way or residential use, unless a current state vehicle registration sticker is displayed thereon or the vehicle is behind a solid fence or solid vegetative screening at least 6 feet in height. Such vehicles are those that cannot be immediately or readily started or moved under their own power, and including vehicles without current licenses and vehicles with wheels or other major components removed or broken.

International Property Maintenance Code (IPMC)



- The International Property Maintenance Code (IPMC) is part of the International Codes package
- The IPMC is a model code that regulates the minimum maintenance requirements for existing buildings
- Addresses all regulations currently adopted and further includes regulations for:
 - Graffiti
 - Paint
 - Condition of windows, walls, & roof
- The City of Colleyville has not adopted the IPMC

Chapter 3 – General Requirements

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

Chapter 3 – General Requirements

304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

Chapter 3 – General Requirements

304.6 Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent *deterioration*.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

Chapter 3 – General Requirements

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing. All glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

Code Enforcement



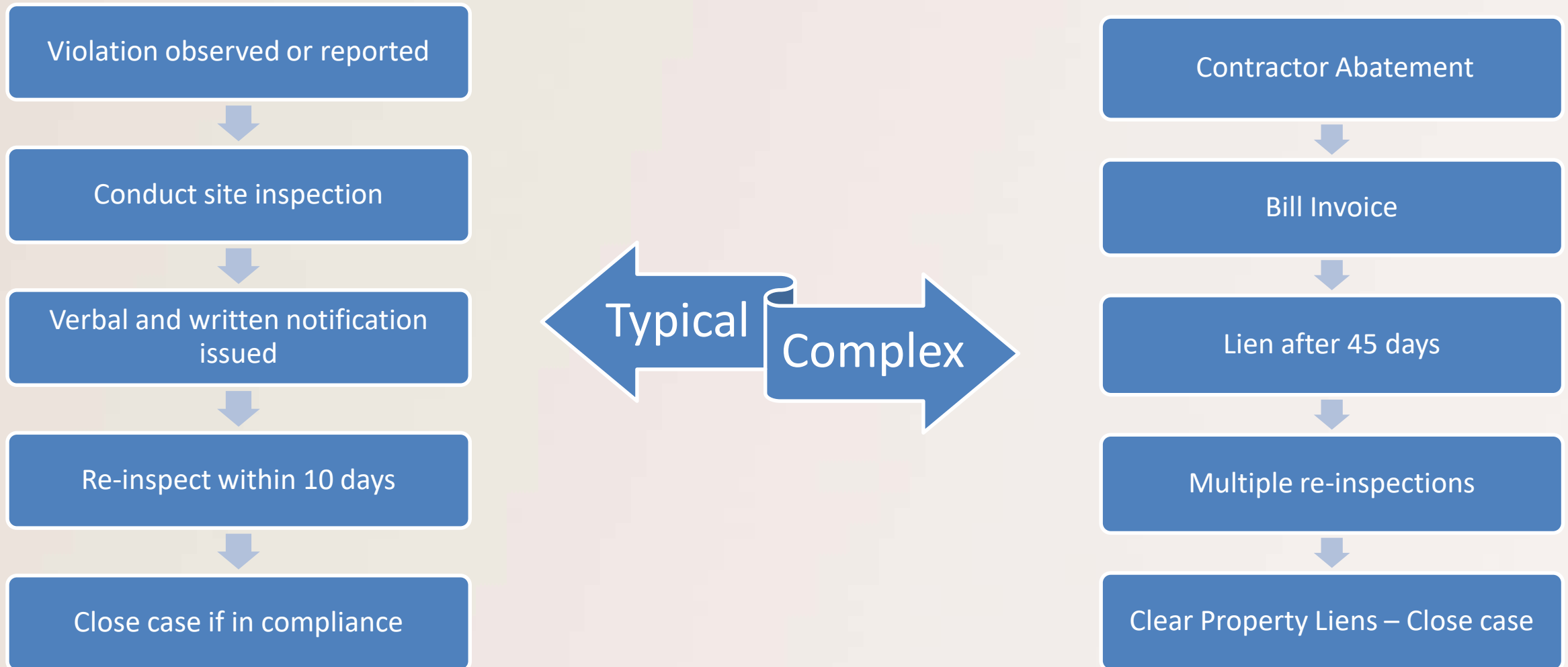
Mission Statement

The Mission of the Code Enforcement Department is to create and maintain a safe and healthy community environment through the reasonable enforcement of the City of Colleyville codes and ordinances.

Strategy

To achieve voluntary compliance with reported and pro-actively discovered code violations through education and problem solving. With the top priority being those violations that present an immediate threat to public health and safety.

Code Enforcement



Code Enforcement



Consists of one Code Enforcement II Officer

Reports to Services Sergeant

– Also supervises:

- Criminal Investigations Division
- School Resource Officers
- Property Unit
- Training and Personnel
- Warrants and Court Bailiff
- School Crossing Guards

Example Photos (7000 Lismore Ct)



Example Photos (7000 Lismore Ct)



Example Photos (7000 Lismore Ct)



Example Photos (7000 Lismore Ct)



Example Photos (7200 Majestic Manor)



Example Photos (7200 Majestic Manor)



Example Photos (7200 Majestic Manor)



Summary

- Currently the Municipal Code has regulation for the following:
 - Accumulation of garbage and filth
 - Accumulation of offensive materials (yard waste, dirt, old merchandise, used materials, etc.)
 - Ponds or pools of unwholesome water
 - Junked vehicles (*also updated LDC in March 2021*)
 - Weeds, grass, and uncultivated plants
 - Brush (residential)
- The IPMC could regulate:
 - Defacement of property (e.g. Graffiti)
 - Exterior of structures (e.g. paint, windows, walls, roof)
- Code enforcement currently deals with significant workload level

Questions and Discussion

Municipal Code – Selected Sections

Sec. 42-27. - Acts declared nuisances.

The following acts or conditions are specifically declared to be nuisances. However, these declarations are not exclusive and any act or condition which is dangerous to human life or health, or which renders the ground, water, air, or food a hazard or injury to human life or health, or that is offensive to the senses, or that threatens to become detrimental to the public health shall be a nuisance even though not specifically declared a nuisance in this section:

(1) Keeping of animals under certain conditions.

- a. Accumulations of manure. The keeping or harboring of any horses, cattle, sheep, goats, or any other animal, and allowing the manure or liquid discharges of such animals to collect or accumulate in an unclean or unsanitary manner is hereby declared to be a nuisance; provided, that nothing in this subsection shall be construed as to include manure deposits upon any private property for the purpose of cultivating same, when such deposits are maintained so as to prevent the breeding of flies.
- b. Keeping of hogs. The keeping or harboring of hogs or swine is hereby declared to be a nuisance, with the exception of four adult registered potbellied pigs kept as domesticated pets.
- c. Dog kennels within 300 feet of residences. Allowing more than four dogs to be housed, kept, raised or boarded at one time within 300 feet of any residence, other than the residence of the owner of the dogs, is hereby declared to be a nuisance.
- d. Keeping of horses, cows, sheep, and goats. The stabling, pasturing, or keeping of any horse, cow, sheep or goat which does not meet the following criteria is hereby declared to be a nuisance: The total number of grazing animals shall not be more than two large or four small grazing animals per 15,000 square feet of contiguous land area the animal keeper owns or controls, on the condition that a paddock area is provided which is not less than 7,500 square feet per large grazing animal or 3,750 square feet per small grazing animal, for each animal which is turned out and that a minimum of 7,500 square feet of paddock area be provided in any case.
- e. Keeping of grazing animals. The keeping of any grazing animal other than a horse, cow, sheep or goat is hereby declared to be a nuisance.
- f. Keeping of chickens. The keeping of a chicken or chickens within 50 feet of any residence or inhabited building is hereby declared to be a nuisance.
- g. Keeping of pigeons. The keeping or harboring of more than 75 pigeons, or failing to confine pigeons in proper cages or lofts maintained in a clean and sanitary condition, is hereby declared to be a nuisance. Provided, however, pigeons bearing a seamless leg band issued by a recognized association of pigeon fanciers may be released for exercise or performance, upon the condition that the owner or person having possession of such pigeons shall not permit them to alight on any building whatsoever on the property of others.

(2) Discharge of liquid waste on streets. The accumulation or discharge onto any public street or private property of urine, liquid waste from stables, swill, water from privy

Municipal Code – Selected Sections

vaults, water from sinks, wastewater, or any foul or nauseous waste of any kind whatsoever is hereby declared to be a nuisance.

- (3) Accumulations of garbage and filth. The deposit or existence on or in any public or private building or property, of any putrid or unsound meat, pork, fish, hides, decayed vegetables or food, manure, ash heaps, garbage, offal, rubbish, dirt, or filth of any kind is hereby declared to be a nuisance, with the exception of compost piles (see section 42-27(1)a).
- (4) Common use of halls, water closets, etc., in residences. The renting, leasing, hiring out to be occupied or the occupancy of any building or part thereof as a home or residence of more than two families, living independent of one another, giving to each family or person therein the common right to halls, yards, water closets or privies or some of them, is hereby declared to be a nuisance.
- (5) Burning. The burning of any manure, straw, garbage or any refuse of any kind or description, except within an incinerator approved by the state department of health and the city, is hereby declared to be a nuisance.
- (6) Dead animals.
 - a. Slaughtered animals. The keeping of any unclean carcasses of hogs, cattle, or other animals in any slaughterhouse, meat market, meat shop or otherwise in an unclean or unsanitary manner is hereby declared to be a nuisance.
 - b. Green or unsalted hides. The keeping of any green or unsalted hides for a period exceeding six hours is hereby declared to be a nuisance.
 - c. Rendering materials from dead animals. Conducting a business or any part thereof concerning bone crushing, bone boiling, bone grinding, bone burning, bone drying, fat burning, fat boiling, fat rendering, fat drying, gut cleaning, or the making of glue or the manufacture of fertilizer material of any kind or description from any dead animal or parts thereof, or boiling of offal, swill, fat, or grease of any description is hereby declared to be a nuisance.
- (7) Filthy drains, leaking garbage receptacles, etc. Allowing any unclean, stinking, foul, defective, or filthy drain, ditch, tank or gutter, or any leaking or broken slop, garbage or manure boxes or receptacles of like character on any property is hereby declared to be a nuisance.
- (8) Accumulation of offensive materials. The deposit or existence of any dirt gathered in cleaning yards, waste of mills or factories, damaged merchandise, wet, broken, or leaking barrels, casks or boxes, or used building materials is hereby declared to be a nuisance.
- (9) Depositing or throwing articles into sewer inlet. The depositing, throwing, or insertion into any sewer inlet or privy vault, which has a sewer connection, of any article whatsoever that may cause the sewer to choke up, stop up, or otherwise be rendered inoperative in whole or part is hereby declared to be a nuisance.
- (10) Vehicles hauling garbage, swill, or other offensive matter. The transportation of manure, garbage, swill, ashes, cinders, or other loose material in any of the streets of the city on a vehicle other than in a good and substantially tight box thereon, the size of

Municipal Code – Selected Sections

which shall be not less than 24 inches high and the tailboard not less than 24 inches high, so that no portion of such manure or other loose material shall be scattered or thrown into the street, or hauling garbage, swill, or other offensive material in a vehicle which does not have the box thereon closely covered with sufficient covering, so closely fitted as to prevent the escape or flying about of any of the contents or effluvia therefrom is hereby declared to be a nuisance.

- (11) Ponds or pools of unwholesome water. Creating or allowing the existence upon any property of a pond or pool or container of unwholesome, impure, or offensive water or water which is conducive to the breeding of mosquitoes, is hereby declared to be a nuisance.
- (12) Impure or unwholesome wells or cisterns. Allowing the existence of any well or cistern to exist upon any property whenever a chemical or bacteriological analysis shows that the water of the well or cistern is impure or unwholesome is hereby declared to be a nuisance.
- (13) Noise nuisances.
 - a. Any unreasonably loud, disturbing, unnecessary noise which causes material distress, discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof is hereby declared to be a nuisance.
 - b. Any noise of such character, intensity, and continued duration which substantially interferes with the comfortable enjoyment of private homes by persons of ordinary sensibilities is hereby declared to be a nuisance.
 - c. The following acts, among others, are declared to be nuisances, but such enumerations shall not be deemed to be exclusive:
 - 1. Musical instruments. The playing of any radio, phonograph or other musical instrument in such manner or with such volume, particularly during the hours between 10:00 p.m. and 7:00 a.m., as to annoy or disturb the quiet, comfort, or repose of persons of ordinary sensibilities in any dwelling, hotel, or other type of residence.
 - 2. Loudspeakers and amplifiers. The use of any stationary loudspeaker or amplifier of such intensity as to annoy and disturb persons of ordinary sensibilities in the immediate vicinity thereof; the use of any stationary loudspeaker or amplifier operated on any weekday between the hours of 10:30 p.m. and 7:00 a.m., or at any time on Sunday.
 - 3. Animals and birds. The keeping of any animal or bird which, by causing frequent or long continued noise, shall disturb the comfort and repose of any person of ordinary sensibilities in the immediate vicinity.
 - 4. Operation of vehicles. The running of any automobile, motorcycle, or other vehicle so out of repair, so loaded, or in such manner as to create loud or unnecessary grating, grinding, jarring, or rattling noise or vibrations.
 - 5. Steam whistles. The blowing of any steam whistle attached to any stationary boiler except to give notice of time to begin or stop work, or as a warning of danger.

Municipal Code – Selected Sections

6. Exhaust without mufflers. The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor vehicle or boat engine, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.
7. Devices operated by compressed air. The use of any mechanical device operated by compressed air, unless the noise to be created is effectively muffled and reduced.
8. Construction work. The erection, including excavation, demolition, alteration, or repair work, of any building other than between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday, except in case of urgent necessity in the interest of public safety and convenience, and then only by permit from the city council, which permit may be renewed by the council during the time the emergency exists.
9. Near schools and hospitals. The creation of any excessive noise on any street adjacent to any school or institution of learning while such school or institution of learning is in session, or adjacent to any hospital, which unreasonably interferes with the working of such institutions, provided conspicuous signs are displayed in such manner indicating that the street is a school or hospital street.
10. Loading and unloading vehicles, destruction of boxes, etc. The creation of any loud and excessive noise in connection with the loading or unloading of any vehicle or the opening and destruction of bales, boxes, crates, and containers.
11. Peddlers, hawkers, etc. The raucous shouting and crying of peddlers, hawkers, and vendors, which disturbs the peace and quiet of the neighborhood.
12. Use of drums, loudspeakers, etc., to attract attention. The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention by the creation of noise to any performance, show, or sale of merchandise.
13. Sounding of sirens, horns, signaling devices. The sounding of any siren, horn, or other signal device on any automobile, ambulance, truck, motorcycle, bus, or other vehicle in the city, except as a danger or warning signal to persons or animals using the streets, sidewalks, and public thoroughfares; the creation by means of any such signal device of any unreasonably loud or harsh sound for any unnecessary and unreasonable period of time.
14. Railroad whistles. The blowing or sounding of any steam whistle, horn, or signal device on any engine, locomotive car, or vehicle adapted to the rails of a railroad in the city, except as a warning or a danger signal to persons or animals approaching, crossing, or using the tracks of the railroad.
15. Outdoor recreational or sports activities. Engaging in or allowing the playing of outdoor organized recreational activities or team sports between the hours of 10:30 p.m. and 7:00 a.m., in an area which is not a public park and which is within 500 feet of property zoned for residential use; provided, however, that permission allowing the playing of recreational activities or outdoor sports and illumination of playing fields until 12:00 midnight only during weekends and holidays on property within 500 feet of property zoned for residential use and not

Municipal Code – Selected Sections

a public park, shall be granted up to four nights per year by obtaining written permission from the city manager and shall not constitute a nuisance. A copy of the special permit granted by the city manager shall be kept on record at city hall for a period not less than 24 months from the issuance date of the special use/exception permit.

(14) Outdoor lighting.

- a. The illumination of or allowing the illumination of any area not a public park by lighting devices designed or located for the purpose of lighting an area for the playing of outdoor organized recreational activities or team sports between the hours of 10:30 p.m. and 7:00 a.m. within 500 feet of property zoned for residential use is hereby declared to be a nuisance and is prohibited.
- b. Exceptions. Permission allowing the playing of recreational activities or outdoor sports and illumination of playing fields until 12:00 midnight only during weekends and holidays on property within 500 feet of property zoned for residential use and not a public park, shall be granted up to four nights per year by obtaining written permission from the city manager and shall not constitute a nuisance. A copy of the special permit granted by the city manager shall be kept on record at city hall for a period not less than 24 months from the issuance date of the special use/exception permit.

Sec. 42-30. - Junked vehicles.

- (a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Antique auto means a passenger car or truck that was manufactured in 1925 or before or a passenger car or truck that is at least 35 years old.

Collector means the owner of one or more antique or special interest vehicles who collects, purchases, acquires, trades, or disposes of special interest or antique vehicles or parts of them for personal use in order to restore, preserve, and maintain an antique or special interest vehicle for historic interest.

Junked vehicle means a motor vehicle as defined in Vernon's Ann. Civ. St. art. 6701d-11:

- (1) That is inoperative; and
- (2) That does not have lawfully affixed to it either an unexpired license plate or a valid motor vehicle safety inspection certificate, that is wrecked, dismantled, partially dismantled or discarded, or that remains inoperable for a continuous period of more than 45 days.

Special interest vehicle means a motor vehicle of any age that has not been altered or modified from original manufacturer's specifications and, because of its historic interest, is being preserved by hobbyists.

- (b) Public nuisance.

Municipal Code – Selected Sections

- (1) A junked vehicle or vehicle part that is located in a place where it is visible from a public place or public right-of-way is detrimental to the safety and welfare of the general public, tends to reduce the value of private property, invites vandalism, creates fire hazards, constitutes an attractive nuisance creating a hazard to the health and safety of minors, and is detrimental to the economic welfare of the city by producing urban blight adverse to the maintenance and continued development of the city and is hereby declared to be a public nuisance. It is not a public nuisance to maintain a vehicle or a vehicle part that is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property, a vehicle or a vehicle part that is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard, or an unlicensed, operable or inoperable antique or special interest vehicle stored by a collector on the collector's property, if the vehicle and the outdoor storage area are maintained in a manner so that they do not constitute a health hazard and are screened from ordinary public view by means of a fence, rapidly growing trees, shrubbery or other appropriate means.
 - (2) A person commits an offense if that person maintains a public nuisance as determined under this section. Each and every day such nuisance continues shall constitute a separate and distinct offense.
 - (3) A person who commits an offense under this section is, upon conviction, subject to a fine not to exceed \$200.00. On conviction, the court shall order removal and abatement of the nuisance.
- (c) Summary procedure for abating public nuisance.
- (1) Upon determination by the police chief that a junked vehicle located on private property constitutes a public nuisance, the police chief or his designee, who must be a regularly salaried, full-time employee of the city, shall give written notice stating the nature of the public nuisance and that the public nuisance must be removed and abated within ten days of the notice or a request for a public hearing before the city council must be made within such ten-day period. Such written notice shall be mailed by certified mail, with a five-day return requested, to the last known registered owner of the junked vehicle, any lienholder of record, and the owner or occupant of the private premises on which the public nuisance exists. If the post office address of the last known registered owner of the motor vehicle is unknown, notice to the last known registered owner may be placed on the motor vehicle, or, if the last known registered owner is physically located, the notice may be hand delivered. If any notice is returned undelivered by the United States post office, official action to abate the nuisance shall be continued to a date not less than ten days after the date of return.
 - (2) Upon the determination by the police chief that a junked vehicle located on public property constitutes a public nuisance, the police chief or his designee, who must be a regularly salaried full-time employee of the city, shall give written notice stating the nature of the public nuisance and that the nuisance must be removed and abated within ten days or a request for a public hearing before the city council must be made before the expiration of the ten-day period. The notice shall be mailed by certified mail, with a five-day return requested, to the last known registered owner of the junked vehicle, any lienholder of record, and the owner or occupant of the

Municipal Code – Selected Sections

public premises or the owner or occupant of the premises adjacent to the public right-of-way on which the public nuisance exists. If the post office address of the last known registered owner of the motor vehicle is unknown, notice to the last known registered owner may be placed on the motor vehicle, or, if the last known registered owner is physically located, the notice may be hand delivered. If the notice is returned undelivered by the United States post office, official action to abate the nuisance shall be continued to a date not less than ten days after the date of the return.

- (3) The notices given pursuant to subsections (c)(1) and (c)(2) of this section shall also designate a time and place at which a public hearing shall be held before the removal of the vehicle or vehicle part as a public nuisance. Such hearing shall be held before the police chief of the city; provided, however, if a hearing is requested by the owner or occupant of the public or private premises or owner or occupant of the premises adjacent to the public right-of-way upon which the vehicle is located within ten days after service of the notice to abate the nuisance, such hearing shall be held before the city council. At the hearing it is presumed, unless demonstrated otherwise by the owner, that the vehicle is inoperable. A resolution or order requiring removal of the vehicle or the vehicle part must include a description of the vehicle and the correct identification number and license number of the vehicle if the information is available at the site.
- (d) Removed vehicle not to be reconstructed. After a vehicle or a vehicle part has been removed pursuant to this section it shall not be reconstructed or made operable.
- (e) Notice to state department of transportation. The city shall give notice to the state department of transportation not later than the fifth day after the date of removal, which shall specify the identity of the vehicle or vehicle part removed.

Sec. 42-31. - Weeds, grass and uncultivated plants.

- (a) Definition of terms.

Parkway means the portion of any street between the roadway and the private property line.

- (b) Prohibition.

- (1) Permitting or allowing weeds, grass or any plant that is not cultivated to grow to a height in excess of eight inches upon any property within the corporate limits of the City of Colleyville or to leave weeds, grass or uncultivated plants in excess of eight inches on such premises after they have been cut is hereby declared to be a nuisance.
- (2) A person commits an offense if the person owns, occupies or controls any property within the corporate limits of the City of Colleyville upon which weeds, grass or any plant that is not cultivated exceed eight inches in height or if weeds, grass or uncultivated plants in excess of eight inches are allowed to remain on such premises after they have been cut.

Municipal Code – Selected Sections

- (3) A person commits an offense if the person owns, occupies or controls any property within the corporate limits of the City of Colleyville and fails to maintain the parkway adjacent to the property free of weeds, grass or uncultivated plants that exceed eight inches in height or if weeds, grass or uncultivated plants in excess of eight inches are allowed to remain on such premises after they have been cut.
- (4) In the case of agricultural tracts of five acres or larger and undeveloped residential subdivisions containing more than four lots and/or residential subdivisions where public improvements have been approved by the city and more than 20 percent of all lots approved for residential use are vacant, this section will be satisfied if the hay or grass is kept mowed to a height no greater than 12 inches for a distance of 100 feet around the entire perimeter of the tract.

(c) Abatement.

- (1) The city manager or his designee is hereby authorized to give notice to the owner of any property which is in violation of the provisions of subsection 42-31(b), instructing the owner to abate the nuisance.
- (2) If the owner of the property does not comply with the provisions of an abatement notice issued by the city manager or his designee within ten days after the date the notice is received, the city manager or his designee may:
 - a. Enter the property and do or cause to be done the work required to abate the nuisance; and
 - b. Pay for the work done and charge the expenses to the owner of the property or assess the owner a weed abatement fee in accordance with article II, section 2-26 of the City of Colleyville Code of Ordinances.
- (3) The notice must be given:
 - a. Personally to the owner in writing; or
 - b. By letter addressed to the owner at the owner's last known address as shown on the city tax rolls; or
 - c. If personal service cannot be obtained, or the owner's post office address is unknown:
 - 1. By publication at least twice within ten consecutive days; or
 - 2. By posting the notice on or near the front door of each building on the property to which the violation relates; or
 - 3. If the property contains no buildings, by posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates.
- (4) Notice will be deemed to have been received:
 - a. For personal service, as of the date the notice was given personally to the owner;
 - b. For mailed notice, three days after date of postmark;

Municipal Code – Selected Sections

- c. For notice by publication, on the date that the last notice was published in the official newspaper; or
 - d. For notice by posting, ten days after the notice was posted.
- (5) In the notice of a violation, the city manager or his designee may inform the owner that if the owner commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owner's expense and assess the expense against the property.
- (6) If a violation covered by a notice under subsection (c)(5) occurs within the one-year period, and the city manager or his designee has not been informed in writing by the owner of an ownership change, then the city without notice may take any action permitted by subsections (c)(2)a., b. and assess the expenses as provided by subsection 42-31(e).
- (d) Property under development.
 - (1) Before any application for change of zoning, platting or replatting is accepted, all liens and charges arising under the terms of this section shall be satisfied and all concerned properties shall be in compliance with subsection 42-31(b) hereof.
 - (2) If the city has issued a permit and the property for which such permit was issued is in violation of subsection 42-31(b) hereof, the city manager or his designee may revoke the permit until such a nuisance has been abated.
 - (3) Such actions shall not defer any other remedies or penalties which may be applicable under this section.
- (e) Assessment of expenses; lien.
 - (1) All expenses incurred by the city to abate high weeds, grass or uncultivated plants, including the cost of giving notice as required, shall initially be paid by the city and charged to the owner of the property. If the charge is not paid to the city within 30 days after billing, it will become a charge against the property and the city may file a lien upon the property.
 - (2) To obtain a lien upon the property, the city manager or his designee shall file a statement of expenses with the county clerk for the county in which the property is located. The lien statement shall state the name of the owner, if known, and the legal description of the property. The lien attaches upon the filing of the lien statement with the county clerk.
 - (3) The lien shall be security for the expenditures made and interest accruing at the rate of ten percent per annum on the amount due from the date of payment by the city.
 - (4) The lien is inferior only to:
 - a. Tax liens; and
 - b. Liens for street improvements.
 - (5) The city may bring a suit for foreclosure of the lien in the name of the city to recover the expenditures and interest due and in said suit the statement of expenses or a

Municipal Code – Selected Sections

certified copy of the statement shall be prima facie proof for the expenses incurred by the municipality in doing the work or making the improvements.

- (f) Penalty. An offense as defined under section 42-31 is a misdemeanor punishable by a fine not to exceed \$2,000.00. Each separate occurrence of a violation or each day that a violation continues shall constitute a separate offense.

Sec. 82-4. - Placing brush for residential collection.

Brush that is of such a nature that it cannot be placed in disposable containers shall be cut in lengths not to exceed four feet and shall be trimmed and stacked at curbside to a height of not more than three feet. All vines and any thorny bushes shall be placed in a disposable container. No item shall weigh more than 50 pounds per container. A customer may receive a special pickup upon request for an additional charge depending on the quantity of material to be removed.

Sec. 82-5. - Wastes from building operations.

Debris, as that term is defined in this chapter, or other trash resulting from construction, major remodeling, general cleanup of property, or resulting from sizable amounts of trash and debris being cleared in preparation for construction, will not be removed by the city as regular service. The owner will have such debris and trash removed at his expense, by either his own crew or by the city contractor. The owner of the building operation shall be responsible for keeping the trash containers in a sightly manner, inside and on the grounds surrounding the container. Commercial containers may be used and placed at a location on the premises as arranged between the customer and contractor, subject to review by the city at any time.

Sec. 82-7. - Prohibited acts.

- (a) It shall be unlawful for any person to sweep, throw, or deposit any garbage, trash, debris, stagnant water, or dead animal into, upon, or along any public property or private property of another, except as may be specifically provided by this chapter.
- (b) It shall be unlawful for any person owning or otherwise in control of any premises within the city to permit any of the conditions described in subsection (a) of this section to exist upon property owned or controlled by him after having actual or constructive notice thereof.
- (c) It shall be unlawful for any person to place in any container any material other than as specifically provided in this chapter; specifically, no hazardous or nonrecyclable waste.
- (d) It shall be unlawful for any person to place in a recycling container any material other than the recyclable material for which the container is provided.
- (e) It shall be unlawful for any person to deposit or maintain garbage or trash except as provided for by this chapter.

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- (f) It shall be unlawful for any person to deposit any burning match, charcoal, ember or other material in any container used for the disposal of garbage or trash.
- (g) It shall be unlawful for the dumping of kitchen garbage and refuse, trash or any kind of rubbish, including debris from construction, major remodeling or general cleanup of property, in any place within the city or within 5,000 feet outside of the city.
- (h) It shall be unlawful for any person to burn any garbage, trash or rubbish within the city or within 5,000 feet outside of the city.
- (i) It shall be unlawful for any commercial institution or industrial customer to remove the drain plug from any container.
- (j) It shall be unlawful for any person to cause damage to or permit excessive buildup of material in containers.

(Code 1980, ch. 11, § 4(G); Ord. No. O-91-822, § 4, 5-21-91)

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INTERNATIONAL PROPERTY MAINTENANCE CODE®



2018 International Property Maintenance Code®

First Printing: August 2017

ISBN: 978-1-60983-748-8 (soft-cover edition)

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INTERNATIONAL CODE COUNCIL, INC.

Date of First Publication: August 31, 2017

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PRINTED IN THE U.S.A.

PREFACE

Introduction

The *International Property Maintenance Code*® (IPMC®) establishes minimum requirements for the maintenance of existing buildings through model code regulations that contain clear and specific property maintenance and property improvement provisions. This 2018 edition is fully compatible with all of the *International Codes*® (I-Codes®) published by the International Code Council® (ICC®), including the *International Building Code*®, *International Energy Conservation Code*®, *International Existing Building Code*®, *International Fire Code*®, *International Fuel Gas Code*®, *International Green Construction Code*®, *International Mechanical Code*®, *International Plumbing Code*®, *International Private Sewage Disposal Code*®, *International Residential Code*®, *International Swimming Pool and Spa Code*®, *International Wildland-Urban Interface Code*®, *International Zoning Code*® and *International Code Council Performance Code*®.

The I-Codes, including this *International Property Maintenance Code*, are used in a variety of ways in both the public and private sectors. Most industry professionals are familiar with the I-Codes as the basis of laws and regulations in communities across the U.S. and in other countries. However, the impact of the codes extends well beyond the regulatory arena, as they are used in a variety of nonregulatory settings, including:

- Voluntary compliance programs such as those promoting sustainability, energy efficiency and disaster resistance.
- The insurance industry, to estimate and manage risk, and as a tool in underwriting and rate decisions.
- Certification and credentialing of individuals involved in the fields of building design, construction and safety.
- Certification of building and construction-related products.
- U.S. federal agencies, to guide construction in an array of government-owned properties.
- Facilities management.
- “Best practices” benchmarks for designers and builders, including those who are engaged in projects in jurisdictions that do not have a formal regulatory system or a governmental enforcement mechanism.
- College, university and professional school textbooks and curricula.
- Reference works related to building design and construction.

In addition to the codes themselves, the code development process brings together building professionals on a regular basis. It provides an international forum for discussion and deliberation about building design, construction methods, safety, performance requirements, technological advances and innovative products.

Development

This 2018 edition presents the code as originally issued, with changes reflected in the 2003 through 2015 editions and further changes developed through the ICC Code Development Process through 2016. A new edition of the code is promulgated every 3 years.

This code is intended to establish provisions that adequately protect public health, safety and welfare; that do not unnecessarily increase construction costs; that do not restrict the use of new materials, products or methods of construction; and that do not give preferential treatment to particular types or classes of materials, products or methods of construction.

Maintenance

The *International Property Maintenance Code* is kept up to date through the review of proposed changes submitted by code enforcement officials, industry representatives, design professionals and other interested parties. Proposed changes are carefully considered through an open code development process in which all interested and affected parties may participate.

The ICC Code Development Process reflects principles of openness, transparency, balance, due process and consensus, the principles embodied in OMB Circular A-119, which governs the federal government's use of private-sector standards. The ICC process is open to anyone; there is no cost to participate, and people can participate without travel cost through the ICC's cloud-based app, cdp-Access®. A broad cross section of interests are represented in the ICC Code Development Process. The codes, which are updated regularly, include safeguards that allow for emergency action when required for health and safety reasons.

In order to ensure that organizations with a direct and material interest in the codes have a voice in the process, the ICC has developed partnerships with key industry segments that support the ICC's important public safety mission. Some code development committee members were nominated by the following industry partners and approved by the ICC Board:

- American Institute of Architects (AIA)
- National Association of Home Builders (NAHB)

The code development committees evaluate and make recommendations regarding proposed changes to the codes. Their recommendations are then subject to public comment and council-wide votes. The ICC's governmental members—public safety officials who have no financial or business interest in the outcome—cast the final votes on proposed changes.

The contents of this work are subject to change through the code development cycles and by any governmental entity that enacts the code into law. For more information regarding the code development process, contact the Codes and Standards Development Department of the International Code Council.

While the I-Code development procedure is thorough and comprehensive, the ICC, its members and those participating in the development of the codes disclaim any liability resulting from the publication or use of the I-Codes, or from compliance or noncompliance with their provisions. The ICC does not have the power or authority to police or enforce compliance with the contents of this code.

Code Development Committee Responsibilities (Letter Designations in Front of Section Numbers)

In each code development cycle, proposed changes to this code are considered at the Committee Action Hearings by the International Property Maintenance Code Development Committee, whose action constitutes a recommendation to the voting membership for final action on the proposed changes. Proposed changes to a code section having a number beginning with a letter in brackets are considered by a different code development committee. For example, proposed changes to code sections that have the letter [F] in front of them (e.g., [F] 704.1) are considered by the International Fire Code Development Committee at the Committee Action Hearings.

The content of sections in this code that begin with a letter designation is maintained by another code development committee in accordance with the following:

- [A] = Administrative Code Development Committee;
- [F] = International Fire Code Development Committee;
- [P] = International Plumbing Code Development Committee;
- [BE] = IBC—Egress Code Development Committee; and
- [BG] = IBC—General Code Development Committee.

For the development of the 2021 edition of the I-Codes, there will be two groups of code development committees and they will meet in separate years.

Group A Codes (Heard in 2018, Code Change Proposals Deadline: January 8, 2018)	Group B Codes (Heard in 2019, Code Change Proposals Deadline: January 7, 2019)
International Building Code – Egress (Chapters 10, 11, Appendix E) – Fire Safety (Chapters 7, 8, 9, 14, 26) – General (Chapters 2–6, 12, 27–33, Appendices A, B, C, D, K, N)	Administrative Provisions (Chapter 1 of all codes except IECC, IRC and IgCC, administrative updates to currently referenced standards, and designated definitions)
International Fire Code	International Building Code – Structural (Chapters 15–25, Appendices F, G, H, I, J, L, M)
International Fuel Gas Code	International Existing Building Code
International Mechanical Code	International Energy Conservation Code—Commercial
International Plumbing Code	International Energy Conservation Code—Residential – IECC—Residential – IRC—Energy (Chapter 11)
International Property Maintenance Code	International Green Construction Code (Chapter 1)
International Private Sewage Disposal Code	International Residential Code – IRC—Building (Chapters 1–10, Appendices E, F, H, J, K, L, M, O, Q, R, S, T)
International Residential Code – IRC—Mechanical (Chapters 12–23) – IRC—Plumbing (Chapters 25–33, Appendices G, I, N, P)	
International Swimming Pool and Spa Code	
International Wildland-Urban Interface Code	
International Zoning Code	
Note: Proposed changes to the ICC <i>Performance Code</i> ™ will be heard by the code development committee noted in brackets [] in the text of the ICC <i>Performance Code</i> ™.	

Code change proposals submitted for code sections that have a letter designation in front of them will be heard by the respective committee responsible for such code sections. Because different committees hold Committee Action Hearings in different years, proposals for the IPMC will be heard by committees in both the 2018 (Group A) and the 2019 (Group B) code development cycles.

For instance, every section of Chapter 1 of this code is designated as the responsibility of the Administrative Code Development Committee, which is part of the Group B portion of the hearings. This committee will hold its Committee Action Hearings in 2019 to consider code change proposals for Chapter 1 of all I-Codes except the *International Energy Conservation Code*, *International Residential Code* and *International Green Construction Code*. Therefore, any proposals received for Chapter 1 of this code will be assigned to the Administrative Code Development Committee for consideration in 2019.

It is very important that anyone submitting code change proposals understand which code development committee is responsible for the section of the code that is the subject of the code change proposal. For further information on the code development committee responsibilities, please visit the ICC website at www.iccsafe.org/scoping.

Marginal Markings

Solid vertical lines in the margins within the body of the code indicate a technical change from the requirements of the 2015 edition. Deletion indicators in the form of an arrow (➡) are provided in the margin where an entire section, paragraph, exception or table has been deleted or an item in a list of items or a table has been deleted.

Coordination of the International Codes

The coordination of technical provisions is one of the strengths of the ICC family of model codes. The codes can be used as a complete set of complementary documents, which will provide users with full integration and coordination of technical provisions. Individual codes can also be used in subsets or as stand-alone documents. To make sure that each individual code is as complete as possible, some technical provisions that are relevant to more than one subject area are duplicated in some of the model codes. This allows users maximum flexibility in their application of the I-Codes.

Italicized Terms

Words and terms defined in Chapter 2, Definitions, are italicized where they appear in code text and the Chapter 2 definition applies. Where such words and terms are not italicized, common-use definitions apply. The words and terms selected have code-specific definitions that the user should read carefully to facilitate better understanding of the code.

Adoption

The International Code Council maintains a copyright in all of its codes and standards. Maintaining copyright allows the ICC to fund its mission through sales of books, in both print and electronic formats. The ICC welcomes adoption of its codes by jurisdictions that recognize and acknowledge the ICC's copyright in the code, and further acknowledge the substantial shared value of the public/private partnership for code development between jurisdictions and the ICC.

The ICC also recognizes the need for jurisdictions to make laws available to the public. All I-Codes and I-Standards, along with the laws of many jurisdictions, are available for free in a nondownloadable form on the ICC's website. Jurisdictions should contact the ICC at adoptions@iccsafe.org to learn how to adopt and distribute laws based on the *International Property Maintenance Code* in a manner that provides necessary access, while maintaining the ICC's copyright.

To facilitate adoption, several sections of this code contain blanks for fill-in information that needs to be supplied by the adopting jurisdiction as part of the adoption legislation. For this code, please see:

Section 101.1. Insert: [NAME OF JURISDICTION]

Section 103.5. Insert: [APPROPRIATE SCHEDULE]

Section 112.4. Insert: [DOLLAR AMOUNT IN TWO LOCATIONS]

Section 302.4. Insert: [HEIGHT IN INCHES]

Section 304.14. Insert: [DATES IN TWO LOCATIONS]

Section 602.3. Insert: [DATES IN TWO LOCATIONS]

Section 602.4. Insert: [DATES IN TWO LOCATIONS]

EFFECTIVE USE OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE

The *International Property Maintenance Code* (IPMC) is a model code that regulates the minimum maintenance requirements for existing buildings.

The IPMC is a maintenance document intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. Responsibility is fixed among owners, operators and occupants for code compliance. The IPMC provides for the regulation and safe use of existing structures in the interest of the social and economic welfare of the community.

Arrangement and Format of the 2018 IPMC

Before applying the requirements of the IPMC it is beneficial to understand its arrangement and format. The IPMC, like other codes published by ICC, is arranged and organized to follow sequential steps that generally occur during an inspection. The IPMC is divided into eight different parts:

Chapters	Subjects
1	Scope and Administration
2	Definitions
3	General Requirements
4	Light, Ventilation and Occupancy Limitations
5	Plumbing Facilities and Fixture Requirements
6	Mechanical and Electrical Requirements
7	Fire Safety Requirements
8	Referenced Standards

The following is a chapter-by-chapter synopsis of the scope and intent of the provisions of the *International Property Maintenance Code*:

Chapter 1 Scope and Administration. This chapter contains provisions for the application, enforcement and administration of subsequent requirements of the code. In addition to establishing the scope of the code, Chapter 1 identifies which buildings and structures come under its purview. Chapter 1 is largely concerned with maintaining “due process of law” in enforcing the property maintenance criteria contained in the body of the code. Only through careful observation of the administrative provisions can the building official reasonably expect to demonstrate that “equal protection under the law” has been provided.

Chapter 2 Definitions. All terms that are defined in the code are listed alphabetically in Chapter 2. While a defined term may be used in one chapter or another, the meaning provided in Chapter 2 is applicable throughout the code.

Where understanding of a term’s definition is especially key to or necessary for understanding of a particular code provision, the term is shown in italics. This is true only for those terms that have a meaning that is unique to the code. In other words, the generally understood meaning of a term or phrase might not be sufficient or consistent with the meaning prescribed by the code; therefore, it is essential that the code-defined meaning be known.

Guidance is provided regarding tense, gender and plurality of defined terms as well as terms not defined in this code.

Chapter 3 General Requirements. Chapter 3, “General Requirements,” is broad in scope. It includes a variety of requirements for the exterior property areas as well as the interior and exterior elements of the structure. This chapter provides requirements that are intended to maintain a minimum level of safety and sanitation for both the general public and the occupants of a structure, and to maintain a building’s structural and weather-resistance performance. Chapter 3 provides specific criteria for regulating the installation and maintenance of specific building components; maintenance requirements for vacant structures and land; requirements regulating the safety, sanitation and appearance of the interior and exterior of structures and all exterior property areas; accessory structures; vehicle storage regulations and establishes who is responsible for complying with the chapter’s provisions. This chapter also contains the requirements for swimming pools, spas and hot tubs and the requirements for protective barriers and gates in these barriers. Chapter 3 establishes the responsible parties for exterminating insects and rodents, and maintaining sanitary conditions in all types of occupancies.

Chapter 4 Light, Ventilation and Occupancy Limitations. The purposes of Chapter 4 are to set forth these requirements in the code and to establish the minimum environment for occupiable and habitable buildings, by establishing the minimum criteria for light and ventilation and identifying occupancy limitations including minimum room width and area, minimum ceiling height and restrictions to prevent overcrowding. This chapter also provides for alternative arrangements of windows and other devices to comply with the requirements for light and ventilation and prohibits certain room arrangements and occupancy uses.

Chapter 5 Plumbing Facilities and Fixture Requirements. Chapter 5 establishes the minimum criteria for the installation, maintenance and location of plumbing systems and facilities, including the water supply system, water heating appliances, sewage disposal system and related plumbing fixtures.

Sanitary and clean conditions in occupied buildings are dependent upon certain basic plumbing principles, including providing potable water to a building, providing the basic fixtures to effectively utilize that water and properly removing waste from the building. Chapter 5 establishes the minimum criteria to verify that these principles are maintained throughout the life of a building.

Chapter 6 Mechanical and Electrical Requirements. The purpose of Chapter 6 is to establish minimum performance requirements for heating, electrical and mechanical facilities and to establish minimum standards for the safety of these facilities.

This chapter establishes minimum criteria for the installation and maintenance of the following: heating and air-conditioning equipment, appliances and their supporting systems; water heating equipment, appliances and systems; cooking equipment and appliances; ventilation and exhaust equipment; gas and liquid fuel distribution piping and components; fireplaces and solid fuel-burning appliances; chimneys and vents; electrical services; lighting fixtures; electrical receptacle outlets; electrical distribution system equipment, devices and wiring; and elevators, escalators and dumb-waiters.

Chapter 7 Fire Safety Requirements. The purpose of Chapter 7 is to address those fire hazards that arise as the result of a building’s occupancy. It also provides minimum requirements for fire safety issues that are most likely to arise in older buildings.

This chapter contains requirements for means of egress in existing buildings, including path of travel, required egress width, means of egress doors and emergency escape openings.

Chapter 7 establishes the minimum requirements for fire safety facilities and fire protection systems, as these are essential fire safety systems.

Chapter 8 Referenced Standards. The code contains numerous references to standards that are used to regulate materials and methods of construction. Chapter 8 contains a comprehensive list of all standards that are referenced in the code. The standards are part of the code to the extent of the reference to the standard. Compliance with the referenced standard is necessary for compliance with this code. By providing specifically adopted standards, the construction and installation requirements necessary for compliance with the code can be readily determined. The basis for code compliance is, therefore, established and available on an equal basis to the code official, contractor, designer and owner.

Chapter 8 is organized in a manner that makes it easy to locate specific standards. It lists all of the referenced standards, alphabetically, by acronym of the promulgating agency of the standard. Each agency's standards are then listed in either alphabetical or numeric order based upon the standard identification. The list also contains the title of the standard; the edition (date) of the standard referenced; any addenda included as part of the ICC adoption; and the section or sections of this code that reference the standard.

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CHAPTER 1

SCOPE AND ADMINISTRATION

User note:

About this chapter: Chapter 1 establishes the limits of applicability of the code and describes how the code is to be applied and enforced. Chapter 1 is in two parts: Part 1—Scope and Application (Sections 101 and 102) and Part 2—Administration and Enforcement (Sections 103 – 112). Section 101 identifies which buildings and structures come under its purview and references other I-Codes as applicable.

This code is intended to be adopted as a legally enforceable document and it cannot be effective without adequate provisions for its administration and enforcement. The provisions of Chapter 1 establish the authority and duties of the code official appointed by the authority having jurisdiction and also establish the rights and privileges of the property owner and building occupants.

PART 1 — SCOPE AND APPLICATION

SECTION 101 GENERAL

[A] **101.1 Title.** These regulations shall be known as the *International Property Maintenance Code* of [NAME OF JURISDICTION], hereinafter referred to as “this code.”

[A] **101.2 Scope.** The provisions of this code shall apply to all existing residential and nonresidential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities for light, *ventilation*, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of *owners*, an owner’s authorized agent, *operators* and *occupants*; the *occupancy* of existing structures and *premises*, and for administration, enforcement and penalties.

[A] **101.3 Intent.** This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued *occupancy* and maintenance of structures and *premises*. Existing structures and *premises* that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

[A] **101.4 Severability.** If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102 APPLICABILITY

[A] **102.1 General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

102.2 Maintenance. Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or *premises* was constructed, altered or repaired shall be maintained in good working order. An *owner*, owner’s authorized agent, *operator* or *occupant* shall not cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the *owner* or the *owner’s* authorized agent shall be responsible for the maintenance of buildings, structures and *premises*.

[A] **102.3 Application of other codes.** Repairs, additions or alterations to a structure, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the *International Building Code*, *International Existing Building Code*, *International Energy Conservation Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Residential Code*, *International Plumbing Code* and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *International Zoning Code*.

[A] **102.4 Existing remedies.** The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure that is dangerous, unsafe and insanitary.

[A] **102.5 Workmanship.** Repairs, maintenance work, alterations or installations that are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer’s instructions.

[A] **102.6 Historic buildings.** The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings where such buildings or structures are judged by the *code official* to be safe and in the public interest of health, safety and welfare.

[A] **102.7 Referenced codes and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this

code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

[A] 102.7.1 Conflicts. Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

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

[A] 102.8 Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

[A] 102.9 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

[A] 102.10 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2 — ADMINISTRATION AND ENFORCEMENT

SECTION 103 DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION

[A] 103.1 General. The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the *code official*.

[A] 103.2 Appointment. The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

[A] 103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the *code official*.

[A] 103.4 Liability. The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

[A] 103.4.1 Legal defense. Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful

discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

[A] 103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.

[JURISDICTION TO INSERT APPROPRIATE SCHEDULE.]

SECTION 104 DUTIES AND POWERS OF THE CODE OFFICIAL

[A] 104.1 General. The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

[A] 104.2 Inspections. The *code official* shall make all of the required inspections, or shall accept reports of inspection by *approved* agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved* agency or by the responsible individual. The *code official* is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise, subject to the approval of the appointing authority.

[A] 104.3 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a *structure* or upon a *premises* a condition in violation of this code, the *code official* is authorized to enter the *structure* or *premises* at reasonable times to inspect or perform the duties imposed by this code, provided that if such *structure* or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such *structure* or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner*, owner's authorized agent or other person having charge or control of the *structure* or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

[A] 104.4 Identification. The *code official* shall carry proper identification when inspecting *structures* or *premises* in the performance of duties under this code.

[A] 104.5 Notices and orders. The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

[A] 104.6 Department records. The *code official* shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 105 APPROVAL

[A] 105.1 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or *owner's* authorized agent, provided that the *code official* shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

[A] 105.2 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not *approved*, the *code official* shall respond in writing, stating the reasons why the alternative was not *approved*.

[A] 105.3 Required testing. Whenever there is insufficient evidence of compliance with the provisions of this code or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *code official* shall have the authority to require tests to be made as evidence of compliance without expense to the jurisdiction.

[A] 105.3.1 Test methods. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an *approved* agency.

[A] 105.3.2 Test reports. Reports of tests shall be retained by the *code official* for the period required for retention of public records.

[A] 105.4 Used material and equipment. Materials that are reused shall comply with the requirements of this code for new materials. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested where necessary, placed in good and proper working condition and *approved* by the *code official*.

[A] 105.5 Approved materials and equipment. Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

[A] 105.6 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

SECTION 106 VIOLATIONS

[A] 106.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

[A] 106.2 Notice of violation. The *code official* shall serve a notice of violation or order in accordance with Section 107.

[A] 106.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful *occupancy* of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such *premises* shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] 106.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

[A] 106.5 Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal *occupancy* of a building, structure or *premises*, or to stop an illegal act, conduct, business or utilization of the building, structure or *premises*.

SECTION 107 NOTICES AND ORDERS

107.1 Notice to person responsible. Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall comply with Section 108.3.

107.2 Form. Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or structure into compliance with the provisions of this code.

5. Inform the property *owner* or owner's authorized agent of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

107.3 Method of service. Such notice shall be deemed to be properly served if a copy thereof is: delivered personally, or sent by certified or first-class mail addressed to the last known address. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

107.4 Unauthorized tampering. Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

107.5 Penalties. Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

107.6 Transfer of ownership. It shall be unlawful for the *owner* of any *dwelling unit* or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such *owner* or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 108 UNSAFE STRUCTURES AND EQUIPMENT

108.1 General. When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human *occupancy*, or is found unlawful, such structure shall be *condemned* pursuant to the provisions of this code.

108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

108.1.2 Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the structure that is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or structure.

108.1.3 Structure unfit for human occupancy. A structure is unfit for human *occupancy* whenever the *code official* finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the *occupants* of the structure or to the public.

108.1.4 Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

108.1.5 Dangerous structure or premises. For the purpose of this code, any structure or *premises* that has any or all of the conditions or defects described as follows shall be considered to be dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become *detached* or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.
11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

108.2 Closing of vacant structures. If the structure is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the structure closed up so as not to be an attractive nuisance. Upon failure of the *owner* or owner's authorized agent to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

108.2.1 Authority to disconnect service utilities. The *code official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* or owner's authorized agent and *occupant* of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner*, owner's authorized agent or *occupant* of the building structure or service system shall be notified in writing as soon as practical thereafter.

108.3 Notice. Whenever the *code official* has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the *owner*, owner's authorized agent or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2.

108.4 Placarding. Upon failure of the *owner*, owner's authorized agent or person responsible to comply with the notice provisions within the time given, the *code official* shall post on the *premises* or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard.

108.4.1 Placard removal. The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

108.5 Prohibited occupancy. Any occupied structure condemned and placarded by the *code official* shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner*, owner's authorized agent or person responsible for the *premises* who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

108.6 Abatement methods. The *owner*, owner's authorized agent, *operator* or *occupant* of a building, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

108.7 Record. The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the structure and the nature of the unsafe condition.

SECTION 109 EMERGENCY MEASURES

109.1 Imminent danger. When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building *occupants* or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *code official* is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *code official* shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its *Occupancy* Has Been Prohibited by the Code

Official.” It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

109.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

109.3 Closing streets. When necessary for public safety, the *code official* shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

109.4 Emergency repairs. For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

109.5 Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the *owner* of the *premises* or owner’s authorized agent where the unsafe structure is or was located for the recovery of such costs.

109.6 Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

SECTION 110 DEMOLITION

110.1 General. The *code official* shall order the *owner* or owner’s authorized agent of any *premises* upon which is located any structure, which in the *code official*’s or owner’s authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner*’s option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the *code official* shall order the *owner* or owner’s authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the building official.

110.2 Notices and orders. Notices and orders shall comply with Section 107.

110.3 Failure to comply. If the *owner* of a *premises* or owner’s authorized agent fails to comply with a demolition

order within the time prescribed, the *code official* shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

110.4 Salvage materials. Where any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

SECTION 111 MEANS OF APPEAL

[A] 111.1 Application for appeal. Any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

[A] 111.2 Membership of board. The board of appeals shall consist of not less than three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The *code official* shall be an ex-officio member but shall not vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.

[A] 111.2.1 Alternate members. The chief appointing authority shall appoint not less than two alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.

[A] 111.2.2 Chairman. The board shall annually select one of its members to serve as chairman.

[A] 111.2.3 Disqualification of member. A member shall not hear an appeal in which that member has a personal, professional or financial interest.

[A] 111.2.4 Secretary. The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.

[A] 111.2.5 Compensation of members. Compensation of members shall be determined by law.

[A] **111.3 Notice of meeting.** The board shall meet upon notice from the chairman, within 20 days of the filing of an appeal, or at stated periodic meetings.

[A] **111.4 Open hearing.** Hearings before the board shall be open to the public. The appellant, the appellant's representative, the *code official* and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of not less than two-thirds of the board membership.

[A] **111.4.1 Procedure.** The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

[A] **111.5 Postponed hearing.** When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

[A] **111.6 Board decision.** The board shall modify or reverse the decision of the *code official* only by a concurring vote of a majority of the total number of appointed board members.

[A] **111.6.1 Records and copies.** The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the *code official*.

[A] **111.6.2 Administration.** The *code official* shall take immediate action in accordance with the decision of the board.

[A] **111.7 Court review.** Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

[A] **111.8 Stays of enforcement.** Appeals of notice and orders (other than *Imminent Danger* notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

SECTION 112 STOP WORK ORDER

[A] **112.1 Authority.** Whenever the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

[A] **112.2 Issuance.** A stop work order shall be in writing and shall be given to the *owner* of the property, to the *owner's* authorized agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

[A] **112.3 Emergencies.** Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

[A] **112.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars.

CHAPTER 2

DEFINITIONS

User note:

About this chapter: Codes, by their very nature, are technical documents. Every word, term and punctuation mark can add to or change the meaning of a technical requirement. It is necessary to maintain a consensus on the specific meaning of each term contained in the code. Chapter 2 performs this function by stating clearly what specific terms mean for the purpose of the code.

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code*, *International Existing Building Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Plumbing Code*, *International Residential Code*, *International Zoning Code* or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts. Whenever the words “dwelling unit,” “dwelling,” “premises,” “building,” “rooming house,” “rooming unit,” “housekeeping unit” or “story” are stated in this code, they shall be construed as though they were followed by the words “or any part thereof.”

SECTION 202 GENERAL DEFINITIONS

ANCHORED. Secured in a manner that provides positive connection.

[A] APPROVED. Acceptable to the *code official*.

BASEMENT. That portion of a building that is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or *sleeping unit*.

[A] CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for *occupancy*.

COST OF SUCH DEMOLITION OR EMERGENCY REPAIRS. The costs shall include the actual costs of the demolition or repair of the structure less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a *code official*, the governing body or board of appeals.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

[BG] DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

[Z] EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee *owner(s)* of the property. The *easement* shall be permitted to be for use under, on or above said lot or lots.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

EXTERIOR PROPERTY. The open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

[BE] GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

[BG] HABITABLE SPACE. Space in a structure for living, sleeping, eating or cooking. *Bathrooms, toilet rooms, closets,*

DEFINITIONS

halls, storage or utility spaces, and similar areas are not considered *habitable spaces*.

HISTORIC BUILDING. Any building or structure that is one or more of the following:

1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register or state or locally designated historic district.

HOUSEKEEPING UNIT. A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating that does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition that could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a structure or *premises* of insects, rodents, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle that cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

[A] LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, *approved* agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LET FOR OCCUPANCY or LET. To permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit*, *rooming unit*, building, premise or structure by a person who is or is not the legal *owner* of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

NEGLECT. The lack of proper maintenance for a building or *structure*.

[A] OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed *ventilation* and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a structure or *premises* that is let or offered for *occupancy*.

[A] OWNER. Any person, agent, *operator*, firm or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of

any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination* methods.

[A] PREMISES. A lot, plot or parcel of land, *easement* or *public way*, including any structures thereon.

[A] PUBLIC WAY. Any street, alley or other parcel of land that: is open to the outside air; leads to a street; has been deeded, dedicated or otherwise permanently appropriated to the public for public use; and has a clear width and height of not less than 10 feet (3048 mm).

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, *yard* trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

[BG] SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

[A] STRUCTURE. That which is built or constructed.

TENANT. A person, corporation, partnership or group, whether or not the legal *owner* of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and that shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

[M] VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

[Z] YARD. An open space on the same lot with a structure.

CHAPTER 3

GENERAL REQUIREMENTS

User note:

About this chapter: Chapter 3 is broad in scope and includes a variety of requirements for the maintenance of exterior property areas, as well as the interior and exterior elements of the structure, that are intended to maintain a minimum level of safety and sanitation for both the general public and the occupants of a structure, and to maintain a building's structural and weather-resistance performance. Specifically, Chapter 3 contains criteria for the maintenance of building components; vacant structures and land; the safety, sanitation and appearance of the interior and exterior of structures and all exterior property areas; accessory structures; extermination of insects and rodents; access barriers to swimming pools, spas and hot tubs; vehicle storage and owner/occupant responsibilities.

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and *exterior property*.

301.2 Responsibility. The *owner* of the *premises* shall maintain the structures and *exterior property* in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy *premises* that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit*, *rooming unit* or *housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit*, *rooming unit*, *housekeeping unit* or *premises* they occupy and control.

301.3 Vacant structures and land. Vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302 EXTERIOR PROPERTY AREAS

302.1 Sanitation. *Exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The *occupant* shall keep that part of the *exterior property* that such *occupant* occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. *Premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: *Approved* retention areas and reservoirs.

302.3 Sidewalks and driveways. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. *Premises* and *exterior property* shall be maintained free from weeds or plant growth in excess of [JURIS-

DICTION TO INSERT HEIGHT IN INCHES]. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

302.5 Rodent harborage. Structures and *exterior property* shall be kept free from rodent harborage and *infestation*. Where rodents are found, they shall be promptly exterminated by *approved* processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly on abutting or adjacent public or private property or that of another *tenant*.

302.7 Accessory structures. Accessory structures, including *detached* garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any *premises*, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and *approved* for such purposes.

GENERAL REQUIREMENTS

302.9 Defacement of property. A person shall not willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

SECTION 303 SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. An existing pool enclosure shall not be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F1346 shall be exempt from the provisions of this section.

SECTION 304 EXTERIOR STRUCTURE

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
3. Structures or components thereof that have reached their limit state.
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
5. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects.
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.
7. Exterior walls that are not *anchored* to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects.
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including *guards* and handrails, are not structurally sound, not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly *anchored*, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

304.2 Protective treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than

decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

[F] 304.3 Premises identification. Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

304.4 Structural members. Structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls. Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent *deterioration*.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.8 Decorative features. Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.9 Overhang extensions. Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly *anchored* so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.11 Chimneys and towers. Chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. Exposed sur-

faces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing. Glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens. During the period from [DATE] to [DATE], every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

304.15 Doors. Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways. Every *basement* hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

304.17 Guards for basement windows. Every *basement* window that is openable shall be supplied with rodent shields, storm windows or other *approved* protection against the entry of rodents.

304.18 Building security. Doors, windows or hatchways for *dwelling units*, room units or *housekeeping units* shall be provided with devices designed to provide security for the *occupants* and property within.

304.18.1 Doors. Doors providing access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a

GENERAL REQUIREMENTS

walking surface below that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a window sash locking device.

304.18.3 Basement hatchways. *Basement* hatchways that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

304.19 Gates. Exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

SECTION 305 INTERIOR STRUCTURE

305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. *Occupants* shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every *owner* of a structure containing a *rooming house*, *housekeeping units*, a hotel, a dormitory, two or more *dwelling units* or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and *exterior property*.

305.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
3. Structures or components thereof that have reached their limit state.
4. Structural members are incapable of supporting nominal loads and load effects.
5. Stairs, landings, balconies and all similar walking surfaces, including *guards* and handrails, are not structurally sound, not properly *anchored* or are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

305.2 Structural members. Structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces. Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.5 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

SECTION 306 COMPONENT SERVICEABILITY

306.1 General. The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Unsafe conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:
 - 1.1. Collapse of footing or foundation system.
 - 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion.
 - 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil.
 - 1.4. Inadequate soil as determined by a geotechnical investigation.
 - 1.5. Where the allowable bearing capacity of the soil is in doubt.
 - 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
 - 2.1. *Deterioration*.
 - 2.2. *Ultimate deformation*.
 - 2.3. Fractures.

- 2.4. Fissures.
- 2.5. Spalling.
- 2.6. Exposed reinforcement.
- 2.7. *Detached*, dislodged or failing connections.
- 3. Aluminum that has been subjected to any of the following conditions:
 - 3.1. *Deterioration*.
 - 3.2. Corrosion.
 - 3.3. Elastic deformation.
 - 3.4. *Ultimate deformation*.
 - 3.5. Stress or strain cracks.
 - 3.6. Joint fatigue.
 - 3.7. *Detached*, dislodged or failing connections.
- 4. Masonry that has been subjected to any of the following conditions:
 - 4.1. *Deterioration*.
 - 4.2. *Ultimate deformation*.
 - 4.3. Fractures in masonry or mortar joints.
 - 4.4. Fissures in masonry or mortar joints.
 - 4.5. Spalling.
 - 4.6. Exposed reinforcement.
 - 4.7. *Detached*, dislodged or failing connections.
- 5. Steel that has been subjected to any of the following conditions:
 - 5.1. *Deterioration*.
 - 5.2. Elastic deformation.
 - 5.3. *Ultimate deformation*.
 - 5.4. Metal fatigue.
 - 5.5. *Detached*, dislodged or failing connections.
- 6. Wood that has been subjected to any of the following conditions:
 - 6.1. Ultimate deformation.
 - 6.2. Deterioration.
 - 6.3. Damage from insects, rodents and other vermin.
 - 6.4. Fire damage beyond charring.
 - 6.5. Significant splits and checks.
 - 6.6. Horizontal shear cracks.
 - 6.7. Vertical shear cracks.
 - 6.8. Inadequate support.
 - 6.9. Detached, dislodged or failing connections.
 - 6.10. Excessive cutting and notching.

Exceptions:

- 1. Where substantiated otherwise by an *approved* method.
- 2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

SECTION 307 HANDRAILS AND GUARDRAILS

307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches (762 mm) above the floor or grade below shall have *guards*. Handrails shall be not less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. *Guards* shall be not less than 30 inches (762 mm) in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: *Guards* shall not be required where exempted by the adopted building code.

SECTION 308 RUBBISH AND GARBAGE

308.1 Accumulation of rubbish or garbage. *Exterior property and premises*, and the interior of every structure, shall be free from any accumulation of *rubbish* or garbage.

308.2 Disposal of rubbish. Every *occupant* of a structure shall dispose of all *rubbish* in a clean and sanitary manner by placing such *rubbish* in *approved* containers.

308.2.1 Rubbish storage facilities. The *owner* of every occupied *premises* shall supply *approved* covered containers for *rubbish*, and the *owner* of the *premises* shall be responsible for the removal of *rubbish*.

308.2.2 Refrigerators. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on *premises* without first removing the doors.

308.3 Disposal of garbage. Every *occupant* of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an *approved* garbage disposal facility or *approved* garbage containers.

308.3.1 Garbage facilities. The *owner* of every dwelling shall supply one of the following: an *approved* mechanical food waste grinder in each *dwelling unit*; an *approved* incinerator unit in the structure available to the *occupants* in each *dwelling unit*; or an *approved* leakproof, covered, outside garbage container.

308.3.2 Containers. The *operator* of every establishment producing garbage shall provide, and at all times cause to be utilized, *approved* leakproof containers provided with close-fitting covers for the storage of such materials until removed from the *premises* for disposal.

SECTION 309 PEST ELIMINATION

309.1 Infestation. Structures shall be kept free from insect and rodent *infestation*. Structures in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After pest

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elimination, proper precautions shall be taken to prevent reinfestation.

309.2 Owner. The *owner* of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

309.3 Single occupant. The *occupant* of a one-family dwelling or of a single-*tenant* nonresidential structure shall be responsible for pest elimination on the *premises*.

309.4 Multiple occupancy. The *owner* of a structure containing two or more *dwelling units*, a multiple *occupancy*, a *rooming house* or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and *exterior property*. If *infestation* is caused by failure of an *occupant* to prevent such *infestation* in the area occupied, the *occupant* and *owner* shall be responsible for pest elimination.

309.5 Occupant. The *occupant* of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the *infestations* are caused by defects in the structure, the *owner* shall be responsible for pest elimination.

CHAPTER 4

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

User note:

About this chapter: Chapter 4 sets forth requirements to establish the minimum environment for occupiable and habitable buildings by establishing the minimum criteria for light and ventilation and identifying occupancy limitations including minimum room width and area, minimum ceiling height and restrictions to prevent overcrowding.

SECTION 401 GENERAL

401.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for light, *ventilation* and space for occupying a structure.

401.2 Responsibility. The *owner* of the structure shall provide and maintain light, *ventilation* and space conditions in compliance with these requirements. A person shall not occupy as *owner-occupant*, or permit another person to occupy, any *premises* that do not comply with the requirements of this chapter.

401.3 Alternative devices. In lieu of the means for natural light and *ventilation* herein prescribed, artificial light or mechanical *ventilation* complying with the *International Building Code* shall be permitted.

SECTION 402 LIGHT

402.1 Habitable spaces. Every *habitable space* shall have not less than one window of *approved* size facing directly to the outdoors or to a court. The minimum total glazed area for every *habitable space* shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, or not less than 25 square feet (2.33 m²), whichever is greater. The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways. Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with not less than a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, interior and exterior means of egress, stairways

shall be illuminated at all times the building space served by the means of egress is occupied with not less than 1 footcandle (11 lux) at floors, landings and treads.

402.3 Other spaces. Other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe *occupancy* of the space and utilization of the appliances, equipment and fixtures.

SECTION 403 VENTILATION

403.1 Habitable spaces. Every *habitable space* shall have not less than one openable window. The total openable area of the window in every room shall be equal to not less than 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The *ventilation* openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms. Every *bathroom* and *toilet room* shall comply with the *ventilation* requirements for *habitable spaces* as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical *ventilation* system. Air exhausted by a mechanical *ventilation* system from a *bathroom* or *toilet room* shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities. Unless *approved* through the certificate of *occupancy*, cooking shall not be permitted in any *rooming unit* or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the *rooming unit* or dormitory unit.

Exceptions:

1. Where specifically *approved* in writing by the *code official*.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust *ventilation* system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

403.5 Clothes dryer exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

Exception: Listed and *labeled* condensing (ductless) clothes dryers.

SECTION 404 OCCUPANCY LIMITATIONS

404.1 Privacy. *Dwelling units*, hotel units, *housekeeping units*, *rooming units* and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths. A habitable room, other than a kitchen, shall be not less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights. *Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and habitable *basement* areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not greater than 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

404.4 Bedroom and living room requirements. Every *bedroom* and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area. Every living room shall contain not less than 120 square feet (11.2 m²) and every bedroom shall contain not less than 70 square feet (6.5 m²) and every bedroom occupied by more than one person shall contain not less than 50 square feet (4.6 m²) of floor area for each occupant thereof.

404.4.2 Access from bedrooms. *Bedrooms* shall not constitute the only means of access to other *bedrooms* or *habitable spaces* and shall not serve as the only means of egress from other *habitable spaces*.

Exception: Units that contain fewer than two *bedrooms*.

404.4.3 Water closet accessibility. Every *bedroom* shall have access to not less than one water closet and one lavatory without passing through another *bedroom*. Every *bedroom* in a *dwelling unit* shall have access to not less than one water closet and lavatory located in the same story as the *bedroom* or an adjacent story.

404.4.4 Prohibited occupancy. Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements. *Bedrooms* shall comply with the applicable provisions of this code including, but not limited to, the light, *ventilation*, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding. *Dwelling units* shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

TABLE 404.5
MINIMUM AREA REQUIREMENTS

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room ^{a, b}	120	120	150
Dining room ^{a, b}	No requirement	80	100
Bedrooms	Shall comply with Section 404.4.1		

For SI: 1 square foot = 0.0929 m².

a. See Section 404.5.2 for combined living room/dining room spaces.

b. See Section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.

404.5.1 Sleeping area. The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. Sleeping areas shall comply with Section 404.4.

404.5.2 Combined spaces. Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m²). A unit occupied by not more than two *occupants* shall have a minimum clear floor area of 220 square feet (20.4 m²). A unit occupied by three *occupants* shall have a minimum clear floor area of 320 square feet (29.7 m²). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches (762 mm)

in front. Light and *ventilation* conforming to this code shall be provided.

3. The unit shall be provided with a separate *bathroom* containing a water closet, lavatory and bathtub or shower.
4. The maximum number of *occupants* shall be three.

404.7 Food preparation. Spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

CHAPTER 5

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

User note:

About this chapter: Chapter 5 establishes minimum sanitary and clean conditions in occupied buildings by containing requirements for the installation, maintenance and location of plumbing systems and facilities, including the water supply system, water heating appliances, sewage disposal systems and related plumbing fixtures. Chapter 5 includes requirements for providing potable water to a building and the basic fixtures to effectively utilize and dispose of that water.

SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility. The *owner* of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any structure or *premises* that does not comply with the requirements of this chapter.

SECTION 502 REQUIRED FACILITIES

[P] 502.1 Dwelling units. Every *dwelling unit* shall contain its own bathtub or shower, lavatory, water closet and kitchen sink that shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

[P] 502.2 Rooming houses. Not less than one water closet, lavatory and bathtub or shower shall be supplied for each four *rooming units*.

[P] 502.3 Hotels. Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each 10 *occupants*.

[P] 502.4 Employees' facilities. Not less than one water closet, one lavatory and one drinking facility shall be available to employees.

[P] 502.4.1 Drinking facilities. Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in *toilet rooms* or *bathrooms*.

[P] 502.5 Public toilet facilities. Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the *International Plumbing Code*. Except for periodic maintenance or cleaning, public access and use shall

be provided to the toilet facilities at all times during *occupancy* of the *premises*.

SECTION 503 TOILET ROOMS

[P] 503.1 Privacy. *Toilet rooms* and *bathrooms* shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared *bathrooms* and *toilet rooms* in a multiple dwelling.

[P] 503.2 Location. *Toilet rooms* and *bathrooms* serving hotel units, *rooming units* or dormitory units or *housekeeping units*, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

[P] 503.3 Location of employee toilet facilities. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

[P] 503.4 Floor surface. In other than *dwelling units*, every *toilet room* floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 504 PLUMBING SYSTEMS AND FIXTURES

[P] 504.1 General. Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

[P] 504.2 Fixture clearances. Plumbing fixtures shall have adequate clearances for usage and cleaning.

[P] 504.3 Plumbing system hazards. Where it is found that a plumbing system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, *deterioration* or damage or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

SECTION 505 WATER SYSTEM

[P] 505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *International Plumbing Code*.

[P] 505.2 Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

[P] 505.3 Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

[P] 505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature not less than 110°F (43°C). A gas-burning water heater shall not be located in any *bathroom, toilet room, bedroom* or other occupied room normally kept closed, unless adequate combustion air is provided. An *approved* combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

[P] 505.5 Nonpotable water reuse systems. Nonpotable water reuse systems and rainwater collection and conveyance systems shall be maintained in a safe and sanitary condition. Where such systems are not properly maintained, the systems shall be repaired to provide for safe and sanitary conditions, or the system shall be abandoned in accordance with Section 505.5.1.

[P] 505.5.1 Abandonment of systems. Where a nonpotable water reuse system or a rainwater collection and distribution system is not maintained or the owner ceases use of the system, the system shall be abandoned in accordance with Section 1301.10 of the *International Plumbing Code*.

SECTION 506 SANITARY DRAINAGE SYSTEM

[P] 506.1 General. Plumbing fixtures shall be properly connected to either a public sewer system or to an *approved* private sewage disposal system.

[P] 506.2 Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

[P] 506.3 Grease interceptors. Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the *code official*.

SECTION 507 STORM DRAINAGE

[P] 507.1 General. Drainage of roofs and paved areas, *yards* and courts, and other open areas on the *premises* shall not be discharged in a manner that creates a public nuisance.

CHAPTER 6

MECHANICAL AND ELECTRICAL REQUIREMENTS

User note:

About this chapter: Chapter 6 establishes minimum performance requirements for heating, electrical and mechanical facilities serving existing structures, such as heating and air-conditioning equipment, appliances and their supporting systems; water heating equipment, appliances and systems; cooking equipment and appliances; ventilation and exhaust equipment; gas and liquid fuel distribution piping and components; fireplaces and solid fuel-burning appliances; chimneys and vents; electrical services; lighting fixtures; electrical receptacle outlets; electrical distribution system equipment, devices and wiring; and elevators, escalators and dumbwaiters.

SECTION 601 GENERAL

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility. The *owner* of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that does not comply with the requirements of this chapter.

SECTION 602 HEATING FACILITIES

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat supply. Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor

design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.

2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603 MECHANICAL EQUIPMENT

603.1 Mechanical equipment and appliances. Mechanical equipment, appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products. Fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

Exception: Fuel-burning equipment and appliances that are *labeled* for unvented operation.

603.3 Clearances. Required clearances to combustible materials shall be maintained.

603.4 Safety controls. Safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air. A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the

MECHANICAL AND ELECTRICAL REQUIREMENTS

fuel-burning equipment shall be provided for the fuel-burning equipment.

603.6 Energy conservation devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

SECTION 604 ELECTRICAL FACILITIES

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

604.3.1 Abatement of electrical hazards associated with water exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

604.3.1.1 Electrical equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated not more than 600 volts or less.
2. Busway, rated not more than 600 volts.
3. Panelboards, rated not more than 600 volts.
4. Switchboards, rated not more than 600 volts.
5. Fire pump controllers, rated not more than 600 volts.
6. Manual and magnetic motor controllers.
7. Motor control centers.

8. Alternating current high-voltage circuit breakers.
9. Low-voltage power circuit breakers.
10. Protective relays, meters and current transformers.
11. Low- and medium-voltage switchgear.
12. Liquid-filled transformers.
13. Cast-resin transformers.
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water.
15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water.
16. Luminaires that are listed as submersible.
17. Motors.
18. Electronic control, signaling and communication equipment.

604.3.2 Abatement of electrical hazards associated with fire exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

604.3.2.1 Electrical equipment. Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

SECTION 605 ELECTRICAL EQUIPMENT

605.1 Installation. Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

605.2 Receptacles. Every *habitable space* in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain not less than one receptacle. Any new *bathroom* receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.3 Luminaires. Every public hall, interior stairway, *toilet room*, kitchen, *bathroom*, laundry room, boiler room and furnace room shall contain not less than one electric luminaire.

Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

605.4 Wiring. Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

SECTION 606

ELEVATORS, ESCALATORS AND DUMBWAITERS

606.1 General. Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the building *operator* or be posted in a publicly conspicuous location *approved* by the *code official*. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

606.2 Elevators. In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

SECTION 607

DUCT SYSTEMS

607.1 General. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

CHAPTER 7

FIRE SAFETY REQUIREMENTS

User note:

About this chapter: Chapter 7 establishes fire safety requirements for existing structures by containing requirements for means of egress, including path of travel, required egress width, means of egress doors and emergency escape openings, and for the maintenance of fire-resistance-rated assemblies, fire protection systems, and carbon monoxide alarm and detection systems.

SECTION 701 GENERAL

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior *premises*, including fire safety facilities and equipment to be provided.

701.2 Responsibility. The *owner* of the *premises* shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that do not comply with the requirements of this chapter.

SECTION 702 MEANS OF EGRESS

[F] 702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the *public way*. Means of egress shall comply with the *International Fire Code*.

[F] 702.2 Aisles. The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

[F] 702.3 Locked doors. Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

[F] 702.4 Emergency escape openings. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided that the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

SECTION 703 FIRE-RESISTANCE RATINGS

[F] 703.1 Fire-resistance-rated assemblies. The provisions of this chapter shall govern maintenance of the materials, systems and assemblies used for structural fire resistance and fire-resistance-rated construction separation of adjacent spaces to safeguard against the spread of fire and smoke within a building and the spread of fire to or from buildings.

[F] 703.2 Unsafe conditions. Where any components are not maintained and do not function as intended or do not have the fire resistance required by the code under which the building was constructed or altered, such components or portions thereof shall be deemed unsafe conditions in accordance with Section 111.1.1 of the *International Fire Code*. Components or portions thereof determined to be unsafe shall be repaired or replaced to conform to that code under which the building was constructed or altered. Where the condition of components is such that any building, structure or portion thereof presents an imminent danger to the occupants of the building, structure or portion thereof, the fire code official shall act in accordance with Section 111.2 of the *International Fire Code*.

[F] 703.3 Maintenance. The required fire-resistance rating of fire-resistance-rated construction, including walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and joint systems, shall be maintained. Such elements shall be visually inspected annually by the owner and repaired, restored or replaced where damaged, altered, breached or penetrated. Records of inspections and repairs shall be maintained. Where concealed, such elements shall not be required to be visually inspected by the owner unless the concealed space is accessible by the removal or movement of a panel, access door, ceiling tile or entry to the space. Openings made therein for the passage of pipes, electrical conduit, wires, ducts, air transfer and any other reason shall be protected with approved methods capable of resisting the passage of smoke and fire. Openings through fire-resistance-rated assemblies shall be protected by self- or automatic-closing doors of approved construction meeting the fire protection requirements for the assembly.

[F] 703.3.1 Fire blocking and draft stopping. Required fire blocking and draft stopping in combustible concealed spaces shall be maintained to provide continuity and integrity of the construction.

[F] 703.3.2 Smoke barriers and smoke partitions. Required smoke barriers and smoke partitions shall be maintained to prevent the passage of smoke. Openings protected with approved smoke barrier doors or smoke dampers shall be maintained in accordance with NFPA 105.

[F] 703.3.3 Fire walls, fire barriers, and fire partitions. Required fire walls, fire barriers and fire partitions shall be maintained to prevent the passage of fire. Openings protected with approved doors or fire dampers shall be maintained in accordance with NFPA 80.

[F] 703.4 Opening protectives. Opening protectives shall be maintained in an operative condition in accordance with NFPA 80. The application of field-applied labels associated with the maintenance of opening protectives shall follow the requirements of the approved third-party certification organization accredited for listing the opening protective. Fire doors and smoke barrier doors shall not be blocked or obstructed, or otherwise made inoperable. Fusible links shall be replaced whenever fused or damaged. Fire door assemblies shall not be modified.

[F] 703.4.1 Signs. Where required by the code official, a sign shall be permanently displayed on or near each fire door in letters not less than 1 inch (25 mm) high to read as follows:

1. For doors designed to be kept normally open: FIRE DOOR – DO NOT BLOCK.
2. For doors designed to be kept normally closed: FIRE DOOR – KEEP CLOSED.

[F] 703.4.2 Hold-open devices and closers. Hold-open devices and automatic door closers shall be maintained. During the period that such a device is out of service for repairs, the door it operates shall remain in the closed position.

[F] 703.4.3 Door operation. Swinging fire doors shall close from the full-open position and latch automatically. The door closer shall exert enough force to close and latch the door from any partially open position.

[F] 703.5 Ceilings. The hanging and displaying of salable goods and other decorative materials from acoustical ceiling systems that are part of a fire-resistance-rated horizontal assembly shall be prohibited.

[F] 703.6 Testing. Horizontal and vertical sliding and rolling fire doors shall be inspected and tested annually to confirm operation and full closure. Records of inspections and testing shall be maintained.

[F] 703.7 Vertical shafts. Interior vertical shafts, including stairways, elevator hoistways and service and utility shafts, which connect two or more stories of a building shall be enclosed or protected as required in Chapter 11 of the *International Fire Code*. New floor openings in existing buildings shall comply with the *International Building Code*.

[F] 703.8 Opening protective closers. Where openings are required to be protected, opening protectives shall be maintained self-closing or automatic-closing by smoke detection. Existing fusible-link-type automatic door-closing devices shall be replaced if the fusible link rating exceeds 135°F (57°C).

SECTION 704 FIRE PROTECTION SYSTEMS

[F] 704.1 Inspection, testing and maintenance. Fire detection, alarm and extinguishing systems, mechanical smoke exhaust systems, and smoke and heat vents shall be maintained in accordance with the *International Fire Code* in an operative condition at all times, and shall be replaced or repaired where defective.

[F] 704.1.1 Installation. Fire protection systems shall be maintained in accordance with the original installation standards for that system. Required systems shall be extended, altered or augmented as necessary to maintain and continue protection where the building is altered or enlarged. Alterations to fire protection systems shall be done in accordance with applicable standards.

[F] 704.1.2 Required fire protection systems. Fire protection systems required by this code, the *International Fire Code* or the *International Building Code* shall be installed, repaired, operated, tested and maintained in accordance with this code. A fire protection system for which a design option, exception or reduction to the provisions of this code, the *International Fire Code* or the *International Building Code* has been granted shall be considered to be a required system.

[F] 704.1.3 Fire protection systems. Fire protection systems shall be inspected, maintained and tested in accordance with the following *International Fire Code* requirements.

1. Automatic sprinkler systems, see Section 903.5.
2. Automatic fire-extinguishing systems protecting commercial cooking systems, see Section 904.12.5.
3. Automatic water mist extinguishing systems, see Section 904.11.
4. Carbon dioxide extinguishing systems, see Section 904.8.
5. Carbon monoxide alarms and carbon monoxide detection systems, see Section 915.6.
6. Clean-agent extinguishing systems, see Section 904.10.
7. Dry-chemical extinguishing systems, see Section 904.6.
8. Fire alarm and fire detection systems, see Section 907.8.
9. Fire department connections, see Sections 912.4 and 912.7.
10. Fire pumps, see Section 913.5.
11. Foam extinguishing systems, see Section 904.7.
12. Halon extinguishing systems, see Section 904.9.

13. Single- and multiple-station smoke alarms, see Section 907.10.
14. Smoke and heat vents and mechanical smoke removal systems, see Section 910.5.
15. Smoke control systems, see Section 909.20.
16. Wet-chemical extinguishing systems, see Section 904.5.

[F] 704.2 Standards. Fire protection systems shall be inspected, tested and maintained in accordance with the referenced standards listed in Table 704.2 and as required in this section.

**TABLE 704.2
FIRE PROTECTION SYSTEM MAINTENANCE STANDARDS**

SYSTEM	STANDARD
Portable fire extinguishers	NFPA 10
Carbon dioxide fire-extinguishing system	NFPA 12
Halon 1301 fire-extinguishing systems	NFPA 12A
Dry-chemical extinguishing systems	NFPA 17
Wet-chemical extinguishing systems	NFPA 17A
Water-based fire protection systems	NFPA 25
Fire alarm systems	NFPA 72
Smoke and heat vents	NFPA 204
Water-mist systems	NFPA 750
Clean-agent extinguishing systems	NFPA 2001

[F] 704.2.1 Records. Records shall be maintained of all system inspections, tests and maintenance required by the referenced standards.

[F] 704.2.2 Records information. Initial records shall include the: name of the installation contractor; type of components installed; manufacturer of the components; location and number of components installed per floor; and manufacturers' operation and maintenance instruction manuals. Such records shall be maintained for the life of the installation.

[F] 704.3 Systems out of service. Where a required fire protection system is out of service, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, either the building shall be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with not less than one approved means for notification of the fire department and shall not have duties beyond performing constant patrols of the protected premises and keeping watch for fires. Actions shall be taken in accordance with Section 901 of the *International Fire Code* to bring the systems back in service.

[F] 704.3.1 Emergency impairments. Where unplanned impairments of fire protection systems occur, appropriate emergency action shall be taken to minimize potential injury and damage. The impairment coordinator shall implement the steps outlined in Section 901.7.4 of the *International Fire Code*.

[F] 704.4 Removal of or tampering with equipment. It shall be unlawful for any person to remove, tamper with or otherwise disturb any fire hydrant, fire detection and alarm system, fire suppression system or other fire appliance required by this code except for the purposes of extinguishing fire, training, recharging or making necessary repairs.

[F] 704.4.1 Removal of or tampering with appurtenances. Locks, gates, doors, barricades, chains, enclosures, signs, tags and seals that have been installed by or at the direction of the fire code official shall not be removed, unlocked, destroyed or tampered with in any manner.

[F] 704.4.2 Removal of existing occupant-use hose lines. The fire code official is authorized to permit the removal of existing occupant-use hose lines where all of the following apply:

1. The installation is not required by the *International Fire Code* or the *International Building Code*.
2. The hose line would not be utilized by trained personnel or the fire department.
3. The remaining outlets are compatible with local fire department fittings.

[F] 704.4.3 Termination of monitoring service. For fire alarm systems required to be monitored by the *International Fire Code*, notice shall be made to the fire code official whenever alarm monitoring services are terminated. Notice shall be made in writing by the provider of the monitoring service being terminated.

[F] 704.5 Fire department connection. Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an *approved* sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire code official.

[F] 704.5.1 Fire department connection access. Ready access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or movable object. Access to fire department connections shall be approved by the fire chief.

Exception: Fences, where provided with an access gate equipped with a sign complying with the legend requirements of Section 912.5 of the *International Fire Code* and a means of emergency operation. The gate and the means of emergency operation shall be approved by the fire chief and maintained operational at all times.

[F] 704.5.2 Clear space around connections. A working space of not less than 36 inches (914 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height shall be provided and maintained in front of and to the sides of wall-mounted fire department connections and around the circumference of free-standing fire department connections.

[F] 704.6 Single- and multiple-station smoke alarms. Single- and multiple-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.6.1 through 704.6.3.

[F] 704.6.1 Where required. Existing Group I-1 and R occupancies shall be provided with single-station smoke alarms in accordance with Sections 704.6.1.1 through 704.6.1.4. Interconnection and power sources shall be in accordance with Sections 704.6.2 and 704.6.3.

Exceptions:

1. Where the code that was in effect at the time of construction required smoke alarms and smoke alarms complying with those requirements are already provided.
2. Where smoke alarms have been installed in occupancies and dwellings that were not required to have them at the time of construction, additional smoke alarms shall not be required provided that the existing smoke alarms comply with requirements that were in effect at the time of installation.
3. Where smoke detectors connected to a fire alarm system have been installed as a substitute for smoke alarms.

[F] 704.6.1.1 Group R-1. Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

1. In sleeping areas.
2. In every room in the path of the *means of egress* from the sleeping area to the door leading from the *sleeping unit*.
3. In each story within the *sleeping unit*, including basements. For *sleeping units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

[F] 704.6.1.2 Groups R-2, R-3, R-4 and I-1. Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of *occupant load* at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a *dwelling unit*, including basements but not including crawl spaces and uninhabitable attics. In *dwellings* or *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

[F] 704.6.1.3 Installation near cooking appliances. Smoke alarms shall not be installed in the following

locations unless this would prevent placement of a smoke alarm in a location required by Section 704.6.1.1 or 704.6.1.2.

1. Ionization smoke alarms shall not be installed less than 20 feet (6096 mm) horizontally from a permanently installed cooking appliance.
2. Ionization smoke alarms with an alarm-silencing switch shall not be installed less than 10 feet (3048 mm) horizontally from a permanently installed cooking appliance.
3. Photoelectric smoke alarms shall not be installed less than 6 feet (1829 mm) horizontally from a permanently installed cooking appliance.

[F] 704.6.1.4 Installation near bathrooms. Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a bathroom that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by Section 704.6.1.1 or 704.6.1.2.

[F] 704.6.2 Interconnection. Where more than one smoke alarm is required to be installed within an individual *dwelling* or *sleeping unit*, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings that are not undergoing *alterations*, repairs or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where *alterations* or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for interconnection without the removal of interior finishes.

[F] 704.6.3 Power source. Single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for over-current protection.

Exceptions:

1. Smoke alarms are permitted to be solely battery operated in existing buildings where construction is not taking place.
2. Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source.

3. Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing *alterations* or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available that could provide access for building wiring without the removal of interior finishes.

[F] 704.6.4 Smoke detection system. Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single- and multiple-station smoke alarms and shall comply with the following:

1. The fire alarm system shall comply with all applicable requirements in Section 907 of the *International Fire Code*.
2. Activation of a smoke detector in a dwelling or sleeping unit shall initiate alarm notification in the *dwelling* or *sleeping unit* in accordance with Section 907.5.2 of the *International Fire Code*.
3. Activation of a smoke detector in a *dwelling* or *sleeping unit* shall not activate alarm notification appliances outside of the *dwelling* or *sleeping unit*, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.6 of the *International Fire Code*.

[F] 704.7 Single- and multiple-station smoke alarms. Single- and multiple-station smoke alarms shall be tested and maintained in accordance with the manufacturer's instructions. Smoke alarms that do not function shall be replaced. Smoke alarms installed in one- and two-family dwellings shall be replaced not more than 10 years from the date of manufacture marked on the unit, or shall be replaced if the date of manufacture cannot be determined.

SECTION 705 CARBON MONOXIDE ALARMS AND DETECTION

[F] 705.1 General. Carbon monoxide alarms shall be installed in dwellings in accordance with Section 1103.9 of the *International Fire Code*, except that alarms in dwellings covered by the *International Residential Code* shall be installed in accordance with Section R315 of that code.

[F] 705.2 Carbon monoxide alarms and detectors. Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 720. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.

CHAPTER 8

REFERENCED STANDARDS

User note:

About this chapter: This code contains numerous references to standards promulgated by other organizations that are used to provide requirements for materials and methods of construction. Chapter 8 contains a comprehensive list of all standards that are referenced in this code. These standards, in essence, are part of this code to the extent of the reference to the standard.

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.7.

ASME

American Society of Mechanical Engineers
Two Park Avenue
New York, NY 10016-5990

ASME A17.1—2016/CSA B44—16: Safety Code for Elevators and Escalators
606.1

ASTM

ASTM International
100 Barr Harbor Drive, P.O. Box C700
West Conshohocken, PA 19428-2959

F1346—91 (2010): Performance Specifications for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs
303.2

ICC

International Code Council
500 New Jersey Avenue, NW
6th Floor
Washington, DC 20001

IBC—18: International Building Code®
102.3, 201.3, 304.1.1, 305.1.1, 306.1.1, 401.3, 604.3.1.1, 604.3.2.1, 702.3, 704.4.2

IECC—18: International Energy Conservation Code®
102.3

IEBC—18: International Existing Building Code®
102.3, 201.3, 304.1.1, 305.1.1, 306.1.1

IFC—18: International Fire Code®
102.3, 201.3, 604.3.1.1, 702.1, 702.2, 704.1, 704.1.2, 704.1.3, 704.3, 704.3.1,
704.4.2, 704.4.3, 704.5.1, 704.6.4, 705.1

IFGC—18: International Fuel Gas Code®
102.3, 201.3

IMC—18: International Mechanical Code®
102.3, 201.3

IPC—18: International Plumbing Code®
102.3, 201.3, 502.5, 505.1, 505.5.1, 602.2, 602.3

IRC—18: International Residential Code®
102.3, 201.3

IZC—18: International Zoning Code®
102.3, 201.3

NFPA

National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02169-7471

- 10—17: Standard for Portable Fire Extinguishers**
Table 704.2
- 12—15: Standard on Carbon Dioxide Extinguishing Systems**
Table 704.2
- 12A—15: Standard on Halon 1301 Fire Extinguishing Systems**
Table 704.2
- 17—17: Standard for Dry Chemical Extinguishing Systems**
Table 704.2
- 17A—17: Standard for Wet Chemical Extinguishing Systems**
Table 704.2
- 25—17: Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems**
Table 704.2
- 70—17: National Electrical Code**
102.3, 201.3, 604.2
- 72—16: National Fire Alarm and Signaling Code**
Table 704.2
- 80—16: Standard for Fire Doors and Other Opening Protectives**
703.3.3, 703.4
- 105—16: Standard for Smoke Door Assemblies and Other Opening Protectives**
703.3.2
- 204—15: Standard for Smoke and Heat Venting**
Table 704.2
- 720—15: Standard for the Installation of Carbon Monoxide (CO) Detection and Warning Equipment**
[F] 705.2
- 750—14: Standard on Water Mist Fire Protection Systems**
Table 704.2
- 2001—15: Standard on Clean Agent Fire Extinguishing Systems**
Table 704.2

UL

Underwriters Laboratories, LLC
333 Pfingsten Road
Northbrook, IL 60062

- 268—09: Smoke Detectors for Fire Alarm Systems**
704.6.4

APPENDIX A

BOARDING STANDARD

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this appendix: Appendix A provides minimum specifications for boarding a structure. This can be utilized by a jurisdiction as a set of minimum requirements in order to result in consistent boarding quality. These requirements also provide a reasonable means to eliminate having to approve numerous methods or materials for the boarding and securing of a structure. It is important to note that the provisions of Appendix A are not mandatory unless specifically referenced in the adopting ordinance of the authority having jurisdiction.

A101 GENERAL

A101.1 General. Windows and doors shall be boarded in an *approved* manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

A102 MATERIALS

A102.1 Boarding sheet material. Boarding sheet material shall be minimum $\frac{1}{2}$ -inch-thick (12.7 mm) wood structural panels complying with the *International Building Code*.

A102.2 Boarding framing material. Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the *International Building Code*.

A102.3 Boarding fasteners. Boarding fasteners shall be minimum $\frac{3}{8}$ -inch-diameter (9.5 mm) carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the *International Building Code*.

A103 INSTALLATION

A103.1 Boarding installation. The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5.

A103.2 Boarding sheet material. The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

A103.3 Windows. The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches (152 mm) minimum above the bottom and below the top of the window opening. The framing and boarding shall be pre-

drilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

A103.4 Door walls. The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at a maximum of 24 inches (610 mm) on center. Blocking shall also be secured at a maximum of 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured with screws and nails alternating every 6 inches (152 mm) on center.

A103.5 Doors. Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an *approved* manner.

A104 REFERENCED STANDARD

IBC—18	International Building Code	A102.1, A102.2, A102.3
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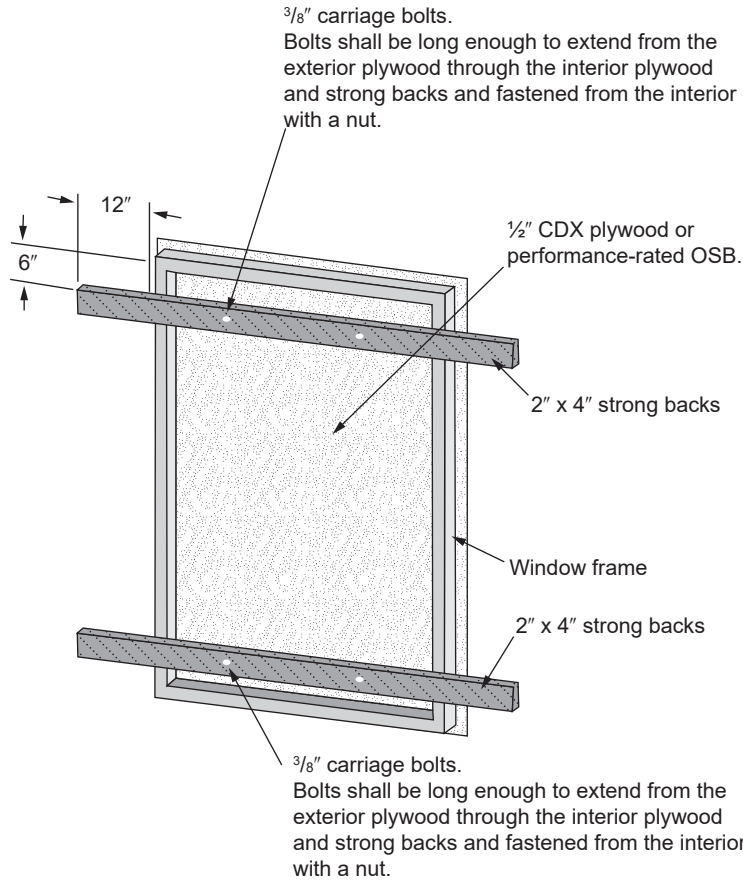
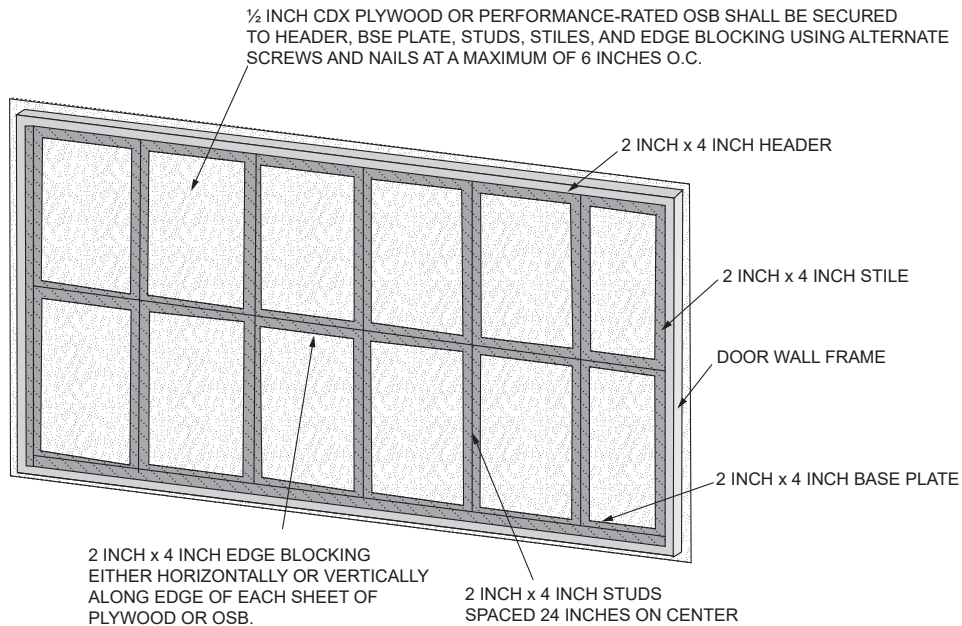


FIGURE A103.1(1)
BOARDING OF DOOR OR WINDOW



For SI: 1 inch = 25.4 mm.

FIGURE A103.1(2)
BOARDING OF DOOR WALL

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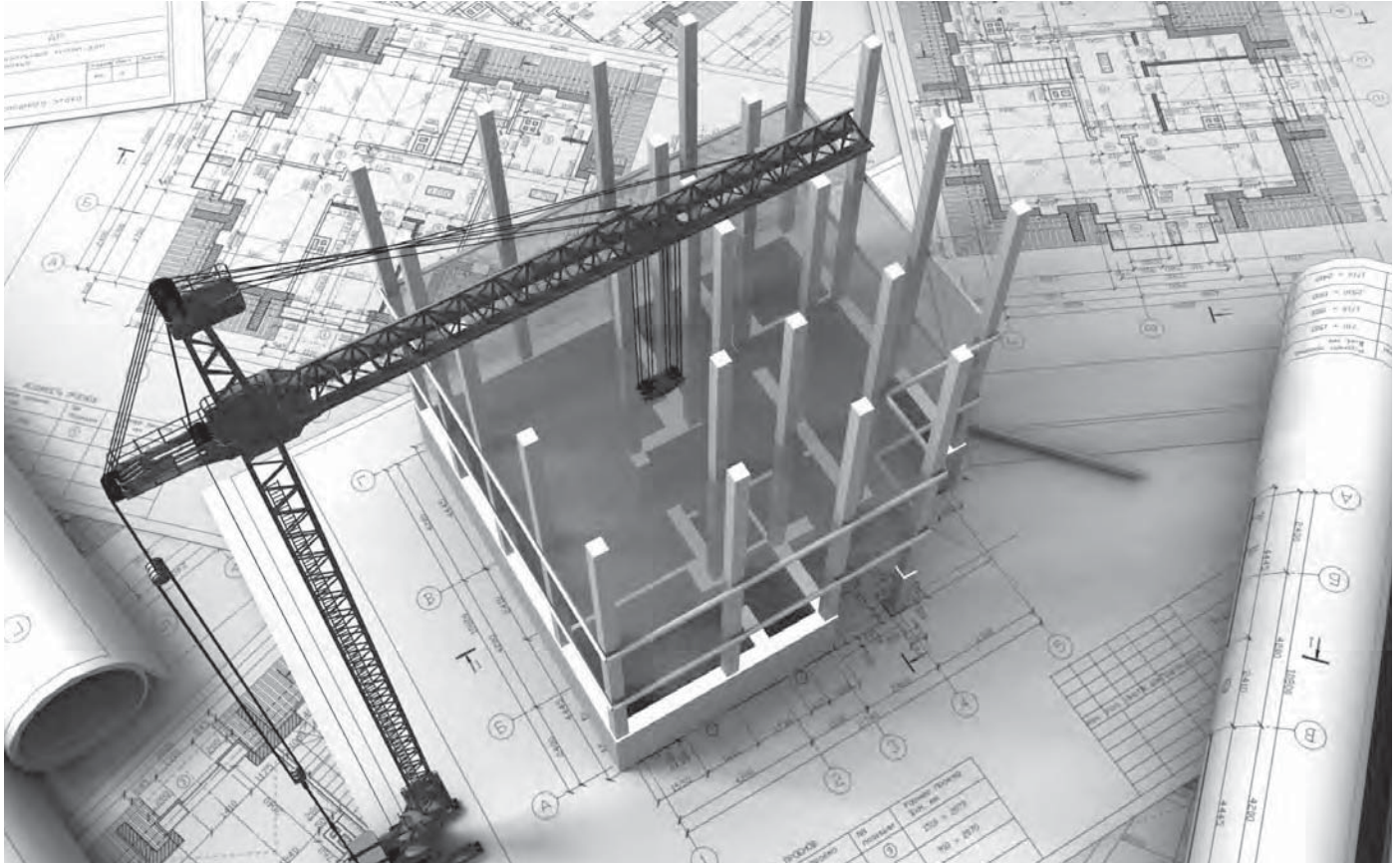


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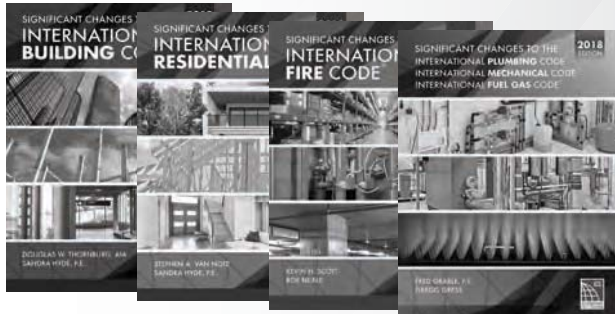
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City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-2

Agenda Date 11/16/2021

Type Worksession

Department Information Services

Title

ISM Security Update

Explanation

Staff will review the attached presentation regarding the City's cyber security.

Attachments

1. ISM Security Update presentation

Colleyville Cybersecurity Program

**City Council Worksession
November 16, 2021**

Cybersecurity Program Goals



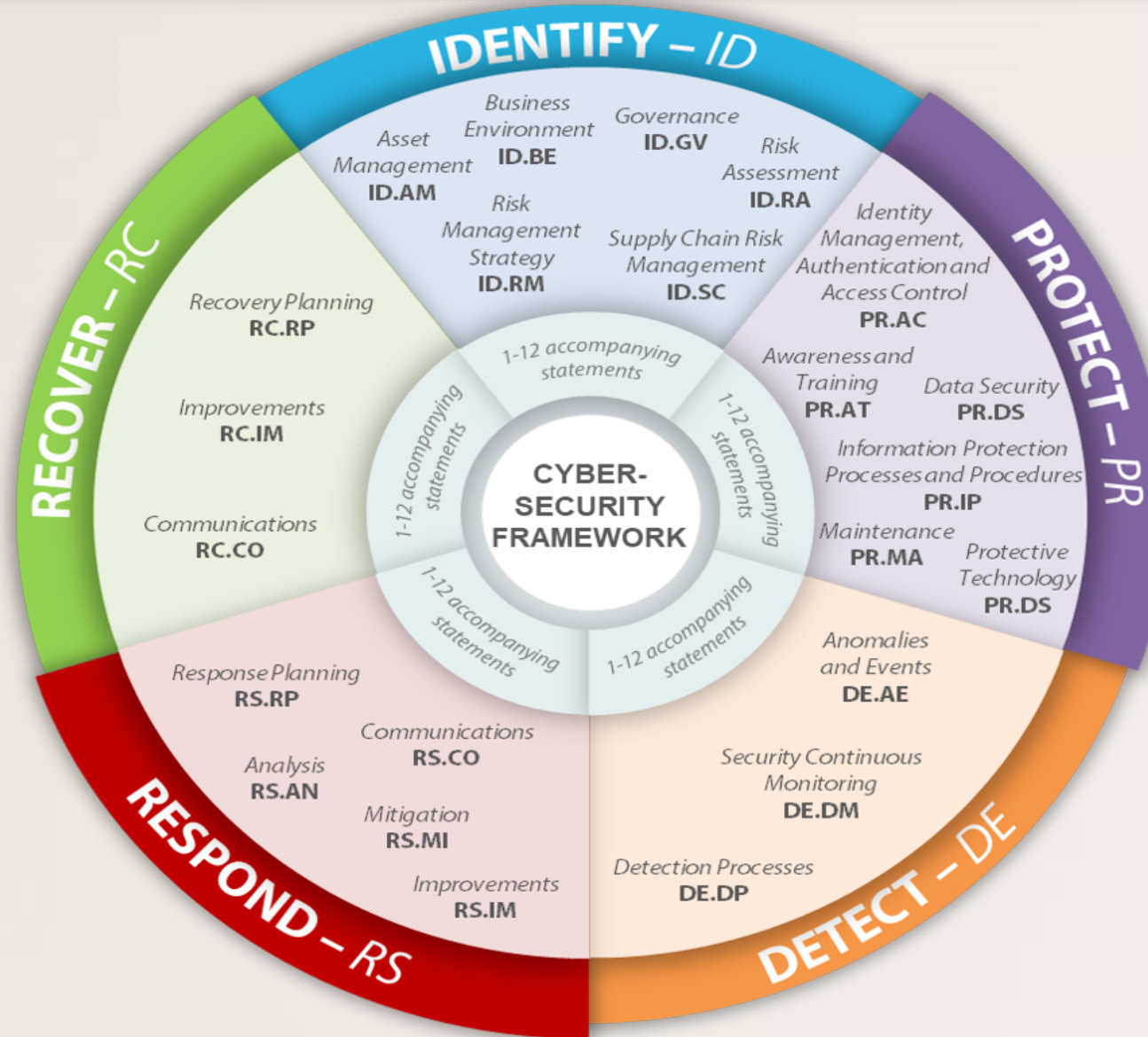
- Build a secure digital workspace for the City of Colleyville end users, application operations, and services for citizens
- Deliver a non-restrictive approach to staff
- Be conscious of an increasingly mobile workforce

NIST Framework



- City of Colleyville follows the National Institute of Standards and Technology (NIST) Cybersecurity Framework since 2014
- The Purpose is to help form a culture to address cybersecurity risk
- Annual Nationwide Cybersecurity Review (NCSR) reporting since 2018 (Federal Grants)

NIST Framework



CIS Controls



- In 2018 Center for Internet Security (CIS) Critical Security Controls (CSC)
- Purpose is to simplify with best practice ***solutions*** with a no-nonsense approach to cybersecurity
- Consists of 18 Critical Security Controls (CSC)

CIS Controls



- CIS1: Inventory and Control of Enterprise
- CIS2: Inventory and Control of Software
- CIS3: Data Protection
- CIS4: Secure Configurations
- CIS5: Account Management
- CIS6: Access Control Management
- CIS7: Vulnerability Management
- CIS8: Audit Log Management
- CIS9: Email and Web and Protections
- CIS10: Malware Defenses
- CIS11: Data Recovery
- CIS12: Network Management
- CIS13: Network Monitoring and Defense
- CIS14: Security Awareness Training
- CIS15: Service Provider Management
- CIS16: Application Security
- CIS17: Incident Response
- CIS18: Pen Testing

Cyber Monitoring



- CIS Multi-State Information Sharing and Center for Analysis (MS-ISAC) Monitors City outside IP's for malicious traffic and worldwide cyber alerts
- Mx toolbox Monitors City Outside web and email application for performance and malicious traffic
- Nessus platform scans for vulnerabilities internally
- Cybersecurity & Infrastructure Security Agency (CISA) @cisa.gov provides daily alerts off of the National Cyber Awareness System

Cyber Training



- 3 Full time IT employees with 70+ years of Infrastructure, Application, and Network experience.
- IT Team have a combined 550 hours security training
- Colleyville employees are on their 5th year of Citywide Security Training

Summary



- Security is implemented 1st on every project
- Weekly internal vulnerability scan
- Federal annual report (NCSR)
- State of Texas mandates annual training for all City employees and Council
- Department of Public Safety Criminal Justice Information Services (CJIS) Audit every three years

Questions and Discussion



City of Colleyville City Council Agenda Briefing

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

Agenda Number
Type Worksession
Department City Secretary

Agenda Date 11/16/2021

Title

Discussion of the November 16, 2021, City Council regular agenda items



City of Colleyville City Council Agenda Briefing

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

Agenda Number

Agenda Date 11/16/2021

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-21-4669

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF NOVEMBER 16, 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 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



City of Colleyville City Council Agenda Briefing

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

Agenda Number 3

Agenda Date 11/16/2021

Type Announcements, Proclamations, and Presentations

Department Fire

Title

CareFlite recognition of the Colleyville Fire Department for three CPR saves - Fire Chief Mark Cantrell, Battalion Chief Jeremy Lewis, and Mayor Richard Newton

Attachments

RESOLUTION R-21-4670

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 16, 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 November 1, 2021
 - b. Approval to purchase a 2020 Komatsu WA200-8 Front End Loader from Kirby Smith Machinery, Inc., an approved vendor through the Sourcewell Cooperative Purchasing Program, in the amount of \$146,431.00, including the trade-in of two pieces of equipment, and authorizing the City Manager to execute the contract
 - c. Approval of a five-year term service agreement with Trane Service Group, utilizing the OMNIA Partners purchasing cooperative, to provide for the inspection, maintenance, and repair of the HVAC system servicing the Colleyville City Hall and Public Library, in an amount not to exceed \$83,724.00, and authorizing the City Manager to execute the agreement
 - d. Approval of a five-year term service agreement with Trane Service Group, utilizing the OMNIA Partners purchasing cooperative, to provide for the inspection, maintenance, and repair of the HVAC system servicing the Justice Center, in an amount not to exceed \$195,362.00, and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

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



City of Colleyville City Council Minutes - Draft

City Hall
100 Main Street
Colleyville, Texas 76034
817. 503.1000
www.colleyville.com

Monday, November 1, 2021

Mayor Richard Newton called the Colleyville City Council Worksession to order on Monday, November 1, 2021, at 5:30 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, Police Chief Michael Miller, Community Development Director Ben Bryner, Public Works Director Ray Silva-Reyes, City Attorney Whitt Wyatt, and Assistant City Secretary Angela Larson.

WS-1 Update on the Northern Gateway

Assistant City Manager Adrienne Lothery introduced Dallas Cothrum, consultant with Omniplan. Mr. Cothrum presented options for site development for the Northern Gateway property, which included the sale, lease, creation of zoning ordinances, and a request for quote.

Mayor Newton stated he believes the City's next step for the Northern Gateway property is creating zoning ordinances and noted that the City has always been prepared to be patient in order to get the development that meets Colleyville's vision. Mayor Newton said the next step is to complete the quality standards expected and build a zoning ordinance which defines the standards for quality, but provides flexibility in what businesses become part of the development. Mr. Cothrum agreed and asked for direction on the next step.

Mr. Cothrum introduced Tip Housewright, plan architect, who presented cost estimates to build the conceptual plan that has been defined. The vision is to create a one of a kind Colleyville destination, and provide civic activity for the Northern Gateway property. Mr. Housewright highlighted the conceptual plan and presented an estimated cost to build the conceptual plan. He noted the cost was high partly due to rising construction costs. The estimate also included costs to build a park and trail.

There was discussion regarding expense per square foot, quality of the design, possible challenges, and sustainability.

Councilmember Kelley and Mayor Newton asked why they are recommending to develop the park as the last part of the project. Mr. Cothrum stated he understands and sees the advantage of developing the park in an early phase.

Mayor Newton stated this project will take some patience, and consideration of needs to include timelines between development, how to add value to the community, and the need to begin zoning.

Councilmember Wheat asked how much of the property was in the flood zone. City Manager Ducay stated it is along the creek and approximately ten to fifteen percent.

WS-2 Discussion of the drainage fee structure and analysis of the impervious area

Public Works Director Ray Silva-Reyes introduced Sol Stigall, Principal with Westra Consultants. Mr. Stigall presented this item with a recap of the drainage utility fees, the Texas Government Code regarding undeveloped land, rate revision based on the impervious area, and the baseline for residential versus nonresidential.

Councilmember Dodson stated the revenue increase ratio should be kept the same, but the residential should be slightly lower than the nonresidential.

Director Silva-Reyes discussed the 15-Year Project Plan to achieve a \$2.6 million dollar increase each year to the CIP budget by raising the baseline to two dollars. There was discussion regarding fee increases in a reasonable timeframe, priority of the projects, and value to the community.

Mayor Newton stated the City will continue its principles of transparency to the public, and achieving value and equality to all. Mayor Pro Tem Lindamood agreed and emphasized the need for communication so the public is aware and understands this process.

Director Silva-Reyes stated they will make the changes discussed, develop public outreach, and then seek further direction. The City Council thanked them.

WS-3 Discussion of changing the dates of the regularly scheduled 2022 City Council Meetings

Assistant City Secretary Angela Larson presented this item and asked for input regarding the second March City Council meeting date. Councilmember Wheat stated March 22, 2022, would be a better date.

WS-4 Discussion of the November 1, 2021, City Council regular agenda items

Mayor Newton noted item 6a has been withdrawn by the applicant and 7a may have a lot of discussion.

Mayor Newton adjourned the worksession at 6:30 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 7:20 p.m.

Mayor Newton called the regular meeting of the City Council to order at 7:33 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: Mayor Pro Tem Bobby Lindamood

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

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 – COVID-19 data continues to trend in a downward trajectory. Presently, Colleyville has 142 active positive cases. Tarrant County beds occupied by COVID patients is 8%, and the 9-county TSA-E region COVID hospitalization is 6.9%. Tarrant County bed availability is 15%, and ventilator availability is 66%. Adult ICU bed availability in Tarrant County is 13%. While the Tarrant County Health community spread level remains at “high”, it is clear the epidemic curve is on the decline (case counts trending downward). Mayor Newton stated he not going to give COVID updates for future meetings unless something changes.

Flag Poles at McPherson Park - Three 35 ft. flagpoles have been installed at McPherson Park, just in time for Veteran’s Day. A landscape bed and lights will be installed over the next few weeks, just in time for the November 11th, Veteran’s Day event, hosted by the Colleyville Garden Club. The event will start at 9:30 a.m. and will be brief, but will acknowledge our gratitude to our veterans.

Peace Together Walk, November 6th – The Peace Together Walk is a public event, which encourages people to put its relationship-building mission into action by linking individuals from diverse communities as they walk together with member organizations and the public. It is a walk from the Mosque on Cheek-Sparger to the Synagogue on Pleasant Run. The walk starts at 2 p.m., but parking is available at the Catholic Church on Tinker and shuttles will start to run at 12:30 p.m. This is sponsored by the Peace Together Coalition, comprised of 21 faith groups and congregations.

Fall Car Show – You’ve asked and we listened, Colleyville introduces its first Fall Car Show Saturday, November 13th from 9 a.m. until noon. Join us on the south parking lot at Colleyville City Hall, 100 Main Street. For those showing a vehicle check-in is 7:00 a.m. - 8:30 a.m. Trophy presentation at noon. We’ll have music, food trucks, free coffee, and fun for all ages. Well behaved, leashed dogs are welcomed as well. The event is free and open to the public.

Farmers’ Market – The next three Farmers’ Markets are scheduled for Sunday, November 7, 14, and 21, from 10:30 a.m. to 1:30 p.m. at the Plaza. Come check out the local vendors and music!

Pleasant Run Restroom - The Pleasant Run Practice Field Restroom is very close to being completed. The project was delayed due to an electric panel, which has

now arrived. Irrigation and a few punch list items will be completed within the next few weeks.

\$35 Dollar Gift Card Program – The City of Colleyville's Gift Card Program will return with gift cards being sent out next week and are good to use until January. The gift card can be presented at participating Colleyville businesses for payment of services. The City is also partnering with the Ministerial Alliance in distributing \$50 Colleyville Cares gift cards to families in need.

November 2nd, Election Day – Tomorrow is the last day to vote. You may vote at City Hall, 100 Main Street, from 7 a.m. to 7 p.m. The ballot consists of eight Texas constitution items and two Tarrant county bond items.

Sidewalk Connectivity Project – The Annual Sidewalk Connectivity Project is about 60% complete. The contractor has completed the Thompson Terrace and Bedford Road (south of Sparger Park) sidewalk, and will start L.D. Lockett this week. The remaining sidewalks to be completed are Bluebonnet and Bandit Trail. This project is anticipated to be completed within 30 to 60 days.

Miss Colleyville/Miss Texas - Mallory Fuller, representing Colleyville in competition, won the title of Miss Texas this summer! Help us give her a proper send-off to Miss America on Saturday, November 6th from 2 - 4 p.m. at the Plaza at City Hall! She will perform her fiddle talent and there will be additional performances from current and past state titleholders. Snacks will be provided and leashed dogs are welcome. We hope to see you there!

Movie In the Plaza – Bring your family and friends to the Plaza on November 18th at 6:30 p.m. for another free movie night! We will show The Greatest Showman. See you there!

Leaf Recycling Program Begins November 13th – Special leaf and Christmas tree recycling collections will return this winter with a few changes. Community Waste Disposal (CWD), Colleyville's trash and recycling provider, will run special collection routes to recycle bagged leaves starting in November. This year's program will be expanded to six collection days, up from four days last year. The special collection days are Saturday, Nov. 13, Nov. 20, Dec. 4, Dec. 11, Dec. 18, and Jan 8, with collections beginning at 8 a.m. CWD will also collect and recycle Christmas trees on the January special collection day.

To participate, residents just need to set out leaves on the designated days. New for 2021, CWD will recycle leaves in any bag; either paper lawn craft bags or plastic bags. If leaf bags are set out prior to the Saturday collections, residents are asked to place leaf bags separately from household trash.

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

Mayor Newton read Resolution R-21-4665 in its entirety.

Public Works Director Ray Silva-Reyes presented items 4b and 4c. Director Silva-Reyes stated the City Hall and Library project highlights will include new carpeting and new seating in council chambers.

Regarding item 4c, Director Silva-Reyes noted this project will involve a drainage component and rehabilitation of the streets as the water lines are installed.

Councilmember Dodson asked about the street repair. Director Silva-Reyes stated yes, the streets will be repaired as they install the water lines and address the drainage.

Mayor Newton opened and closed the public hearing at 7:54 p.m., as there was no one present wishing to speak.

Councilmember Wheat made a motion to approve Resolution R-21-4665, seconded by Mayor Pro Tem Lindamood.

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. 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

Mayor Newton read the caption of Ordinance O-21-2180.

Community Development Director Ben Bryner presented this item and noted the owners intend to demolish and rebuild the house on the lot.

Councilmember Dodson asked if there is a drainage map for the property. Director Bryner stated he does not have a detailed drainage map due to a building permit not being submitted yet.

There was discussion regarding the drainage of the property.

Mayor Newton opened the public hearing at 8:00 p.m.

Brian Chamblee, the applicant, 5704 Lake Jackson Drive, Fort Worth, stated he purchased, cleaned, and would like to get this property rezoned to start the building process.

Mayor Newton closed the public hearing at 8:02 p.m.

This was a first reading; therefore, no action was taken.

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

Mayor Newton read the caption of Ordinance O-21-2181.

Mayor Newton presented this item. Mayor Newton stated a Colleyville and Keller committee reviewed and interviewed the applicants and would like to appoint Carol Montgomery.

City Manager Jerry Ducay noted the compensation is the same as that of the previous judge and interim judge, with a shared cost by both cities.

Mayor Newton noted Judge Montgomery serves as magistrate under Colleyville and Keller, but will have a separate agreement to serve as magistrate for Southlake and Roanoke.

Mayor Newton opened and closed the public hearing at 8:09 p.m. as there was no one present wishing to speak.

This was a first reading; therefore, no action was taken.

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

This item was withdrawn by applicant therefore; this item did not require discussion or action.

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

Mayor Newton read Resolution R-21-4666 in its entirety.

Community Development Director Ben Bryner presented this item and noted the property is unplatted with the intent to demolish the house on the lot and obtain a building permit.

Mayor Newton stated he has questions for the applicant. Director Bryner noted he has not met the applicant and it appears the applicant is not there. Mayor Newton stated he does not support waivers unless it is a special circumstance.

City Manager Jerry Ducay asked if the exhibit shown is an easement or property purchased. Director Bryner answered it is an easement.

Mayor Newton opened and closed the public hearing at 8:19 p.m., as there was no one present wishing to speak.

Councilmember Nakamura made a motion to table Resolution R-21-4666, seconded by Councilmember Dodson.

The motion to table carried by the following vote:

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

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

Mayor Newton read Resolution R-21-4667 in its entirety.

City Attorney Whitt Wyatt presented and noted this item would allow the City to participate in the state's opioid settlement and receive funding.

Mayor Newton asked if the funds would need to be reimbursed or if the City would have to have approval before spending the money. City Attorney Wyatt answered no, the funds will be given to the City to be used appropriately.

There was discussion regarding companies being sued and the established organization to oversee expenditures. Mayor Newton noted the ultimate goal is to help those in need. Councilmember Dodson agreed and noted the importance of education.

Mayor Newton opened and closed the public hearing at 8:31 p.m., as there was no one present wishing to speak.

Councilmember Kelley made a motion to approve Resolution R-21-4667, 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.

8. CITIZEN COMMENTS

Rich DeOtte, 112 Keystone Drive, Southlake, spoke regarding the Tarrant Appraisal District Board of Directors addressing property values and thanked the council for the support.

9. REPORTS

Colleyville Library Board Minutes – August 9, 2021

There was no discussion of this item.

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

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 8:48 p.m.

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

Minutes taken and prepared by:

*Angela Larson
Assistant 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 11/16/2021

Number

Type Resolution

Department Engineering

Title

Approval to purchase a 2020 Komatsu WA200-8 Front End Loader from Kirby Smith Machinery, Inc., an approved vendor through the Sourcewell Cooperative Purchasing Program, in the amount of \$146,431.00, including the trade-in of two pieces of equipment, and authorizing the City Manager to execute the contract

Strategic Plan

2.1 Provide responsive, efficient city services

Explanation

Reading and Public Hearing

This item seeks approval to purchase a 2020 Komatsu WA200-8 Front End Loader from Kirby Smith Machinery, Inc., an approved vendor through the Sourcewell Cooperative Purchasing Program, in the amount of \$146,431.00, for the Department of Public Works, and approval for the disposal of the 1990 Caterpillar 916 Front End Loader and the Gradall XL3300 Excavator.

In order to maintain the City's fleet in an effective and efficient manner, the vehicles are replaced at established milestones. Criteria considered when determining the end of a vehicle's useful life includes, but is not limited to mileage, age, motor hours, past maintenance, and overall condition. Staff performed an assessment on the 1990 front end loader and determined it is beyond its useful life. The Gradall Excavator has a history of excessive maintenance costs and is not beneficial to maintain.

Rather than disposal through the City's equipment auction for the existing Caterpillar 916 front end loader and Gradall XL3300 excavator, staff has negotiated the purchase price of \$146,431.00, including the trade-in value of this equipment, with Kirby Smith Machinery, Inc.

EQUIPMENT

CAT-916 Front End Loader
Gradall XL3300 Excavator

TRADE-IN CREDIT

\$9,127.00
\$27,000.00

In order to receive the most competitive pricing for the equipment, City staff reviewed multiple available cooperative purchasing agreements. The table below shows the pricing available to the City through existing agreements.

	Komatsu WA 200-8	Caterpillar 926 M	John Deer 544P
Warranty	10 years/ 3000 hrs (Komatsu Care) and 5 years/3000 hrs (Premier Warranty)	4 years/2000 hrs (Power Train)	4 years (Power Train & Hydraulics)
Base Quote	\$182,558	\$179,606	\$194,163

Staff is recommending the purchase of the Komatsu WA200-8 due to the extended warranty. If approved, the new equipment will be delivered this winter. The Caterpillar 916 front end loader and the Gradall XL3300 excavator will be considered obsolete and available for trade-in.

Financial Impact

Funding for this replacement equipment is available in the Capital Utility Fund.

Recommendation

Approve

Attachments

1. Front End Loader Presentation
2. Kirby Smith Quote

4b. Front End Loader

Approval to purchase a 2020 Komatsu WA200-8 Front End Loader from Kirby Smith Machinery, Inc. an approved vendor through the Sourcewell Cooperative Purchasing Program, in the amount of \$146,431.00, including the trade-in of two pieces of equipment, and authorizing the City Manager to execute the contract

Rather than disposal through the City's equipment auction for the existing Caterpillar 916 front end loader and Gradall XL3300 excavator, staff has negotiated the purchase price of \$146,431.00, including the trade-in value of this equipment, with Kirby Smith Machinery, Inc.



EQUIPMENT	PURCHASE COST
Komatsu WA200-8 Front End Loader	\$182,558
CAT-916 Front End Loader (Trade-In Value)	(\$9,127)
Gradall XL3300 Excavator (Trade-In Value)	(\$27,000)
Total Purchase Cost Less Trade-In	\$146,431



The Authority in Construction,
Paving and Crane Equipment

www.kirby-smith.com

10/29/2021

Quote #: jmcdonnell-1584

Sourcewell ID# 68623

Mike Norton
CITY OF COLLEYVILLE
100 Main St
Colleyville, TX 76034

Dear Mike Norton:

We are pleased to quote the following for your consideration:

KOMATSU WA200-8 2020 model w/ 0 hours.

The following Factory and Dealer Options are included in the package:

- All Standard Factory Options
- Precleaner, Ride Control,
- Komtrax for life
- Hydraulic Quick Coupler
- 3rd Spool Hydraulics
- 60x60" QC Forks
- 2.75 yd QC Bucket
- Komatsu care for 10 years/ 3000 hours*
- Premier Warranty for 5 year/3000 hours**

List Price	\$242,299.00
Sourcewell contract price 032119-KOM	\$139,806.00
Steel Surcharge	\$4,893.21
Plus options and freight	\$37,858.79
Total Price	\$182,558.00
Less Cat 916 trade	(\$9,127.00)
Less XL3300 trade w/ grapple	(\$27,000.00)
Net Price delivered	\$146,431.00

We believe the equipment as quoted will exceed your expectations. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote Komatsu machinery.

Sincerely,

JAMES MCDONNELL
Governmental Territory Manager
817-378-0600
214-986-5857
jmcdonnell@kirby-smith.com



Subject to all applicable taxes. *This proposal is good for 75 days & subject to availability.

www.kirby-smith.com | 888-861-0219

Oklahoma City * Tulsa * McAlester * Dallas * Fort Worth * Abilene * Amarillo * Lubbock * Odessa * Waco * St. Louis * Kansas City



*The Authority in Construction,
Paving and Crane Equipment*

www.kirby-smith.com

*Services are tracked and monitored by Kirby-Smith. Includes 50 point inspection. Does not include air filters

**No trip charges. Hydraulic hoses and fittings are fully covered for 3 years.

KOMTRAX

KOMTRAX — Knowledge is power. It's the power of having critical information at your fingertips, 24 hours a day, to help you make better daily and long-term strategic decisions. That's one reason Komatsu designed KOMTRAX: to provide you with answers to critical questions about your machines—what they're doing, when they did it, where they're located, how they can be used more efficiently, and when they need to be serviced. With KOMTRAX, owners, managers and operators can monitor machines on the Web; anywhere, anytime. The result is the power to make fact-based decisions having a direct effect on your bottom line through increases in efficiency and productivity, while lowering owning and operating costs.



Product Support -

Komatsu CARE — a complete service and advanced product support solution that we provide to our customers throughout the entire lifecycle of the machine. Every new Komatsu Tier 4i/Tier 4 Final construction machine is covered. The Komatsu CARE program covers all new Komatsu Tier 4i/Tier 4 Final construction equipment, whether rented, leased or purchased. For the first 3 years or 2,000 hours, whichever occurs first, you'll receive:

- Regular service at 500, 1,000, 1,500 and 2,000-hr. intervals
- 50-point inspection by factory-trained technician at each scheduled interval
- Technician labor
- Fluids, oils, coolant, filters and parts (note: engine air filters are NOT included)
- Technician travel to and from your equipment location. The Komatsu Care Program will contribute up to \$300 credit towards travel expenses per visit.
- Tier 4i/Tier 4 Final construction equipment comes standard with two (2) complimentary KDPF exchange units for the first 5 years/unlimited hours.

Service will be performed by a Komatsu Distributor and only Komatsu genuine fluids and filters will be used. Komatsu CARE services are available from every Komatsu Distributor in the US and Canada.

Komatsu CARE Program: Complimentary scheduled maintenance for the first 3 years or 2,000 hours, whichever comes first: 500, 1000, 1500, & 2,000 hour services included. Travel up to 150 miles round trip included.

Komatsu Diesel Particulate Filter: Comes with 2 complimentary KDPF exchange units for the first 5 years / unlimited hours. Suggested service intervals of 4,500 and 9,000 hours or two unplanned times during the 5-year period. Travel time and mileage not included.

Subject to all applicable taxes. 'This proposal is good for 30 days & subject to availability.'

www.kirby-smith.com | 888-861-0219

Oklahoma City * Tulsa * Dallas * Fort Worth * Abilene * Amarillo * Lubbock * Odessa * St. Louis * Kansas City



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4c

Agenda Date 11/16/2021

Number

Type Resolution

Department Engineering

Title

Approval of a five-year term service agreement with Trane Service Group, utilizing the OMNIA Partners purchasing cooperative, to provide for the inspection, maintenance, and repair of the HVAC system servicing the Colleyville City Hall and Public Library, in an amount not to exceed \$83,724.00, and authorizing the City Manager to execute the agreement

Strategic Plan

2.4 Demonstrate stewardship of public resources

5.3 Provide attractive facilities for leisure and recreation

Explanation

Reading and Public Hearing

As part of the building services preventative maintenance program, since 2011 the HVAC units servicing the City Hall and Library complex have been covered under a preventative maintenance plan. Preventive maintenance extends the useful life of building systems through regularly scheduled inspections, adjustments, lubrication, testing, and replacements. The HVAC units covered by the proposed maintenance contract were installed in 2021 and have a life expectancy of 15 to 20 years.

The scope of services outlined in the attached service agreement provides for an annual comprehensive inspection, three run inspections, filter change-outs, and semi-annual condenser coil cleaning for the HVAC units servicing the City Hall and Library complex. Trane Service Group assumes responsibility for all costs related to the inspection and repair of the systems, including parts, materials, labor, emergency service calls under two hours, and a preferential rate on any work outside of the scope of this agreement. By initiating a Trane Select Service Agreement, the City can accurately budget repairs to maintain peak performance of the system and minimize unplanned down time and unexpected expense. Regular maintenance can save an estimated 12-18% of the budget compared to a run-to-fail approach.

The Trane Service Group Contract is offered through OMNIA Partners, the largest and most trusted cooperative purchasing organization for public sector procurement. OMNIA brought together the nation's two leading cooperative purchasing organizations – National IPA and U.S. Communities – under one roof to form OMNIA Partners, Public Sector. The collective buying power of these unified purchasing cooperatives delivers

superior value and savings for public agencies nationwide. All cooperative purchasing agreements offered have been awarded via a thorough Request for Proposal (RFP) competitive solicitation process. Third party audits on contracts ensure program pricing commitments are met, with benchmark analyses against other suppliers and retailers to guarantee participants the best overall value. As a member, there are no costs or fees for the City to participate.

On September 6, 2016, City Council, through Resolution R-16-4029, approved a five-year service agreement with Trane Service Group. This agreement expired on September 30, 2021. Trane has provided outstanding service responding, on the same day, to emergency situations and prioritizing repairs for immediate resolution. The contract price of \$83,724.00, is allocated on an annual basis as identified in the table below. The initial annual cost of \$15,312.00, has been allocated in the FY2022 building services budget and equates to a 47% decrease from the 2021 rate due to the units being replaced.

Contract Year	Annual Amount
Year 1	\$15,312.00
Year 2	\$15,996.00
Year 3	\$16,716.00
Year 4	\$17,460.00
Year 5	\$18,240.00
TOTAL	\$83,724.00

Financial Impact

Funding in the amount of \$15,312.00, has been allocated in the FY 2022 building services budget.

Recommendation

Approve

Attachments

1. Trane Presentation
2. Trane Agreement

4c. City Hall/Library Trane Maintenance Agreement



Approval of a 5-year term service agreement with Trane Service Group, utilizing the OMNIA Partners Purchasing Cooperative, to provide for the inspection, maintenance, and repair of the HVAC system in the Colleyville City Hall and Public Library Complex in an amount not to exceed \$83,724.00, and authorizing the City Manager to execute the agreement



- The 5-year contract price of \$83,724.00 is allocated on an annual basis as indicated;
- The initial annual cost of \$15,312.00 equates to a 47% decrease from the 2021 rate, due to the units being replaced in April 2021;
- The annual cost increases 4% each subsequent year for the length of the agreement.

Contract Year	Contract Amount	Total Contract Amount
Year 1 - 2017	\$23,633.31	
Year 2 - 2018	\$24,814.97	
Year 3 - 2019	\$26,055.71	
Year 4 - 2020	\$27,358.50	
Year 5 - 2021	\$28,726.46	
TOTAL 5 YEAR CONTRACT		\$130,588.95
Year 1 - 2022	\$15,312.00	
Year 2 - 2023	\$15,996.00	
Year 3 - 2024	\$16,716.00	
Year 4 - 2025	\$17,460.00	
Year 5 - 2026	\$18,240.00	
TOTAL 5 YEAR CONTRACT		\$83,724.00

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services. It is also an exciting opportunity to present this proposal in the form Trane and City of Colleyville Partnership of U.S. Communities.

We respectfully submit this proposal under the following U.S. Communities contract numbers and look forward to the continued partnership with City of Colleyville.:

Cooperative Quote Number: 02-10077-21-004

Cooperative Quote Contract Number: USC-15-JLP-023

The advantage of U.S. Communities to owners is to avoid the time and expense of going through the competitive process for each individual participating entity. Writing specifications, evaluating bids, considering value engineering, and dealing with the frustrations of low cost manufacturers that do not perform can be a costly use their time. U.S. Communities allows them to select a manufacturer and utilize competitively bid pricing to make a true life cycle decision and quickly move to procurement. U.S. Communities is currently processing orders from over 67,000 participating entities.

Each solicitation contains language that advises all suppliers that the contract may be used by other government agencies throughout the United States. The Association of School Business Officials are a founder of U.S. Communities: <http://www.uscommunities.org/about/founders-and-state-sponsors/> . Here is the Texas state statute that endorses cooperative procurement: <http://www.uscommunities.org/resources/state-statutes/tx/> Here is a link to Trane's due diligence documents within U.S. Communities :

<http://www.uscommunities.org/suppliers/trane/trane-contract/> This language is based on the lead jurisdiction "Joint Powers Authority" or "Cooperative Procurement Authority." Each solicitation is publicly advertised and includes specific notice and instruction that includes a deadline of when responses will be received. Trane's contract includes three main components including OEM Trane equipment, ancillary supporting equipment and materials, and labor. The labor is supplied by a specific labor rate per category and the volume of hours is governed by RS Means. There is also a labor coefficient specific to your area to adjust the labor to a competitive level. Also, when the labor portion of a cooperative procurement solution is compared to a traditional bid or RFP process, there are inherent additional savings including reduced general contractor mark up, reduced project schedule, and better service to the owner with one point of contact being Trane. We also have a 3rd party letter of compliance we can supply to validate Trane's compliance with the U.S. Communities contract and your specific state statute.

The owner is not required to bid the labor again on the specific job, since Trane has already bid the labor nationally. The process is:

- Open—to everyone, no preference
- Fair—evaluated based on pre-determined criteria that can be found in the solicitation packet, with uniform specifications to prevent favoritism or preference.
- Transparent—all due diligence documents can be found on the U.S. Community website and are easily accessible to verify our compliance.

In summary, the purpose of U.S. Communities is to:

- Provide state government entities opportunities for greater efficiency and economy in acquiring goods and services.
- Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts.
- Provide competitive price solicitation and bulk purchasing for multiple government entities that yields economic benefits unobtainable by individual entities.
- Provide quick and efficient delivery of goods and services by contracting with "high performance" vendors.
- Equalize purchasing power for smaller entities that are not able to command the best contracts for themselves.
- Maintain credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices.
- Assist entities in maintaining the essential controls for budget and accounting purposes.



SELECT SERVICE AGREEMENT

Trane Office

Trane U.S. Inc. dba Trane
4200 N. Sylvania Avenue
Fort Worth, Texas 76137-6603

Trane Representative

Kevin Rucker

Office: (817) 838-1300

Proposal ID

3104126

Service Contract Number

144119R4

**Contact Telephone Number for
Service**

(817) 838-1300

**Quote Number / Co-op Contract
Number**

02-10077-21-004/USC 15-JLP-023

Company Name

Colleyville City of
100 Main Street
Colleyville, Texas 76034 U.S.A.
Jaime Gutierrez

Site Address:

Colleyville City Hall & Library
100 Main Street
Colleyville, Texas 76034
United States

September 13, 2021



EXECUTIVE SUMMARY

This **Select Service Agreement** includes parts and labor coverage for HVAC equipment repairs under the umbrella of an annual planned maintenance contract. It is the easiest, most affordable and most reassuring way to ensure your HVAC equipment is continuously operating at peak performance levels.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. Plus, the added repair coverage helps you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP O&M Guide 2010*)

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee





REPAIR COVERAGE FOR SELECTED COMPONENTS

Repair Coverage pre-authorizes Trane to repair selected system components. Costs for parts and labor (performed during normal Trane business hours) are included within the coverage of the annual maintenance contract. The scope of this coverage is specified later in this agreement.

Advantages:

- Minimize unplanned downtime by giving Trane the authority to take care of repairs proactively
- Make repairs a budget item, not an unexpected expense
- Maintain optimal system performance

Implementation:

- Collaborative selection of covered systems and components
- Repair or replacement of failed or worn components
- Separate invoicing for overtime and after-hours labor





REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has **all** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year

COOLING CONTINGENCY PLANNING

Cooling Contingency Planning anticipates high-risk or unusual situations, and develops strategies for responding to emergencies. With multiple equipment rental depots and numerous warehouse sites strategically located across North America, Trane response time is among the fastest (and most comprehensive) in the industry.

Advantages:

- Mitigate risks with thorough advance planning
- Shorten the duration of downtime with immediate access to temporary equipment
- Alleviate negative consequences: productivity losses, fines, inventory spoilage, lost business

Implementation:

- Trane account managers and/or technicians assist in the development of the customized contingency plan:
 - Equipment planning for temporary air conditioning and portable auxiliary power units
 - Recommendations for facility modifications to prepare for temporary cooling
- Contingency plan kept on file at your facility and at Trane





HVAC EQUIPMENT COVERAGE

Colleyville City Hall & Library

The following "Covered Equipment" will be serviced at Colleyville City Hall & Library:

Equipment	Manufacturer	Model Number	Serial Number
90-130 ton Packaged Industrial Rooftop	Trane	SXHKC9040T	C20H05247
90-130 ton Packaged Industrial Rooftop	Trane	SXHKC9040T	C20H05248

Description

Intellipak Rooftop Annual (Cooling Start Up) (Service 3)
Condenser Coil Cleaning (Service 1)
Intellipak Rooftop Quarterly Inspection (Service 4)
Filter Replacement (Service 2)

Quantity Per Term

5
10
15
20



PRICING AND ACCEPTANCE

Jaime Gutierrez
Facilities Engineer
City of Colleyville
100 Main Street
Colleyville, Texas 76034

Site Address:
Colleyville City Hall & Library
100 Main Street
Colleyville, Texas 76034

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Select Service Agreement," the consecutively numbered pages immediately following such title page and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	15,312.00	3,828.00	Quarter
Year 2	15,996.00	3,999.00	Quarter
Year 3	16,716.00	4,179.00	Quarter
Year 4	17,460.00	4,365.00	Quarter
Year 5	18,240.00	4,560.00	Quarter

Contract has emergency service built in. Includes Saturday and Sunday service

☐ Service Fee Discount. A 3.00 % discount is offered for full payment of 1 year in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be \$459.36 if this option is selected. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 5 years, beginning October 1, 2021. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on September 30, 2026, this Agreement shall renew automatically for successive periods of 5 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date



set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (817) 838-1300 or by direct mail addressed to: 4200 N. Sylvania Avenue Fort Worth, Texas 76137-6603.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

COVID-19 National Emergency Clause

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.



This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc. dba Trane
_____ Authorized Representative	_____ Submitted By: Kevin Rucker/Shirley Hernandez Ross
_____ Printed Name	_____ Proposal Date: November 2, 2021
_____ Title	_____ Office: (817) 838-1300
_____ Purchase Order	_____ Authorized Representative
_____ Acceptance Date	_____ Title
	_____ Signature Date

The Initial Term of this Service Agreement is 5 years, beginning October 1, 2021.
Total Contract Amount: \$83,724.00 USD.

Regulated by the Texas Department of Licensing and Regulation
PO Box 12157, Austin, TX 78711 Ph. 800-803-9292; 512-463-6599
License TACLA23802C



TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc. dba Trane.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically



included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to



resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0821)

Supersedes 1-26.130-7 (0720)



APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

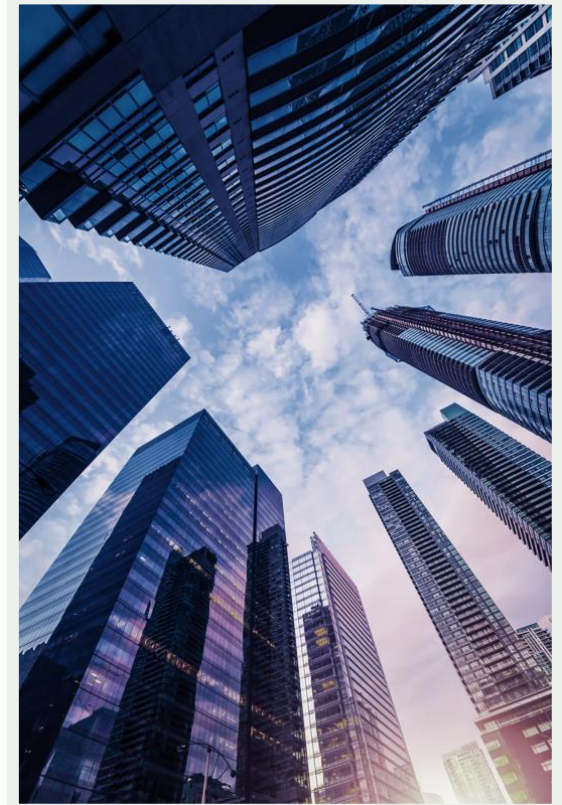
In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.



CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Condenser Coil Cleaning

Description

- Condenser Coil Cleaning
- Check Operation Upon Completion of Repair

Service 2: Filter Replacement

Description

- Filter Replacement

Service 3: Intellipak Rooftop Annual (Cooling Start Up)

Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out
- Supply Fan Inspection-IPAK/VOY
- Power Exhaust Fan Inspection (Intellipak)
- Evaporator Coil Cleaning (Intellipak)
- Condensate Drip Pan Treatment
- Meg Compressor Motor - IPAK/VOY
- Meg Supply Fan Without VFD
- Meg Power Exhaust Without VFD
- Electrical Inspection
- Remove Lock Out Tag Out and Restore Power
- Check Damper (Intellipak)
- Start Up Condenser Fan Check (Per Fan)
- Start Up Seasonal Cooling
- Manual Log With Electronic Device

Service 4: Intellipak Rooftop Quarterly Inspection

Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out
- Supply Fan Inspection-IPAK/VOY
- Power Exhaust Fan Inspection (Intellipak)
- Condensate Drip Pan Treatment
- Electrical Inspection
- Remove Lock Out Tag Out and Restore Power
- Check Damper (Intellipak)
- Manual Log With Electronic Device



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4d
Type Resolution
Department Engineering

Agenda Date 11/16/2021

Number

Title

Approval of a five-year term service agreement with Trane Service Group, utilizing the OMNIA Partners purchasing cooperative, to provide for the inspection, maintenance, and repair of the HVAC system servicing the Justice Center, in an amount not to exceed \$195,362.00, and authorizing the City Manager to execute the agreement

Strategic Plan

2.4 Demonstrate stewardship of public resources

5.3 Provide attractive facilities for leisure and recreation

Explanation

Reading and Public Hearing

As part of the building services preventative maintenance program, since 2011 the HVAC units servicing the Justice Center have been covered under a preventative maintenance plan. Preventive maintenance extends the useful life of building systems through regularly scheduled inspections, adjustments, lubrication, testing, and replacements. The HVAC units covered by the proposed maintenance contract were installed in 2021 and have a life expectancy of 15 to 20 years.

The scope of services outlined in the attached service agreement provides for an annual comprehensive inspection, three run inspections, filter change-outs, and semi-annual condenser coil cleaning for the HVAC units servicing the Justice Center. Trane Service Group assumes responsibility for all costs related to the inspection and repair of the systems, including parts, materials, labor, emergency service calls under two hours, and a preferential rate on any work outside of the scope of this agreement. By initiating a Trane Select Service Agreement, the City can accurately budget repairs to maintain peak performance of the system and minimize unplanned down time and unexpected expense. Regular maintenance can save an estimated 12-18% of the budget compared to a run-to-fail approach.

The Trane Service Group Contract is offered through OMNIA Partners, the largest and most trusted cooperative purchasing organization for public sector procurement. OMNIA brought together the nation's two leading cooperative purchasing organizations – National IPA and U.S. Communities – under one roof to form OMNIA Partners, Public Sector. The collective buying power of these unified purchasing cooperatives delivers superior value and savings for public agencies nationwide. All cooperative purchasing

agreements offered have been awarded via a thorough Request for Proposal (RFP) competitive solicitation process. Third party audits on contracts ensure program pricing commitments are met, with benchmark analyses against other suppliers and retailers to guarantee participants the best overall value. As a member, there are no costs or fees for the City to participate.

On September 6, 2016, City Council, through Resolution R-16-4029, approved a five-year service agreement with Trane Service Group. This agreement expired on September 30, 2021. Trane has provided outstanding service responding, on the same day, to emergency situations and prioritizing repairs for immediate resolution. The contract price of \$195,362.00, is allocated on an annual basis as identified in the table below. The initial annual cost of \$35,712.00, has been allocated in the FY2022 building services budget and represents a 37% decrease from the 2021 rate due to the units being replaced.

Contract Year	Annual Amount
Year 1	\$35,712.00
Year 2	\$37,310.00
Year 3	\$39,000.00
Year 4	\$40,752.00
Year 5	\$42,588.00
TOTAL	\$195,362.00

Financial Impact

Funding in the amount of \$35,712.00, has been allocated in the FY 2022 building services budget.

Recommendation

Approve

Attachments

1. Justice Center Trane Presentation
2. Trane Agreement

4d. Justice Center Trane Maintenance Agreement



Approval of a 5-year term service agreement with Trane Service Group, utilizing the OMNIA Partners Purchasing Cooperative, to provide for the inspection, maintenance, and repair of the HVAC system at the Colleyville Justice Center in an amount not to exceed \$195,362.00, and authorizing the City Manager to execute the agreement



- The 5-year contract price of \$195,362.00 is allocated on an annual basis as indicated;
- The initial annual cost of \$35,712.00 equates to a 37% decrease from the 2021 rate, due to the units being replaced in January 2021;
- The annual cost increases 4% each subsequent year for the length of the agreement.

Contract Year	Annual Amount	Total Contract Amount
Year 1 - 2017	\$46,461.29	
Year 2 - 2018	\$48,784.37	
Year 3 - 2019	\$51,223.61	
Year 4 - 2020	\$53,784.79	
Year 5 - 2021	\$56,474.02	
TOTAL 5 YEAR CONTRACT		\$256,728.08
Year 1 - 2022	\$35,712.00	
Year 2 - 2023	\$37,310.00	
Year 3 - 2024	\$39,000.00	
Year 4 - 2025	\$40,752.00	
Year 5 - 2026	\$42,588.00	
TOTAL 5 YEAR CONTRACT		\$195,362.00

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services. It is also an exciting opportunity to present this proposal in the form Trane and City of Colleyville Partnership of U.S. Communities.

We respectfully submit this proposal under the following U.S. Communities contract numbers and look forward to the continued partnership with City of Colleyville.:

Cooperative Quote Number: 02-10077-21-003

Cooperative Quote Contract Number: USC-15-JLP-023

The advantage of U.S. Communities to owners is to avoid the time and expense of going through the competitive process for each individual participating entity. Writing specifications, evaluating bids, considering value engineering, and dealing with the frustrations of low cost manufacturers that do not perform can be a costly use their time. U.S. Communities allows them to select a manufacturer and utilize competitively bid pricing to make a true life cycle decision and quickly move to procurement. U.S. Communities is currently processing orders from over 67,000 participating entities.

Each solicitation contains language that advises all suppliers that the contract may be used by other government agencies throughout the United States. The Association of School Business Officials are a founder of U.S. Communities: <http://www.uscommunities.org/about/founders-and-state-sponsors/> . Here is the Texas state statute that endorses cooperative procurement: <http://www.uscommunities.org/resources/state-statutes/tx/> Here is a link to Trane's due diligence documents within U.S. Communities :

<http://www.uscommunities.org/suppliers/trane/trane-contract/> This language is based on the lead jurisdiction "Joint Powers Authority" or "Cooperative Procurement Authority." Each solicitation is publicly advertised and includes specific notice and instruction that includes a deadline of when responses will be received. Trane's contract includes three main components including OEM Trane equipment, ancillary supporting equipment and materials, and labor. The labor is supplied by a specific labor rate per category and the volume of hours is governed by RS Means. There is also a labor coefficient specific to your area to adjust the labor to a competitive level. Also, when the labor portion of a cooperative procurement solution is compared to a traditional bid or RFP process, there are inherent additional savings including reduced general contractor mark up, reduced project schedule, and better service to the owner with one point of contact being Trane. We also have a 3rd party letter of compliance we can supply to validate Trane's compliance with the U.S. Communities contract and your specific state statute.

The owner is not required to bid the labor again on the specific job, since Trane has already bid the labor nationally. The process is:

- Open—to everyone, no preference
- Fair—evaluated based on pre-determined criteria that can be found in the solicitation packet, with uniform specifications to prevent favoritism or preference.
- Transparent—all due diligence documents can be found on the U.S. Community website and are easily accessible to verify our compliance.

In summary, the purpose of U.S. Communities is to:

- Provide state government entities opportunities for greater efficiency and economy in acquiring goods and services.
- Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts.
- Provide competitive price solicitation and bulk purchasing for multiple government entities that yields economic benefits unobtainable by individual entities.
- Provide quick and efficient delivery of goods and services by contracting with "high performance" vendors.
- Equalize purchasing power for smaller entities that are not able to command the best contracts for themselves.
- Maintain credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices.
- Assist entities in maintaining the essential controls for budget and accounting purposes.



SCHEDULED SERVICE AGREEMENT

Trane Office

Trane U.S. Inc. dba Trane
4200 N. Sylvania Avenue
Fort Worth, Texas 76137-6603

Trane Representative

Kevin Rucker

Office: (817) 838-1300

Proposal ID

3093236

Service Contract Number

3093236

**Contact Telephone Number for
Service**

(817) 838-1300

02-10077-21-003/USC 15-JLP-023

Company Name

Colleyville City of
100 Main Street
Colleyville, Texas 76034 U.S.A.
Jaime Gutierrez

Site Address:

Colleyville Justice Center
5201 Riverwalk Drive
Colleyville, Texas 76034
United States

September 7, 2021



EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. You will have a team of true professionals keeping your HVAC equipment running efficiently and reliably.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP*) O&M Guide 2010

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee





REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has ***all*** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year



HVAC EQUIPMENT COVERAGE

Colleyville Justice Center

The following "Covered Equipment" will be serviced at Colleyville Justice Center:

Contract also covers any unplanned emergency service visits for weekends, holidays and after hours.

Equipment	Manufacturer	Model Number	Serial Number
RAF-1	Trane	165-SQNHP	286S194360-00/000070

Description

Generic Air Handler Unit Annual Cooling Inspection (Service 9)

Generic Air Handler Unit Quarterly Inspection (Service 10)

Quantity Per Term

5

15

Equipment	Manufacturer	Model Number	Serial Number
Adjustable Frequency Controller - Generic	Trane	1960014200	2020T02540

Description

Variable Frequency Drive Annual Inspection (Service 19)

"Local Intervention" for "Local Process" applications (Service 3)

Quantity Per Term

5

15

Equipment	Manufacturer	Model Number	Serial Number
Split System Air Conditioners - Generic	Trane	4TTA4042A4	2038119N3F
Split System Air Conditioners - Generic	Trane	4TTA4048A4	200840F33F

Description

UNT/DX-110a Split System Annual Maintenance Inspection (Service 17)

"Local Intervention" for "Local Process" applications (Service 2)

Quantity Per Term

5

10

Equipment	Manufacturer	Model Number	Serial Number
VAV Fan Powered(24)	Trane	VAV Boxes	N/A

Description

"Local Intervention" for "Local Process" applications (Service 4)

Quantity Per Term

10

Equipment	Manufacturer	Model Number	Serial Number
Split System Air Conditioners - Generic	Trane	GAM5B0C42M	20444RUF1V
Split System Air Conditioners - Generic	Trane	GAM5B0C48M	20461TFF1V

Description

UNT/DX-110a Split System Annual Maintenance Inspection (Service 17)

UNT/DX-120 Mid-Season Running Inspection (Service 18)

Split System Filter Replacement (Service 16)

Quantity Per Term

5

15

20



Equipment	Manufacturer	Model Number	Serial Number
27 1/2-50 Ton Packaged Commercial Rooftop	Trane	TCD330B40Y	C20J06163
27 1/2-50 Ton Packaged Commercial Rooftop	Trane	TCD600B40Y	C20J06162

Description	Quantity Per Term
Voyager Cooling Pre-Season Annual Start Up (Service 22)	5
Voyager Quarterly Inspection (Service 25)	15
Voyager Condenser Coil Cleaning (Service 20)	10
Voyager Filter Change (Service 23)	20

Equipment	Manufacturer	Model Number	Serial Number
Rooftop Air Conditioners - Generic	Trane	THC048F4RG	204012056L
Rooftop Air Conditioners - Generic	Trane	THC048F4RG	204012058L
Rooftop Air Conditioners - Generic	Trane	THC092F4RN	204014031L

Description	Quantity Per Term
Precedent Cooling Pre-Season Annual Start-Up (Service 12)	5
Precedent Quarterly Inspection (Service 14)	15
"Local Intervention" for "Local Process" applications (Service 1)	10
Precedent Filter Change (Service 13)	20

Equipment	Manufacturer	Model Number	Serial Number
12 1/2-25 Ton Packaged Unitary Cooling Rooftop - CTO	Trane	THH210G4RR	204110378D

Description	Quantity Per Term
Voyager Cooling Pre-Season Annual Start Up (Service 21)	5
Voyager Quarterly Inspection (Service 24)	15
Condenser Coil Cleaning (Service 7)	10
Replace Filters (Service 15)	20

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System Air Conditioners - Generic	1	Trane	TTA12044DA	20412295YA	

Description	Quantity Per Term
UNT/DX-110a Split System Annual Maintenance Inspection (Service 17)	5
UNT/DX-120 Mid-Season Running Inspection (Service 18)	15
"Local Intervention" for "Local Process" applications (Service 2)	10
Odyssey Filter Change (Service 11)	20



Equipment	Manufacturer	Model Number	Serial Number
Performance Climate Changer	Trane	UCCAB08C0F	H20J78190

Description

Air Handler Semi-Annual Inspection (Service 6)
Air Handler Quarterly Inspection (Service 5)
Filter Replacement (Service 8)

Quantity Per Term

5
15
20



PRICING AND ACCEPTANCE

Jaime Gutierrez
Facilities Engineer
Colleyville City of
100 Main Street
Colleyville, Texas 76034 U.S.A.

Site Address:
Colleyville Justice Center
5201 Riverwalk Drive
Colleyville, Texas 76034
United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	35,712.00	8,928.00	Quarter
Year 2	37,310.00	9,327.50	Quarter
Year 3	39,000.00	9,750.00	Quarter
Year 4	40,752.00	10,188.00	Quarter
Year 5	42,588.00	10,647.00	Quarter

☐ Service Fee Discount. A one-time 3.00 % discount is offered for full payment of 5 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be \$1,071.36 if this option is selected. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is **5** years, beginning **October 1, 2021**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on **September 30, 2026**, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this



Agreement, Trane can be reached either by telephone at (817) 838-1300 or by direct mail addressed to: 4200 N. Sylvania Avenue Fort Worth, Texas 76137-6603.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

COVID-19 National Emergency Clause

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.



This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc. dba Trane
_____ Authorized Representative	_____ Submitted By: Kevin Rucker/Shirley Hernandez Ross
_____ Printed Name	_____ Proposal Date: September 7, 2021
_____ Title	_____ Office: (817) 838-1300
_____ Purchase Order	_____ Authorized Representative
_____ Acceptance Date	_____ Title
	_____ Signature Date

The Initial Term of this Service Agreement is 5 years, beginning October 1, 2021.
Total Contract Amount: \$195,362.00 USD.

Regulated by the Texas Department of Licensing and Regulation
PO Box 12157, Austin, TX 78711 Ph. 800-803-9292; 512-463-6599
License TACLA23802C



TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc. dba Trane.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically



included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"); including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. COVID-19 LIMITATION ON LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits



If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0720)

Supersedes 1-26.130-7 (0919)



APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

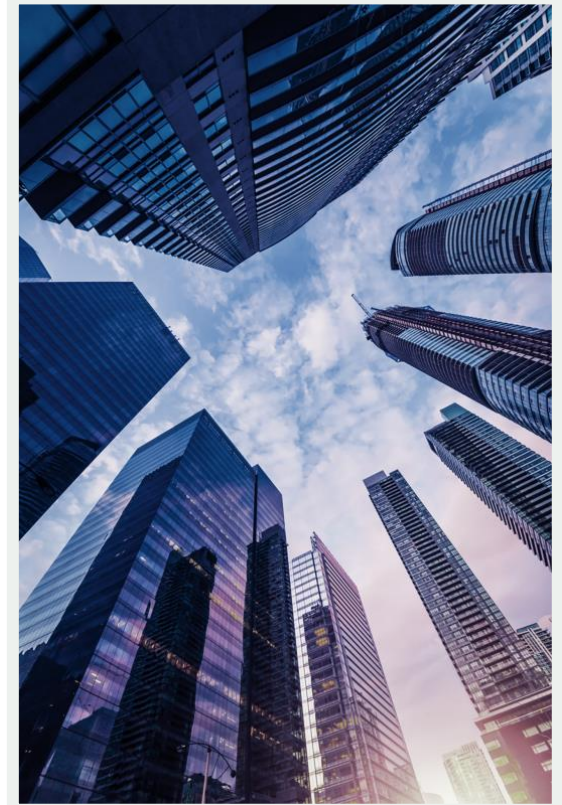
In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.



CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: "Local Intervention" for "Local Process" applications

Description

- Generic Process (place holder)
- Condenser Coil Cleaning

Service 2: "Local Intervention" for "Local Process" applications

Description

- Clean Condenser Coil
- Generic Process (place holder)
- Professional Coil Clean Condenser Coil

Service 3: "Local Intervention" for "Local Process" applications

Description

- Generic Process (place holder)
- Quarterly Inspection

Service 4: "Local Intervention" for "Local Process" applications

Description

- Filter Replacement
- Generic Process (place holder)

Service 5: Air Handler Quarterly Inspection

Description

- AHU Visual Equipment Inspection
- Supply Fan and Motor Inspection (Air Handler)
- Condensate Inspection
- Condensate Drip Pan Treatment
- Coil Inspection (Climate Changer)
- Air Handler Filter Inspection
- Return Unit to Normal Operation

Service 6: Air Handler Semi-Annual Inspection

Description

- Customer Notification
- Initial Site Safety Inspection
- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Electrical Inspection (AHU)
- Supply Fan and Motor Inspection (Air Handler)
- Meg Supply Fan With VFD
- Coil Inspection (Climate Changer)
- Air Handling Unit Cleaning
- Air Handler Filter Inspection
- Calibrate Manometer
- Check Damper (Air Handler)



- Start Up Seasonal Heating-Electric
- Remove Lock Out Tag Out
- Return Unit to Normal Operation
- Manual Log With Electronic Device

Service 7: Condenser Coil Cleaning

Description

- Generic Process (place holder)
- Condenser Coil Cleaning (Light Commercial)

Service 8: Filter Replacement

Description

- Lock Out Tag Out
- Filter Replacement
- Remove Lock Out Tag Out and Restore Power

Service 9: Generic Air Handler Unit Annual Cooling Inspection

Description

- Annual Inspection
- Generic Process (place holder)

Service 10: Generic Air Handler Unit Quarterly Inspection

Description

- Generic Process (place holder)
- Quarterly Inspection

Service 11: Odyssey Filter Change

Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Filter Inspection And Change
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

Service 12: Precedent Cooling Pre-Season Annual Start-Up

Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Condensate Drip Pan Treatment
- Supply Fan Inspection
- Condenser Fan Check
- Bearing Lubrication
- Filter Inspection And Change
- Electrical Inspection
- Check Damper - M Series, BYC
- Seasonal Cooling Start Up
- Log Unit

Service 13: Precedent Filter Change

Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Filter Inspection And Change



- Remove Lock Out Tag Out
- Return Unit to Normal Operation

Service 14: Precedent Quarterly Inspection

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Filter Inspection And Change
- Log Unit (Unitary)

Service 15: Replace Filters

Description

- Generic Process (place holder)
- Filter Replacement

Service 16: Split System Filter Replacement

Description

- Filter Replacement

Service 17: UNT/DX-110a Split System Annual Maintenance Inspection

Description

- Annual Cooling Inspection
- Generic Process (place holder)

Service 18: UNT/DX-120 Mid-Season Running Inspection

Description

- Generic Process (place holder)
- Quarterly Inspection

Service 19: Variable Frequency Drive Annual Inspection

Description

- Generic Process (place holder)

Service 20: Voyager Condenser Coil Cleaning

Description

- Customer Notification
- Professional Coil Clean Condenser coils
- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Condenser Coil Cleaning (Light Commercial)
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

Service 21: Voyager Cooling Pre-Season Annual Start Up

Description

- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Power Exhaust Fan(s) Inspection - Direct Drive
- Remove Access Panels or Open Access Doors
- Meg Supply Fan Without VFD
- Meg Exhaust Fan Without VFD



- Meg Compressor Motor - IPAK/VOY
- Electrical Inspection
- Reinstall Access Panels or Close Access Doors
- Evaporator Coil Cleaning
- Remove Lock Out Tag Out
- Check Economizer Damper-VOY/PRE
- Pre-Start Check- VOY/PRE
- Start Up Condenser Fan Check (Per Fan)
- Cooling Check-VOY
- Manual Log With Electronic Device
- Return Unit to Normal Operation

Service 22: Voyager Cooling Pre-Season Annual Start Up

Description

- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Power Exhaust Fan(s) Inspection - Direct Drive
- Remove Access Panels or Open Access Doors
- Meg Supply Fan Without VFD
- Meg Compressor Motor - IPAK/VOY
- Electrical Inspection
- Filter Inspection And Change
- Reinstall Access Panels or Close Access Doors
- Condensate Drip Pan Treatment
- Remove Lock Out Tag Out
- Pre-Start Check- VOY/PRE
- Start Up Condenser Fan Check (Per Fan)
- Cooling Check-VOY
- Manual Log With Electronic Device
- Return Unit to Normal Operation

Service 23: Voyager Filter Change

Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Filter Inspection And Change
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

Service 24: Voyager Quarterly Inspection

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection-IPAK/VOY
- Power Exhaust Fan(s) Inspection - Direct Drive
- Electrical Inspection
- Check Economizer Damper-VOY/PRE
- Start Up Condenser Fan Check (Per Fan)
- Cooling Check-VOY
- Manual Log With Electronic Device
- Return Unit to Normal Operation



Service 25: Voyager Quarterly Inspection

Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Power Exhaust Fan(s) Inspection - Direct Drive
- Remove Access Panels or Open Access Doors
- Filter Inspection And Change
- Reinstall Access Panels or Close Access Doors
- Start Up Condenser Fan Check (Per Fan)
- Cooling Check-VOY
- Manual Log With Electronic Device
- Return Unit to Normal Operation



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a

Agenda Date 11/16/2021

Number

Type Report

Department Finance

Title

Monthly Financial Report - October 2021

Explanation

General Fund

Through the first month of the new fiscal year, the General Fund has collected \$224,000, in revenue and spent 6%, or \$1.57 million, of its budgeted expenditures. Cash flow appears to be significantly behind last year's position, driven by two factors. First, last year's licenses/permits revenue began the year strong, with building permits bringing in more double what was expected of October. Second, contractual expenses hit earlier this year than in last October. This doesn't appear to be an indication of a true overage, but rather costs recorded a little earlier than previously. Expenses should come back in line with expectations in the coming weeks.

Sales tax revenue

Colleyville received its last collection of the FY21, and it brought in an increase of 20% over September of last year. This puts the total YTD growth to 14.5% over FY20, and makes for a total dollar gain of almost \$1.2 million. Statewide, Texas cities had another month of double digit gains for a total fiscal year increase of 13%. DFW cities fared better with an average year-to-date increase of 15.65%. It appears destination-based economies such as Hurst and Grapevine are continuing to post higher gains, indicating heightened in-person consumer activity.

Utility Fund

Through the first month of the fiscal year, the Utility Fund has collected 11% of its budgeted revenue and spent 8% of its budgeted expenditures, yielding a stronger surplus compared to the previous year. As the summary above shows, the City's direct revenues are sufficiently covering its costs with a decent margin to spare. Isolating the Trinity River Authority revenues and costs, it appears as if the City has only been billed for debt service costs, meaning we may have reached the revenue requirement for the remainder of the Authority's fiscal year. This could mean the City will only endure partial billing from the Authority, creating more T.R.A. related revenues than expenses. Should this be the case, any savings will go directly into the City's cash-funded capital improvement program to prevent any future debt issues as well as

reduce any needed rate increases in the coming year.

Drainage Fund

To date, the Drainage Utility Fund has received 8% of its budgeted revenue and spent 5% of its budgeted expenditures. This fund's cash flow is along the same lines as last year with a surplus of over \$40,000. Historically, drainage fee revenues tended to average at 1.2% higher than the previous fiscal year. However, as the City reaches build out these revenues tend to be more stable from year to year. At this point we're seeing less than 1% growth for FY22. As with other operating funds, any year-end surplus in this fund will be moved to the Drainage Capital Fund for use on the City's capital improvement plan.

Hotel Fund

COVID-related economic disruptions obviously took a toll on any travel-related revenues in the last few years, but the Hotel Occupancy Tax Fund has remained with a strong balance to fund its costs. Fortunately, travel activities are on the rise and revenue in this fund is making a swift comeback. The FY21 ending fund balance came to \$207,000, and will be spent down until the first quarter of this fiscal year, when the first tax payment comes in. Revenue had begun to increase through the end of FY21 and staff anticipates this to continue. Costs funded include personnel related directly to advertising the City as well as Colleyville Center costs and some special events.

Debt Service Fund

Being predominately funded through property taxes, the Debt Service fund has yet to receive a substantial portion of its revenue this year. Cash-flow for this fund is very predictable, as most revenues are recognized in December/January and debt service payments occur twice annually, with lease payments also occurring throughout the year. As of October's figures, the fund is running a deficit of about \$168,500, due to a lease payment made in October. It should be noted the updated property tax forms necessitate a planned spend down of fund balance by \$194,000, this year. With Colleyville's current debt service schedule, all bonded debt is on track to be paid off by FY27.

Attachments

1. October 2021 - Monthly Financial Report Presentation
2. October 2021 MFR



Agenda Item - Items not for council action

Monthly Financial Report October 2021

City Council Meeting
November 16, 2021

General Fund

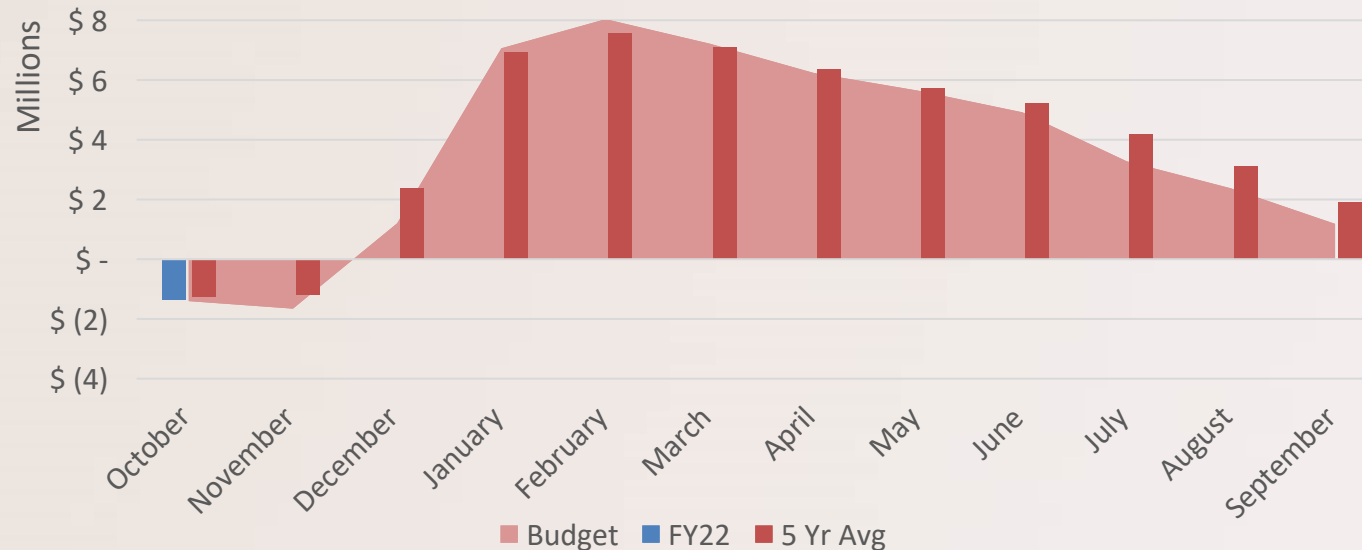


General Fund

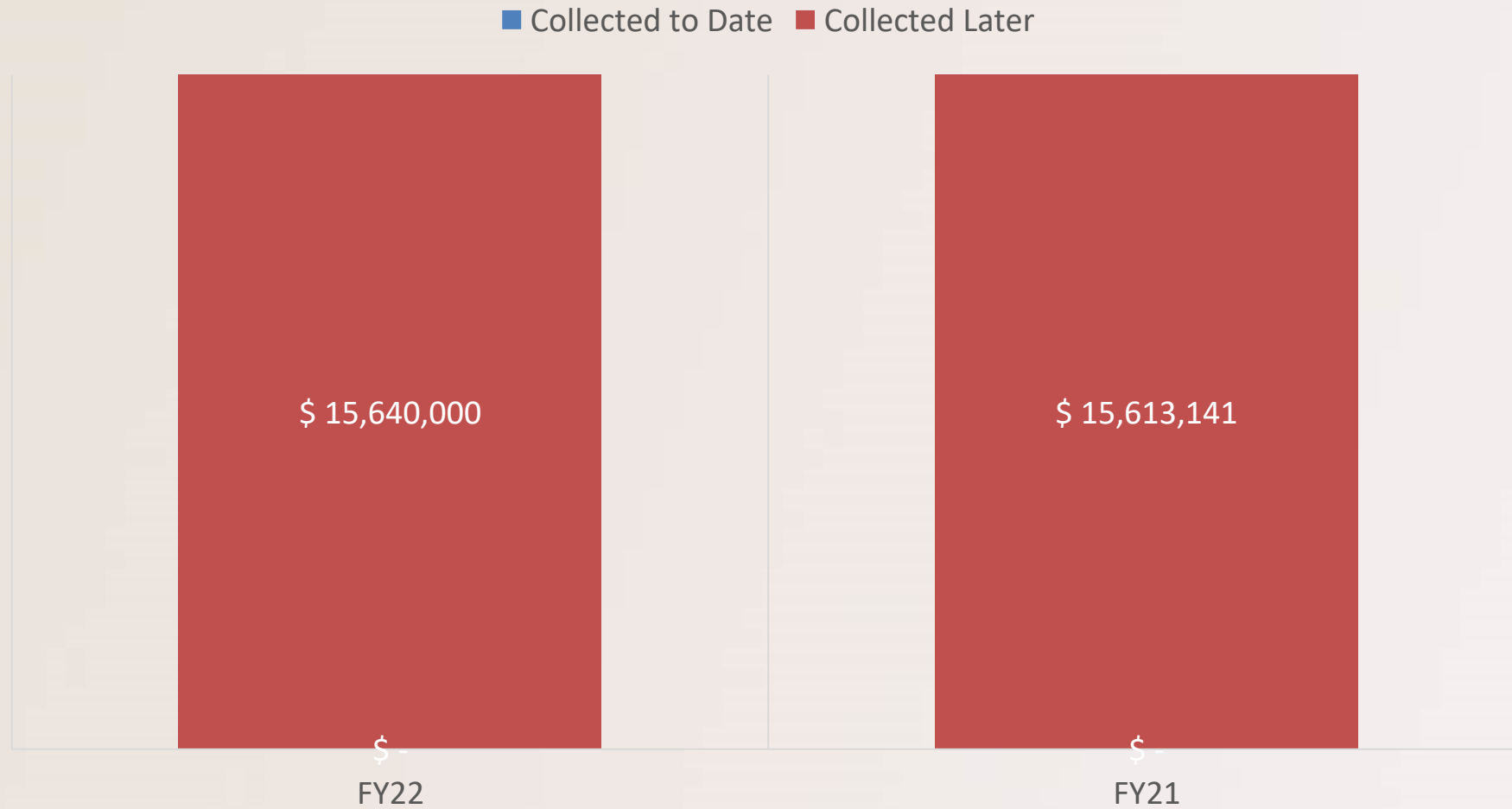
	FY22 Budget		FY22 YTD		% of Budget	FY21 YTD		FY21 % of Budget
Revenues	\$	25,659,689	\$	224,442	1%	\$	302,923	1%
Expenditures	\$	25,130,144	\$	1,577,606	6%	\$	1,300,787	5%
	\$	529,545	\$	(1,353,164)		\$	(997,864)	

*8.3% of the year is completed

General Fund Cash Flow



Property Tax Highlight

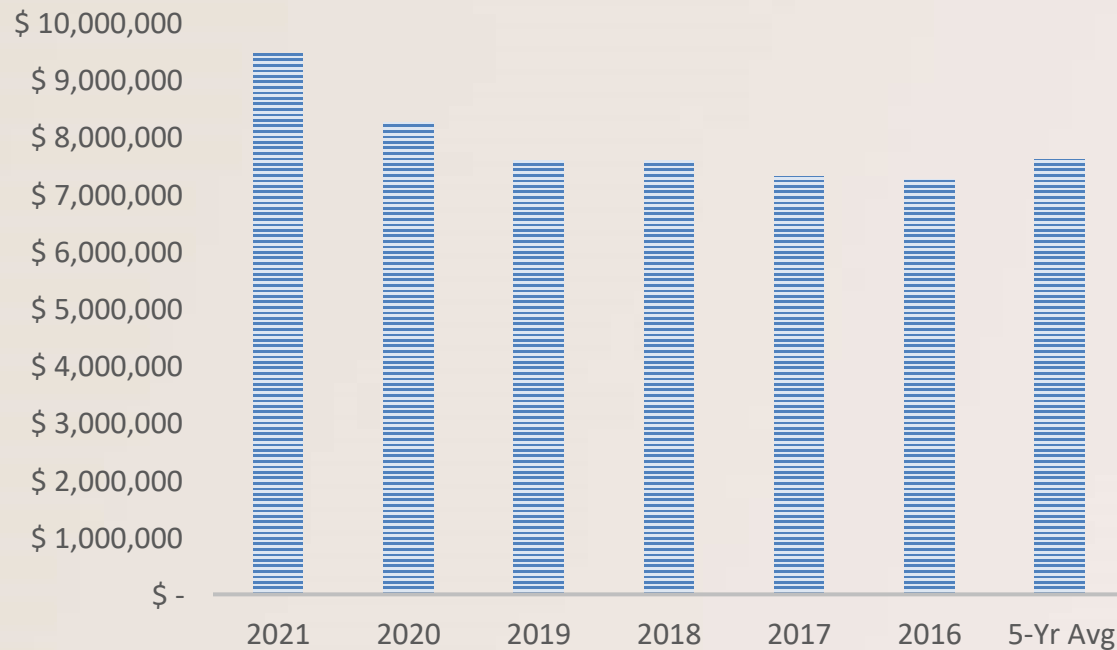


Sales Tax Highlight



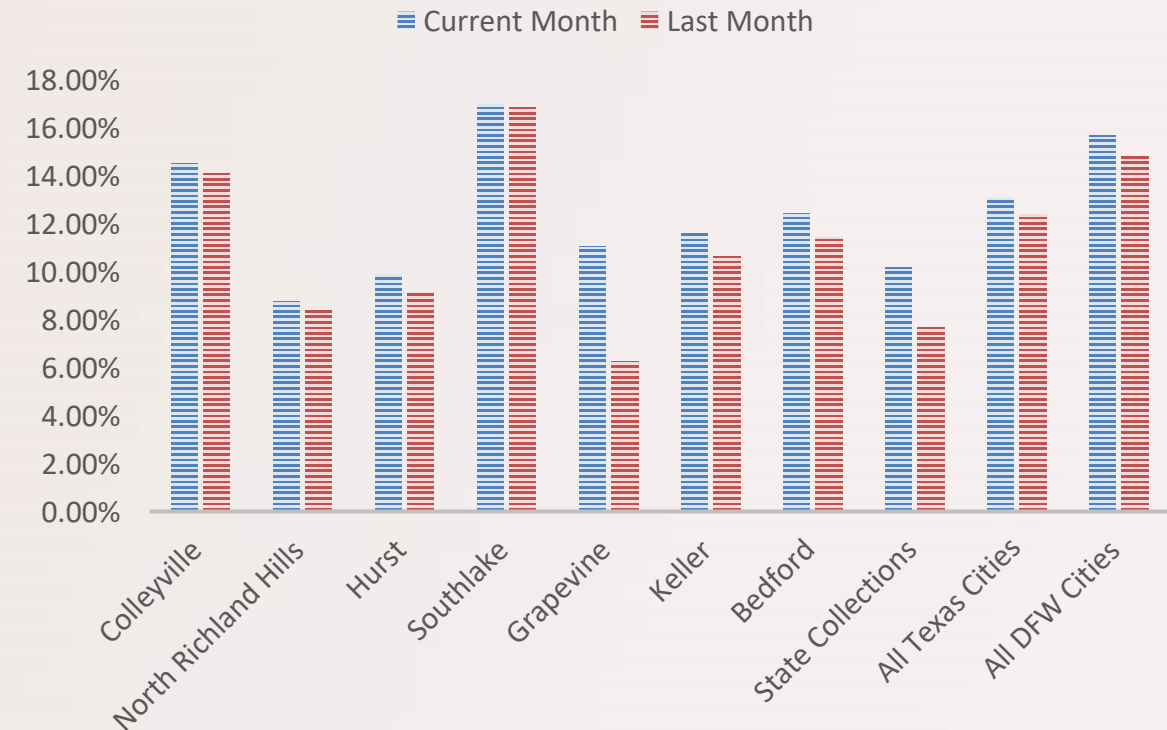
FY21 YTD Receipts compared to Previous Years

THRU SEPTEMBER SALES TAX RECEIPTS (COMPARISON)



City/State Comparisons

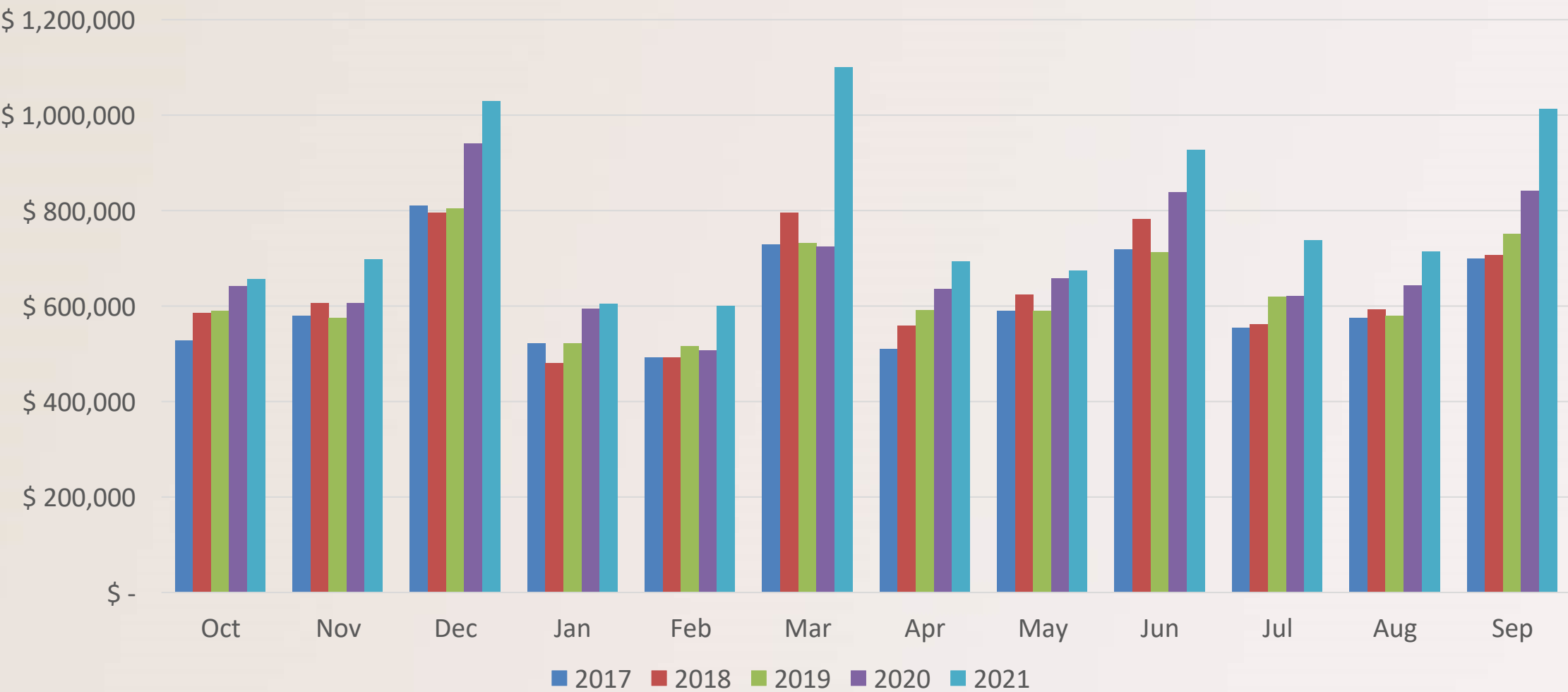
CITY/STATE COMPARISONS



Sales Tax Highlight



Month over Month Collections



Utility Fund



Utility Fund					
	FY22 Budget	FY22 YTD	% of Budget	FY21 YTD	FY21 % of Budget
Revenues	\$ 18,088,176	\$ 1,907,586	11%	\$ 1,628,756	9%
Expenditures	\$ 18,088,176	\$ 1,360,595	8%	\$ 1,263,959	7%
	\$ -	\$ 546,990		\$ 364,797	

*8.3% of the year is completed

TRA Revs/Exps			
	FY22 Budget		FY22 YTD
Revenues	\$ 14,359,032	\$	1,602,898
Expenditures	\$ 13,909,032	\$	1,148,901
	\$ 450,000	\$	453,997

City Revs/Exps			
	FY22 Budget		FY22 YTD
Revenues	\$ 3,729,144	\$	304,688
Expenditures	\$ 3,729,144	\$	211,694
	\$ -	\$	92,994

Drainage Fund

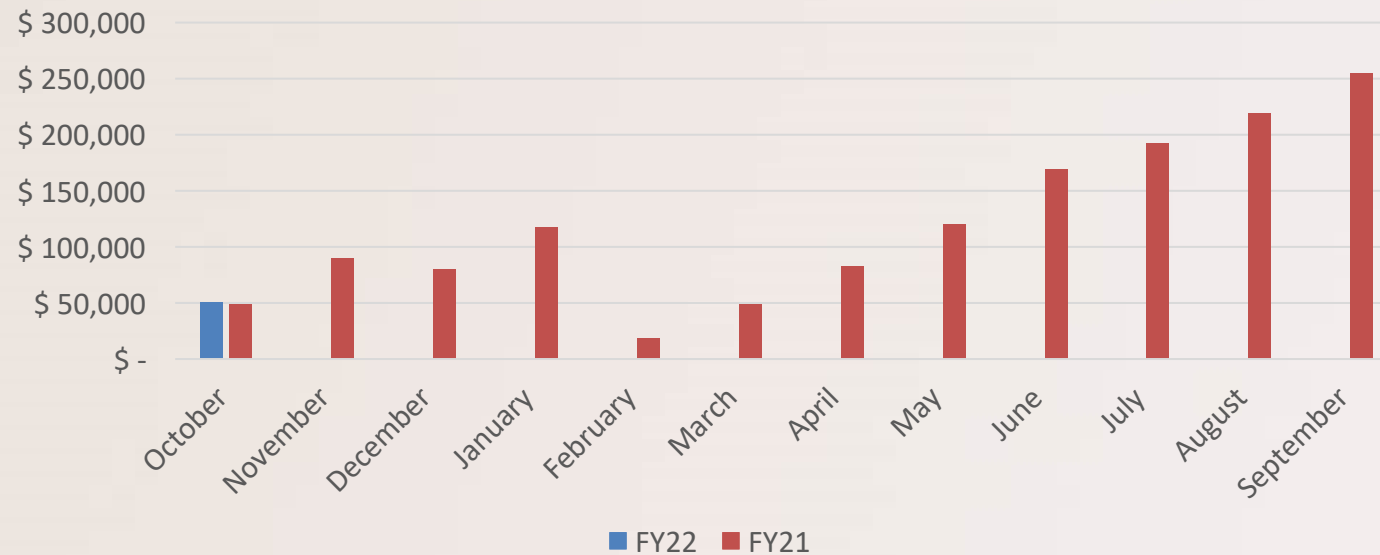


Drainage Fund

	FY21 Budget	FY21 YTD	% of Budget	FY20 YTD	FY20 % of Budget
Revenues	\$ 1,030,868	\$ 84,948	8%	\$ 84,117	9%
Expenditures	\$ 694,205	\$ 34,860	5%	\$ 35,442	4%
	\$ 336,663	\$ 50,087		\$ 48,675	

*8.3% of the year is completed

FY22 vs. FY21 Cash Flow



Hotel Fund

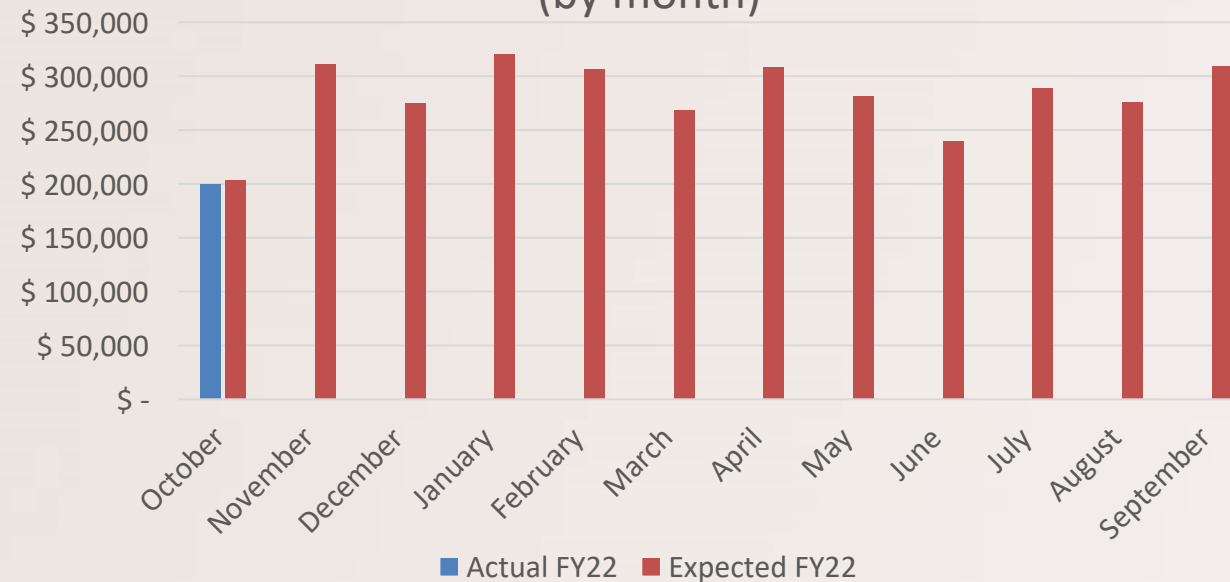


Hotel Fund

	FY21 Budget		FY21 YTD		% of Budget	FY20 YTD
Revenues	\$	237,500	\$	79,995	34%	\$ 117,887
Expenditures	\$	327,176	\$	271,409	83%	\$ 218,456
	\$	(89,676)	\$	(191,414)		\$ (100,569)

*100% of the year is completed

Expected Fund Balance vs. Actual Fund Balance
(by month)



Debt Service Fund



Debt Service Fund						
	FY21 Budget		FY21 YTD		% of Budget	
Revenues	\$	627,500	\$	28	0%	\$ 106
Expenditures	\$	821,898	\$	168,485	20%	\$ 48,485
	\$	(194,398)	\$	(168,457)		\$ (48,379)

*8.3% of the year is completed



Monthly Financial Report - October 2022

General Fund

% of year Completed

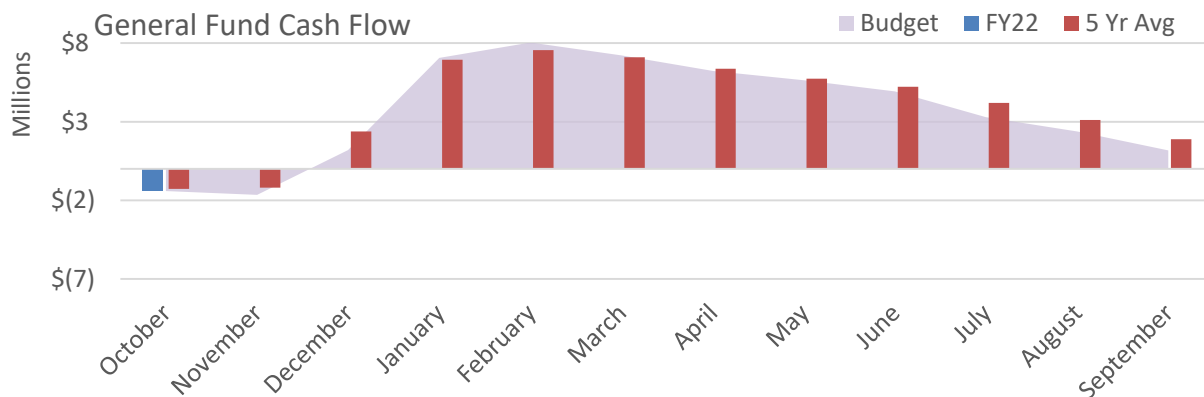
8%

% of Budget Spent

6%

	FY22 Budget	FY22 YTD	% of Budget	FY21 YTD	FY21% of Budget
Revenues	\$ 25,659,689	\$ 224,442	1%	\$ 302,923	1%
Expenditures	\$ 25,130,144	\$ 1,577,606	6%	\$ 1,300,787	5%
	\$ 529,545	\$ (1,353,164)		\$ (997,864)	

Through the first month of our new fiscal year, the General Fund has collected \$224,000 in revenue and spent 6%, or \$1.57m, of its budgeted expenditures. Our cash flow here looks to be significantly behind last year's position, driven by two factors. First, last year's licenses/permits revenue began the year strong, with building permits bringing in more double what was expected of October. Second, we've some contractual expenses hit earlier this year than in last October. This doesn't appear to be an indication of a true overage, but rather costs that were recorded a little earlier than previously. We should see our expenses come back in line with our expectations in the coming weeks.



General Fund Highlights

Revenue (FY21/FY20)

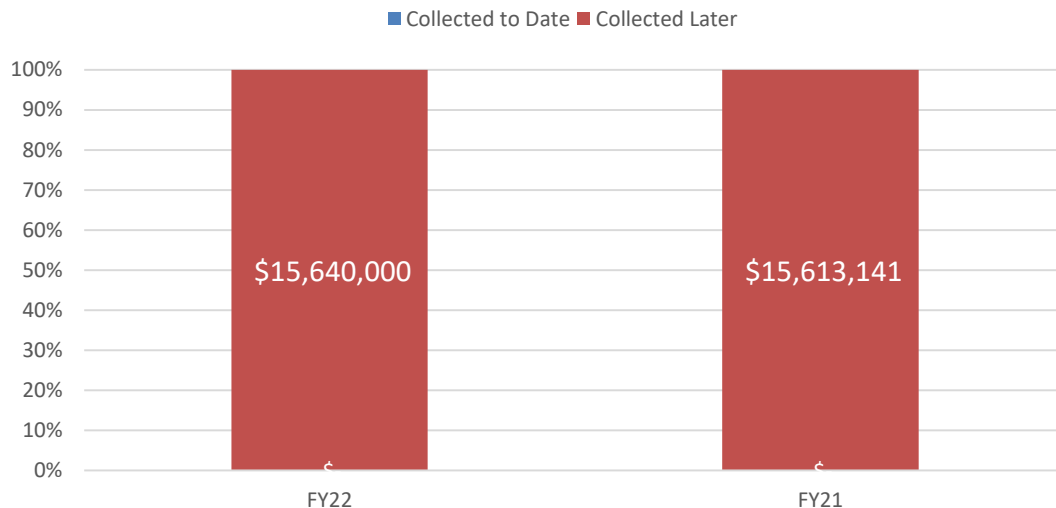
Property Tax	\$000k	Sales Tax	\$0k	Franchise Tax	\$0k
	➔		➔		⬇️
Licenses	-\$101k	Other Revenue	+\$23k	Total Rev	-\$78k
	⬇️		⬆️		⬇️

Expenditures (FY21/FY20)

Personnel	+\$142k	Contractual	+\$107k	Supplies	+\$13k
	⬆️		⬆️		⬆️
Capital	+\$14k	Transfers	\$ 0k	Total Exp	+\$277k
	⬆️		➔		⬆️

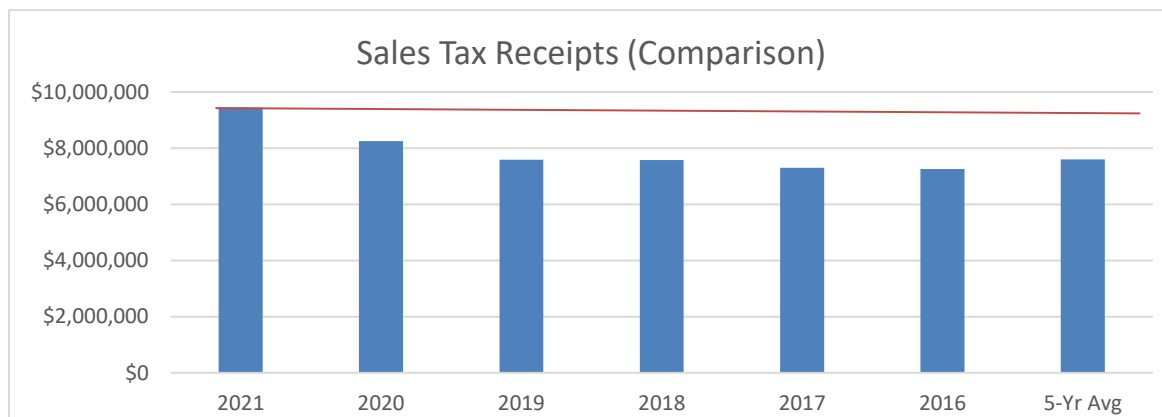
Monthly Financial Report - October 2022

Revenue Highlight: Property Tax



Colleyville is planning to receive \$15.64m in General Fund property tax this year, which makes for a small increase over actual FY21 property tax receipts. It should be noted that this increase comes from taxes off of new property, as opposed to increased taxes on existing property inside the City. As with last fiscal year, Colleyville's FY22 budget has been balanced using the no-new-revenue tax rate.

Revenue Highlight: Sales Tax



MTD Increase		YTD Increase	
↑	20.4%	↑	14.5%

Colleyville received its last collection of the fiscal year, and it brought in an increase of 20% over September of last year. This puts our total YTD growth to 14.5% over FY20, and makes for a total dollar gain of almost \$1.2 million. Statewide, Texas cities saw another month of double digit gains for a total fiscal year increase of 13%. DFW cities fared better with an average year-to-date increase of 15.65%. It also looks as if destination-based economies such as Hurst and Grapevine are continuing to post higher gains, indicating heightened in-person consumer activity.

Monthly Financial Report - October 2022

% of year Completed 8%

Water/Sewer Utility Fund

% of Budget Spent	8%
-------------------	----

	FY22 Budget	FY22 YTD	% of Budget	FY21 YTD	FY21% of Budget
Revenues	\$ 18,088,176	\$ 1,907,586	11%	\$ 1,628,756	9%
Expenditures	\$ 18,088,176	\$ 1,360,595	8%	\$ 1,263,959	7%
	\$ -	\$ 546,990		\$ 364,797	

Breakout of City's revenues/expenses from those related to the Trinity River Authority:

*TRA Revenue/Expense Summary				City Revenue/Expense Summary			
FY22 Budget		FY22 YTD		FY22 Budget		FY22 YTD	
Revs	\$ 14,359,032	\$	1,602,898	Revs	\$ 3,729,144	\$	304,688
Exps	\$ 13,909,032	\$	1,148,901	Exps	\$ 3,729,144	\$	211,694
Net	\$ 450,000	\$	453,997	Net	\$ -	\$	92,994

Through the first month of the fiscal year, the Utility Fund has collected 11% of its budgeted revenue and spent 8% of its budgeted expenditures, yielding a stronger surplus than we saw this time in the previous year. As summary above shows, the City's direct revenues are sufficiently covering its costs with a decent margin to spare. Isolating the Trinity River Authority revenues and costs, it appears as if the City has only been billed for debt service costs, meaning we may have reached our revenue requirement for the remainder of the Authority's fiscal year. This could mean that the City will only endure partial billing from the Authority, creating more T.R.A. related revenues than expenses. Should this be the case, any savings will go directly into the City's cash-funded capital improvement program to prevent any future debt issues as well as reduce any needed rate increases in the coming year.

Utility Operation Highlights

Avg Customer Count

FY22/FY21

0.0%

YTD Rainfall (Inches)

FY22/FY21

-1.49

Expenditures (FY21/FY20)

Mostly TRA costs ↓

Personnel	+ \$21k	Contractual	+ \$75k	Supplies	+ \$2k
					
Capital	-\$1k	Transfers	\$00k	Total Exp	+ \$97k
					

Colleyville's rate structure enables the City to more easily manage years of varying water consumption from year-to-year. The majority of the City's rate is comprised of a direct pass-through to TRA for water costs. Funding for the City's operational costs come from a fixed monthly charge to customers based on meter size. The goal of this fund is to break-even at the end of the year.

Monthly Financial Report - October 2022

Drainage Utility Fund

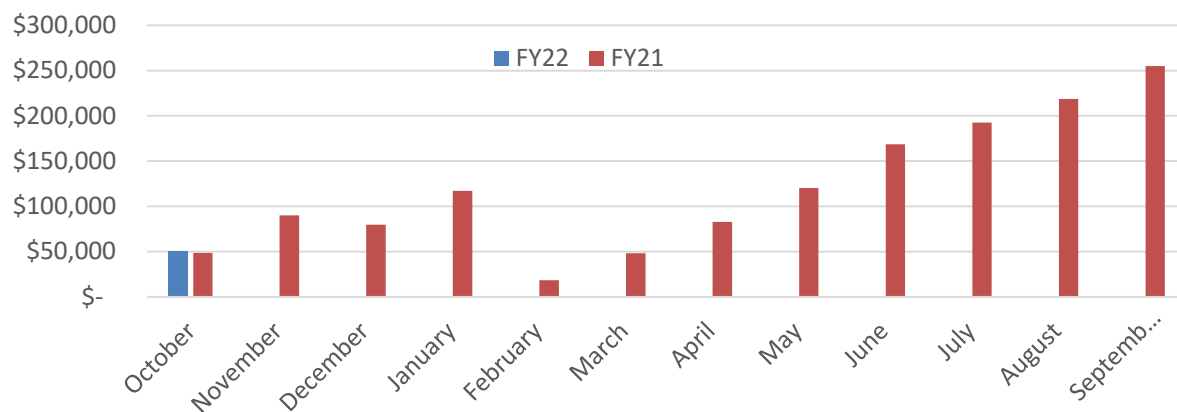
% of year Completed 8%

% of Budget Spent 5%

	FY22 Budget	FY22 YTD	% of Budget	FY21 YTD	FY21% of Budget
Revenues	\$1,030,868	\$ 84,948	8%	\$ 84,117	9%
Expenditures	\$ 694,205	\$ 34,860	5%	\$ 35,442	4%
	\$ 336,663	\$ 50,087		\$ 48,675	

To date, the Drainage Utility Fund has received 8% of its budgeted revenue and spent 5% of its budgeted expenditures. This fund's cash flow is along the same lines as last year with a surplus of over \$40,000. Historically, drainage fee revenues tended to average at 1.2% higher than the previous fiscal year. However, as the City reaches build out these revenues tend to be more stable from year to year. At this point we're seeing less than 1% growth for FY22. As with our other operating funds, any year-end surplus in this fund will be moved to the Drainage Capital Fund for use on the City's capital improvement plan.

FY22 vs. FY21 Cash Flow



Drainage Fund Operation Highlights

Revenue - Drainage Fees

FY22/FY21 0.1%

FY21/5-Yr Avg 2.0%

Expenditures (FY21/FY20)

Personnel	+ \$1k
Supplies	-\$1k
Debt Service	-\$1k

Contractual	\$0k
Capital/Xfers	\$00k
Total Exp.	-\$1k

Note: this fund's debt service is has been retired as of fiscal year 2021.

Monthly Financial Report - October 2022

Hotel Tax Fund

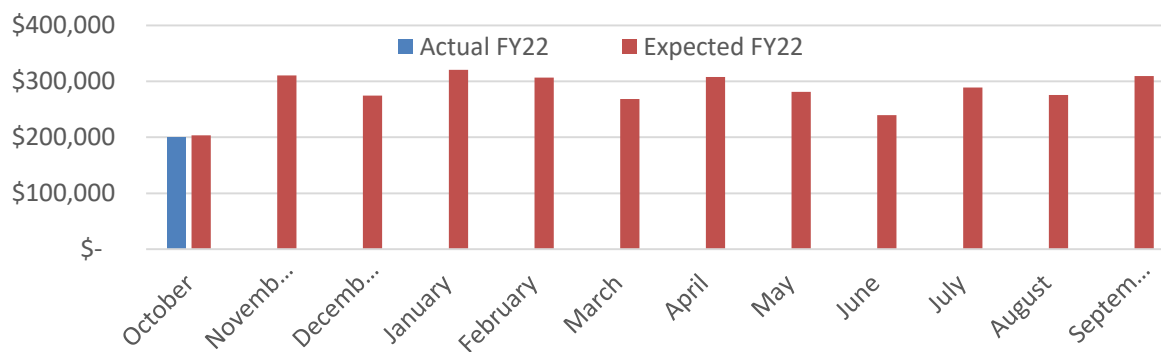
% of year Completed 8%

% of Budget Spent 6%

	FY22 Budget	FY22 YTD	% of Budget	FY21 YTD
Revenues	\$ 252,500	\$ -	0%	\$ 32
Expenditures*	\$ 247,822	\$ 13,842	6%	\$ 7,470
	\$ 4,678	\$ (13,842)		\$ (7,438)

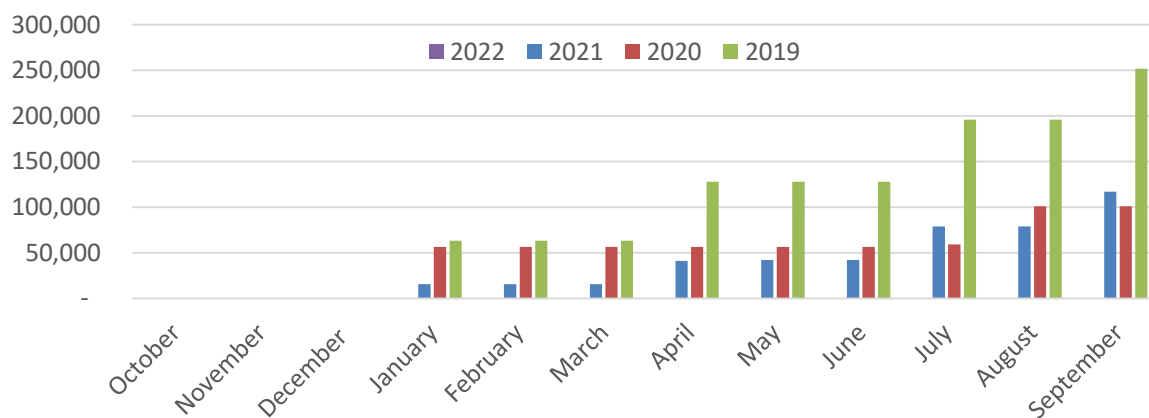
COVID-related economic disruptions obviously took a toll on any travel-related revenues in the last few years, but the Hotel Occupancy Tax Fund has remained with a strong balance to fund its costs. Fortunately, travel activities are on the rise and revenue in this fund is making a swift comeback. Our FY21 ending fund balance came to \$207,000, and will be spent down until the first quarter of this fiscal year, when our first tax payment comes in. Revenue had begun to increase through the end of FY21 and staff anticipates this to continue. Costs funded out of here include personnel related directly to advertising the city as well as Colleyville Center costs and some special events.

Expected Fund Balance vs. Actual Fund Balance (by month)



Hotel Tax Performance

FY22 Revenue vs. History



Monthly Financial Report - October 2022

Debt Service Fund % of year Completed 8%
 % of Budget Spent 20%

	FY22 Budget	FY22 YTD	% of Budget	FY21 YTD	FY21% of Budget
Revenues	\$ 627,500	\$ 28	0%	\$ 106	0%
Expenditures*	\$ 821,898	\$ 168,485	20%	\$ 48,485	6%
	\$ (194,398)	\$ (168,457)		\$ (48,379)	

Being predominately funded through property taxes, the Debt Service fund has yet to receive a substantial portion of its revenue this year. Cash-flow for this fund is very predictable, as most revenues are recognized in December/January and debt service payments occur twice annually, with lease payments also occurring throughout the year. As of October's figures, the fund is running a deficit of about \$168,500 due to a least payment made in October. It should be noted that our updated property tax forms necessitate a planned spend down of fund balance by \$194,000 this year. With Colleyville's current debt service schedule, all bonded debt is on track to be paid off by FY27.



For any questions or comments regarding this report, please contact:

Kyle Lester
 Finance Director
 City of Colleyville, TX
klester@colleyville.com
 817-503-1014



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6a

Agenda Date 11/16/2021

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

Second Reading and Public Hearing

The applicant was present at the first reading and spoke in favor of the request.

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, and 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

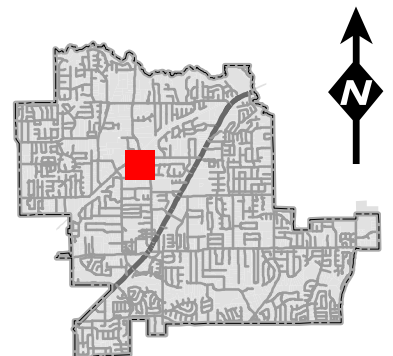
Aerial Map



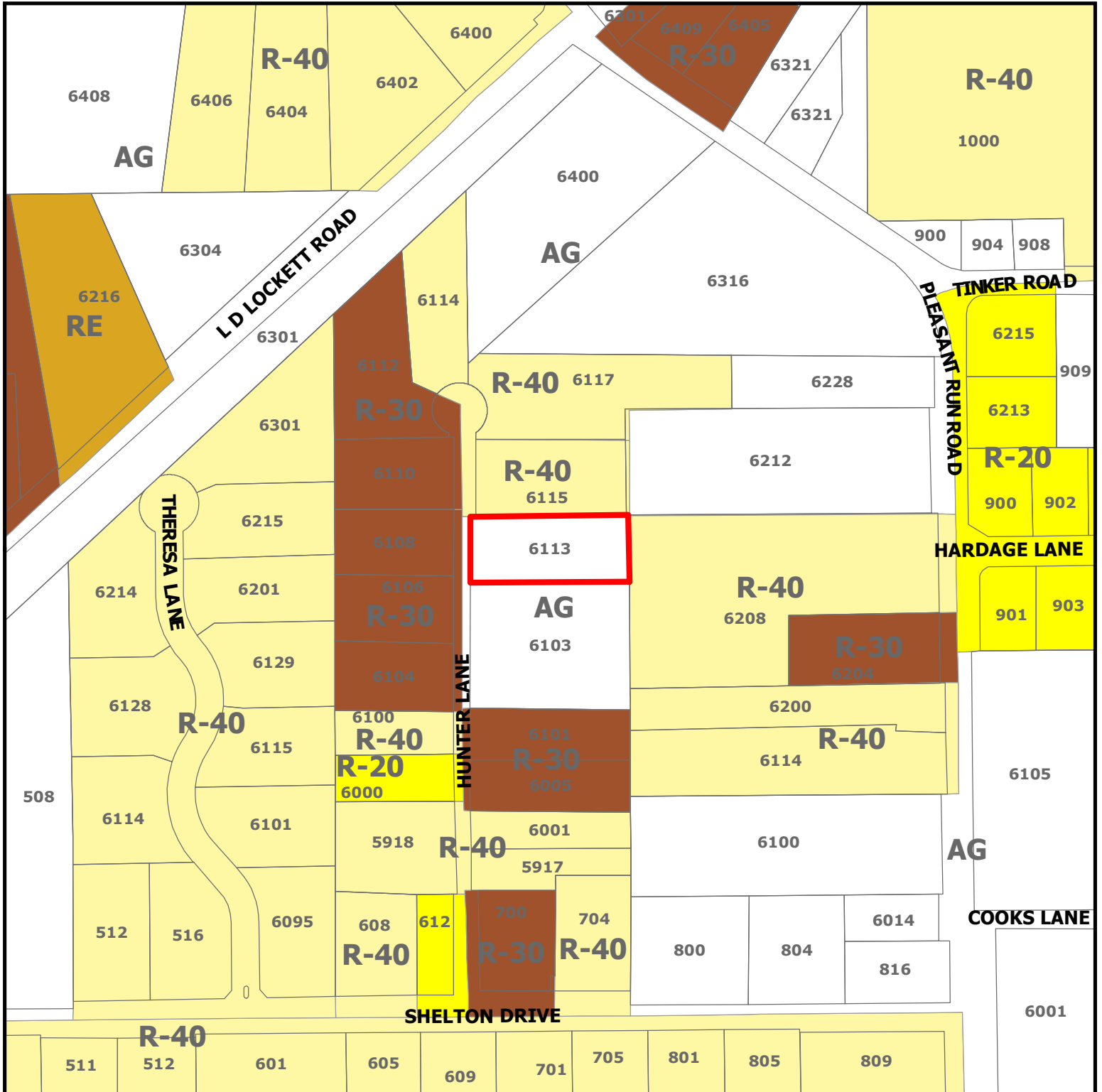
ZC21-026
6113 Hunter Lane

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.

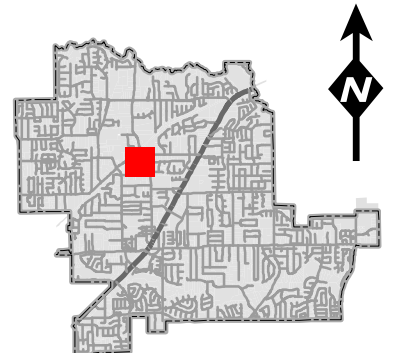
 Subject Property



Zoning Map



ZC21-026
6113 Hunter Lane



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 Subject Property

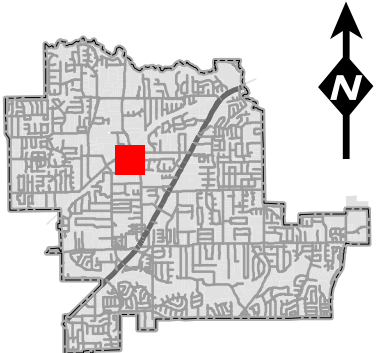
Future Land Use Map

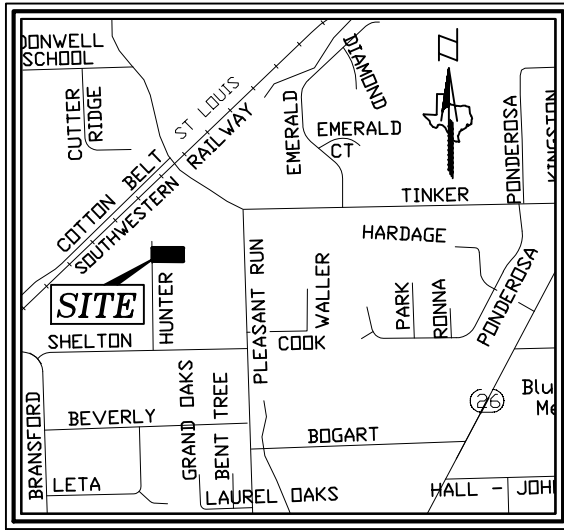


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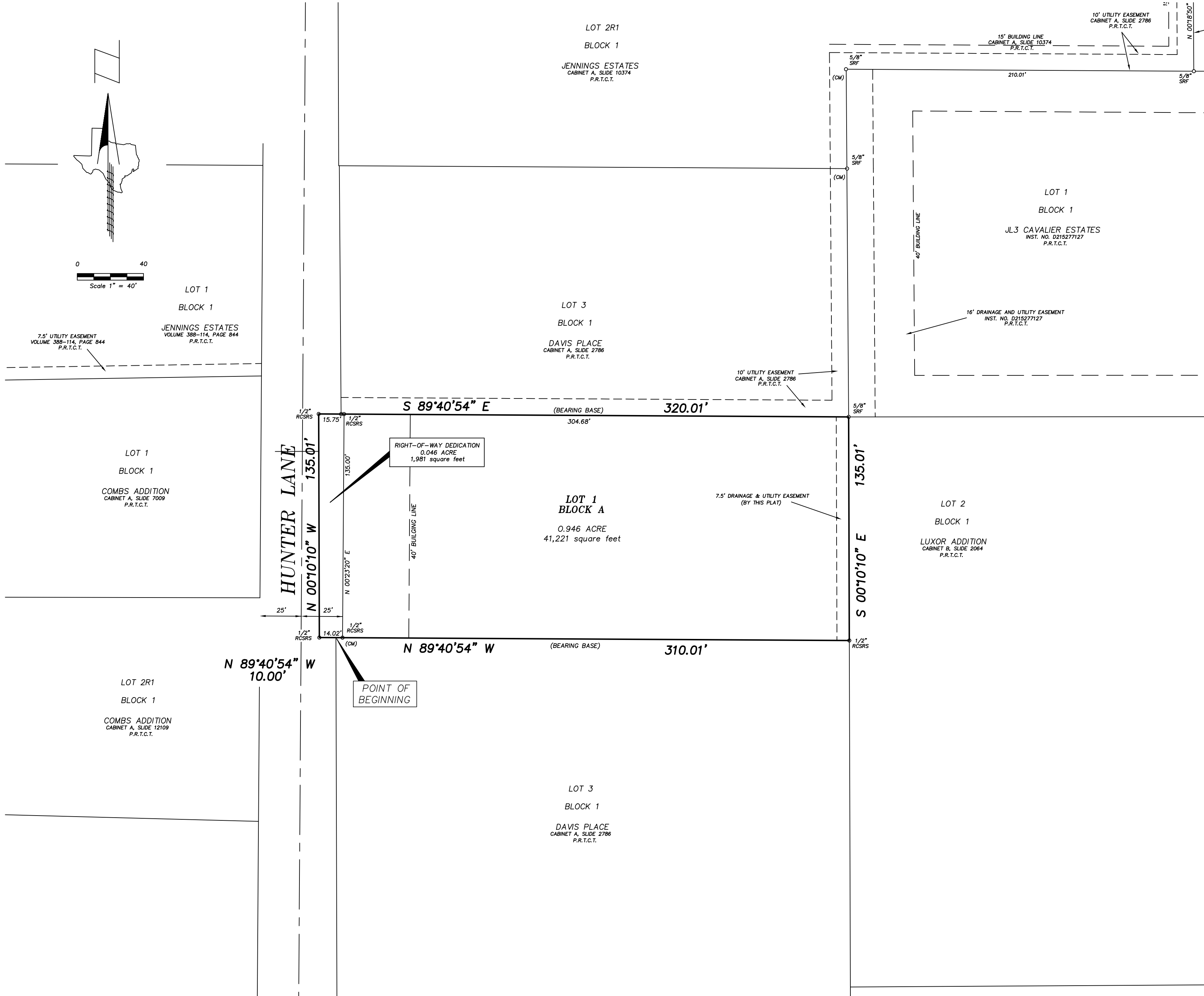
ZC21-026 6113 Hunter Lane

-  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
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

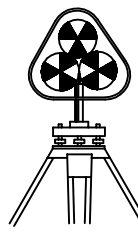
MINOR PLAT
OF
LOT 1, BLOCK A
CHAMBLEE ESTATES
0.992 ACRES

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:

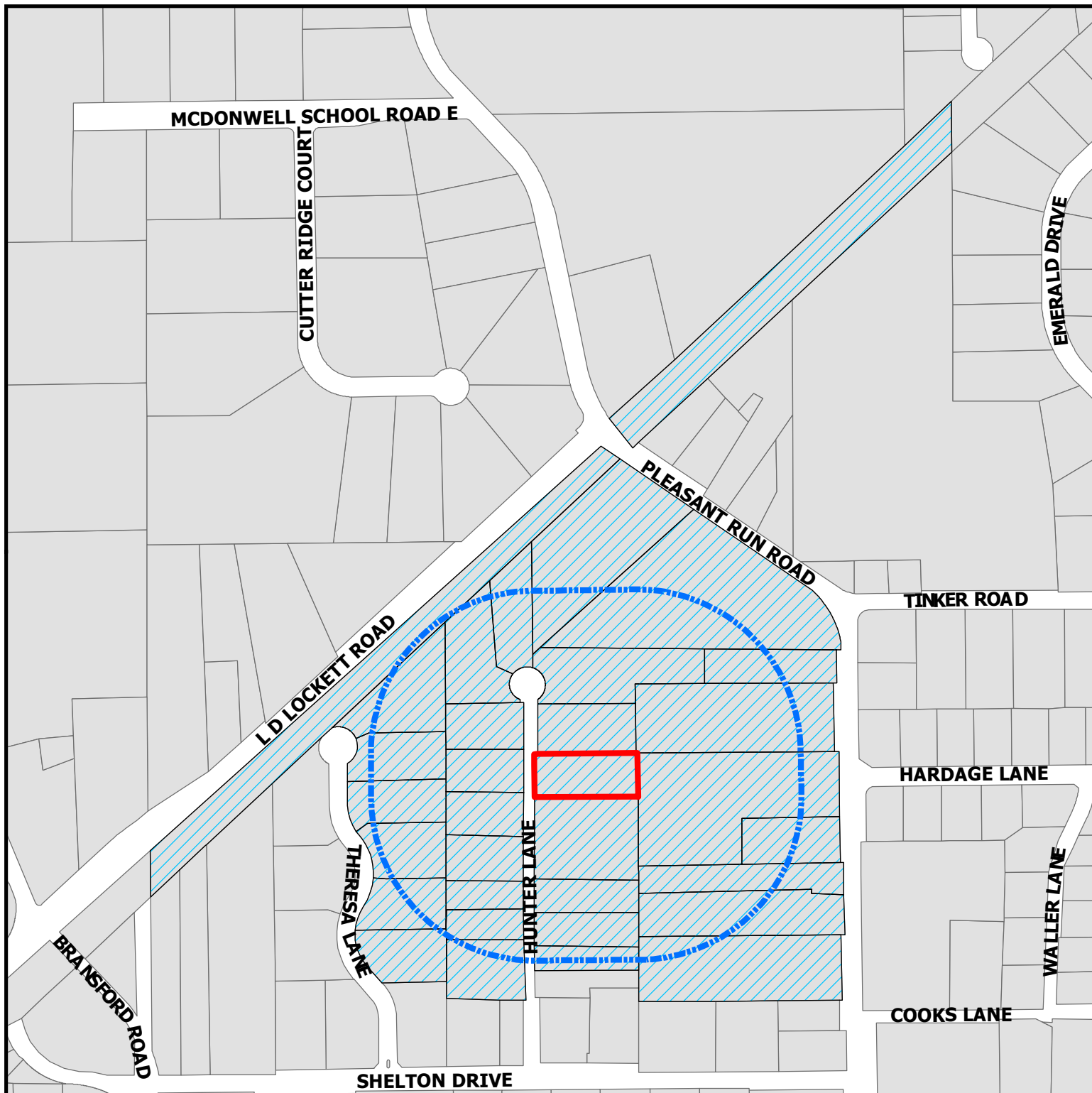
RENNAISSANCE HOMES DFW
PO BOX 1078
EULESS, TEXAS 76039
OFFICE: 512-658-5814
CONTACT: MR. JOHN JEFFORDS

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.

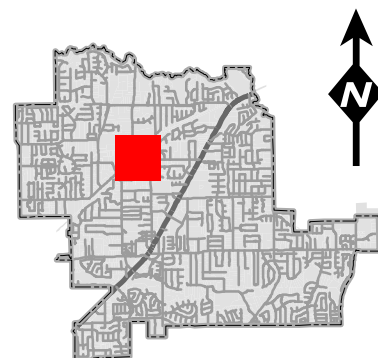
Notification Map



ZC21-026
6113 Hunter Lane

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





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

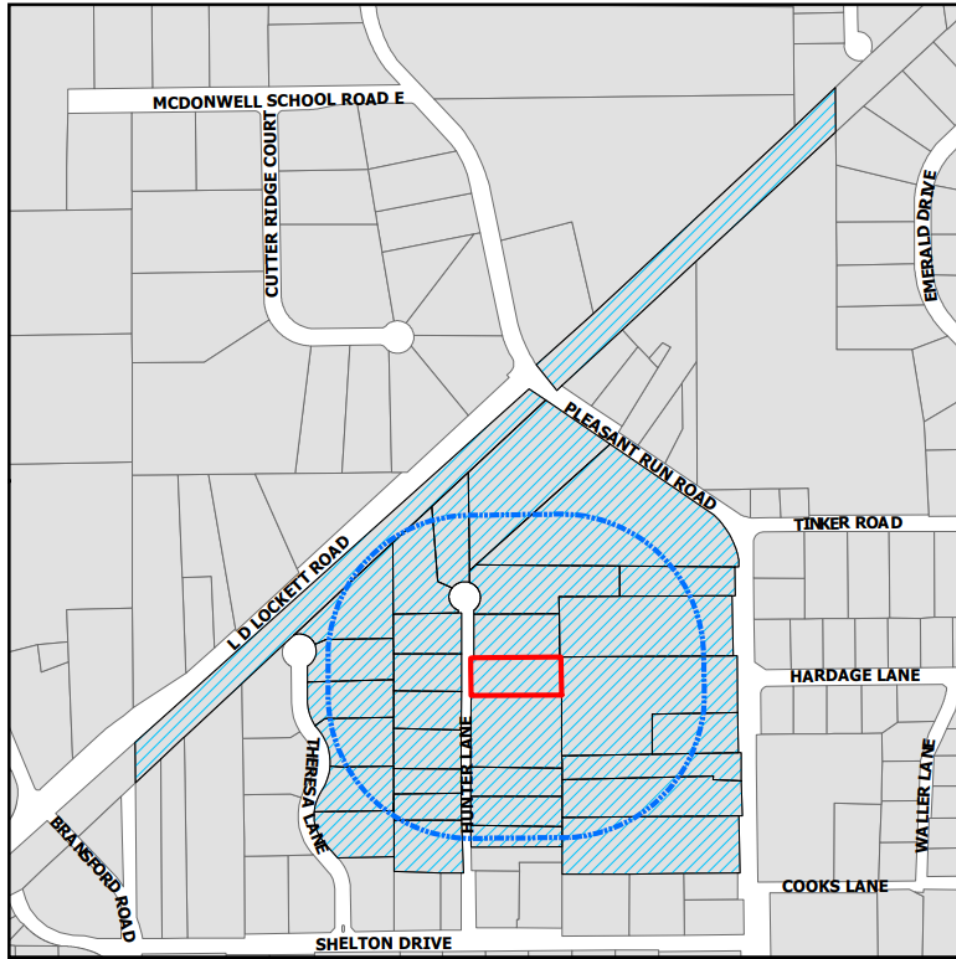
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a 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:

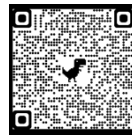
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

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

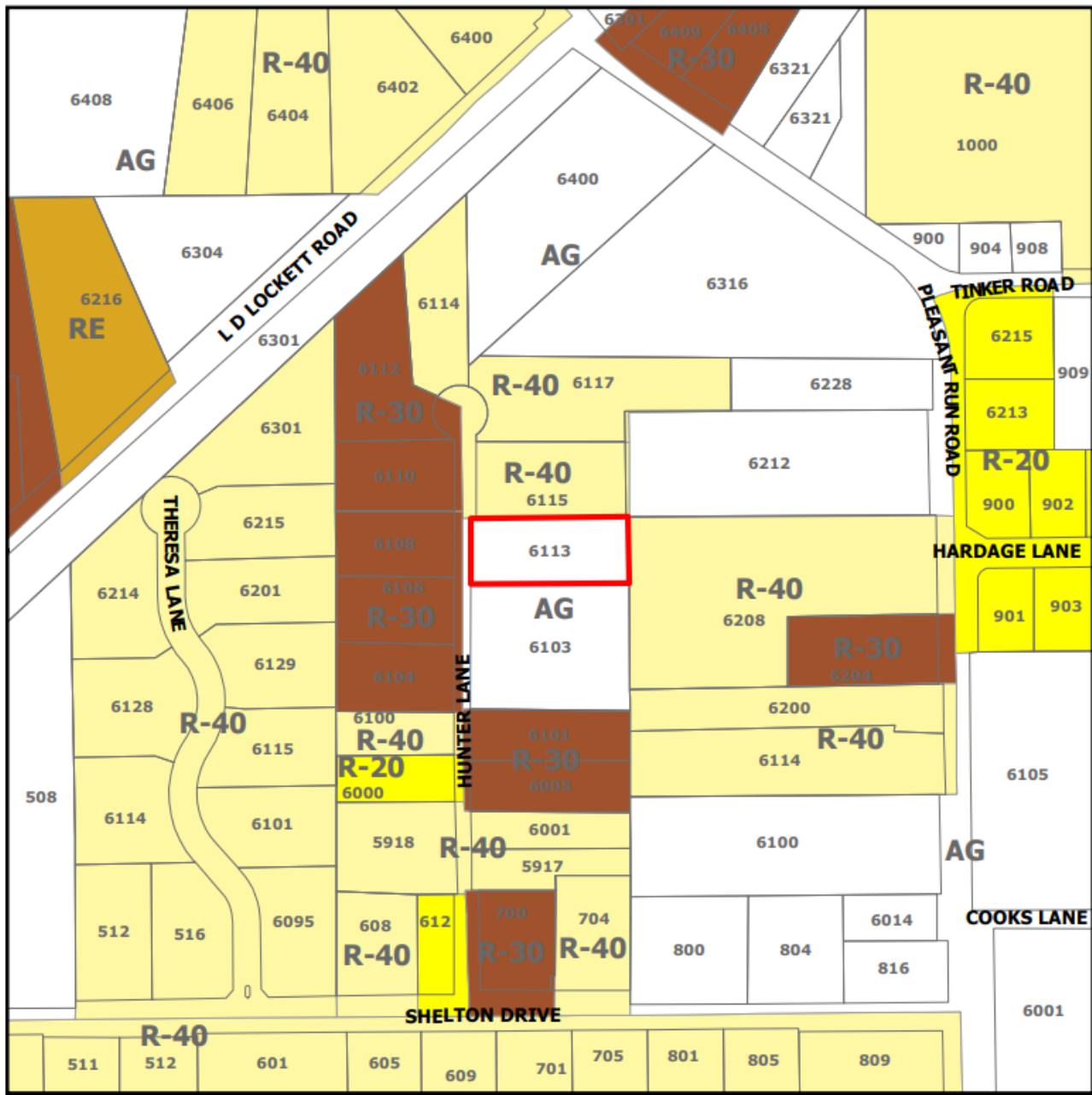
Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A"- Zoning Map



[illegible]



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6b

Agenda Date 11/16/2021

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

Second Reading and Public Hearing

Brief discussion was had highlighting the selection process.

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) cities 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 Keller
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.

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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 7a

Agenda Date 11/16/2021

Number Resolution R-21-4671

Type Resolution

Department Community Development

Title

Consideration of a Minor Plat with a Plat Waiver for Lot Width for Tract 2F01, Abstract 1692, Joseph White Survey, located at 6113 Hunter Lane, Case PC21-016

Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

Explanation

Reading and Public Hearing

John Jeffords, the applicant, has submitted a request for a Minor Plat with Plat Waiver for lot width for Lot 1, Block A, Chamblee Estates; being Tract 2F01, Abstract 1692, Joseph White Survey; being approximately 0.992 acres; and zoned AG Agricultural. The purpose is to plat the property in order for a new single-family home to be constructed. There are no new lots proposed.

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 Agricultural to the R-40 district and plat the property into one single-family residential lot. 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 proposed lot is compatible with the R-40 zoning district except for the lot width being 135 ft. and not the required 150 ft. A plat waiver for lot width will

bring the lot into conformance with the Land Development Code and meets the intent of the City's Comprehensive Master Plan.

Plat Status: The property is unplatted.

DRC Review: The DRC met on September 17th and offered the following comments to the applicant:

1. Are there any permanent structures remaining? If so, then provide a separate document showing them.
2. Provide 7.5' easements along the side property lines and 16' along the rear property line.
3. Include a plat note stating: waiver for lot width.
4. Add a City Council signature approval block.

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.

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 that 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 a Plat Waiver for Lot Width.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the plat with the 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. Minor Plat
5. Notification Map
6. Property Owner Notification
7. Notify List
8. Resolution R-21-4671

Aerial Map

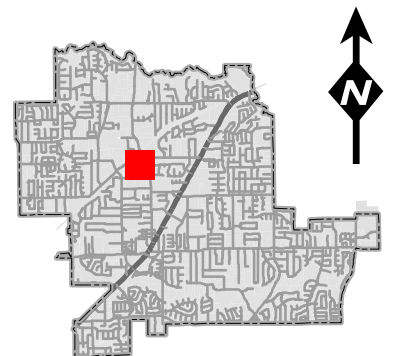


PC21-016
6113 Hunter Lane

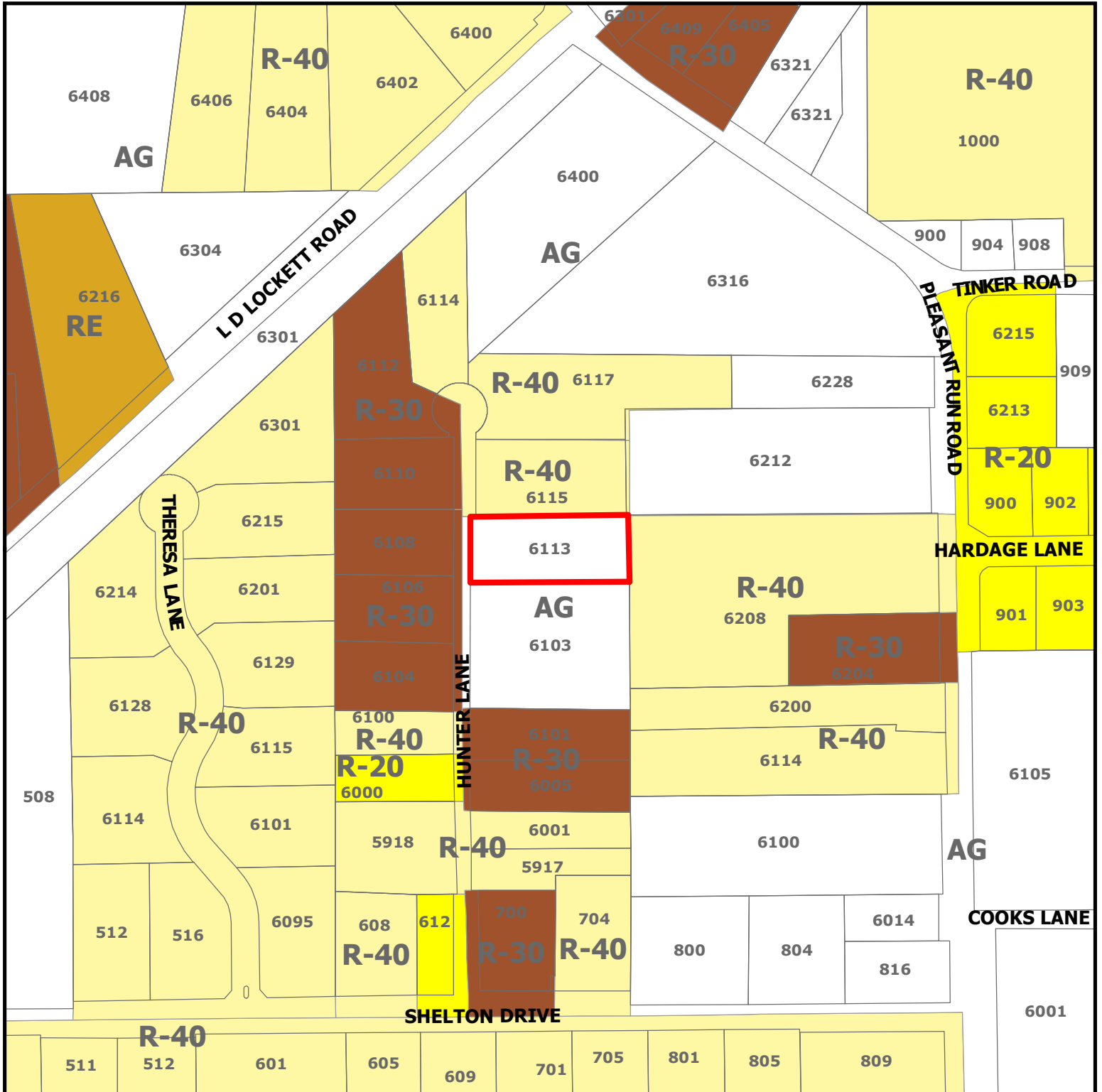
DISCLAIMER:
 This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances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



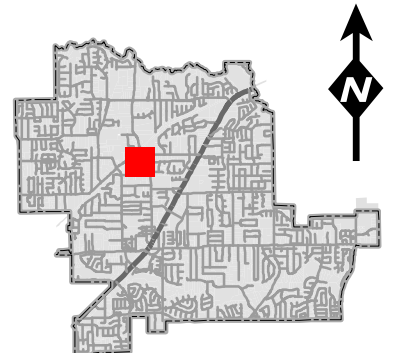
Subject Property



Zoning Map



PC21-016
6113 Hunter Lane



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Subject Property

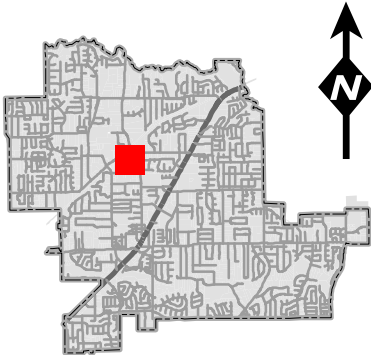
Future Land Use Map

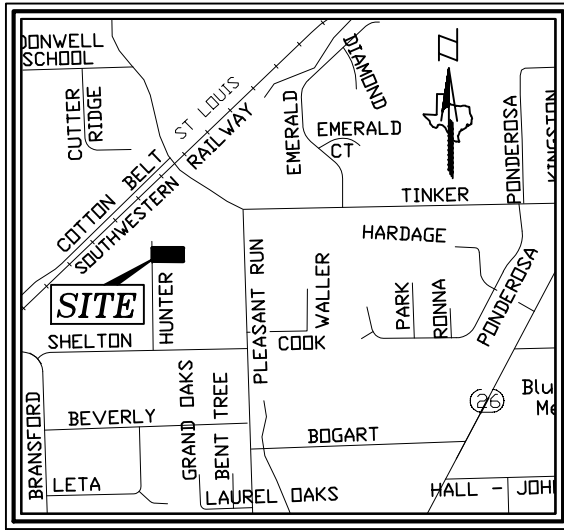


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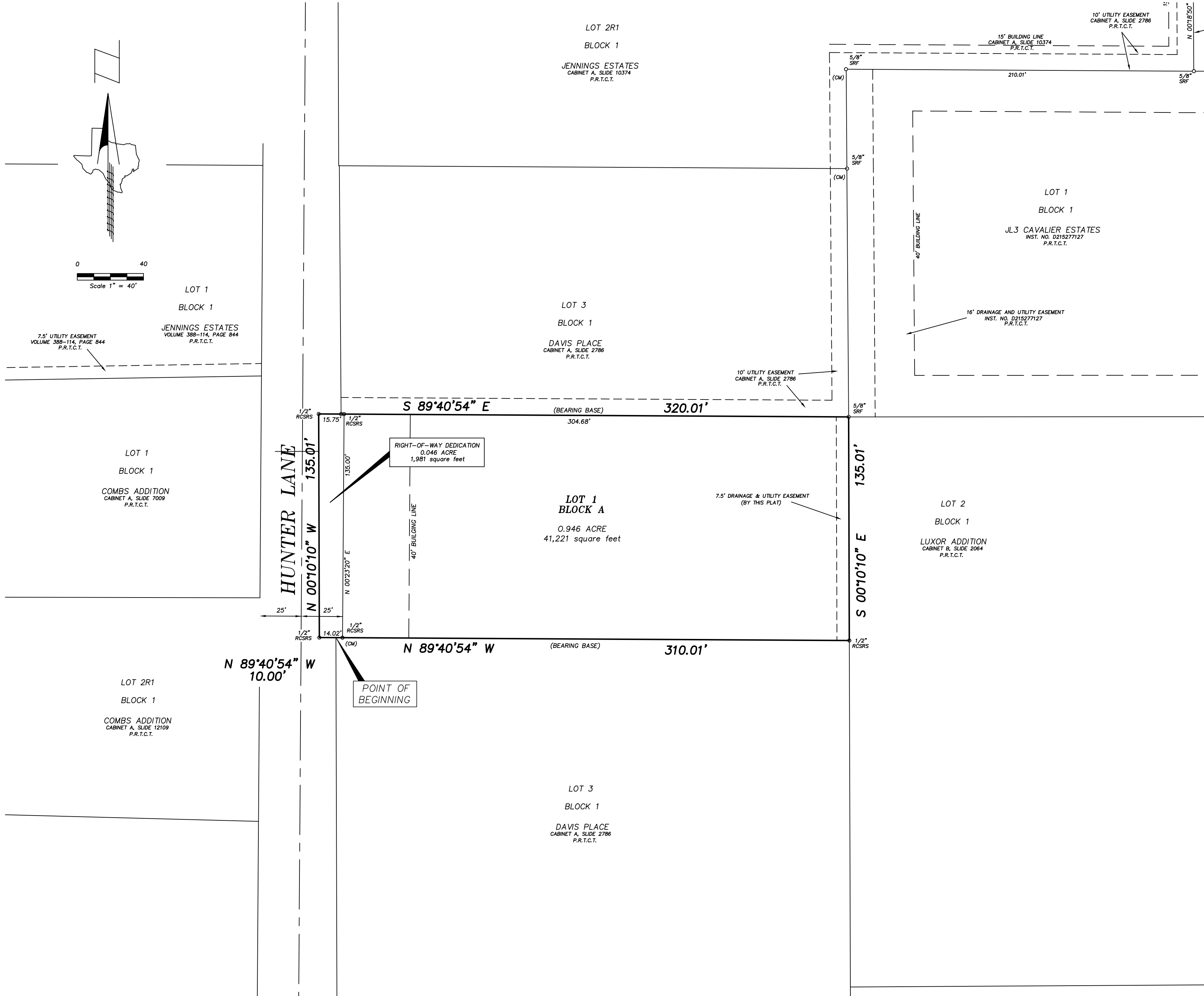
PC21-016 6113 Hunter Lane

-  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

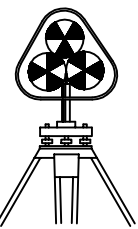
LOT 1, BLOCK A
CHAMBLEE ESTATES
0.992 ACRES

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:

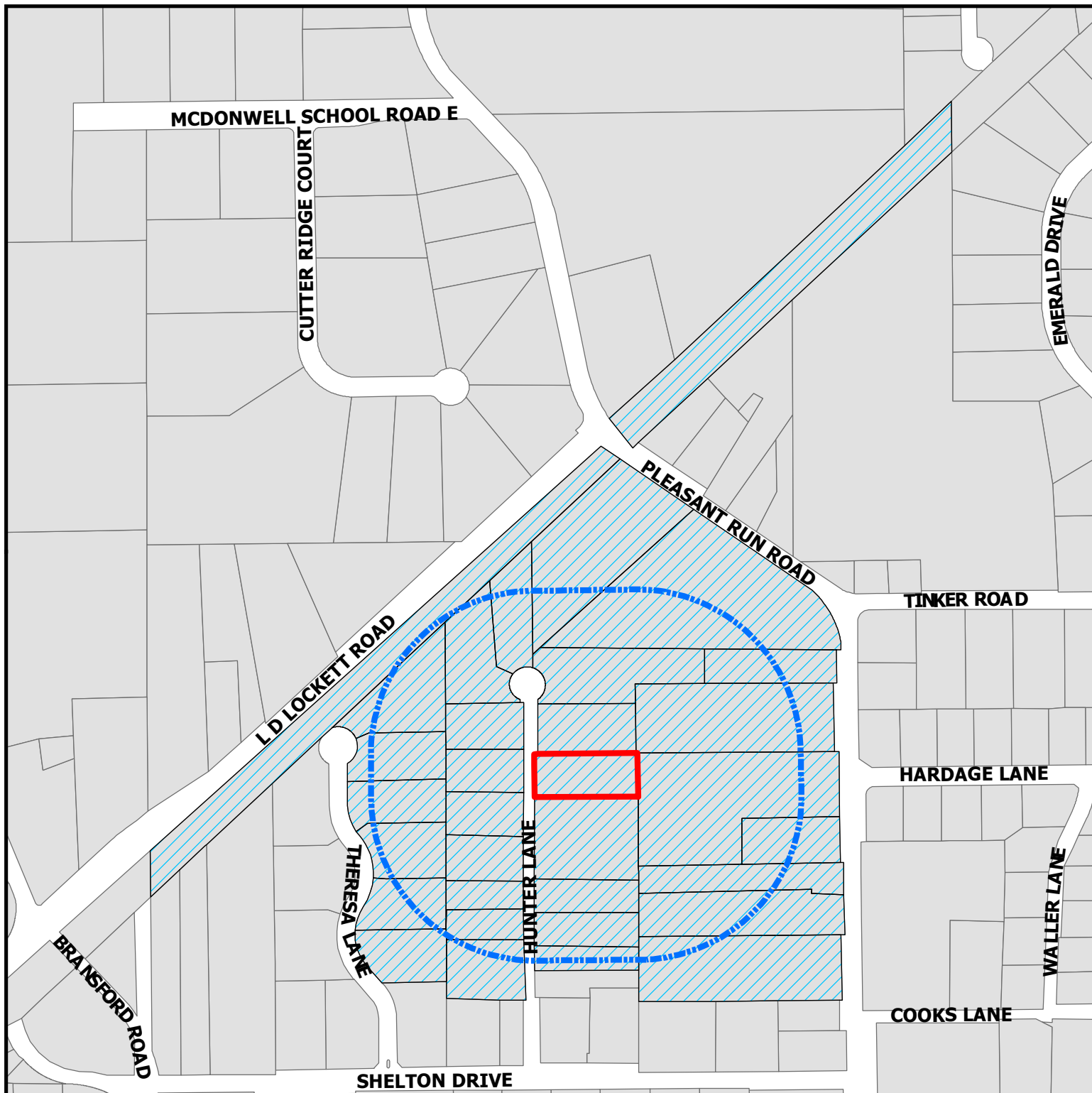
RENNAISSANCE HOMES DFW
PO BOX 1078
EULESS, TEXAS 76039
OFFICE: 512-658-5814
CONTACT: MR. JOHN JEFFORDS

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.

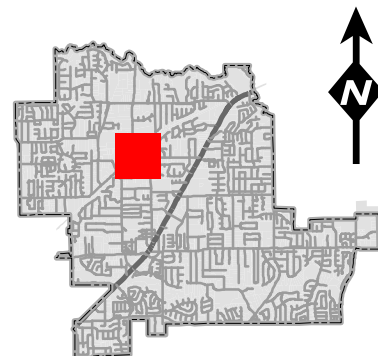
Notification Map



PC21-016
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 16, 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 lot width for Tract 2F01, Abstract 1692, Joseph White Survey. The purpose of the request is to allow for the construction of a new home.

Zoning Case: PC21-016

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

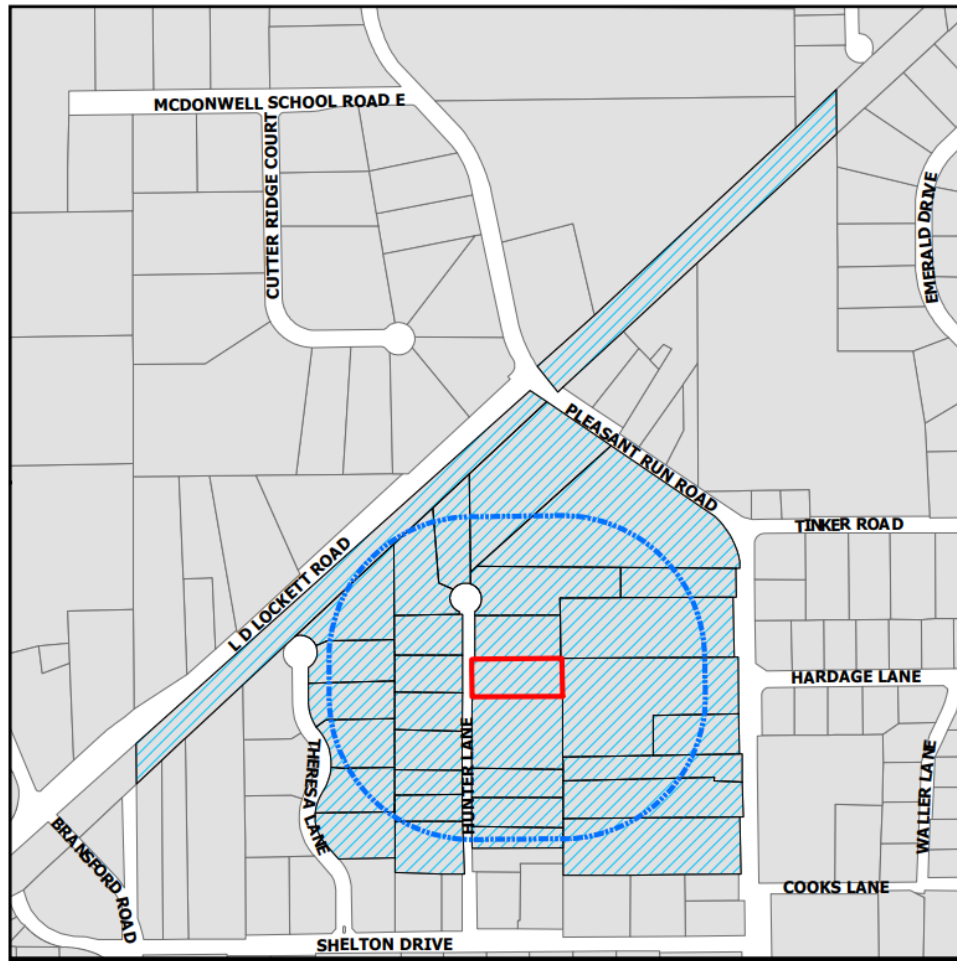
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a 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:

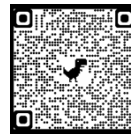
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

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

RESOLUTION R-21-4671

**A RESOLUTION APPROVING A MINOR PLAT WITH PLAT WAIVER
FOR LOT 1, BLOCK A, CHAMBLEE ESTATES**

WHEREAS, the Planning and Zoning Commission recommended approval of a Minor Plat with Plat Waiver for Lot Width for Lot 1, Block A, Village Court, 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 Lot Width, for Lot 1, Block A, Chamblee Estates on approximately 0.946 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 16th 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	_____		

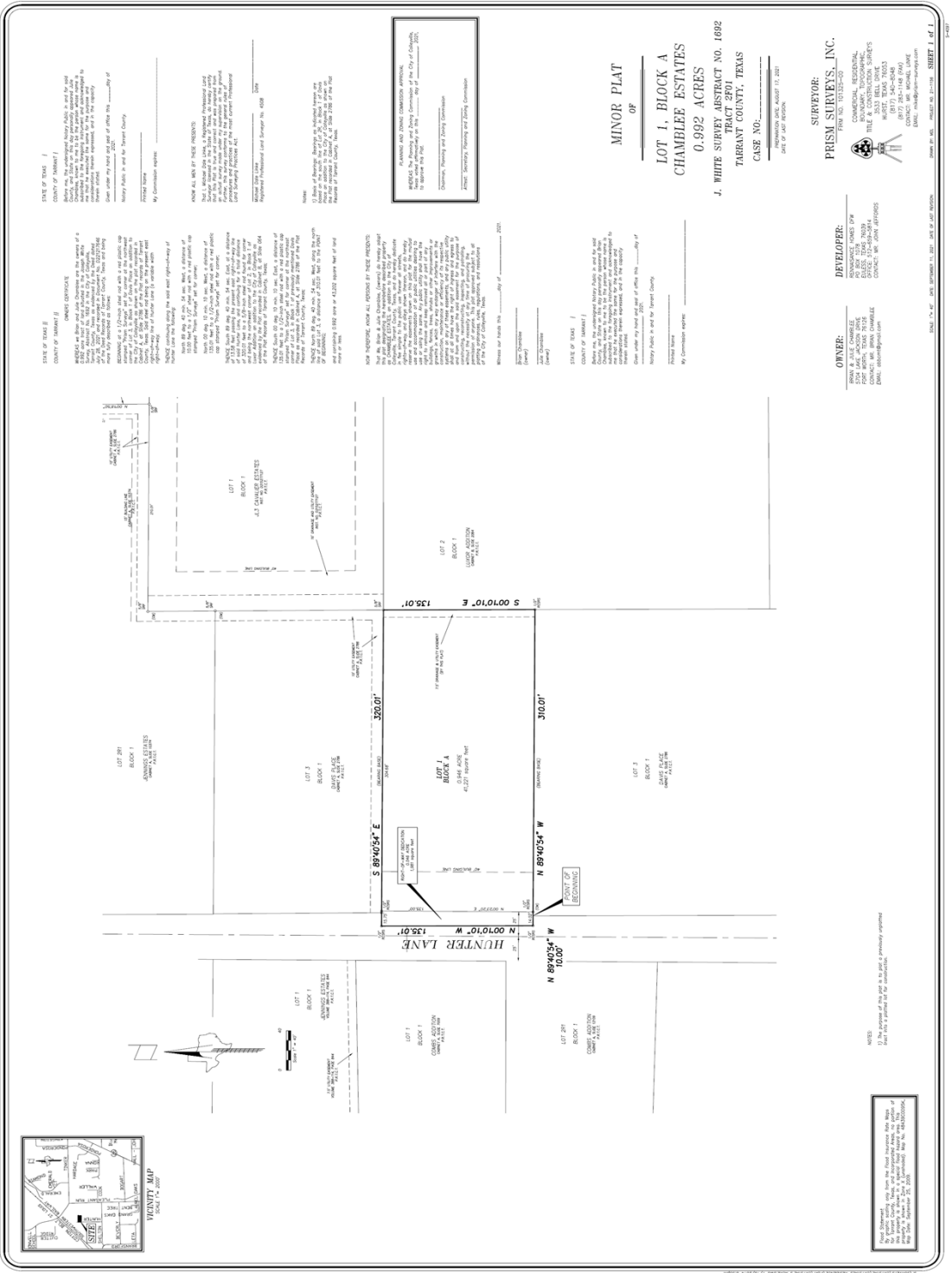
ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

Exhibit "A" - Plat Exhibit





City of Colleyville City Council Agenda Briefing

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

Agenda Number 7b

Agenda Date 11/16/2021

Number Resolution R-21-4672

Type Resolution

Department City Secretary

Title

A resolution changing the March and October 2022 City Council meetings dates

Strategic Plan

1.4 Communicate thoroughly and strategically

Explanation

Reading and Public Hearing

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.

At the Worksession of November 1, 2021, City Council discussed changing the dates of the March and October City Council meetings in 2022. The meetings will be moved to accommodate the election, GCISD spring break, and National Night Out in Texas.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Resolution R-21-4672

RESOLUTION R-21-4672

A RESOLUTION CHANGING THE DATES OF REGULAR CITY COUNCIL MEETINGS IN MARCH AND OCTOBER 2022

WHEREAS, in accordance with the City Charter, and Section 3.1 of the City Council Rules of Procedure, *the City Council shall meet in the City Hall on the first and third Tuesday of each month at 7:30 p.m. unless otherwise officially established by the City Council; and*

WHEREAS, City Council desires to change City Council meeting dates in March and October, 2022, to accommodate Election Day, GCISD spring break, and National Night Out in Texas.

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

- Sec. 1. THAT the first regular City Council meeting of March will be held March 2, 2022.
- Sec. 2. THAT the second regular City Council meeting in March will be held March 22, 2022.
- Sec. 3. THAT the first regular City Council meeting in October will be held October 3, 2022.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, 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



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7c

Agenda Date 11/16/2021

Number Resolution R-21-4673

Type Resolution

Department City Secretary

Title

Appointing members to the Library Board

Strategic Plan

1.1 Actively involve and engage stakeholders

Explanation

Reading and Public Hearing

There are three place positions, and two alternate positions on the Library Board, whose terms expire November 2021:

Place 1 - Kay Newton

Place 3 - Pat Jones

Place 5 - Tina Bond

Alternate 1 - Wanda Cotter

Alternate 2 - Vacant

The applicants are listed below, and their applications are attached.

Amy Ackermann

Wanda Cotter

Pat Jones

Kay Newton

Bob Scott

Joseph Stout

The Library Board bylaws also provide for the "President of the Friends of the Colleyville Public Library and the President of the Colleyville Public Library Foundation to serve as ex-officio members of the Library Board, with terms to run concurrent with the terms as President of each organization." Currently, Joan Roberts serves as President of the Friends of the Colleyville Public Library, and Denise Light President of the Colleyville Public Library Foundation. This resolution provides for City Council to consider appointments to the Library Board.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Library Board applications
2. Resolution R-21-4673



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. LIBRARY BOARD
2. CLICK HERE TO MAKE SELECTION
3. CLICK HERE TO MAKE SELECTION



Name: ☒ Ms. ☐ Mrs. ☐ Mr. Wanda Cotter

Address: 5601 Oak Top Drive

Phone: 8068863661 E-mail Address: pleiades1972@gmail.com

How long have you been a Colleyville resident? 3 1/2 years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

1. City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:

I'm a retired English/Literature teacher at the secondary and junior college level, I have worked in libraries in the past, and I'm a passionate reader and life-long learner.

2. What do you perceive your role will be in serving on a board, commission, or committee?

I would see my role first as watching, listening, and learning while I figure out how to add my strengths and opinions to the board as a whole to extend and strengthen the library's role in the community.

3. In your opinion, what policies/programs/assets of Colleyville are working well?

I've loved living in this community and learning about it. I've been really impressed by the recreation programs and the community support of the schools. Since I live near 26/Glade, I've been able to watch the construction there and begin to see how it will improve area transportation and commerce. Also, I enjoy the area around City Hall and the library because it's so peaceful to sit out in the breezeway and read.

4. What are some issues in Colleyville which may require change?

I'd love to see the Main Street area and city plaza turn into a more pedestrian-friendly area with shops and restaurants. Also, I'd like to see more city parks and recreation areas appropriate for young children like my grandchildren, ages 2 and 4. I enjoy classes at the senior center and would like to see more exercise equipment there.

5. If you could influence the City in just one way, what would that be?

Wow! I'd certainly choose to make the city library something equivalent to the Grapevine library.

6. Please share your vision for the City of Colleyville.

My vision for the city would be to retain the wonderful rural feeling that exists in the area of town where I live. Each day when I travel to Southlake to pick up my grandson at his preschool, it's like a beautiful, relaxing country drive.

All information provided is public pursuant to the Texas Public Information Act.

Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office:
817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 10/7/21

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Acknowledged By: AL



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) **Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)**

1. CLICK HERE TO MAKE SELECTION
2. CLICK HERE TO MAKE SELECTION
3. CLICK HERE TO MAKE SELECTION

Name: ☒ Ms. ☐ Mrs. ☐ Mr. Pat D. Jones

Address: 102 Van Buren Court, Colleyville, TX 76034

Phone: 817-281-6807

E-mail Address: patjones102@gmail.com

How long have you been a Colleyville resident? 45 years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

1. **City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**

1998 Library Task Force, 2000 Reactivated Friends of the CPL, 2000-2002 President, Friends, 2001 Colleyville Volunteer of the Year, 2001-2011 Library Board (1st Person Appointed), 2017-2021 Library Board, 2001-2003 President, Library Board, 2002-2021 CPL Foundation, 2016-2020 President, CPL

2. **What do you perceive your role will be in serving on a board, commission, or committee?**

Fulfilling the attendance requirement and giving active support to matters concerning the library, its functions and goals.

3. **In your opinion, what policies/programs/assets of Colleyville are working well?**

I believe that the library is the cultural, educational and community asset to the city as was our goal from the beginning. Always a treat watching families enjoying the parks, and the music that has been added recently.

4. **What are some issues in Colleyville which may require change?**

We always have changing issues as the weather delt us a huge blow this year, and our city, firemen and police came to our rescue. Guarding the residents against this type of weather woes should be on our priority list.

5. **If you could influence the City in just one way, what would that be?**

Everyone should SMILE more.

6. **Please share your vision for the City of Colleyville.**

To continue being a city devoted to its residents needs and keeping all safe to enjoy living.

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Application for Appointment

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1. ☐ PARKS AND RECREATION ADVISORY BOARD

2. ☐ LIBRARY BOARD

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Amy Ackermann

Address: 1905 Camden Court, Colleyville, TX 76034

Phone: 817-600-8838 E-mail Address: AmyATX99@gmail.com

How long have you been a Colleyville resident? 8 years ('17-'21) & ('90-'96)

☒ I understand attendance and active support is required for each appointee. ☒ I understand I am required to comply with the Texas Open Meetings Act training. ☒ I understand I must bring my own device to meetings to view packet information. ☒ I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

1. City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function: I served 3 years as Chair for the Social & Concert Committee for a subdivision with over 1500 homes (Brookstone Country Club, Marietta, GA). I also served as an ACC committee member for 3 years. As Social Chair, I initiated new programs and events that continue to be held annually, including the development of a concert series for the community (held 3x/year in the subdivision green space). The success of the concert series led to HOA funds being allocated to building a permanent concert stage on the green space.

In addition, my committee initiated the start of an annual Fall Festival within the neighborhood. The festival was designed to be sponsored by local businesses, so that there was zero cost to the community. The festival included carnival games, inflatables, and food trucks.

I created a "Moms of Brookstone" playgroup and philanthropic group which initially was designed for families within the subdivision, but as the group gained momentum and popularity it was expanded to including other neighborhood families. The group was organized to have playdates for children of all ages and regularly scheduled philanthropic activities that were age appropriate. One of our most proud philanthropic endeavors was the sponsorship of fulfilling Christmas list wishes for children in the CASA program.

Currently, I serve as an ACC (Architectural Control Committee member) for my subdivision, Broughton. Prior to getting involved in the neighborhood boards and committees, I was a District Sales Manager for Abbott Pharmaceuticals. Prior to being a District Manager, I was a Sales Trainer and Sales Representative in the Pharmaceutical arena (Abbott Pharmaceuticals and Ferndale Laboratories).

My sales experience (15 years), leadership as a District Sales Manager and serving on neighborhood boards would be an invaluable asset to serving on one of Colleyville's committees. I enjoy collaborating with others and with businesses to benefit the community.

I grew up in Colleyville ('92 GHS graduate) and 4 years ago we returned to settle in Colleyville and raise our children. I chose Colleyville for my family because it is a wonderful place to live and raise children. I would be proud to serve and lend my services to the Colleyville community.

2. What do you perceive your role will be in serving on a board, commission, or committee?

As a servant leader, my role would be to protect the integrity of Colleyville's Master Plan, yet listen to community input and work together to grow and develop the community to stay "current / with the times" but not lose that "Colleyville charm" that residents desire.

3. In your opinion, what policies/programs/assets of Colleyville are working well?

Colleyville has continued to preserve the small town feel yet offer the amenities and advantages of living in a bigger city. The city leadership (City Council, CPD) are approachable and demonstrate active commitment to responding to the community concerns and requests. (Ex. incorporating community input from surveys into the master plan, and transparency of leadership meetings) I have a similar leadership style, developed during my tenure as a Sales Manager in the Pharmaceutical arena.

4. What are some issues in Colleyville which may require change?

Remaining flexible to continue to grow Colleyville businesses, yet keep it as a top destination city for families relocating and continue to be one of the safest cities in Texas. I believe there is opportunity to bring in additional business (tax revenue) but still maintain the small city feel that is appealing to residents.

5. If you could influence the City in just one way, what would that be?

There is an opportunity to create more community friendly events, in part sponsored by local businesses, which will connect residents and business owners. Colleyville should embrace the "small town" neighborhood feel and host more family friendly events. Given the addition of the fountain area and more green space that has been added, and with some additional enhancements, Main St. is primed to be a destination for shopping and socializing for all residents.

6. Please share your vision for the City of Colleyville.

Preserving Colleyville's desired small town feel and provide residents with more options for dining, socializing, and shopping locally. Colleyville Villages has become a beautiful area (fountains and open spaces) and should be a regular destination for local families to shop, dine and socialize with neighbors.

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***Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office:
817.503.1130 Fax: 817.503.1139; cloven@colleyville.com***

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Recorded/Printed:

Acknowledged By:

March 5, 2021

Angela Larson



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. LIBRARY BOARD
2. METROPORT TEEN COURT ADVISORY BOARD
3. PLANNING AND ZONING COMMISSION

▼

▼

▼

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Robert L (Bob) Scott

Address: 5846 Crescent Ln, Colleyville TX 76034

Phone: 817-676-4220 E-mail Address: bob.scott774@gmail.com

How long have you been a Colleyville resident? 6 years

☒ I understand attendance and active support is required for each appointee. ☒ I understand I am required to comply with the Texas Open Meetings Act training. ☒ I understand I must bring my own device to meetings to view packet information. ☒ I consent to the City's use and release of all information provided in this application. ☒ Additional materials attached.

1. City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:

City of Lewisville, NC Rainwater Planning Task Force (2002), Boy Scouts of America, professional staff (2008 - 2016) and volunteer leader (2008 - present) including logistics planning for the 2017 and 2019 National and World Jamborees (Beckley, WV).

2. What do you perceive your role will be in serving on a board, commission, or committee?

Actively participate in the consideration of plans and recommendations brought forward by committee staff support and provide advisory recommendations to City Council on matters brought to the committee or board.

3. In your opinion, what policies/programs/assets of Colleyville are working well?

Generally, the Master Plan seems solid and well considered. Services are well delivered and staff respond to citizens in a professional and courteous manner. Our library, particularly has been a blessing the past two years.

4. What are some issues in Colleyville which may require change?

Transparency and inclusion when considering major community investments and direction. Ongoing consideration of "who and what is Colleyville?", how are we unique from surrounding communities and how do we chart a path to inclusive growth without diminishing the positive qualities of the community?

5. If you could influence the City in just one way, what would that be?

By being open-minded and future oriented. Bringing an attitude of pragmatic, operationally driven consideration of options. Understand - Consider - Plan - Act!

6. Please share your vision for the City of Colleyville.

To think broadly about what Colleyville can be - not just for the current citizens, and not just to be "like" surrounding communities but to be a place where all who want the experience of Colleyville can find a place for their families to be comfortable and successful.

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Application for Appointment

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1. Planning and Zoning Commission
2. Sign Board of Appeals/Zoning Board of Adjustment
3. Library Board



Name: ☐ Ms. ☐ Mrs. ☒ Mr. Joseph W. Stout

Address: 5505 Janet Lane, Colleyville, TX 76034

Phone: 817-988-9488 E-mail Address: josephstout@yahoo.com

How long have you been a Colleyville resident? 5 years

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1. City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:

Bedford, TX, Street Improvement/Economic Development Corp member, 1 year; Big Thought, Executive Board member, Dallas, 5 years; Fort Worth Public Relations Society of America, Board member; Junior Achievement Fort Worth Board member; Fort Worth Local Emergency Planning Committee, Lockheed

2. What do you perceive your role will be in serving on a board, commission, or committee?

To carry out policies and strategies of the City Council, and to do leg work and offer recommendations to the City Council. It is understood that Board and Commission members serve at the pleasure of the City Council.

3. In your opinion, what policies/programs/assets of Colleyville are working well?

Colleyville has an impressive record of budget management and successfully funding necessary programs and amenities, such as roads, public buildings and parks, for the benefit of our citizens. City leaders have done a great job of ensuring that Colleyville retains its attractive features while also growing and keeping its assets up to date. For example, I'm looking forward to seeing the Highway 26 and Glade Road

4. What are some issues in Colleyville which may require change?

I'm not sure exactly what changes are needed, but the city may need to do more to attract vital businesses to the downtown area that surrounds the City Hall and Library complex. The area has great potential to be a center for commerce, dining and living; however, it needs to be revitalized and actively developed.

5. If you could influence the City in just one way, what would that be?

If I could have influence in just one way, my goal would be to help protect the outstanding quality of life that Colleyville has today, while also ensuring that Colleyville can attract younger families and continue to be a vital community 5 or 10 years in the future. For example, we should benchmark newer suburbs in other

6. Please share your vision for the City of Colleyville.

My vision: In 2030 and beyond, Colleyville will be home to a new generation of families that will choose our city as a great place to live, work (perhaps at home), and raise their children to become well educated, happy, and contributing adults. The city will be fiscally sound based on real estate values and commerce,

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Application for Appointment

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1. Library Board
2. LIBRARY BOARD
3. LIBRARY BOARD

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Lynda "Kay" Newton

Address: 6002 Meadowhill Dr, Colleyville

Phone: 817-308-6400 E-mail Address: Gksafig@aol.com

How long have you been a Colleyville resident? 31 years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

1. City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:

17 year volunteer with the Library; Past President, past V President, past Secretary and current Treasurer of the Friends of the Library; Colleyville Garden Club; Z Club of Texas (sports car club); GRACE volunteer; small group leader Compass Church

2. What do you perceive your role will be in serving on a board, commission, or committee?

To analyze procedures of and for the library so it can be it's best for the City and it's patrons.

3. In your opinion, what policies/programs/assets of Colleyville are working well?

Electronic books, magazines and newspapers are the up and coming thing and our staff have exceeded expectations in keeping this library current and even ahead of most area libraries. The children's programs are phenomenal and in high demand. The staff has been able to imaginatively adapt to the changing climate in order to provide continuing service.

4. What are some issues in Colleyville which may require change?

Space is going to become an issue in the near future. The Summer Reading Program entertainment crowds often fill the meeting room to capacity. Also, the stacks have to be culled on regular basis because there is not enough shelf space.

5. If you could influence the City in just one way, what would that be?

Keep the library vibrant and current so citizens will value it as a resource.

6. Please share your vision for the City of Colleyville.

Stay a quaint bedroom city with an active business tax basis. Also, continue support for our top notch Police and Fire departments.

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817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 10/7/21

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Acknowledged By: AL

RESOLUTION R-21-4673

**A RESOLUTION APPOINTING MEMBERS
TO THE LIBRARY BOARD**

WHEREAS, terms of three place positions and two alternate positions expire November 2021.

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

Sec. 1. THAT the following persons are hereby appointed to the Library Board, for a two-year term expiring November 2023:

- Place 1 -
- Place 3 -
- Place 5 -
- Alternate 1 -
- Alternate 2 -

AND IT IS SO RESOLVED.

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

Mayor Richard Newton _____
Place 1, Tammy Nakamura _____
Place 3, Kathy Wheat _____
Place 4, George Dodson _____

Mayor Pro Tem Bobby Lindamood _____
Place 5, Chuck Kelley _____
Place 6, Callie Rigney _____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7d

Agenda Date 11/16/2021

Number Resolution R-21-4674

Type Resolution

Department City Secretary

Title

Appointing members to the Planning and Zoning Commission

Strategic Plan

1.2 Develop future community leaders

Explanation

Reading and Public Hearing

There are three place positions on the Planning and Zoning Commission which expire November 2021:

Place 5 - Matt Koch

Place 6 - Claudia Bevill

Place 7 - George Bond

The applicants are listed below, and their applications are attached.

Claudia Bevill

George Bond

Eric Holland

Jason McDougall

Bob Scott

Joseph Stout

This resolution provides for City Council to consider appointments to the Planning and Zoning Commission.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Planning and Zoning Commission applications
2. Resolution R-21-4674



Application for Appointment

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1. Planning and Zoning Commission
2. CLICK HERE TO MAKE SELECTION
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Claudia Bevill

Address: 119 Cheek Sparger Rd. Colleyville TX 76034

Phone: 817-49-1360 E-mail Address: ckbevill@hotmail.cm

How long have you been a Colleyville resident? 20 years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

1. **City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**

Locally active in Colleyville, familiar with procedures, codes and staff. Currently serving on the P&Z Commission. Previously served on the Charter Review Committee and Waste Water Committee. Police Academy graduate 5/2019. Strong communication skills, even temperament, as well as strong technology

2. **What do you perceive your role will be in serving on a board, commission, or committee?**

I understand the responsibility of a commission member is to be dependable; to work well with others; be sensitive and responsive to citizens; have a good understanding of City policies and procedures as well as the Land Development Code; support the goals of City Management as well as elected officials; have a

3. **In your opinion, what policies/programs/assets of Colleyville are working well?**

Our current City leadership is one of our strongest assets. The recent community activities are serving to create a stronger sense of community by bringing citizens together. The open door policy that enables citizens to access city staff as well as elected officials is something for which we should all be thankful.

4. **What are some issues in Colleyville which may require change?**

Some of the older areas are not kept in compliance with safety and health codes. Code enforcement is lacking in many areas. I have addressed this issue with our current leadership.

5. **If you could influence the City in just one way, what would that be?**

For citizens to take care of one another. With the current busy lifestyle of so many families, we sometimes forget about others in need. We need to listen better and love more.

6. **Please share your vision for the City of Colleyville.**

I would like to see Colleyville continue to develop to its fullest potential in the area of commercial businesses, contributing to a strong tax base. I would also like to see the southern end of Highway 26 enhanced in the future. (understanding that part of that plan would include Hurst)

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Application for Appointment

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2. Sign Board of Appeals/Zoning Board of Adjustment
3. Library Board



Name: ☐ Ms. ☐ Mrs. ☒ Mr. Joseph W. Stout

Address: 5505 Janet Lane, Colleyville, TX 76034

Phone: 817-988-9488 E-mail Address: josephstout@yahoo.com

How long have you been a Colleyville resident? 5 years

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1. City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:

Bedford, TX, Street Improvement/Economic Development Corp member, 1 year; Big Thought, Executive Board member, Dallas, 5 years; Fort Worth Public Relations Society of America, Board member; Junior Achievement Fort Worth Board member; Fort Worth Local Emergency Planning Committee, Lockheed

2. What do you perceive your role will be in serving on a board, commission, or committee?

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4. What are some issues in Colleyville which may require change?

I'm not sure exactly what changes are needed, but the city may need to do more to attract vital businesses to the downtown area that surrounds the City Hall and Library complex. The area has great potential to be a center for commerce, dining and living; however, it needs to be revitalized and actively developed.

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If I could have influence in just one way, my goal would be to help protect the outstanding quality of life that Colleyville has today, while also ensuring that Colleyville can attract younger families and continue to be a vital community 5 or 10 years in the future. For example, we should benchmark newer suburbs in other

6. Please share your vision for the City of Colleyville.

My vision: In 2030 and beyond, Colleyville will be home to a new generation of families that will choose our city as a great place to live, work (perhaps at home), and raise their children to become well educated, happy, and contributing adults. The city will be fiscally sound based on real estate values and commerce,

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1. PLANNING AND ZONING COMMISSION
2. CLICK HERE TO MAKE SELECTION
3. CLICK HERE TO MAKE SELECTION



Name: ☐ Ms. ☐ Mrs. ☒ Mr. Jason McDougall

Address: 3713 Sweetbriar Ln

Phone: 682-207-8425 E-mail Address: mcdougall@live.com

How long have you been a Colleyville resident? 9 years

☒ I understand attendance and active support is required for each appointee. ☒ I understand I am required to comply with the Texas Open Meetings Act training. ☒ I understand I must bring my own device to meetings to view packet information. ☒ I consent to the City's use and release of all information provided in this application. ☒ Additional materials attached.

1. **City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**

Woodbriar Estates HOA President since 2017, Military Veteran, experienced real estate investor that is knowledgeable with various facets of the real estate industry and zoning. Performed rezoning of 6 acre tract of land that my company owns in Cleburne, which gave me some knowledge of the process.

2. **What do you perceive your role will be in serving on a board, commission, or committee?**

Ensuring that Colleyville's established standards are maintained with ample consideration given to the growth and benefit of the community. I want to be able to share my perspective to collaborate on commission decisions.

3. **In your opinion, what policies/programs/assets of Colleyville are working well?**

Colleyville's attention to detail is impeccable. I appreciate that and want to be part of an organization that embraces that. The community engagement programs are always top notch and well thought out and executed. As an entrepreneur, the consideration of Colleyville businesses through the various postcard rebate campaigns means a lot to me. I don't see many cities helping local businesses this way.

4. **What are some issues in Colleyville which may require change?**

As an outsider that hasn't participated in City meetings, I haven't been able to see any the inner workings or behind the scenes dealings that may require change. From my perspective, I feel that Colleyville is on a great path. However, I know that a dedication towards continuous improvement is important. I hope to be able to help address issues that may require change after I am involved in the Commission

5. **If you could influence the City in just one way, what would that be?**

I don't necessarily want to influence the City, but I do want to share my knowledge and experience which I feel could be helpful. I am always looking for better ways to do things in my business and personal life to reduce waste increase efficiency and improve the outcome

6. **Please share your vision for the City of Colleyville.**

A community that maintains the charm of a small town, but also encourages growth & development that are aligned with the City's goals. A community that welcomes and embraces new businesses, and grows responsibly and intentionally, while providing a high quality of life for its residents to enjoy.

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Application for Appointment

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1. LIBRARY BOARD
2. METROPORT TEEN COURT ADVISORY BOARD
3. PLANNING AND ZONING COMMISSION

▼

▼

▼

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Robert L (Bob) Scott

Address: 5846 Crescent Ln, Colleyville TX 76034

Phone: 817-676-4220 E-mail Address: bob.scott774@gmail.com

How long have you been a Colleyville resident? 6 years

☒ I understand attendance and active support is required for each appointee. ☒ I understand I am required to comply with the Texas Open Meetings Act training. ☒ I understand I must bring my own device to meetings to view packet information. ☒ I consent to the City's use and release of all information provided in this application. ☒ Additional materials attached.

1. City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:

City of Lewisville, NC Rainwater Planning Task Force (2002), Boy Scouts of America, professional staff (2008 - 2016) and volunteer leader (2008 - present) including logistics planning for the 2017 and 2019 National and World Jamborees (Beckley, WV).

2. What do you perceive your role will be in serving on a board, commission, or committee?

Actively participate in the consideration of plans and recommendations brought forward by committee staff support and provide advisory recommendations to City Council on matters brought to the committee or board.

3. In your opinion, what policies/programs/assets of Colleyville are working well?

Generally, the Master Plan seems solid and well considered. Services are well delivered and staff respond to citizens in a professional and courteous manner. Our library, particularly has been a blessing the past two years.

4. What are some issues in Colleyville which may require change?

Transparency and inclusion when considering major community investments and direction. Ongoing consideration of "who and what is Colleyville?", how are we unique from surrounding communities and how do we chart a path to inclusive growth without diminishing the positive qualities of the community?

5. If you could influence the City in just one way, what would that be?

By being open-minded and future oriented. Bringing an attitude of pragmatic, operationally driven consideration of options. Understand - Consider - Plan - Act!

6. Please share your vision for the City of Colleyville.

To think broadly about what Colleyville can be - not just for the current citizens, and not just to be "like" surrounding communities but to be a place where all who want the experience of Colleyville can find a place for their families to be comfortable and successful.

All information provided is public pursuant to the Texas Public Information Act.

Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office: 817.503.1130 Fax: 817.503.1139; cloven@colleyville.com

For Office Use

Date Received:

Recorded/Printed:

Acknowledged By:



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. Download the financial disclosure form here. **Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)**

1. ADHOC: GENERAL FUND CIP FEE ADVISORY COMMITTEE
2. PLANNING AND ZONING COMMISSION
3. METROPORT TEEN COURT ADVISORY BOARD

☐
☐
☐

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Eric J. Holland

Address: 5500 Sycamore Dr., Colleyville, TX 76039

Phone: 972-983-9055 E-mail Address: ericholland1974@yahoo.com

How long have you been a Colleyville resident? 2 yrs, 3 mos

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☒ Additional materials attached.

1. **City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**

I have served on a community improvement board in Galveston, TX and an appeals board at the University of Texas. I have extensive professional experience in litigation and negotiation/dispute resolution, and my current job involves constant customer negotiation, evaluation of contractual wording, and financial

2. **What do you perceive your role will be in serving on a board, commission, or committee?**

I would imagine that my role would be advisory (in the ad hoc CIP committee or the Teen Court board) or determinative (in the instance of the Planning and Zoning Commission). I would anticipate participating in hearings that are based on facts and an objective evaluation of evidence presented to arrive at decisions

3. **In your opinion, what policies/programs/assets of Colleyville are working well?**

Development of businesses and common areas seem to be going well, as does the process for appealing the tax value of residences. The police department also seems to be friendly and engaging while having a noticeable presence, which serves to both bolster the confidence of the public and to serve as a deterrent to crime. City services seem to function fantastically, as do the various community activities.

4. **What are some issues in Colleyville which may require change?**

Construction projects often seem to take longer than may be anticipated. Examples are the sidewalk at the NE corner of Hwy 26 and Hall-Johnson and the median project all along Hwy 26. This leads to increased congestion in vehicular traffic. There could also be better alignment between online policies and their

5. **If you could influence the City in just one way, what would that be?**

It may seem a bit unrelated to the committees that I identified above, but I would like to see more youth sports programs, specifically flag football and basketball so that our kids do have not leave to play in the leagues in neighboring cities such as Southlake. I would also like to see a higher level of baseball and

6. **Please share your vision for the City of Colleyville.**

I envision a city that utilizes low tax rates to promote both business and residential growth and that is able to live within a balanced budget. The increase in economic activity that comes from low taxes and increased disposable income (individuals) or profits (commercial entities) has repeatedly been demonstrated to lead to

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For Office Use

Date Received:

Recorded/Printed:

Acknowledged By:



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) **Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)**

1. PLANNING AND ZONING COMMISSION
2. CLICK HERE TO MAKE SELECTION
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☐ Mrs. ☒ Mr. George Bond

Address: 3104 St. Albans Circle, Colleyville, Texas 76034

Phone: 817-313-2222 E-mail Address: gbond@glbconsultingtx.com

How long have you been a Colleyville resident? 6+ years

☒ I understand attendance and active support is required for each appointee. ☒ I understand I am required to comply with the Texas Open Meetings Act training. ☒ I understand I must bring my own device to meetings to view packet information. ☒ I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

1. **City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**

I previously served on the City of Colleyville Historical Preservation Committee as and presently serve on the Planning and Zoning Commission from the Fall of 2019 to Present.

2. **What do you perceive your role will be in serving on a board, commission, or committee?**

I believe my role is to listen to the applicants case, take city staff's understanding of the city codes and insure that we are looking out for the best interests of the residents of our community. I always think our job is to let City Council have faith that our Commission is aware of the many city codes and has a good idea of

3. **In your opinion, what policies/programs/assets of Colleyville are working well?**

I think the city is doing a great job being completely transparent with the residents. I think a lot of that comes from the cities great websites and technologies. This let's citizens know in real time what is happening in our city.

4. **What are some issues in Colleyville which may require change?**

Many of the cities around us are going through population growth and I would think that is bound to happen in Colleyville. I beleive it is important that we make the right decision now to keep the beauty and appeal of Colleyville that we all love so much.

5. **If you could influence the City in just one way, what would that be?**

I would ask that the city never lose track of Colleyville's charm. There is a reason that we are not a Southlake or a Grapevine. We are a community of citizens that like a bit slower pace of life and a great place to raise our families.

6. **Please share your vision for the City of Colleyville.**

I hope that Colleyville can maintain our high level of greenspace, water and larger lots. I do hope that highway 26 sees good development with solid quality businesses coming in to our Hwy 26 corridor. I love the new additions like the Cajun Market and Stone House. Those are great additions and I hope to see more like them come in the future.

All information provided is public pursuant to the Texas Public Information Act.

Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office: 817.503.1130 Fax: 817.503.1139; cloven@colleyville.com and kseiger@colleyville.com

For Office Use

Date Received:

Recorded/Printed:

Acknowledged By:

RESOLUTION R-21-4674

**A RESOLUTION APPOINTING MEMBERS TO THE
PLANNING AND ZONING COMMISSION**

WHEREAS, there are three place positions on the Planning and Zoning Commission which expire November 2021.

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

Sec. 1. THAT the Colleyville City Council hereby appoints the following to the Planning and Zoning Commission to a term of November 2023:

- Place 5 –
- Place 6 –
- Place 7 –

AND IT IS SO RESOLVED.

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 5, Chuck Kelley	_____
Place 3, Kathy Wheat	_____	Place 6, Callie Rigney	_____
Place 4, George Dodson	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7e

Agenda Date 11/16/2021

Number Resolution R-21-4675

Type Resolution

Department City Secretary

Title

Appointing members to the Zoning Board of Adjustment/Sign Board of Appeals

Strategic Plan

1.1 Actively involve and engage stakeholders

Explanation

Reading and Public Hearing

There are two place positions and one alternate position on the Zoning Board of Adjustment/Sign Board of Appeals whose terms expire November 2021 and a vacant alternate position which expires November 2022:

Place 4 - Frank Carroll

Place 3 - Mic Deakin

Alternate 1 - Taylor Anderson

Alternate 2 - Vacant

The applicants are listed below, and their applications are attached.

Frank Carroll

Mic Deakin

Mary Dede

Joseph Stout

This resolution provides for City Council to consider appointments to the Zoning Board of Adjustment/Sign Board of Appeals.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Zoning Board of Adjustment/Sign Board of Appeals applications
2. Resolution R-21-4675



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) **Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)**

1. SIGN BOARD/ZONING BOARD OF ADJUSTMENT
2. CLICK HERE TO MAKE SELECTION
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Wm. Frank Carroll

Address: 1304 Alexandra Court

Phone: 817-781-7086 E-mail Address: frankcarroll1917@gmail.com

How long have you been a Colleyville resident? 26 yrs. 9 mos.

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

1. **City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**

Member of City Council; Member of Planning and Zoning Commission; Chair and Vice-Chair, Zoning Board of Adjustment, Chair Sign Board of Appeals; President of Colleyville Lions Club; Business Trial and

2. **What do you perceive your role will be in serving on a board, commission, or committee?**

Read and understand materials to be considered at meeting. Attend all meetings. Participate in meetings and insure everyone has a full and fair hearing. Decide matters presented in accordance with existing Texas law and the ordinances of the City of Colleyville following the procedural rules applicable to the

3. **In your opinion, what policies/programs/assets of Colleyville are working well?**

Financial policies. In this age of governments squandering tax dollars and then increasing taxes, the City of Colleyville has operated in a debt free, financially responsible and "no new taxes" environment. In fact the City Council has regularly cut the tax rate the last several years.

4. **What are some issues in Colleyville which may require change?**

Although everyone wants to keep Colleyville exactly like it is, the increasing congestion and growth of the City population may make it necessary to take actions we would prefer not to take. Roads is one example. We may need to add roundabouts, additional lanes, etc.

5. **If you could influence the City in just one way, what would that be?**

Keep Colleyville Colleyville. Make only the infrastructure and other changes when and if necessary always having as our guideline the rule-the least change necessary at the lowest effective cost to solve the problem.

6. **Please share your vision for the City of Colleyville.**

A City with all of the amenities of a small pastoral town, but with the services and benefits (parks, police and fire protection, hiking trails, sidewalks, etc.) of a much larger city.

All information provided is public pursuant to the Texas Public Information Act.

Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office: 817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 10/07/2021

Recorded/Printed:

Acknowledged By: AL



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. [Download the financial disclosure form here.](#) Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)

1. Planning and Zoning Commission
2. Sign Board of Appeals/Zoning Board of Adjustment
3. Library Board

▼

▼

▼

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Joseph W. Stout

Address: 5505 Janet Lane, Colleyville, TX 76034

Phone: 817-988-9488 E-mail Address: josephstout@yahoo.com

How long have you been a Colleyville resident? 5 years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☒ Additional materials attached.

1. City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:

Bedford, TX, Street Improvement/Economic Development Corp member, 1 year; Big Thought, Executive Board member, Dallas, 5 years; Fort Worth Public Relations Society of America, Board member; Junior Achievement Fort Worth, Board member; Fort Worth Local Emergency Planning Committee, Lockheed

2. What do you perceive your role will be in serving on a board, commission, or committee?

To carry out policies and strategies of the City Council, and to do leg work and offer recommendations to the City Council. It is understood that Board and Commission members serve at the pleasure of the City Council.

3. In your opinion, what policies/programs/assets of Colleyville are working well?

Colleyville has an impressive record of budget management and successfully funding necessary programs and amenities, such as roads, public buildings and parks, for the benefit of our citizens. City leaders have done a great job of ensuring that Colleyville retains its attractive features while also growing and keeping its assets up to date. For example, I'm looking forward to seeing the Highway 26 and Glade Road improvements completed. and am excited about future enhancements that have been announced for

4. What are some issues in Colleyville which may require change?

I'm not sure exactly what changes are needed, but the city may need to do more to attract vital businesses to the downtown area that surrounds the City Hall and Library complex. The area has great potential to be a center for commerce, dining and living; however, it needs to be revitalized and actively developed.

5. If you could influence the City in just one way, what would that be?

If I could have influence in just one way, my goal would be to help protect the outstanding quality of life that Colleyville has today, while also ensuring that Colleyville can attract younger families and continue to be a vital community 5 or 10 years in the future. For example, we should benchmark newer suburbs in other parts of the metronlex and state and ensure that we are doing the right things to keen Colleyville attractive

6. Please share your vision for the City of Colleyville.

My vision: In 2030 and beyond, Colleyville will be home to a new generation of families that will choose our city as a great place to live, work (perhaps at home), and raise their children to become well educated, happy, and contributing adults. The city will be fiscally sound based on real estate values and commerce, including retail and restaurant spending both by residents and people coming to enjoy Colleyville from other

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For Office Use

Date Received:

Recorded/Printed:

Acknowledged By:



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. Download the financial disclosure form here. **Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)**

1. ~~CLICK HERE TO MAKE SELECTION~~ Sign Board Appeals / zoning Board of Adjustment
2. METROPORT TEEN COURT ADVISORY BOARD
3. ADHOC: GENERAL FUND CIP FEE ADVISORY COMMITTEE

Name: ☒ Ms. ☐ Mrs. ☐ Mr. Mary Dede

Address: 1717 Rock Dove Circle Colleyville TX 76034

Phone: 817-915-0538 E-mail Address: mdennydede@gmail.com

How long have you been a Colleyville resident? 25.5 years Total

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☒ Additional materials attached.

1. **City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**
See Attached Resume and page 2 civic organizations.
2. **What do you perceive your role will be in serving on a board, commission, or committee?**
I would serve on the board/commission/committee at the appointment of the City Council working with the citizens of Colleyville following the policies and procedures of Colleyville. Making recommendations to the City Council on behalf of the citizens of Colleyville.
3. **In your opinion, what policies/programs/assets of Colleyville are working well?**
Since returning to Colleyville in 2018, I'm just beginning to get involved in the community and trying to understand what is working well and what isn't. This is a great area to live with a tremendous sense of pride in the community.
4. **What are some issues in Colleyville which may require change?**
Bringing additional business and tax revenue to Colleyville.
5. **If you could influence the City in just one way, what would that be?**
Utilization of any skill sets that I have that would be helpful for the overall benefit to the community.
6. **Please share your vision for the City of Colleyville.**
Creating the best possible environment for our citizens to live and work while feeling safe and secure.

All information provided is public pursuant to the Texas Public Information Act.
Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office:
817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 10/22/21

Recorded/Printed:

Acknowledged By: AL

Mary Dede

1717 Rock Dove Circle Colleyville TX 76034

Email: mdennydede@gmail.com

Phone: (817) 915-0538

OVERVIEW

Highly driven, detail-oriented Director of Engineering for New Product Development and on-market Product Support. Areas of responsibility include EMC/Safety, Division/Site Design Control, Division Engineering IT Systems Development/Support, and PCB Design/Development. Extensive experience leading and working with cross-functional teams within the division.

HIGHLIGHTS

- | | | |
|------------------------|------------------------------------|------------------------------|
| • R&D | • Division Expert | • Communication |
| • Operations | • Cross-functional Leadership | • Analysis |
| • Mech/Mfg Engineering | • Division Process/Procedure Owner | • Attention to Detail |
| • Quality | | • Audit Strategy and Support |
| • Project Management | | |

EXPERIENCE

Abbott Laboratories – Irving Texas - 3/1986 – 8/2015

Director of Engineering, New Product Development

- Manage team of approximately 5 direct reports and 30 indirect employees responsible the engineering support for both New Product Development and On-market Support of Immunoassay and Clinical Chemistry Blood Analyzers.
- Budget responsibility \$8.6MM.
- Division Design Control Expert. Responsible for setting guidelines and procedures for Design Control, supporting audits for the Division and Site, and leading cross-functional teams world-wide for common processes and procedures.
- Developed group that became division experts for EMC/Safety and testing. Responsible for the testing of all analyzers in development and on-going production.

Manager of Business Excellence – Project Management Office - Operations

Operations/TPD Engineering Manager – Architect

Manufacturing Engineering Manager - Architect - New Product Development

Quality Supervisor – AxSYM – Production

Manufacturing Engineer – AxSYM – New Product Development

Mechanical Design Engineer - Matchmaker – New Product Development

Purchasing Agent – Operations – Technical Purchasing Agent

Quality Engineering – Blood Bank Instruments

Mostek – Carrollton Texas – 1/1984 – 11/1985

Mechanical Design Engineer

EDUCATION

Bachelor of Science: Mechanical Engineering, 1983

Southern Methodist University – Dallas Texas

Mary Dede

1717 Rock Dove Circle Colleyville TX 76034

Email: mdennydede@gmail.com

Phone: (817) 915-0538

- Colleyville Resident – 1991 – 2014 and 2018 – 2021 – Total ~ 25.5 Years
- Alpha Delta Pi Mid-Cities Alumnae Association – Reporter/Historian
- Colleyville Citizens Fire Academy Alumni Association – 2019 – Facebook Administrator, Volunteer
- Colleyville Citizens Police Academy – 2020/2021 – In-process
- Colleyville Women's Club - 2021



Application for Appointment

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file the Financial Disclosure and Business Conflict of Interest form. Download the financial disclosure form here. **Select Board, Commission, or Committee Applying For Below: (preference 1, 2, 3)**

1. Zoning Board of Adjustment
2. Sign Board of Appeals
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Michael J Deakin

Address: 4828 Lakeside Dr, Colleyville 76034

Phone: 714-348-4074 E-mail Address: michaeldeakin@sbcglobal.net

How long have you been a Colleyville resident? 21 years

☒ I understand and consent to the following: 1. attendance and active support is required for each appointee; 2. I am required to comply with the Texas Open Meetings Act training; 3. I must bring my own device to meetings to view packet information; 4. I consent to the City's use and release of all information provided in this application. ☐ Additional materials attached.

1. City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:

Besides being on the Zoning Board of Adjustment for the last 5 years and currently working for a Mexican manufacturing business running US sales. I have 47 years experience as a sales executive, a degree in political science, VP soon to be President of the CCPAAA member of the CCEAAA on the board of the

2. What do you perceive your role will be in serving on a board, commission, or committee?

The roll of anyone serving on this committee is to be a representative of the city and to make decisions based on the ordinances and codes of the city and state law regardless of my personal beliefs and what is right for the citizens of Colleyville.

3. In your opinion, what policies/programs/assets of Colleyville are working well?

City Staff, Police, Fire etc. are our greatest assets and seems to be running smoothly which is a great plus for a city like ours. Being able to work together is essential for any city to run successfully. Beyond that from my advantage point I may not agree with come of the decisions things seem to be moving forward.

4. What are some issues in Colleyville which may require change?

I still believe that the primary issue that faces Colleyville is business development, how to sustain those businesses and attract the right businesses for Colleyville. Businesses have been hurt by Covid and construction along Highway 26 which the gift cards have helped. However the improvements along 26 are

5. If you could influence the City in just one way, what would that be?

To be a catalyst for greater Inclusion and Diversity. Ways to get more exposure to our city executives and employees like National Night Out were there was exposure to our Police and Fire Departments and the support groups that back them.

6. Please share your vision for the City of Colleyville.

I really have enjoyed my tenure on this board and look forward to serving the city more and my vision as stated before is for a healthy community with meaningful growth. The development of more parks, green zones and connectivity.

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Please return completed application to: City Secretary, 100 Main Street, Colleyville, TX 76034 Office: 817.503.1130 Fax: 817.503.1139; CSOffice@colleyville.com.

For Office Use

Date Received: 10/11/21

Recorded/Printed:

Acknowledged By: CL

RESOLUTION R-21-4675

A RESOLUTION APPOINTING MEMBERS TO THE ZONING BORD OF ADJUSTMENT/SIGN BOARD OF APPEALS

WHEREAS, there are two place positions and one alternate position on the Zoning Board of Adjustment/Sign Board of Appeals, which expire November 2021, and one vacant alternate position with a term expiring November 2022.

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

Sec. 1. THAT the Colleyville City Council hereby appoints the following to serve members to the Zoning Board of Adjustment/Sign Board of Appeals to a term of November 2023:

- Place 4 –
- Place 5 –
- Alternate 1 –
- Alternate 2 – unexpired term of November 2022

AND IT IS SO RESOLVED.

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 5, Chuck Kelley	_____
Place 3, Kathy Wheat	_____	Place 6, Callie Rigney	_____
Place 4, George Dodson	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 8a

Agenda Date 11/16/2021

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

UPDATE: The applicant was unable to attend the November 1, 2021, meeting but will be present to answer questions at the next meeting.

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



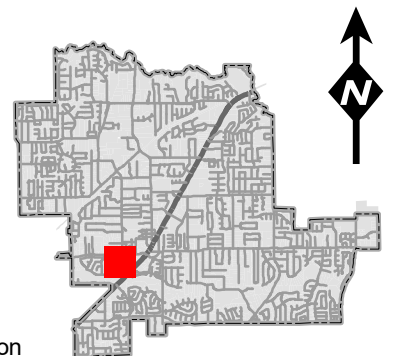
PC21-015
4813 Ford Court

DISCLAIMER:
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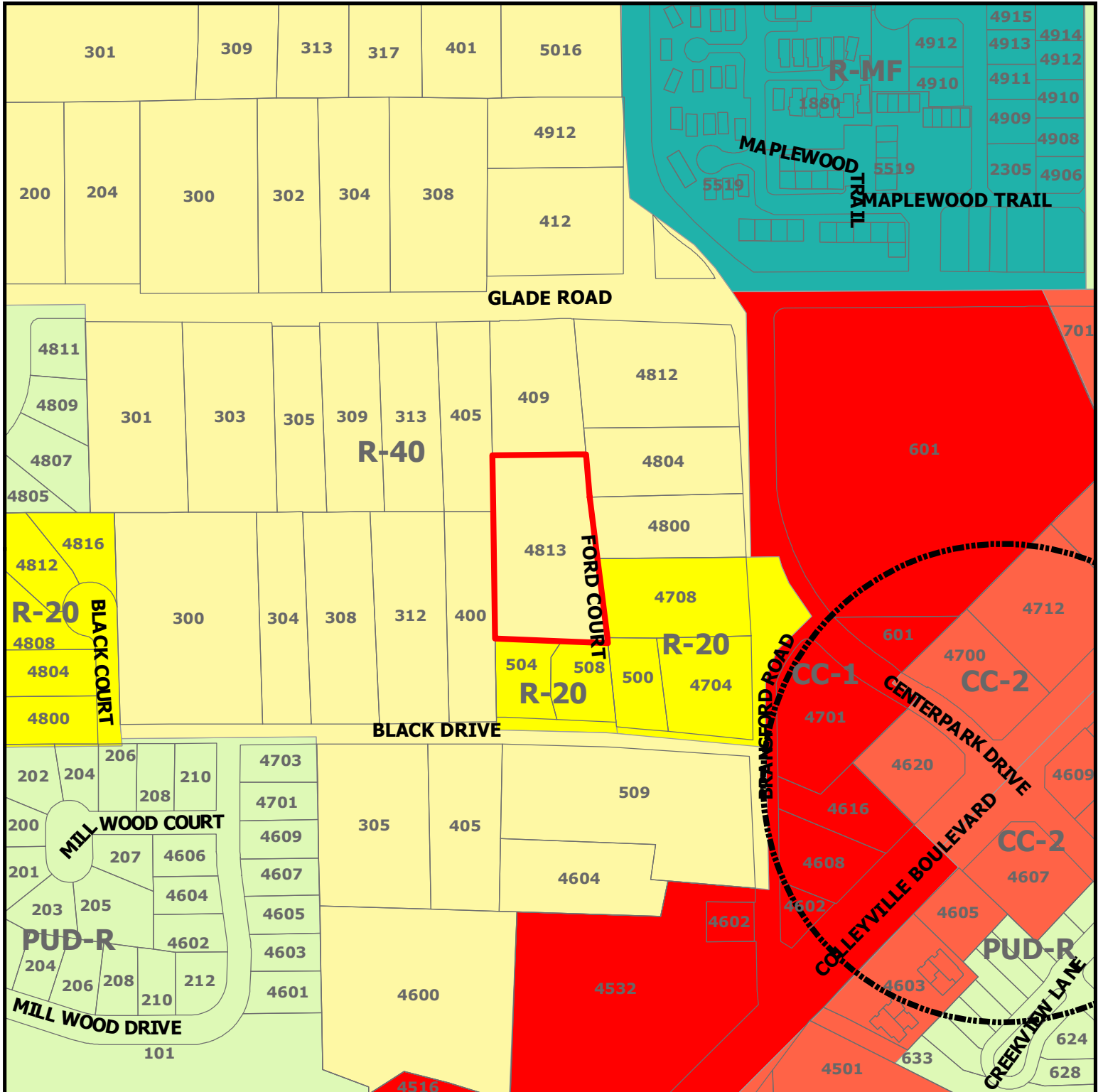


Subject Property

Sales Tax Preferred Intersection



Zoning Map



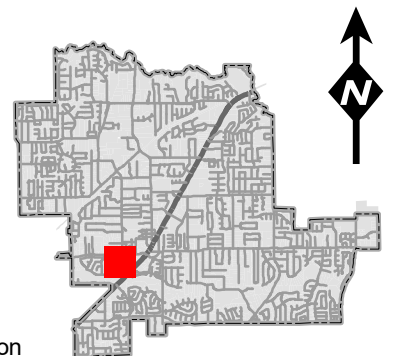
PC21-015
4813 Ford Court

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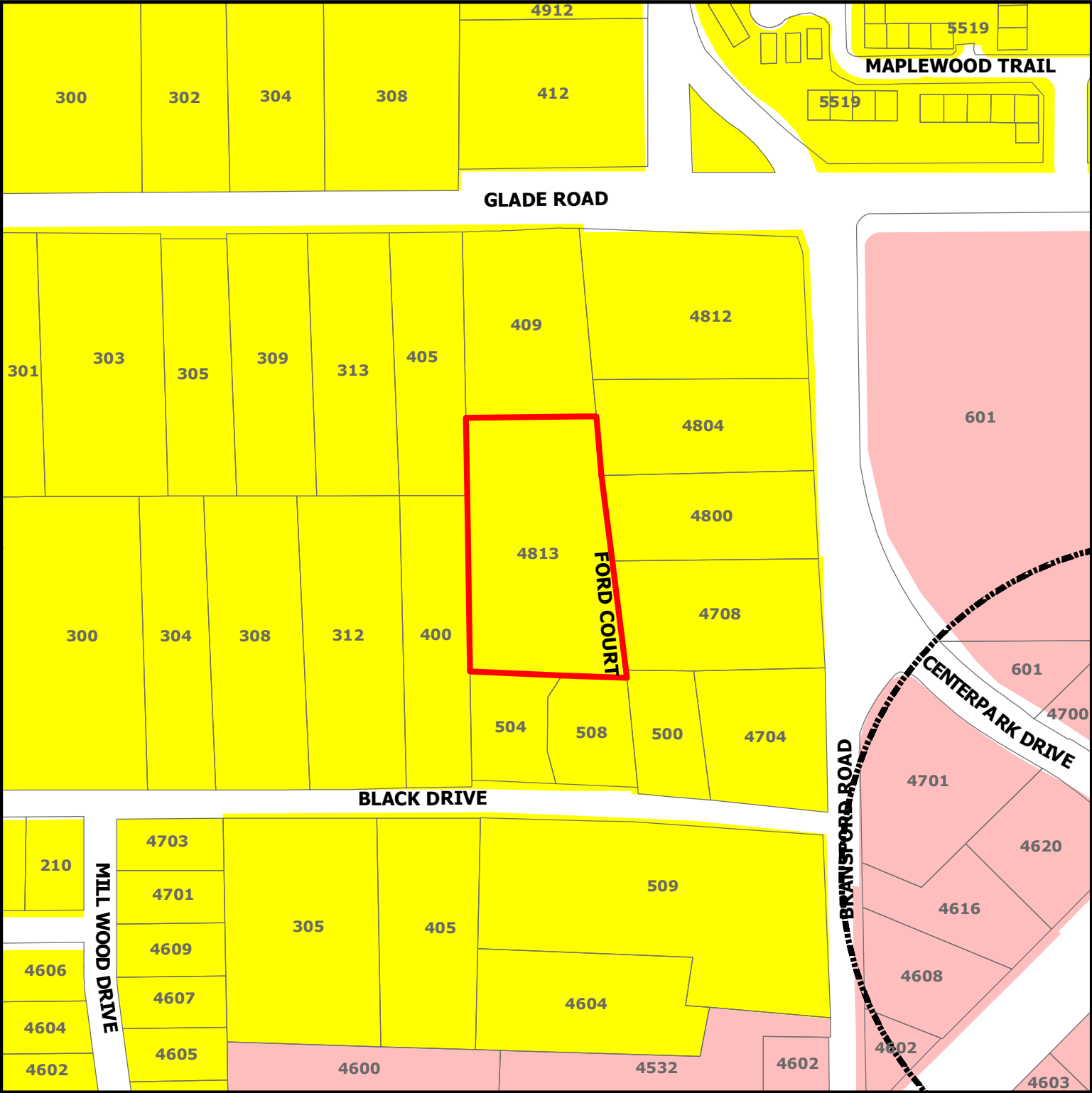


Subject Property

Sales Tax Preferred Intersection

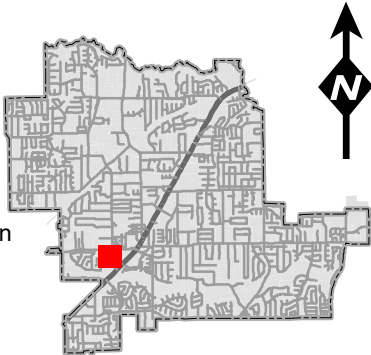


Future Land Use Map



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

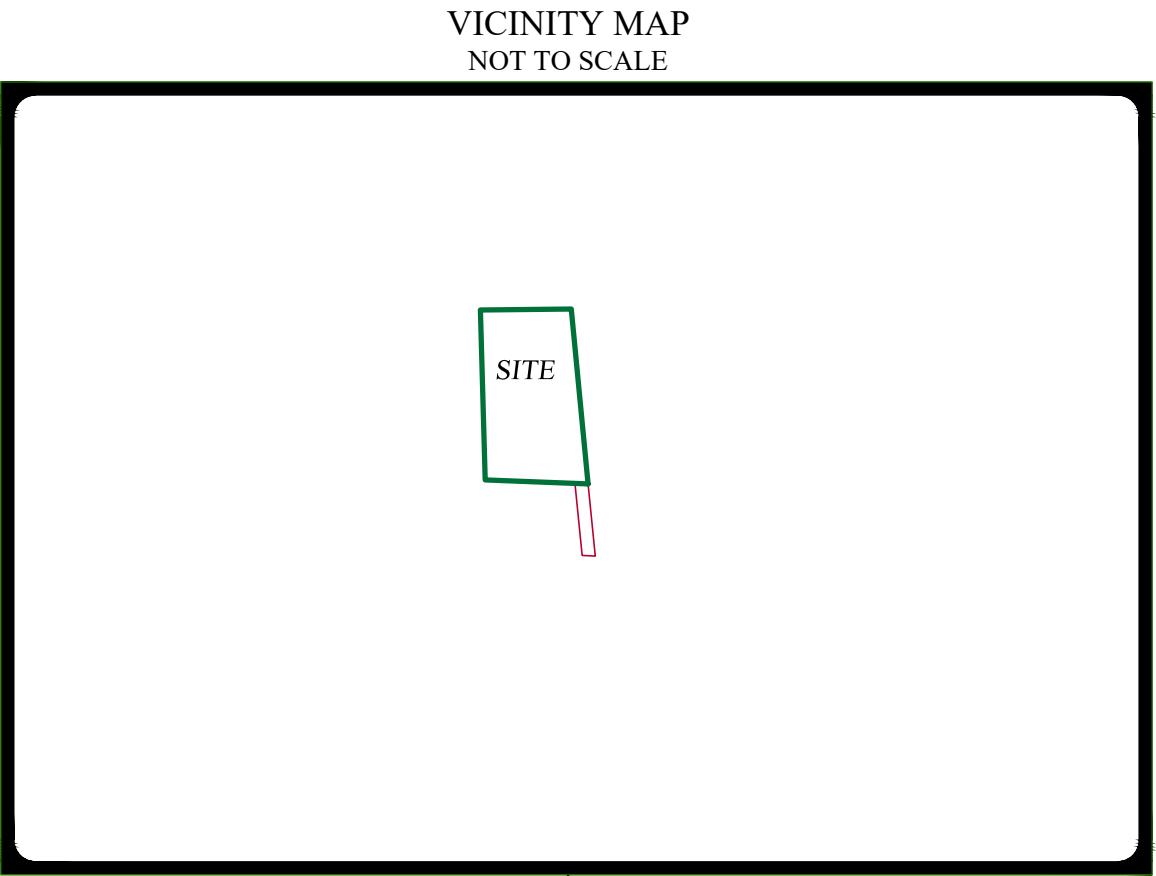
The current residence at 4813 Ford Court was built in 1977 and has an area of 2.07 acres. Currently, the property has zero frontage but does utilize an access easement with 508 Black Drive.

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

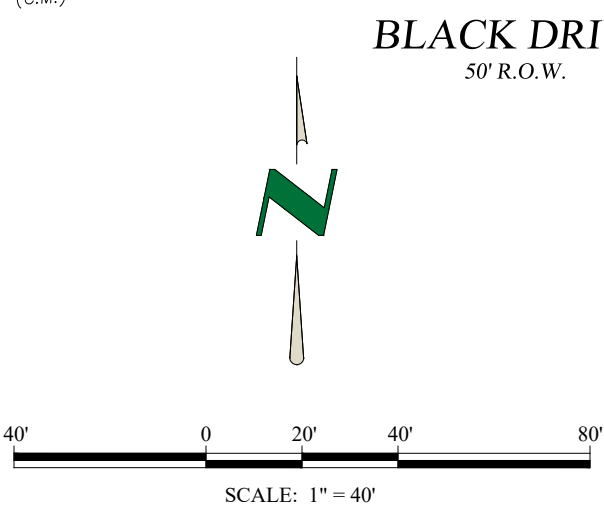
R. DEREK TUTTLE
10501 Sparkman Road
Dallas, Texas, 75220

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.

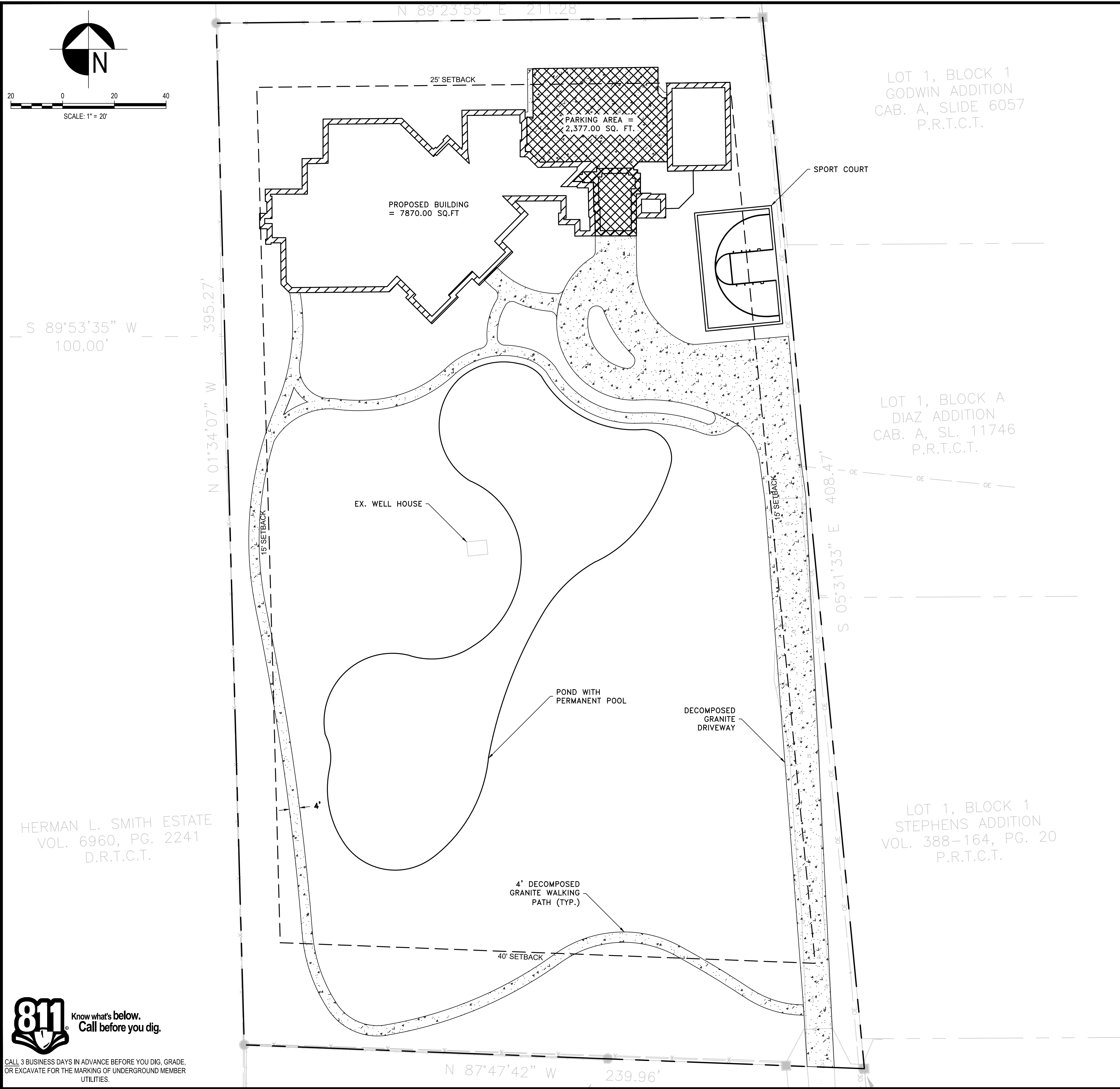
LOT 1, BLOCK 1
STEPHENS ADDITION
VOL. 388-164, PG. 20
P.R.T.C.T.

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	⊙

EXISTING

The Professional Engineers and/or drafters of this sheet are not responsible for the accuracy of the information shown on this sheet. All drawings, measurements, or other documents not submitted to the engineer and approved by the engineer are not part of the contract. The engineer assumes no responsibility for such plans, drawings, or documents not submitted to the engineer.

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

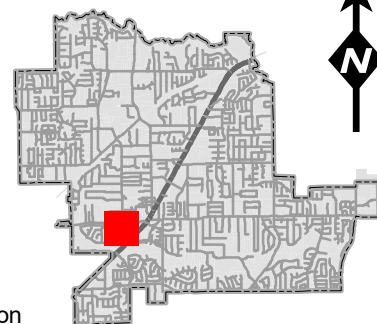
Notification Map



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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

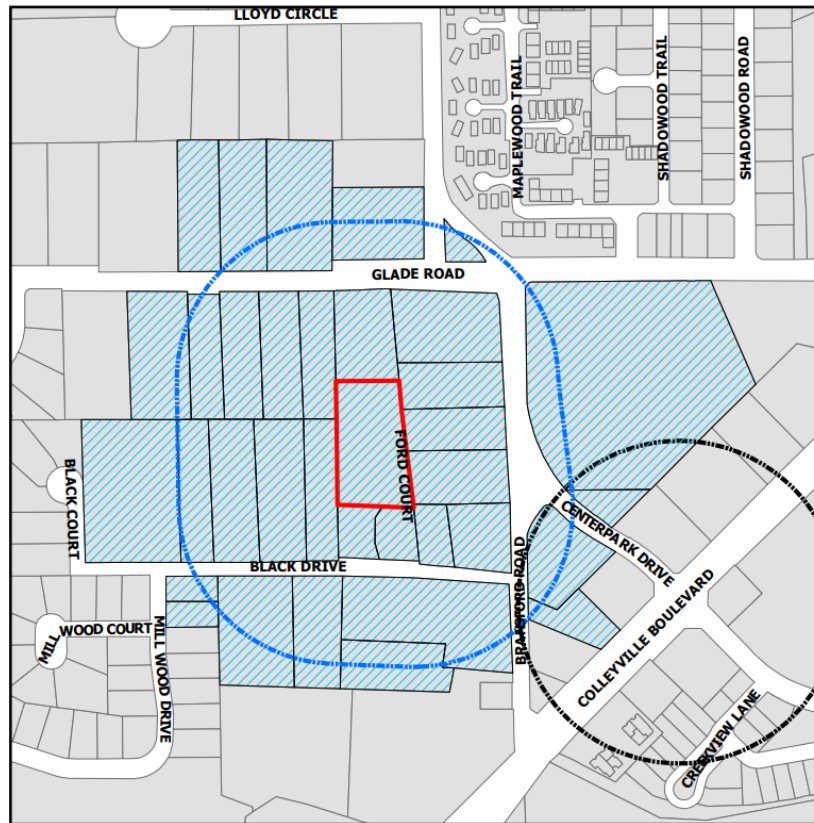
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a 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:

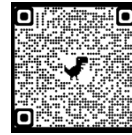
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

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
Place 1, Tammy Nakamura
Place 3, Kathy Wheat
Place 4, George Dodson

Mayor Pro Tem Bobby Lindamood
Place 5, Chuck Kelley
Place 6, Callie Rigney

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
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 10

Agenda Date 11/16/2021

Type Report

Department City Secretary

Title

Sign Board of Appeals Minutes - March 9, 2021

Planning and Zoning Commission Meeting Minutes - October 11, 2021

Planning and Zoning Commission Worksession Minutes - October 25, 2021

Attachments

1. Sign Board of Appeals Minutes - March 9, 2021
2. Planning and Zoning Commission Minutes - October 11, 2021
3. Planning and Zoning Commission Worksession Minutes - October 25, 2021



City of Colleyville Sign Board of Appeals Minutes

City Hall
100 Main Street
Colleyville, Texas 76034
817. 503.1000
www.colleyville.com

Tuesday, March 9, 2021

City Council Chambers

Call to Order

The Sign Board of Appeals meeting of the City of Colleyville was called to order by Board member Carroll on March 9, 2021 at 7:00 p.m.

Roll Call

Present: Richard Vallario, Dee Kamerman, Dan Shadle, Frank Carroll, Michael Deakin, and Taylor Anderson (Alternate)

Staff Present: Jacquelyn Reyff and Araceli Botello

1. APPROVAL OF MINUTES

1a Board member Shadle made a motion to approve the October 8, 2019 minutes. Board member Vallario seconded the motion.

The motion was carried by the following vote:

**Aye: 5 – Vallario, Kamerman, Shadle, Carroll, and Deakin
Nay: 0**

2. PUBLIC HEARING AGENDA ITEMS

2a Request for a variance to the provisions of Section 7-150, Permanent Freestanding Signs – Sign Classification & Regulations of the Land Development Code, specifically, the minimum setback requirements, on Tract 2A, Abstract 963, Absalom J Lott & PT abandoned street, located at 6521 Colleyville Boulevard, Case SC21-001

Jacquelyn Reyff presented the case and briefed the Board.

Staff answered questions of the Board regarding the footage disparity between the sign's recommended location and its requested location, the location of the sign relative to the nearby fence, and potential hardships caused by surrounding drainage materials.

The applicant, Lynn Bural, 5104 Chelsea Drive, Colleyville, TX came forward and briefed the Board.

The applicant answered questions of the Board regarding the location of the sign relative to surrounding drainage materials, making the sign more compliant with code, and concerns with larger vehicles turning near the proposed sign.

The public hearing was opened at 7:20 p.m.

Kathy Hadley, 204 Timberline Dr. N, Colleyville, TX came forward and spoke in support of the case. Mrs. Hadley expressed that a sign was necessary for residents to know of the business's location.

With no one wishing to speak, the public hearing was closed at 7:22 p.m.

Staff answered questions of the Board regarding potential public safety concerns and adverse impact for neighboring properties.

Board member Deakin made a motion to approve Case SC21-001. Board member Kamerman seconded the motion.

The motion was carried by the following vote:

Aye: 5 – Vallario, Kamerman, Shadle, Carroll, and Deakin

Nay: 0

- 2b** Request for a variance to the provisions of Section 7-150, Permanent Freestanding Signs – Sign Classification & Regulations of the Land Development Code, specifically, the maximum height, on Lot 1, Block 1, JR's Establishment Addition, located at 5400 State Highway 121, Case SC21-002

Jacquelyn Reyff presented the case and briefed the Board.

Staff answered questions regarding the recommendation for denial, potential public safety concerns, and potential hardships.

The applicant, Don Enty, 5400 State Highway 121, Suite 100, Colleyville, TX came forward and briefed the Board.

The applicant answered questions of the Board regarding the cost of the sign's roofing.

The public hearing was open at 7:36 p.m.

Kathy Hadley, 204 Timberline Dr. N, Colleyville, TX came forward and spoke in opposition to the case. Mrs. Hadley expressed concerns regarding potential safety issues caused by the movement of messages on the electric sign.

With no one wishing to speak, the public hearing was closed at 7:38 p.m.

Board member Deakin made a motion to approve Case SC21-002. Board member Kamerman seconded the motion.

The motion was carried by the following vote:

**Aye: 5 – Vallario, Kamerman, Shadle, Carroll, and Deakin
Nay: 0**

3. ADJOURNMENT

The meeting adjourned at 7:41 p.m.

The minutes were written and prepared by:



Dakari Hill
Planning Technician

The meeting minutes were approved on November 9, 2021 by a vote of 5-0.



City of Colleyville Planning and Zoning Commission Minutes

City Hall
100 Main Street
Colleyville, Texas 76034
817. 503.1000
www.colleyville.com

Monday, October 11, 2021

Executive Conference Room

CALL MEETING TO ORDER

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair Bevill on October 11, 2021, at 6:15 p.m.

Roll Call

Present: David Groves, Lawrence Williamson, Sayeda Syed, Tim Raine, Matt Koch, Claudia Bevill, and George Bond

Absent: N/A

Staff Present: Ben Bryner, Jacquelyn Reyff, Larry Wright, Eddie Tangadunrat, Rob McKeown, and Dakari Hill

Also Present: Attorney, Nicole Corr

There was general discussion amongst Staff and the Commission regarding items to be presented this evening at the regular meeting.

Chair Bevill adjourned the Planning and Zoning Commission Meeting at 6:51 p.m.

CALL MEETING TO ORDER CITY COUNCIL CHAMBERS

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair Bevill on October 11, 2021, at 7:00 p.m.

Roll Call

Present: David Groves, Lawrence Williamson, Sayeda Syed, Matt Koch, Claudia Bevill, and George Bond

Absent: N/A

Staff Present: Ben Bryner, Jacquelyn Reyff, Larry Wright, Eddie Tangadunrat, Rob McKeown, and Dakari Hill

Also Present: Attorney, Nicole Corr

1. APPROVAL OF MINUTES

- 1a** Planning and Zoning Commission Meeting Minutes – September 13, 2021
Planning and Zoning Commission Worksession Minutes – September 27, 2021

Commissioner Groves made a motion to approve the September 13, 2021 Planning and Zoning Commission Meeting Minutes and the September 27, 2021 Planning and Zoning Commission Worksession Minutes. Commissioner Koch seconded the motion.

The motion was carried by the following vote:

**Aye: 7 – Groves, Williamson, Syed, Raine, Koch, Bevill, and Bond
Nay: 0**

2. PUBLIC HEARING AGENDA ITEMS

- 2a** Consideration of a Special Use Permit for a CBD Store use on Lot 7R1A, Block 2, Andy Felps Addition, located at 4209 Colleyville Boulevard, Suite B, Case ZC21-024

Jacquelyn Reyff presented the item and briefed the Commission.

The applicant, Kushal Bastakoti, 4119 Nepoli Way, Irving, TX came forward and briefed the Commission.

Mr. Bastakoti answered questions of the Commission regarding the store's management, types of products to be sold, and the franchise associated with the store.

An associate of the applicant, Steven Hz, 9655 Wharf Road, Dallas, TX answered questions of the Commission regarding the allowance of Delta 8 products, age verification for customers, and in-store usage of products.

An associate of the applicant, Anselm Hg, 1231 Alabama Road, Murphy, TX answered questions of the Commission regarding the allowance of Delta 8 products, the presentation put forward, and his role in the company.

The public hearing was open at 7:42 p.m.

With no one wishing to speak, the public hearing was closed at 7:43 p.m.

Commissioner Koch made a motion to table Case ZC21-024. Commissioner Williamson seconded the motion.

The motion was carried by the following vote:

**Aye: 7 –Groves, Williamson, Syed, Raine, Koch, Bevill, and Bond
Nay: 0**

2b Consideration of a zoning change from PUD-C Planned Unit Development-Commercial district to PUD-C Planned Unit Development-Commercial district, specifically for a senior living facility, for Lots 1 & 2, Block A, Heritage Farms, located at 913 Cheek-Sparger Road and 3808 Wayne Drive, Case ZC21-025

Jacquelyn Reyff presented the item and briefed the Commission.

An associate of the applicant, Tim Mallad, 12467 Merit Drive, Dallas, TX came forward and briefed the commission.

An associate of the applicant, Rockland Berg, 419 Trinity River Circle, Dallas, TX came forward and briefed the commission.

An associate of the applicant, Barry Hudson, 550 Bailey Avenue, Suite 400, Fort Worth, TX came forward and briefed the commission.

An associate of the applicant, Russell Jones, 8309 Sandhill Crane Drive, Fort Worth, TX came forward and briefed the commission.

The applicant, Steven Ailey, 14268 Wheatfield Lane, Frisco, TX came forward and briefed the commission.

The public hearing was open at 8:24 p.m.

Tom Buckelew, 3709 Woodmont Court, Bedford, TX came forward and spoke in opposition to the case. Mr. Buckelew expressed concerns regarding drainage and flooding, specifically the building's concrete being unable to absorb drainage.

Michael Fuchs, 4205 Shadow Ridge Drive, Colleyville, TX came forward and spoke in opposition to the case. Mr. Fuchs expressed concerns regarding traffic, specifically the widening of Cheek-Sparger as a result of this development.

With no one wishing to speak, the public hearing was closed at 8:37 p.m.

Staff addressed concerns of the constituents regarding the drainage plan of the development and the potential widening of Cheek-Sparger Road.

The Commission detailed they wanted concerns regarding solutions to traffic issues, financials of the business, and the tangible benefit for the City addressed by the applicant and his associates.

Mr. Ailey, Mr. Mallad, Mr. Berg, Mr. Hudson, and Mr. Jones answered questions of the Commission regarding the buy-in process for residents, a potential Payment In Lieu of Taxes (PILOT), and a roundabout on Cheek-Sparger Road.

Staff answered questions of the Commission regarding a PILOT being part of a Planned Unit Development (PUD) and the impact of the development on emergency responders.

**Commissioner Koch made a motion to approve Case ZC21-025.
Commissioner Raine seconded the motion.**

The motion was carried by the following vote:

Aye: 3 –Raine, Koch, and Bond

Nay: 4 – Groves, Williamson, Syed, and Bevill

2c 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

Jacquelyn Reyff presented the item and briefed the Commission.

The applicant, Derek Tuttle, 4813 Ford Court, Colleyville, TX came forward and briefed the Commission.

Mr. Tuttle answered questions of the Commission regarding the location of horse stables, the property's retention pond, and the property's perimeter easements.

The public hearing was open at 9:50 p.m.

With no one wishing to speak, the public hearing was closed at 9:50 p.m.

**Commissioner Groves made a motion to approve Case PC21-015.
Commissioner Syed seconded the motion.**

The motion was carried by the following vote:

Aye: 7 – Groves, Williamson, Syed, Raine, Koch, Bevill, and Bond
Nay: 0

2d 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

Jacquelyn Reff presented the item and briefed the Commission.

The public hearing was open at 9:55 p.m.

With no one wishing to speak, the public hearing was closed at 9:55 p.m.

Commissioner Syed made a motion to approve Case ZC21-026.
Commissioner Bond seconded the motion.

The motion was carried by the following vote:

Aye: 7 – Groves, Syed, Raine, Koch, Bevill, and Bond
Nay: 0

2e Consideration of a Minor Plat with a Plat Waiver for Lot Width for Tract 2F01, Abstract 1692, Joseph White Survey, located at 6113 Hunter Lane, Case PC21-016

Jacquelyn Reyff presented the item and briefed the Commission.

The public hearing was open at 9:57 p.m.

With no one wishing to speak, the public hearing was closed at 9:57 p.m.

Commissioner Bond made a motion to approve Case PC21-016.
Commissioner Raine seconded the motion.

The motion was carried by the following vote:

Aye: 7 – Groves, Williamson, Syed, Raine, Koch, Bevill, and Bond
Nay: 0

3. CITIZEN COMMENTS

With no one wishing to speak, the public hearing was closed at 9:58 p.m.

4. ADJOURNMENT

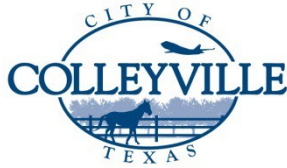
The meeting adjourned at 9:59 p.m.

The minutes were written and prepared by:

A handwritten signature in black ink, appearing to be the initials 'DH' with a stylized flourish.

Dakari Hill
Planning Technician

The meeting minutes were approved on November 8, 2021 by a vote of 7-0.



City of Colleyville Planning and Zoning Commission Minutes

City Hall
100 Main Street
Colleyville, Texas 76034
817. 503.1000
www.colleyville.com

Monday, October 25, 2021

Executive Conference Room

CALL MEETING TO ORDER

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Chair Bevill on October 25, 2021, at 6:18 p.m.

Roll Call

Present: Lawrence Williamson, Sayeda Syed, Tim Raine, Matt Koch, and Claudia Bevill

Absent: David Groves and George Bond

Staff Present: Ben Bryner, Robert McKeown, and Dakari Hill

Also Present: Attorney, Nicole Corr

2. WORKSESSION AGENDA ITEMS

- 2 a** Presentation and discussion of a Special Use Permit for a Reduction in Parking on Lot 1, Block 1, Corley Subdivision, located at 5409 Colleyville Boulevard, Case ZC21-028

Ben Bryner presented the item and briefed the Commission. Staff addressed questions of the Commission regarding the current operational status of the business, the legal standing of the shared parking agreements, and the permit's contingency on the shared agreements.

- 2 b** Presentation and discussion of amendments to Chapter 3 of the Land Development Code for the removal of the Mobile Home Residential District, specifically amending Section 3.16 MH – Mobile Home Residential District, Section 3.24.G Schedule of District Regulations, Case GC21-012

Ben Bryner presented the item and briefed the Commission. Staff addressed questions of the Commission regarding the eradication of the mobile home zoning district.

- 2 c** Presentation and discussion of amendments to Chapter 3 of the Land Development Code requiring a Special Use Permit for a duplex in the RD Two Family Residential district, specifically amending Section 3.24B Schedule of Permitted Principal Uses, Case GC21-013

Ben Bryner presented the item and briefed the Commission. Staff addressed questions of the Commission regarding the City's policy on existing structures without a special use permit.

- 2 d** Presentation and discussion of amendments to Chapter 3 of the Land Development Code allowing commercial accessory buildings and providing regulations, specifically amending Section 3.24B Schedule of Permitted Principal Uses and Section 3.27 Accessory Buildings and Residential Carport Regulations, Case GC21-014

Ben Bryner presented the item and briefed the Commission. Staff addressed questions of the Commission regarding the language of the proposed amendment, setback requirements for commercial accessory buildings, and height limits for commercial accessory buildings.

- 2 e** Presentation and discussion of a Special Use Permit for a CBD Store use on Lot 7R1A, Block 2, Andy Felps Addition, located at 4209 Colleyville Boulevard, Suite B, Case ZC21-024

Ben Bryner presented the item and briefed the Commission. Staff addressed questions of the Commission regarding the contingency of the certificate of occupancy on the special use permit, conditions that should be added to the special use permit, and parking requirements. The applicant, Kushal Bastakoti, 4119 Nepoli Way, Irving, TX, and associates, Steven Hz, 9655 Wharf Road, Suite 145, Dallas, TX and Anselm Hg, 1231 Alabama Road, Murphy, TX, addressed questions of the Commission regarding use of products on store premises, training for franchisees, and the accreditation of the training academy.

3. ADJOURMENT

The meeting adjourned at 7:23 p.m.

The minutes were written and prepared by:



Dakari Hill
Planning Technician

The meeting minutes were approved on November 8, 2021 by a vote of 7-0.

RESOLUTION R-21-4676

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
NOVEMBER 16, 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 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