# City of Colleyville
# City Council
# Agenda

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

Tuesday, March 22, 2022

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

**CALL TO ORDER**

**WS-1** Update on City trail and road projects

**WS-2** Discussion of the March 22, 2022, 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: The Heather Nicole Bowden Trust

Section 551.071 - Legal - Consultation with attorney regarding legal issues related to the CWD Solid Waste Contract

Section 551.071 - Legal - Consultation with attorney regarding legal issues related to the potential future development of the Northern Gateway Property located at the southwest corner of SH26 and John McCain Road

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

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

**INVOCATION: Pastor Lanre Sobo, Glory House**

**PLEDGE OF ALLEGIANCE: City Attorney Nicole Corr**

**2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-22-4704**

**3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

**Announcements of civic and charitable events**
**Presentation of calendar events and updates**
**Announcements of awards and recognition**

Recognition of the Business of the Month - Playtri Colleyville, 7171 Colleyville Boulevard, Suite 108 - Chris Swanzy, owner - Mayor Richard Newton and Assistant City Manager Mark Wood

Presentation of anniversary police badge - Police Chief Michael Miller

Proclamation in recognition of April 2, 2022 as Arbor Day in Colleyville - Mayor Richard Newton and Parks and Recreation Director Lisa Escobedo

**4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-22-4705**

**4a** Approval of the minutes of the regular City Council meeting of March 2, 2022

**4b** Approval of a Construction Services Agreement with Stripe-A-Zone, Inc. for the FY 2022 Miscellaneous Pavement Marking Contract, in an amount not to exceed $150,000.00, and authorizing the City Manager to execute the agreement

**4c** Approval of a Construction Services Agreement with Texas Standard Construction, Ltd., for the Waste Water Project 5: Quails Path Project, in an amount not to exceed $533,111.02 and a contingency amount not to exceed $75,000.00, and authorizing the City Manager to execute the agreement

**5. ITEMS NOT FOR CITY COUNCIL ACTION**

**5a** Monthly Financial Report - February 2022

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

### 6a Ordinance O-22-2192

Request to appeal the decision by the Planning and Zoning Commission for the 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 and 2, Block A, Heritage Farms, located at 913 Cheek-Sparger Road and 3808 Wayne Drive, Case ZC21-037

### 6b Ordinance O-22-2194

Consideration of a zoning change from PUD-C Planned Unit Development-Commercial district to PUD-C Planned Unit Development-Commercial district, specifically for a restaurant with drive-in or drive-thru service, for Tract 2C03, Abstract 206, BBB & C RY Survey, located at 4917 Colleyville Boulevard, Case ZC22-001

## 7. TABLED ORDINANCE(S): READING AND PUBLIC HEARING

### 7a Ordinance O-22-2193

Consideration of a Special Use Permit for an accessory building to encroach into the street side yard setback on Lot 6, Block 9, Woodbriar Estates Addition, located at 412 Briarcliff Court, Case ZC21-036

## 8. RESOLUTION(S): READING AND PUBLIC HEARING

### 8a Resolution R-22-4706

Consideration of a variance to the street side yard setback for Lot 25, Block H, Brook Meadows Addition, located at 4712 Meandering Way, Case VC22-002

### 8b Resolution R-22-4707

Approval of a resolution accepting the annual audit for the Fiscal Year ended September 30, 2021

### 8c Resolution R-22-4708

A resolution authorizing the City Manager to apply for grant funds through the Office of the Governor and committing to providing applicable matching funds as necessary if grant is awarded

### 8d Resolution R-22-4709

Appointing members to the Colleyville Center Advisory Committee

### 8e Resolution R-22-4710

Appointing members to the Parks and Recreation Advisory Board

### 8f Resolution R-22-4711

Consideration of an appointment to fill a vacancy on the Planning and Zoning Commission

## 9. CITIZEN COMMENTS

## 10. REPORTS

Colleyville Center Advisory Committee Minutes - November 15, 2021

## 11. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, MARCH 22, 2022 - READING AND PUBLIC HEARING - RESOLUTION R-22-4712

## 12. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, March 18, 2022* 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** 3/22/2022
**Type** Worksession
**Department** Public Works

## Title
Update on City trail and road projects

## Explanation
This item will provide an update on the roadway and trail projects within the Capital Improvement Program (CIP).

## Attachments
1. CIP Update Presentation

# Capital Improvement Program (CIP)Update

**Worksession**

**March 22, 2022**

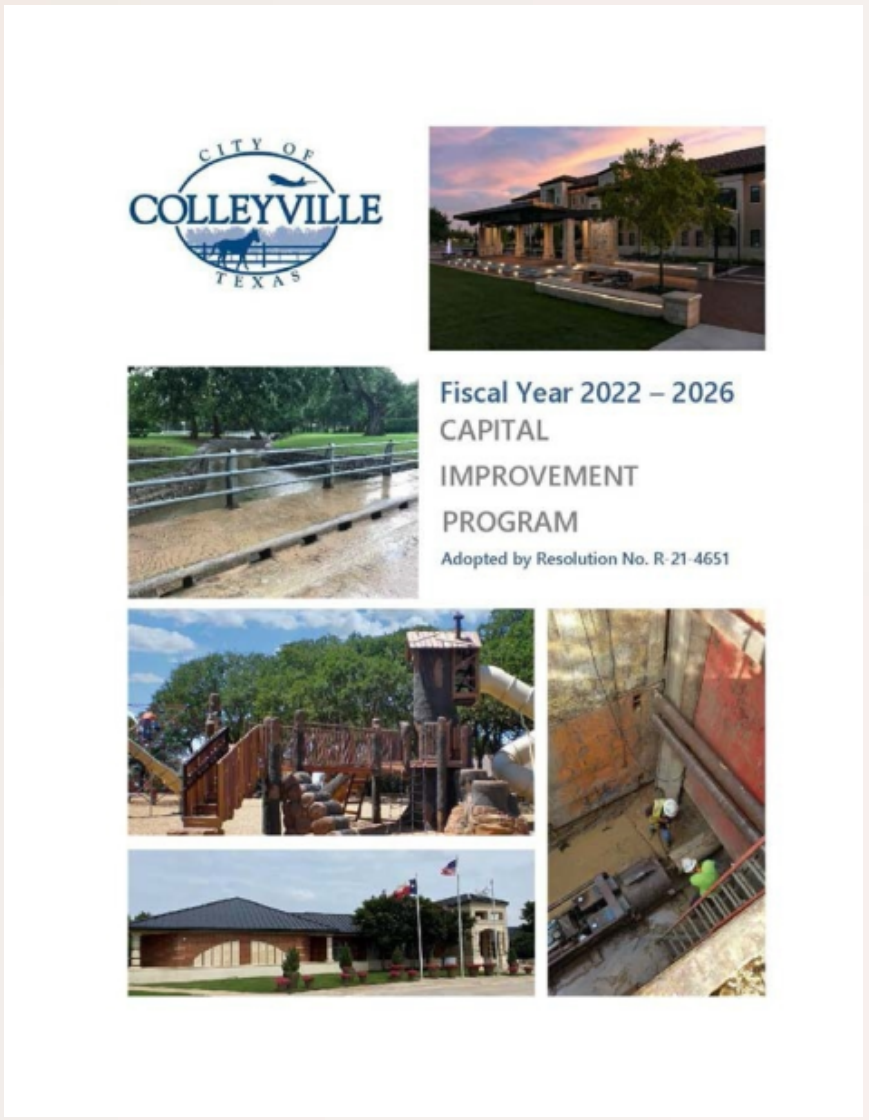
# What is a CIP?

## Capital Improvement Program (CIP)

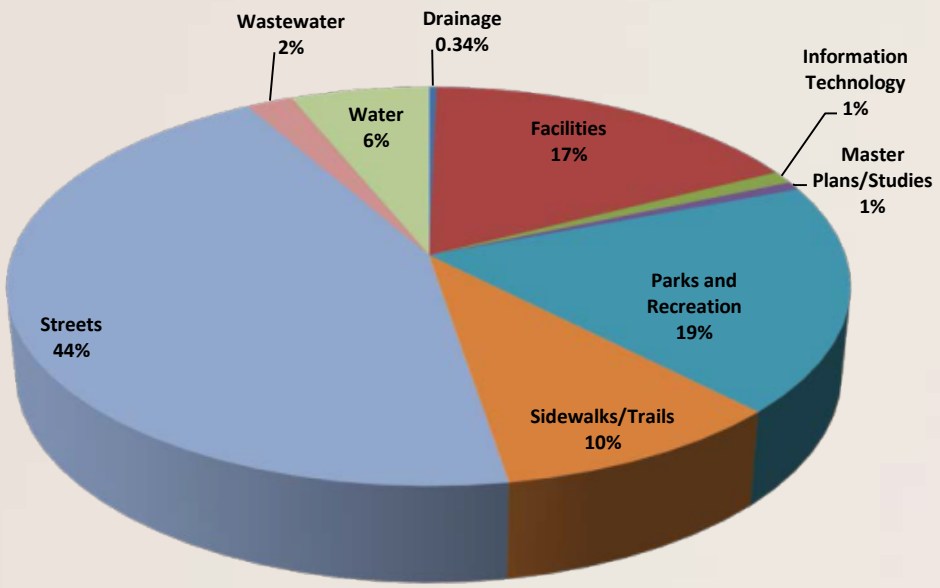
- A short-range, rolling plan, usually three to five years out, which identifies capital projects and provides a planning schedule, including funding options.
- The Fiscal Year 2022-2026 program was adopted September 21, 2021 by Resolution R-21-4651

## The Benefits of a CIP Include:

- Provides the link between the strategic plans and the City's annual budget
- Supports the City's long term goals and vision
- Focuses on preserving the City's infrastructure while ensuring the efficient use of public funds



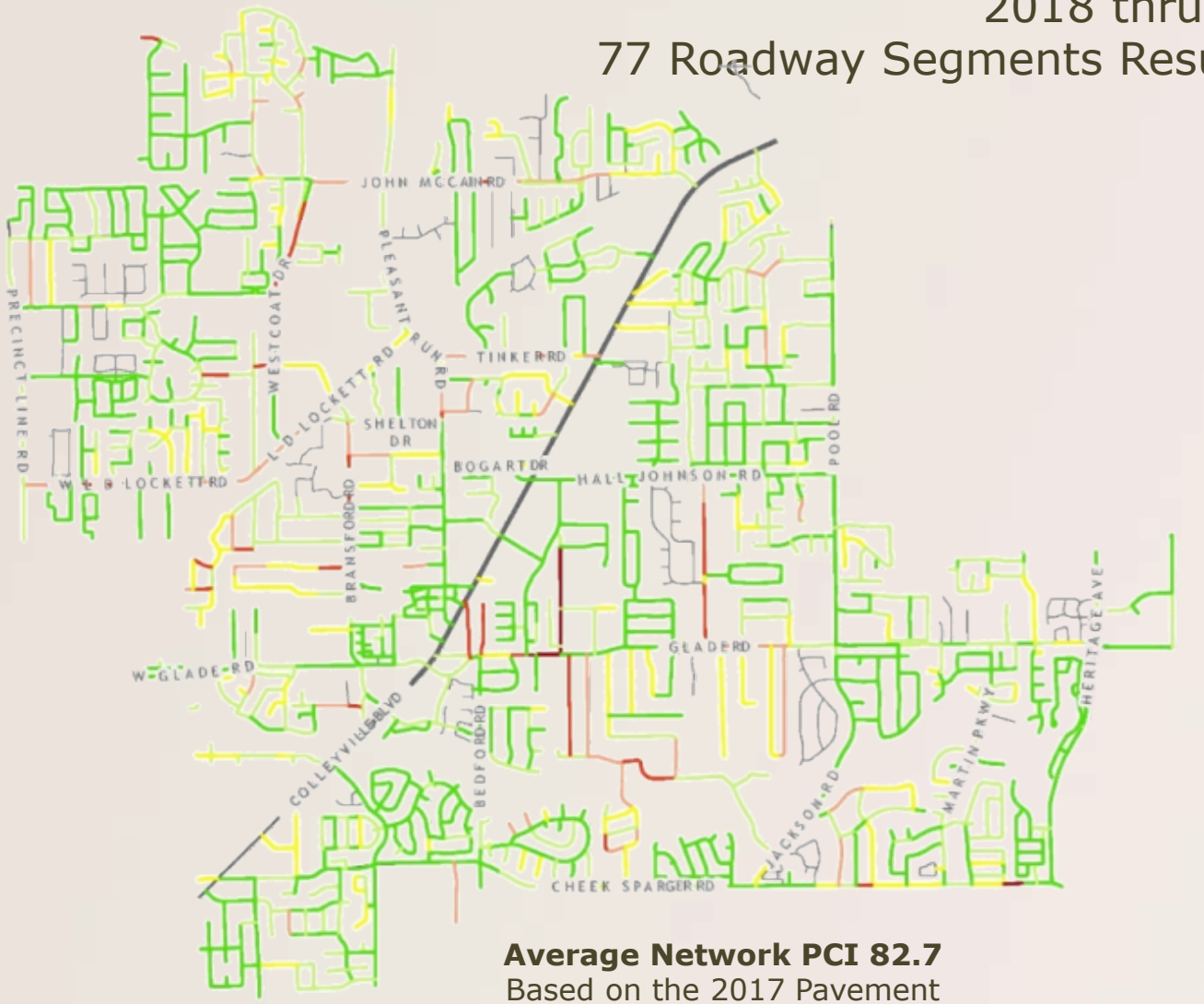
# 2022-2026 CIP Program



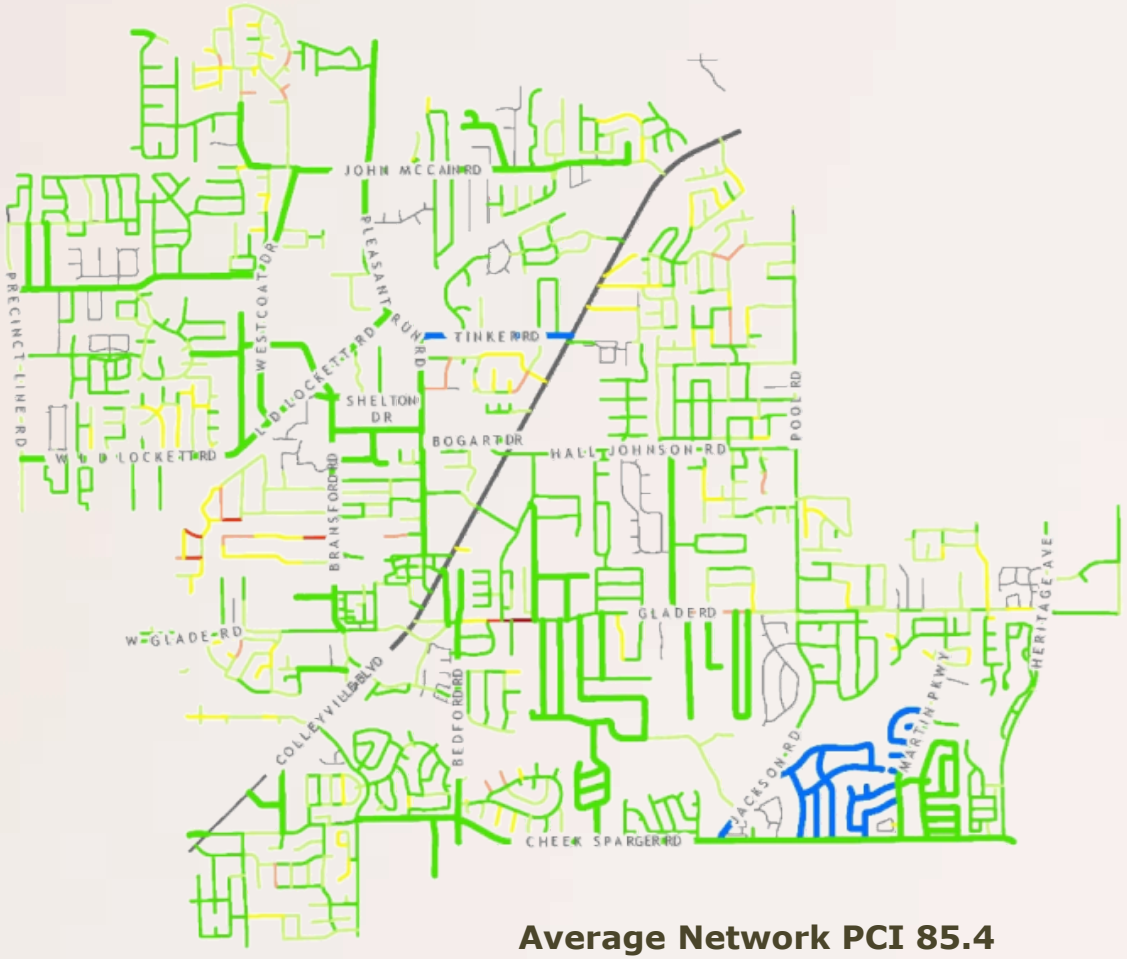

| Project Category | 2022 | 2023 | 2024 | 2025 | 2026 | Total |
|---|---|---|---|---|---|---|
| Drainage | **$100,000** | $800,000 | $300,000 | $400,000 | $300,000 | $1,900,000 |
| Facilities | **$5,015,000** | $2,075,000 | $1,550,000 | $200,000 | $50,000 | $8,890,000 |
| Information Technology | **$300,000** | $0.00 | $0.00 | $100,000 | $0.00 | $400,000 |
| Master Plans/Studies | **$200,000** | $0.00 | $0.00 | $0.00 | $0.00 | $200,000 |
| Parks and Recreation | **$5,415,000** | $5,655,000 | $1,300,000 | $525,000 | $325,000 | $13,220,000 |
| Sidewalks/Trails | **$2,850,000** | $1,000,000 | $2,725,000 | $1,850,000 | $2,950,000 | $11,375,000 |
| Streets | **$12,991,000** | $2,922,302 | $3,250,000 | $1,750,000 | $1,000,000 | $21,913,302 |
| Wastewater | **$600,000** | $300,000 | $0.00 | $0.00 | $0.00 | $900,000 |
| Water | **$1,805,539** | $2,075,000 | $3,550,000 | $3,150,000 | $4,250,000 | $14,830,539 |
| **Total** | **$29,276,539** | $14,827,302 | $12,675,000 | $7,975,000 | $8,875,000 | $73,628,841 |

# Local Street Maintenance Program

2018 thru 2022
77 Roadway Segments Resurfaced - 65 Lane Miles




**Average Network PCI 82.7**
Based on the 2017 Pavement Management Report




**Average Network PCI 85.4**
Projection Based on a Weighted Average (does not include deterioration)

# Bransford Trail

## Construction Overview

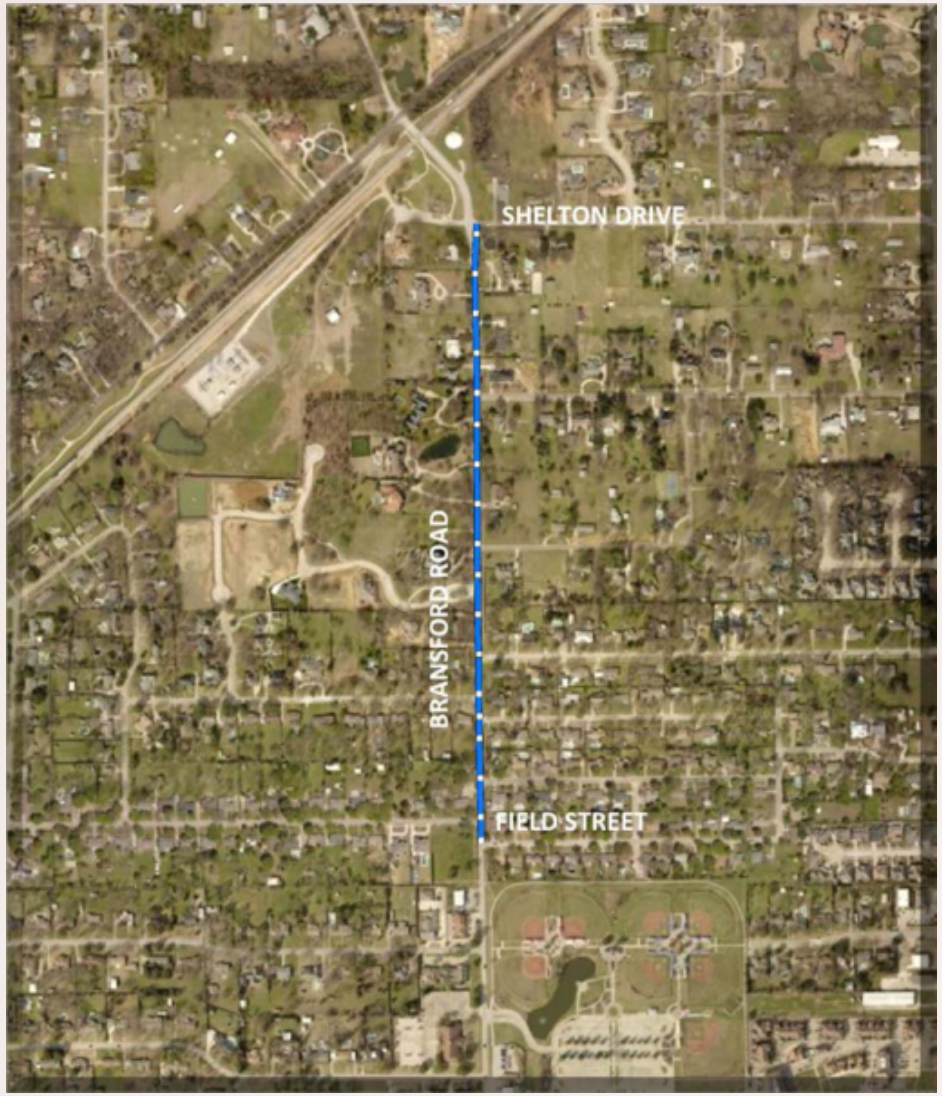
Construction Start – **May 2022**

Anticipated Completion – **January 2023**

## Project Summary

The project includes approximately 3,300 LF of a 10’ wide proposed concrete hike and bike trail along the west parkway of Bransford Road.

- Shared use side path will connect Colleyville City Park to the Cotton Belt Trail just north of Shelton Drive
- Improved drainage from Shelton Drive to Timberline Drive



# Bedford Trail

## Construction Overview

Construction Start – **Fall 2023**

## Project Summary

Construction of approximately 3,400 linear feet of five foot sidewalk along Bedford Road from Little Bear Creek to Sparger Park

- Various Drainage Improvements
- Retaining Walls
- Little Bear Creek Pedestrian Bridge

## Status

Preliminary Design and

Bridge Option Cost Estimates

# Glade Road

## Construction Overview

- Construction Start – **December 2020**
- Anticipated Completion – **June 2023**
- Approved Contract Amount - **$14,273,642**
- Total Remaining – **51.8%**

## Milestones

- **Riverwalk Dr Roundabout**
- **2-way Traffic** from SH26 to Bluebonnet Drive
- **Phase 2** (Stafford Dr to Montclair St) anticipated completion June 2022
- **Phase 3** (Montclair St to Pool Rd) anticipated completion November 2022
- **Bluebonnet Intersection** (*separate contract*) construction to start April 2022 through September 2022

# Cheek-Sparger

## Construction Overview

Anticipated Completion – **Fall / Winter 2023**

## Project Summary

**The project includes the reconstruction of Cheek-Sparger Road from San Bar Lane to Oakbriar Lane including:**

- **Water Line / Sanitary Sewer Replacement**
- **Sidewalk**
- **Drainage Improvements**

## Status

**Completing Phase 1**

**(Sewer and Storm Drain Improvements and East Bound Paving)**

**Starting Phase 2**

**(Waterline Improvements and West Bound Paving)**

# Jackson Bridge

## Construction Overview

Anticipated Construction Start – **Summer 2023**

## Project Summary

- **Replace Aging Bridge**
- **Improve Traffic Safety**
- **Decrease Frequency of Storm Closings**

## Status

**Preliminary Design**

**(TxDOT Lead)**

# Questions and Discussion

# City of Colleyville
# City Council
# Agenda Briefing

City Hall
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**Agenda Number** WS-2
**Agenda Date** 3/22/2022
**Type** Worksession
**Department** City Secretary

## Title

Discussion of the March 22, 2022, City Council regular agenda items

# City of Colleyville
# City Council
# Agenda Briefing

City Hall
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**Agenda Number** 1
**Agenda Date** 3/22/2022
**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: The Heather Nicole Bowden Trust

Section 551.071 - Legal - Consultation with attorney regarding legal issues related to the CWD Solid Waste Contract

Section 551.071 - Legal - Consultation with attorney regarding legal issues related to the potential future development of the Northern Gateway Property located at the southwest corner of SH26 and John McCain Road

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## Attachments

**RESOLUTION R-22-4704**

**A RESOLUTION APPROVING COUNCIL ACTION REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL MEETING OF MARCH 22, 2022**

**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 22ND DAY OF MARCH 2022.

| | | | |
|---|---|---|---|
| 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
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**Agenda Number** 3 **Agenda Date** 3/22/2022
**Type** Announcements, Proclamations, and Presentations
**Department** Economic Development

## Title

Recognition of the Business of the Month - Playtri Colleyville, 7171 Colleyville Boulevard, Suite 108 - Chris Swanzy, owner - Mayor Richard Newton and Assistant City Manager Mark Wood

Presentation of anniversary police badge - Police Chief Michael Miller

Proclamation in recognition of April 2, 2022 as Arbor Day in Colleyville - Mayor Richard Newton and Parks and Recreation Director Lisa Escobedo

## Attachments

**RESOLUTION R-22-4705**

**APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF MARCH 22, 2022**

**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 March 2, 2022

b. Approval of a Construction Services Agreement with Stripe-A-Zone, Inc. for the FY 2022 Miscellaneous Pavement Marking Contract, in an amount not to exceed $150,000.00, and authorizing the City Manager to execute the agreement

c. Approval of a Construction Services Agreement with Texas Standard Construction, Ltd., for the Waste Water Project 5: Quails Path Project, in an amount not to exceed $533,111.02 and a contingency amount not to exceed $75,000.00, and authorizing the City Manager to execute the agreement

**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 22ND DAY OF MARCH 2022.

| | | | |
|---|---|---|---|
| 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
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Wednesday, March 2, 2022

Mayor Richard Newton called the Colleyville City Executive Session to order on Wednesday, March 2, 2022, at 6:50 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.

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: The Heather Nicole Bowden Trust

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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 7:30 p.m. and called the roll.

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

**INVOCATION: Pastor Paul Daniels, Colleyville Covenant**

**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-22-4701**

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**

Mayor Newton and the City Council made the following announcements:

**A Time to Heal Event Welcomes 200+ Participants –** the City of Colleyville and the Ministerial Alliance Colleyville Strong event to remember the tragic terrorist event at Congregation Beth Israel and the answered prayers that brought this event to a positive conclusion welcomed 200 attendees providing an evening of fellowship and celebration of Colleyville's diversity. This event, and the outpouring of support for our community, was yet another example of the exceptionalism of Colleyville.

**Department Recognized by Secretary Mayorkas –** The Colleyville police and fire department was recognized by the US Secretary of Homeland Security Alejandro Mayorkas for the partnership displayed during the Congregation Beth Israel terror attack. It is wonderful to see our Colleyville departments recognized by the Secretary. We are fortunate to have a strong relationship with our federal law enforcement partners.

**NEFDA Selects Chief Cantrell as President –** Fire Chief Mark Cantrell has recently been elected President of the Northeast Fire Department Association (NEFDA). NEFDA is a group of fourteen departments in the region who have come together to consolidate resources for the benefit of our individual communities. This group aids in standardizing training and tactics among the area departments, as well as cooperatively operating specialized resources such as technical rescue and hazardous materials response assets.

**LOOK Cinemas to Open March 3 –** a ribbon cutting event welcoming LOOK Cinemas to the former Studio Movie Grill theater location was held March 2. The theater officially opens March 3, with the premier of the new Batman movie.

**Clean Sweep Gets New Location and New Feature – March 5, 2022** - This year's event will be held at the south parking lot of City Hall and will also include a

community clean-up feature. The event will include the classic five stations: Crud Cruiser, electronics recycling, document shredding, bulk/brush trash, and tire recycling. This drop off service will run from 9-11 a.m. The event is free to Colleyville residents with proof of residency. For residents and volunteer groups looking to participate in a community clean up, the event will provide a volunteer check in between 8–9 a.m. At that time volunteers will be provided packet/gear (garbage bags, vests, grabbers) and assigned an area to clean. After the cleanup, an event at 11 a.m. lunch, refreshments, and family activities (planting stations and games) are available. Parking will be available behind City Hall.

**When it Comes to Quality, the SIGNS are Everywhere –** The entry sign on the SW corner of Hall-Johnson and Pool Road is getting some much-needed attention. The Colleyville sign has been power washed and a new landscape wall has been installed. Landscape material will be planted next week, if the weather allows. Once the enhancements are compete at Hall-Johnson, we will be moving to the entry sign on the southbound side of Pool Road near Ross Downs. Finally, beautification efforts will proceed to Glade Road (near the Nature Center) where another entry sign will be enhanced.

**Junior Anglers Event April 2 –** Enjoy a great day of free fishing for the family at a freshly stocked pond in the Colleyville Nature Center. Prizes will be awarded for catches for children 16-and-under. Poles and bait will be available, if needed. No pre-registration required. Free trees and Arbor Day t-shirts, while supplies last.

**Bunny Brunch and Lunch –** The annual Colleyville Bunny Brunch and Lunch will be held April 9 at the Colleyville Center. Tickets go on sale March 7.

**In recognition of the Business of the Month - House of Daisies Jenny + Co. 97 Village Lane - Marybeth McIntyre, House of Daisies, and Jenny Flanagan, Jenny + Co. and Mayor Richard Newton**

Mayor Newton and Assistant City Manager Mark Wood welcomed Marybeth McIntyre, House of Daisies, and Jenny Flanagan, Jenny & Co. and recognized their business at 97 Village Lane as the Business of the Month.

## 4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-22-4702

**4a** Approval of the minutes of the regular City Council meeting of February 15, 2022

Mayor Newton read Resolution R-22-4702 in its entirety.

There was no discussion.

There were no speakers and Mayor Newton opened and closed the public hearing at 7:47 p.m.

**Councilmember Kelley made a motion to approve Resolution R-22-4702 seconded by Councilmember Dodson.**

**The motion to approve carried by the following vote:**

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

## 5. ORDINANCE(S): FIRST READING AND PUBLIC HEARING

### 5a Ordinance O-22-2193

Consideration of a Special Use Permit for an accessory building to encroach into the street side yard setback on Lot 6, Block 9, Woodbriar Estates Addition, located at 412 Briarcliff Court, Case ZC21-036

Mayor Newton Read the caption of Ordinance O-22-2193.

Community Development Director Ben Bryner presented the item, a request for approval of an SUP to allow a 300 square foot patio cover to encroach into the required street side yard setback a distance of five feet from the property line. Director Bryner presented exhibits of the pergola. He also presented photos, which indicated the fence had been replaced and expanded in 2019 without a permit. Director Bryner stated the applicant was contacted and made aware of this and staff is working on an SUP for the fence, which will go before the Planning and Zoning Commission in late March.

There was general discussion regarding the location of the fence and its relocation. Director Bryner stated portions of the replacement fence were located where originally built however; it was expanded and portions moved to the property line.

Following discussion, Mayor Newton stated there are several issues with this property; this SUP before the Council tonight is for the pergola, but if the pergola was approved, there are still several variances, which would have to come forth to actually have the whole project come to fruition. Director Bryner and the City Manager agreed.

Mayor Newton stated it does not make sense to him to consider each item separately. Councilmember Wheat asked if the item could be tabled and brought back with everything included. Councilmember Dodson suggested denying the ordinance and bringing back a new ordinance with all items addressed. Mayor Pro Tem Lindamood was in favor of tabling the ordinance and providing time for all items to be included.

Mayor Newton opened the public hearing at 7:59 p.m.

Applicant Shelly Horton, 412 Briarcliff, came forward and asked the Council if she should make a presentation or if they were going to table the ordinance. Mayor Newton stated he felt the right thing to do is table the ordinance and allow time to get everything together.

Mayor Newton stated the issues associated with this item are all variances. In his opinion, a variance is only for the purpose of dealing with something the owner cannot really control. He feels in this case, the applicant has options and will need to decide what is wanted.

Vince Chapman, DFW Custom Pools, advised he is available to present the case and stated all conditions have been met, up until the variance change two years ago. Mayor Newton explained how this is not the case and City Manager Ducay clarified.

There was further explanation regarding the requirements for a side yard setback.

There were no others wishing to speak and Mayor Newton closed the public hearing at 8:08 p.m.

**Councilmember Dodson made a motion to table Ordinance O-22-2193, seconded by Councilmember Rigney.**

**The motion to table was approved by the following vote:**

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

**5b Ordinance O-22-2194**

Consideration of a zoning change from PUD-C Planned Unit Development - Commercial district to PUD-C Planned Unit Development - Commercial district, specifically for a restaurant with drive-in or drive-thru service, for Tract 2C03, Abstract 206, BBB & C RY Survey, located at 4917 Colleyville Boulevard, Case ZC22-001

Mayor Newton read the caption of Ordinance O-22-2194.

Community Development Director Ben Bryner presented this item to rezone from PUD-C Planned Unit Development-Commercial district to PUD-C Planned Unit Development-Commercial district to allow for a 1,776 sf. drive-thru iced-tea shop. Director Bryner reviewed regulations in the proposed ordinance, which would differ from the requirements in the Land Development Code. The differences include permitted uses being subject to the CC-1 Village Retail uses, allowance for a drive-thru, 20’ of landscaping along Colleyville Boulevard, request for minimal landscaping, horizontal and vertical articulation of all elevations vary from Chapter

6 requirements, 13 proposed parking spaces, and the maximum impervious coverage to vary from the CC-1 Village Shopping Center district.

Applicant Brad Williamson, 13711 Alyssum Lane, Amarillo, came forward to answer questions of the City Council. There was general discussion of the products offered at the store, the staging of vehicles, the number of stores, and the HTeaO community give back program, where HTeaO gives 2% of the sales back to the local community.

Mr. Williamson stated the architect has already adjusted the vertical and horizontal articulation. Councilmember Wheat requested the new renderings.

Mayor Newton asked staff if the business leaves, does the drive-thru go away. Director Bryner stated yes.

As there was no one wishing to speak, Mayor Newton opened and closed the public hearing at 8:39 p.m.

This was a first reading; therefore, Council did not take action.

## 6. TABLED ORDINANCE(S): READING AND PUBLIC HEARING

### 6a Ordinance O-22-2192

Request to appeal the decision by the Planning and Zoning Commission for the 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 and 2, Block A, Heritage Farms, located at 913 Cheek-Sparger Road and 3808 Wayne Drive, Case ZC21-037

**Councilmember Dodson made a motion to remove Ordinance O-22-2192 from the table, seconded by Councilmember Nakamura.**

**The motion to remove the ordinance from the table was approved with the following vote.**

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

Mayor Newton read the caption of Ordinance O-22-2192. Mayor Newton asked if the applicant was present. There being no applicant or representative present, Mayor Newton stated this item was removed from the table because the City Council has not received any information for the applicant on how they plan to move forward and this request has been presented before in a similar form.

Mayor Newton stated there was a February 27, 2022 article in the *Dallas Morning News*, headlined "*Financial Cloud Sits Over Senior Community"* and addressed the financial struggles of the Edgemere retirement community in Dallas. He stated the proposed business in this zoning application is structured very similarly to the Edgemere retirement community in its business operation and in its funding structure. Mayor Newton stated when the proposed facility first came before Council, the Council asked a lot of questions and received a lot of information regarding how the facility would be operated and financed. He stated he would not take up a lot of time to explain, as the applicant is not present, however the article addresses some of the real concerns Council has had regarding this facility. He said he would like to see this item move forward with the Council questions responded to, or it gets to a point where Council can again take action.

Councilmember Dodson noted the article highlights the prepayment required to enter into a facility of this nature is one half to one million dollars and monthly rental averages between $7-9,000.

Mayor Pro Tem Lindamood implored others to read the article as many of the Council's concerns are addressed there.

Mayor Newton opened the public hearing at 8:44 p.m. Jason Finch, 3721 Woodmont Court, Bedford, has submitted a speaker card, but stated he will wait and speak at the next meeting.

Mayor Newton closed the public hearing at 8:45 p.m.

This was a first reading; therefore, Council did not take any action.

## 7. CITIZEN COMMENTS

Kathy Hadley, 204 Timberline Drive North, spoke regarding concerns for her property due to a home being built next door. She thanked the City Council for their work and asked everyone to pray for Ukraine.

George Bond, 3104 St. Albans Circle, provided a history of his service to the City, announced he is running for City Council, and told the City Council what they do is important.

Sayeda Syed, 6307 Sapphire Circle, stated an article in *Wallet Hub* noted Colleyville is ranked 23 in the nation and the highest in Texas for citizens with the highest credit score. She thanked the Council and stated she is very proud of the City Council and the City's policies.

## 8. REPORTS

Colleyville Library Board Minutes - December 13, 2021
Planning and Zoning Commission Minutes - January 10, 2022
Planning and Zoning Commission Worksession Minutes - January 24, 2022

There was no discussion of this item.

## 9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR WEDNESDAY, MARCH 2, 2022 - READING AND PUBLIC HEARING - RESOLUTION R-22-4703

This resolution was not needed.

## 10. ADJOURNMENT

There being no further business before the City Council, Mayor Newton adjourned the meeting without objection by the City Council at 8:56 p.m.

*APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 22ND DAY OF MARCH 2022.*

*Minutes taken and prepared by:*

*Christine Loven, TRMC*
*City Secretary*

# City of Colleyville
# City Council
# Agenda Briefing

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

**Agenda Number** 4b **Agenda Date** 3/22/2022 **Number** Resolution R-22-4705
**Type** Resolution
**Department** Engineering

## Title
Approval of a Construction Services Agreement with Stripe-A-Zone, Inc. for the FY 2022 Miscellaneous Pavement Marking Contract, in an amount not to exceed $150,000.00, and authorizing the City Manager to execute the agreement

## Strategic Plan
3.1 Upgrade the condition of major roads and neighborhood streets

## Explanation
***Reading and Public Hearing***

On September 21, 2021, the City Council approved the fiscal year 2022-2026 Capital Improvements Program (CIP) including FY 2022 Pavement Markings Project. The approved CIP includes $100,000.00 for Pavement Marking Rehabilitation and $50,000.00 for Parking Lot Striping.

On May 14, 2013, City Council approved the City of Colleyville to utilize contracts awarded by the City of Grand Prairie, as allowed under Section 271, Subchapter F, of the Texas Local Government Code. Staff seeks City Council approval to utilize a contract currently held by the City of Grand Prairie for pavement marking with Stripe-A-Zone, Inc. The City has utilized this vendor to apply pavement markings in Colleyville since Fiscal Year 2013, and staff is pleased with the work they perform.

The Street Pavement Marking Program targets the rehabilitation of existing pavement markings throughout the street system such as lane lines, railroad crossings, crosswalks, and school zones. There are sufficient quantities of work items identified by staff for the contractor to perform pavement markings and restriping throughout the City for Fiscal Year 2022.

The initial timeline for this project is 365 consecutive calendar days or when the funds deplete, whichever is greater. As a part of the terms of agreement, the City and the Contractor can agree to extend this agreement for up to four (4) additional 365 day periods after the initial term.

## Financial Impact
The funding source for this project is the Capital Projects Fund.

**Recommendation**
Approve

**Attachments**
1. Construction Services Agreement
2. StripeAZone Grand Prairie Contract

**CONSTRUCTION SERVICES AGREEMENT**
FY2022 Miscellaneous Annual Pavement Marking

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

RECITALS

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

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

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

**Section 1. Scope of Services**

Upon issuance of a written Notice to Proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary services, labor, materials, equipment and supplies related to the Colleyville FY2022 Miscellaneous Annual Pavement Marking Project (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents.

**Section 2. Term of Agreement**

The initial term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until (i) September 30, 2022 ("Initial Term") or (ii) the date CONTRACTOR completes the services required herein to the satisfaction of CITY and has been paid in full by CITY, unless sooner terminated as provided in Section 9, below. City and CONTRACTOR may, upon mutual written agreement, extend this Agreement for up to four (4) additional one year renewal terms (each a "Renewal Term" and collectively the "Term").

**Section 3. Contract Documents**

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

1) This Agreement, including all exhibits and addenda hereto;
2) CITY'S Specifications and Contract Documents for the Project contained in the City of Grand Prairie's Invitation for Bid # 21116 ("Bid Packet");
3) The current amendment to price agreement between CONTRACTOR and the City of Grand Prairie dated August 4, 2021, (the parties agree that the prices contained therein shall not be increased during the Term of this Agreement);
4) CITY'S written notice(s) to proceed to the CONTRACTOR;
5) Properly authorized change orders;
6) CONTRACTOR's Bid Proposal ("Proposal" and/or "Response"); and
7) Any other materials distributed by the CITY that relate to the Project.

In the event there exists a conflict between any term, provision and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this section. If

discrepancies are found that may impact construction of the Project, it shall be the CONTRACTOR's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the Project. Should the CONTRACTOR fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the Project, the CONTRACTOR shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.

**Section 4. Contractor Obligations**

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

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

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

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

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

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

**Section 5. Payment**

A. CITY agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in a total amount not to exceed ONE HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS ($150,000) ("Contract Price") during the Initial Term, subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to CONTRACTOR shall be monthly based on the CONTRACTOR'S detailed monthly itemized statement for services that shows the names of the CONTRACTOR'S employees, agents, contractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form reasonably acceptable to CITY. CITY shall pay such monthly statements within thirty (30) days after receipt and CITY verification of the services.

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

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

(1) Defective work not remedied;

(2) Claims filed or reasonable evidence indicating possible filing of claims;

(3) Failure of CONTRACTOR to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the CONTRACTOR; or

(4) Damages to another contractor or subcontractor.

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

D. All payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the CITY. Under no circumstances shall the CITY's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the CITY shall have no obligation or liability to pay any amount due under this Agreement unless the CITY appropriates funds to make such payment during the budget year in which said amount is payable; provided that during the term of this Agreement the CITY will take such steps as necessary to appropriate funding for the Project each fiscal year in an amount sufficient to satisfy the reasonably anticipated payment(s) that will become due to CONTRACTOR during the ensuing fiscal year. CITY shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the CONTRACTOR. None of the CITY's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

**Section 6. Responsibilities**

A. CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or

deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

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

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

**Section 7. Time for Performance**

A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with CITY'S requirements. CONTRACTOR shall complete all services in conformance with the schedule(s) set forth in CITY's written notice(s) to proceed issued to CONTRACTOR under this Agreement.

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

C. No allowance of any extension of time, for any cause whatever (including an event of force majeure), shall be claimed by or granted to CONTRACTOR, unless (i) CONTRACTOR shall have made written request to CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and (ii) CITY and CONTRACTOR have agreed in writing that such additional time shall be granted. As used in this section, the term '*force majeure*' shall mean that CONTRACTOR's performance of the services under this Agreement is prevented or delayed, in whole or in part, to such an extent that CONTRACTOR would not be able to complete the services (or any partial component thereof) within the time for performance set forth herein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, pandemic, or other specific cause reasonably beyond CONTRACTOR's control and not attributable to its malfeasance, neglect or nonfeasance. Should CONTRACTOR timely request an extension of time due to an event of force majeure under this section, CITY and CONTRACTOR may agree in writing to suspended CONTRACTOR's performance until such disability to perform (other than a payment obligation) is removed; provided, that CONTRACTOR shall use commercially reasonable efforts to remove any such causes and resume performance of the services under this Agreement as soon as reasonably practicable.

D. CONTRACTOR understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the time stated in CITY's written notice(s) to proceed for the completion of the work requested therein (after due allowance for such extension of time as may otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to $1,000 per day, which the parties agree represents a reasonable estimation of the actual costs that would be incurred by the CITY in the event of such delay.

**Section 8. Ownership of Project; Bill of Sale**

A. CONTRACTOR warrants that title to all work, including all equipment and materials incorporated into the Project, will pass to CITY no later than the time of final payment. CONTRACTOR further warrants that upon payment by CITY, all Work for which payments have been received from CITY

shall be free and clear of liens, claims, security interests or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

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

**Section 9. Default; Termination; Abandonment**

A. Default by Contractor. Should CONTRACTOR fail to comply with any term or condition this Agreement applicable to CONTRACTOR, or become disabled and unable to comply with any provisions of this Agreement related to the quality or character of the services or time of performance, CONTRACTOR shall be deemed in default of this Agreement. If such default is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without prejudice to any other right or remedy:

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

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

B. Suspension or Termination by City. CITY may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to CONTRACTOR. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Agreement, will be made based on services reasonably determined by CITY to be satisfactorily performed as of the date of suspension or termination. Such payment will become payable upon delivery of all instruments of service to CITY and CITY's acceptance of the same. If CITY requires a modification of this Agreement with CONTRACTOR, and in the event CITY and CONTRACTOR fail to agree upon a modification to this Agreement, CITY shall have the option of terminating this Agreement and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Agreement, for the services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

C. Abandonment. If CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if CONTRACTOR fails to timely comply with the orders of the CITY, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond(s) exists, the surety on the bond(s) may be notified in writing by CITY and directed to complete the work (at CITY'S sole discretion), and a copy of said notice shall be delivered to CONTRACTOR. After receiving said notice of abandonment, CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the CITY or the surety on the performance bond, or another contractor in completion of the work; and CONTRACTOR shall

not receive any rental or credit therefor, having hereby acknowledged that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. The remedies in this section are cumulative and nothing herein shall be deemed a waiver of any other remedy available to the CITY under this Agreement, including its remedies upon default provided herein above.

(1) In the event a surety fails to comply with CITY's written notice for completion provided for herein, within ten (10) days after service such notice, then the CITY may provide for completion of the work in either of the following elective manners:

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

b. The CITY may (under sealed bids when and in the manner required by law) let the contract to another contractor for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the CITY under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the CONTRACTOR and its surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the CONTRACTOR and/or its surety shall be credited therewith.

**Section 10.** **<u>Insurance</u>**

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

(1) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONTRACTOR's performance of services pursuant to this Agreement with a minimum combined single limit of not less than $2,000,000.00 per occurrence and $4,000,000.00 aggregate for injury to persons (including death), and for property damage; and

(2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONTRACTOR, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than $500,000.00 combined single limit and aggregate for bodily injury and property damage; and

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

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

(1) provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance; and

(2) name CITY, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and

(3) provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

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

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

**Section 11. <u>Indemnification</u>.**

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

CONTRACTOR shall promptly advise CITY in writing of any claim or demand against the CITY, related to or arising o CONTRACTOR shall promptly advise CITY in writing of any claim or demand against the CITY, related to or arising out of CONTRACTOR's acts or omissions under this AGREEMENT and shall see to the investigation and defense of such claims or demand at CONTRACTOR's sole cost and expense; provided, that CITY, at its option and at its own expense, may participate in such defense without relieving

CONTRACTOR of any of its obligations hereunder. THE PROVISIONS OF THIS SECTION 11 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**Section 12**. **Assignment**

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

**Section 13. Applicable Laws; Venue**

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

**Section 14. Agreement Amendments**

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

**Section 15. Severability**

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

**Section 16. Independent Contractor**

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

**Section 17. Right-Of-Access**

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

**Section 18. Counterparts**

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

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

**Section 19. Recitals; Exhibits**.

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

**Section 20. Survival of Obligations**.

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

**Section 21. Notice**

All notices required by this Agreement shall be in writing and addressed to the following, or such other party or address as either party designates in writing, by: (i) courier with signed receipt of delivery; (ii) overnight mail by reputable overnight delivery service; (iii), certified mail, postage prepaid, return receipt requested; (iv) confirmed electronic mail; or (v) by hand delivery with signed receipt of delivery:

| | |
|---|---|
| If to CITY: | City Manager<br>Attn: Jerry Ducay<br>City of Colleyville<br>100 Main Street<br>Colleyville, Texas 76034 |
| If to CONTRACTOR: | Stripe-A-Zone, Inc.<br>Attn: John Johnson<br>VP of Finance<br>2714 Sherman Street<br>Grand Prairie, Texas -750511082 |

**Section 22. Sales and Use Taxes**

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

**Section 23. Texas Government Code Verifications**

CONTRACTOR's execution of this Agreement shall serve as its acknowledgement and written verification that:

(1) the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and CONTRACTOR agrees that the Agreement can be terminated if CONTRACTOR knowingly or intentionally fails to comply with a requirement of that subchapter;

(2) pursuant to Texas Government Code Chapter 2270, that CONTRACTOR's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(3) pursuant to Texas Government Code Chapter 2251, that CONTRACTOR's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY –
SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date of last execution hereof (the "Effective Date").

| **FOR CITY:** | **FOR CONTRACTOR:** |
|---|---|
| **City of Colleyville, Texas** | **Stripe-A-Zone, Inc.** |
| By:_____<br>Jerry Ducay, City Manager | By:_____<br>John Johnson, VP of Finance |
| Date: _____ | Date: _____ |

APPROVED AS TO FORM:

_____
Whitt L. Wyatt, City Attorney

# Contract Coversheet

**Dept:*** Purchasing

**Contract ID:** 20913

**For:** Transportation Services

**Bid Number:** 21116

**Contact Name:** Anda Upchurch

**Contact Phone:*** 8270

**Contact Email:*** aupchurch@gptx.org

**Vendor Name:** Stripe-A-Zone, Inc.

**Vendor Email:** jjohnson@stripe-a-zone.com

**Project Name:** Pavement Marking Services (2021)

**Summary:** Initial 1-year with up to 4 additional renewal terms; CC Agenda Item # 21

**Permanent Retention***

- ○ Yes
- ◉ No

**Contract Amount**

$ 489,885.00

**Total Contract Amount over all terms**

$ 2,449,425.00

**Account #**

**Work Order #**

## Dates

| Implementation Date | Termination Date | Council Approval Date |
|---|---|---|
| 8/4/2021 | 7/31/2022 | 8/3/2021 |

## Contract Approvals

**Department Manager:**

Cathy Patrick

**Date** 8/5/2021

**City Attorney Signature**

Tiffany Bull

**Date** 8/5/2021

**City Manager Signature**

WILLIAM A. HILLS

**Date** 8/18/2021

**City Secretary Signature**

Gloria Colvin

**Date** 8/20/2021

# CITY OF GRAND PRAIRIE
# SERVICES PRICE AGREEMENT

**THIS CONTRACT** is made and entered into this date by and between the **CITY OF GRAND PRAIRIE,** a Texas municipal corporation (hereinafter referred to as the "CITY"), and **STRIPE-A-ZONE, INC.** (hereinafter referred to as "VENDOR") and evidences the following:

## I. PURPOSE

VENDOR shall provide pavement marking services per bid award resulting from VENDOR's response to RFB #21116, submitted by John Johnson, on June 21, 2021.

## II. DESCRIPTION OF SERVICES

The services which VENDOR shall provide for the CITY shall include the following:

A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY's Transportation Services Director or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.

B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDORS bid to CITY (attached hereto as "Exhibit A"); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control. The parties understand that quantity of services to be furnished to the City is an estimate and that the City may order more, less, or none of the services depending on the projects and the work of the City that requires the services. The price of the services shall remain constant throughout the term of contract.

C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the submittal.

## III. PERFORMANCE OF WORK

VENDOR or VENDOR'S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR'S associates and employees who work on this project shall be competent and fully qualified to do the work described in this Contract, the services performed shall be performed in a good and workmanlike manner, and the finished product shall be fit for the particular use(s) contemplated by this agreement.

## IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed $489,885.00 without additional approval. VENDOR'S invoices must be delivered to the attention of the department placing the order. The city will pay invoices as work is completed and within 30 days after receipt of an invoice or certification by the City that the work is performed in a good and workmanlike manner, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

## V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of August 4, 2021. No new orders shall be accepted, against this Contract term, after midnight on July 31, 2022. Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

## VI. CONTRACT ASSIGNMENT

VENDOR and the CITY hereby covenant and agree that this Contract provides for services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the CITY.

## VII. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

## VIII. CHANGE IN WORK

The CITY, through its Purchasing Manager or their designee, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of VENDOR or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to VENDOR must be mutually agreed upon by VENDOR and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to VENDOR of the fee stated in Paragraph IV hereof must first be approved by the CITY's Purchasing Manager, City Manager or City Council, where applicable.

## IX. CONFIDENTIAL WORK

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this Contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

## X. OWNERSHIP OF DOCUMENTS

VENDOR acknowledges that CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. VENDOR acknowledges that CITY shall have copyright privileges to those notes, reports, documents, processes, and information.

VENDOR shall provide CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at CITY expense upon written request.

## XI. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to ensure, in connection with any work under this Contract, VENDOR, VENDOR'S associates, sub-vendors, and employees will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical or mental handicap, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain, and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract. VENDOR verifies that it does not "boycott Israel" as that term is defined in Tex. Govt. Code §808.001 and will not boycott Israel during the term of this contract.

## XII. INDEPENDENT VENDOR

By the execution of this Contract, the CITY and VENDOR do not change the independent vendor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which shall have the exclusive right to dictate to the VENDOR'S employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties. VENDOR shall post all applicable warning signs if such work will disrupt normal traffic or workplace activities.

## XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

**VENDOR warrants that the services it performs for CITY will be performed in a good and workmanlike manner, and that any items delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR'S activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.**

## XIV. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be $1,000,000.00 per occurrence / $2,000,000 aggregate for general liability and for property damage, and $1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and VENDOR shall provide the City with a copy of any such notice of material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this agreement. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract.

## XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

## XVI. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

## XVII. VENUE

The parties to this Contract agree and covenant that this Contract will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

## XVIII. APPLICABLE LAWS

This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures, and ordinances, present and future, and all applicable laws of the State of Texas and the United States.

## XIX. FIREARM AND AMMUNITION INDUSTRY CONTRACT VERIFICATION

VENDOR verifies that, in accordance with the terms defined in Section 2274.001 of the Texas Government Code, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association.

## XX. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas, without regard to any conflict of law rules.

## XXI. NOTICES

All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, email, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the CITY and VENDOR as follows:

CITY:

City of Grand Prairie
ATTN: Anda Upchurch, Sr. Buyerl Purchasing Division
300 Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8270 | Email purchasingfax@gptx.org
Accounts Payable Contact: accountspayable@gptx.org

City of Grand Prairie
ATTN: Caryl DeVries, Senior Traffic Engineer | Transportation Services Department
300 Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8119 | Email cdevries@gptx.org

VENDOR:

Stripe-A-Zone, Inc.
ATTN: John Johnson, VP of Finance
2714 Sherman St., Grand Prairie, TX, 75051
Phone 972-647-2714 | Email jjohnson@stripe-a-zone.com

Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such party at the address hereinafter specified. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

## XXII. SEVERABILITY

In the event that any provision contained in this Contract is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

## XXIII. RIGHT OF REVIEW

VENDOR covenants and agrees that the CITY, upon reasonable notice to VENDOR, may review any of the work performed by VENDOR under this Contract.

## XXIV. WAIVER OF ATTORNEYS FEES

VENDOR and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

## XXV. NON-COLLUSION

VENDOR represents and warrants that VENDOR has not given, made, promised, or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the CITY under this Contract. VENDOR further agrees that VENDOR shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the CITY under this Contract) for any of the services performed by VENDOR under or related to this Contract. If any such gift, bonus, commission, money, or other consideration is received by or offered to VENDOR, VENDOR shall immediately report that fact to the CITY and, at the sole option of the CITY, the CITY may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to VENDOR under this Contract.

EXECUTED this the 5TH day of AUGUST, 2021.

**CITY OF GRAND PRAIRIE, TEXAS**

By: _____
Deputy City Manager

ATTEST:

for _____
Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:

_____
Megan Mahan, City Attorney

By Tiffany Bull, Assistant City Attorney

**STRIPE-A-ZONE, INC.**

By: _____
Printed Name: JOHN JOHNSON
Title: VP OF FINANCE

CITY OF GRAND PRAIRIE, TEXAS

**REQUEST FOR BIDS**

**RFB # 21116 – Pavement Marking Services**

**DUE DATE: PRIOR TO 2PM JUNE 29, 2021**

**DUE TO:** Anda Upchurch, Senior Buyer
Purchasing Division
www.publicpurchase.com
Grand Prairie, Texas 75050

Late responses will be unopened and not accepted for consideration. The City of Grand Prairie is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), carrier, etc. Please ensure you allow time to provide your response timely so that you may be properly considered. EMAIL BIDS WILL NOT BE ACCEPTED.

Table of Contents

ADVERTISEMENT FOR BIDS ..... 3

1. PROJECT SCOPE ..... 4

2. REQUIREMENTS ..... 4

3. RATE OF PURSUING THE WORK ..... 5

4. SCHEDULING AND RECORD KEEPING ..... 5

5. DELIVERY OF MATERIAL ..... 6

6. LOCATIONS ..... 6

7. QUALIFICATIONS ..... 6

8. VENDOR RESPONSIBILITIES ..... 7

9. COMPLETION ..... 7

10. PAYMENT AND INVOICING ..... 7

11. SAFETY REQUIREMENTS ..... 8

12. PROCUREMENT SCHEDULE ..... 8

13. CONTACT ..... 8

14. BID EVALUATION ..... 9

15. EVALUATION CRITERIA ..... 9

16. SUBMITTAL RESPONSE GUIDELINES ..... 9

17. AGREEMENT TERMS AND AWARD ..... 9

ATTACHMENT A ..... 10

ATTACHMENT B ..... 18

ATTACHMENT C ..... 20

ATTACHMENT D ..... 21

SOLICITATION STANDARD TERMS AND CONDITIONS ..... 24

SUBMITTAL FORMS ..... 27

**Exhibit A**

CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS

Sealed bids will be received via www.PublicPurchase.com until **June 29, 2021,** at 2:00 PM, and publicly opened and read via teleconference for the purchase of the following:

***BID # 21116 – Pavement Marking Services***

Further information and specifications may be obtained at www.publicpurchase.com, www.gptx.org, or from the Purchasing division at (972) 237-8262.

The city reserves the right to reject any or all bids and to waive formalities. The city also reserves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.

Publish: June 11th & June 18th, 2021

1. **PROJECT SCOPE**

It is the intent of this specification to obtain an annual price agreement for the purchase of pavement marking services for the City of Grand Prairie. These services shall include but are not limited to removal of existing pavement markings, furnishing and placing of hot applied thermoplastic reflective pavement markings of extruded and/or sprayed thermoplastic compound on a work order basis. This agreement will begin on or after August 17, 2021.

2. **REQUIREMENTS** - Services shall include but are not limited to the following:

**2.1.** Vendor shall furnish all equipment, materials, service, labor, and all miscellaneous items necessary for the required pavement preparation, layout, and completion of the pavement marking installation.

**2.2.** The pavement markings to be applied generally will consist of crosswalk lines, stop lines, crosshatch lines, symbols, legends and arrows, channelizing lines, and short sections of centerlines and lane lines.

**2.3.** The pavement that the thermoplastic markings will be applied to will be primarily asphalt. Some pavements may have been rejuvenated by means of a "chip seal" or "slurry seal" surface treatment. Some pavements may be Portland Cement Concrete.

**2.4.** **Standards** - All markings shall be installed in accordance with the following:

**2.4.1** Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), published by the Texas Highway Administration, latest edition (http://www.txdot.gov/government/enforcement/signage/tmutcd.html); and

**2.4.2** TxDOT Pavement Marking Handbook (http://onlinemanuals.txdot.gov/txdotmanuals/pmh/pmh.pdf); and

**2.4.3** These specifications and special provisions; and

**2.4.4** Work orders issued by the Signs and Markings Division, which will include appropriate drawings from the TxDOT Pavement Marking Standard Detail Sheets. (https://ftp.dot.state.tx.us/pub/txdot-info/cmd/cserve/standard/traffic/pm1-20.pdf).

**2.4.5** In the event of conflict between the above standards, the work orders and the drawings attached thereto shall take precedence.

**2.5.** **THERMOPLASTIC, HOT APPLIED – ATTACHMENT A**

The attached specification shall govern for the materials, composition, quality, sampling, and testing of thermoplastic, hot applied, and materials utilized in its application to the roadway surface.

**2.6** **ELIMINATING EXISTING PAVEMENT MARKINGS & MARKERS – ATTACHMENT B**

The attached specification shall govern for the elimination of existing pavement markings of the various types and sizes and raised pavement markers as shown on the plans or as directed by the Engineer.

**2.7** **PAVEMENT SURFACE PREPARATION FOR MARKINGS – ATTACHMENT C**

The attached specification shall govern for the surface preparation of pavement surface areas prior to placement of pavement markings or raised pavement markers.

**2.8 RAISED PAVEMENT MARKERS – ATTACHMENT D**

The attached specification shall govern for the materials, composition, quality, sampling, and testing of raised pavement markers of the various classes and types shown on the plans.

**3. RATE OF PURSUING THE WORK**

**3.1** The Vendor shall start the work required by each work order within two weeks of notification and complete the work, no later than one (1) calendar month after receipt of the work order. The only exception to this requirement will be extenuating circumstance as may be accepted by the City representative. Requests for exceptions due to extenuating circumstances must be made in writing to the City representative within 48 hours of the occurrence. The City representative's decision on extenuating circumstances will be final.

**3.2** Lost workdays due to holidays, weather, break-down or non-availability of materials or of Vendor's equipment shall not be allowed as an excuse for not meeting the required schedule. The Vendor shall assure that necessary materials and equipment are available for use on this Agreement. Each day that a work order is not completed after the one (1) month allowed shall be considered failure to pursue the work at an adequate rate. See "Termination for Default" in the SOLICITATION STANDARD TERMS AND CONDITIONS.

**4. SCHEDULING AND RECORD KEEPING**

**4.1.** The Vendor shall designate a foreman in charge of the daily striping work. Each Monday morning, (Tuesday morning following a Monday City holiday), the Vendor shall submit a weekly written schedule of work to the City representative. The schedule shall be verbally updated each working day (i.e. progress report on accomplishments and schedule changes) by the Vendor's foremen. This daily contact with the City representative is required.

**4.2.** A permanent written log of each day's work shall be maintained by the Vendor. This daily log shall consist of the name of the intersecting roadways, the work order number that was executed, the markings actually installed, the approximate time of day that the markings were installed, the quantity (L.F., Sq. Ft., or each) of each bid item installed at locations, and any other comments as may be desirable. A copy of the daily logs and completed work orders for the previous week's work shall be submitted no later than each Tuesday. Repeated failure to turn in logs and completed work orders when due may result in assignment of one (1) day of Liquidated Damages for each occurrence.

**4.3.** If there are locations that the Vendor desires to do at night or during other than normal working hours for his own convenience, the Vendor shall submit a request in writing to the City representative at least three (3) working days in advance of any intended work on nights, weekends, or holidays, and shall not undertake such work without the approval of the City representative.

**4.4.** Provisions must be made, at the Vendor's expense, for adequate lighting of the marking operation and additional traffic control devices required for nighttime work. For night work, a minimum of six (6) 3000-watt lights shall be used to illuminate the area where pavement markings are being installed or removed. These lights shall be positioned so they do not interfere with the travelling public. Night work is defined as any work occurring between one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise.

## 5. DELIVERY OF MATERIAL

**5.1** It shall be the Vendor's responsibility to see that merchandise is delivered within or adjacent to the area of installation repair as specified by the City.

**5.2** The work described in this specification shall be done with the least inconvenience. Vehicles must always have egress capabilities. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the City representative.

**5.3** The Vendor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation always during this agreement. Any property or incidentals damaged during this agreement shall be repaired or replaced to the satisfaction of the City representative.

## 6. LOCATIONS

The specific locations of work are not listed herein but will be assigned via written work order by the City's representative during the duration of the agreement. Each work order will specify the locations, items, and estimate quantities of work to be performed. The City may add, delete, or change the work locations or details of the markings layouts 'at any time during the work period, with at least two (2) working days prior notice to the Vendor.

## 7. QUALIFICATIONS

**7.1** The Vendor must be have a minimum of five years' experience in the application of hot thermoplastic retro-reflective pavement markings at intersections, on streets, and highways that are open to traffic. Bidders that cannot demonstrate successful previous experience in work of the type in this agreement will be considered not responsible and will not be considered for award of agreement.

**7.2** The Vendor must possess (own or rent) and/or assure the availability of sufficient equipment, meeting the requirements, to successfully pursue the work in this agreement.

**7.3** Personnel employed by the Vendor for work on this agreement shall be experienced in operating the striping equipment, requiring little or no training necessary to expeditiously commence the work and pursue it to completion. Before the City will authorize the Vendor to start work, the Vendor shall inform the City representative of the names and specific jobs of the Vendor's employees assigned to the Agreement. Any personnel replacements or job assignment changes during the Agreement must be reported immediately to the City representative and any replacement personnel must meet the personnel experience qualifications stated above. If, at any time, the City representative believes that inexperienced personnel are being employed, the City representative may halt the work until experienced personnel are provided.

## 8. VENDOR RESPONSIBILITIES

**8.1** **Supervision** – The Vendor shall, during all periods of contract performance, provide competent supervision of his employees to assure complete and satisfactory fulfillment of the work and the terms of this contract. The Vendor or a capable, fully authorized representative must be immediately available during all work activities to receive all special instructions from the City agent.

**8.2** **Defective Work and Damages** – The Vendor shall be wholly responsible for and shall promptly correct or restore all defective work or damages to any/all City facilities caused by its activities. Restoration and correction shall be to the complete satisfaction of the City. This shall apply to any part of a building, its appurtenances, the adjacent grounds, or any other tangible damage incurred in the performance of the Contract. Any damage will be immediately reported to the Contract administrator or his agent. Failure by the Vendor to proceed promptly with corrective actions may be cause for cancellation of this contract with amount(s) necessary to correct defective work and/or damage being withheld from payments due or to become due to the Vendor.

**8.3** **Warranty** - The Vendor agrees to warrant all services performed (workmanship, parts, refinishing, etc.) for a minimum period of one (1) year from date of acceptance. Longer warranty periods will be viewed favorably.

## 9. COMPLETION

**9.1** **Inspection** - Vendor agrees to allow the City agent to conduct periodic on-site inspections of any/all striping work to ensure all work is being performed in accordance with the agreed estimate(s).

**9.2** **Acceptance** - Acceptance of markings shall be conducted by designated City agent.

## 10. PAYMENT AND INVOICING

**10.1** **Payment** - The City will authorize payment upon satisfactory completion, inspection and acceptance by the City. Work found unacceptable by the City will be corrected at the Vendor's expense. All work will be performed in accordance with the outlined quote and work order furnished by the city. Vendors are subject to non-payment for any/all unauthorized repair/restoration work.

**10.2** **Implied work** - All incidental work required by the drawings and specifications, for which no payment is specifically provided, and any work or materials not therein specified which are required to complete the work and which may fairly be implied as included, shall be done or furnished by the Vendor without extra compensation.

**10.3** **Invoicing** - The following requirement applies to all invoices. Invoices must reference a purchase order number and have attached a copy of the matching work order. The invoice should include the following:

**10.3.1** Purchase Order number
**10.3.2** Invoice number
**10.3.3** Total Hours Charged
**10.3.4** Contract rates
**10.3.5** Total amount due

## 11. SAFETY REQUIREMENTS

**11.1** The Vendor must be thoroughly familiar with all prevailing safety measures pertinent to its operation and shall meet or exceed those measures. This shall include, but not necessarily be limited to Environmental Health Agency (EPA) regulations, State of Texas regulations, local city ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Vendor shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.

**11.2** Vendor will provide all required safety signage, barricades, and flashers/strobes.

**11.3** All employees shall follow all applicable safety procedures, have appropriate safety training certification when required by federal or state law, have immediate access to all appropriate safety equipment, and shall be trained in the use of that equipment.

**11.4** All vehicles shall have proper safety signage, be fit for their intended purpose, and meet all FAA, OSHA, and State of Texas requirements.

**11.5** Vendors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by to the Contract Administrator.

**11.6** Any hazardous condition or any damage to City property is to be immediately reported to the City Contract Administrator.

**11.7** Vendor will not permit unsafe practices. Examples of unsafe practices include but are not limited to: using inappropriate equipment for the job, removing chains or other safety devices from equipment, traveling with an operator sitting in the back of a pickup truck with the tailgate lowered, operating equipment at excessive speed, or operating without appropriate traffic control plan in place for the safety of the motorist and workers. Unsafe practices will be grounds for termination of the contract.

## 12. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

| **Activity** | **Target Dates** |
|---|---|
| Release Bid | Friday, June 11, 2021 |
| Deadline for Questions | Wednesday, June 23, 2021 |
| Responses to Questions | Thursday, June 24, 2021 |
| Deadline for Receipt of Bids | Tuesday, June 29, 2021 |
| Council Date | Tuesday, July 13, 2021 |

## 13. CONTACT

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Anda Upchurch at aupchurch@gptx.org by 4:00 p.m. (CST) of the Deadline for Questions outlined in the Procurement Schedule. City of Grand Prairie's response to questions and requests for clarification will be posted to Public Purchase (www.publicpurchase.com).

## 14. BID EVALUATION

Award will be based on responsive bids best value as outlined in the Evaluation Criteria below. The City of Grand Prairie reserves the right to accept or reject all bids in whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter any contract deemed to be in the best interest of the city.

## 15. EVALUATION CRITERIA

The following evaluation criteria will be utilized in the selection of a vendor:

| | EVALUATION CRITERIA | POINTS |
|---|---|---|
| 1 | Cost | 50 |
| 2 | Qualifications | 25 |
| 3 | References | 10 |
| 4 | Past Experience with the City or other municipality | 10 |
| 5 | Local Business Presence | 5 |
| | **TOTAL POSSIBLE** | **100** |

## 16. SUBMITTAL RESPONSE GUIDELINES

Vendor response to this Request for Bid shall include:

**16.1** Completed and signed proposal check list.
**16.2** Bid Pricing Form filled in with unit prices, extended prices, and total.
**16.3** Completed Questionnaire and References.
**16.4** Bid Affirmation form reviewed and signed.
**16.5** Completed Historically Underutilized Business Questionnaire and Completed House Bill 89 Verification Form.

## 17. AGREEMENT TERMS AND AWARD

The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The City may award one Primary and one Secondary vendor by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City. Successful Vendor will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within.

# ATTACHMENT A
# THERMOPLASTIC, HOT APPLIED

**I.** Description: This specification shall govern for the materials, composition, quality, sampling, and testing of thermoplastic, hot applied, and materials utilized in its application to the roadway surface.

**II.** General Characteristics: Thermoplastic marking material shall be a product especially compounded for traffic markings. Each bag shall be clearly and adequately marked to indicate the color, weight, type of material, and lot or batch number (a lot or batch shall be considered as each individual mix or blend that produces a finished product ready for use). Each bag of thermoplastic material shall weigh approximately 50 pounds and designate appropriate user information, manufacturers, name and address. The bag must be composed of a compatible material to allow for the placement of the bag and its contents into the melter. When placed on the roadway, the markings shall not be slippery when wet, lift from pavement under normal weather conditions, nor exhibit a tacky, exposed surface. Cold ductility of the material shall permit normal road surface expansion and contraction without chipping or cracking.

- The markings shall retain their original color, dimensions, and placement under normal traffic conditions at road surface temperatures of 158° F and below.
- When applied at a 90 mil thickness, the setting to traffic time shall not exceed a characteristic straight-line curve, the lower limit of which is four minutes at 59° F road surface temperature, and the upper limit of which is ten minutes at 90° F road surface temperature. Temperatures are to be measured a maximum relative humidity of 90%.
- The markings shall essentially have a uniform cross-section. The density and quality of markings shall be uniform throughout their thickness. The applied markings shall be 95% free of holes and voids, and free of blisters for a minimum of 60 days after application.
- The markings in place on the roadway shall be completely reflectorized both internally and externally. The marking shall exhibit uniform retro-directive reflectance.
- The contractor shall assume all costs arising from the use of the patented materials, equipment, devices, or processes used on or incorporated in the work and agree to indemnify and hold harmless the purchaser and its duly authorized representatives from all legal suits or action of every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

**III.** Sampling and Testing: The City reserves the right to have the supplied thermoplastic tested by an independent laboratory. If the tests reveal that the thermoplastic meets all of the agreed upon specifications, the City will submit payment for the tests; however, if the tests reveal that the thermoplastic does not meet all of the agreed upon specifications, the supplier shall assume all the costs of the tests. If the thermoplastic material does not meet the specifications; the City reserves the right to refuse all thermoplastic materials with matching lot or batch numbers of material tested. Amounts due to the City for conducting such tests will be deducted from monthly or final estimates on Contracts or from partial or final payments on direct purchases by the City. If the supplier, at any time during the life of the Contract, fails to supply a thermoplastic that meets the agreed upon specifications, the City reserves the right to terminate the contract.

The minimum batch size of thermoplastic striping material when tested shall not be less than 2000 pounds unless the total order is less than that amount. A small trial batch should be made prior to making the thermoplastic traffic line in large quantities to make certain the finished product will comply with all the requirements of this specification.

IV. Material Requirements:

**A.** Pigments: Prime and filler pigments shall, when washed free of resins by solvent washing, pass a U.S. Standard Sieve Number 200 (Tex-863-B) and shall meet the following specific requirements for each pigment:

1. Prime Pigments:
   a. The white pigment shall be a Rutile Titanium Dioxide.
   b. The yellow pigment shall be a heat resistant, double encapsulated medium chrome yellow or other approved heat resistant pigment.
2. Filler Pigment: The filler pigment shall be calcium carbonate, 95% purity.

**B.** Binder: The binder must consist of a mixture of resins, at least one of which is a solid at room temperature, and high boiling point plasticizers. At least 1/3 of the binder composition must be a maleic-modified glyceryl ester of rosin and must be no less than 8% by weight of the entire material formulation. The infrared analysis of the resin extract shall match the spectra on file at CST / M&P in accordance with Tex-888-B.

**C.** Silica: The total silica used in the formulation shall be in the form of glass traffic beads.

**D.** Glass Traffic Beads: Drop-on glass traffic beads shall meet the requirements of DMS-8290.

**1.** Manufacture: Glass traffic beads shall be:
   a. Manufactured from glass.
   b. Spherical in shape.
   c. Essentially free of sharp angular particles.
   d. Essentially free of particles showing milkiness, surface scoring, or surface scratching.
   e. Water white in color.

**2.** Contaminates: Glass traffic beads shall:
   a. Contain less than 1/4 of 1% moisture by weight.
   b. Be free of trash, dirt, etc.
   c. Show no evidence of objectionable static electricity when flowing through a regular traffic-bead dispenser.

**3.** Gradation:
   a. Sieve Analysis: Glass traffic beads shall meet the following gradation requirements:

| Openings<br>U.S. Std. Sieves | Percent<br>Passing |
|---|---|
| # 20 Sieve | 100 |
| # 30 Sieve | 80 - 95 |
| # 50 Sieve | 15 - 35 |
| #100 Sieve | 0 - 4 |

b. Irregular Particles: Glass traffic beads, retained on any screen used to determine gradation requirements, shall not contain more than 30% (by weight) irregular particles measured by Tex-832-B.

4. Index of Refraction: Glass traffic beads, when tested by the liquid immersion method at 77° F, shall show an index of refraction within the range of 1.50 to 1.53.
5. Wetting: Glass traffic beads shall be capable of being readily wet with water when tested in accordance with Test Method Tex-826-B.
6. Stability: Glass traffic beads shall show no tendency toward decomposition, surface etching, change in retro-reflective characteristics, or change in color after:
   a. One-hour exposure to concentrated hydrochloric acid at 77°F.
   b. Twenty-four hours exposure to weak alkali.
   c. One hundred hours of weather-o-meter exposure in accordance with ASTM G 155 using Exposure Cycle 1 with a quartz inner filter glass and Type "S" Borosilicate outer filter glass.

V. Equipment: The thermoplastic pavement marking material may be either spray applied or extruded hot to the pavement surface unless application method is specified on the plans. The thermoplastic equipment shall be constructed to provide continuous mixing and agitation of the material. The shaping die or spray gun shall be equipped with a cut-off device remotely controlled to provide clean, square, marking ends and to provide a method for applying broken lines.

The equipment used to install hot applied thermoplastic material by contract under this specification shall be constructed to provide continuous uniform heating to temperatures exceeding 400°F mixing, and agitation of the material. Conveying parts of the equipment between the main material reservoir and the line dispensing device shall prevent accumulation and clogging. All parts of the equipment that come in contact with the material shall be constructed for easy access and exposure for cleaning and maintenance. The equipment shall operate so that all mixing and conveying parts, including the line dispensing device, maintain the material at the manufacturer's recommended application temperature. The equipment shall provide for varying traffic marking application widths. The application equipment shall be mobile and maneuverable to the extent that straight lines can be followed, and normal curves can be made in a true arc. A special kettle shall be provided for uniformly melting and heating the thermoplastic material. The kettle must be equipped with an automatic thermostatic control device and material thermometer for positive temperature control and to prevent overheating or scorching of the material. The heating kettle and application equipment shall meet the requirements of the National Fire Underwriters and the National Fire Protection Association of the state and local authorities.

Equipment used to place four inch solid or broken line shall be capable of placing a minimum of 10,000 linear feet of marking per working day. Equipment used for placing markings in widths of other than four inches shall have capabilities similar to four-inch marking equipment. Equipment shall be maintained in satisfactory operating condition. Equipment shall be considered in unsatisfactory working condition if it fails to have an average hourly placement rate of 1,500 linear feet of acceptable four-inch solid or broken lines over any five consecutive working days of seven hours of more due to equipment malfunction. Upon notification by the Engineer of equipment in unsatisfactory operating condition, the Contractor shall repair and place such unsatisfactory equipment in satisfactory condition or replace with equipment meeting the requirements of this specification. Equipment used to place markings other than solid or broken lines shall have production capabilities satisfactory to the Engineer.

The material container must be so equipped and arranged as to satisfy the requirement of the National Fire Underwriters and the Texas Railroad Commission. The Contractor shall supply the Engineer with a thermometer for the project, capable of measuring the temperature of the pavement marking material to be applied.

Beads applied to the surface of the material shall be applied by an automatic bead dispenser attached to the pavement marking equipment in such a manner that the beads are dispensed uniformly and almost instantly upon surface. The beads shall be applied at a uniform minimum rate of 10 pounds of glass spheres every 100 square feet of line. The bead dispenser shall be equipped with an automatic cut-off control, synchronized with the cut-off of the pavement marking equipment.

**VI.** Construction Methods: The Contractor shall use a crew experienced in the work of installing pavement markings and shall supply all the equipment and materials necessary for the placement of the pavement markings. All traffic control and work zone set-ups shall be in conformance with the Texas Manual on Uniform Traffic Control Devices (current edition).

The pavement marking material shall be applied within the material temperature limits recommended by the manufacturer.

The pavement markings shall be placed in proper alignment with guidelines established on the roadway. Deviation from the alignment established shall not exceed two inches and, in addition, the deviation in alignment of the marking being placed shall not exceed one inch per 200 feet of roadway nor shall any deviation be abrupt.

The thermoplastic material shall not deteriorate by contact with sodium chloride, calcium chloride, or other chemicals used to prevent roadway ice or because of the oil content of pavement materials or from oil droppings or other effects of traffic.

The material shall be applied to the pavement by spray method to 90 mil thickness.

When deemed necessary the Engineer to achieve specified alignment, the Contractor, at his expense, shall place any additional markings required to achieve alignment specified throughout both straight and horizontally curved sections of roadway. All additional markings placed on the roadway for alignment purposes shall be temporary in nature and shall not establish a permanent marking on the roadway. Materials used for alignment markings and equipment used to place such markings shall be approved by the Engineer.

The pavement upon which the pavement markings are to be placed shall be cleaned and prepared, to the satisfaction of the Engineer, prior to placement of markings.

The bid price for parking lot striping shall include the removal of all existing pavement markings, surface prep and cleaning, layout, and placement of the new markings, if deemed necessary by the Engineer.

Cleaning shall be by any effective method, approved by the Engineer, which completely and effectively removes contaminants, loose materials and conditions deleterious to proper adhesion. When blast cleaning is required, it shall be shown in the plans and shall be done in accordance with the Item "Blast Cleaning".

Asphalt surfaces more than 3 years old or Portland cement concrete surfaces shall be further prepared after cleaning by completely sealing with an acrylic, epoxy or Type II marking. When epoxy sealer is used, the thermoplastic marking shall be applied before the sealer is completely cured.

Longitudinal lines shall be offset at least two inches from construction joints of Portland cement concrete pavements and joints or shoulder breaks of bituminous concrete pavements.

The material shall be installed in increments of 4, 6, 8, 12, or 24-inch widths or otherwise shaped as shown in the plans. Deviations from the specified width shall not exceed 1/8 inch except when due to undulations in the pavement surface, in which case the deviation in width shall not exceed 1/4 inch.

The material shall not prohibit adhesion of other thermoplastic markings if, at some future time, new markings are placed over existing material. New material shall bond itself to the old line in such a manner that no splitting or separation takes place.

The application of hot-applied pavement markings shall be done only on a clean, dry pavement having a road surface temperature above 50°F and an air temperature of 55°F. The application of hot-applied pavement markings shall not be performed for a minimum of 24 hours after the road surface has become wet due to rainfall or any other means.

When pavement marking application is by spray and operations cease for five minutes or more, the spray head must be flushed by spraying pavement marking material into a pan or similar container until the pavement marking material being sprayed out the nozzle is at the proper temperature for application.

Unless otherwise directed by the Engineer, pavement marking materials shall not be placed on roadways between November 1 and March 1, subject to temperature and moisture limitations specified elsewhere herein.

The thickness of the markings shall be uniform throughout their lengths and widths. Unless otherwise specified in the plans, the minimum thickness of the markings applied by extrusion, as measured above the plane formed by the pavement surface, shall not be less than 125 mils in the center of the marking and 90 mils at a distance of one-half inch from the edge. Maximum thickness shall be 125 mils. The Contractor shall supply a device, suitable to the Engineer, to measure thickness of the applied extruded markings.

**VII.** Finished Product Requirements: Finished thermoplastic pavement marking materials shall meet the following requirements:

**A.** Physical Characteristics: The finished thermoplastic pavement marking material shall be a free-flowing granular material, unless otherwise specified. The material shall remain in the free-flowing state in storage for a minimum of six months when stored at temperatures of 100°F or less. The material shall be readily sprayed through nozzles commonly used on thermoplastic spray equipment at temperatures between 400°F to 425°F.

**B.** Toxicity: At temperatures up to and including 446°F, materials shall not give off fumes which are toxic or otherwise injurious to persons, animals, or property.

**C.** Material Stability: The material shall not break down or deteriorate when held at 400°F for 4 hours.

**D.** Temperature vs. Viscosity Characteristics: The temperature versus viscosity characteristics of the material in the plastic state shall remain constant throughout up to four reheatings to 401°F and from batch to batch.

**E.** Chemical Resistance: The material shall not be adversely altered by contact with sodium chloride, calcium chloride, or other similar chemicals on or used on the roadway surface; by contact with the oil content of pavement materials; or by contact from oil droppings from traffic.

**F.** Softening Point: The materials shall not soften at 194°F when tested by the Ball and Ring Method, ASTM Method E28.

**G.** Color: The CIE chromaticity coordinates of the material, when determined in accordance with Tex-839-B, shall fall within an area having the following corner points.

| | Point 1 | | Point 2 | | Point 3 | | Point 4 | | Luminous |
|---|---|---|---|---|---|---|---|---|---|
| Color | x | y | x | y | x | y | X | y | Y |
| White | 0.290 | 0.315 | 0.310 | 0.295 | 0.350 | 0.340 | 0.330 | 0.360 | Min.65 |
| Yellow | 0.470 | 0.455 | 0.510 | 0.489 | 0.490 | 0.432 | 0.537 | 0.462 | 45-60 |

The white and yellow material shall meet the above specified color requirements, for each color respectively, before and after 70 hours of exposure in a Weather-O-Meter. Weather-O-Meter exposure shall be in accordance with ASTG G 155 using Exposure Cycle 1 with a quartz inner filter glass and Type "S" Borosilicate outer filter glass.

**H.** Abrasion: Thermoplastic pavement marking material shall be tested for abrasion in accordance with Test Method Tex-851-B according to Steps 1 through 8 of the procedure using the following test parameter.

1. Test Distance – 5 in.

2. Blast Pressure – 40psi

3. Sample Angle -10 degree

4. Blast Media – 1200 g.

**I.** Uniformity: Material shall be manufactured such that, when sampled in accordance with CST / M & P's testing procedures, any 100-gram sample will be representative of the batch or lot of material.

**VIII.** Formula:

| **A.** Thermoplastic Marking, White | % by Weight |
|---|---|
| Binder | 18-23 |
| Titanium Dioxide | 12-15 |
| Calcium Carbonate | 20-42 |
| Glass Traffic Beads | 30-45 |
| Total | 100 |

| **B.** Thermoplastic Marking, Yellow | % by Weight |
|---|---|
| Binder | 18-23 |
| Medium Chrome Yellow | 5-10 |
| Calcium Carbonate | 20-42 |
| Glass Traffic Beads | 30-45 |
| Total | 100 |

**IX.** Sealer: Sealers for use on Portland cement concrete surfaces prior to application of the thermoplastic shall be either an acrylic, epoxy sealer or Type I marking.

**X.** Performance: Pavement markings shall meet all requirements of this specification for a minimum of three years after installation. Pavement markings that fail to meet all requirements of this specification shall be removed and replaced at the expense of the Contractor. The Contractor shall replace all pavement markings failing the requirements of this specification within 30 working days following notification by the Engineer of such failing. All replacement pavement markings shall also meet all requirements of this specification for a minimum of three years after installation.

**XI.** Measurement: Measurement of the solid and / or broken line markings will be made, for each color, by the linear foot of the various widths complete in place. Measurement of the arrows, legends and railroad crossing markings will be made by each unit complete in place.

**XII.** Payment: The work performed and materials furnished as prescribed by this item, measured as provided under "Measurement", shall be paid for at the unit price bid for "Thermoplastic Pavement Markings", for each color, per linear foot of the various widths of solid and / or broken line per each unit of the arrows, legends and railroad crossings complete in place. This price shall be full compensation for cleaning the pavement by any suitable means other than blast cleaning, for furnishing and placing all materials, and for all labor, tools, equipment and incidentals necessary to complete the work.

Warranty (contract applications only) - The thermoplastic pavement marking material furnished and installed by contract under this specification shall be guaranteed by the contractor against failure because of poor adhesion resulting from defective materials or methods of application. Warranties may vary depending upon the applied line thickness, the positioning of the line, the traffic density, the use of studded snow tires, and the frequency of snowplow operations.

The following warranties are typical for application thickness of 125 mils for crosswalks and stop lines and 90 mils for landlines, centerlines, and edge lines by extruded method or by spray method. Warranties for thinner lines in these applications or for higher traffic volumes may be reduced commensurately.

For non-defective pavement surfaces carrying volumes fewer than 50,000 vehicles per day, the contractor shall guarantee to replace or renew without cost to the City that part of the pavement markings installed that have not remained to perform service as follows:

**a.** Crosswalks and stop lines and legends - 75 percent of the total of any one intersection for one year. Retro-reflectivity levels less than 250 millicandelas during a three-year period after installation.

**b.** Lane lines, edge lines, and centerlines - 90 percent of a unit for one year, 80 percent of a unit for two years, and 60 percent of a unit for three years. (A "unit" is defined as any length of highway having installed thereon 2,000 lineal feet (610 m) of line of specified width in any combination or patter. Retro-reflectivity level of less than 250 millicandelas at any time during a three-year period after installation.

All minimum retro reflectivity values for pavement markings are set forth in ASTM D6359-98. The minimum retro reflective pavement marking values are set at 250 mcd/m2/lux. For white and 175 mcd/m2/lux for yellow. These minimum values shall be attained for three (3) years from the installation date of the markings.

# ATTACHMENT B
# ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

**I.** Description: This specification shall govern for the elimination of existing pavement markings of the various types and sizes and raised pavement markers as shown on the plans or as directed by the Engineer.

**II.** Materials: All surface treatment material application rates shall be as directed by the Engineer. Unless otherwise shown on the plans, surface treatment materials shall conform to the requirements of "Asphalts, Oils and Emulsions," and "Aggregates for Surface Treatments" as specified in TxDOT Pavement Marking Specification. Testing of surface treatment materials may be waived by the Engineer. Asphalt and aggregate types and grades shall be as shown on the plans or approved by the Engineer.

**III.** Construction Methods: Elimination of existing pavement markings and markers shall be accomplished by one (1) or more of the following methods as approved by the Engineer.

**1.** Markings on Asphaltic Surfaces:

A. Placement of a surface treatment a minimum of two feet (2') wide to cover the existing marking.

B. Placement of a surface treatment, thin overlay or micro-surfacing a minimum of one (1) lane in width in areas where directional changes of traffic are involved, or other areas as directed by the Engineer.

Construction methods for surface treatment shall conform to "Surface Treatments" as specified in TxDOT Pavement Marking Specifications.

**2.** Markings on Concrete Surfaces:

A. Removal by an approved burning method

**3.** Markings on Asphaltic or Concrete Surfaces:

A. Removal by water, water-sand blasting techniques or by any other method(s) proven satisfactory to the Engineer.

**4.** Markers or Asphaltic or Concrete Surfaces:

A. Removal by any mechanical method to remove marker and adhesive

Existing pavement markings and markers on both concrete and asphaltic surfaces shall be removed in such a manner that color and/or texture contrast of the pavement surface will be minimal.

Removal of pavement markings on concrete surfaces by blast cleaning shall be in accordance with Grand Prairie's "Pavement Surface Preparation for Markings" specification. Blast cleaning shall be performed in such a manner that damage to the concrete surface is minimal.

When thermoplastic pavement markings or prefabricated pavement markings are encountered, the application of heat may be used to remove the bulk of the marking material prior to blast cleaning. When heat is used, care shall be taken to prevent spalling of concrete surfaces.

A burner may be used for complete removal of pavement markings. Broom removal or light blast cleaning may be used for removal of minor residue.

Damage, such as spalling, shelling, etc. greater than ¼ inch in depth, caused to asphaltic surfaces resulting from the removal of pavement markers shall be repaired by the application of a two (2) foot wide surface treatment for longitudinal markers with no directional change or a minimum of one (1) lane width surface treatment in areas where directional changes of traffic are involved.

Grinding is not an acceptable method of marker or marking removal. However, equipment utilizing special milling flails is considered acceptable in the removal of markings and markers on asphaltic and concrete surfaces.

ATTACHMENT C
PAVEMENT SURFACE PREPARATION FOR MARKINGS

**I.** Description: This specification shall govern for the surface preparation of pavement surface areas prior to placement of pavement markings or raised pavement markers.

**II.** Materials: Abrasive blasting medium, when used, shall be a quality commercial product capable of producing the specified surface cleanliness without the deposition of deleterious materials on the cleaned surface. Water used in blasting operations shall be potable.

**III.** Equipment: Equipment shall be in good condition. Air compression equipment shall utilize moisture and oil traps, in working order, of sufficient capacity to remove any contaminants from blasting air and prevent the deposition of moisture, oil or other contaminants on the roadway surface. Grinding equipment must utilize special milling flails.

**IV.** Construction Methods: Widths, lengths and shapes of the prepared surfaces shall only be of sufficient size to include the full area of pavement markings or raised pavement markers as shown on the plans.

Surface preparation of Portland cement concrete surfaces shall be sufficient to remove contaminants. Damage to the roadway surface shall be held to a minimum. Asphaltic pavement surfaces shall be cleaned by brushing, washing, compressed air, high pressure water or any combination thereof to remove all forms of contamination and loose materials. All surfaces shall be cleaned sufficiently to remove loose and flaking materials from the roadway surface.

When existing markings are encountered, they shall be cleaned sufficiently to remove all loose and flaking materials. Small spots of old markings or contaminants of up to 0.5 square inch in area may remain if the contaminant is not removed by the following test:

> Firmly press a 10-inch-long, two-inch wide strip of monofilament tape onto the surface to be tested, leaving approximately two inches (2") free. Grasp the free end and remove the tape with a sharp pull.

Blasting pressure and technique shall be controlled to prevent damage to the pavement surface. Grinding is not an acceptable method of marker or marking removal. However, equipment utilizing special milling flails is considered acceptable in the removal of markings and markers on Portland cement concrete and asphaltic surfaces.

ATTACHMENT D
RAISED PAVEMENT MARKERS

**I.** Description: This specification shall govern for the materials, composition, quality, sampling, and testing of raised pavement markers of the various classes and types shown on the plans.

**II.** Materials: Raised pavement markers shall comply with the requirements of TxDOT Departmental Materials Specifications as follows:

Pavement Markers (Reflectorized) DMS-4200

A. Raised Pavement Markers (Pavement Markers, Reflectorized). Raised pavement markers shall include Types: I-A, I-C, I-R, II-A-A and II-C-R.

Descriptions:

Type I-A. Type I-A shall contain one face that reflects amber light. The body, other than the reflective face, shall be yellow.

Type I-C. Type I-C shall contain one face that reflects white light. The body, other than the reflective fact, shall be white, silver white.

Type I-R. Type I-R shall contain one face that reflects red light. The body, other than the reflective face, shall be white or silver white.

Type II-A-A. Type II-A-A shall contain two (2) reflective faces oriented 180° to each other, each of which shall reflect amber light. The body, other than the reflective faces, shall be yellow.

Type II-C-R. Type II-C-R shall contain two (2) reflective faces oriented 180° to each other, one of which shall reflect white light and one of which shall reflect red light. The body, other than the reflective faces, shall be white or silver white. Optionally, the body may be one-half white, silver-white on the side that reflects white light and one-half red on the side that reflects red light.

**III.** Appearance Requirements: The outer surface of the RPM's shall be smooth except for the molding or stamping of the manufacturer's unique imprint. All corners and edges exposed to traffic shall be rounded.

**IV.** Optical Requirements: The RPM's shall be capable of providing amber, red or white light reflection as required by the requisition or plans.

The reflected light of each reflective face must conform to the minimum reflective specific intensity (SI) requirements measured in candelas per foot-candle (cd/fc) as follows:

| Minimum SI per Reflective Face at 0.2° Observation Angle (cd/fc) | | | |
|---|---|---|---|
| Horizontal Entrance Angle | Crystal | Amber | Red |
| 4° | 3.00 | 2.00 | 0.75 |
| 20° | 1.50 | 1.00 | 0.30 |

**V.** Physical Requirements: The RPM's shall comply with TxDOT "Tex-434-A, Breaking Strength of Traffic Buttons".

**VI.** Heat Resistance: The RPM's shall comply with TxDOT "Tex-846-B, Testing the Heat Resistance of Reflector Units".

**VII.** Sampling: Sampling will be in accordance with TxDOT Test Method Tex 729-I

**VIII.** Construction Methods: Each class of raised pavement marker shall be from the same manufacturer.

Surfaces to which markers are to be installed by an adhesive shall be prepared by any method approved by the Engineer to ensure that the surface is free of dirt, curing compound, grease, oil, moisture, loose or unsound pavement markings and any other material which would adversely affect the adhesive bond. Unless otherwise shown on the plans, surface preparation for installation of raised pavement markers will not be paid for directly, but shall be considered subsidiary to this item

Guides to mark the lateral placement of pavement markers shall be established as shown on the plans or as directed by the Engineer. The Contractor shall establish the pavement marker guides and the Engineer will verify the location of the guides.

The pavement markers shall be placed in proper alignment with guidelines established on the roadway. The deviation rate in alignment shall not exceed one inch (1") per 200 feet of roadway. The maximum deviation shall not exceed two inches (2") nor shall any deviation be abrupt.

Markers placed that are not in alignment or sequence, as shown on the plans or as stated in this specification, shall be removed by the Contractor at the Contractor's expense. Removal shall be in accordance with Grand Prairie's "Eliminating Existing Pavement Markings and Markers" Specification except for measurement and payments. Guides placed on the roadway for alignment purposes shall not establish a permanent marking on the roadway.

Unless otherwise shown on the plans, the Contractor shall use the following adhesive materials for placement of markers.

Epoxy adhesive for Raised Pavement Markers on Portland cement concrete pavements.

Bituminous adhesive for Raised Pavement Markers on asphalt surfaces.

Adhesive shall be applied in sufficient quantity to ensure the following:

100 percent of the bonding area of raised pavement markers shall be in contact with the adhesive.

Unless otherwise required by this item, adhesives shall be applied in accordance with the manufacturer's recommendations.

Bituminous adhesive shall conform to the requirements of the TxDOT Materials Specification DMS-6130. Epoxy adhesive shall conform to the requirements of the TxDOT Materials Specification DMS-6100 Type II Traffic Marker Adhesives.

When bituminous adhesive is used, the pavement and raised pavement marker temperature shall be at least 40° F. The bituminous adhesive shall not be heated above 400°F. The bituminous adhesive shall be agitated intermittently to ensure even heat distribution.

Epoxy adhesive shall be machine mixed.

Raised pavement markers shall be free of rust, scale, dirt, oil, grease, moisture or contaminants which might adversely affect the adhesive bond.

Raised pavement markers shall be placed immediately after the adhesive is applied and shall be firmly bonded to the pavement. Adhesive or any other material that impairs functional reflectivity will not be acceptable.

# SOLICITATION STANDARD TERMS AND CONDITIONS

1. **INSTRUCTIONS:** These standard terms apply to all solicitations.
2. **BEST INTEREST:** The City reserves the right to reject any or all responses and to waive formalities. The City also reserve the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the City.
3. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in this document.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made based on this statement.
5. **F.O.B.:** All shipping shall be F.O.B. Destination.
6. **COOPERATIVE/INTERLOCAL PURCHASING:** If the vendor checked yes on the submittal affirmation form to allow for Interlocal Purchasing the following will apply: Government Entities utilizing Inter-Governmental Contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under this contract (s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Grand Prairie will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Grand Prairie will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their goods and services as needed.
7. **SPLIT AWARD:** The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.
8. **WITHDRAWAL OF RESPONSE TO SOLICITATION:** A response may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date designated for the receipt without approval by the City.
9. **ERROR-QUANTITY:** Submittals must be made on units of quantity specified, extend, and show total(s). In the event of discrepancies in extension, the unit price shall govern.
10. **LATE SUBMITTALS:** Submittals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Grand Prairie is not responsible for lateness from any carrier for any reason.
11. **TAXES:** The City of Grand Prairie is exempt from Federal Manufacture's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN PRICING. Tax exemption certificates will be executed by the City and furnished upon request.
12. **ADDENDA:** Any interpretations, corrections or changes to these specifications will be made by addenda. Sole issuing authority of the addenda shall be vested in the City of Grand Prairie Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this solicitation. It is the responsibility of proposers to ensure they have received and understand any issued addenda.
13. **PROTEST:** Protests shall be submitted in writing and filed with the Purchasing Division no less than three business days prior to the City Council meeting at which the award appears on the agenda. A written response will be prepared by the Purchasing Manager in consultation with the end user department and City Attorney in accordance with the City Purchasing Manual. If the protesting vendor does not agree with the staff recommendation, they may appeal to the City Council. Protesting vendors must contact the City Secretary in order to be acknowledged and heard by City Council at the first available Council meeting.
14. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document.
15. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
16. **FUNDING:** The City of Grand Prairie is a home-rule municipal corporation operated and funded on an annual basis for Oct. 1 to Sept. 30. The City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
17. **ASSIGNMENT:** Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the City.
18. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas.
19. **RIGHT OF REVIEW:** Vendor covenants and agrees that the City, upon reasonable notice to vendor, may review any of the work performed by vendor under this Contract.
20. **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.
21. **STANDARD WARRANTY:** Standard manufacturer's warranty shall be provided and submitted to the City of Grand Prairie upon request.
22. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
23. **ORDERS AND INVOICING:** A Purchase Order Number is required for all purchases. All invoices must identify the purchase order number, include the bid unit pricing by item, identify the ordering department/user, and include contact phone and email.

24. **CONFLICT OF INTEREST:** The successful vendor hereby covenants and agrees that during the Contract period that vendor and any of vendor's associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by vendor pursuant to this Contract will be conducted by employees or associates of vendor. Vendor further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the City from having any financial interest, either direct or indirect, in any business transaction with the City. Any violation of this paragraph which occurred with the actual or constructive knowledge of vendor will render this contract voidable by the City.

    a. **FORM CIQ** – is required when a conflict exists in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. This form may be obtained from the Texas Ethic Commission's website.

25. **CONFIDENTIAL WORK:** Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by vendor under this contract shall be kept confidential and may not be made available to any individual or organization by vendor without the prior written approval of the City except as may be required by law.

26. **WARRANTY, HOLD HARMLESS, AND INDEMNITY:** Vendor warrants that the commodities it delivers to the City shall be delivered in a good and workmanlike manner, and that any items delivered to the City under this contract will be fit for the particular purpose for which it was furnished. Vendor shall defend, indemnify, and hold the City whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of vendor's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of vendor or any representative, agent, employee, or servant of the City. If an item is covered by a manufacturer's warranty, it is the responsibility of the vendor to obtain the information for City and to get the manufacturer to honor the warranty.

27. **PROPRIETARY INFORMATION:** Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as confidential by the City of Grand Prairie to the extent permitted under the Open Records Act.

28. **WAIVER OF ATTORNEYS FEES:** Vendor and City expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

29. **CHANGE ORDERS:** No Oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Grand Prairie.

30. **TERMINATION:** The City may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate the right for vendor to accept further orders under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to vendor with the understanding that no further orders may be accepted after the date specified in such notice. The City shall equitably compensate vendor, in accordance with the terms of this Contract for the commodities properly ordered prior to the date specified in such notice following inspection and acceptance of same by the City. Vendor shall not, however, be entitled to lost or anticipated profits should the City choose to exercise its option to terminate.

31. **TERMINATION FOR DEFAULT:** The CITY reserves the right to enforce the performance of this purchase order in any manner prescribed by law or deemed to be in the best interest of the CITY in the event of breach or default. The CITY reserves the right to terminate the purchase order immediately in the event the VENDOR fails to: (1) meet delivery schedules, or (2) otherwise perform in accordance with this contract and incorporated documents. Breach of contract or default authorizes the CITY to award to another VENDOR, purchase elsewhere and charge the full increase in cost and handling to the defaulting VENDOR.

32. **PERFORMANCE OF WORK:** Vendor or vendor's associates and employees shall perform all the work called for in this Contract. Vendor hereby covenants and agrees that all of vendor's associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

33. **OWNERSHIP OF DOCUMENTS:** VENDOR acknowledges that City owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. Vendor acknowledges that City shall have copyright privileges to those notes, reports, documents, processes and information. Vendor shall provide City a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at City expense upon written request.

34. **PRICE REDETERMINATION:** Price redetermination shall only be considered by the City forty-five (45) days prior to the anniversary date of the initial contract award and subsequent renewals. Price redetermination requests must be substantiated in writing. The City of Grand Prairie reserves the right to reject the request when it is deemed to be in the best interest of the City.

35. **DRUG FREE WORKPLACE:** VENDOR hereby covenants and agrees that during the contract period that VENDOR and any of VENDOR's associates and employees shall follow the CITY'S drug free workplace policy.

36. **INSPECTION:** All goods and services will be subject to inspection and testing by CITY prior to acceptance. Goods rejected and goods supplied in excess of quantities ordered may be returned to the VENDOR at its expense. If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this purchase order, including any applicable drawings and specifications, then CITY, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at VENDOR's expense, require VENDOR to inspect the goods and remove nonconforming goods and/or require VENDOR to replace nonconforming goods or services with conforming goods or services.

37. **PACKAGING:** All goods must be packaged in the manner as specified by CITY and shipped in the manner and by the route and carrier designated by CITY. If CITY does not specify the way the goods must be packaged, VENDOR shall package the goods to avoid any damage in transit. If CITY does not specify the manner of shipment, route or carrier, VENDOR shall ship the goods at the lowest possible transportation rates, consistent with VENDOR's obligation to meet the delivery schedule set forth in this Order.

38. **AUDIT:** the CITY reserves the right to audit the records and performance of contractor during the contract and for three years thereafter.

39. **INSURANCE:** Prior to the commencement of work under this Contract, vendor shall obtain and shall continue to maintain in full force and effect during the term of this Contract any insurance required by Law and any additional insurance that may be required pursuant to the specification. Performance under the contract will not start until this obligation has been met. Carrier must be authorized to do business in Texas rated "A" or better in the current Best Key Rating Guide. All policies shall be of the "occurrence type" and the city of Grand Prairie shall be listed as an additional insured (to the extent Contractor/City are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the city of Grand Prairie "shall be included" on all types of coverages.

    TYPE AMOUNT
    a. Workers' Compensation Statutory
    b. Employer's Liability $1,000,000
    c. Comprehensive General Liability $1,000,000 (Combined Single Limit)
    d. Premises Operations
    e. Products Operations Hazard
    f. Contractual Insurance
    Comprehensive Automobile Liability $1,000,000 (Combined Single Limit)

40. **HB 1295 FORM:** At time of contract execution vendor must provide a signed HB 1295 Form received directly from the State of Texas. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

41. **CONTRACT EXECUTION AND START DATE:** The awarded vendor will have ten calendar days after receiving the notice of award to return the executed contract, certificate of insurance, HB 1295 form, and vendor setup packet (when applicable). The CITY reserves the right to terminate the contract immediately, place the VENDOR on the City's debarred vendor list, and award to another VENDOR in the event the VENDOR fails to return the required documents by the indicated time. After documentation is received by the City a notice to proceed or purchase order will be issued. The vendor will have up to five calendar days to begin performance under this contract, unless otherwise agreed in writing between the CITY and VENDOR.

42. **STORMWATER REQUIREMENTS:** The Contractor shall implement Best Management Practices (BMPs) and good housekeeping measures to prevent stormwater pollution in accordance with the current City of Grand Prairie Stormwater Discharges Ordinance (Article XXIII, Section 13).

43. **LOCAL PREFERENCE:** Section 271.9051 of the Texas Local Government Code authorizes a municipality, when considering competitive sealed bids when the bid evaluation is setup to award to the lowest responsible bidder, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. ***Application for Local Bidder Preference must be submitted with bid to be considered by the City of Grand Prairie.*** If your principal place of business is within the Grand Prairie city limits and you want to apply for local preference consideration, then you must provide a tax certificate for the most current year marked PAID, included with your Application for Local Bidder Preference.

# SUBMITTAL FORMS

**SUBMITTAL CHECK LIST – Company Name** Stripe-A-Zone, Inc.

Interested parties MUST submit responses online through www.publicpurchase.com. Response **must** include all the following items listed below for consideration. Please contact vendorsupport@publicpurchase.com for any issues in responding. The submission should be in the order stated below.

| | DOCUMENT | ATTACHED |
|---|---|---|
| 1 | Submittal Check List | ☑ |
| 2 | Bid Pricing | ☑ |
| 3 | Questionnaire & References | ☑ |
| 4 | Submittal Affirmation | ☑ |
| 5 | HUB Questionnaire and House Bill 89 Verification | ☑ |

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

**Authorized Signature**

Vice President of Finance

**Title**

John Johnson

**Print/Type Name**

06/21/2021

**Date**

**Exhibit A**

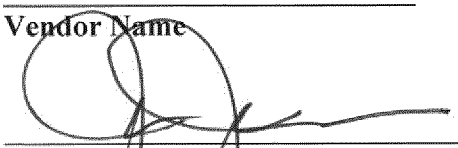
## BID PRICING

**PLEASE SUBMIT PRICING ON THE ATTACHED EXCEL SHEET.**

By my signature I affirm all items as listed on the attached bid sheet have been completed and submitted as part of my firm's proposal.

Stripe-A-Zone, Inc.

**Vendor Name**



**Authorized Signature**

Vice President of Finance

**Title**

John Johnson

**Print/Type Name**

06/21/2021

**Date**

**Pavement Marking Services**

**BID SHEET ~ RFB #21116**

**All prices shall include any and all delivery fees, including but not limited to freight, fuel surcharge, and environmental fees**

**Exhibit A**

| | |
|---|---|
| **Vendor:** | Stripe-A-Zone, LLC |
| **Contact:** | John Johnson |
| **Email:** | jjohnson@stripe-a-zone.com |
| **Phone:** | 972-647-2714 |
| **City/State:** | Grand Prairie, TX |

| | DESCRIPTION | QTY | UOM | UNIT PRICE | EXTENDED |
|---|---|---|---|---|---|
| 1 | Reflective Pavement Marking TY I W BRK 4" | 30000 | LF | $ 0.55 | $ 16,500.00 |
| 2 | Reflective Pavement Marking TY I W BRK 6" | 30000 | LF | $ 0.69 | $ 20,700.00 |
| 3 | Reflective Pavement Marking TY I W BRK 8" | 15000 | LF | $ 0.71 | $ 10,650.00 |
| 4 | Reflective Pavement Marking TY I W BRK 12" | 15000 | LF | $ 1.11 | $ 16,650.00 |
| 5 | Reflective Pavement Marking TY I W SLD 4" | 30000 | LF | $ 0.55 | $ 16,500.00 |
| 6 | Reflective Pavement Marking TY I W SLD 6" | 30000 | LF | $ 0.69 | $ 20,700.00 |
| 7 | Reflective Pavement Marking TY I W SLD 8" | 15000 | LF | $ 1.00 | $ 15,000.00 |
| 8 | Reflective Pavement Marking TY I W SLD 12" | 7500 | LF | $ 5.00 | $ 37,500.00 |
| 9 | Reflective Pavement Marking TY I W SLD 24" | 7500 | LF | $ 6.00 | $ 45,000.00 |
| 10 | Reflective Pavement Marking TY I W SLD ARROW | 108 | EA | $ 110.00 | $ 11,880.00 |
| 11 | Reflective Pavement Marking TY I W SLD DBL ARROW | 30 | EA | $ 110.00 | $ 3,300.00 |
| 12 | Reflective Pavement Marking TY I W SLD WORD | 30 | EA | $ 110.00 | $ 3,300.00 |
| 13 | Reflective Pavement Marking TY I W SLD RR XING | 30 | EA | $ 310.00 | $ 9,300.00 |
| 14 | Reflective Pavement Marking TY I Y SLD 4" | 60000 | LF | $ 0.55 | $ 33,000.00 |
| 15 | Reflective Pavement Marking TY II W BRK 4" | 30000 | LF | $ 0.25 | $ 7,500.00 |
| 16 | Reflective Pavement Marking TY II W BRK 6" | 30000 | LF | $ 0.29 | $ 8,700.00 |
| 17 | Reflective Pavement Marking TY II W BRK 8" | 15000 | LF | $ 0.29 | $ 4,350.00 |
| 18 | Reflective Pavement Marking TY II W SLD 4" | 15000 | LF | $ 0.25 | $ 3,750.00 |
| 19 | Reflective Pavement Marking TY II W SLD 6" | 15000 | LF | $ 0.29 | $ 4,350.00 |
| 20 | Reflective Pavement Marking TY I W SLD 8" | 15000 | LF | $ 1.00 | $ 15,000.00 |
| 21 | Reflective Pavement Marking TY II W SLD 12" | 7500 | LF | $ 0.72 | $ 5,400.00 |
| 22 | Reflective Pavement Marking TY II W SLD 24" | 7500 | LF | $ 1.01 | $ 7,575.00 |
| 23 | Reflective Pavement Marking TY II W SLD ARROW | 108 | EA | $ 36.00 | $ 3,888.00 |
| 24 | Reflective Pavement Marking TY II W SLD DBL ARROW | 30 | EA | $ 36.00 | $ 1,080.00 |
| 25 | Reflective Pavement Marking TY II W SLD WORD | 30 | EA | $ 36.00 | $ 1,080.00 |
| 26 | Reflective Pavement Marking TY II W SLD RR XING | 30 | EA | $ 36.00 | $ 1,080.00 |
| 27 | Reflective Pavement Marking TY II Y SLD 4" | 60000 | LF | $ 0.25 | $ 15,000.00 |
| 28 | Eliminate Existing Pavement Marking 4" | 30000 | LF | $ 0.49 | $ 14,700.00 |
| 29 | Eliminate Existing Pavement Marking 6" | 30000 | LF | $ 0.49 | $ 14,700.00 |
| 30 | Eliminate Existing Pavement Marking 8" | 15000 | LF | $ 0.54 | $ 8,100.00 |
| 31 | Eliminate Existing Pavement Marking 12" | 7500 | LF | $ 0.84 | $ 6,300.00 |
| 32 | Eliminate Existing Pavement Marking 24" | 7500 | LF | $ 1.70 | $ 12,750.00 |
| 33 | Eliminate Existing Pavement Marking ARROW | 108 | EA | $ 23.00 | $ 2,484.00 |
| 34 | Eliminate Existing Pavement Marking WORD | 30 | EA | $ 27.00 | $ 810.00 |
| 35 | Eliminate Existing Pavement Marking RR XING | 30 | EA | $ 40.00 | $ 1,200.00 |
| 36 | Pavement Marking Preparation 4" | 30000 | LF | $ 0.30 | $ 9,000.00 |
| 37 | Pavement Marking Preparation 6" | 30000 | LF | $ 0.30 | $ 9,000.00 |
| 38 | Pavement Marking Preparation 8" | 15000 | LF | $ 0.30 | $ 4,500.00 |
| 39 | Pavement Marking Preparation 12" | 15000 | LF | $ 0.30 | $ 4,500.00 |
| 40 | Pavement Marking Preparation 24" | 7500 | LF | $ 0.30 | $ 2,250.00 |
| 41 | Pavement Marking Preparation ARROW | 108 | EA | $ 16.00 | $ 1,728.00 |

| | | | | | |
|---|---|---|---|---|---|
| 42 | Pavement Marking Preparation DBL ARROW | 30 | EA | $ 16.00 | $ 480.00 |
| 43 | Pavement Marking Preparation WORD | 30 | EA | $ 19.00 | $ 570.00 |
| 44 | Pavement Marking Preparation RR XING | 30 | EA | $ 36.00 | $ 1,080.00 |
| 45 | Raised Pavement Marker CL B REFL TY I A | 3000 | EA | $ 2.50 | $ 7,500.00 |
| 46 | Raised Pavement Marker CL B REFL TY II A-A | 3000 | EA | $ 6.00 | $ 18,000.00 |
| 47 | Raised Pavement Marker CL B REFL TY I C | 3000 | EA | $ 2.50 | $ 7,500.00 |
| 48 | Raised Pavement Marker CL B REFL TY II C-R | 3000 | EA | $ 6.00 | $ 18,000.00 |
| 49 | Eliminate Existing Pavement Markers | 6000 | EA | $ 1.00 | $ 6,000.00 |
| | **TOTAL** | | | | $ 489,885.00 |

# QUESTIONNAIRE

*All questions should be answered clearly and completely. Marketing materials WILL NOT be accepted in lieu of this questionnaire. This questionnaire will assist the City in understanding your submittal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your submittal.*

| GENERAL CONTACT INFORMATION | | | | | |
|---|---|---|---|---|---|
| **Primary Contact:** | John Johnson | | | **Title:** | VP of Finance |
| **Vendor Name:** | Stripe-A-Zone, Inc. | | | | |
| **Vendor Address:** | 2714 Sherman St. | | | | |
| **City:** | Grand Prairie | **State:** | TX | **Zip:** | 75051 |
| **Phone:** | 972-647-2714 | | **Fax:** | 972-641-9520 | |
| **Email:** | jjohnson@stripe-a-zone.com | | | **Tax ID:** | 75-2676688 |

*Provide at Least 3 References, including contact name, agency name, title, phone number **and** email of those you have provided similar services in the past three years. This information will be used in the evaluation of your submittal.*

| REFERENCE #1 | | | |
|---|---|---|---|
| **Reference Name:** | Mika Clark | **Title:** | Signs & Markings Supervisor |
| **Reference Organization:** | Town of Flower Mound | | |
| **Project Title:** | Town of Flower Mound Street Markings | | |
| **Email:** | Mika.Clark@flower-mound.com | **Phone:** | 972-874-6416 |

| REFERENCE #2 | | | |
|---|---|---|---|
| **Reference Name:** | Tarl Plank | **Title:** | Streets Crew Leader |
| **Reference Organization:** | City of Southlake | | |
| **Project Title:** | City of Southlake Pavement Markings | | |
| **Email:** | tplank@ci.southlake.tx.us | **Phone:** | 817-478-8091 |

| REFERENCE #3 | | | |
|---|---|---|---|
| **Reference Name:** | Petite Kirkendoll | **Title:** | Streets & Drainage Superintendent |
| **Reference Organization:** | City of Colleyville | | |
| **Project Title:** | FY2021 Miscellaneous Pavement Marking Project | | |
| **Email:** | PKirkendoll@colleyville.com | **Phone:** | 817-503-1098 |

| EXPERIENCE | | | | | |
|---|---|---|---|---|---|
| How may years has your company been involved in providing these types of commodities or services? | | | | | |
| Years: | 70 | | Months: | 7 | |
| Do you have a corporate office, branch office or warehouse located in the Grand Prairie city limits? *(5 points)* | Yes | ■ | No | ☐ | |
| Address if different from above: | | | | | |
| Please list all governement entities your firm has worked with in the past three (3) years: | | | | | |
| City of Grand Prairie | | | City of Arlington | | |
| City of Colleyville | | | Town of Flower Mound | | |
| TXDOT | | | LADOT | | |
| City of Bedford | | | City of Denton | | |
| City of McKinney | | | City of Weatherford | | |
| | | | | | |

| BILLING | | | | | |
|---|---|---|---|---|---|
| What is the timeframe an invoice should be expected after services/commodities are delivered? | | | | | |
| Days | 7 | Weeks | | Months | |
| | | | | | |
| Briefly explain how your business maintains and exectues a service schedule for various locations: | | | | | |
| We have a project manager that manages all scheduling for the various crews we have available to perform the work that we are qualified to do. | | | | | |

| LEGAL INFORMATION | | | | |
|---|---|---|---|---|
| Has your firm failed to complete a contract? | Yes | ☐ | No | ■ |
| *If yes, please identify the project and date:* | | | | |
| | | | | |
| Do you have any litigation issues pending in the last three (3) years? | Yes | ☐ | No | ■ |
| *If yes, please explain:* | | | | |
| | | | | |
| Are there any judgements, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers? | Yes | ☐ | No | ■ |
| *If yes, please explain:* | | | | |
| | | | | |

# SUBMITTAL AFFIRMATION FORM

## FORM AND ADDENDA ACKNOWLEDGEMENT

This will acknowledge your submittal contains all items and receipt of the fillowing addenda which are part of the soliciation documents:

✓ All items identified in Submittal Checklist have been submitted

N/A Addendum No.

## INTERLOCAL PURCHASING

Should other Government entities decide to participate in this contract, would you , the Vendor, agree that all terms, conditions, specifications and pricing would apply:

Yes ■ No ☐

## OTHER CONDITIONS

The undersigned agrees to the following:

**A. Agrees that the submittal is complete and all required information/forms were submitted.**

B. Agrees that the bid package was fully reviewed and fully understands the requirements.

C. Agrees to the Terms & Conditions as included in this bid packet and have noted any exceptions.

D. Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.

E. Will supply all required insurance, and execute contract within the time stated on the notice of award.

F. Affirms that the submittal was not prepared in collusion with any other firm and the contents of this submittal have not been communicated by the undersigned or any agent with any other person engaged in this type of business.

## SUBMITTAL CERTIFICATION

*By my signature I affirm that I am duly authorized to execute this proposal as an offer to contract and in compliance with this solicitation, the undersigned firm having examined the specifications, and being familiar with the conditions to be met, hereby submits a proposal for consideration of being selected as COGP 's provider for said services; and agrees to enter into negotiations if selected as a finalist for said services.*

| | |
|---|---|
| **Authorized Signature** | Vice President of Finance<br>**Title** |
| John Johnson<br>**Print/Type Name** | 06/21/2021<br>**Date** |

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONAIRE

A Historically Underutilized Business (HUB) is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

1. Is your business a certified historically underutilized business (HUB) or Disadvantaged Business Enterprise (DBE)?
   - [■] No
   - [ ] Yes; and certifying agency: _____

If you answered in the affirmative, please include a copy of my certification as an attachment to your proposal.

## HOUSE BILL 89 VERIFICATION

I hereby verify that the company named in this submittal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.01, Texas Government Code:*

*1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes; and*

*2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

By my signature I affirm the information provided in this submittal is accurate to the best of my knowledge.

| | |
|---|---|
| **Authorized Signature** | Vice President of Finance<br>**Title** |
| John Johnson<br>**Print/Type Name** | 06/21/2021<br>**Date** |

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2021-787246

**Date Filed:**
08/05/2021

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Stripe-A-Zone, Inc.
Grand Pairie, TX United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
RFB#21116-Pavement Marking Svc
Pavement Marking Services

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

**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is JOHN JOHNSON, and my date of birth is 12-5-1967.

My address is 4915 ROCKFORD COURT, ARLINGTON, TX, 76017, USA.
(street) (city) (state) (zip code) (country)

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

Executed in TARRANT County, State of TEXAS, on the 5TH day of AUGUST, 2021.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

# CERTIFICATE OF LIABILITY INSURANCE

1/1/2022

DATE (MM/DD/YYYY): 8/5/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER** LOCKTON COMPANIES<br>3657 BRIARPARK DRIVE, SUITE 700<br>HOUSTON TX 77042<br>866-260-3538 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| | **INSURER(S) AFFORDING COVERAGE** — **NAIC #** |
| | **INSURER A :** Zurich American Insurance Company — 16535 |
| **INSURED** 1482042<br>Frontline Road Safety Holdings, LLC<br>Stripe-A-Zone, Inc.<br>2714 Sherman Street<br>Grand Prairie TX 75051 | **INSURER B :** American Guarantee and Liab. Ins. Co. — 26247 |
| | **INSURER C :** |
| | **INSURER D :** |
| | **INSURER E :** |
| | **INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 17746557 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>X PD Ded: 5,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | GLO 3002387 00 | 1/1/2021 | 1/1/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 2,000,000<br>$ 300,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | BAP 3088737 00 | 1/1/2021 | 1/1/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| B | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | Y | Y | AUC 3109785 00 | 1/1/2021 | 1/1/2022 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 5,000,000<br>$ 5,000,000<br>$ XXXXXXX |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | WC 3002388 00 | 1/1/2021 | 1/1/2022 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation. All policies (except Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording.

**CERTIFICATE HOLDER**

**17746557**
City of Grand Prairie
ATTN: Anda Upchurch, Sr.
Buyer – Purchasing Division
300 Main Street
Grand Prairie TX 75050

**CANCELLATION** See Attachments

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

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All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

# Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH®

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| GLO3002387 00 | 1/1/2021 | 1/1/2022 | 1/1/2021 | | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured**: Frontline Road Safety Holdings, LLC; Stripe-A-Zone, Inc.; Apply-A-Line, LLC; Griffin Pavement Services

**Address (including ZIP Code)**: 9 Greenway Plaza, Suite 2400, Houston, TX 77046

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**1.** Your acts or omissions; or

**2.** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

**1.** Only applies to the extent permitted by law; and

**2.** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.



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**C.** The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

**1.** We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

**2.** We receive written notice of a claim or "suit" as soon as practicable; and

**3.** A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D.** For the purposes of the coverage provided by this endorsement:

**1.** The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

**a.** The additional insured is a Named Insured under such other insurance; and

**b.** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

**2.** The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E.** This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

**F.** With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.



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# Waiver Of Subrogation (Blanket) Endorsement

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| GLO 3002387 00 | 1/1/2021 | 1/1/2022 | 1/1/2021 | Lockton Companies | $ | $ |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

POLICY NUMBER: GLO 3002387 00

**COMMERCIAL GENERAL LIABILITY**
**CG 25 03 05 09**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Designated Construction Project(s):**<br><br>**A General Aggregate Limit applies to each construction project where the Named Insured is performing operations, however, a General Aggregate Limit does not apply to any construction project where the Named Insured is performing operations that are insured under a wrap up or any other consolidated or similar insurance program.** |
|---|
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

**2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

**a.** Insureds;

**b.** Claims made or "suits" brought; or

**c.** Persons or organizations making claims or bringing "suits".

**3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

**4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.


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**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

**C.** When coverage for liability arising out the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.


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# Limited Operations Coverage – Work Excluded Under A Consolidated (Wrap-Up) Insurance Program

| Policy No. | Exp. Date of Pol. | Eff. Date of End. | Agency No. | Addl. Prem. | Return Prem. |
|---|---|---|---|---|---|
| GLO 3002387 00 | 1/1/2022 | 1/1/2021 | | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** Frontline Road Safety Holdings, LLC; Stripe-A-Zone, Inc.; Apply-A-Line, LLC; Griffin Pavement Services

**Address (including ZIP Code):** 9 Greenway Plaza, Suite 2400, Houston, TX 77046

This endorsement modifies insurance provided under the:
**Commercial General Liability Coverage Part**

**SCHEDULE**

**Description and Location of Operation(s):**
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following exclusion is added to paragraph **2.**, **Exclusions** of **Coverage A – Bodily Injury and Property Damage Liability** (**Section I – Coverages**):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the **SCHEDULE** of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

1. Provides coverage identical to that provided by this Coverage Part;
2. Has limits adequate to cover all claims; or
3. Remains in effect.

**B.** The exclusion in A. above shall not apply to your ongoing operations at the location shown in the **SCHEDULE** – for your service, maintenance, correction, repair or replacement of the original work performed and insured under the consolidated wrap-up insurance program.

However, this extension of coverage does not apply to damages because of "bodily injury" or "property damage" due to any service, maintenance, correction, repair or replacement work:

1. as respects the "products-completed operations hazard"; or
2. for which coverage is afforded under the consolidated (wrap-up) insurance program.

.**C**. For the application of the coverage provided by this endorsement in paragraph **B**. above, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** paragraph **4 Other Insurance** is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis. If any other insurance responds or can respond to this loss, we shall have the right but not the duty to defend any "suit".

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that may apply and that was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

Countersigned

_____

Authorized Representative

# Notification to Others of Cancellation

ZURICH®

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| GLO 3002387 00 | 01/01/2021 | 01/01/2022 | 01/01/2021 | | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**
**Liquor Liability Coverage Part**
**Products/Completed Operations Liability Coverage Part**

**A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

**1.** To the name and address corresponding to each person or organization shown in the Schedule below; and

**2.** At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

**B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

**C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

| **SCHEDULE** | |
|---|---|
| **Name and Address of Other Person(s) / Organization(s):** | **Number of Days Notice:** |
| | |
| **To Be Determined, as required by written contract.** | **30 days** |
| | |
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All other terms and conditions of this policy remain unchanged.



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# Coverage Extension Endorsement

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| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| BAP 3088737 00 | 1/1/2021 | 1/1/2022 | 1/1/2022 | | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**
**Motor Carrier Coverage Form**

**A. Amended Who Is An Insured**

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   **a.** Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   **b.** Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   **c.** Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   **d.** Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

**B. Amendment – Supplementary Payments**

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

**(2)** Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.



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**C. Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

**D. Driver Safety Program Liability and Physical Damage Coverage**

**1.** The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**2.** The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

**a.** Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

**b.** Any:

**(1)** Overdue lease or loan payments at the time of the "loss";

**(2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

**(3)** Security deposits not returned by the lessor;

**(4)** Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

**(5)** Carry-over balances from previous leases or loans.

**F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

**Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:



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**(1)** Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

**(2)** Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

**(3)** Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

**I. Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Personal Effects Coverage**

**a.** We will pay up to $750 for "loss" to personal effects which are:

**(1)** Personal property owned by an "insured"; and

**(2)** In or on a covered "auto".

**b.** Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

**(1)** The reasonable cost to replace; or

**(2)** The actual cash value.

**c.** The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

**(1)** Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

**(2)** Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

**(3)** Paintings, statuary and other works of art.

**(4)** Contraband or property in the course of illegal transportation or trade.

**(5)** Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

**J. Tapes, Records and Discs Coverage**

**1.** The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

**2.** The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

**(a)** Are the property of an "insured"; and

**(b)** Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".



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**K. Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

**L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

**N. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

   **Temporary Substitute Autos – Physical Damage**

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   **Temporary Substitute Autos – Physical Damage**

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

**a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any



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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

**(1)** How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

**(2)** The "insured's" name and address; and

**(3)** To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**Q. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**(1)** Any covered "auto" you lease, hire, rent or borrow; and

**(2)** Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**R. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

**(1)** Fail to disclose any hazards existing at the inception date of this Coverage Form; or

**(2)** Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**S. Hired Auto – World Wide Coverage**

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

**(5)** Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.



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**U. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**V. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**X. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



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# Notification to Others of Cancellation

ZURICH®

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| BAP 3088737 00 | 01/01/2021 | 01/01/2022 | 01/01/2021 | | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial Automobile Coverage Part**

**A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

**1.** To the name and address corresponding to each person or organization shown in the Schedule below; and

**2.** At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

**B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

**C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

| **SCHEDULE** | |
|---|---|
| **Name and Address of Other Person(s) / Organization(s):** | **Number of Days Notice:** |
| | |
| **To Be Determined, as required by written contract.** | **30** |
| | |
| | |
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| | |

All other terms and conditions of this policy remain unchanged.



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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** **WC 00 03 13**
(Ed. 04-84)

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Policy No. WC 3002388 00 Endorsement No.

Insured Frontline Road Safety Holdings, LLC; Stripe-A-Zone, Inc.; Apply-A-Line, LLC; Griffin Pavement Services Premium $

Insurance Company Zurich American Insurance Company Countersigned by _____


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**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

WC 04 03 06 (Ed. 4-84)

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 1/1/2021 at 12:01 A.M. standard time, forms a part of

Policy No. WC 3002388 00 Endorsement No.

of the

Zurich American Insurace Company

issued to

Premium (if any) $

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

| **Person or Organization** | **Job Description** |
|---|---|
| **ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.** | |

## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

   Name of person or organization

   ( X ) Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:
   The premium charge for this endorsement shall be ____2%____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 1/1/2021 Policy No. WC 3002388 00 Endorsement No.
Insured Frontline Road Safety Holdings, LLC; Stripe-A-Zone, Inc.; Apply-A-Line, LLC; Griffin Pavement Services Premium

Insurance Company Countersigned by _____


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# Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No. GLO 3002387-00 | Effective Date: 01/01/2021 |

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

**1.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**a.** The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

**b.** The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

**(1)** Your ongoing operations, with respect to Paragraph **1.a.** above; or

**(2)** "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

**(a)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(b)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**2.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**a.** The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

**b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,



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in the performance of:

**(a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or

**(b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

**(i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

**(a)** Only applies to the extent permitted by law;

**(b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

**(c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

**4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

**(1)** Only applies to the extent permitted by law;

**(2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

**(3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and


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**(4)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

**1.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**2.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

**(1)** We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

**(2)** We receive written notice of a claim or "suit" as soon as practicable; and

**(3)** A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D.** Solely with respect to the coverage provided by this endorsement:

**1.** The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

**a.** The additional insured is a Named Insured under such other insurance; and

**b.** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

**2.** The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.


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**F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



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# City of Colleyville
# City Council
# Agenda Briefing

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

**Agenda Number** 4c **Agenda Date** 3/22/2022 **Number** Resolution R-22-4705
**Type** Resolution
**Department** Engineering

## Title

Approval of a Construction Services Agreement with Texas Standard Construction, Ltd., for the Waste Water Project 5: Quails Path Project, in an amount not to exceed $533,111.02 and a contingency amount not to exceed $75,000.00, and authorizing the City Manager to execute the agreement

## Strategic Plan

3.2 Ensure regular repair and replacement of water and wastewater facilities

## Explanation

***Reading and Public Hearing***

On September 21, 2021, the City Council approved the fiscal year 2022-2026 Capital Improvements Program (CIP) including Waste Water Project 5: Quails Path Project.

The Engineers Opinion of Probable Construction Cost (OPCC) for this project was $533,517.25. The project includes the installation of 10” sanitary sewer line, sanitary sewer services and sanitary sewer manholes. Roadway and miscellaneous repairs will include the removal and repair of concrete pavement (one lane along Quails Path), driveways, mailboxes, etc. These repairs will be to existing conditions or better.

The City received four electronically sealed bids, which were opened and publicly read aloud via teleconference on March 08, 2022. During the evaluation of bids, references provided by the low bidder, Texas Standard Construction, Ltd., were contacted. In general, the references provided positive feedback on the construction company and staff recommends entering into a Construction Services Agreement.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on February 13 and February 20. The notice to bidders and bid packet were posted on CivCast for free downloading and distributed to the Dodge Lead Center, BlueBook Building and Construction Network, and Construct Connect, which includes ISqFt, CMD, CDC, and Bid Clerk. Additionally, staff directly notified a list of local contractors who may be interested in the bid opportunity. The project had 47 plan holders, of which were 16 general contractors, five manufacturers, three other, six plan rooms, 11 sub-contractors, and six suppliers.

**Financial Impact**
The funding source for this project is the Capital Projects Fund and Capital Utility Fund

**Recommendation**
Approve

**Attachments**
1. Bid Tabulation
2. Texas Standard Construction Construction Services Agreement
3. Form 1295

City of Colleyville
Wastewater Project 5
Quails Path

Bid Opening 03/08/2022

| Item | Description | Unit | Quantity | Texas Standard | | GRod construction, LLC. | | Joe Funk Construction, Inc. | | FM UTILITIES LLC | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Base Bid** | | | | | | | | | | | |
| **General Items** | | | | **Unit Cost** | **Total** | **Unit Cost** | **Total** | **Unit Cost** | **Total** | **Unit Cost** | **Total** |
| 1 | Mobilization | LS | 1 | $ 38,000.00 | $ 38,000.00 | $ 46,000.00 | $ 46,000.00 | $ 39,000.00 | $ 39,000.00 | $ 29,768.80 | $ 29,768.80 |
| 2 | Right of Way Preparation | LS | 1 | $ 27,390.00 | $ 27,390.00 | $ 9,300.00 | $ 9,300.00 | $ 45,825.00 | $ 45,825.00 | $ 5,000.00 | $ 5,000.00 |
| 3 | Project Sign | EA | 1 | $ 749.00 | $ 749.00 | $ 700.00 | $ 700.00 | $ 2,600.00 | $ 2,600.00 | $ 2,000.00 | $ 2,000.00 |
| 4 | Project Communication | LS | 1 | $ 2,895.00 | $ 2,895.00 | $ 2,300.00 | $ 2,300.00 | $ 4,550.00 | $ 4,550.00 | $ 5,000.00 | $ 5,000.00 |
| 5 | Pre-Project Video Survey | LS | 1 | $ 1,950.00 | $ 1,950.00 | $ 750.00 | $ 750.00 | $ 2,600.00 | $ 2,600.00 | $ 3,000.00 | $ 3,000.00 |
| 6 | Post-Project Video Survey | LS | 1 | $ 975.00 | $ 975.00 | $ 750.00 | $ 750.00 | $ 2,600.00 | $ 2,600.00 | $ 3,000.00 | $ 3,000.00 |
| 7 | Furnish, Install, Maintain & Remove Erosion Control Devices | LS | 1 | $ 7,275.00 | $ 7,275.00 | $ 4,000.00 | $ 4,000.00 | $ 11,147.50 | $ 11,147.50 | $ 2,500.00 | $ 2,500.00 |
| 8 | Furnish, Install & Maintain Temporary Traffic Control Devices & Detours | LS | 1 | $ 8,695.00 | $ 8,695.00 | $ 8,200.00 | $ 8,200.00 | $ 22,750.00 | $ 22,750.00 | $ 6,000.00 | $ 6,000.00 |
| 9 | Prepare & Implement Storm Water Pollution Prevention Plan | LS | 1 | $ 1,950.00 | $ 1,950.00 | $ 2,200.00 | $ 2,200.00 | $ 16,250.00 | $ 16,250.00 | $ 2,500.00 | $ 2,500.00 |
| 10 | Remove and Replace Existing Masonry Mailboxes | EA | 3 | $ 1,290.00 | $ 3,870.00 | $ 1,750.00 | $ 5,250.00 | $ 3,900.00 | $ 11,700.00 | $ 400.00 | $ 1,200.00 |
| 11 | Remove and Replace Existing Pole Mailboxes | EA | 2 | $ 649.00 | $ 1,298.00 | $ 650.00 | $ 1,300.00 | $ 520.00 | $ 1,040.00 | $ 200.00 | $ 400.00 |
| 12 | Temporary Irrigation | LS | 1 | $ 1,729.00 | $ 1,729.00 | $ 4,500.00 | $ 4,500.00 | $ 24,375.00 | $ 24,375.00 | $ 8,500.00 | $ 8,500.00 |
| 13 | Remove Fence and Install Gate for Channel Maintenance | EA | 1 | $ 1,295.00 | $ 1,295.00 | $ 5,100.00 | $ 5,100.00 | $ 5,850.00 | $ 5,850.00 | $ 8,500.00 | $ 8,500.00 |
| 14 | Irrigation Repair | LS | 1 | $ 25,000.00 | $ 25,000.00 | $ 25,000.00 | $ 25,000.00 | $ 25,000.00 | $ 25,000.00 | $ 25,000.00 | $ 25,000.00 |
| 15 | Construction Contingency | LS | 1 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 |
| **Sub Total** | | | | | **$ 173,071.00** | | **$ 165,350.00** | | **$ 265,287.50** | | **$ 152,368.80** |
| **Sanitary Sewer Improvements** | | | | | | | | | | | |
| 1 | Pre-Television Existing Sanitary Sewer Lines | LF | 585 | 8.95 | $ 5,235.75 | $ 3.50 | $ 2,047.50 | $ 6.50 | $ 3,802.50 | $ 4.00 | $ 2,340.00 |
| 2 | 10" PVC SDR-26 Sanitary Sewer Pipe by Open Cut | LF | 541 | 129.75 | $ 70,194.75 | $ 131.00 | $ 70,871.00 | $ 100.50 | $ 54,370.50 | $ 189.00 | $ 102,249.00 |
| 3 | 10" PVC SDR-26 Sanitary Sewer Pipe w/16" Steel Casing by Bore | LF | 44 | 587 | $ 25,828.00 | $ 650.00 | $ 28,600.00 | $ 438.50 | $ 19,294.00 | $ 1,000.00 | $ 44,000.00 |
| 4 | 5’ Diameter Sanitary Sewer Manhole (0-6' Depth) | EA | 4 | 12900 | $ 51,600.00 | $ 9,100.00 | $ 36,400.00 | $ 8,580.00 | $ 34,320.00 | $ 9,800.00 | $ 39,200.00 |
| 5 | Additional Depth for 5’ Diameter Sanitary Sewer Manhole | VF | 19 | 946 | $ 17,974.00 | $ 500.00 | $ 9,500.00 | $ 520.00 | $ 9,880.00 | $ 700.00 | $ 13,300.00 |
| 6 | Remove Existing Sanitary Sewer Manhole | EA | 2 | 1995 | $ 3,990.00 | $ 1,900.00 | $ 3,800.00 | $ 3,250.00 | $ 6,500.00 | $ 800.00 | $ 1,600.00 |
| 7 | 4-inch SDR-26 PVC Sanitary Sewer Service | EA | 4 | 1815 | $ 7,260.00 | $ 2,000.00 | $ 8,000.00 | $ 1,917.50 | $ 7,670.00 | $ 4,500.00 | $ 18,000.00 |
| 8 | 4-inch SDR-26 PVC Sanitary Sewer Service by Bore | EA | 2 | 3426 | $ 6,852.00 | $ 2,200.00 | $ 4,400.00 | $ 3,575.00 | $ 7,150.00 | $ 4,500.00 | $ 9,000.00 |

City of Colleyville
Wastewater Project 5
Quails Path

Bid Opening 03/08/2022

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 9 | Temporary Pavement (Trench) Repair | SY | 410 | 17.2 | $ 7,052.00 | $ 21.00 | $ 8,610.00 | $ 65.00 | $ 26,650.00 | $ 35.00 | $ 14,350.00 |
| 10 | Connect to Existing Sanitary Sewer Pipe | EA | 3 | 2839 | $ 8,517.00 | $ 2,800.00 | $ 8,400.00 | $ 2,437.50 | $ 7,312.50 | $ 3,500.00 | $ 10,500.00 |
| 11 | Connect to Existing Sanitary Sewer Manhole | EA | 1 | 7685 | $ 7,685.00 | $ 2,800.00 | $ 2,800.00 | $ 3,250.00 | $ 3,250.00 | $ 3,500.00 | $ 3,500.00 |
| 12 | Trench Safety for Sanitary Sewer (Up to 22-feet) | LF | 541 | 11.25 | $ 6,086.25 | $ 5.00 | $ 2,705.00 | $ 19.50 | $ 10,549.50 | $ 10.00 | $ 5,410.00 |
| 13 | Post-Television All New Sanitary Sewer Lines | LF | 585 | 4.2 | $ 2,457.00 | $ 4.00 | $ 2,340.00 | $ 6.50 | $ 3,802.50 | $ 4.00 | $ 2,340.00 |
| 14 | Abandonment of Existing 8” Sanitary Sewer Line | EA | 586 | 19.72 | $ 11,555.92 | $ 20.00 | $ 11,720.00 | $ 13.00 | $ 7,618.00 | $ 21.00 | $ 12,306.00 |
| **Sub Total** | | | | | **$ 232,287.67** | | **$ 200,193.50** | | **$ 202,169.50** | | **$ 278,095.00** |
| **Paving and Restoration Improvements** | | | | | | | | | | | |
| 1 | Unclassified Excavation | SY | 977 | 12.65 | $ 12,359.05 | $ 15.00 | $ 14,655.00 | $ 52.00 | $ 50,804.00 | $ 48.00 | $ 46,896.00 |
| 2 | Preparation & Manipulation 10-inch Lime Treated Subgrade | SY | 977 | 2.5 | $ 2,442.50 | $ 20.00 | $ 19,540.00 | $ 55.00 | $ 53,735.00 | $ 34.00 | $ 33,218.00 |
| 3 | Furnish Hydrated Lime for Treated Subgrade (36 lbs/SY) | TN | 18 | 219 | $ 3,942.00 | $ 232.00 | $ 4,176.00 | $ 292.50 | $ 5,265.00 | $ 25.00 | $ 450.00 |
| 4 | Preparation & Manipulation 8-inch Cement Treated Subgrade | SY | 977 | 4.25 | $ 4,152.25 | $ 20.00 | $ 19,540.00 | $ 47.31 | $ 46,221.87 | $ 45.00 | $ 43,965.00 |
| 5 | Furnish Type I Portland Cement (30 lbs/SY) | TN | 15 | 238 | $ 3,570.00 | $ 268.00 | $ 4,020.00 | $ 305.50 | $ 4,582.50 | $ 40.00 | $ 600.00 |
| 6 | 7" Reinforced Concrete Street Pavement w/Monolithic Curb | SY | 977 | 86.15 | $ 84,168.55 | $ 87.00 | $ 84,999.00 | $ 92.31 | $ 90,186.87 | $ 148.00 | $ 144,596.00 |
| 7 | Restore Disturbed Areas | SY | 120 | 19.2 | $ 2,304.00 | $ 35.00 | $ 4,200.00 | $ 78.00 | $ 9,360.00 | $ 300.00 | $ 36,000.00 |
| 8 | Reconstruction of Concrete Driveways | SY | 60 | 207 | $ 12,420.00 | $ 200.00 | $ 12,000.00 | $ 117.00 | $ 7,020.00 | $ 500.00 | $ 30,000.00 |
| 9 | Remove, Replace, Repair and Install Chain Link Fence and Gate | SF | 120 | 19.95 | $ 2,394.00 | $ 80.00 | $ 9,600.00 | $ 39.00 | $ 4,680.00 | $ 65.00 | $ 7,800.00 |
| **Sub Total** | | | | | **$ 127,752.35** | | **$ 172,730.00** | | **$ 271,855.24** | | **$ 343,525.00** |
| **Base Bid Total** | | | | | **$ 533,111.02** | | **$ 538,273.50** | | **$ 739,312.24** | | **$ 773,988.80** |

**CONSTRUCTION SERVICES AGREEMENT**
Wastewater Project 5: Quails Path Sanitary Sewer Line Replacement
(Bid #ENG-2022-004)

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

**RECITALS**

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

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

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

**Section 1. Scope of Services**

Upon issuance of a written notice to proceed by CITY, CONTRACTOR agrees to provide to CITY the necessary services, labor, materials, equipment and supplies related to the Wastewater Project 5: Quails Path Sanitary Sewer Line Replacement project (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents.

**Section 2. Term of Agreement**

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

**Section 3. Contract Documents**

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

(1) This Agreement, including all exhibits and addenda hereto;
(2) CITY'S plans, specifications, and all other contract documents for the Project contained in the City's Invitation for Bid #ENG-2022-004 ("Bid Packet");
(3) CITY'S written notice(s) to proceed to the CONTRACTOR;
(4) Properly authorized change orders;
(5) CONTRACTOR's Bid Proposal ("Proposal" and/or "Response"); and
(6) Any other materials distributed by the CITY that relate to the Project.

In the event there exists a conflict between any term, provision and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this section. If discrepancies are found that may impact construction of the Project, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the Project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the Project, the Contractor

shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.

**Section 4. Contractor Obligations**

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

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

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

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

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

F. No claims for extra services, additional services or changes in the services whatsoever, including any change in pricing or time for performance related to the services will be made by CONTRACTOR without first obtaining the CITY's written agreement and approval of a change order reflecting the same.

**Section 5. Payment**

A. CITY agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in a total amount not to exceed FIVE HUNDRED AND THIRTY-THREE THOUSAND, ONE HUNDRED AND ELEVEN DOLLARS AND TWO CENTS ($533,111.02) ("Contract Price"), subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to CONTRACTOR shall be monthly based on the CONTRACTOR'S monthly

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

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

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

(1) defective work not remedied;

(2) claims filed or reasonable evidence indicating possible filing of claims;

(3) failure of CONTRACTOR to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the CONTRACTOR; or

(4) damages to another contractor or subcontractor.

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

**Section 6. Responsibilities**

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

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

**Section 7. Time for Performance**

A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with CITY'S requirements. The time for performance under this Agreement is ninety (90) calendar days. Accordingly, CONTRACTOR shall complete all work related to the Project on or before ninety (90) calendar days following the date of CITY'S written notice to proceed to CONTRACTOR.

B. In the event CONTRACTOR's performance of this Agreement is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same

as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever (including an event of force majeure), shall be claimed by or granted to CONTRACTOR, unless (i) CONTRACTOR shall have made written request to CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and (ii) CITY and CONTRACTOR have agreed in writing that such additional time shall be granted. As used in this section, the term '*force majeure*' shall mean that CONTRACTOR's performance of the services under this Agreement is prevented or delayed, in whole or in part, to such an extent that CONTRACTOR would not be able to complete the services (or any partial component thereof) within the time for performance set forth herein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, pandemic, or other specific cause reasonably beyond CONTRACTOR's control and not attributable to its malfeasance, neglect or nonfeasance. Should CONTRACTOR timely request an extension of time due to an event of force majeure under this section, CITY and CONTRACTOR may agree in writing to suspended CONTRACTOR's performance until such disability to perform (other than a payment obligation) is removed; provided, that CONTRACTOR shall use commercially reasonable efforts to remove any such causes and resume performance of the services under this Agreement as soon as reasonably practicable.

D. CONTRACTOR understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as may otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to $2,500 per day, which the parties agree represents a reasonable estimation of the actual costs that would be incurred by the CITY in the event of such delay.

**Section 8. <u>Ownership of Project; Bill of Sale; No Liens</u>**

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

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

C. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS RELATED TO ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. When CITY requests, CONTRACTOR shall furnish satisfactory evidence that all obligations described herein have been paid, discharged or waived.

**Section 9. <u>Default; Termination; Abandonment</u>**

A. <u>Default by Contractor</u>. Should CONTRACTOR fail to comply with any term or condition this Agreement applicable to CONTRACTOR or become disabled and unable to comply with any provisions of this Agreement related to the quality or character of the services or time of performance, CONTRACTOR

shall be deemed in default of this Agreement. If such default is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without prejudice to any other right or remedy:

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

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

B. Suspension or Termination by City. CITY may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to CONTRACTOR. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Agreement, will be made based on services reasonably determined by CITY to be satisfactorily performed as of the date of suspension or termination. Such payment will become payable upon delivery of all instruments of service to CITY and CITY's acceptance of the same. If CITY requires a modification of this Agreement with CONTRACTOR, and in the event CITY and CONTRACTOR fail to agree upon a modification to this Agreement, CITY shall have the option of terminating this Agreement and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Agreement, for the services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.

C. Abandonment. If CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if CONTRACTOR fails to timely comply with the orders of the CITY, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond(s) exists, the surety on the bond(s) may be notified in writing by CITY and directed to complete the work (at CITY'S sole discretion), and a copy of said notice shall be delivered to CONTRACTOR. After receiving said notice of abandonment, CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the CITY or the surety on the performance bond, or another contractor in completion of the work; and CONTRACTOR shall not receive any rental or credit therefor, having hereby acknowledged that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. The remedies in this section are cumulative and nothing herein shall be deemed a waiver of any other remedy available to the CITY under this Agreement, including its remedies upon default provided herein above.

(1) In the event a surety fails to comply with CITY's written notice for completion provided for herein, within ten (10) days after service such notice, then the CITY may provide for completion of the work in either of the following elective manners:

(a) The CITY may employ such labor and use such machinery, equipment, tools, materials and supplies as said CITY may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the CITY out of such moneys as may be due, or that may thereafter at any

time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this Agreement, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or its surety shall pay the amount of such excess to the CITY; or

(b) The CITY may (under sealed bids when and in the manner required by law) let the contract to another contractor for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the CITY under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the CONTRACTOR and its surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the CONTRACTOR and/or its surety shall be credited therewith.

**Section 10. <u>Insurance</u>**

A. CONTRACTOR shall during the term hereof maintain in full force and effect such insurance policies as the CITY may reasonably require for the Project, including, at a minimum, the following insurance:

(1) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONTRACTOR's performance of services pursuant to this Agreement with a minimum combined single limit of not less than $2,000,000.00 per occurrence and $4,000,000.00 aggregate for injury to persons (including death), and for property damage; and

(2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONTRACTOR, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage; and

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

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

(1) provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance; and

(2) name CITY, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and

(3) provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

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

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

**Section 11. Indemnification**

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

CONTRACTOR shall promptly advise CITY in writing of any claim or demand against the CITY, related to or arising o CONTRACTOR shall promptly advise CITY in writing of any claim or demand against the CITY, related to or arising out of CONTRACTOR's acts or omissions under this AGREEMENT and shall see to the investigation and defense of such claims or demand at CONTRACTOR's sole cost and expense; provided, that CITY, at its option and at its own expense, may participate in such defense without relieving CONTRACTOR of any of its obligations hereunder. THE PROVISIONS OF THIS SECTION 11 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**Section 12. Assignment**

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

**Section 13. Applicable Laws; Venue**

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

**Section 14. Entire Agreement; Amendments**

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

**Section 15. Severability**

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

**Section 16. Independent Contractor**

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

**Section 17. Right-Of-Access**

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

**Section 18. Counterparts**

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

**Section 19. Survival of Obligations**.

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

**Section 20. Notice**

All notices required by this Agreement shall be in writing and addressed to the following, or such other party or address as either party designates in writing, by: (i) courier with signed receipt of delivery; (ii) overnight mail by reputable overnight delivery service; (iii), certified mail, postage prepaid, return receipt requested; (iv) confirmed electronic mail; or (v) by hand delivery with signed receipt of delivery:

If to CITY:

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

With copy to:

Whitt L. Wyatt, City Attorney
Wood Banowsky, PLLC
5810 Long Prairie Road, Suite 700-220
Flower Mound, Texas 75028
E: whitt@woodbanowsky.com

If to CONTRACTOR:

Texas Standard Construction, Ltd.
Attn: Ronald H. Dalton, President
5511 W Ledbetter Dr
Dallas, Texas 75236
E: ron@texasstandardconstruction.com

**Section 21. Sales and Use Taxes**

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

**Section 22. Texas Government Code Verifications**

CONTRACTOR's execution of this Agreement shall serve as its acknowledgement and written verification that:

(1) the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and CONTRACTOR agrees that the Agreement can be terminated if CONTRACTOR knowingly or intentionally fails to comply with a requirement of that subchapter;

(2) pursuant to Texas Government Code Chapter 2270, that CONTRACTOR's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(3) pursuant to Texas Government Code Chapter 2251, that CONTRACTOR's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY –
SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date of last execution hereof (the "Effective Date").

**FOR CITY:**

**City of Colleyville, Texas**

By:_____
Jerry Ducay, City Manager

Date: _____

ATTEST:

By:_____
Christine Loven, City Secretary

A PPROVED AS TO FORM:

By:_____
Whitt L. Wyatt, City Attorney

Contract ID:
LG.MM March 15, 2022

**FOR CONTRACTOR:**

**Texas Standard Construction, Ltd.**

By:_____
Ronald H. Dalton, President

Date: _____

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2022-861879

**Date Filed:**
03/16/2022

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Texas Standard Construction Ltd.
Dallas, TX United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
Wastewater Project 5:
Quails Path Sanitary Sewer Line Replacement

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Texas Standard Construction Ltd. | Dallas, TX, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

My name is Ronald H. Dalton, and my date of birth is 10-22-57.

My address is 5511 W. Ledbetter Dr. (street), Dallas (city), TX (state), 75236 (zip code), USA (country).

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

Executed in Dallas County, State of Texas, on the 16th day of March (month), 2022 (year).

Ronald H Dalton - Mgr.

Signature of authorized agent of contracting business entity
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2022-861879

**Date Filed:**
03/16/2022

**Date Acknowledged:**
03/17/2022

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Texas Standard Construction Ltd.
Dallas, TX United States

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

City of Colleyville

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

Wastewater Project 5:
Quails Path Sanitary Sewer Line Replacement

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Texas Standard Construction Ltd. | Dallas, TX, TX United States | X | |
| | | | |
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| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

# City of Colleyville
# City Council
# Agenda Briefing

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

**Agenda Number** 5a **Agenda Date** 3/22/2022 **Number**
**Type** Report
**Department** Finance

## Title
Monthly Financial Report - February 2022

## Explanation
### General Fund
Through February, the General Fund has collected $19.1 million in revenue and spent 43%, or $10.9 million, of its budgeted expenditures. From a cash-flow standpoint, the General Fund is in a similar position as February of FY21, driven primarily by the collection of the majority of its property tax revenue. As expected, the large influx of revenue has resulted in a large surplus, which the fund will spend down on through the end of the year. Sales tax continues to be a bright spot as well, with almost 14% growth over the previous year. Expenses are up from last year, primarily due to higher personnel costs, which was anticipated.

*Sales tax revenue*
Colleyville received its fourth collection of the fiscal year, and it brought in a gain of 17.4% over January of last year. This puts the total YTD growth to 13.8% over FY21, and makes for a total dollar gain of over $400,000. Statewide, Texas cities saw another month of double-digit gains for a total fiscal year increase of 18.7%, with DFW cities at 21.7%. Destination-based economies such as Hurst and Grapevine are continuing to post higher gains, indicating heightened in-person consumer activity.

### Utility Fund
Through the fourth month of the fiscal year, the Utility Fund has collected 37% of its budgeted revenue and spent 32% of its budgeted expenditures, yielding a similar surplus as we saw this time in the previous year. As the monthly report shows, the City's direct revenues have come in substantially lower than its expenses, due to an interfund transfer being processed this month. This comparison should even out over the next few reports. Because of this, all YTD surplus is made up from savings from the Trinity River Authority (TRA.). As with the previous year, the TRA did not bill the City for operations and maintenance costs in the first two months of our fiscal year. December marked the first month of the TRA's new fiscal year, and we can expect regular monthly billing based on customer usage through the end of FY22. As is the case with every fiscal year, 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 41% of its budgeted revenue and spent

34% of its expenditures. This fund's cash flow is stronger than the previous year, with a surplus of $188,000, led by lower spending on debt service. The fund paid off its remaining municipal revenue bond in FY21, resulting in annual savings of almost $130,000. Revenues tend to remain consistent from year-to-year, as the City is close to build-out. The Fund is expected to collect over one million dollars in fee revenue through the end of the fiscal year. 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.

**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 kept a strong fund balance. Fortunately, travel activities are on the rise and revenue in this fund is making a comeback. While our revenue still is not quite as strong as we had seen prior to COVID, it has nevertheless tripled from FY21. Last year's ending fund balance came to $245,000, and the current balance is sitting at just under $200,000. Costs funded out of here include personnel related directly to advertising the City as well as Colleyville Center costs and some special events. The cash position through February of this year has improved significantly over last year.

**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 February's figures, the fund is running a deficit of about $54,000 after its first scheduled bond payment this month. It should be noted that 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. March 2022 - Monthly Financial Report Presentation
2. February 2022 MFR

# Agenda Item - Items not for council action

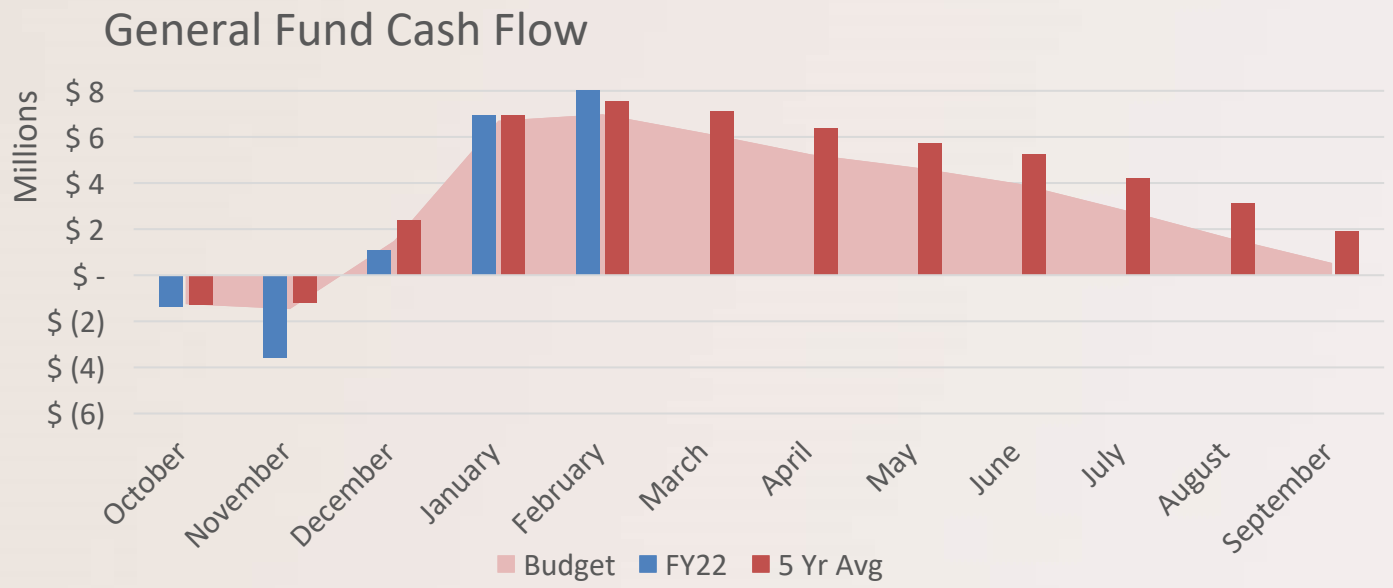
# Monthly Financial Report
# February 2022

City Council Meeting
March 22, 2022

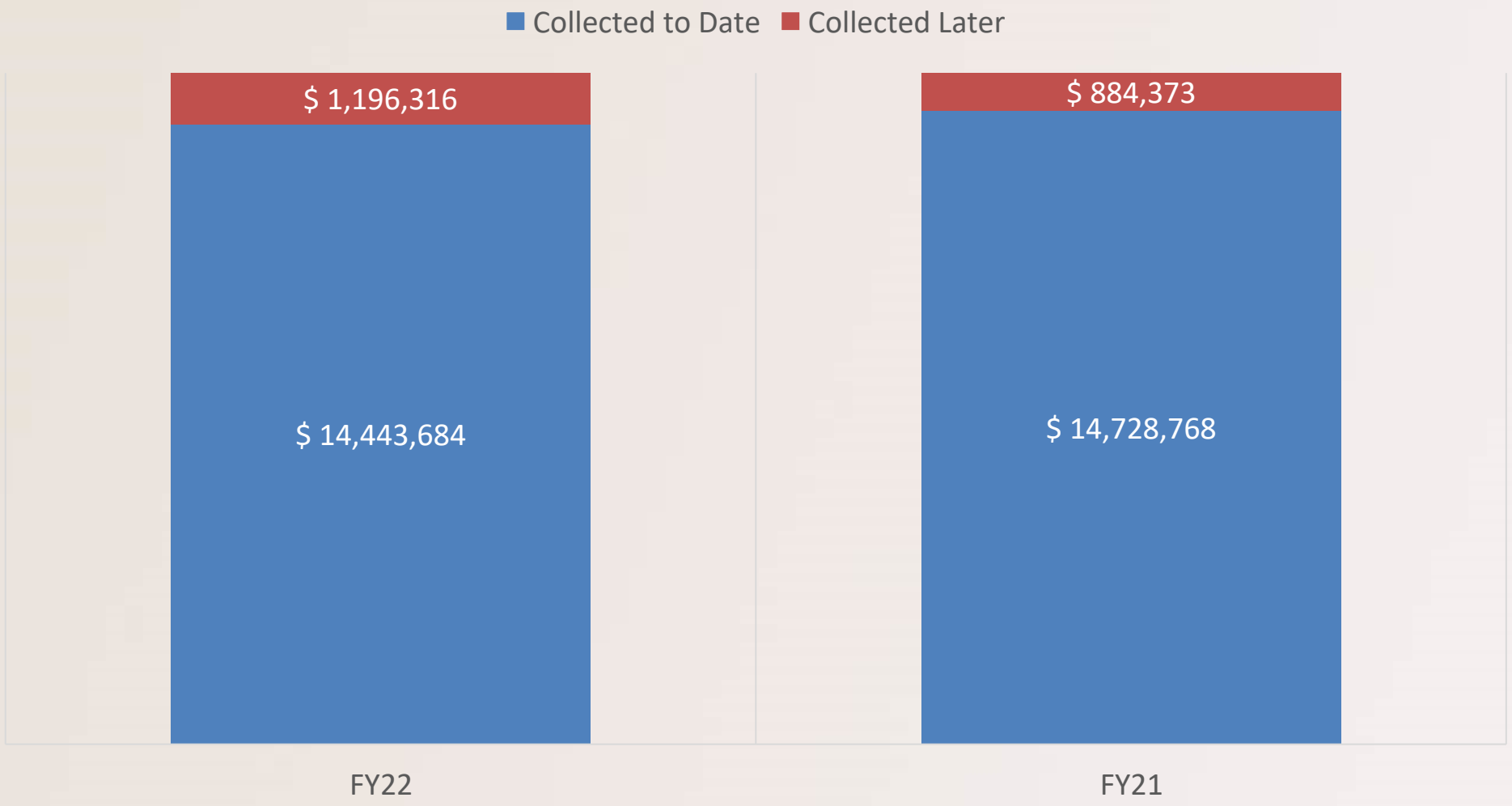
# General Fund

| General Fund | FY22 Budget | FY22 YTD | % of Budget | FY21 YTD | FY21 % of Budget |
|---|---|---|---|---|---|
| Revenues | $ 25,659,689 | $ 19,106,193 | 74% | $ 18,663,120 | 74% |
| Expenditures | $ 25,130,144 | $ 10,930,794 | 43% | $ 10,552,167 | 40% |
| | $ 529,545 | $ 8,175,399 | | $ 8,110,953 | |

*42% of the year is completed

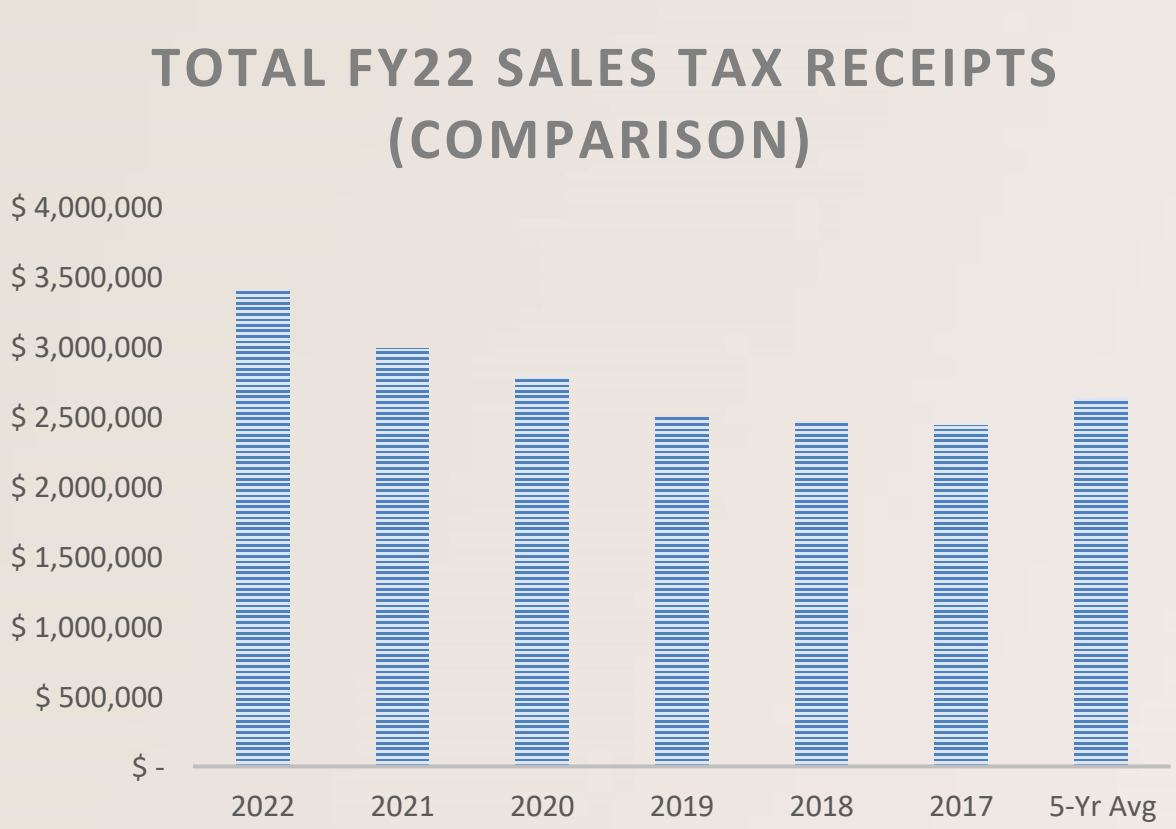


# Property Tax Highlight

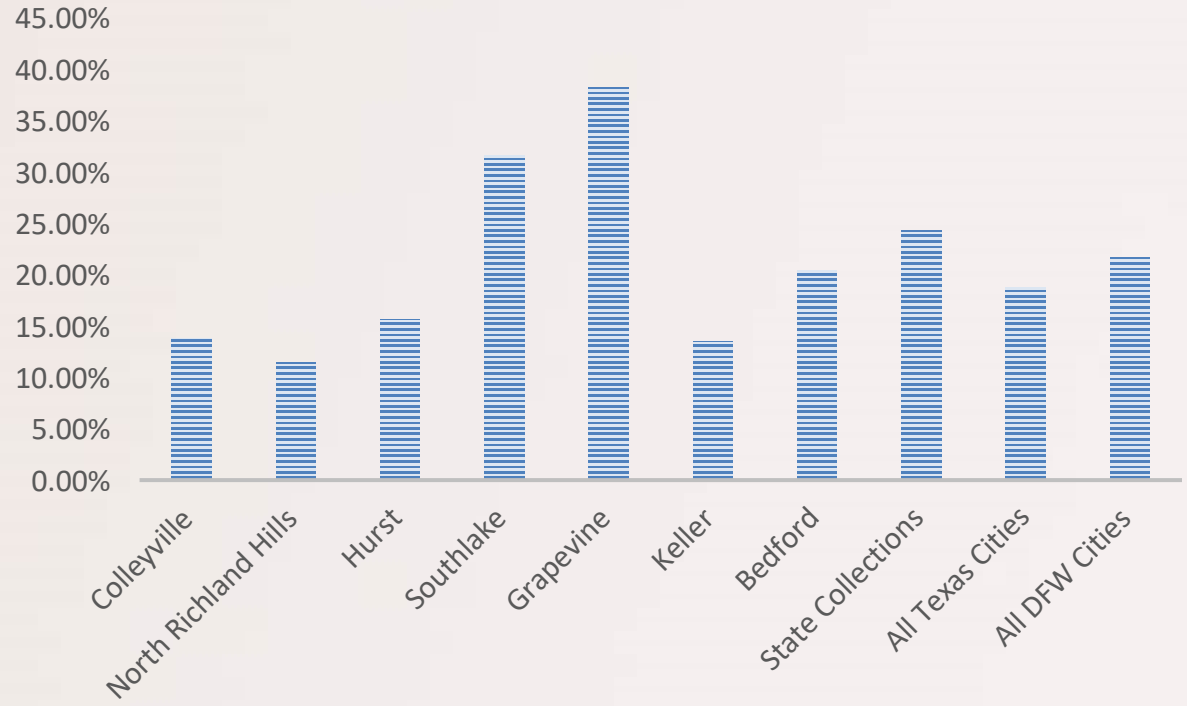


# Sales Tax Highlight

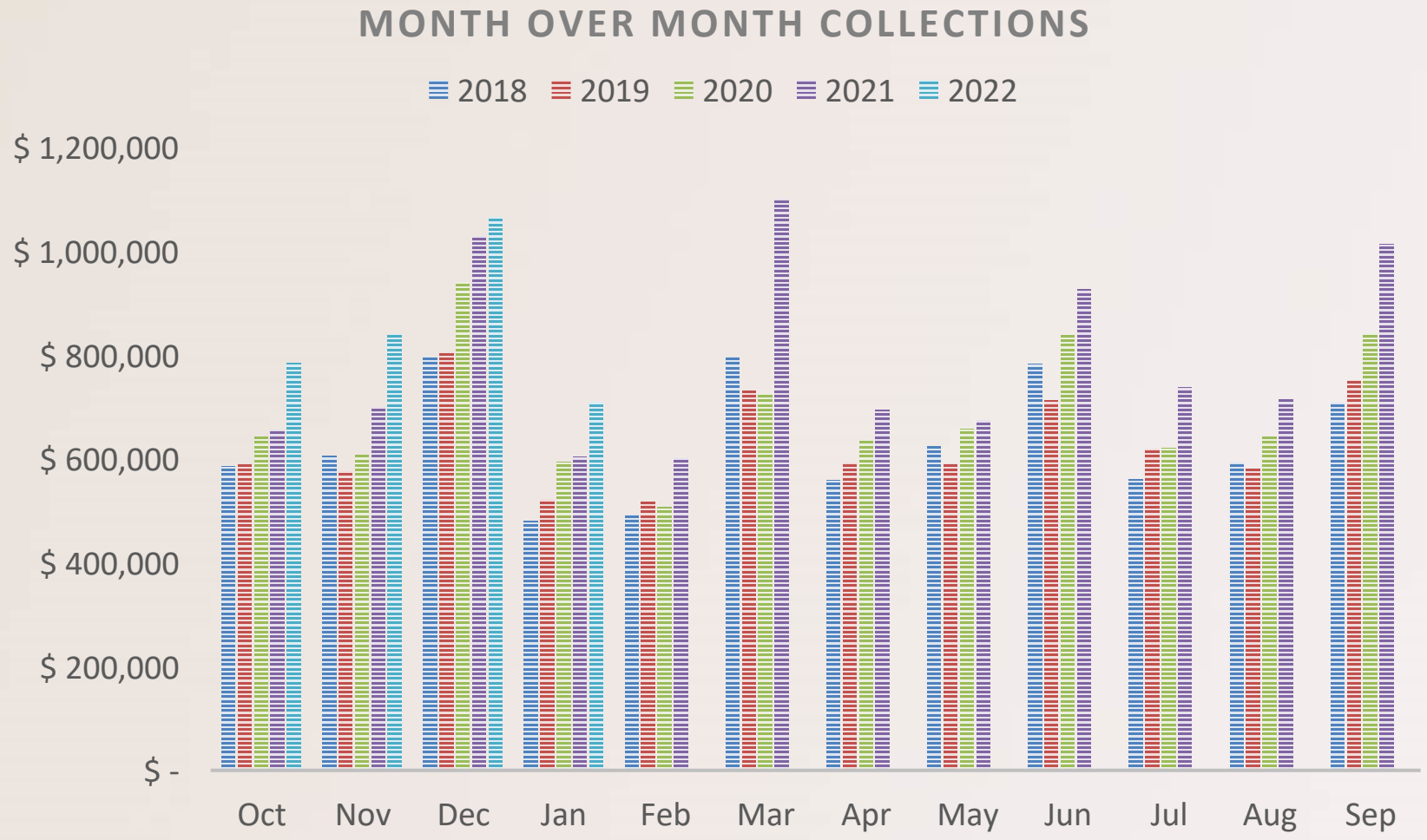
FY22 YTD Receipts compared to Previous Years




City/State Comparisons



# Sales Tax Highlight



# Utility Fund

| Utility Fund | FY22 Budget | FY22 YTD | % of Budget | FY21 YTD | FY21 % of Budget |
|---|---|---|---|---|---|
| Revenues | $ 18,088,176 | $ 6,776,251 | 37% | $ 6,255,087 | 36% |
| Expenditures | $ 18,088,176 | $ 5,835,042 | 32% | $ 5,329,386 | 30% |
| | $ - | $ 941,208 | | $ 925,701 | |

*42% of the year is completed

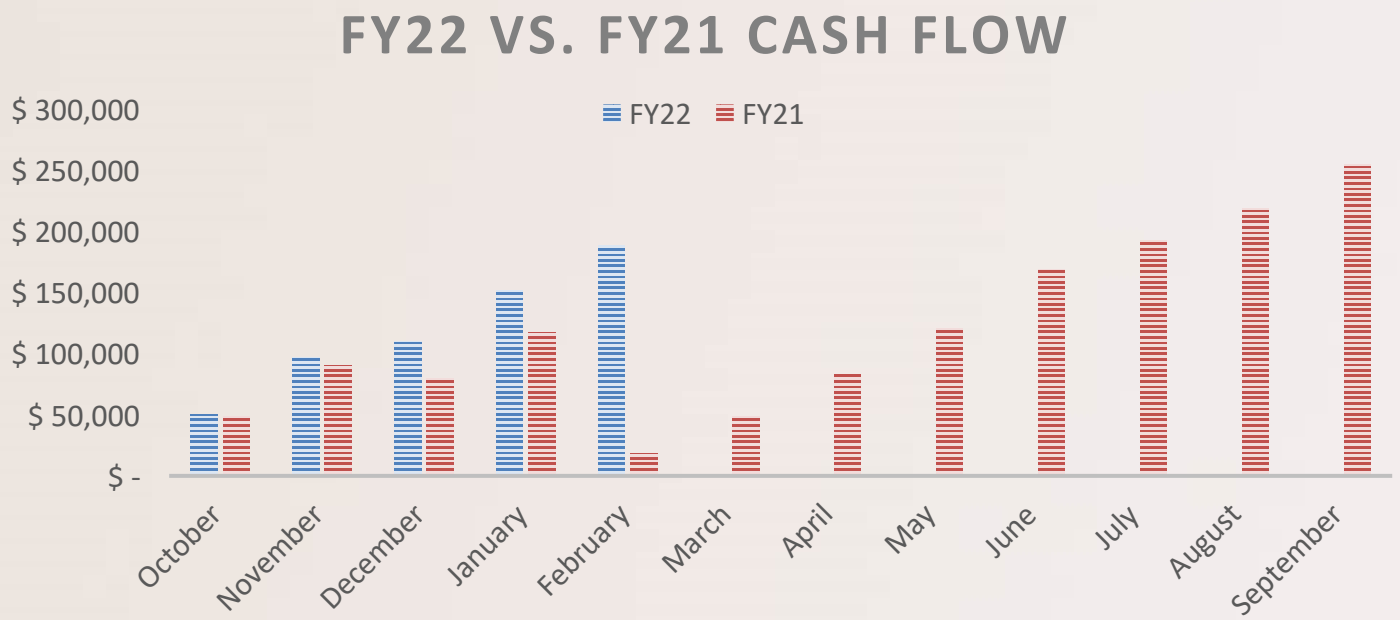
| TRA Revs/Exps | FY22 Budget | FY22 YTD |
|---|---|---|
| Revenues | $ 14,359,032 | $ 4,530,179 |
| Expenditures | $ 13,909,032 | $ 3,224,789 |
| | **$ 450,000** | **$ 1,305,390** |

| City Revs/Exps | FY22 Budget | FY22 YTD |
|---|---|---|
| Revenues | $ 3,729,144 | $ 1,218,080 |
| Expenditures | $ 3,729,144 | $ 1,181,658 |
| | **$ -** | **$ 36,423** |

# Drainage Fund

| Drainage Fund | FY22 Budget | FY22 YTD | % of Budget | FY21 YTD | FY21 % of Budget |
|---|---|---|---|---|---|
| Revenues | $ 1,030,868 | $ 425,010 | 41% | $ 420,107 | 43% |
| Expenditures | $ 694,205 | $ 236,478 | 34% | $ 401,546 | 50% |
| | $ 336,663 | $ 188,532 | | $ 18,561 | |

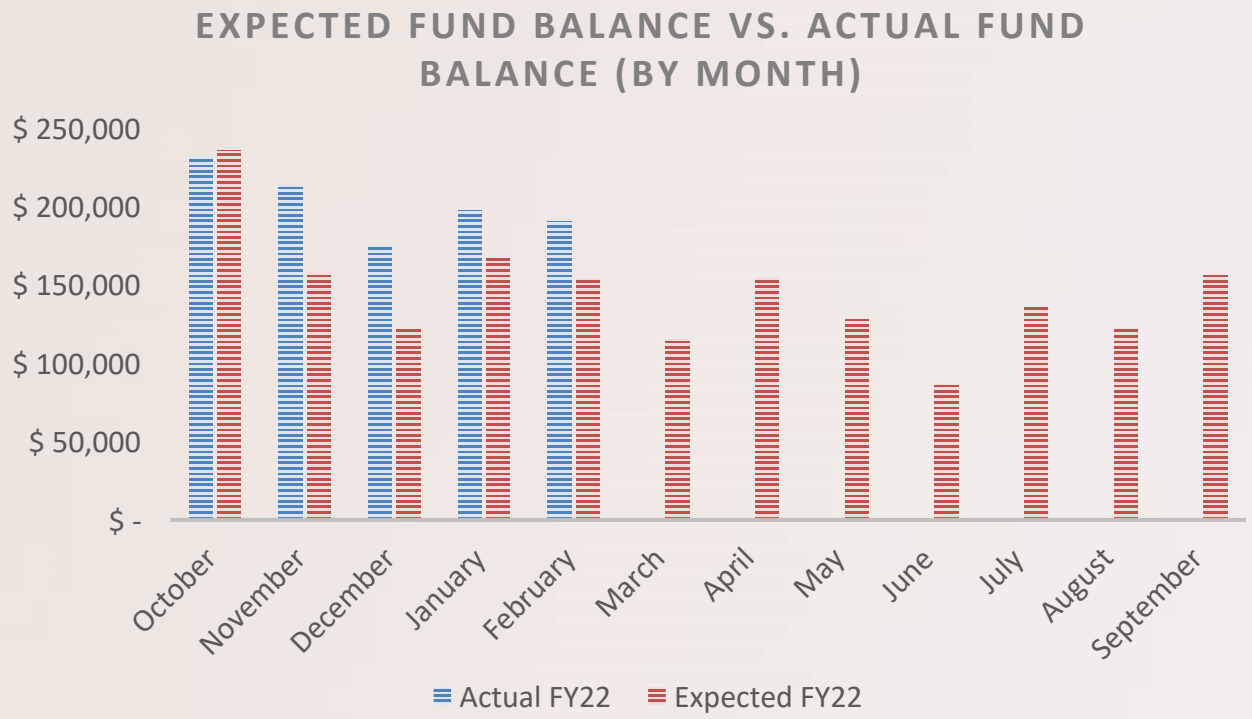
*42% of the year is completed



# Hotel Fund

| Hotel Fund | | | | |
|---|---|---|---|---|
| | FY22 Budget | FY22 YTD | % of Budget | FY21 YTD |
| Revenues | $ 252,500 | $ 47,865 | 19% | $ 15,958 |
| Expenditures | $ 247,822 | $ 103,389 | 42% | $ 161,224 |
| | $ 4,678 | $ (55,525) | | $ (145,267) |

*42% of the year is completed



# Debt Service Fund

| Debt Service Fund | FY22 Budget | FY22 YTD | % of Budget | FY21 YTD | FY21 % of Budget |
|---|---|---|---|---|---|
| Revenues | $ 627,500 | $ 571,010 | 91% | $ 759,385 | 97% |
| Expenditures | $ 821,898 | $ 624,785 | 76% | $ 661,708 | 81% |
| | $ (194,398) | $ (53,775) | | $ 97,677 | |

*42% of the year is completed

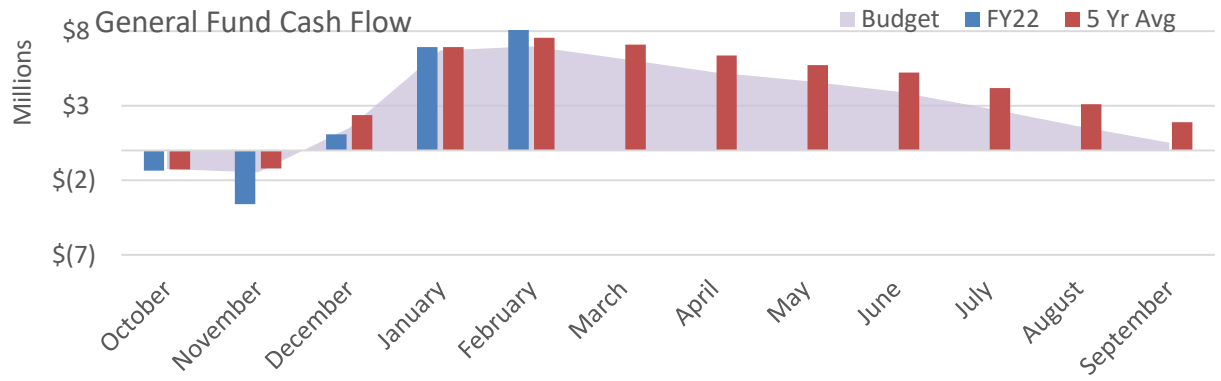
# Monthly Financial Report - February 2022

## General Fund

| | | |
|---|---|---|
| % of year Completed | | 42% |
| % of Budget Spent | | 43% |

| | FY22 Budget | FY22 YTD | % of Budget | FY21 YTD | FY21% of Budget |
|---|---|---|---|---|---|
| Revenues | $ 25,659,689 | $ 19,106,193 | 74% | $ 18,663,120 | 74% |
| Expenditures | $ 25,130,144 | $ 10,930,794 | 43% | $ 10,552,167 | 40% |
| | $ 529,545 | $ 8,175,399 | | $ 8,110,953 | |

Through February, the General Fund has collected $19.1m in revenue and spent 43%, or $10.9m, of its budgeted expenditures. From a cash-flow standpoint, the General Fund is in a similar position as February of FY21, driven primarily by the collection of the majority of its property tax revenue. As expected, the large influx of revenue has resulted in a large surplus, which the fund will spend down on through the end of the year. Sales tax continues to be a bright spot as well, with almost 14% growth over the previous year. Expenses are up from last year, primarily due to higher personnel costs, which was anticipated.




## General Fund Highlights

### Revenue (FY22/FY21)

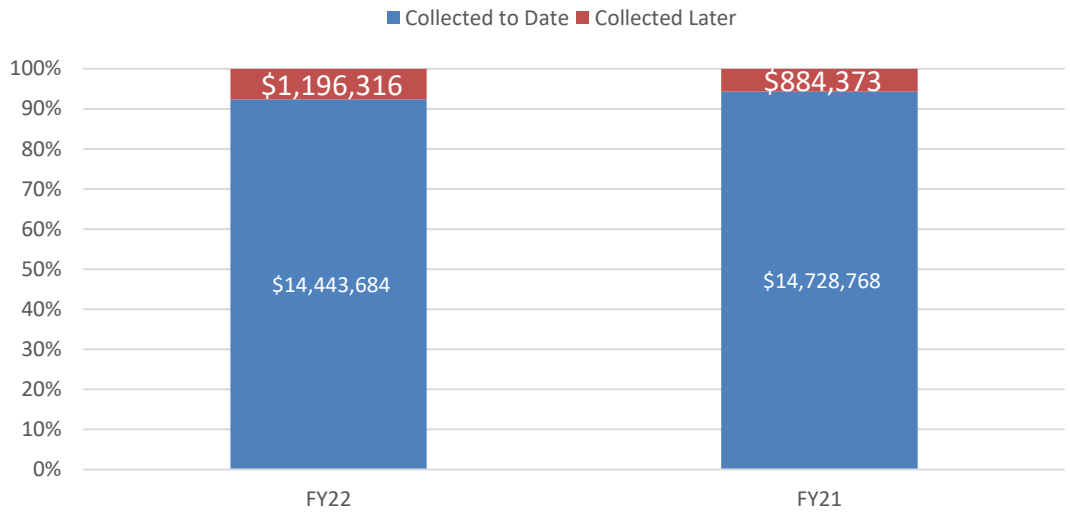
| | | |
|---|---|---|
| Property Tax -$285k | Sales Tax + $159k | Franchise Tax + $5k |
| Licenses + $16k | Other Revenue + $548k | **Total Rev + $443k** |

### Expenditures (FY22/21)

| | | |
|---|---|---|
| Personnel + $290k | Contractual + $52k | Supplies + $42k |
| Capital -$5k | Transfers $ 0k | **Total Exp + $379k** |

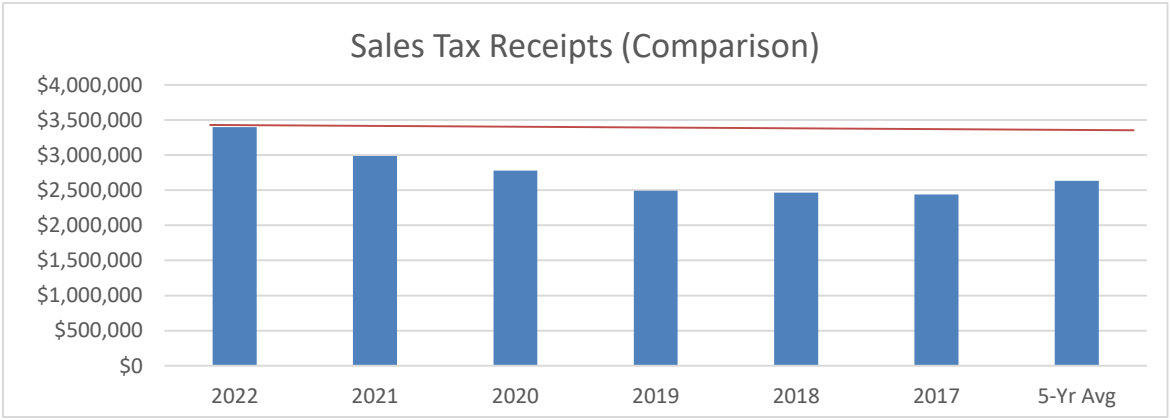
# Monthly Financial Report - February 2022

## 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 |
|---|---|
| 17.4% | 13.8% |

Colleyville received its fourth collection of the fiscal year, and it brought in a gain of 17.4% over January of last year. This strong showing puts our total YTD growth to 13.8% over FY21, and makes for a total dollar gain of over $400,000. Statewide, Texas cities saw another month of double digit gains for a total fiscal year increase of 18.7%, with DFW cities at 21.7%. Destination-based economies such as Hurst and Grapevine are continuing to post higher gains, indicating heightened in-person consumer activity.

# Monthly Financial Report - February 2022

% of year Completed 42%

## Water/Sewer Utility Fund

% of Budget Spent 32%

| | FY22 Budget | FY22 YTD | % of Budget | FY21 YTD | FY21% of Budget |
|---|---|---|---|---|---|
| Revenues | $ 18,088,176 | $ 6,776,251 | 37% | $ 6,255,087 | 36% |
| Expenditures | $ 18,088,176 | $ 5,835,042 | 32% | $ 5,329,386 | 30% |
| | $ - | $ 941,208 | | $ 925,701 | |

Breakout of City's revenues/expenses from those related to the Trinity River Authority:

| *TRA Revenue/Expense Summary | FY22 Budget | FY22 YTD |
|---|---|---|
| Revs | $ 14,359,032 | $ 5,267,679 |
| Exps | $ 13,909,032 | $ 4,144,755 |
| **Net** | **$ 450,000** | **$ 1,122,924** |

| City Revenue/Expense Summary | FY22 Budget | FY22 YTD |
|---|---|---|
| Revs | $ 3,729,144 | $ 1,508,572 |
| Exps | $ 3,729,144 | $ 1,690,287 |
| **Net** | **$ -** | **$ (181,715)** |

Through the fourth month of the fiscal year, the Utility Fund has collected 37% of its budgeted revenue and spent 32% of its budgeted expenditures, yielding a similar surplus as we saw this time in the previous year. As summary above shows, the City's direct revenues have come in substantially lower than its expenses, due to an interfund transfer being processed this month. This comparison should even out over the next few reports. Because of this, all of our YTD surplus is made up from savings from the Trinity River Authority (T.R.A.). As with the previous year, the T.R.A. did not bill the City for operations and maintenance costs in the first two months of our fiscal year. December marked the first month of the T.R.A.'s new fiscal year, and we can expect regular monthly billing based on customer usage through the end of FY22. As is the case with every fiscal year, 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

-3.36

**Expenditures (FY22/21)** Mostly TRA costs ↓

| | | | | | |
|---|---|---|---|---|---|
| Personnel | + $25k | Contractual | + $433k | Supplies | + $6k |
| Capital | + $18k | Transfers | + $23k | **Total Exp** | **+ $506k** |

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 - February 2022

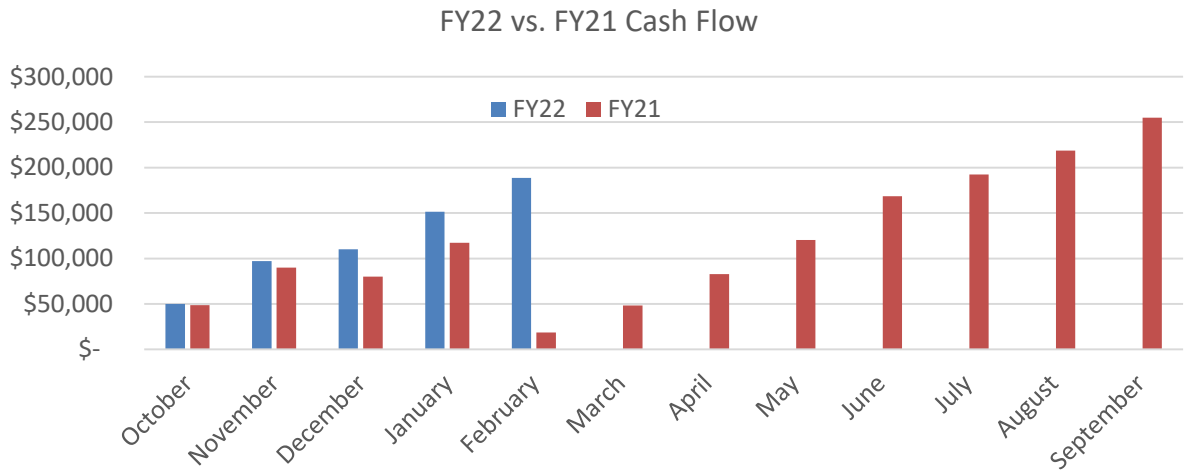
% of year Completed 42%

% of Budget Spent 34%

## Drainage Utility Fund

| | FY22 Budget | FY22 YTD | % of Budget | FY21 YTD | FY21% of Budget |
|---|---|---|---|---|---|
| Revenues | $1,030,868 | $ 425,010 | 41% | $ 420,107 | 43% |
| Expenditures | $ 694,205 | $ 236,478 | 34% | $ 401,546 | 50% |
| | $ 336,663 | $ 188,532 | | $ 18,561 | |

To date, the Drainage Utility Fund has received 41% of its budgeted revenue and spent 34% of its expenditures. This fund's cash flow is stronger than the previous year, with a surplus of $188,000, led by lower spending on debt service. The fund paid off its remaining municipal revenue bond in FY21, resulting in annual savings of almost $130,000. Revenues tend to remain consistent from year-to-year, as the City is close to build-out. The Fund is expected to collect over one million dollars in fee revenue through the end of the fiscal year. 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.




## Drainage Fund Operation Highlights

### Revenue - Drainage Fees

FY22/FY21 ↑ 0.1%

FY22/5-Yr Avg ↑ 2.0%

### Expenditures (FY22/21)

| | | | |
|---|---|---|---|
| Personnel | -$21k | Contractual | -$1k |
| Supplies | -$17k | Capital/Xfers | $0k |
| Debt Service | -$126k | **Total Exp.** | **-$165k** |

Note: this fund's debt service is has been retired as of fiscal year 2021.

# Monthly Financial Report - February 2022

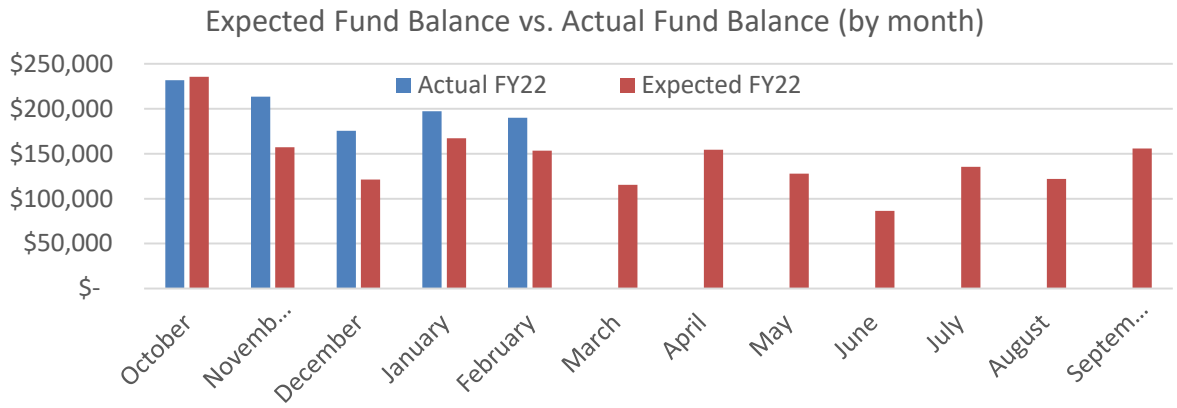
% of year Completed 42%

## Hotel Tax Fund

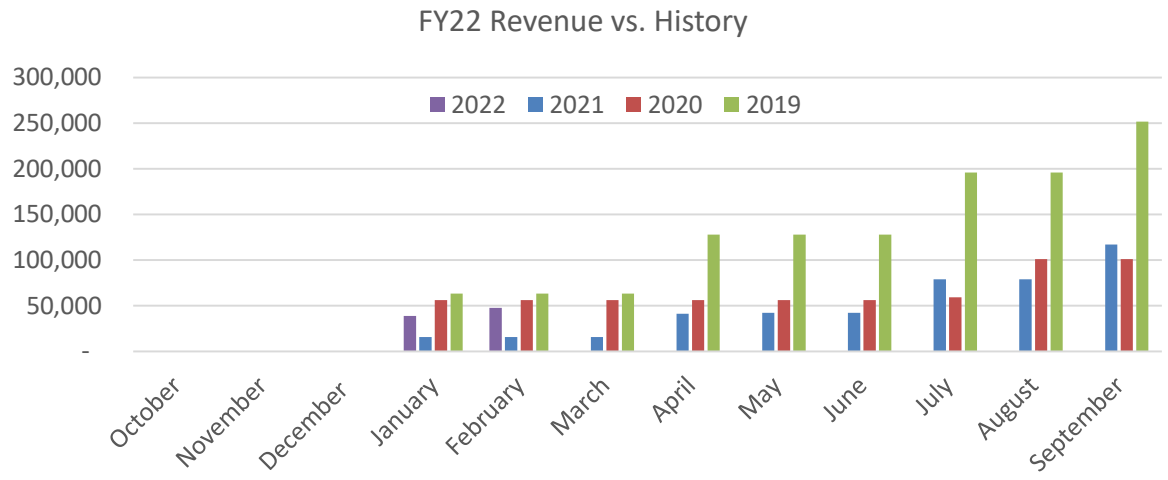
% of Budget Spent 42%

| | FY22 Budget | FY22 YTD | % of Budget | FY21 YTD |
|---|---|---|---|---|
| Revenues | $ 252,500 | $ 47,865 | 19% | $ 15,958 |
| Expenditures* | $ 247,822 | $ 103,389 | 42% | $ 161,224 |
| | $ 4,678 | $ (55,525) | | $ (145,267) |

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 kept a strong fund balance. Fortunately, travel activities are on the rise and revenue in this fund is making a comeback. While our revenue still isn't quite as strong as we've seen prior to COVID, it has nevertheless tripled from FY21. Last year's ending fund balance came to $245,000, and the current balance is sitting at just under $200,000. Costs funded out of here include personnel related directly to advertising the city as well as Colleyville Center costs and some special events. The cash position through February of this year has improved significantly over last year.




## Hotel Tax Performance



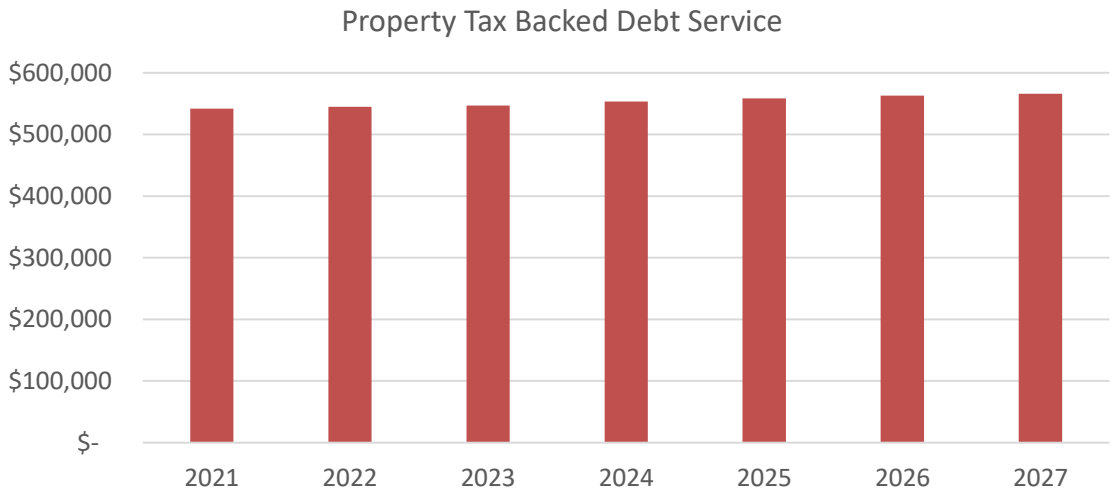
# Monthly Financial Report - February 2022

## Debt Service Fund

| | | |
|---|---|---|
| % of year Completed | | 42% |
| % of Budget Spent | | 76% |

| | FY22 Budget | FY22 YTD | % of Budget | FY21 YTD | FY21% of Budget |
|---|---|---|---|---|---|
| Revenues | $ 627,500 | $ 571,010 | 91% | $ 759,385 | 97% |
| Expenditures* | $ 821,898 | $ 624,785 | 76% | $ 661,708 | 81% |
| | $ (194,398) | $ (53,775) | | $ 97,677 | |

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 February's figures, the fund is running a deficit of about $54,000 after its first scheduled bond payment this month. 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** 3/22/2022 **Number** Ordinance O-22-2192
**Type** Ordinance
**Department** Community Development

## Title

Request to appeal the decision by the Planning and Zoning Commission for the 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 and 2, Block A, Heritage Farms, located at 913 Cheek-Sparger Road and 3808 Wayne Drive, Case ZC21-037

## Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

## Explanation

***Second Reading and Public Hearing***

The City Council removed the item from the table at the March 2, 2022 meeting. Discussion was held in reference to an article from the *Dallas Morning News* pertaining to the financial struggle of a senior living facility in Dallas. A Bedford resident had signed a speaker card but, advised the City Council he would speak in greater detail at the second reading.

***First Reading and Public Hearing***

Steven Ailey, the applicant, has submitted a request to rezone the 18.45 acre property located at 913 Cheek Sparger Road, 3808 Wayne Drive, and 3900 Bedford Court from PUD-C Planned Unit Development-Commercial to a new PUD-C Planned Unit Development-Commercial district to replace the existing ordinance. The purpose is to rezone in order to allow for the development and operation of a new senior living community for the property.

**Existing Conditions/Background:** The subject property is platted as Lots 1 and 2, Block A, of the Heritage Farms Addition and is currently undeveloped. The applicant proposes to develop the property into a Senior Living Community. The current zoning was approved in 2012 and allows for a senior living community, but it never developed.

**Proposed Zoning Change:** Request – The request is to rezone from the PUD-C Planned Unit Development Commercial to the PUD-C Planned Unit Development-Commercial district to replace the existing ordinance. The request is to construct a

senior living community development that is restricted to individuals 55 years old and above.

**Purpose:** The purpose of a Planned Unit Development (PUD) is to provide for greater flexibility and discretion in the approval of residential, non-residential, and mixed-use developments by encouraging creative, efficient, and aesthetically desirable residential and commercial projects that are superior to what could be accomplished in other zoning districts. This may be through the use of increased open spaces and greenbelts or by providing enhanced amenities or features within the development which will be of special benefit to the property owners or to the community.

**Analysis:** The subject property, with the proposed new configuration and a decrease in the number of units, necessitates the change in zoning and request for a new PUD-C Planned Unit Development-Commercial district. This property has zoning, which was approved in 2012, for a senior living community. At that time, the total unit count was 281 units to include 162 independent units, 74 assisted living units, and 45 memory support units. The average independent living units were between 625 (square feet) – 1,200 s.f. The height of the buildings were approved up to two and a half stories. Total project size was 321,500 s.f. with 282 parking spaces. The buildings were also not connected to each other and there was a retail building to be constructed along Cheek-Sparger Road.

Per the proposed PUD-C, this project is requesting to significantly vary from the 2012 ordinance. The request includes 164 independent living units, 44 assisted living units, and 30 memory care units. This is a reduction in the total unit count from 281 units to 238 units. The average independent unit size is increased to 885 s.f. – 1,950 s.f. The height of the buildings is proposed to be two stories except for a three story spine in the independent living building. The total project size is 350,000 s.f. with parking spaces in Phase 1 of 322 and Phase II of 45 for a total of 367 spaces. The exterior walls of the buildings shall be a minimum of 50 percent masonry materials. The buildings are connected and there is no retail building proposed. This development would provide 50 percent common open space.

Regarding public improvements, the current PUD-C district requires the developer to improve the intersection of Cheek-Sparger Road and Bedford Road/Bedford Court with a roundabout. The applicant is still committed to the requirement, but is evaluating the level of participation with the improvement. The applicant will also add a right-turn-only lane to northbound Wayne Drive where it intersects Cheek-Sparger Road. A City/Developer Agreement (CDA) shall be accepted prior to any applications by the developer and City Council. Additionally, the developer is proposing a Payment in Lieu of Taxes, or PILOT, payment to the City to offset the increase in Emergency Medical Costs from this project.

The Land Development Code only allows the proposed senior living community with a Planned Unit Development-Commercial zoning.

**Plat Status:** The subject property is platted as Lots 1 and 2, Block A, of the Heritage Farms Addition.

**DRC Review:** This request was reviewed during the December 20, 2021, DRC meeting and determined the application may be scheduled for the next available Planning and Zoning Commission meeting on January 10, 2022.

**Drainage:** Preliminary drainage information has been provided.

**Surrounding Development:** Property to the south and east is located in the City of Bedford and is developed with single family homes. Property to the north is CC-1 Village Retail zoning and PUD-R Planned Unit Residential zoning, and is developed with commercial uses south of Cheek-Sparger Road and residential uses with single family homes north of Cheek Sparger Road. Property to the west is PUD-C Planned Unit Commercial zoning and is developed as Colleyville Covenant Christian Academy.

**Comprehensive Plan:** The City's Comprehensive Plan, Destination Colleyville, designates the subject property and most of the property near this location along Cheek-Sparger as planned for future commercial use. The addition of the senior living community meets the intent of the comprehensive plan. The proposed rezoning request does comply with the commercial land use designation stated in the comprehensive plan.

**Fees:** Impact Fees are required per Chapter 13 (Impact Fees) of the Land Development Code and are due prior to the issuance of a building permit, if applicable.

**Tree Preservation:** The development 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 and Independent School Districts within 1,000 feet of the subject property. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

**Staff Recommendation:** Staff is neutral on the request. The following items should be considered as part of the consideration:

- The proposed use conforms to the Future Land Use Plan and stated goals described in the Destination Colleyville Plan.
- The proposed project reduces the number of units while maintaining 50% of

pervious cover.
- Staff recognizes further discussion needed on outstanding agreements.

**Planning and Zoning Commission Recommendation:** The Planning and Zoning Commission recommended denial of the request at their January 10, 2022, meeting by a vote of 5-0. When the Planning and Zoning Commission makes a recommendation of denial, a favorable vote of three-fourths (3/4) of all members of the City Council is required for approval of the request.

**Financial Impact**

There is no financial impact to the City.

**Recommendation**

None

**Attachments**

1. Request to Table
2. Appeal to City Council for Case ZC21-37
3. Aerial Map
4. Zoning Map
5. Future Land Use Map
6. Proposed PUD Ordinance Text
7. Master Plan
8. Conceptual Site Plan
9. Rendered Elevations
10. Conceptual Elevations
11. Masonry Fence Plan
12. Trash Compactor and Generator Plan
13. Project Comparison Matrix
14. EMS Call Worksheet
15. Drainage Plan
16. Tree Preservation Plan
17. Trip Generation Memo
18. Notification Map
19. Notification Letter
20. Notification List
21. Letter of Opposition
22. Letters of Support
23. Ordinance O-22-2192

| | |
|---|---|
| **From:** | Russell Jones |
| **To:** | Jackie Reyff |
| **Cc:** | Barry Hudson |
| **Subject:** | Table Request for Case ZC21-037 - 913 Cheek Sparger Rd. at Wayne Drive PUD-C |
| **Date:** | Wednesday, February 23, 2022 12:02:16 PM |

Hi Jackie,

Good morning. The applicant, Forefront Living, for Case ZC21-037 has requested to table the case from the March 2nd City Council meeting.

Please let me know if you have any questions. Thank you.

Best Regards,

**Russell Jones**
First Vice President ¦ Greystone
o 972.402.3681 ¦ m 214-505-9219
rjones@greystonecommunities.com

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| | |
|---|---|
| **From:** | Russell Jones |
| **To:** | Jackie Reyff; Ben Bryner |
| **Cc:** | Steven Ailey; Scott Polzin; Robert Green; Stuart Jackson |
| **Subject:** | Appeal to City Council for Case ZC21-37 |
| **Date:** | Wednesday, January 19, 2022 2:55:41 PM |

Hi Jackie,

Good afternoon.

On behalf of Steve Ailey, Forefront Living has elected to appeal the Planning and Zoning Commission's denial from their January 10, 2022 decision to the City Council.

However, we do not want to proceed to the February 1st City Council meeting but instead request the case be tabled to the follow City Council meeting of February 15th. This will allow Forefront Living the additional time to better understand outstanding concerns.

Please let me know if we need to do any other additional steps in this process. Kindly confirm receipt of this appeal. Thank you.

Best Regards,

**Russell Jones**
First Vice President ¦ Greystone
o 972.402.3681 ¦ m 214-505-9219
rjones@greystonecommunities.com

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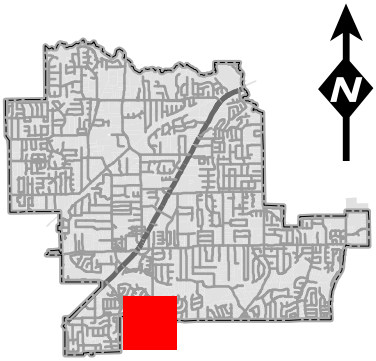
# Aerial Map

CITY OF COLLEYVILLE TEXAS

## ZC21-037

### 913 Cheek-Sparger Road

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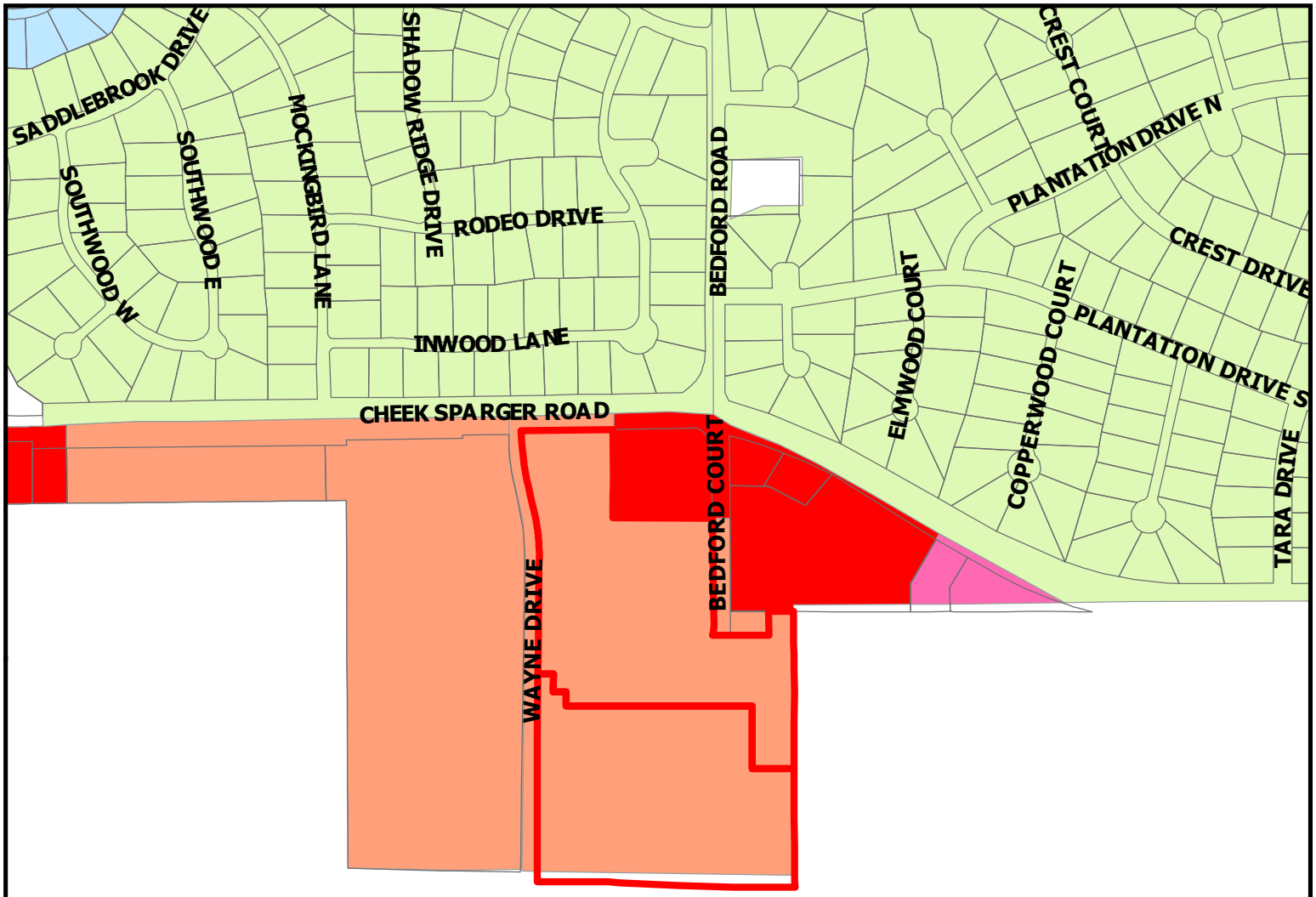
Subject Property

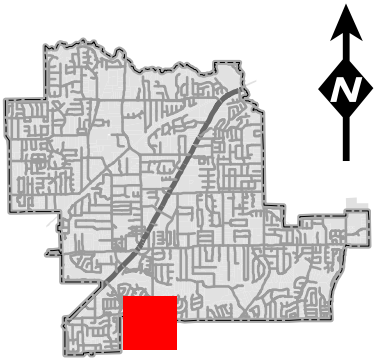
# Zoning Map




CITY OF COLLEYVILLE TEXAS

## ZC21-037

### 913 Cheek-Sparger Road

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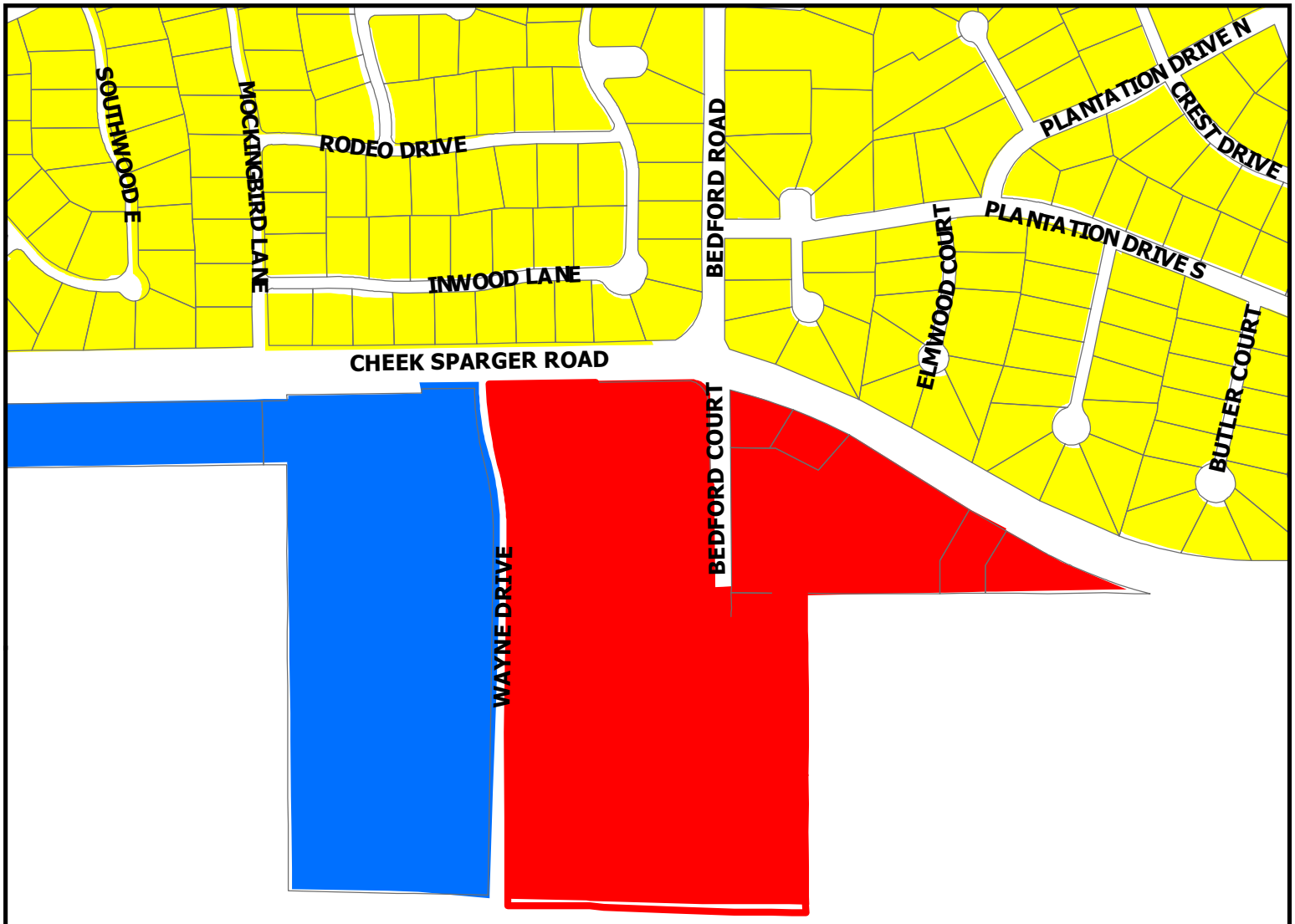
Subject Property

# Future Land Use Map

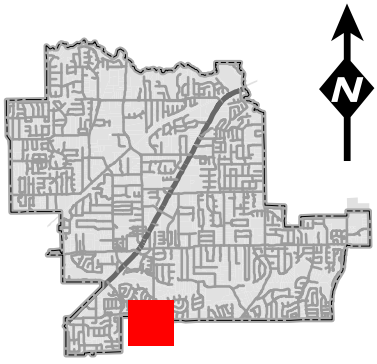



CITY OF COLLEYVILLE TEXAS

## ZC21-037

### 913 Cheek-Sparger Road

- Subject Property
- Residential
- Commercial
- Institutional

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Forefront Living Colleyville Senior Community PUD Text

December 13, 2021

1. GENERAL

a. The purpose of this Planned Unit Development is for the development of a senior housing community on the 18.45-acre tract located on the southeast corner of Cheek-Sparger Road and Wayne Drive with combination of independent living, assisted living, and memory care.

b This facility shall be licensed as a Type A and/or Type B Assisted Living Center by the Texas Department of Aging and Disability Services as required by the Assisted Living Facility Licensing Act. Proof of such licensing shall be required prior to the issuance of a Certificate of Occupancy for this property.

c. This property is subject to all the regulations contained in the Land Development Code, except where amended by this Ordinance.

2. PERMITTED LAND USES

a. Type" A" and Type "B" assisted living facilities are permitted with a maximum of 44 units for assisted living uses and a maximum of 30 beds for memory care uses, as depicted in Site Plan Exhibit "D".

b. A maximum of 164 independent living units are permitted as depicted in Site Plan Exhibit "D".

c. All residential units permitted by this PUD shall only be occupied by persons who are age 55 or older per the requirements of the United States Department of Housing and Urban Development.

d. All accessory buildings and uses, customarily incidental to the above uses on the same lot within.

3. HOURS OF OPERATION

a. Deliveries to the facility for food service and general delivery will be restricted to 7: 00 a.m. to 6:00 p.m. daily.

4. CONCEPTUAL PLAN AND PLATTING

a. The development shall be generally consistent with Site Plan Exhibit" D", which shall not be considered the preliminary plat. Minor adjustments, such as building articulations, shall be permitted. Other modifications, which do not change the use or increase the density, may be approved administratively by the staff.

b. The developer shall submit, and receive approval from the City of Colleyville, a replat in accordance with the requirements of the Land Development Code prior to development of

this PUD-C.

5. BUILD1NGS

a. Building elevations shall be consistent with the elevations shown on Exhibit" E".

b. All buildings allowed for this development shall not exceed three stories in height and 45 feet.

d. There shall be a 50-foot building setback along Cheek-Sparger Road. Otherwise, all building setbacks shall comply with minimum requirements of the Land Development Code.

e. The cumulative exterior walls of the buildings in this development shall be a minimum of 50 percent masonry. Masonry, for the purposes of this PUD, shall be defined as including: brick, stone, cast stone, simulated stone, faux stone, thin veneered thin-set stone, concrete block, and three coat plaster/stucco. Other wall surface materials may include cementitious siding or ACM (aluminum composite material) panels.

f. All buildings shall, at a minimum, meet the provisions of Chapter 6-Building Design in the Land Development Code.

6. OPEN SPACE

a. This development shall provide a minimum of 50 percent common open space, as shown on Site Plan Exhibit "D" and all open space areas shall be landscaped and maintained by the property owner. Open space may include detention or retention ponds.

b. All landscaping shall comply with Chapter 4-Landscaping in the Land Development Code.

7. SIDEWALKS

a. The sidewalk along Cheek-Sparger Road and Wayne Drive must be at least five (5) feet wide. The sidewalks must be installed when any new structures are built on the property.

8. PARKING AND ACCESS

a. This development shall be allowed to have a minimum of 330 parking spaces.

b. All parking shall be mutually accessible and available across all uses within this development.

c. As depicted on Site Plan Exhibit "D", a 26-foot public access and fire lane easement shall be located within the development such that it connects Wayne Drive at the southern terminus of the Bedford Court right-of-way boundary. Said easement shall be included on

the final plat for the subject property.

9. LIGHTING

a. All lighting shall be directed away from adjacent residential properties. Illumination from light poles shall not exceed 0.5 foot-candles as measured from any portion of the property line.

10. FENCING

a. An eight (8) foot precast concrete or masonry fence, with other materials allowed as necessary to protect trees or as needed regarding other considerations, shall be constructed along the south and east property lines adjacent to the existing residential uses located in the City of Bedford.

b. Any decorative stone walls throughout the property shall be no more than 42 inches in height.

11. SIGNAGE

a. All monument signs shall meet the minimum requirements of the Land Development Code.

12. DUMPSTER, COMPACTOR AND GENERATOR ENCLOSURES

a. Any dumpsters, compactors or generators located in the development shall be enclosed in a structure that shall be a minimum of eight (8) feet in height and composed of masonry materials.

b. All requirements of the Land Development Code shall be met, except where amended herein.

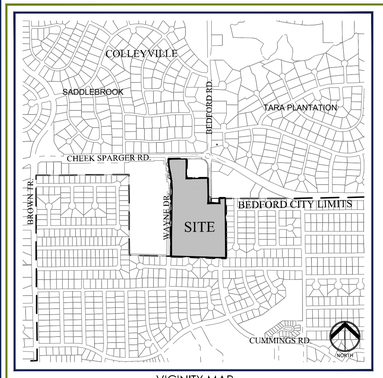
13. PUBLIC IMPROVEMENTS

a. In lieu of constructing any required perimeter street improvements, the developer shall construct the following roadway improvements: a right-turn only lane to northbound Wayne Drive where it intersects Cheek-Sparger Road.

b. Additionally, the developer shall pay a one-time Special Roadway Impact Fee to the City which shall be utilized by the City for the construction of a roundabout at the intersection of Cheek – Sparger Road and Bedford Road/Court.

c. Given the requirements of Section “b” above, prior to the acceptance of any plat applications as required by this ordinance, the developer shall submit a revised City/Developer Agreement (CDA) for an approval by the City Council that, at a minimum, addresses the following areas:

(1) City shall be responsible for all of the design, contracting, construction, right-of-way acquisition, landscaping and ongoing maintenance for the roundabout at the intersection of Cheek Sparger and Bedford Road/Court.
(2) Establish the total amount of the Special Roadway Impact Fee to be paid from the developer to the City.
(3) Timing of the payment of the Special Roadway Impact Fee to the City for the roundabout shall be at the issuance or receipt of the building permit.
(4) City shall complete the roundabout improvements within 3 years of the payment of the Special Roadway Impact Fee.
(5) Any change to the terms of this section shall require an amendment to this ordinance.




VICINITY MAP

| Site Summary | | |
|---|---|---|
| Site Area | 18.45 AC. | 803,682 SF. |
| Building Footprint | 194,307 SF. | 24.2% |
| | | |
| Paved Surfaces (Parking & Drive) | 3.16 AC. | 137,689 SF. |
| | | |
| Open Space (Includes Detention) | 9.23 AC. | 50.0% |
| Detention Area | 5.32 AC. | 28.7% |
| | | |
| Independent Living Units | 164 Units | 272,859 SF. |
| Assisted Living Units | 44 Units | 36,981 SF. |
| Memory Support Units | 30 Units | 14,405 SF. |
| Total Senior Living Units | 260 Units | 316,601 SF. |
| Common Area & Back of House | | 32,783 SF. |
| Total Building Sf. | | 357,028 SF. |
| | | |
| Required Parking Spaces | 208 | |
| Covered Parking Spaces | 144 | |
| Surface Parking Spaces | 158 | |
| Garage Parking Spaces | 20 | |
| Future Parking Spaces | 45 | |
| Total Parking Spaces | 367 | 122 Extra |

TARA PLANTATION
SINGLE FAMILY
RESIDENTIAL

ZONED
PUD-R

FUTURE
ROUNDABOUT

BEDFORD CT.

KID'S KAMPUS
PRE-SCHOOL / PRE-K

ZONED
CC-1

CHEEK SPARGER RD.

SADDLEBROOK
SINGLE FAMILY
RESIDENTIAL

ZONED
PUD-R

TARA VILLAGE RETAIL &
OFFICE SHOPPING CENTER

ZONED
CC-1

COLLEYVILLE CITY LIMITS
BEDFORD CITY LIMITS

SINGLE FAMILY
RESIDENTIAL

ZONED
R9

BEDFORD CITY LIMITS
COLLEYVILLE CITY LIMITS

S00°28'47"E 829.69'

8' MASONRY FENCE

20' LANDSCAPE BUFFER
25' BUILDING SETBACK

CUMMINGS DR.

DETENTION
AREA

EXISTING
CELL
TOWER

N09°33'35"E 69.63'

DETENTION
AREA
5.32 AC.

8' MASONRY FENCE

8' MASONRY FENCE

S00°44'05"E 320.83'

5' SIDEWALK

50'

R = 105.00'
L = 31.31'

ACCESS
DRIVE

INDEPENDENT
LIVING UNITS
(2 STORY)

INDEPENDENT
LIVING UNITS
(2 STORY)

COURTYARD
FOUR
(Amenity
Courtyard)

COURTYARD
FIVE
(Amenity
Courtyard)

SERVICE
YARD

TRASH
COMPACTOR

EMERGENCY
GENERATOR

FUTURE
BUILDING
EXPANSION

8' WALL

10' WALL

SERVICE /
BACK
OF HOUSE

INDEPENDENT
LIVING UNITS
(3 STORY)

MEMORY
SUPPORT
UNITS
(1 STORY)

COURTYARD
ONE
(Required
Wander court)

PROPOSED ZONING
PUD SENIOR LIVING

EXISTING ZONING
PUD COMMERCIAL
/ SENIOR LIVING

COMMON
AREA
(1 STORY)

COURTYARD
TWO
(Amenity
Courtyard)

COURTYARD
THREE
(Amenity
Courtyard)

N89°54'30"E 761.55'

245'

181'

BEDFORD HEIGHTS
SINGLE FAMILY RESIDENTIAL

ZONED
PUD

N89°54'30"W 301.30'

S00°36'05"W 275.00'

COVERED
PARKING, TYP.

25' BUILDING SETBACK
20' LANDSCAPE BUFFER

FUTURE
PARKING
EXPANSION

ASSISTED
LIVING UNITS
(2 STORY)

FUTURE
BUILDING
EXPANSION

ARRIVAL
COURT

INDEPENDENT
LIVING UNITS
(2 STORY)

DETENTION
AREA

N89°11'03"E 245.19'

50' BUILDING SETBACK

40' BUILDING SETBACK

MONUMENT
SIGN

ACCESS
DRIVE

ACCESS
DRIVE

ACCESS
DRIVE

N00°47'50"E 952.40'

N00°46'12"W
25.00'

NEW RIGHT
TURN LANE

R = 646.64'
L = 142.40'

N13°35'31"W
29.90'

R = 834.76'
L = 205.87'

WAYNE DR.

5' SIDEWALK

68'

COVENANT CHRISTIAN ACADEMY
PRIVATE SCHOOL

ZONED
PUD-C

COLLEYVILLE CITY LIMITS
BEDFORD CITY LIMITS

LEGEND

- OPEN SPACE / LANDSCAPE AREA
- 26' EMERGENCY ACCESS
- SECOND STORY
- THIRD STORY
- FUTURE PHASE
- EXISTING TREE PROPOSED TO REMAIN
- PROPOSED TREE

NOTES:

1. 18.45 acres platted as Heritage Farms, Block A, Lot 1.
2. **No FEMA 100 Year Floodplain on this property or on the Cheek Sparger right of way.**
3. Parking Spaces are 9' x 18'.
4. Detailed landscaping and planting plans will be prepared with final construction plans for many open space/landscape areas. This includes foundation plantings, courtyard areas and along Wayne Drive to screen parking.

NORTH

GRAPHIC SCALE

0 50 100

1 inch = 50'


OWNER:
Forefront Living
12467 Merit Drive
Dallas, TX 75251

DEVELOPER:
Greystone Communities
225 E. John Carpenter Frwy, Ste 700
Irving, TX 75062

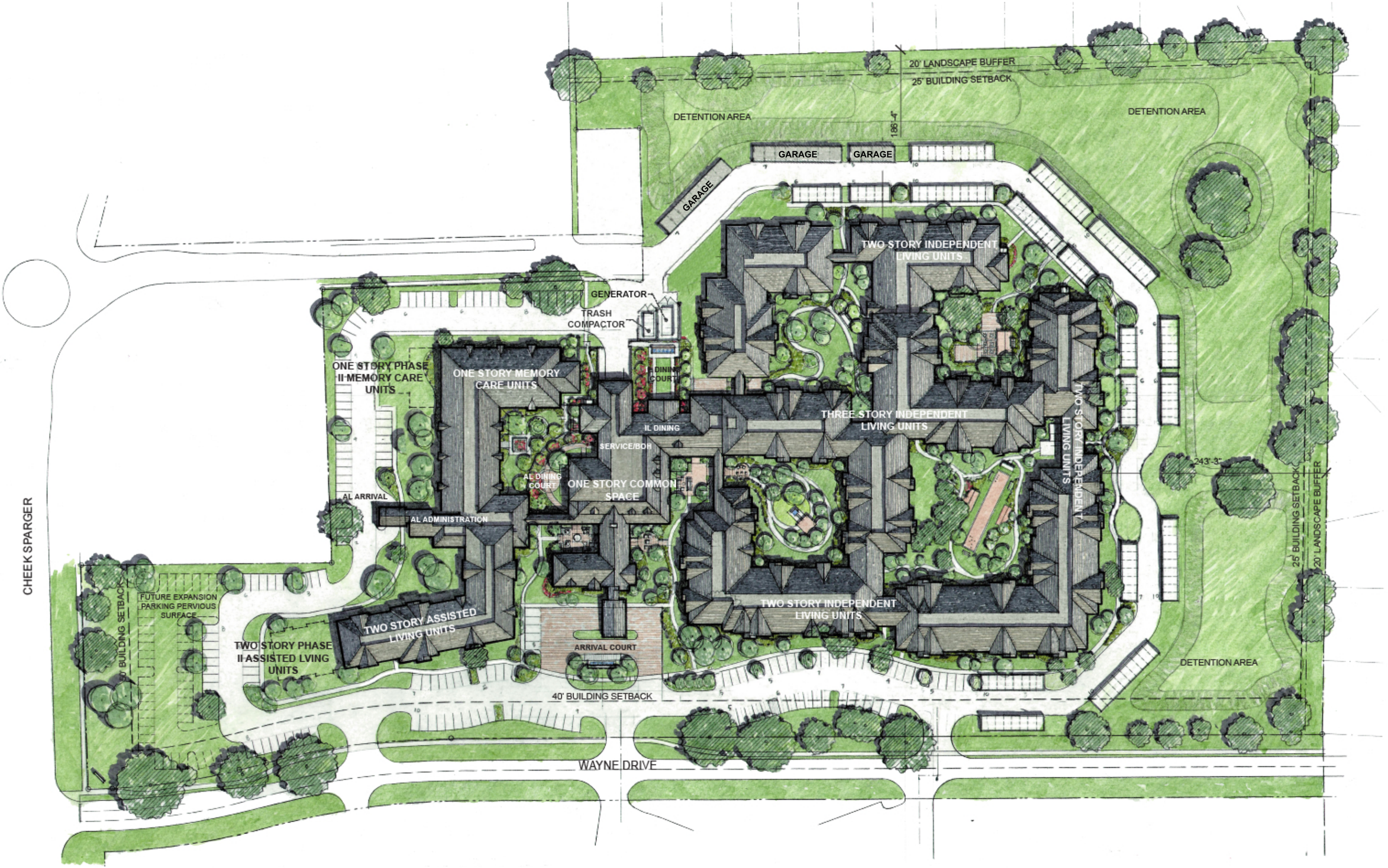
ENGINEER/PLANNER:
DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
TX REG. # F-11149


# MASTER PLAN
# for
# FOREFRONT LIVING
# SENIOR COMMUNITY

November 12, 2021

PUD Site Plan for Senior Living PUD
Zoning Amendment

PLOTTED BY: Jared Moody ON: Friday, November 12, 2021 AT: 10:29 AM FILEPATH: C:\Production\000\001\160\001\PLAN\PD Site Plan\PD SITE PLAN.dwg




site plan - conceptual

Scale: 1"=100'-0"

N

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# FFL Senior Living Colleyville

Colleyville, Texas

Independent Living - Rendered Elevation

© three 2021
oct 4, 2021

# FFL Senior Living Colleyville

Colleyville, Texas

Assisted Living - Rendered Elevation

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# FFL Senior Living Colleyville

Colleyville, Texas

Commons - Rendered Elevation

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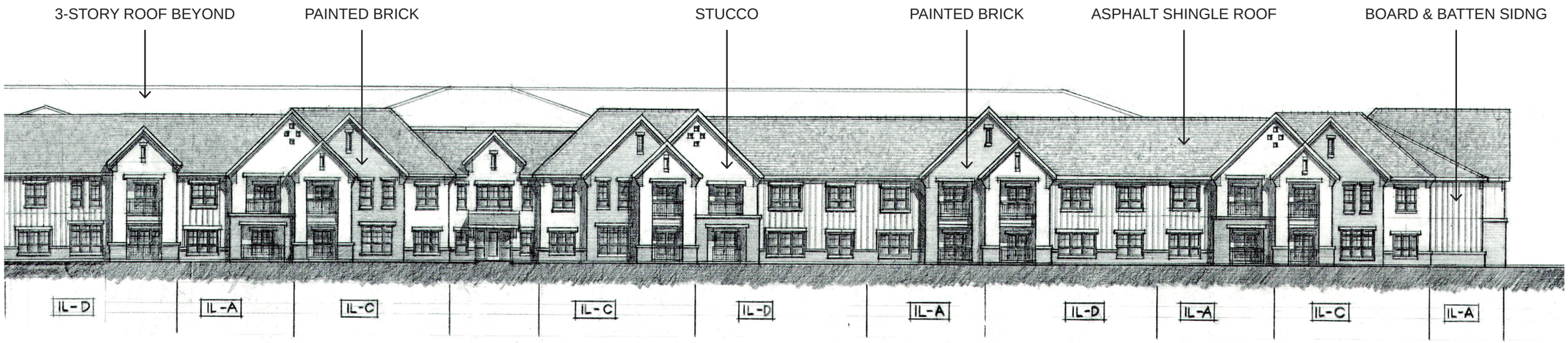


Scale: 3/64”=1’-0”

# Independent Living - Conceptual Elevation

Scale: 1/64”=1’-0”

FFL Senior Living Colleyville

Colleyville, Texas

three *design that lifts the human spirit*

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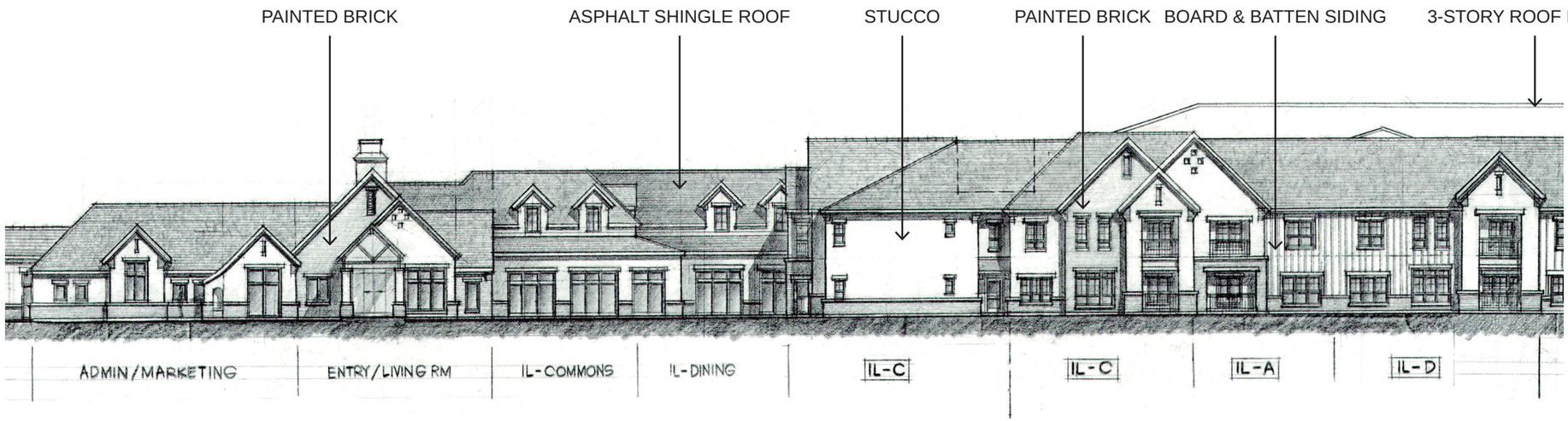


Scale: 3/64”=1’-0”

## Entry/Community Commons - Conceptual Elevation

Scale: 1/64”=1’-0”

FFL Senior Living Colleyville
Colleyville, Texas

three design that lifts the human spirit

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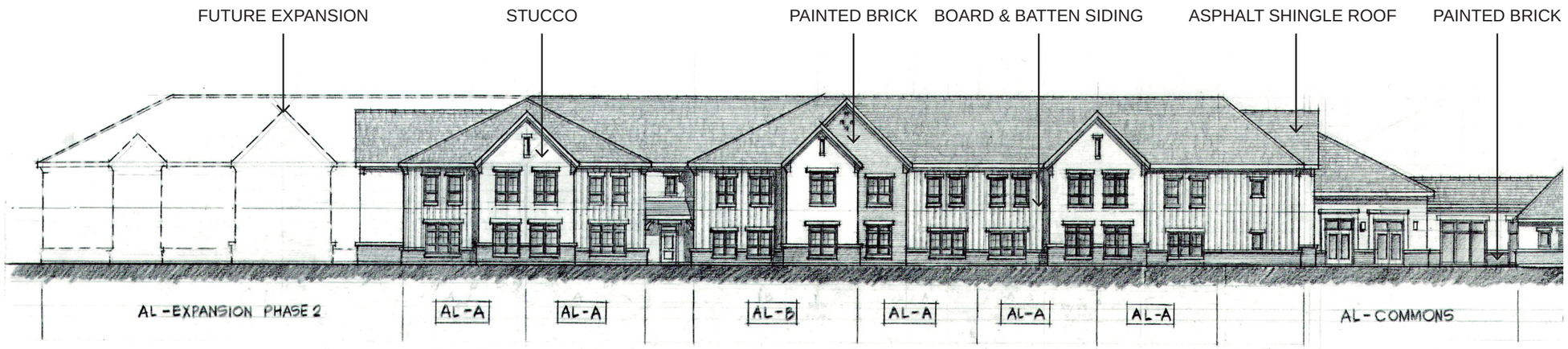


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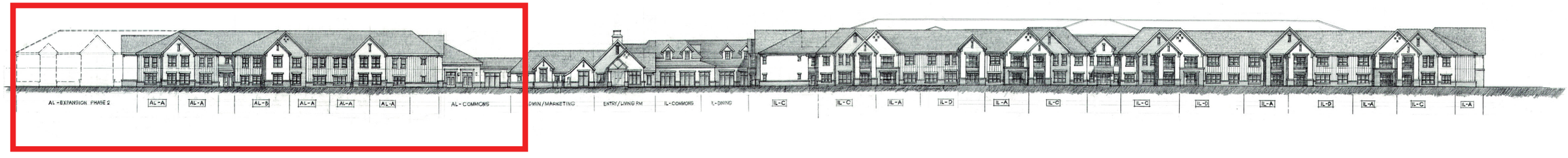
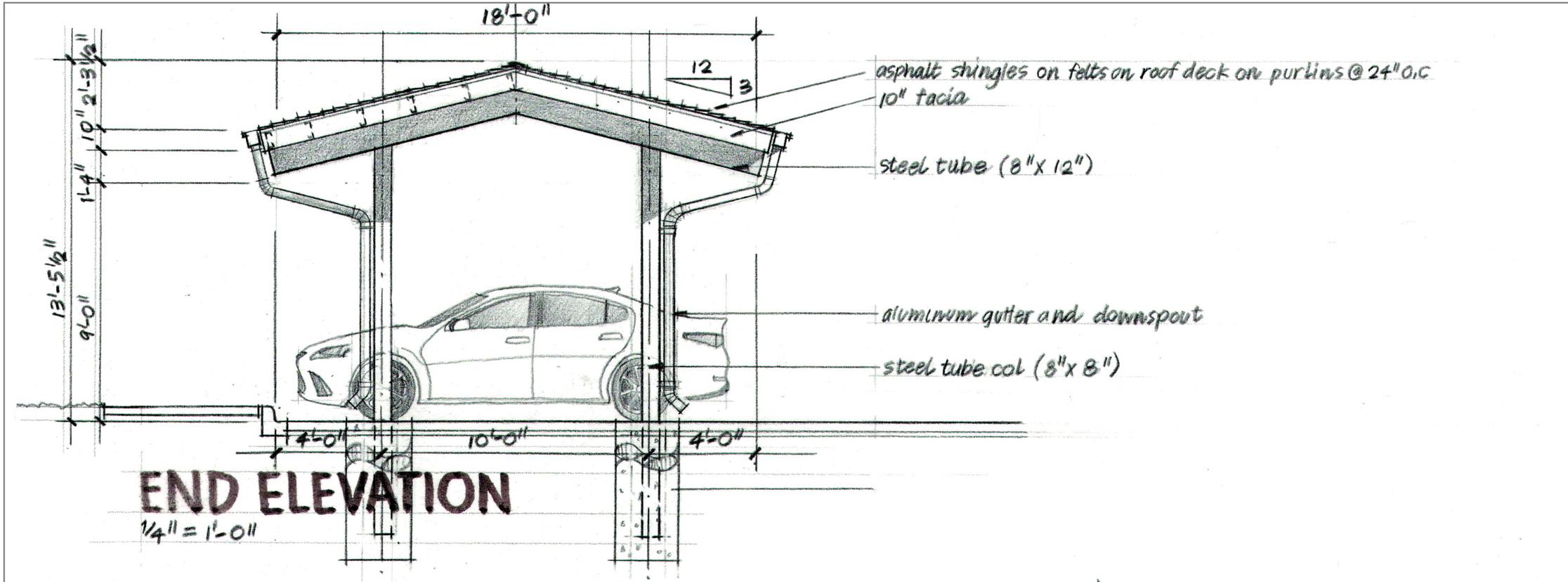



## Assisted Living - Conceptual Elevation

Scale: 1/64”=1’-0”

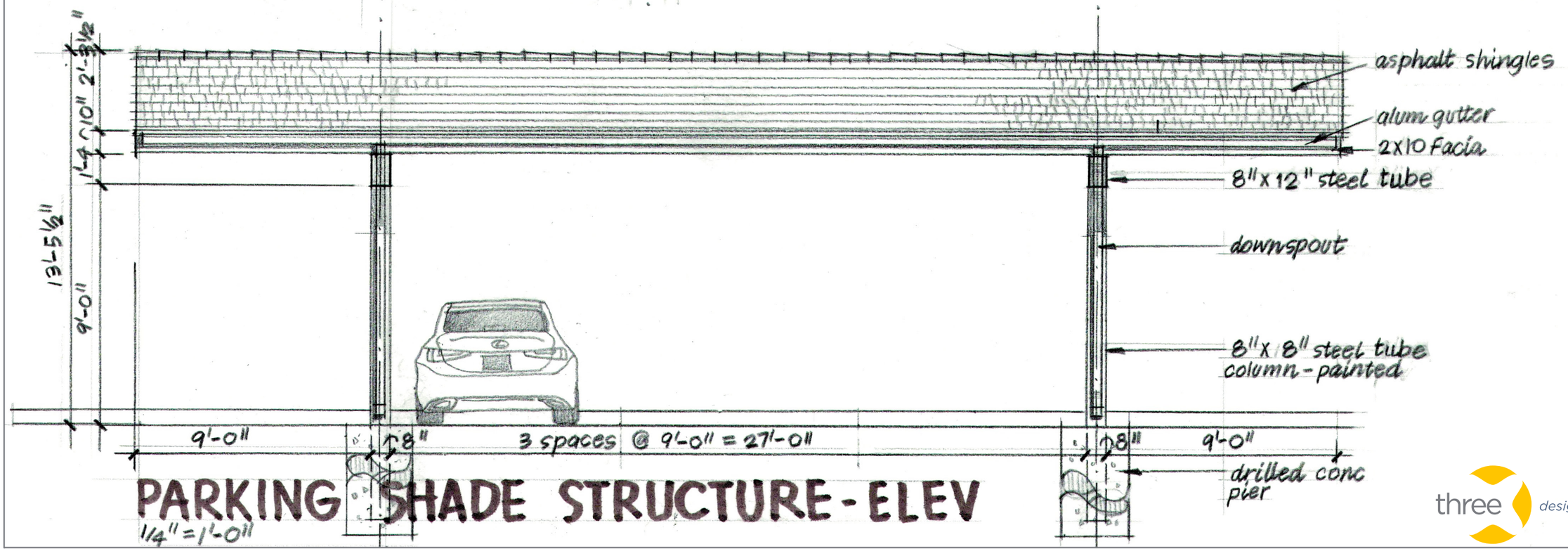
FFL Senior Living Colleyville
Colleyville, Texas

three *design that lifts the human spirit*




## END ELEVATION

1/4" = 1'-0"




## PARKING SHADE STRUCTURE - ELEV

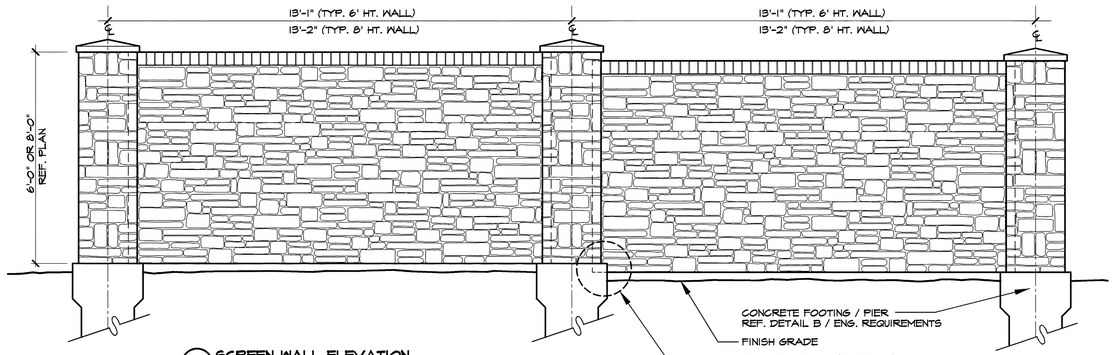
1/4" = 1'-0"

© three 2021
oct 4, 2021

FFL Senior Living Colleyville

Colleyville, Texas

three design that lifts the human spirit




A SCREEN WALL ELEVATION
SCALE: 1/2" = 1'-0"

**GEOTECHNICAL INFORMATION:**

TEST PREPARED BY: _____

REPORT NUMBER: _____

DATE PREPARED: _____

**PIER SPECIFICATIONS:**

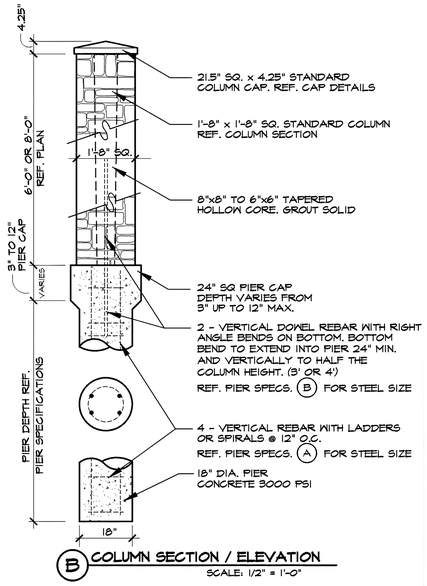
18" DIAMETER PIER _____ FT. DEEP OR 2' INTO BEDROCK WHICH EVER COMES FIRST

CONCRETE 3000 PSI @ 28 DAYS, STEEL 60 KSI

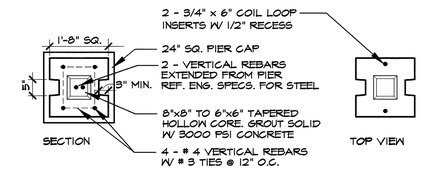
(A) (4) # _____ VERTICAL REBAR

# _____ SPIRALS OR LADDERS @ 12" O.C.

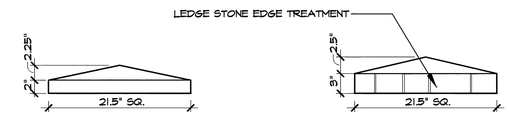
(B) (2) # _____ VERTICAL DOWEL - 24" INTO PIER W/ RIGHT ANGLES, 36" MIN. INTO 6' COLUMN, 48" MIN INTO 8' COLUMN




B COLUMN SECTION / ELEVATION
SCALE: 1/2" = 1'-0"




C TYPICAL COLUMN SECTION / TOP COIL LOOP INSERT
SCALE: 1/2" = 1'-0"




D TYPICAL COLUMN CAPS
SCALE: N.T.S.

## SPECIFICATIONS AND NOTES:

### GENERAL NOTES:

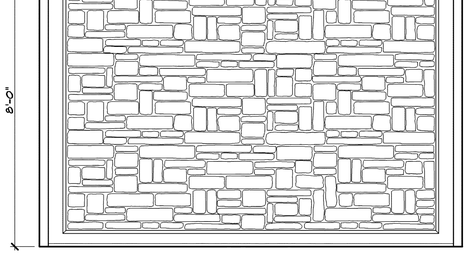
1. PRODUCT TO BE MANUFACTURED BY HAWK CONSTRUCTION.
2. SCREENING WALL IS TO BE CONSTRUCTED ENTIRELY ON THE PROJECT PROPERTY.
3. COLOR: TO ACHIEVE THE FINAL EFFECT OF REAL STONE, VERTI-CRETE WALLS ARE COLORED WITH A WATER-BASED ACRYLIC STRUCTURAL CONCRETE PAINT DESIGNED FOR SUPERIOR PENETRATION. THE PAINT IS SPECIFICALLY FORMULATED TO ENSURE MOISTURE PROOFING, COLOR STABILITY, AND ULTRAVIOLET RESISTANCE.

### CONCRETE:

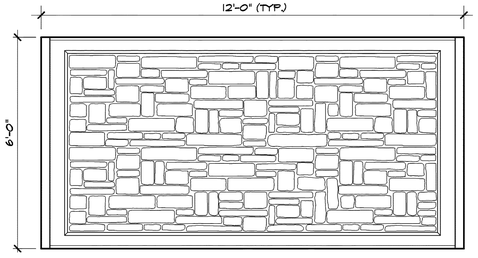
1. CONCRETE MATERIALS:
   - A. CONCRETE SHALL BE NORMAL WEIGHT CONCRETE HAVING SAND AND GRAVEL OR CRUSHED STONE AGGREGATE. MIXED WITH ASTM-C150, TYPE I OR III PORTLAND CEMENT TO MEET THE MINIMUM COMPRESSIVE STRENGTH AS FOLLOWS:
     - PANELS & POST: 4000 PSI @ 28 DAYS.
     - FOOTINGS & PIERS: 3000 PSI @ 28 DAYS.
   - B. WATER USED FOR CONCRETE SHALL BE CLEAN WATER AND FREE FROM CONTAMINANTS SUCH AS OILS, ACIDS, ALKALITES, ORGANICS OR OTHER HARMFUL SUBSTANCES.
   - C. ALL CONCRETE PERMANENTLY EXPOSED TO THE WEATHER SHALL CONTAIN AN AIR-ENTRAINING ADMIXTURE RESULTING IN 3 TO 6 PERCENT ENTRAINED AIR OR AS RECOMMENDED BY THE MANUFACTURER OR SPECIFIED BY THE CONTRACTOR.
2. CONCRETE WORKMANSHIP:
   - A. FRESH POURED CONCRETE SHALL BE TAMPED INTO PLACE USING STEEL RAMMER, SLICING TOOLS, OR MECHANICAL VIBRATOR, UNTIL CONCRETE IS THOROUGHLY COMPACT AND WITHOUT VOID.
   - B. EXCAVATION FOR FOOTING SHALL BE ON UNDISTURBED SOIL OR TO THE DEPTH NOTED ON THE DRAWINGS. LEAVE THE BOTTOM BEARING SURFACE CLEAN AND SMOOTH. IF THE FOOTING EXCAVATIONS ARE MADE DEEPER THAN INTENDED, ONLY CONCRETE SHALL BE USED FOR FILL. REMOVE ALL LOOSE MATERIAL FROM EXCAVATIONS PROIR TO CONCRETE POUR.

### REINFORCEMENT:

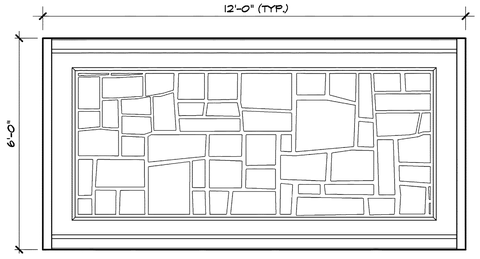
1. REINFORCING MATERIALS:
   - A. DEFORMED TYPE BARS SHALL CONFORM TO ASTM-A 615, GRADE 60 PLACED AS SHOWN ON THE DRAWINGS.
   - B. STEEL REINFORCING WIRE SHALL MEET U.S. STEEL WIRE GAUGE, ASTM-A 82. fy = 60,000 PSI MIN.
   - C. ALL TIES AND STIRRUPS SHALL CONFORM TO THE REQUIREMENTS OF ASTM-A 615, GRADE 40.
2. REINFORCING WORKMANSHIP:
   - A. REINFORCEMENT STEEL SHALL BE FABRICATED IN ACCORDANCE WITH THE CRSI STANDARD DETAIL. REINFORCING BARS SHALL BE COLD BENT ONLY. USE OF HEAT TO BEND REINFORCEMENT STEEL SHALL BE CAUSE FOR REJECTION.
   - B. REINFORCEMENT STEEL BARS AND WIRE FABRIC SHALL BE THOROUGHLY CLEANED BEFORE PLACEMENT AND SHALL BE ACCURATELY POSITIONED AND SECURED IN PLACE. NO BRICKS, PIPES OR POROUS MATERIALS MAY BE USED TO SUPPORT THE STEEL OFF THE GROUND.
   - C. INSTALL ALL REINFORCEMENT WITH THE FOLLOWING CLEARANCE BETWEEN REINFORCING STEEL AND FACE OF CONCRETE:
     1. FOOTING, PIER OR BEAM BOTTOM (3")
     2. EARTH FORMED PIER OR BEAM SIDE (2")
     3. FORMED FOOTING, PIER OR BEAM SIDES, EXPOSED (1")
     4. PRECAST PANELS EXPOSED TO WEATHER (3/4")
     5. PRECAST POSTS EXPOSED TO WEATHER (1 1/4")
   - D. SPLICES WITHIN CONTINUOUS UNSCHEDULED REINFORCING STEEL SHALL HAVE A MINIMUM LAP OF 30 BAR DIAMETERS.



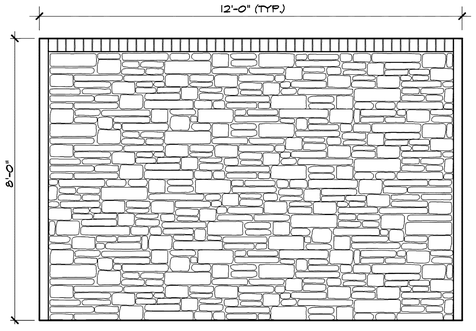

E ASHLAR 8'-0" WALL PANEL
SCALE: 1/2" = 1'-0"



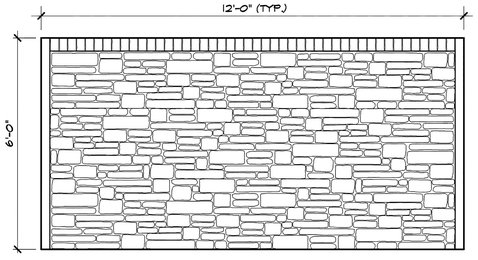

F ASHLAR 6'-0" WALL PANEL
SCALE: 1/2" = 1'-0"



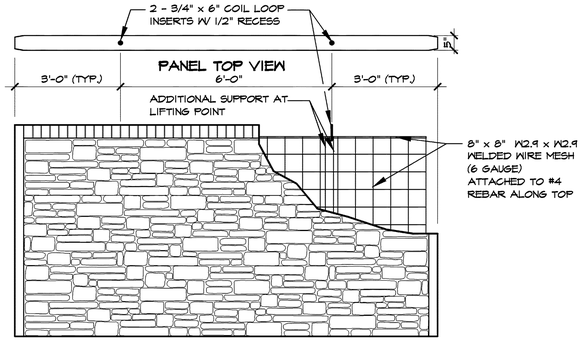

G DRY STACK 6'-0" WALL PANEL
SCALE: 1/2" = 1'-0"




H LEDGE STONE 8'-0" WALL PANEL
SCALE: 1/2" = 1'-0"




I LEDGE STONE 6'-0" WALL PANEL
SCALE: 1/2" = 1'-0"




J TYPICAL WALL PANEL DETAIL
SCALE: 1/2" = 1'-0"

HAWK CONSTRUCTION
5002 HIGHWAY 380 PRINCETON, TEXAS 75407
VOICE: 972-547-6652 FAX: 972-542-0201
WEB SITE: WWW.HAWKCONST.COM

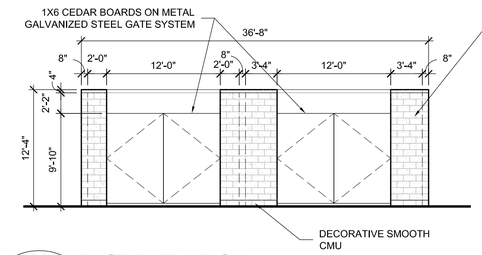
Project:

FOREFRONT LIVING
SENIOR COMMUNITY
COLLEYVILLE

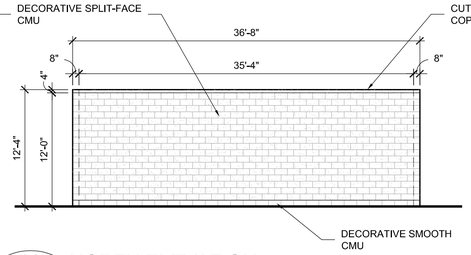
VERTI - CRETE
PRECAST
SCREEN WALLS DETAILS

Sheet Number:
S1.0

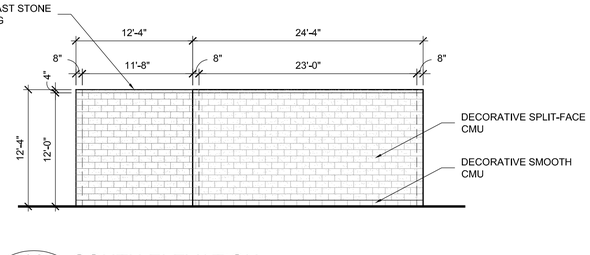
H:\GRUBBSDES\GN\1010 WALLDETAILS\HAWKDETAILS.dwg Wed Jun 30 09:38:45 2010 GRI



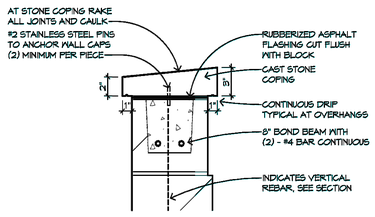

03 EAST ELEVATION
SCALE: 1/8" = 1'-0"



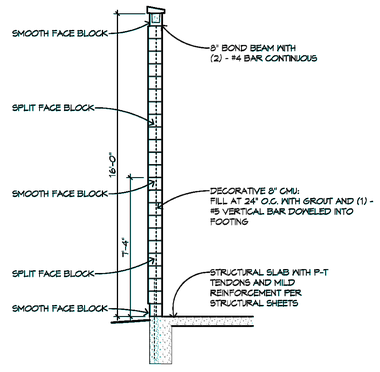

03 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



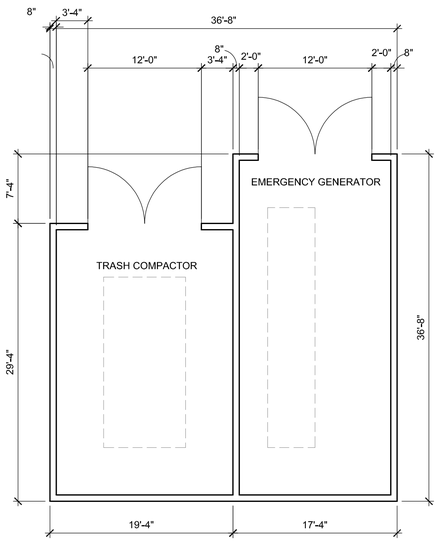

02 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"




04 COPING DETAIL
SCALE: 3" = 1'-0"




04 WALL SECTION
SCALE: 1/4" = 1'-0"




01 TRASH / EMG. GENERATOR PLAN
SCALE: 1/8" = 1'-0"

# PROJECT COMPARISON MATRIX

| | Existing PD | Proposed PD |
|---|---|---|
| **Land size w/o cell tower** | 18.45 acres | 18.45 acres |
| **Ownership type** | For profit | Nonprofit |
| **Operational model** | Rental, Fee for Service | Entrance Fee, Continuing Care Retirement Community |
| **Other uses** | Retail/office use | Retirement community only |
| **Levels of care** | Independent Living, Assisted Living and Memory Support | Independent Living, Assisted Living and Memory Support |
| **Total unit count** | 281 units | 238 Units |
| **Independent Living units** | 162 | 164 |
| **Assisted Living units** | 74 | 44 (Phase I: 32; Phase II: 12) |
| **Memory Support units** | 45 | 30 (Phase I: 24; Phase II: 6) |
| **Independent Living unit sizes** | 625 SF - 1,200 SF | 885 SF – 1,950 SF |
| **(Range and averages)** | 903 SF average | 1,243 SF average |
| **Number of stories** | 2 1/2 | 2 with 3 story IL spine* |
| **Total project size** | 321,500 SF | 350,000 (Phase I) |
| **Distance from building to East property line** | 237' | 186' |
| **Distance from building to South property line** | 175' | 243' |
| **Total parking spaces** | 282 (330 max including retail/office) | 367 (Phase I: 322, Phase II: 45) |

*Same finish floor elevation as existing PD

## Forefront Living EMS Call Worksheet

| Community | Location | Total Unit Count | Independent Living Units (% of Total Units) | Annual EMS Counts | Monthly EMS Counts | Annual EMS Counts per Unit |
|---|---|---|---|---|---|---|
| The Barrington at Carmel | Carmel, IN | 271 | 141 (52%) | 168 | 14.00 | 0.62 |
| Aberdeen Heights | Kirkwood, MO | 326 | 243 (75%) | 208 | 17.33 | 0.64 |
| Edgewater | West Des Moines, IA | 239 | 151 (63%) | 160 | 13.30 | 0.67 |
| Terraces of Boise | Boise, ID | 273 | 161 (59%) | 62 | 5.17 | 0.23 |
| The Terraces at Bonita Springs | Bonita Springs, FL | 251 | 144 (57%) | 95 | 7.90 | 0.38 |
| The Stayton at Museum Way | Ft. Worth, TX | 296 | 189 (64%) | 151 | 12.58 | 0.51 |
| MRC Mirador | Corpus Christi, TX | 228 | 125 (55%) | 84 | 7.00 | 0.37 |
| Legacy at Willow Bend | Plano, TX | 233 | 106 (45%) | 159 | 13.21 | 0.68 |
| MRC Crestview | Bryan, TX | 205 | 91 (44%) | 183 | 15.25 | 0.89 |
| MRC The Crossings | League City, TX | 224 | 116 (52%) | 30 | 2.50 | 0.13 |
| Santa Marta | Olathe, KS | 280 | 162 (58%) | 177 | 14.75 | 0.63 |
| El Castillo | Santa Fe | 176 | 116 (65%) | 110 | 9.17 | 0.63 |
| MRC Pine Crest | Lufkin, TX | 232 | 119 (51%) | 103 | 8.58 | 0.44 |
| ***Community Averages*** | | ***249*** | ***143 (57%)*** | ***130*** | ***10.83*** | ***0.52*** |
| **Forefront Living Colleyville - Projected** (Unit Adjusted Range) | **Colleyville** | 238 | 164 (69%) | 31.9 - 212.5 | 2.7 - 17.7 | .13 - .89 |
| **Forefront Living Colleyville - Projected** (Based Upon Annual Averages) | **Colleyville** | **238** | **164 (69%)** | **124** | **10.36** | **0.52** |
| **Forefront Living Colleyville- Projected** (Based Upon Median Values) | **Colleyville** | **238** | **164 (69%)** | **148** | **12.30** | **0.62** |

| | |
|---|---|
| Low End of Range (annual) | 31.9 |
| High End of Range (annual) | 212.5 |
| Low End of Range (Monthly) | 2.7 |
| High End of Range (Monthly) | 17.7 |
| | 0.133928571 |
| | 0.892682927 |

# Preliminary Drainage Analysis

FOR

# Forefront Living Senior Community

## (18.5-acre tract)

LOCATED ON

## 913 Cheek-Sparger Road

IN THE

## CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

PREPARED FOR:

**Forefront Living Colleyville Community**
12467 Merit Drive
Dallas, TX 75251

PREPARED BY:

10/01/21

DUNAWAY

550 Bailey Avenue, Suite 400, Fort Worth, Texas 76107
Phone 817.335.1121, Fax 817.335.7437r

**October 1, 2021**

# Table of Contents

***Background*** ..... ***2***

***Hydrology*** ..... ***2***

***Hydraulics*** ..... ***3***

***Conclusions*** ..... ***4***

***Appendices*** ..... ***6***

## Background

Dunaway Associates L.P. (Dunaway) performed this preliminary drainage analysis to assess hydrologic and hydraulic impacts of the proposed senior living development at 913 Cheek-Sparger Road, between Wayne Dr. and Bedford Ct. in Colleyville, TX for Forefront Living and Greystone Communities. The analysis examines drainage runoff for pre-project and post-project conditions to evaluate the need for runoff mitigation and/or detention storage in compliance with the City of Colleyville Land Development Code, and according to standard engineering analysis procedures.

## Hydrology

The approximately 18.5-acre tract is undeveloped, partially treed, and contains a small pond, drainage swales, and a drainage channel. The site receives public overland runoff from the cities of Bedford and Colleyville to a common discharge point (DP-2) which drains to a system of 2 parallel 66" RCP pipes that ultimately outfall north of Cheek-Sparger Road into an existing drainage channel.

According to the Land Development Code, a unit hydrograph calculation is required for drainage areas larger than 100 acres. Dunaway utilized the Bentley PondPack drainage modeling software to perform the Soil Conservation Service (SCS) method calculations.

The SCS method uses the Time of Concentration ($T_c$) to estimate the time required for water to flow from the most hydraulically remote point of the basin to the design point of interest. Section 1.2.4 of the NCTCOG Integrated Storm Water Management Technical Manual was referenced to calculate the travel times through the 5 different components for this analysis: sheet flow, shallow concentrated flow, street flow, pipe flow, and channel flow, Table 1.

Table 1. Time of Concentration Results Summary.

| Summary of Time of Concentration (Tc) | | |
|---|---|---|
| **Area ID** | **Existing** | **Proposed** |
| | **TOC (min)** | **TOC (min)** |
| A-1 | 15.0 | 15.0 |
| A-2 | 18.0 | 15.0 |
| A-3 | - | 15.0 |
| A-3 | - | 15.0 |
| O-1 | 19.4 | 0.0 |
| O-2 | 18.3 | 0.0 |
| O-3 | 13.2 | 0.0 |
| O-4 | 24.9 | 0.0 |
| O-5 | 10.4 | 0.0 |

Individual $T_c$ calculations are provided in the Appendix.

The curve number (CN) is used to represent the runoff potential of a given area using the SCS method. The CN is determined by land use and the type of hydrologic soil group. A land use zoning map for the cities of Bedford and Colleyville is included in the Appendix. Based on the aerial for the offsite areas, all off-site areas are assumed to be fully developed in the existing and proposed condition. Composite CN's were calculated for each drainage area since more than one soil type existed within these areas. Each CN value used in this analysis was obtained from Table 1.9 in the NCTCOG Integrated Storm Water Management Technical Manual. CN calculation results are shown in Table 2 while the full calculations and hydrologic soil group map are included in the Appendix.

Table 2. Curve Number Summary

| Summary of Existing and Proposed Curve Numbers | | | | | |
|---|---|---|---|---|---|
| **Basin No.** | Existing | Proposed | Existing | Proposed | Percent Increase |
| | **Size (AC)** | **Size (AC)** | **Curve No.** | **Curve No.** | **%** |
| A-1 | 5.2 | 4.15 | 67.0 | 86.7 | |
| A-2 | 16.3 | 8.38 | 77.7 | 84.5 | |
| A-3 | - | 5.74 | - | 79.7 | |
| A-4 | - | 3.23 | - | 84.9 | |
| **A (Site) Total** | **21.5** | **21.5** | **75.1** | **85.2** | **13.5%** |
| O-1 | 32.1 | 0.00 | 83.7 | 0.0 | 0.0% |
| O-2 | 37.5 | 0.00 | 80.8 | 0.0 | 0.0% |
| O-3 | 33.1 | 0.00 | 84.0 | 0.0 | 0.0% |
| **DP-1 Total** | **124.2** | **124.2** | **81.4** | **83.2** | **2.2%** |
| O-4 | 51.2 | 0.00 | 81.1 | 0.0 | 0.0% |
| O-5 | 2.2 | 0.00 | 92.0 | 0.0 | 0.0% |
| **DP-2 Total** | **177.6** | **177.6** | **814** | **82.7** | **1.5%** |

## Hydraulics

The SCS analysis was utilized to assess the existing downstream infrastructure and determine whether storm mitigation would be required. Through field inspection, DP-2 is a junction box/headwall structure with a 66" RCP entering from the west, a 66" orifice opening in the southern wall, a 66" RCP entering from the south, and two 66" RCPs exiting to the north. The double barrel 66" RCP lines discharge to the channel on the north side of Cheek-Sparger Road. Based on the existing entrance and exit flowline grades, a slope of 0.6%, with a Manning's roughness of 0.013 for concrete, and a full flow capacity of **520.2 cfs** was calculated.

In the current undeveloped condition, this system does not have the capacity to handle the public runoff draining to DP-2. The confluence of the existing public runoff to DP-2 creates a tail

water situation on the site. This tailwater condition causes water to overtop Bedford Court and drain into the curb inlet to the northeast.

A comparison between the pre- and post-development models demonstrates that a pond will be required to bring the post-development flows to match the existing flow condition at DP-2. Table 3 summarizes the results for the routing through the site un-detained.

Table 3. PondPack Routing Summary

| SCS Method - PondPack Routing Results Summary | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Existing Storm Event | | | | Proposed Storm Event | | | | Change | |
| Label | Return Event (years) | Hydrograph Volume (ac-ft) | Time to Peak (min) | Peak Flow ($ft^3/s$) | Return Event (years) | Hydrograph Volume (ac-ft) | Time to Peak (min) | Peak Flow ($ft^3/s$) | Hydrograph Volume (ac-ft) | Peak Flow ($ft^3/s$) |
| DP 2 | 100 | 105.126 | 724 | 1306.73 | 100 | 106.595 | 729 | 1155.26 | 1.469 | -151.47 |
| DP 2 | 50 | 84.361 | 724 | 1058.1 | 50 | 85.751 | 729.6 | 925.3 | 1.39 | -132.8 |
| DP 2 | 25 | 67.793 | 724 | 856.59 | 25 | 69.088 | 730.8 | 716.8 | 1.295 | -139.79 |
| DP 2 | 10 | 51.589 | 724.2 | 656.24 | 10 | 52.755 | 733.2 | 477.03 | 1.166 | -179.21 |
| DP 2 | 5 | 48.673 | 724.2 | 619.78 | 5 | 49.81 | 733.8 | 433.38 | 1.137 | -186.4 |
| DP 2 | 2 | 24.137 | 25.137 | 26.137 | 2 | 24.887 | 730.4 | 159.93 | 0.75 | 133.793 |

## Conclusions

Confirmation of the data at DP-2 shows that in the existing condition, anything stronger than a 5-year storm event causes the tailwater condition to occur and overtop Bedford Court. In the existing 100-year event, the flow rate at DP-2 prior to the subject property development is more than double the available capacity of the downstream receiving system.

The proposed site development results in a 1.8% increase in runoff in the 100 yr storm event. This increase in runoff will require an approximately 2-acre-ft pond to detain the 100-year storm event runoff back to conditions prior to the subject property's development. However, this analysis also demonstrates that the existing downstream system of 66" diameter pipes is currently undersized for the existing public off-site runoff. A series of detention ponds have been analyzed with project that results in a reduction in flows at DP-2 in the 100, 50, 25, 10, 5, and 2 year storm events. These ponds result in approximately 13 ac-ft of additional storage being added to the system. This results the aforementioned reductions in flow to the downstream system. These reductions in flow would still not alleviate the undersizing of the existing public system. It should also be noted that due to the amount of offsite flow being routed through these ponds, the design criteria of full drainage of detention ponds within 3 hours is not feasible. These ponds have also not been sized to provide 2 feet of sedimentation storage for all of the offsite drainage passing through.

The final sizing of the proposed detention ponds will be done during final engineering design such that the development does not result in the release of additional runoff from the site than what is currently being discharged in the existing condition.

# Appendices

Existing Drainage Area Map

Proposed Drainage Area Map

NRCS Web Soil Survey Map

Time of Concentration Tables

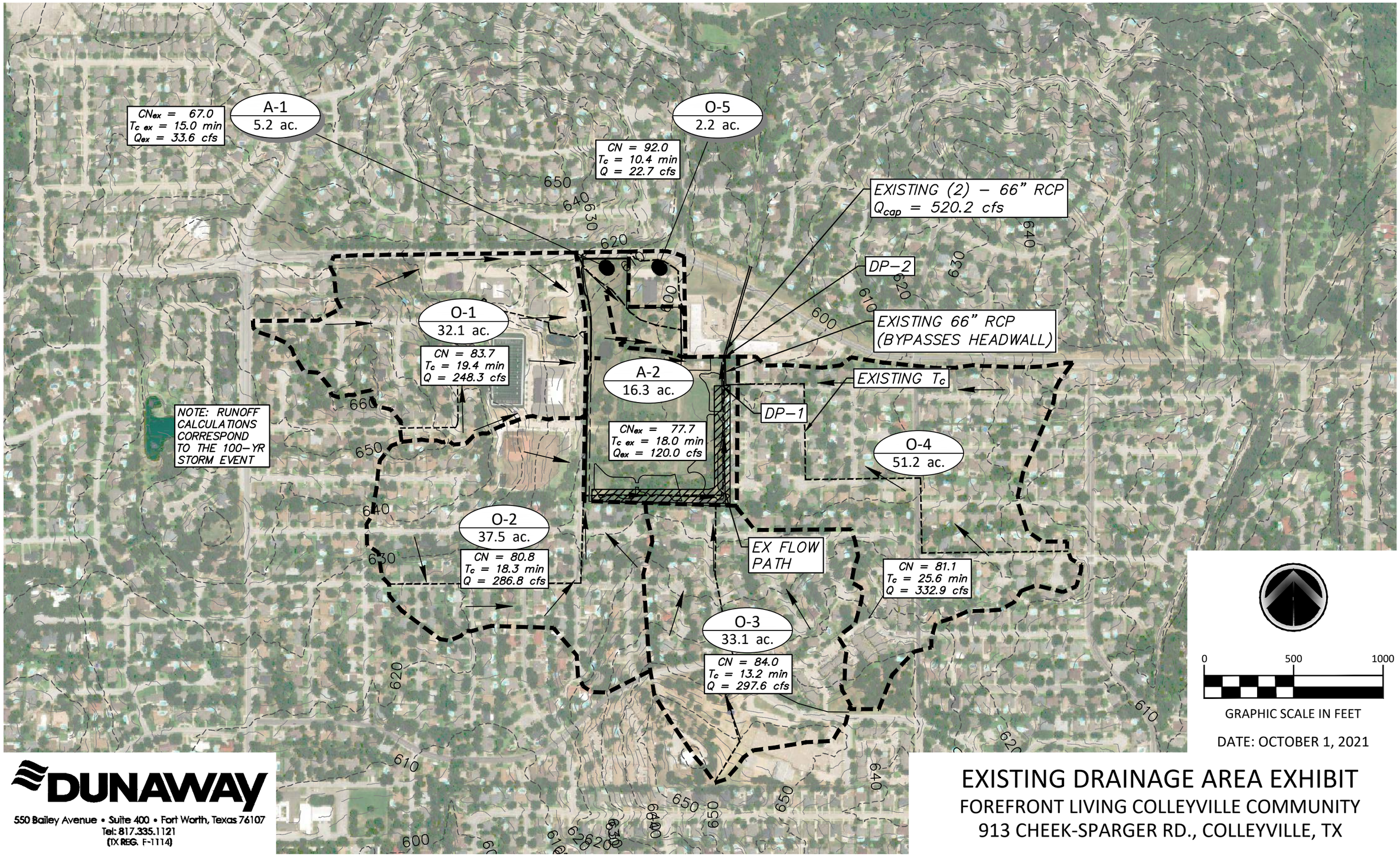
City of Bedford Land Use

City of Colleyville Land Use

Curve Numbers

PondPack Results

66” RCP Existing Pipe Output



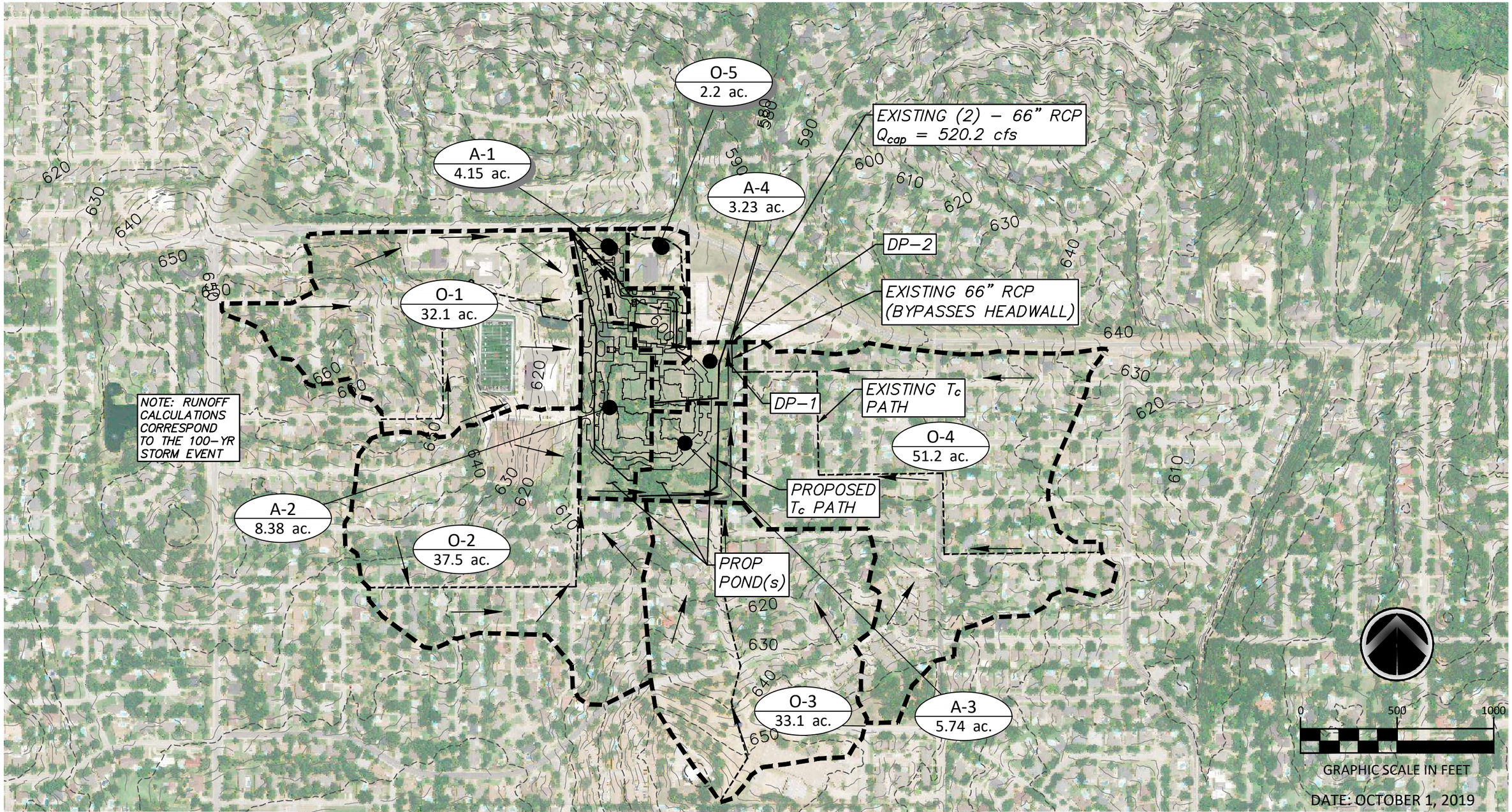

DATE: OCTOBER 1, 2021

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG. F-1114)

# EXISTING DRAINAGE AREA EXHIBIT

FOREFRONT LIVING COLLEYVILLE COMMUNITY
913 CHEEK-SPARGER RD., COLLEYVILLE, TX

PLOTTED BY: Jeremy Windell ON: Friday, October 01, 2021 AT: 3:45 PM FILEPATH: \\ftworth\file system\Production4000\007100\7160\001\Civil\Water Resources\CAD\Drainage Area Map (Existing).dwg



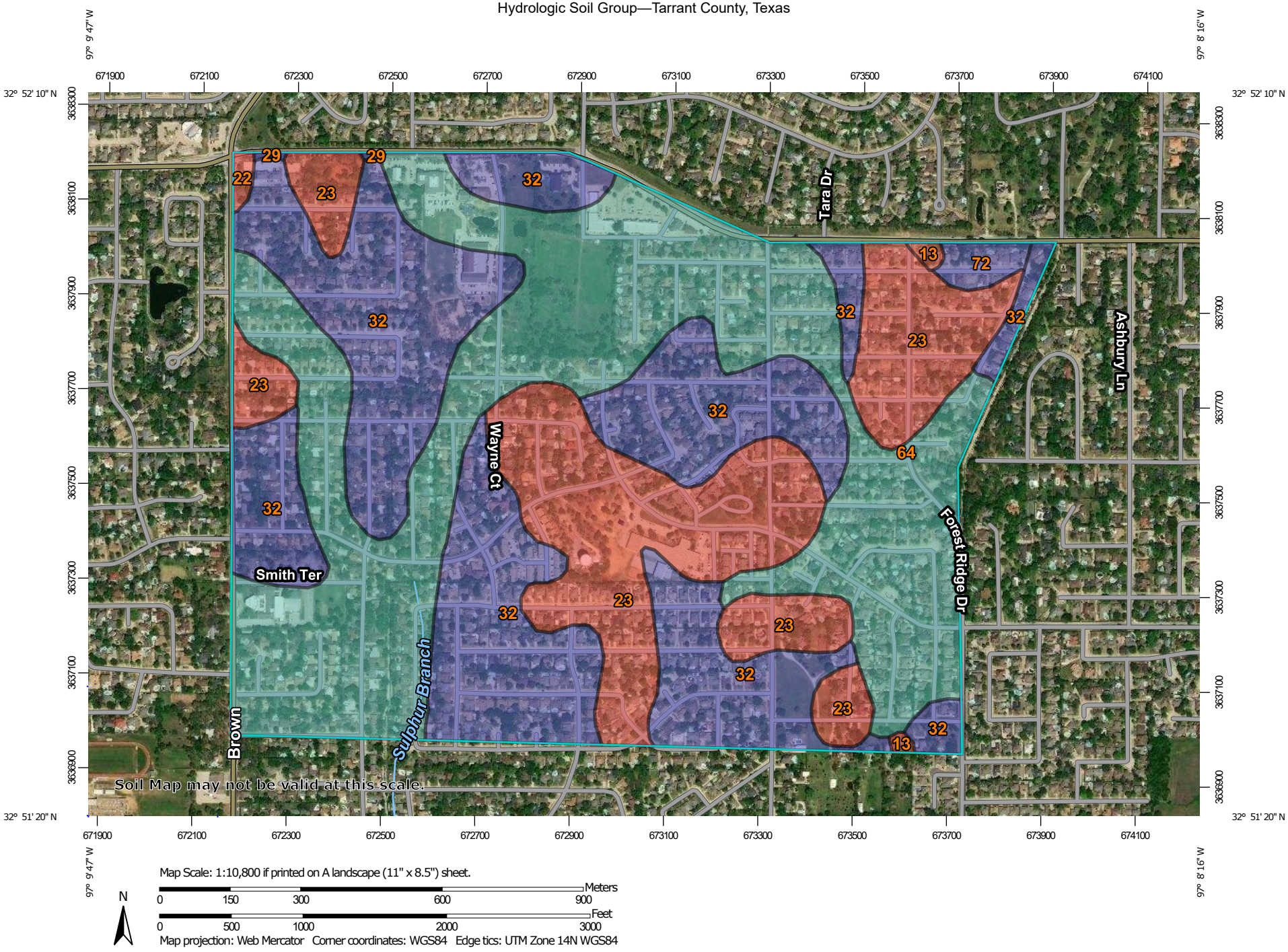

DATE: OCTOBER 1, 2019

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG. F-1114)

# PROPOSED DRAINAGE AREA EXHIBIT

FOREFRONT LIVING COLLEYVILLE COMMUNITY
913 CHEEK-SPARGER RD., COLLEYVILLE, TX

PLOTTED BY: Jeremy Windell ON: Friday, October 01, 2021 AT: 3:59 PM FILEPATH: \\ftworth\file system\Production4000\007100\7160\001\Civil\Water Resources\CAD\Drainage Area Map (Proposed).dwg




Map Scale: 1:10,800 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 150 300 600 900

Feet: 0 500 1000 2000 3000

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84

## MAP LEGEND

**Area of Interest (AOI)**

Area of Interest (AOI)

**Soils**

**Soil Rating Polygons**

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

**Soil Rating Lines**

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

**Soil Rating Points**

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

**Water Features**

- Streams and Canals

**Transportation**

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

**Background**

- Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Tarrant County, Texas
Survey Area Data: Version 16, Sep 16, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 29, 2016—Nov 29, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

# Hydrologic Soil Group

| Map unit symbol | Map unit name | Rating | Acres in AOI | Percent of AOI |
|---|---|---|---|---|
| 13 | Birome-Aubrey-Urban land complex, 5 to 15 percent slopes | D | 1.2 | 0.3% |
| 22 | Crosstell fine sandy loam, 3 to 8 percent slopes | D | 1.1 | 0.2% |
| 23 | Crosstell-Urban land complex, 1 to 5 percent slopes | D | 104.7 | 22.7% |
| 29 | Gasil fine sandy loam, 1 to 3 percent slopes | B | 0.4 | 0.1% |
| 32 | Gasil-Urban land complex, 1 to 8 percent slopes | B | 172.7 | 37.4% |
| 64 | Rader-Urban land complex, 0 to 3 percent slopes | C | 177.1 | 38.4% |
| 72 | Silstid-Urban land complex, 1 to 5 percent slopes | B | 3.9 | 0.8% |
| **Totals for Area of Interest** | | | **461.1** | **100.0%** |

## Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

## Rating Options

*Aggregation Method:* Dominant Condition

Aggregation is the process by which a set of component attribute values is reduced to a single value that represents the map unit as a whole.

A map unit is typically composed of one or more "components". A component is either some type of soil or some nonsoil entity, e.g., rock outcrop. For the attribute being aggregated, the first step of the aggregation process is to derive one attribute value for each of a map unit's components. From this set of component attributes, the next step of the aggregation process derives a single value that represents the map unit as a whole. Once a single value for each map unit is derived, a thematic map for soil map units can be rendered. Aggregation must be done because, on any soil map, map units are delineated but components are not.

For each of a map unit's components, a corresponding percent composition is recorded. A percent composition of 60 indicates that the corresponding component typically makes up approximately 60% of the map unit. Percent composition is a critical factor in some, but not all, aggregation methods.

The aggregation method "Dominant Condition" first groups like attribute values for the components in a map unit. For each group, percent composition is set to the sum of the percent composition of all components participating in that group. These groups now represent "conditions" rather than components. The attribute value associated with the group with the highest cumulative percent composition is returned. If more than one group shares the highest cumulative percent composition, the corresponding "tie-break" rule determines which value should be returned. The "tie-break" rule indicates whether the lower or higher group value should be returned in the case of a percent composition tie. The result returned by this aggregation method represents the dominant condition throughout the map unit only when no tie has occurred.

*Component Percent Cutoff:* 0

Components whose percent composition is below the cutoff value will not be considered. If no cutoff value is specified, all components in the database will be considered. The data for some contrasting soils of minor extent may not be in the database, and therefore are not considered.

*Tie-break Rule:* Higher

The tie-break rule indicates which value should be selected from a set of multiple candidate values, or which value should be selected in the event of a percent composition tie.

## Summary of Existing and Proposed Time of Concentration (Tc)

| Area ID | Existing TOC (min) | Proposed TOC (min) | |
|---|---|---|---|
| A-1 | 15.0 | 15.0 | <<<Minimum of 15 min for Residential |
| A-2 | 18.0 | 15.0 | <<<Minimum of 15 min for Residential |
| A-3 | - | 15.0 | <<<Minimum of 15 min for Residential |
| A-4 | - | 15.0 | <<<Minimum of 15 min for Residential |
| O-1 | 19.4 | 0.0 | |
| O-2 | 18.3 | 0.0 | |
| O-3 | 13.2 | 0.0 | |
| O-4 | 24.9 | 0.0 | |
| O-5 | 10.4 | 0.0 | |

Existing Time of Concentration Calculations

| | |
|---|---|
| **AREA:** | **EX A1** |
| **LENGTH (ft):** | **785.0** |
| **TC (min):** | **12.6** |
| **LAG TIME (min):** | **7.5** |

*SHEET FLOW COMPONENT*

| (STA) | LENGTH (FEET) | N | SLOPE (FT/FT) | P2 (INCHES) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|---|
| 0 - 100 | 100 | 0.150 | 0.0281 | 3.36 | 0.20 | 8.35 | 8.35 |

*SHALLOW FLOW COMPONENT*

| (STA) | UNPAVED OR PAVED | LENGTH (FEET) | SLOPE (FT/FT) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|
| 100 -785 | UNPAVED | 685 | 0.0281 | 2.70 | 4.22 | 4.22 |

Existing Time of Concentration Calculations

| | |
|---|---|
| **AREA:** | **EX A2** |
| **LENGTH (ft):** | **1490.0** |
| **TC (min):** | **18.0** |
| **LAG TIME (min):** | **10.8** |

*SHEET FLOW COMPONENT*

| (STA) | LENGTH (FEET) | N | SLOPE (FT/FT) | P2 (INCHES) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|---|
| 0 - 100 | 100 | 0.150 | 0.0080 | 3.36 | 0.12 | 13.79 | 13.79 |

*CHANNEL FLOW COMPONENT*

| (STA) | LENGTH (FEET) | BOTTOM WIDTH (FEET) | TOP WIDTH (FEET) | DEPTH (FEET) | SS (H:V) | N | SLOPE (FT/FT) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) |
|---|---|---|---|---|---|---|---|---|---|
| 100 - 609 | 509 | 5 | 10 | 5.0 | 2.00 | 0.050 | 0.0080 | 5.22 | 1.62 |
| 609 - 1490 | 881 | 5 | 10 | 5.0 | 0.50 | 0.050 | 0.0120 | 5.72 | 2.57 |

Proposed Time of Concentration Calculations

| | |
|---|---|
| **AREA:** | **O-1** |
| **LENGTH (ft):** | **1363.00** |
| **TC (min):** | **19.4** |
| **LAG TIME (min):** | **11.7** |

*SHEET FLOW COMPONENT*

| (STA) | LENGTH (FEET) | N | SLOPE (FT/FT) | P2 (INCHES) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|---|
| 0 - 100 | 100 | 0.150 | 0.0080 | 3.36 | 0.12 | 13.79 | 13.79 |

*STREET FLOW COMPONENT*

| (STA) | LENGTH (FEET) | CROWN (FT/FT) | DEPTH (FEET) | N | SLOPE (FT/FT) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|---|---|
| 100 - 727 | 627 | 0.02 | 0.50 | 0.017 | 0.0325 | 7.48 | 1.40 | 1.40 |

*PIPE FLOW COMPONENT*

| (STA) | LENGTH (FEET) | N | SLOPE (FT/FT) | MIN PIPE DIA (INCHES) | VELOCITY* (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINS) |
|---|---|---|---|---|---|---|---|
| 727 - 1048 | 321.0 | 0.013 | 0.0080 | 5.78 | 2.50 | 2.14 | |
| 1048 - 1193 | 145.0 | 0.013 | 0.0012 | 23.97 | 2.50 | 0.97 | |
| 1193 - 1363 | 170.0 | 0.013 | 0.0232 | 2.60 | 2.50 | 1.13 | 4.24 |

*Minimum Self Cleaning Velocity

Proposed Time of Concentration Calculations

| | |
|---|---|
| **AREA:** | **O-3** |
| **LENGTH (ft):** | **1600.00** |
| **TC (min):** | **13.2** |
| **LAG TIME (min):** | **7.9** |

*SHEET FLOW COMPONENT*

| (STA) | LENGTH (FEET) | N | SLOPE (FT/FT) | P2 (INCHES) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|---|
| 0 - 100 | 100 | 0.150 | 0.0320 | 3.36 | 0.21 | 7.92 | 7.92 |

*SHALLOW FLOW COMPONENT*

| (STA) | UNPAVED OR PAVED | LENGTH (FEET) | SLOPE (FT/FT) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|
| 100 - 250 | UNPAVED | 150 | 0.0320 | 2.89 | 0.87 | |
| 250 - 552 | UNPAVED | 302 | 0.0400 | 3.23 | 1.56 | |
| 552 - 746 | PAVED | 194 | 0.0300 | 3.52 | 0.92 | |
| | | | | | | 3.34 |

*STREET FLOW COMPONENT*

| (STA) | LENGTH (FEET) | CROWN (FT/FT) | DEPTH (FEET) | N | SLOPE (FT/FT) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|---|---|
| 746 - 1600 | 854 | 0.02 | 0.50 | 0.017 | 0.0325 | 7.48 | 1.90 | 1.90 |

Proposed Time of Concentration Calculations

| | |
|---|---|
| **AREA:** | **O-4** |
| **LENGTH (ft):** | **2707.00** |
| **TC (min):** | **24.9** |
| **LAG TIME (min):** | **15.0** |

*SHEET FLOW COMPONENT*

| (STA) | LENGTH (FEET) | N | SLOPE (FT/FT) | P2 (INCHES) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|---|
| 0-100 | 100 | 0.150 | 0.0145 | 3.36 | 0.15 | 10.87 | 10.87 |

*STREET FLOW COMPONENT*

| (STA) | LENGTH (FEET) | CROWN (FT/FT) | DEPTH (FEET) | N | SLOPE (FT/FT) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|---|---|
| 100 - 816 | 716 | 0.02 | 0.50 | 0.017 | 0.0125 | 4.64 | 2.57 | |
| 816 - 1236 | 420 | 0.02 | 0.50 | 0.017 | 0.0100 | 4.15 | 1.69 | 4.26 |

*PIPE FLOW COMPONENT*

| (STA) | LENGTH (FEET) | N | SLOPE (FT/FT) | MIN PIPE DIA (INCHES) | VELOCITY* (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINS) |
|---|---|---|---|---|---|---|---|
| 1236 - 1643 | 407.0 | 0.013 | 0.0090 | 5.29 | 2.50 | 2.71 | |
| 1643 - 2707 | 1064.0 | 0.013 | 0.0060 | 7.17 | 2.50 | 7.09 | 9.81 |

*Minimum Self-Cleaning Design Pipe Velocity

Proposed Time of Concentration Calculations

| | |
|---|---|
| **AREA:** | **O-5** |
| **LENGTH (ft):** | **567.00** |
| **TC (min):** | **10.4** |
| **LAG TIME (min):** | **6.2** |

*SHEET FLOW COMPONENT*

| (STA) | LENGTH (FEET) | N | SLOPE (FT/FT) | P2 (INCHES) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|---|
| 0 - 100 | 100 | 0.150 | 0.0600 | 3.36 | 0.27 | 6.16 | 6.16 |

*SHALLOW FLOW COMPONENT*

| (STA) | UNPAVED OR PAVED | LENGTH (FEET) | SLOPE (FT/FT) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|
| 100 - 567 | UNPAVED | 467 | 0.0130 | 1.84 | 4.23 | 4.23 |

Proposed Time of Concentration Calculations

| AREA: | PROP A1 |
|---|---|
| LENGTH (ft): | 1050.00 |
| TC (min): | 13.1 |
| LAG TIME (min): | 7.9 |

<< Minimum is 15 Minutes

*SHEET FLOW COMPONENT*

| (STA) | LENGTH (FEET) | N | SLOPE (FT/FT) | P2 (INCHES) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|---|
| 0 - 100 | 100 | 0.150 | 0.0200 | 3.36 | 0.17 | 9.56 | 9.56 |

*STREET FLOW COMPONENT*

| (STA) | LENGTH (FEET) | CROWN (FT/FT) | DEPTH (FEET) | N | SLOPE (FT/FT) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|---|---|
| 100-900 | 800 | 0.02 | 0.50 | 0.017 | 0.0100 | 4.15 | 3.21 | 3.21 |

*PIPE FLOW COMPONENT*

| (STA) | LENGTH (FEET) | N | SLOPE (FT/FT) | MIN PIPE DIA (INCHES) | VELOCITY* (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINS) |
|---|---|---|---|---|---|---|---|
| 900-1050 | 150.0 | 0.013 | 0.0040 | 55.31 | 7.97 | 0.31 | 0.31 |

*Design Pipe Velocity

Proposed Time of Concentration Calculations

| | |
|---|---|
| **AREA:** | **PROP A2** |
| **LENGTH (ft):** | **1400.00** |
| **TC (min):** | **13.1** |
| **LAG TIME (min):** | **7.9** |

<< Minimum is 15 Minutes

*SHEET FLOW COMPONENT*

| (STA) | LENGTH (FEET) | N | SLOPE (FT/FT) | P2 (INCHES) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|---|
| 0 - 100 | 100 | 0.150 | 0.0200 | 3.36 | 0.17 | 9.56 | 9.56 |

*STREET FLOW COMPONENT*

| (STA) | LENGTH (FEET) | CROWN (FT/FT) | DEPTH (FEET) | N | SLOPE (FT/FT) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|---|---|
| 100-500 | 400 | 0.02 | 0.50 | 0.017 | 0.0050 | 2.93 | 2.28 | 2.28 |

*PIPE FLOW COMPONENT*

| (STA) | LENGTH (FEET) | N | SLOPE (FT/FT) | MIN PIPE DIA (INCHES) | VELOCITY* (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINS) |
|---|---|---|---|---|---|---|---|
| 500-1400 | 900.0 | 0.013 | 0.0030 | 126.78 | 12.00 | 1.25 | 1.25 |

*Design Pipe Velocity

Proposed Time of Concentration Calculations

| | |
|---|---|
| **AREA:** | **PROP A3** |
| **LENGTH (ft):** | **800.00** |
| **TC (min):** | **13.8** |
| **LAG TIME (min):** | **8.3** |

<< Minimum is 15 Minutes

*SHEET FLOW COMPONENT*

| (STA) | LENGTH (FEET) | N | SLOPE (FT/FT) | P2 (INCHES) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|---|
| 0 - 100 | 100 | 0.150 | 0.0200 | 3.36 | 0.17 | 9.56 | 9.56 |

*SHALLOW FLOW COMPONENT*

| (STA) | UNPAVED OR PAVED | LENGTH (FEET) | SLOPE (FT/FT) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|
| 100-400 | UNPAVED | 400 | 0.0200 | 2.28 | 2.92 | 2.92 |

*STREET FLOW COMPONENT*

| (STA) | LENGTH (FEET) | CROWN (FT/FT) | DEPTH (FEET) | N | SLOPE (FT/FT) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|---|---|
| 100-500 | 200 | 0.02 | 0.50 | 0.017 | 0.0050 | 2.93 | 1.14 | 1.14 |

*PIPE FLOW COMPONENT*

| (STA) | LENGTH (FEET) | N | SLOPE (FT/FT) | MIN PIPE DIA (INCHES) | VELOCITY* (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINS) |
|---|---|---|---|---|---|---|---|
| 100-200 | 100.0 | 0.013 | 0.0020 | 171.84 | 12.00 | 0.14 | 0.14 |

*Design Pipe Velocity

Proposed Time of Concentration Calculations

| | |
|---|---|
| **AREA:** | **PROP A4** |
| **LENGTH (ft):** | **600.00** |
| **TC (min):** | **11.1** |
| **LAG TIME (min):** | **6.7** |

<< Minimum is 15 Minutes

*SHEET FLOW COMPONENT*

| (STA) | LENGTH (FEET) | N | SLOPE (FT/FT) | P2 (INCHES) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|---|
| 0 - 100 | 100 | 0.150 | 0.0200 | 3.36 | 0.17 | 9.56 | 9.56 |

*SHALLOW FLOW COMPONENT*

| (STA) | UNPAVED OR PAVED | LENGTH (FEET) | SLOPE (FT/FT) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|
| 100-200 | PAVED | 100 | 0.0200 | 2.87 | 0.58 | 0.58 |

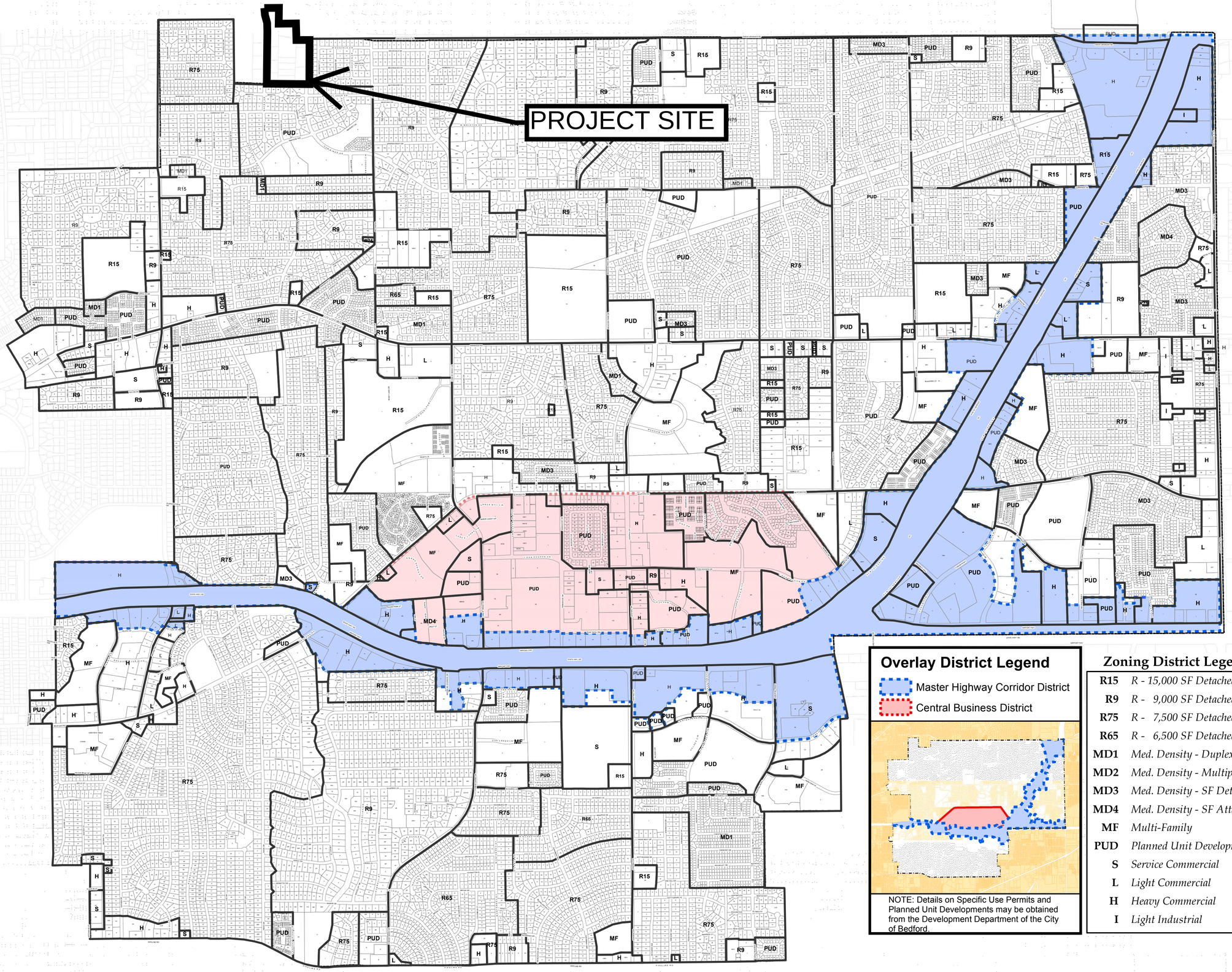
*STREET FLOW COMPONENT*

| (STA) | LENGTH (FEET) | CROWN (FT/FT) | DEPTH (FEET) | N | SLOPE (FT/FT) | VELOCITY (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINUTES) |
|---|---|---|---|---|---|---|---|---|
| 200-500 | 300 | 0.02 | 0.50 | 0.017 | 0.0206 | 5.96 | 0.84 | 0.84 |

*PIPE FLOW COMPONENT*

| (STA) | LENGTH (FEET) | N | SLOPE (FT/FT) | MIN PIPE DIA (INCHES) | VELOCITY* (FT/SEC) | TRAV. TIME (MINUTES) | TOTAL TRAVEL TIME (MINS) |
|---|---|---|---|---|---|---|---|
| 500-600 | 100.0 | 0.013 | 0.0100 | 51.39 | 12.00 | 0.14 | 0.14 |

*Design Pipe Velocity




## Overlay District Legend

- Master Highway Corridor District
- Central Business District

NOTE: Details on Specific Use Permits and Planned Unit Developments may be obtained from the Development Department of the City of Bedford.

## Zoning District Legend

| | |
|---|---|
| **R15** | *R - 15,000 SF Detached* |
| **R9** | *R - 9,000 SF Detached* |
| **R75** | *R - 7,500 SF Detached* |
| **R65** | *R - 6,500 SF Detached* |
| **MD1** | *Med. Density - Duplex* |
| **MD2** | *Med. Density - Multiplex* |
| **MD3** | *Med. Density - SF Detached* |
| **MD4** | *Med. Density - SF Attached* |
| **MF** | *Multi-Family* |
| **PUD** | *Planned Unit Development* |
| **S** | *Service Commercial* |
| **L** | *Light Commercial* |
| **H** | *Heavy Commercial* |
| **I** | *Light Industrial* |

N
W E
S

400 0 400 800 1200 1600 Feet

*1 inch = 800 feet*

* NOTE: This data is to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or the like. Information shown on this map is not a substitute for a land survey performed by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. The City of Bedford assumes no responsibility for the accuracy of said data.

(817) 952-2105 • 2000 Forest Ridge Drive • Bedford, Texas 76021 • www.bedfordtx.gov

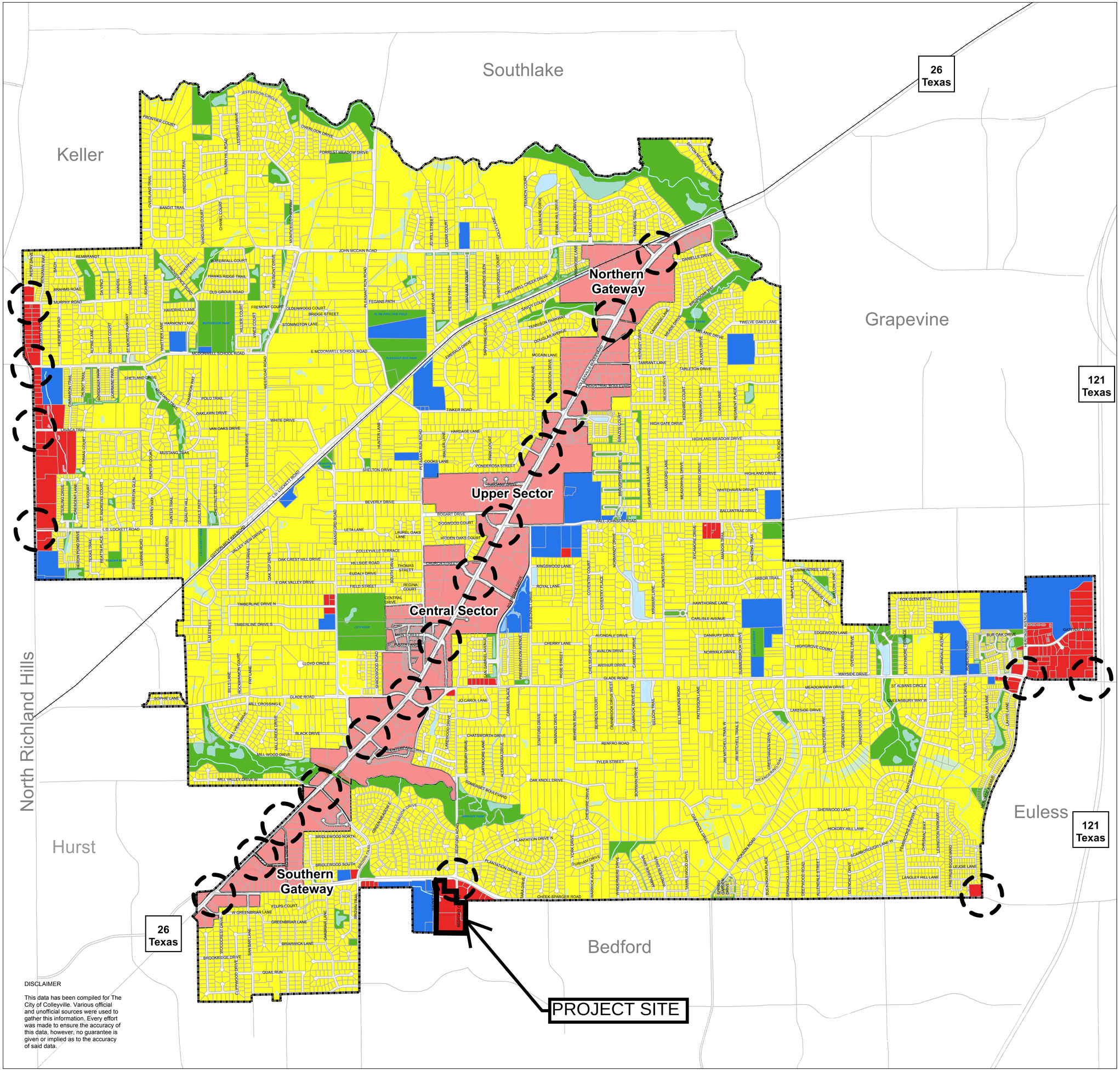
# OFFICIAL ZONING MAP

*Revised: 8-2016*

GIS Division

Development Department

# City of Colleyville Future Land Use Map




- RESIDENTIAL
- COMMERCIAL
- INSTITUTIONAL
- PARKS/OPEN SPACE
- COLLEYVILLE BOULEVARD CORRIDOR

- SALES TAX PREFERRED INTERSECTION
- COLLEYVILLE CITY LIMITS
- ROADS
- RAILROADS
- WATER BODIES AND CREEKS
- PARCELS

**Approved by City Council**
**December 15, 2015**
**Ordinance O-15-1972**

N W E S

0 0.125 0.25 0.5 0.75 1 Miles

CITY OF COLLEYVILLE TEXAS

Adopted Date:December 15, 2015

A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

DISCLAIMER

This data has been compiled for The City of Colleyville. Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.

## Summary of Existing and Proposed Curve Numbers

| Basin No. | Existing Size (AC) | Proposed Size (AC) | Existing Curve No. | Proposed Curve No. | Percent Increase % |
|---|---|---|---|---|---|
| A1 | 5.20 | 4.15 | 67.0 | 86.7 | |
| A2 | 16.30 | 8.38 | 77.7 | 88.3 | |
| A3 | - | 5.74 | - | 79.7 | |
| A4 | - | 3.23 | - | 84.9 | |
| **A (SITE)Totals** | **21.5** | **21.5** | **75.1** | **85.2** | 13.5% |
| O-1 | 32.1 | 32.10 | 83.7 | 83.7 | |
| O-2 | 37.5 | 37.50 | 80.8 | 80.8 | |
| O-3 | 33.1 | 33.10 | 84.0 | 84.0 | |
| **DP-1 Totals** | **124.2** | **124.2** | **81.4** | **83.2** | 2.2% |
| O-4 | 51.2 | 51.20 | 81.1 | 81.1 | |
| O-5 | 2.2 | 2.20 | 92.0 | 92.0 | |
| **DP-2 Totals** | **177.6** | **177.6** | **81.4** | **82.7** | 1.5% |

Existing CN Value Calculations

| | | | |
|---|---|---|---|
| **Total Area of Basin:** | **EX A-1** | **5.2** | **AC** |
| **Average CN No:** | **67.0** | | |

| Percentage | Acreage | Description | Soil Type | CN Value | Acreage*CN_Value |
|---|---|---|---|---|---|
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | B | 81 | 0 |
| | 0.00 | With Conservation Treatment | B | 71 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| | 0.00 | Poor Condition | B | 79 | 0 |
| 62.4% | 3.24 | Good Condition | B | 61 | 197.9328 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | B | 58 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | B | 66 | 0 |
| | 0.00 | Good Cover | B | 55 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | B | 79 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | B | 69 | 0 |
| | 0.00 | Good Condition (Grass Cover >75%) | B | 61 | 0 |
| | | **Impervious Areas:** | | | 0 |
| | 0.00 | Paved; curbs and storm drains (Excluding ROW) | B | 98 | 0 |
| | 0.00 | Paved; Open Ditches (including ROW) | B | 89 | 0 |
| | 0.00 | Gravel (Including ROW) | B | 85 | 0 |
| | 0.00 | Dirt (Including ROW) | B | 82 | 0 |
| | | **Urban Districts:** | | | 0 |
| | 0.00 | Commercial and Business | B | 92 | 0 |
| | 0.00 | Industrial | B | 88 | 0 |
| | | **Residential Districts** | | | 0 |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | B | 85 | 0 |
| | 0.00 | 1/4 Acre (10,890 SF) | B | 75 | 0 |
| | 0.00 | 1/3 Acre (14,520 SF) | B | 72 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | B | 70 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | B | 68 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | B | 65 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | B | 86 | 0 |
| **Percentage** | **Acreage** | **Description** | **Soil Type** | **CN Value** | **Acreage*CN_Value** |
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | C | 88 | 0 |
| | 0.00 | With Conservation Treatment | C | 78 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| | 0.00 | Poor Condition | C | 86 | 0 |
| 33.2% | 1.73 | Good Condition | C | 74 | 127.7536 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | C | 71 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | C | 77 | 0 |
| | 0.00 | Good Cover | C | 70 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | C | 86 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | C | 79 | 0 |
| | 0.00 | Good Condition (Grass Cover >75%) | C | 74 | 0 |
| | | **Impervious Areas:** | | | 0 |
| 4.4% | 0.23 | Paved; curbs and storm drains (Excluding ROW) | C | 98 | 22.539608 |
| | 0.00 | Paved; Open Ditches (including ROW) | C | 92 | 0 |
| | 0.00 | Gravel (Including ROW) | C | 89 | 0 |
| | 0.00 | Dirt (Including ROW) | C | 87 | 0 |
| | | **Urban Districts:** | | | 0 |
| | 0.00 | Commercial and Business | C | 94 | 0 |
| | 0.00 | Industrial | C | 91 | 0 |
| | | **Residential Districts** | | | 0 |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | C | 90 | 0 |
| | 0.00 | 1/4 Acre (10,890 SF) | C | 83 | 0 |
| | 0.00 | 1/3 Acre (14,520 SF) | C | 81 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | C | 80 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | C | 79 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | C | 77 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | C | 91 | 0 |

100.0%

**Average CN Value = 67.0**

Existing CN Value Calculations

| Total Area of Basin: | EX A2 | 16.3 | AC |
|---|---|---|---|
| Average CN No: | 77.7 | | |

| Percentage | Acreage | Description | Soil Type | CN Value | Acreage*CN_Value |
|---|---|---|---|---|---|
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | B | 81 | 0 |
| | 0.00 | With Conservation Treatment | B | 71 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| | 0.00 | Poor Condition | B | 79 | 0 |
| 6.5% | 1.06 | Good Condition | B | 61 | 64.6295 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | B | 58 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | B | 66 | 0 |
| | 0.00 | Good Cover | B | 55 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | B | 79 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | B | 69 | 0 |
| | 0.00 | Good Condition (Grass Cover >75%) | B | 61 | 0 |
| | | **Impervious Areas:** | | | 0 |
| | 0.00 | Paved; curbs and storm drains (Excluding ROW) | B | 98 | 0 |
| | 0.00 | Paved; Open Ditches (including ROW) | B | 89 | 0 |
| | 0.00 | Gravel (Including ROW) | B | 85 | 0 |
| | 0.00 | Dirt (Including ROW) | B | 82 | 0 |
| | | **Urban Districts:** | | | 0 |
| | 0.00 | Commercial and Business | B | 92 | 0 |
| | 0.00 | Industrial | B | 88 | 0 |
| | | **Residential Districts** | | | 0 |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | B | 85 | 0 |
| | 0.00 | 1/4 Acre (10,890 SF) | B | 75 | 0 |
| | 0.00 | 1/3 Acre (14,520 SF) | B | 72 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | B | 70 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | B | 68 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | B | 65 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | B | 86 | 0 |
| **Percentage** | **Acreage** | **Description** | **Soil Type** | **CN Value** | **Acreage*CN_Value** |
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | C | 88 | 0 |
| | 0.00 | With Conservation Treatment | C | 78 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| 37.5% | 6.11 | Poor Condition | C | 86 | 525.675 |
| 56.0% | 9.13 | Good Condition | C | 74 | 675.472 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | C | 71 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | C | 77 | 0 |
| | 0.00 | Good Cover | C | 70 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | C | 86 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | C | 79 | 0 |
| | 0.00 | Good Condition (Grass Cover >75%) | C | 74 | 0 |
| | | **Impervious Areas:** | | | 0 |
| | 0.00 | Paved; curbs and storm drains (Excluding ROW) | C | 98 | 0 |
| | 0.00 | Paved; Open Ditches (including ROW) | C | 92 | 0 |
| | 0.00 | Gravel (Including ROW) | C | 89 | 0 |
| | 0.00 | Dirt (Including ROW) | C | 87 | 0 |
| | | **Urban Districts:** | | | 0 |
| | 0.00 | Commercial and Business | C | 94 | 0 |
| | 0.00 | Industrial | C | 91 | 0 |
| | | **Residential Districts** | | | 0 |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | C | 90 | 0 |
| | 0.00 | 1/4 Acre (10,890 SF) | C | 83 | 0 |
| | 0.00 | 1/3 Acre (14,520 SF) | C | 81 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | C | 80 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | C | 79 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | C | 77 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | C | 91 | 0 |

100.0%

**Average CN Value = 77.7**

Existing CN Value Calculations

| Total Area of Basin: | O-1 | 32.1 | AC |
|---|---|---|---|
| Average CN No: | 83.7 | | |

| Percentage | Acreage | Description | Soil Type | CN Value | Acreage*CN_Value |
|---|---|---|---|---|---|
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | B | 81 | 0 |
| | 0.00 | With Conservation Treatment | B | 71 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| | 0.00 | Poor Condition | B | 79 | 0 |
| | 0.00 | Good Condition | B | 61 | 0 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | B | 58 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | B | 66 | 0 |
| | 0.00 | Good Cover | B | 55 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | B | 79 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | B | 69 | 0 |
| | 0.00 | Good Condition (Grass Cover >75%) | B | 61 | 0 |
| | | **Impervious Areas:** | | | 0 |
| | 0.00 | Paved; curbs and storm drains (Excluding ROW) | B | 98 | 0 |
| | 0.00 | Paved; Open Ditches (including ROW) | B | 89 | 0 |
| | 0.00 | Gravel (Including ROW) | B | 85 | 0 |
| | 0.00 | Dirt (Including ROW) | B | 82 | 0 |
| | | **Urban Districts:** | | | 0 |
| | 0.00 | Commercial and Business | B | 92 | 0 |
| 18.9% | 6.07 | Industrial | B | 88 | 534.1583808 |
| | | **Residential Districts** | | | 0 |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | B | 85 | 0 |
| 36.3% | 11.66 | 1/4 Acre (10,890 SF) | B | 75 | 874.404 |
| | 0.00 | 1/3 Acre (14,520 SF) | B | 72 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | B | 70 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | B | 68 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | B | 65 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | B | 86 | 0 |
| **Percentage** | **Acreage** | **Description** | **Soil Type** | **CN Value** | **Acreage*CN_Value** |
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | C | 88 | 0 |
| | 0.00 | With Conservation Treatment | C | 78 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| | 0.00 | Poor Condition | C | 86 | 0 |
| | 0.00 | Good Condition | C | 74 | 0 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | C | 71 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | C | 77 | 0 |
| | 0.00 | Good Cover | C | 70 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | C | 86 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | C | 79 | 0 |
| | 0.00 | Good Condition (Grass Cover >75%) | C | 74 | 0 |
| | | **Impervious Areas:** | | | 0 |
| | 0.00 | Paved; curbs and storm drains (Excluding ROW) | C | 98 | 0 |
| | 0.00 | Paved; Open Ditches (including ROW) | C | 92 | 0 |
| | 0.00 | Gravel (Including ROW) | C | 89 | 0 |
| | 0.86 | Dirt (Including ROW) | C | 87 | 74.82 |
| | | **Urban Districts:** | | | 0 |
| | 0.00 | Commercial and Business | C | 94 | 0 |
| 23.0% | 7.39 | Industrial | C | 91 | 672.466431 |
| | | **Residential Districts** | | | 0 |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | C | 90 | 0 |
| 3.5% | 1.11 | 1/4 Acre (10,890 SF) | C | 83 | 92.104851 |
| | 0.00 | 1/3 Acre (14,520 SF) | C | 81 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | C | 80 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | C | 79 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | C | 77 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | C | 91 | 0 |
| **Percentage** | **Acreage** | **Description** | **Soil Type** | **CN Value** | **Acreage*CN_Value** |
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | D | 91 | 0 |
| | 0.00 | With Conservation Treatment | D | 81 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| | 0.00 | Poor Condition | D | 89 | 0 |
| | 0.00 | Good Condition | D | 80 | 0 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | D | 78 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | D | 83 | 0 |
| | 0.00 | Good Cover | D | 77 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | D | 89 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | D | 84 | 0 |
| | 0.00 | Good Condition (Grass Cover >75%) | D | 80 | 0 |
| | | **Impervious Areas:** | | | 0 |
| | 0.00 | Paved; curbs and storm drains (Excluding ROW) | D | 98 | 0 |
| | 0.00 | Paved; Open Ditches (including ROW) | D | 93 | 0 |
| | 0.00 | Gravel (Including ROW) | D | 91 | 0 |
| | 0.00 | Dirt (Including ROW) | D | 89 | 0 |
| | | **Urban Districts:** | | | 0 |
| | 0.00 | Commercial and Business | D | 95 | 0 |
| | 0.00 | Industrial | D | 93 | 0 |
| | | **Residential Districts** | | | 0 |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | D | 92 | 0 |
| 18.3% | 5.88 | 1/4 Acre (10,890 SF) | D | 87 | 511.538859 |
| | 0.00 | 1/3 Acre (14,520 SF) | D | 86 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | D | 85 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | D | 84 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | D | 82 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | D | 94 | 0 |

100.0%

**Average CN Value = 83.7**

Existing CN Value Calculations

| Total Area of Basin: | O-2 | 37.5 | AC |
|---|---|---|---|
| Average CN No: | 80.8 | | |

| Percentage | Acreage | Description | Soil Type | CN Value | Acreage*CN_Value |
|---|---|---|---|---|---|
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | B | 81 | 0 |
| | 0.00 | With Conservation Treatment | B | 71 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| | 0.00 | Poor Condition | B | 79 | 0 |
| | 0.00 | Good Condition | B | 61 | 0 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | B | 58 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | B | 66 | 0 |
| | 0.00 | Good Cover | B | 55 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | B | 79 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | B | 69 | 0 |
| | 0.00 | Good Condition (Grass Cover >75%) | B | 61 | 0 |
| | | **Impervious Areas:** | | | 0 |
| | 0.00 | Paved; curbs and storm drains (Excluding ROW) | B | 98 | 0 |
| | 0.00 | Paved; Open Ditches (including ROW) | B | 89 | 0 |
| | 0.00 | Gravel (Including ROW) | B | 85 | 0 |
| | 0.00 | Dirt (Including ROW) | B | 82 | 0 |
| | | **Urban Districts:** | | | 0 |
| | 0.00 | Commercial and Business | B | 92 | 0 |
| 11.8% | 4.41 | Industrial | B | 88 | 387.75 |
| | | **Residential Districts** | | | 0 |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | B | 85 | 0 |
| 45.3% | 16.97 | 1/4 Acre (10,890 SF) | B | 75 | 1272.88125 |
| | 0.00 | 1/3 Acre (14,520 SF) | B | 72 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | B | 70 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | B | 68 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | B | 65 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | B | 86 | 0 |
| **Percentage** | **Acreage** | **Description** | **Soil Type** | **CN Value** | **Acreage*CN_Value** |
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | C | 88 | 0 |
| | 0.00 | With Conservation Treatment | C | 78 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| | 0.00 | Poor Condition | C | 86 | 0 |
| | 0.00 | Good Condition | C | 74 | 0 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | C | 71 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | C | 77 | 0 |
| | 0.00 | Good Cover | C | 70 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | C | 86 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | C | 79 | 0 |
| | 0.00 | Good Condition (Grass Cover >75%) | C | 74 | 0 |
| | | **Impervious Areas:** | | | 0 |
| | 0.00 | Paved; curbs and storm drains (Excluding ROW) | C | 98 | 0 |
| | 0.00 | Paved; Open Ditches (including ROW) | C | 92 | 0 |
| | 0.00 | Gravel (Including ROW) | C | 89 | 0 |
| | 0.00 | Dirt (Including ROW) | C | 87 | 0 |
| | | **Urban Districts:** | | | 0 |
| | 0.00 | Commercial and Business | C | 94 | 0 |
| 2.4% | 0.92 | Industrial | C | 91 | 83.36055 |
| | | **Residential Districts** | | | 0 |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | C | 90 | 0 |
| 24.6% | 9.21 | 1/4 Acre (10,890 SF) | C | 83 | 764.43 |
| | 0.00 | 1/3 Acre (14,520 SF) | C | 81 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | C | 80 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | C | 79 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | C | 77 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | C | 91 | 0 |
| **Percentage** | **Acreage** | **Description** | **Soil Type** | **CN Value** | **Acreage*CN_Value** |
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | D | 91 | 0 |
| | 0.00 | With Conservation Treatment | D | 81 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| | 0.00 | Poor Condition | D | 89 | 0 |
| | 0.00 | Good Condition | D | 80 | 0 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | D | 78 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | D | 83 | 0 |
| | 0.00 | Good Cover | D | 77 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | D | 89 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | D | 84 | 0 |
| | 0.00 | Good Condition (Grass Cover >75%) | D | 80 | 0 |
| | | **Impervious Areas:** | | | 0 |
| | 0.00 | Paved; curbs and storm drains (Excluding ROW) | D | 98 | 0 |
| | 0.00 | Paved; Open Ditches (including ROW) | D | 93 | 0 |
| | 0.00 | Gravel (Including ROW) | D | 91 | 0 |
| | 0.00 | Dirt (Including ROW) | D | 89 | 0 |
| | | **Urban Districts:** | | | 0 |
| | 0.00 | Commercial and Business | D | 95 | 0 |
| | 0.00 | Industrial | D | 93 | 0 |
| | | **Residential Districts** | | | 0 |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | D | 92 | 0 |
| 15.9% | 5.98 | 1/4 Acre (10,890 SF) | D | 87 | 520.23825 |
| | 0.00 | 1/3 Acre (14,520 SF) | D | 86 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | D | 85 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | D | 84 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | D | 82 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | D | 94 | 0 |

100.0%

**Average CN Value = 80.8**

Existing CN Value Calculations

| Total Area of Basin: | O-3 | 33.1 | AC |
|---|---|---|---|
| Average CN No: | 84.0 | | |

| Percentage | Acreage | Description | Soil Type | CN Value | Acreage*CN_Value |
|---|---|---|---|---|---|
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | B | 81 | 0 |
| | 0.00 | With Conservation Treatment | B | 71 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| | 0.00 | Poor Condition | B | 79 | 0 |
| | 0.00 | Good Condition | B | 61 | 0 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | B | 58 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | B | 66 | 0 |
| | 0.00 | Good Cover | B | 55 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | B | 79 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | B | 69 | 0 |
| | 0.00 | Good Condition (Grass Cover >75%) | B | 61 | 0 |
| | | **Impervious Areas:** | | | 0 |
| | 0.00 | Paved; curbs and storm drains (Excluding ROW) | B | 98 | 0 |
| | 0.00 | Paved; Open Ditches (including ROW) | B | 89 | 0 |
| | 0.00 | Gravel (Including ROW) | B | 85 | 0 |
| | 0.00 | Dirt (Including ROW) | B | 82 | 0 |
| | | **Urban Districts:** | | | 0 |
| | 0.00 | Commercial and Business | B | 92 | 0 |
| | 0.00 | Industrial | B | 88 | 0 |
| | | **Residential Districts** | | | 0 |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | B | 85 | 0 |
| 35.4% | 11.72 | 1/4 Acre (10,890 SF) | B | 75 | 878.805 |
| | 0.00 | 1/3 Acre (14,520 SF) | B | 72 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | B | 70 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | B | 68 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | B | 65 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | B | 86 | 0 |

| Percentage | Acreage | Description | Soil Type | CN Value | Acreage*CN_Value |
|---|---|---|---|---|---|
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | C | 88 | 0 |
| | 0.00 | With Conservation Treatment | C | 78 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| | 0.00 | Poor Condition | C | 86 | 0 |
| | 0.00 | Good Condition | C | 74 | 0 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | C | 71 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | C | 77 | 0 |
| | 0.00 | Good Cover | C | 70 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | C | 86 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | C | 79 | 0 |
| | 0.00 | Good Condition (Grass Cover >75%) | C | 74 | 0 |
| | | **Impervious Areas:** | | | 0 |
| | 0.00 | Paved; curbs and storm drains (Excluding ROW) | C | 98 | 0 |
| | 0.00 | Paved; Open Ditches (including ROW) | C | 92 | 0 |
| | 0.00 | Gravel (Including ROW) | C | 89 | 0 |
| | 0.00 | Dirt (Including ROW) | C | 87 | 0 |
| | | **Urban Districts:** | | | 0 |
| | 0.00 | Commercial and Business | C | 94 | 0 |
| | 0.00 | Industrial | C | 91 | 0 |
| | | **Residential Districts** | | | 0 |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | C | 90 | 0 |
| 8.9% | 2.95 | 1/4 Acre (10,890 SF) | C | 83 | 244.866849 |
| | 0.00 | 1/3 Acre (14,520 SF) | C | 81 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | C | 80 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | C | 79 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | C | 77 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | C | 91 | 0 |

| Percentage | Acreage | Description | Soil Type | CN Value | Acreage*CN_Value |
|---|---|---|---|---|---|
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | D | 91 | 0 |
| | 0.00 | With Conservation Treatment | D | 81 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| | 0.00 | Poor Condition | D | 89 | 0 |
| | 0.00 | Good Condition | D | 80 | 0 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | D | 78 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | D | 83 | 0 |
| | 0.00 | Good Cover | D | 77 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | D | 89 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | D | 84 | 0 |
| | 0.00 | Good Condition (Grass Cover >75%) | D | 80 | 0 |
| | | **Impervious Areas:** | | | 0 |
| | 0.00 | Paved; curbs and storm drains (Excluding ROW) | D | 98 | 0 |
| | 0.00 | Paved; Open Ditches (including ROW) | D | 93 | 0 |
| | 0.00 | Gravel (Including ROW) | D | 91 | 0 |
| | 0.00 | Dirt (Including ROW) | D | 89 | 0 |
| | | **Urban Districts:** | | | 0 |
| | 0.00 | Commercial and Business | D | 95 | 0 |
| 26.3% | 8.71 | Industrial | D | 93 | 809.5929 |
| | | **Residential Districts** | | | 0 |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | D | 92 | 0 |
| 29.4% | 9.73 | 1/4 Acre (10,890 SF) | D | 87 | 846.574206 |
| | 0.00 | 1/3 Acre (14,520 SF) | D | 86 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | D | 85 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | D | 84 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | D | 82 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | D | 94 | 0 |

100.0%

**Average CN Value = 84.0**

Existing CN Value Calculations

| Total Area of Basin: | O-4 | 51.2 | AC |
|---|---|---|---|
| Average CN No: | 81.1 | | |

| Percentage | Acreage | Description | Soil Type | CN Value | Acreage*CN_Value |
|---|---|---|---|---|---|
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | B | 81 | 0 |
| | 0.00 | With Conservation Treatment | B | 71 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| | 0.00 | Poor Condition | B | 79 | 0 |
| | 0.00 | Good Condition | B | 61 | 0 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | B | 58 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | B | 66 | 0 |
| | 0.00 | Good Cover | B | 55 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | B | 79 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | B | 69 | 0 |
| | 0.00 | Good Condition (Grass Cover >75%) | B | 61 | 0 |
| | | **Impervious Areas:** | | | 0 |
| | 0.00 | Paved; curbs and storm drains (Excluding ROW) | B | 98 | 0 |
| | 0.00 | Paved; Open Ditches (including ROW) | B | 89 | 0 |
| | 0.00 | Gravel (Including ROW) | B | 85 | 0 |
| | 0.00 | Dirt (Including ROW) | B | 82 | 0 |
| | | **Urban Districts:** | | | 0 |
| | 0.00 | Commercial and Business | B | 92 | 0 |
| | 0.00 | Industrial | B | 88 | 0 |
| | | **Residential Districts** | | | 0 |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | B | 85 | 0 |
| 34.9% | 17.87 | 1/4 Acre (10,890 SF) | B | 75 | 1340.16 |
| | 0.00 | 1/3 Acre (14,520 SF) | B | 72 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | B | 70 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | B | 68 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | B | 65 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | B | 86 | 0 |
| **Percentage** | **Acreage** | **Description** | **Soil Type** | **CN Value** | **Acreage*CN_Value** |
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | C | 88 | 0 |
| | 0.00 | With Conservation Treatment | C | 78 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| | 0.00 | Poor Condition | C | 86 | 0 |
| | 0.00 | Good Condition | C | 74 | 0 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | C | 71 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | C | 77 | 0 |
| | 0.00 | Good Cover | C | 70 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | C | 86 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | C | 79 | 0 |
| | 0.00 | Good Condition (Grass Cover >75%) | C | 74 | 0 |
| | | **Impervious Areas:** | | | 0 |
| | 0.00 | Paved; curbs and storm drains (Excluding ROW) | C | 98 | 0 |
| | 0.00 | Paved; Open Ditches (including ROW) | C | 92 | 0 |
| | 0.00 | Gravel (Including ROW) | C | 89 | 0 |
| | 0.00 | Dirt (Including ROW) | C | 87 | 0 |
| | | **Urban Districts:** | | | 0 |
| | 0.00 | Commercial and Business | C | 94 | 0 |
| | 0.00 | Industrial | C | 91 | 0 |
| | | **Residential Districts** | | | 0 |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | C | 90 | 0 |
| 52.3% | 26.78 | 1/4 Acre (10,890 SF) | C | 83 | 2222.96576 |
| | 0.00 | 1/3 Acre (14,520 SF) | C | 81 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | C | 80 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | C | 79 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | C | 77 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | C | 91 | 0 |
| **Percentage** | **Acreage** | **Description** | **Soil Type** | **CN Value** | **Acreage*CN_Value** |
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | D | 91 | 0 |
| | 0.00 | With Conservation Treatment | D | 81 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| | 0.00 | Poor Condition | D | 89 | 0 |
| | 0.00 | Good Condition | D | 80 | 0 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | D | 78 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | D | 83 | 0 |
| | 0.00 | Good Cover | D | 77 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | D | 89 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | D | 84 | 0 |
| | 0.00 | Good Condition (Grass Cover >75%) | D | 80 | 0 |
| | | **Impervious Areas:** | | | 0 |
| | 0.00 | Paved; curbs and storm drains (Excluding ROW) | D | 98 | 0 |
| | 0.00 | Paved; Open Ditches (including ROW) | D | 93 | 0 |
| | 0.00 | Gravel (Including ROW) | D | 91 | 0 |
| | 0.00 | Dirt (Including ROW) | D | 89 | 0 |
| | | **Urban Districts:** | | | 0 |
| | 0.00 | Commercial and Business | D | 95 | 0 |
| | 0.00 | Industrial | D | 93 | 0 |
| | | **Residential Districts** | | | 0 |
| 6.7% | 3.43 | 1/8 Acre (5445 SF) or Less (Townhouse) | D | 92 | 315.549696 |
| 6.1% | 3.14 | 1/4 Acre (10,890 SF) | D | 87 | 273.143808 |
| | 0.00 | 1/3 Acre (14,520 SF) | D | 86 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | D | 85 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | D | 84 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | D | 82 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | D | 94 | 0 |

100.0%

**Average CN Value = 81.1**

Existing CN Value Calculations

| | | | |
|---|---|---|---|
| **Total Area of Basin:** | **O-5** | **2.2** | **AC** |
| **Average CN No:** | **92.0** | | |

| Percentage | Acreage | Description | Soil Type | CN Value | Acreage*CN_Value |
|---|---|---|---|---|---|
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | B | 81 | 0 |
| | 0.00 | With Conservation Treatment | B | 71 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| | 0.00 | Poor Condition | B | 79 | 0 |
| | 0.00 | Good Condition | B | 61 | 0 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | B | 58 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | B | 66 | 0 |
| | 0.00 | Good Cover | B | 55 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | B | 79 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | B | 69 | 0 |
| | 0.00 | Good Condition (Grass Cover >75%) | B | 61 | 0 |
| | | **Impervious Areas:** | | | 0 |
| | 0.00 | Paved; curbs and storm drains (Excluding ROW) | B | 98 | 0 |
| | 0.00 | Paved; Open Ditches (including ROW) | B | 89 | 0 |
| | 0.00 | Gravel (Including ROW) | B | 85 | 0 |
| | 0.00 | Dirt (Including ROW) | B | 82 | 0 |
| | | **Urban Districts:** | | | 0 |
| 100.0% | 2.20 | Commercial and Business | B | 92 | 202.4 |
| | 0.00 | Industrial | B | 88 | 0 |
| | | **Residential Districts** | | | 0 |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | B | 85 | 0 |
| | 0.00 | 1/4 Acre (10,890 SF) | B | 75 | 0 |
| | 0.00 | 1/3 Acre (14,520 SF) | B | 72 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | B | 70 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | B | 68 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | B | 65 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | B | 86 | 0 |

100.0%

**Average CN Value =** **92.0**

Proposed CN Value Calculations

| | | | |
|---|---|---|---|
| **Total Area of Basin:** | **PROP A1** | **4.15** | **AC** |
| **Average CN No:** | **86.7** | | |

| Percentage | Acreage | Description | Soil Type | CN Value | Acreage*CN_Value |
|---|---|---|---|---|---|
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | B | 81 | 0 |
| | 0.00 | With Conservation Treatment | B | 71 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| | 0.00 | Poor Condition | B | 79 | 0 |
| | 0.00 | Good Condition | B | 61 | 0 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | B | 58 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | B | 66 | 0 |
| | 0.00 | Good Cover | B | 55 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | B | 79 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | B | 69 | 0 |
| 22.5% | 0.93 | Good Condition (Grass Cover >75%) | B | 61 | 56.95875 |
| | | **Impervious Areas:** | | | 0 |
| 15.6% | 0.65 | Paved; curbs and storm drains (Excluding ROW) | B | 98 | 63.32319 |
| | 0.00 | Paved; Open Ditches (including ROW) | B | 89 | 0 |
| | 0.00 | Gravel (Including ROW) | B | 85 | 0 |
| | 0.00 | Dirt (Including ROW) | B | 82 | 0 |
| | | **Urban Districts:** | | | 0 |
| 13.5% | 0.56 | Commercial and Business | B | 92 | 51.543 |
| | 0.00 | Industrial | B | 88 | 0 |
| | | **Residential Districts** | | | 0 |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | B | 85 | 0 |
| | 0.00 | 1/4 Acre (10,890 SF) | B | 75 | 0 |
| | 0.00 | 1/3 Acre (14,520 SF) | B | 72 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | B | 70 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | B | 68 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | B | 65 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | B | 86 | 0 |
| **Percentage** | **Acreage** | **Description** | **Soil Type** | **CN Value** | **Acreage*CN_Value** |
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | C | 88 | 0 |
| | 0.00 | With Conservation Treatment | C | 78 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| | 0.00 | Poor Condition | C | 86 | 0 |
| | 0.00 | Good Condition | C | 74 | 0 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | C | 71 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | C | 77 | 0 |
| | 0.00 | Good Cover | C | 70 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | C | 86 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | C | 79 | 0 |
| 2.8% | 0.11 | Good Condition (Grass Cover >75%) | C | 74 | 8.47596 |
| | | **Impervious Areas:** | | | 0 |
| 8.7% | 0.36 | Paved; curbs and storm drains (Excluding ROW) | C | 98 | 35.3829 |
| | 0.00 | Paved; Open Ditches (including ROW) | C | 92 | 0 |
| | 0.00 | Gravel (Including ROW) | C | 89 | 0 |
| | 0.00 | Dirt (Including ROW) | C | 87 | 0 |
| | | **Urban Districts:** | | | 0 |
| 37.0% | 1.54 | Commercial and Business | C | 94 | 144.337 |
| | 0.00 | Industrial | C | 91 | 0 |
| | | **Residential Districts** | | | 0 |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | C | 90 | 0 |
| | 0.00 | 1/4 Acre (10,890 SF) | C | 83 | 0 |
| | 0.00 | 1/3 Acre (14,520 SF) | C | 81 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | C | 80 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | C | 79 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | C | 77 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | C | 91 | 0 |
| 100.0% | 4.15 | | | | |

**Average CN Value =** **86.7**

Proposed CN Value Calculations

| Total Area of Basin: | PROP A2 | 8.38 | AC |
|---|---|---|---|
| Average CN No: | 88.3 | | |

| Percentage | Acreage | Description | Soil Type | CN Value | Acreage*CN_Value | |
|---|---|---|---|---|---|---|
| | | **Cultivated Land:** | | | 0 | |
| | 0.00 | Without conservation Treatment | B | 81 | 0 | |
| | 0.00 | With Conservation Treatment | B | 71 | 0 | |
| | | **Pasture or Range Land:** | | | 0 | |
| | 0.00 | Poor Condition | B | 79 | 0 | |
| | 0.00 | Good Condition | B | 61 | 0 | |
| | | **Meadow:** | | | 0 | |
| | 0.00 | Good Condition | B | 58 | 0 | |
| | | **Wood or Forest Land:** | | | 0 | |
| | 0.00 | Thin Stand, Poor Cover | B | 66 | 0 | |
| | 0.00 | Good Cover | B | 55 | 0 | |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 | |
| | 0.00 | Poor Condition (Grass Cover < 50%) | B | 79 | 0 | |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | B | 69 | 0 | |
| 6.8% | 0.57 | Good Condition (Grass Cover >75%) | B | 61 | 34.76024 | 0.573 |
| | | **Impervious Areas:** | | | 0 | |
| 9.8% | 0.82 | Paved; curbs and storm drains (Excluding ROW) | B | 98 | 80.48152 | 0.82259 |
| | 0.00 | Paved; Open Ditches (including ROW) | B | 89 | 0 | |
| | 0.00 | Gravel (Including ROW) | B | 85 | 0 | |
| | 0.00 | Dirt (Including ROW) | B | 82 | 0 | |
| | | **Urban Districts:** | | | 0 | |
| 6.6% | 0.55 | Commercial and Business | B | 92 | 50.88336 | 0.54841 |
| | 0.00 | Industrial | B | 88 | 0 | |
| | | **Residential Districts** | | | 0 | |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | B | 85 | 0 | |
| | 0.00 | 1/4 Acre (10,890 SF) | B | 75 | 0 | |
| | 0.00 | 1/3 Acre (14,520 SF) | B | 72 | 0 | |
| | 0.00 | 1/2 Acre (21,780 SF) | B | 70 | 0 | |
| | 0.00 | 1 Acre (43,560 SF) | B | 68 | 0 | |
| | 0.00 | 2 Acres (87,120 SF) | B | 65 | 0 | |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 | |
| | 0.00 | **(Previous Areas Only, No vegetation)** | B | 86 | 0 | |

| Percentage | Acreage | Description | Soil Type | CN Value | Acreage*CN_Value | |
|---|---|---|---|---|---|---|
| | | **Cultivated Land:** | | | 0 | |
| | 0.00 | Without conservation Treatment | C | 88 | 0 | |
| | 0.00 | With Conservation Treatment | C | 78 | 0 | |
| | | **Pasture or Range Land:** | | | 0 | |
| | 0.00 | Poor Condition | C | 86 | 0 | |
| | 0.00 | Good Condition | C | 74 | 0 | |
| | | **Meadow:** | | | 0 | |
| | 0.00 | Good Condition | C | 71 | 0 | |
| | | **Wood or Forest Land:** | | | 0 | |
| | 0.00 | Thin Stand, Poor Cover | C | 77 | 0 | |
| | 0.00 | Good Cover | C | 70 | 0 | |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 | |
| | 0.00 | Poor Condition (Grass Cover < 50%) | C | 86 | 0 | |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | C | 79 | 0 | |
| 21.0% | 1.76 | Good Condition (Grass Cover >75%) | C | 74 | 130.2252 | 1.755 |
| | | **Impervious Areas:** | | | 0 | |
| 12.6% | 1.06 | Paved; curbs and storm drains (Excluding ROW) | C | 98 | 103.47624 | 1.057 |
| | 0.00 | Paved; Open Ditches (including ROW) | C | 92 | 0 | |
| | 0.00 | Gravel (Including ROW) | C | 89 | 0 | |
| | 0.00 | Dirt (Including ROW) | C | 87 | 0 | |
| | | **Urban Districts:** | | | 0 | |
| 43.2% | 3.62 | Commercial and Business | C | 94 | 340.29504 | 3.621626 |
| | 0.00 | Industrial | C | 91 | 0 | |
| | | **Residential Districts** | | | 0 | |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | C | 90 | 0 | |
| | 0.00 | 1/4 Acre (10,890 SF) | C | 83 | 0 | |
| | 0.00 | 1/3 Acre (14,520 SF) | C | 81 | 0 | |
| | 0.00 | 1/2 Acre (21,780 SF) | C | 80 | 0 | |
| | 0.00 | 1 Acre (43,560 SF) | C | 79 | 0 | |
| | 0.00 | 2 Acres (87,120 SF) | C | 77 | 0 | |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 | |
| | 0.00 | **(Previous Areas Only, No vegetation)** | C | 91 | 0 | |

100.0%

**Average CN Value = 88.3**

Assumptions for Senior Living:

1. 50% green space.
2. 25% paved areas.
3. 25% residential building areas.

Proposed CN Value Calculations

| Total Area of Basin: | PROP A2 | 5.74 | AC |
|---|---|---|---|
| Average CN No: | 79.7 | | |

| Percentage | Acreage | Description | Soil Type | CN Value | Acreage*CN_Value | |
|---|---|---|---|---|---|---|
| | | **Cultivated Land:** | | | 0 | |
| | 0.00 | Without conservation Treatment | B | 81 | 0 | |
| | 0.00 | With Conservation Treatment | B | 71 | 0 | |
| | | **Pasture or Range Land:** | | | 0 | |
| | 0.00 | Poor Condition | B | 79 | 0 | |
| | 0.00 | Good Condition | B | 61 | 0 | |
| | | **Meadow:** | | | 0 | |
| | 0.00 | Good Condition | B | 58 | 0 | |
| | | **Wood or Forest Land:** | | | 0 | |
| | 0.00 | Thin Stand, Poor Cover | B | 66 | 0 | |
| | 0.00 | Good Cover | B | 55 | 0 | |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 | |
| | 0.00 | Poor Condition (Grass Cover < 50%) | B | 79 | 0 | |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | B | 69 | 0 | |
| | 0.00 | Good Condition (Grass Cover >75%) | B | 61 | 0 | |
| | | **Impervious Areas:** | | | 0 | |
| | 0.00 | Paved; curbs and storm drains (Excluding ROW) | B | 98 | 0 | |
| | 0.00 | Paved; Open Ditches (including ROW) | B | 89 | 0 | |
| | 0.00 | Gravel (Including ROW) | B | 85 | 0 | |
| | 0.00 | Dirt (Including ROW) | B | 82 | 0 | |
| | | **Urban Districts:** | | | 0 | |
| | 0.00 | Commercial and Business | B | 92 | 0 | |
| | 0.00 | Industrial | B | 88 | 0 | |
| | | **Residential Districts** | | | 0 | |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | B | 85 | 0 | |
| | 0.00 | 1/4 Acre (10,890 SF) | B | 75 | 0 | |
| | 0.00 | 1/3 Acre (14,520 SF) | B | 72 | 0 | |
| | 0.00 | 1/2 Acre (21,780 SF) | B | 70 | 0 | |
| | 0.00 | 1 Acre (43,560 SF) | B | 68 | 0 | |
| | 0.00 | 2 Acres (87,120 SF) | B | 65 | 0 | |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 | |
| | 0.00 | **(Previous Areas Only, No vegetation)** | B | 86 | 0 | |
| **Percentage** | **Acreage** | **Description** | **Soil Type** | **CN Value** | **Acreage*CN_Value** | |
| | | **Cultivated Land:** | | | 0 | |
| | 0.00 | Without conservation Treatment | C | 88 | 0 | |
| | 0.00 | With Conservation Treatment | C | 78 | 0 | |
| | | **Pasture or Range Land:** | | | 0 | |
| | 0.00 | Poor Condition | C | 86 | 0 | |
| | 0.00 | Good Condition | C | 74 | 0 | |
| | | **Meadow:** | | | 0 | |
| | 0.00 | Good Condition | C | 71 | 0 | |
| | | **Wood or Forest Land:** | | | 0 | |
| | 0.00 | Thin Stand, Poor Cover | C | 77 | 0 | |
| | 0.00 | Good Cover | C | 70 | 0 | |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 | |
| | 0.00 | Poor Condition (Grass Cover < 50%) | C | 86 | 0 | |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | C | 79 | 0 | |
| 73.5% | 4.22 | Good Condition (Grass Cover >75%) | C | 74 | 312.1986 | 4.2117 |
| | | **Impervious Areas:** | | | 0 | |
| 10.4% | 0.60 | Paved; curbs and storm drains (Excluding ROW) | C | 98 | 58.50208 | 0.603866 |
| | 0.00 | Paved; Open Ditches (including ROW) | C | 92 | 0 | |
| | 0.00 | Gravel (Including ROW) | C | 89 | 0 | |
| | 0.00 | Dirt (Including ROW) | C | 87 | 0 | |
| | | **Urban Districts:** | | | 0 | |
| 16.1% | 0.92 | Commercial and Business | C | 94 | 86.86916 | 0.924434 |
| | 0.00 | Industrial | C | 91 | 0 | |
| | | **Residential Districts** | | | 0 | |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | C | 90 | 0 | |
| | 0.00 | 1/4 Acre (10,890 SF) | C | 83 | 0 | |
| | 0.00 | 1/3 Acre (14,520 SF) | C | 81 | 0 | |
| | 0.00 | 1/2 Acre (21,780 SF) | C | 80 | 0 | |
| | 0.00 | 1 Acre (43,560 SF) | C | 79 | 0 | |
| | 0.00 | 2 Acres (87,120 SF) | C | 77 | 0 | |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 | |
| | 0.00 | **(Previous Areas Only, No vegetation)** | C | 91 | 0 | |

100.0%

**Average CN Value = 79.7**

Assumptions for Senior Living:

1. 50% green space.
2. 25% paved areas.
3. 25% residential building areas.

Proposed CN Value Calculations

| | | | |
|---|---|---|---|
| **Total Area of Basin:** | **PROP A1** | **3.23** | **AC** |
| **Average CN No:** | **84.9** | | |

| Percentage | Acreage | Description | Soil Type | CN Value | Acreage*CN_Value |
|---|---|---|---|---|---|
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | B | 81 | 0 |
| | 0.00 | With Conservation Treatment | B | 71 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| | 0.00 | Poor Condition | B | 79 | 0 |
| | 0.00 | Good Condition | B | 61 | 0 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | B | 58 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | B | 66 | 0 |
| | 0.00 | Good Cover | B | 55 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | B | 79 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | B | 69 | 0 |
| | 0.00 | Good Condition (Grass Cover >75%) | B | 61 | 0 |
| | | **Impervious Areas:** | | | 0 |
| | 0.00 | Paved; curbs and storm drains (Excluding ROW) | B | 98 | 0 |
| | 0.00 | Paved; Open Ditches (including ROW) | B | 89 | 0 |
| | 0.00 | Gravel (Including ROW) | B | 85 | 0 |
| | 0.00 | Dirt (Including ROW) | B | 82 | 0 |
| | | **Urban Districts:** | | | 0 |
| | 0.00 | Commercial and Business | B | 92 | 0 |
| | 0.00 | Industrial | B | 88 | 0 |
| | | **Residential Districts** | | | 0 |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | B | 85 | 0 |
| | 0.00 | 1/4 Acre (10,890 SF) | B | 75 | 0 |
| | 0.00 | 1/3 Acre (14,520 SF) | B | 72 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | B | 70 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | B | 68 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | B | 65 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | B | 86 | 0 |
| **Percentage** | **Acreage** | **Description** | **Soil Type** | **CN Value** | **Acreage*CN_Value** |
| | | **Cultivated Land:** | | | 0 |
| | 0.00 | Without conservation Treatment | C | 88 | 0 |
| | 0.00 | With Conservation Treatment | C | 78 | 0 |
| | | **Pasture or Range Land:** | | | 0 |
| | 0.00 | Poor Condition | C | 86 | 0 |
| | 0.00 | Good Condition | C | 74 | 0 |
| | | **Meadow:** | | | 0 |
| | 0.00 | Good Condition | C | 71 | 0 |
| | | **Wood or Forest Land:** | | | 0 |
| | 0.00 | Thin Stand, Poor Cover | C | 77 | 0 |
| | 0.00 | Good Cover | C | 70 | 0 |
| | | **Open Space (Lawns, Parks, Golf Courses, Cemeteries, etc.)** | | | 0 |
| | 0.00 | Poor Condition (Grass Cover < 50%) | C | 86 | 0 |
| | 0.00 | Fair Condition (Grass Cover 50-75%) | C | 79 | 0 |
| 47.5% | 1.53 | Good Condition (Grass Cover >75%) | C | 74 | 113.5345 |
| | | **Impervious Areas:** | | | 0 |
| 10.1% | 0.33 | Paved; curbs and storm drains (Excluding ROW) | C | 98 | 31.97054 |
| | 0.00 | Paved; Open Ditches (including ROW) | C | 92 | 0 |
| | 0.00 | Gravel (Including ROW) | C | 89 | 0 |
| | 0.00 | Dirt (Including ROW) | C | 87 | 0 |
| | | **Urban Districts:** | | | 0 |
| 42.4% | 1.37 | Commercial and Business | C | 94 | 128.73488 |
| | 0.00 | Industrial | C | 91 | 0 |
| | | **Residential Districts** | | | 0 |
| | 0.00 | 1/8 Acre (5445 SF) or Less (Townhouse) | C | 90 | 0 |
| | 0.00 | 1/4 Acre (10,890 SF) | C | 83 | 0 |
| | 0.00 | 1/3 Acre (14,520 SF) | C | 81 | 0 |
| | 0.00 | 1/2 Acre (21,780 SF) | C | 80 | 0 |
| | 0.00 | 1 Acre (43,560 SF) | C | 79 | 0 |
| | 0.00 | 2 Acres (87,120 SF) | C | 77 | 0 |
| | | **Developing Urban Areas and Newly Graded Areas** | | | 0 |
| | 0.00 | **(Previous Areas Only, No vegetation)** | C | 91 | 0 |

100.0%

**Average CN Value = 84.9**

| Existing 100-Year Storm | | | | | |
|---|---|---|---|---|---|
| Label | Scenario | Return Event (years) | Hydrograph Volume (ac-ft) | Time to Peak (min) | Peak Flow ($ft^3/s$) |
| A-1 | Pre-Development 100-year | 100 | 2.292 | 722 | 33.6 |
| A-2 | Pre-Development 100-year | 100 | 9.015 | 724.8 | 120.04 |
| **DP 2** | **Pre-Development 100-year** | **100** | **105.126** | **724** | **1,306.73** |
| O-1 | Pre-Development 100-year | 100 | 19.75 | 724.2 | 248.16 |
| O-2 | Pre-Development 100-year | 100 | 21.95 | 724.6 | 286.78 |
| O-3 | Pre-Development 100-year | 100 | 20.485 | 722 | 287.23 |
| O-4 | Pre-Development 100-year | 100 | 30.091 | 727.2 | 337.9 |
| O-5 | Pre-Development 100-year | 100 | 1.542 | 722 | 20.54 |

| Post Development 100-Year Storm | | | | | |
|---|---|---|---|---|---|
| Label | Scenario | Return Event (years) | Hydrograph Volume (ac-ft) | Time to Peak (min) | Peak Flow ($ft^3/s$) |
| A-1 | Post-Development 100-year | 100 | 2.684 | 722 | 37.09 |
| A-2 | Post-Development 100-year | 100 | 5.557 | 722 | 76.04 |
| A-3 | Post-Development 100-year | 100 | 3.296 | 722 | 47.08 |
| A-4 | Post-Development 100-year | 100 | 2.029 | 722 | 28.32 |
| DP 1 | Post-Development 100-year | 100 | 72.287 | 729.8 | 789.23 |
| **DP 2** | **Post-Development 100-year** | **100** | **106.595** | **729** | **1,155.26** |
| O-1 | Post-Development 100-year | 100 | 19.75 | 724.2 | 248.16 |
| O-2 | Post-Development 100-year | 100 | 21.95 | 724.6 | 286.78 |
| O-3 | Post-Development 100-year | 100 | 20.485 | 722 | 287.23 |
| O-4 | Post-Development 100-year | 100 | 30.087 | 727 | 332.78 |
| O-5 | Post-Development 100-year | 100 | 1.542 | 722 | 20.54 |
| Pond 1 (IN) | Post-Development 100-year | 100 | 72.303 | 728.8 | 792.29 |
| Pond 1 (OUT) | Post-Development 100-year | 100 | 72.287 | 729.8 | 789.23 |
| Pond 2 (IN) | Post-Development 100-year | 100 | 72.464 | 726 | 826.22 |
| Pond 2 (OUT) | Post-Development 100-year | 100 | 72.303 | 728.8 | 792.29 |
| Pond 3 (IN) | Post-Development 100-year | 100 | 50.157 | 725.4 | 596.56 |
| Pond 3 (OUT) | Post-Development 100-year | 100 | 49.95 | 728.8 | 567 |
| Pond 4 (IN) | Post-Development 100-year | 100 | 47.257 | 724.2 | 607.35 |
| Pond 4 (OUT) | Post-Development 100-year | 100 | 46.861 | 725.4 | 553.39 |

| Change (Post-Pre) | | |
|---|---|---|
| Label | Hydrograph Volume (ac-ft) | Peak Flow ($ft^3/s$) |
| **DP-2** | **1.469** | **-151.47** |

| Existing 50-Year Storm | | | | | |
|---|---|---|---|---|---|
| Label | Scenario | Return Event (years) | Hydrograph Volume (ac-ft) | Time to Peak (min) | Peak Flow ($ft^3/s$) |
| A-1 | Pre-Development 50-year | 50 | 1.751 | 722 | 25.66 |
| A-2 | Pre-Development 50-year | 50 | 7.149 | 724.8 | 96.08 |
| **DP 2** | **Pre-Development 50-year** | **50** | **84.361** | **724** | **1,058.10** |
| O-1 | Pre-Development 50-year | 50 | 15.947 | 724.2 | 202.42 |
| O-2 | Pre-Development 50-year | 50 | 17.573 | 724.6 | 231.95 |
| O-3 | Pre-Development 50-year | 50 | 16.555 | 722 | 234.73 |
| O-4 | Pre-Development 50-year | 50 | 24.112 | 727.2 | 272.99 |
| O-5 | Pre-Development 50-year | 50 | 1.274 | 722 | 17.15 |

| Post Development 50-Year Storm | | | | | |
|---|---|---|---|---|---|
| Label | Scenario | Return Event (years) | Hydrograph Volume (ac-ft) | Time to Peak (min) | Peak Flow ($ft^3/s$) |
| A-1 | Post-Development 50-year | 50 | 2.186 | 722 | 30.55 |
| A-2 | Post-Development 50-year | 50 | 4.545 | 722 | 62.91 |
| A-3 | Post-Development 50-year | 50 | 2.63 | 722 | 37.93 |
| A-4 | Post-Development 50-year | 50 | 1.644 | 722 | 23.21 |
| DP 1 | Post-Development 50-year | 50 | 58.189 | 730.4 | 631.62 |
| **DP 2** | **Post-Development 50-year** | **50** | **85.751** | **729.6** | **925.3** |
| O-1 | Post-Development 50-year | 50 | 15.947 | 724.2 | 202.42 |
| O-2 | Post-Development 50-year | 50 | 17.573 | 724.6 | 231.95 |
| O-3 | Post-Development 50-year | 50 | 16.555 | 722 | 234.73 |
| O-4 | Post-Development 50-year | 50 | 24.108 | 727 | 268.71 |
| O-5 | Post-Development 50-year | 50 | 1.274 | 722 | 17.15 |
| Pond 1 (IN) | Post-Development 50-year | 50 | 58.202 | 729.2 | 634.92 |
| Pond 1 (OUT) | Post-Development 50-year | 50 | 58.189 | 730.4 | 631.62 |
| Pond 2 (IN) | Post-Development 50-year | 50 | 58.324 | 726 | 665.83 |
| Pond 2 (OUT) | Post-Development 50-year | 50 | 58.202 | 729.2 | 634.92 |
| Pond 3 (IN) | Post-Development 50-year | 50 | 40.303 | 726.6 | 483.7 |
| Pond 3 (OUT) | Post-Development 50-year | 50 | 40.125 | 729 | 458.22 |
| Pond 4 (IN) | Post-Development 50-year | 50 | 38.066 | 724.2 | 494.27 |
| Pond 4 (OUT) | Post-Development 50-year | 50 | 37.673 | 727 | 451.5 |

| Change (Post-Pre) | | |
|---|---|---|
| Label | Hydrograph Volume (ac-ft) | Peak Flow ($ft^3/s$) |
| **DP-2** | **1.39** | **-132.80** |

| Existing 25-Year Storm | | | | | |
|---|---|---|---|---|---|
| Label | Scenario | Return Event (years) | Hydrograph Volume (ac-ft) | Time to Peak (min) | Peak Flow ($ft^3/s$) |
| A-1 | Pre-Development 25-year | 25 | 1.332 | 722 | 19.42 |
| A-2 | Pre-Development 25-year | 25 | 5.669 | 724.8 | 76.74 |
| **DP 2** | **Pre-Development 25-year** | **25** | **67.793** | **724** | **856.59** |
| O-1 | Pre-Development 25-year | 25 | 12.902 | 724.2 | 165.21 |
| O-2 | Pre-Development 25-year | 25 | 14.084 | 724.6 | 187.49 |
| O-3 | Pre-Development 25-year | 25 | 13.407 | 722 | 192 |
| O-4 | Pre-Development 25-year | 25 | 19.342 | 727.2 | 220.39 |
| O-5 | Pre-Development 25-year | 25 | 1.057 | 722 | 14.38 |

| Post Development 25-Year Storm | | | | | |
|---|---|---|---|---|---|
| Label | Scenario | Return Event (years) | Hydrograph Volume (ac-ft) | Time to Peak (min) | Peak Flow ($ft^3/s$) |
| A-1 | Post-Development 25-year | 25 | 1.785 | 722 | 25.22 |
| A-2 | Post-Development 25-year | 25 | 3.73 | 722 | 52.21 |
| A-3 | Post-Development 25-year | 25 | 2.1 | 722 | 30.52 |
| A-4 | Post-Development 25-year | 25 | 1.335 | 722 | 19.04 |
| DP 1 | Post-Development 25-year | 25 | 46.912 | 731.8 | 487.29 |
| **DP 2** | **Post-Development 25-year** | **25** | **69.088** | **730.8** | **716.8** |
| O-1 | Post-Development 25-year | 25 | 12.902 | 724.2 | 165.21 |
| O-2 | Post-Development 25-year | 25 | 14.084 | 724.6 | 187.49 |
| O-3 | Post-Development 25-year | 25 | 13.407 | 722 | 192 |
| O-4 | Post-Development 25-year | 25 | 19.34 | 727 | 216.79 |
| O-5 | Post-Development 25-year | 25 | 1.057 | 722 | 14.38 |
| Pond 1 (IN) | Post-Development 25-year | 25 | 46.923 | 730.6 | 492.08 |
| Pond 1 (OUT) | Post-Development 25-year | 25 | 46.912 | 731.8 | 487.29 |
| Pond 2 (IN) | Post-Development 25-year | 25 | 47.013 | 727.2 | 527.17 |
| Pond 2 (OUT) | Post-Development 25-year | 25 | 46.923 | 730.6 | 492.08 |
| Pond 3 (IN) | Post-Development 25-year | 25 | 32.426 | 727.2 | 383.08 |
| Pond 3 (OUT) | Post-Development 25-year | 25 | 32.271 | 729.4 | 366.72 |
| Pond 4 (IN) | Post-Development 25-year | 25 | 30.716 | 724.2 | 402.4 |
| Pond 4 (OUT) | Post-Development 25-year | 25 | 30.326 | 727.4 | 357.79 |

| Change (Post-Pre) | | |
|---|---|---|
| Label | Hydrograph Volume (ac-ft) | Peak Flow ($ft^3/s$) |
| **DP-2** | **1.295** | **-139.79** |

| Existing 10-Year Storm | | | | | |
|---|---|---|---|---|---|
| Label | Scenario | Return Event (years) | Hydrograph Volume (ac-ft) | Time to Peak (min) | Peak Flow ($ft^3/s$) |
| A-1 | Pre-Development 10-year | 10 | 0.938 | 724 | 13.56 |
| A-2 | Pre-Development 10-year | 10 | 4.234 | 724.8 | 57.64 |
| **DP 2** | **Pre-Development 10-year** | **10** | **51.589** | **724.2** | **656.24** |
| O-1 | Pre-Development 10-year | 10 | 9.909 | 724.2 | 128 |
| O-2 | Pre-Development 10-year | 10 | 10.675 | 724.6 | 143.26 |
| O-3 | Pre-Development 10-year | 10 | 10.311 | 722 | 149.21 |
| O-4 | Pre-Development 10-year | 10 | 14.681 | 727.2 | 168.11 |
| O-5 | Pre-Development 10-year | 10 | 0.841 | 722 | 11.59 |

| Post Development 10-Year Storm | | | | | |
|---|---|---|---|---|---|
| Label | Scenario | Return Event (years) | Hydrograph Volume (ac-ft) | Time to Peak (min) | Peak Flow ($ft^3/s$) |
| A-1 | Post-Development 10-year | 10 | 1.389 | 722 | 19.87 |
| A-2 | Post-Development 10-year | 10 | 2.923 | 722 | 41.44 |
| A-3 | Post-Development 10-year | 10 | 1.584 | 722 | 23.17 |
| A-4 | Post-Development 10-year | 10 | 1.031 | 722 | 14.87 |
| DP 1 | Post-Development 10-year | 10 | 35.851 | 734.4 | 316.43 |
| **DP 2** | **Post-Development 10-year** | **10** | **52.755** | **733.2** | **477.03** |
| O-1 | Post-Development 10-year | 10 | 9.909 | 724.2 | 128 |
| O-2 | Post-Development 10-year | 10 | 10.675 | 724.6 | 143.26 |
| O-3 | Post-Development 10-year | 10 | 10.311 | 722 | 149.21 |
| O-4 | Post-Development 10-year | 10 | 14.678 | 727.2 | 165.23 |
| O-5 | Post-Development 10-year | 10 | 0.841 | 722 | 11.59 |
| Pond 1 (IN) | Post-Development 10-year | 10 | 35.859 | 733.4 | 319.09 |
| Pond 1 (OUT) | Post-Development 10-year | 10 | 35.851 | 734.4 | 316.43 |
| Pond 2 (IN) | Post-Development 10-year | 10 | 35.916 | 729.2 | 353.24 |
| Pond 2 (OUT) | Post-Development 10-year | 10 | 35.859 | 733.4 | 319.09 |
| Pond 3 (IN) | Post-Development 10-year | 10 | 24.704 | 724 | 292.76 |
| Pond 3 (OUT) | Post-Development 10-year | 10 | 24.574 | 731.4 | 248.87 |
| Pond 4 (IN) | Post-Development 10-year | 10 | 23.507 | 724.2 | 310.7 |
| Pond 4 (OUT) | Post-Development 10-year | 10 | 23.12 | 724 | 269.97 |

| Change (Post-Pre) | | |
|---|---|---|
| Label | Hydrograph Volume (ac-ft) | Peak Flow ($ft^3/s$) |
| **DP-2** | **1.166** | **-179.21** |

| Existing 5-Year Storm | | | | | |
|---|---|---|---|---|---|
| Label | Scenario | Return Event (years) | Hydrograph Volume (ac-ft) | Time to Peak (min) | Peak Flow ($ft^3/s$) |
| A-1 | Pre-Development 5-year | 5 | 0.87 | 724 | 12.53 |
| A-2 | Pre-Development 5-year | 5 | 3.978 | 724.8 | 54.18 |
| **DP 2** | **Pre-Development 5-year** | **5** | **48.673** | **724.2** | **619.78** |
| O-1 | Pre-Development 5-year | 5 | 9.368 | 724.2 | 121.2 |
| O-2 | Pre-Development 5-year | 5 | 10.062 | 724.6 | 135.2 |
| O-3 | Pre-Development 5-year | 5 | 9.751 | 722 | 141.38 |
| O-4 | Pre-Development 5-year | 5 | 13.842 | 727.2 | 158.59 |
| O-5 | Pre-Development 5-year | 5 | 0.801 | 722 | 11.08 |

| Post Development 5-Year Storm | | | | | |
|---|---|---|---|---|---|
| Label | Scenario | Return Event (years) | Hydrograph Volume (ac-ft) | Time to Peak (min) | Peak Flow ($ft^3/s$) |
| A-1 | Post-Development 5-year | 5 | 1.317 | 722 | 18.89 |
| A-2 | Post-Development 5-year | 5 | 2.776 | 722 | 39.45 |
| A-3 | Post-Development 5-year | 5 | 1.491 | 722 | 21.83 |
| A-4 | Post-Development 5-year | 5 | 0.976 | 722 | 14.1 |
| DP 1 | Post-Development 5-year | 5 | 33.855 | 735.2 | 284.14 |
| **DP 2** | **Post-Development 5-year** | **5** | **49.81** | **733.8** | **433.38** |
| O-1 | Post-Development 5-year | 5 | 9.368 | 724.2 | 121.2 |
| O-2 | Post-Development 5-year | 5 | 10.062 | 724.6 | 135.2 |
| O-3 | Post-Development 5-year | 5 | 9.751 | 722 | 141.38 |
| O-4 | Post-Development 5-year | 5 | 13.84 | 727.2 | 155.86 |
| O-5 | Post-Development 5-year | 5 | 0.801 | 722 | 11.08 |
| Pond 1 (IN) | Post-Development 5-year | 5 | 33.864 | 734.2 | 285.47 |
| Pond 1 (OUT) | Post-Development 5-year | 5 | 33.855 | 735.2 | 284.14 |
| Pond 2 (IN) | Post-Development 5-year | 5 | 33.913 | 728.8 | 323.48 |
| Pond 2 (OUT) | Post-Development 5-year | 5 | 33.864 | 734.2 | 285.47 |
| Pond 3 (IN) | Post-Development 5-year | 5 | 23.311 | 724.8 | 279.59 |
| Pond 3 (OUT) | Post-Development 5-year | 5 | 23.186 | 732 | 224.81 |
| Pond 4 (IN) | Post-Development 5-year | 5 | 22.207 | 724.2 | 293.95 |
| Pond 4 (OUT) | Post-Development 5-year | 5 | 21.82 | 724.8 | 258.76 |

| Change (Post-Pre) | | |
|---|---|---|
| Label | Hydrograph Volume (ac-ft) | Peak Flow ($ft^3/s$) |
| **DP-2** | **1.137** | **-186.40** |

| Existing 2-Year Storm | | | | | |
|---|---|---|---|---|---|
| Label | Scenario | Return Event (years) | Hydrograph Volume (ac-ft) | Time to Peak (min) | Peak Flow ($ft^3/s$) |
| A-1 | Pre-Development 2-year | 2 | 0.333 | 724 | 4.38 |
| A-2 | Pre-Development 2-year | 2 | 1.855 | 724.8 | 25 |
| **DP 2** | **Pre-Development 2-year** | **2** | **24.137** | **724.4** | **307.02** |
| O-1 | Pre-Development 2-year | 2 | 4.778 | 724.4 | 62.21 |
| O-2 | Pre-Development 2-year | 2 | 4.921 | 724.6 | 66.16 |
| O-3 | Pre-Development 2-year | 2 | 4.995 | 722 | 73.25 |
| O-4 | Pre-Development 2-year | 2 | 6.798 | 727.2 | 77.2 |
| O-5 | Pre-Development 2-year | 2 | 0.458 | 722 | 6.52 |

| Post Development 2-Year Storm | | | | | |
|---|---|---|---|---|---|
| Label | Scenario | Return Event (years) | Hydrograph Volume (ac-ft) | Time to Peak (min) | Peak Flow ($ft^3/s$) |
| A-1 | Post-Development 2-year | 2 | 0.701 | 722 | 10.24 |
| A-2 | Post-Development 2-year | 2 | 1.509 | 722 | 21.96 |
| A-3 | Post-Development 2-year | 2 | 0.717 | 722 | 10.44 |
| A-4 | Post-Development 2-year | 2 | 0.506 | 722 | 7.42 |
| DP 1 | Post-Development 2-year | 2 | 16.935 | 733.6 | 75.68 |
| **DP 2** | **Post-Development 2-year** | **2** | **24.887** | **730.4** | **159.93** |
| O-1 | Post-Development 2-year | 2 | 4.778 | 724.4 | 62.21 |
| O-2 | Post-Development 2-year | 2 | 4.921 | 724.6 | 66.16 |
| O-3 | Post-Development 2-year | 2 | 4.995 | 722 | 73.25 |
| O-4 | Post-Development 2-year | 2 | 6.796 | 727.2 | 75.7 |
| O-5 | Post-Development 2-year | 2 | 0.458 | 722 | 6.52 |
| Pond 1 (IN) | Post-Development 2-year | 2 | 16.939 | 731.8 | 76.2 |
| Pond 1 (OUT) | Post-Development 2-year | 2 | 16.935 | 733.6 | 75.68 |
| Pond 2 (IN) | Post-Development 2-year | 2 | 16.965 | 724 | 105.37 |
| Pond 2 (OUT) | Post-Development 2-year | 2 | 16.939 | 731.8 | 76.2 |
| Pond 3 (IN) | Post-Development 2-year | 2 | 11.543 | 728.6 | 75.89 |
| Pond 3 (OUT) | Post-Development 2-year | 2 | 11.464 | 755.8 | 34.27 |
| Pond 4 (IN) | Post-Development 2-year | 2 | 11.207 | 724.4 | 149.35 |
| Pond 4 (OUT) | Post-Development 2-year | 2 | 10.825 | 729.6 | 68.07 |

| Change (Post-Pre) | | |
|---|---|---|
| Label | Hydrograph Volume (ac-ft) | Peak Flow ($ft^3/s$) |
| **DP-2** | **0.75** | **-147.09** |

# Single 66" Existing RCP

## Project Description

| | |
|---|---|
| Friction Method | Manning Formula |
| Solve For | Full Flow Capacity |

## Input Data

| | | |
|---|---|---|
| Roughness Coefficient | 0.013 | |
| Channel Slope | 0.60000 | % |
| Normal Depth | 5.50 | ft |
| Diameter | 5.50 | ft |
| Discharge | 260.10 | ft³/s |

## Results

| | | |
|---|---|---|
| Discharge | 260.10 | ft³/s |
| Normal Depth | 5.50 | ft |
| Flow Area | 23.76 | ft² |
| Wetted Perimeter | 17.28 | ft |
| Hydraulic Radius | 1.38 | ft |
| Top Width | 0.00 | ft |
| Critical Depth | 4.49 | ft |
| Percent Full | 100.0 | % |
| Critical Slope | 0.00604 | ft/ft |
| Velocity | 10.95 | ft/s |
| Velocity Head | 1.86 | ft |
| Specific Energy | 7.36 | ft |
| Froude Number | 0.00 | |
| Maximum Discharge | 279.79 | ft³/s |
| Discharge Full | 260.10 | ft³/s |
| Slope Full | 0.00600 | ft/ft |
| Flow Type | SubCritical | |

## GVF Input Data

| | | |
|---|---|---|
| Downstream Depth | 0.00 | ft |
| Length | 0.00 | ft |
| Number Of Steps | 0 | |

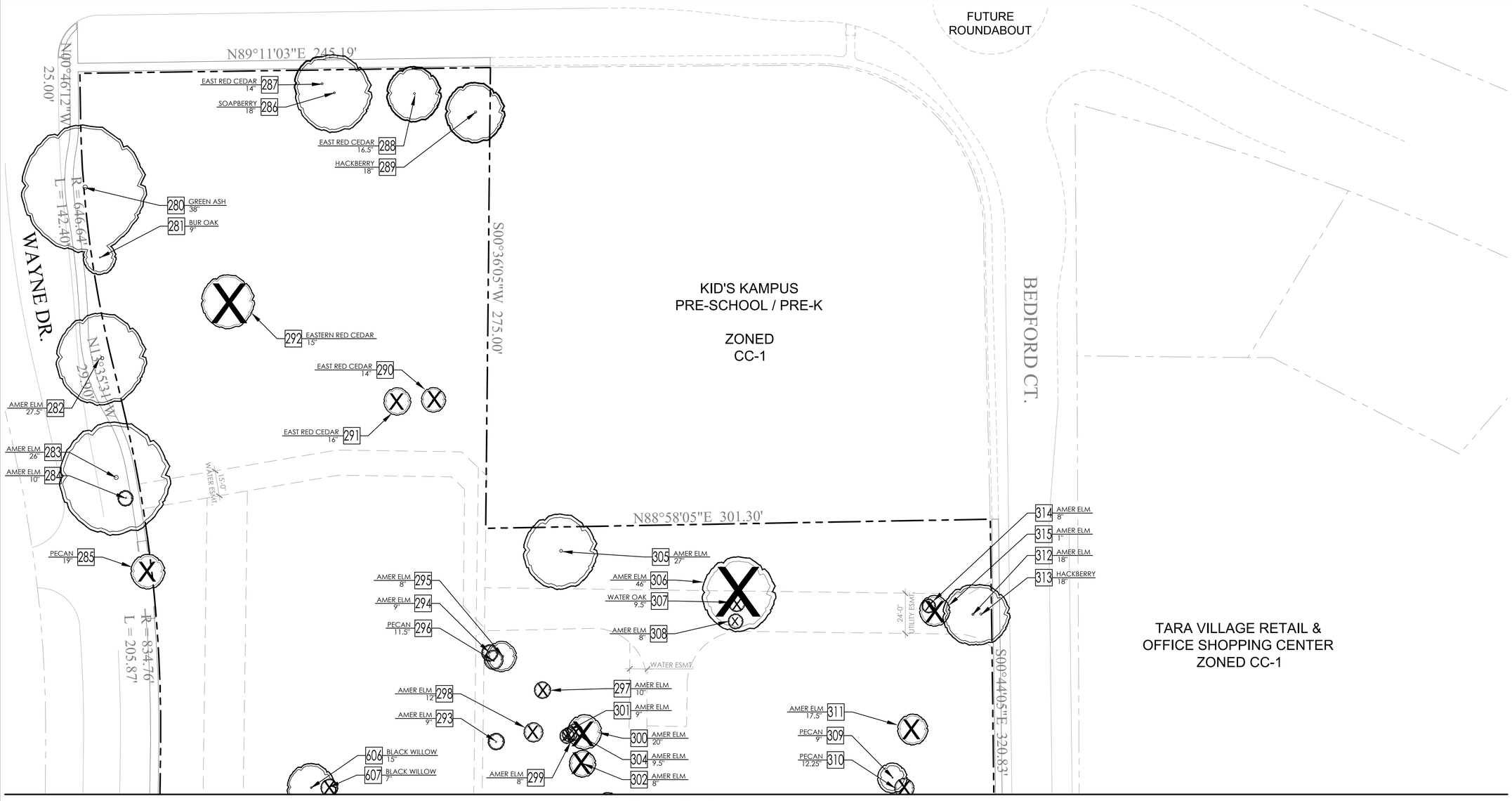
## GVF Output Data

| | | |
|---|---|---|
| Upstream Depth | 0.00 | ft |
| Profile Description | | |
| Profile Headloss | 0.00 | ft |
| Average End Depth Over Rise | 0.00 | % |

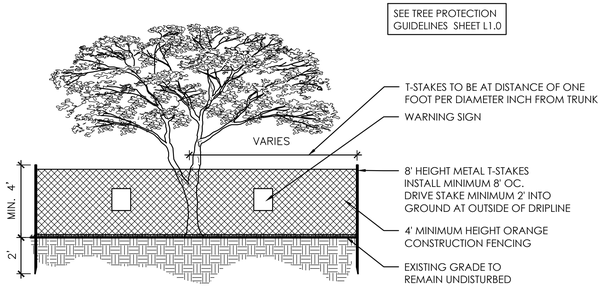
# Single 66" Existing RCP

## GVF Output Data

| | | |
|---|---|---|
| Normal Depth Over Rise | 100.00 | % |
| Downstream Velocity | Infinity | ft/s |
| Upstream Velocity | Infinity | ft/s |
| Normal Depth | 5.50 | ft |
| Critical Depth | 4.49 | ft |
| Channel Slope | 0.60000 | % |
| Critical Slope | 0.00604 | ft/ft |




MATCHLINE (SEE SHEET L1.1)




## A TREE PROTECTION FENCING DETAIL

SCALE: NTS

TREE PROTECTION NOTES:

1. A ROOT PROTECTION ZONE WILL BE ESTABLISHED AROUND EACH TREE TO BE PRESERVED. THE ROOT PROTECTION ZONE SHALL BE AN AREA DEFINED BY 2' BEYOND THE DRIPLINE OF THE EXISTING TREE.
2. WHERE CONSTRUCTION OCCURS WITHIN THE ROOT PROTECTION ZONE THE TREE PROTECTION FENCING IS TO BE SET 4' FROM THE NEW CONSTRUCTION.
3. TREE TRUNK PROTECTION IS REQUIRED FOR ALL TREE TRUNKS IN AREAS WHERE CONSTRUCTION OCCURS WITHIN THE ROOT PROTECTION ZONE.
4. ALL ROOTS LARGER THAN ONE-INCH DIAMETER ARE TO BE CUT CLEANLY AND OAK WOUNDS PAINTED WITH APPROVED TREE PAINT WITHIN 30 MINUTES.
5. NO EQUIPMENT, VEHICLES OR MATERIALS SHALL BE OPERATED OR STORED WITHIN THE ROOT PROTECTION ZONE.
6. NO CLEAN-OUT AREAS WILL BE CONSTRUCTED SO THAT MATERIAL WILL BE IN OR MIGRATE TO THE ROOT PROTECTION ZONE.
7. NO GRADE CHANGES MORE THAN 3" IS ALLOWED WITHIN THE ROOT PROTECTION ZONE.
8. ROOTS OR BRANCHES IN CONFLICT WITH CONSTRUCTION SHALL BE CUT CLEANLY ACCORDING TO PROPER PRUNING METHODS. ALL OAK WOUNDS SHALL BE PAINTED WITHIN 30 MINUTES TO PREVENT OAK WILT INFECTION.

NO ENTRY
TREE PROTECTION AREA
DO NOT REMOVE FENCING
DO NOT MODIFY FENCING
REPORT VIOLATORS TO: 817-503-1030

PROHIBIDO ENTRAR
ZONA DE PROTECCION DE ARBOL
NO RETIRE LA CERCA
NO MODIFQUE LA CERCA
LLAME ESTE NUMERO DE TELEFONO PARA
VIOLACIONES: 817-503-1030

## B TREE PROTECTION SIGNAGE

SCALE: NTS

## LEGEND

- PROPERTY LINE
- UTILITY EASEMENT
- EXISTING TOPO
- CRZ / EXISTING TREE TO BE REMOVED
- CRZ / EXISTING TREE TO REMAIN

GRAPHIC SCALE IN FEET
30 0 15 30 60
Scaled at 24" x 36" page size

## Bedford Place Addition

913 Cheek Sparger
Margaret Day Survey, Abstract 406
LL McLain Survey No. 1077
Allen Christain Sruvey, Abstract No. 339

## Land Owner Name

Forefront Living
1246 Merit Drive
Dallas, TX 75251


## Dunaway Associates

Janel Moody
550 Bailey, Ste.400
Fort Worth, TX 76107
817-835-6141


REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

# EXISTING CONDITIONS
# TREE PRESERVATION PLAN AREA A


DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
(TX REG. F-11144)


FOREFRONT LIVING
SENIOR LIVING
913 CHEEK SPARGER ROAD
COLLEYVILLE, TEXAS

| | |
|---|---|
| JOB NO. | 7160 |
| DESIGNED BY: | |
| DRAWN BY: | JMM |
| CHECKED BY: | MEA |
| DATE: | DECEMBER 22, 2021 |
| SHEET: | L1.0 |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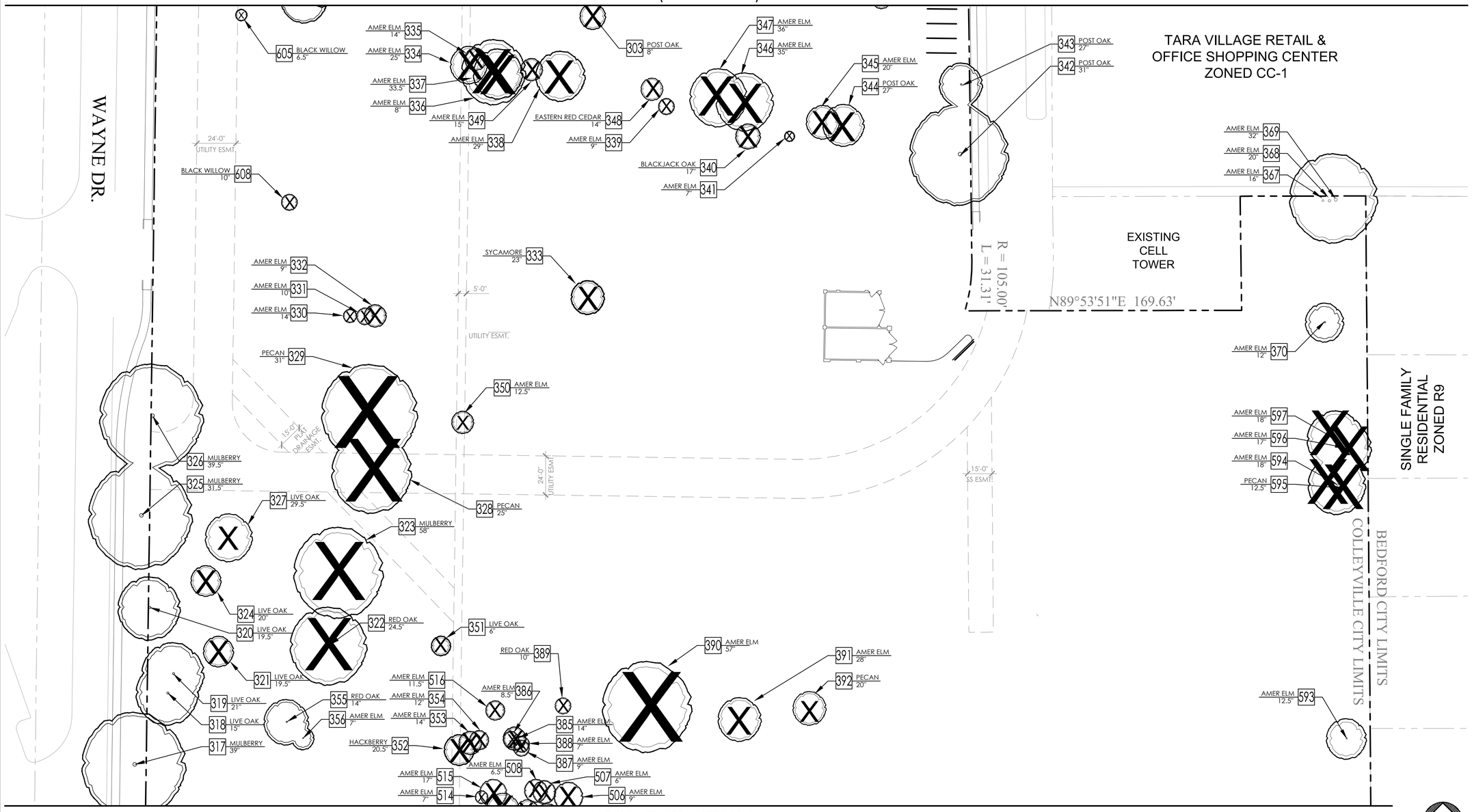
PLOTTED BY - Jane Moody
PLOTTED ON - Wednesday, December 22, 2021
PLOTTED AT - 11:16 AM




## CITY OF COLLEYVILLE TREE PROTECTION GUIDELINES

THE FOLLOWING PROCEDURES SHALL BE FOLLOWED FOR ALL CONSTRUCTION PROJECTS WHICH INVOLVE ACTIVITY THAT REQUIRES URBAN FORESTRY REVIEW, UNLESS AN ALTERNATIVE IS DEEMED APPROPRIATE BY THE ADMINISTRATIVE OFFICIAL.

A. PRE-CONSTRUCTION: THE ENSUING PROCEDURES SHALL BE FOLLOWED PRIOR TO CONSTRUCTION.

1. ALL PRESERVED TREES SHALL HAVE PROTECTIVE FENCING LOCATED AT THE TREE'S CRITICAL ROOT ZONE. THE PROTECTIVE FENCING SHALL BE COMPRISED OF ORANGE VINYL CONSTRUCTION FENCING, WITH A MINIMUM OF FOUR-FOOT (4') APPROXIMATE HEIGHT.

2. LUMBER SHALL BE WRAPPED VERTICALLY AROUND THE TREE TRUNK AND HELD IN PLACE WITH WIRE OR ANY OTHER NON-DAMAGING METHOD IF A TREE IS WITHIN TEN (10) FEET OF THE CONSTRUCTION OF A BUILDING OR ANY OTHER SITUATION DETERMINED BY THE ADMINISTRATIVE OFFICIAL THAT WOULD POSE A PHYSICAL RISK TO THE TREE TRUNK.

3. IN ORDER TO PREVENT DAMAGE TO LOW HANGING LIMBS, ANYTHING THAT MAY BE IMPACTED BY EQUIPMENT SHALL BE PRUNED ACCORDING TO ANSI A300 STANDARDS.

4. EACH AREA OF TREE PROTECTION SHALL REQUIRE TEMPORARY SIGNAGE THAT INDICATES THE AREA IS A "TREE PROTECTION AREA" AND TO "KEEP OUT". A WORDING STANDARD WILL BE DEVELOPED, UPDATED, AND MAINTAINED BY THE ADMINISTRATIVE OFFICIAL. THE WORDING SHALL BE IN ENGLISH AND SPANISH AND INCLUDE THE APPROPRIATE CONTACT PHONE NUMBER WITH THE CITY TO REPORT VIOLATIONS.

B. DURING CONSTRUCTION: THE FOLLOWING PROCEDURES SHALL BE FOLLOWED WITHIN THE LIMITS OF THE CRITICAL ROOT ZONE (CRZ) OF ANY PRESERVED TREE FOR ANY ACTIVITY THAT IS SUBJECT TO THE REQUIREMENTS OF THIS CHAPTER.

1. NO PLACEMENT OF MATERIALS INTENDED FOR USE IN CONSTRUCTION OR WASTE MATERIALS ACCUMULATED DUE TO EXCAVATION OR DEMOLITION.

2. NO EQUIPMENT MAY BE CLEANED OR OTHER LIQUIDS DEPOSITED. THIS WOULD INCLUDE BUT NOT BE LIMITED TO, PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR OR OTHER MATERIALS.

3. NO SIGN, WIRES OR OTHER ATTACHMENTS, OTHER THAN THOSE OF A PROTECTIVE NATURE SHALL BE ATTACHED TO THE TREES.

4. NO VEHICULAR AND CONSTRUCTION EQUIPMENT TRAFFIC OR PARKING.

5. UNDERGROUND UTILITIES SHALL BE BORED UNDERNEATH TREES' CRZ UNLESS PRE-APPROVED BY THE ADMINISTRATIVE OFFICIAL.

6. IRRIGATION SYSTEMS SHALL BE DESIGNED TO NOT REQUIRE TRENCHING ACROSS THE CRITICAL ROOT ZONE OF ANY TREE UNLESS OTHERWISE APPROVED BY THE ADMINISTRATIVE OFFICIAL.

7. NO DIGGING, BUILDING, PAVING, OR ELEVATION CHANGES.

## LEGEND

PROPERTY LINE

UTILITY EASEMENT

EXISTING TOPO

CRZ / EXISTING TREE TO BE REMOVED

CRZ / EXISTING TREE TO REMAIN

GRAPHIC SCALE IN FEET
30 0 15 30 60
Scaled at 24" x 36" page size

## Bedford Place Addition

913 Cheek Sparger
Margaret Day Survey, Abstract 406
LL McClain Survey No. 1077
Allen Christain Sruvey, Abstract No. 339

## Land Owner Name

Forefront Living
1246 Merit Drive
Dallas, TX 75251

## Dunaway Associates

Janel Moody
550 Bailey, Ste.400
Fort Worth, TX 76107
817-835-6141

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|

EXISTING CONDITIONS

TREE PRESERVATION PLAN AREA B

FOREFRONT LIVING
SENIOR LIVING
913 CHEEK SPARGER ROAD
COLLEYVILLE, TEXAS

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
(TX REG. F-1114)

JOB NO. 7160
DESIGNED BY:
DRAWN BY: JMM
CHECKED BY: MEA
DATE: DECEMBER 22, 2021
SHEET: L1.1

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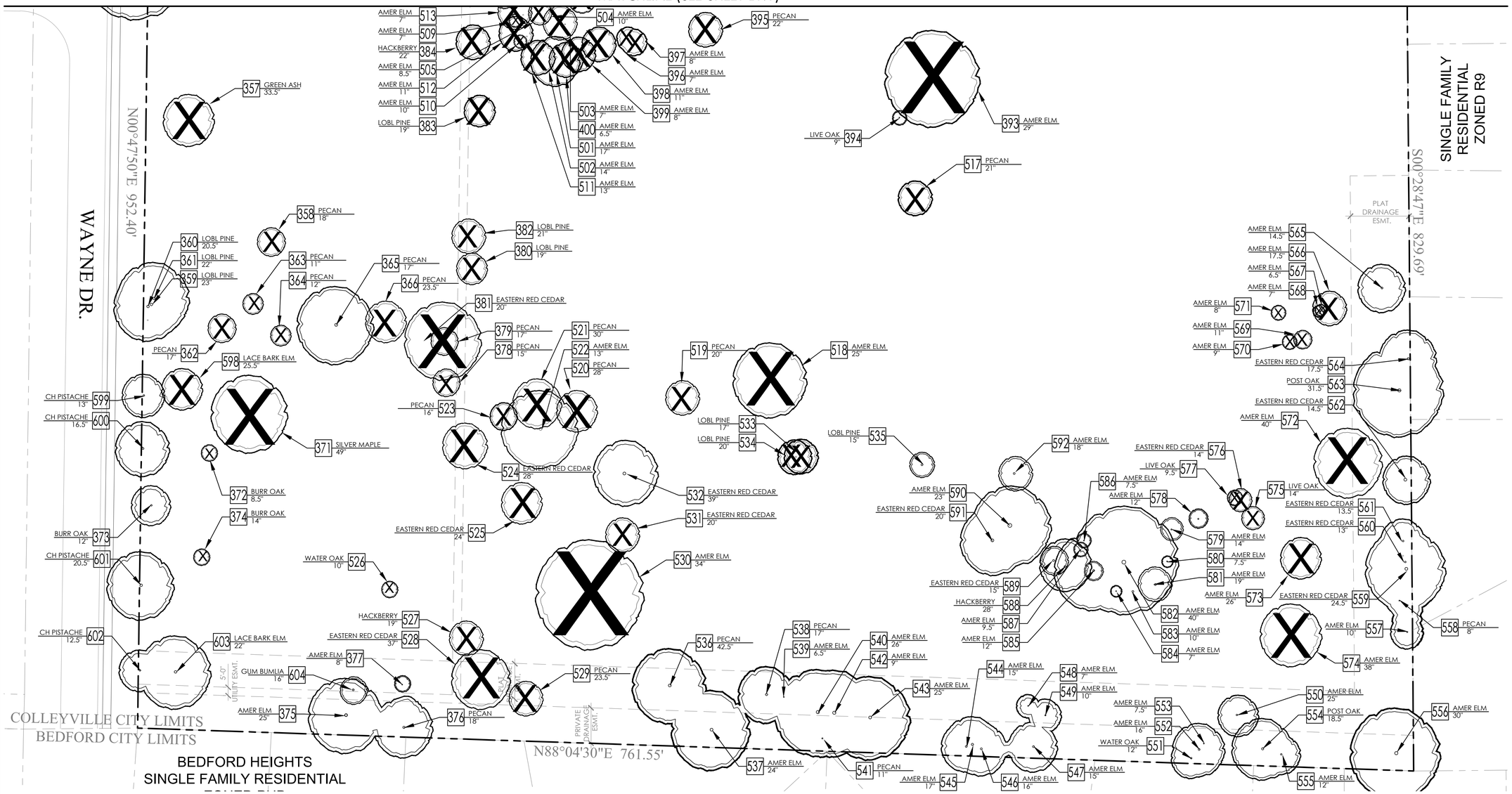
PLOTTED BY: Janel Moody
PLOTTED ON: Wednesday, December 22, 2021
PLOTTED AT: 9:50:15 AM

MATCHLINE (SEE SHEET L1.1)




## LEGEND

- PROPERTY LINE
- UTILITY EASEMENT
- EXISTING TOPO
- CRZ / EXISTING TREE TO BE REMOVED
- CRZ / EXISTING TREE TO REMAIN

GRAPHIC SCALE IN FEET
30 0 15 30 60
Scaled at 24" x 36" page size

## Bedford Place Addition

913 Cheek Sparger
Margaret Day Survey, Abstract 406
LL McLain Survey No. 1077
Allen Christain Sruvey, Abstract No. 339

## Land Owner Name

Forefront Living
1246 Merit Drive
Dallas, TX 75251

## Dunaway Associates


Janel Moody
550 Bailey, Ste.400
Fort Worth, TX 76107
817-835-6141


REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|

# EXISTING CONDITIONS
# TREE PRESERVATION PLAN AREA C

FOREFRONT LIVING
SENIOR LIVING
913 CHEEK SPARGER ROAD
COLLEYVILLE, TEXAS


DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
(TX REG. F-11114)


| | |
|---|---|
| JOB NO. | 7160 |
| DESIGNED BY: | |
| DRAWN BY: | JMM |
| CHECKED BY: | MEA |
| DATE: | DECEMBER 22, 2021 |
| SHEET: | L1.2 |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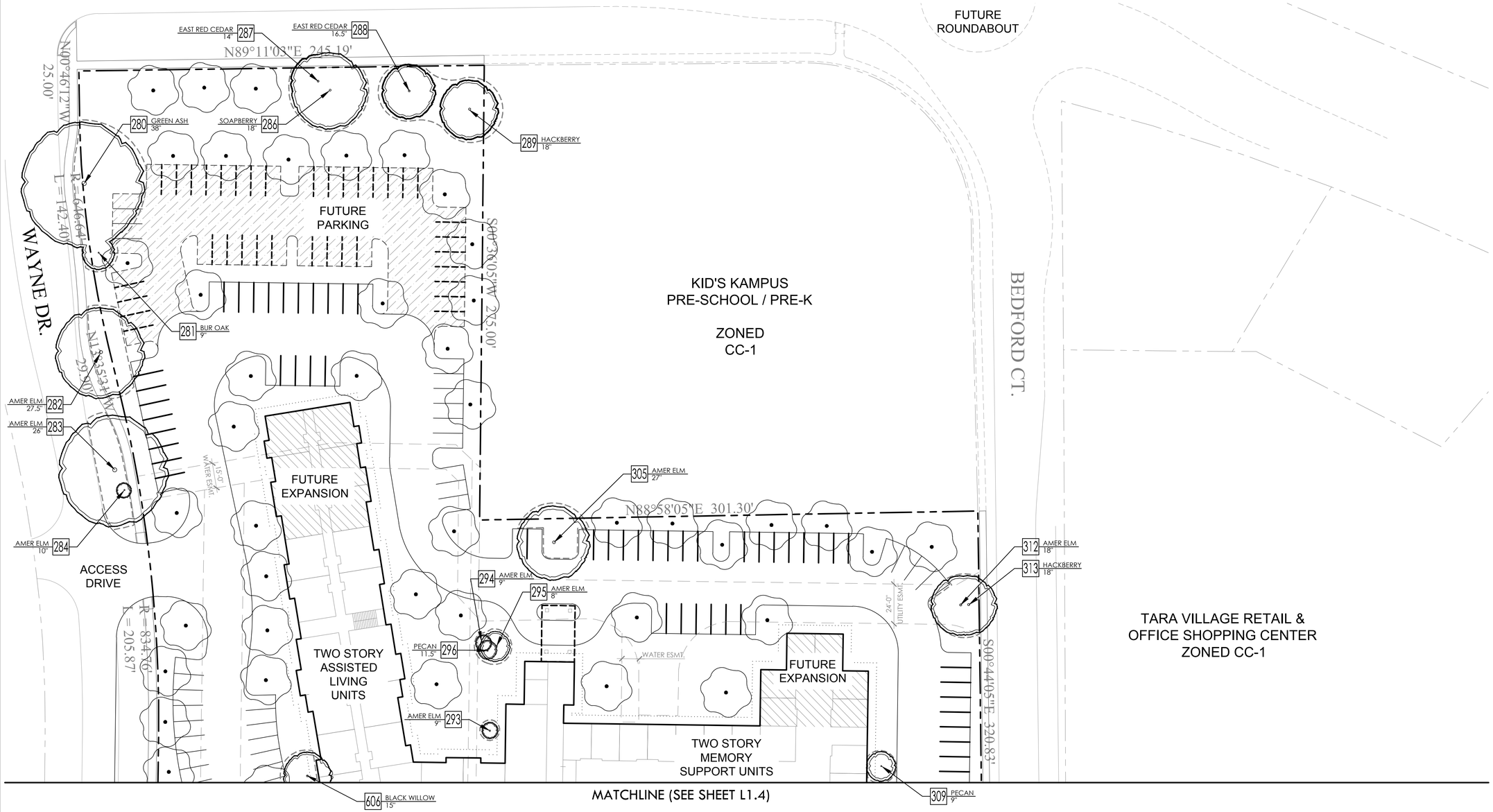
PLOTTED ON - Wednesday, December 22, 2021
PLOTTED AT - 11:24:24 AM




## PLANT SCHEDULE

| LARGE TREES | CODE | QTY | COMMON NAME | BOTANICAL NAME | CAL. | CONT. | HEIGHT | SPREAD |
|---|---|---|---|---|---|---|---|---|
| | PLT | 129 | PROPOSED LARGE TREE | PROPOSED LARGE TREE | 3" | 65 GAL | 12'-14' | 5'-7' |

## LEGEND

- PROPERTY LINE
- UTILITY EASEMENTS
- EXISTING TOPO
- COM. BUILDING ENVELOPE EXEMPT AREA
- EXISTING TREE TO REMAIN
- TREE PROTECTION FENCING REF. L1.0 FOR DETAIL
- PROPOSED LARGE TREE

GRAPHIC SCALE IN FEET
30 0 15 30 60
Scaled at 24" x 36" page size

## Bedford Place Addition

913 Cheek Sparger
Margaret Day Survey, Abstract 406
LL McLain Survey No. 1077
Allen Christain Sruvey, Abstract No. 339

## Land Owner Name

Forefront Living
1246 Merit Drive
Dallas, TX 75251

## Dunaway Associates

Janel Moody
550 Bailey, Ste.400
Fort Worth, TX 76107
817-835-6141

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|

PROPOSED DEVELOPMENT

TREE PRESERVATION PLAN AREA A

FOREFRONT LIVING
SENIOR LIVING
913 CHEEK SPARGER ROAD
COLLEYVILLE, TEXAS

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
(TX REG. F-11114)

| | |
|---|---|
| JOB NO. | 7160 |
| DESIGNED BY: | |
| DRAWN BY: | JMM |
| CHECKED BY: | MEA |
| DATE: | DECEMBER 22, 2021 |
| SHEET: | L2.0 |

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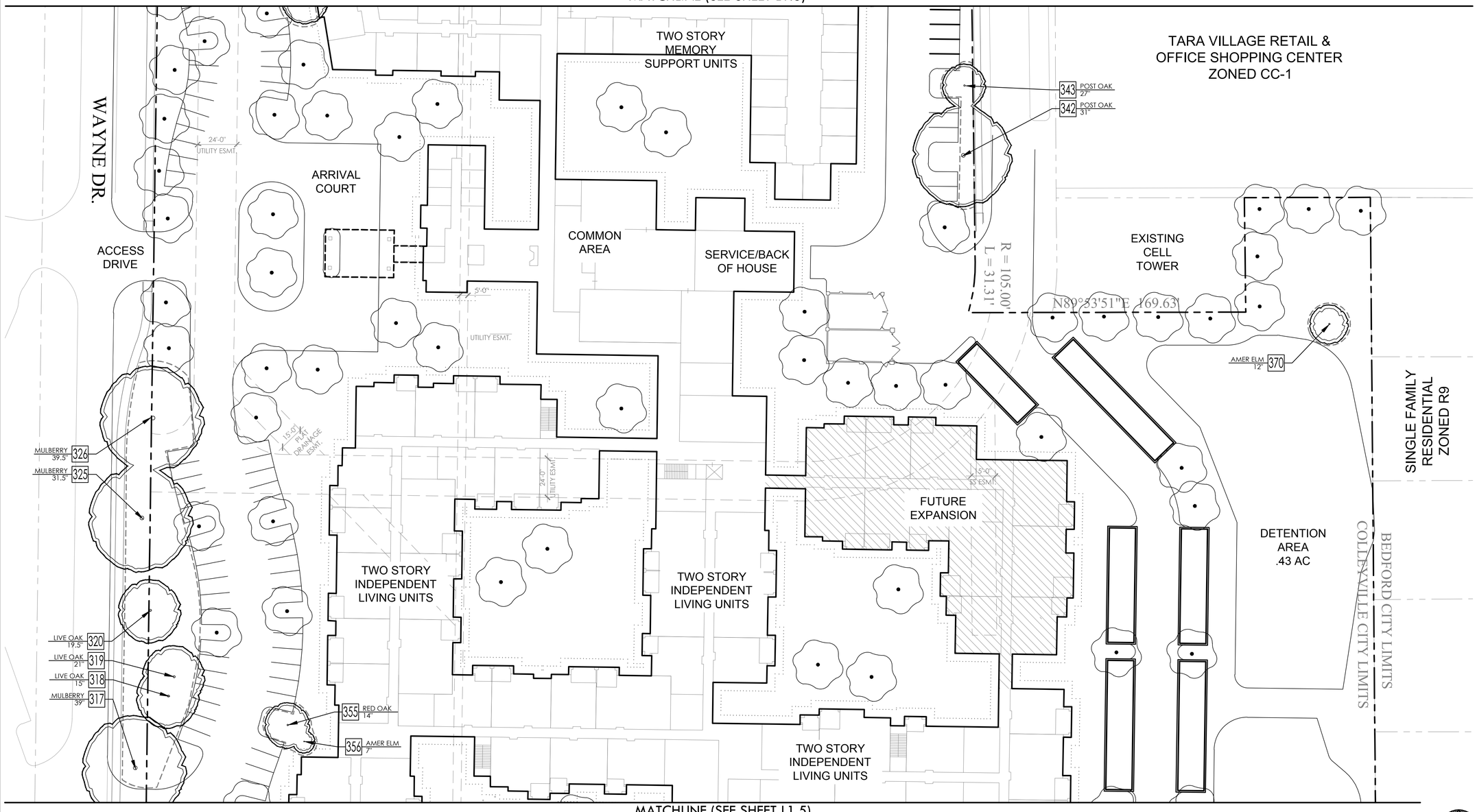



## PLANT SCHEDULE

| LARGE TREES | CODE | QTY | COMMON NAME | BOTANICAL NAME | CAL. | CONT. | HEIGHT | SPREAD |
|---|---|---|---|---|---|---|---|---|
| | PLT | 129 | PROPOSED LARGE TREE | PROPOSED LARGE TREE | 3" | 65 GAL | 12`-14` | 5`-7` |

## LEGEND

- PROPERTY LINE
- UTILITY EASEMENTS
- EXISTING TOPO
- COM. BUILDING ENVELOPE EXEMPT AREA
- EXISTING TREE TO REMAIN
- TREE PROTECTION FENCING REF. L1.0 FOR DETAIL
- PROPOSED LARGE TREE

GRAPHIC SCALE IN FEET
30 0 15 30 60
Scaled at 24" x 36" page size

## Bedford Place Addition

913 Cheek Sparger
Margaret Day Survey, Abstract 406
LL McLain Survey No. 1077
Allen Christain Sruvey, Abstract No. 339

## Land Owner Name

Forefront Living
1246 Merit Drive
Dallas, TX 75251

## Dunaway Associates

Janel Moody
550 Bailey, Ste.400
Fort Worth, TX 76107
817-835-6141

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|

PROPOSED DEVELOPMENT

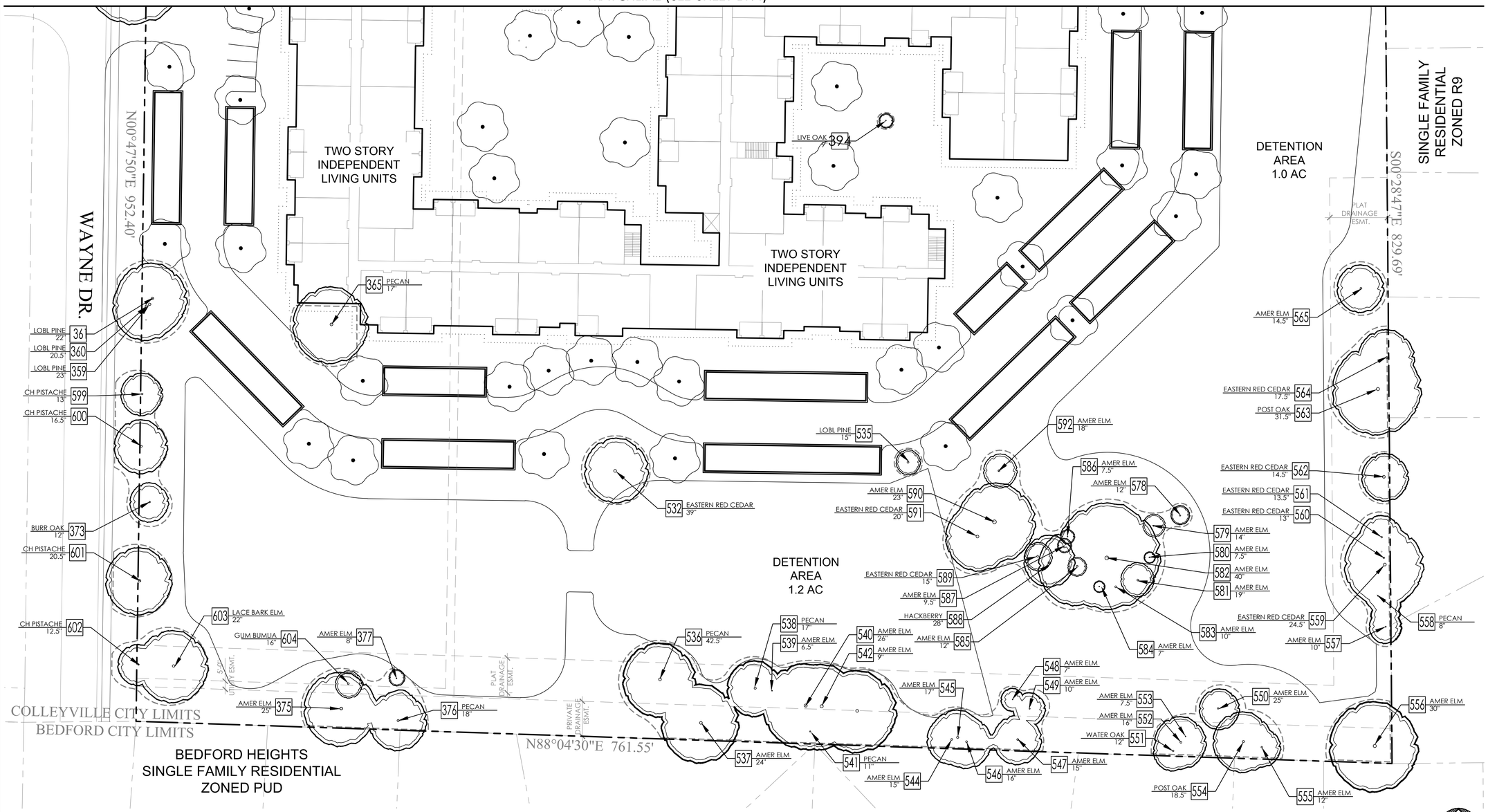
TREE PRESERVATION PLAN AREA B

FOREFRONT LIVING
SENIOR LIVING
913 CHEEK SPARGER ROAD
COLLEYVILLE, TEXAS

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
(TX REG. F-1114)

| | |
|---|---|
| JOB NO. | 7160 |
| DESIGNED BY: | MEA |
| DRAWN BY: | JMM |
| CHECKED BY: | MEA |
| DATE: | DECEMBER 22, 2021 |
| SHEET: | L2.1 |

FILENAME: Tree Prsv Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Wednesday, December 22, 2021
PLOTTED AT: 8:54:45 AM




## PLANT SCHEDULE

| LARGE TREES | CODE | QTY | COMMON NAME | BOTANICAL NAME | CAL. | CONT. | HEIGHT | SPREAD |
|---|---|---|---|---|---|---|---|---|
| • | PLT | 129 | PROPOSED LARGE TREE | PROPOSED LARGE TREE | 3" | 65 GAL | 12`-14` | 5`-7` |

## LEGEND

- PROPERTY LINE
- UTILITY EASEMENTS
- EXISTING TOPO
- COM. BUILDING ENVELOPE EXEMPT AREA
- EXISTING TREE TO REMAIN
- TREE PROTECTION FENCING REF. L1.0 FOR DETAIL
- PROPOSED LARGE TREE

GRAPHIC SCALE IN FEET
30 0 15 30 60
Scaled at 24" x 36" page size

## Bedford Place Addition

913 Cheek Sparger
Margaret Day Survey, Abstract 406
LL McLain Survey No. 1077
Allen Christain Sruvey, Abstract No. 339

## Land Owner Name

Forefront Living
1246 Merit Drive
Dallas, TX 75251


## Dunaway Associates

Janel Moody
550 Bailey, Ste.400
Fort Worth, TX 76107
817-835-6141


REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|

PROPOSED DEVELOPMENT

TREE PRESERVATION PLAN AREA C


DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
(TX REG. F-11114)


FOREFRONT LIVING
SENIOR LIVING
913 CHEEK SPARGER ROAD
COLLEYVILLE, TEXAS

| | |
|---|---|
| JOB NO. | 7160 |
| DESIGNED BY: | |
| DRAWN BY: | JMM |
| CHECKED BY: | MEA |
| DATE: | DECEMBER 22, 2021 |
| SHEET: | L2.2 |


FILENAME - Tree Pres Plan.dwg
PLOTTED BY - Jane Moody
PLOTTED ON - Wednesday, December 22, 2021
PLOTTED AT - 10:52:21 AM

| TAG NUMBER | CALIPER INCHES | CANOPY SF | SPECIES | EXCLUSIONS | REMOVE/PRESERVE |
|---|---|---|---|---|---|
| 1280 | 38 | 4534.2 | **Green Ash / HERITAGE** | | PRESERVE |
| 1281 | 9 | 254.3 | Burr Oak | | PRESERVE |
| 1282 | 27.5 | 2374.6 | American Elm / **HERITAGE** | OFFSITE | PRESERVE |
| 1283 | 26 | 2122.6 | American Elm / **HERITAGE** | OFFSITE | PRESERVE |
| 1284 | 10 | 314.0 | American Elm | OFFSITE | PRESERVE |
| 1285 | 19 | 1133.5 | Pecan | OFFSITE | REMOVE |
| 1286 | 18 | 1017.4 | Soapberry | | PRESERVE |
| 1287 | 14 | 615.4 | Eastern Red Cedar | | PRESERVE |
| 1288 | 16.5 | 854.9 | Eastern Red Cedar | | PRESERVE |
| 1289 | 18 | 1017.4 | Hackberry | NON-PROTECTED | PRESERVE |
| 1290 | 14 | 615.4 | Eastern Red Cedar | | REMOVE |
| 1291 | 16 | 803.8 | Eastern Red Cedar | | REMOVE |
| 1292 | 15 | 706.5 | Eastern Red Cedar | | REMOVE |
| 1293 | 9 | 254.3 | Amerian Elm | | PRESERVE |
| 1294 | 11.5 | 415.3 | American Elm | | PRESERVE |
| 1295 | 9 | 254.3 | American Elm | | PRESERVE |
| 1296 | 18.5 | 1074.7 | American Elm | | PRESERVE |
| 1297 | 10 | 314.0 | American Elm | CBE | REMOVE |
| 1298 | 12 | 452.2 | American Elm | CBE | REMOVE |
| 1299 | 8 | 201.0 | American Elm | CBE | REMOVE |
| 1300 | 9.5 | 283.4 | American Elm | CBE | REMOVE |
| 1301 | 9 | 254.3 | American Elm | CBE | REMOVE |
| 1302 | 8 | 201.0 | American Elm | CBE | REMOVE |
| 1303 | 8 | 201.0 | Post Oak | CBE | REMOVE |
| 1304 | 20 | 1256.0 | American Elm | CBE | REMOVE |
| 1305 | 27 | 2289.1 | American Elm / **HERITAGE** | | PRESERVE |
| 1306 | 46 | 6644.2 | American Elm, multi / **HERITAGE** | EXEMPT-CT | REMOVE |
| 1307 | 9.5 | 283.4 | Water Oak | | REMOVE |
| 1308 | 8 | 201.0 | American Elm | | REMOVE |
| 1309 | 9 | 254.3 | Pecan | | PRESERVE |
| 1310 | 12.5 | 490.6 | Pecan | | REMOVE |
| 1311 | 17.5 | 961.6 | American Elm | | REMOVE |
| 1312 | 18 | 1017.4 | American Elm | | PRESERVE |
| 1313 | 18 | 1017.4 | Hackberry | NON-PROTECTED | PRESERVE |
| 1314 | 8 | 201.0 | American Elm | | REMOVE |
| 1315 | 17 | 907.5 | American Elm, multi | | REMOVE |
| 1317 | 39 | 4775.9 | Mulberry / **HERITAGE** | OFFSITE | PRESERVE |
| 1318 | 15 | 706.5 | Live Oak | | PRESERVE |
| 1319 | 21 | 1384.7 | Live Oak | | PRESERVE |
| 1320 | 19.5 | 1194.0 | Live Oak | | PRESERVE |
| 1321 | 19.5 | 1194.0 | Live Oak | | REMOVE |
| 1322 | 24.5 | 1884.8 | Red Oak | CBE | REMOVE |
| 1323 | 58 | 10563.0 | Mulberry / **HERITAGE** | EXEMPT-CT/CBE | REMOVE |
| 1324 | 20 | 1256.0 | Live Oak | | REMOVE |
| 1325 | 31.5 | 3115.7 | Mulberry / **HERITAGE** | OFFSITE | PRESERVE |
| 1326 | 39.5 | 4899.2 | **Mulberry, multi / HERITAGE** | | PRESERVE |
| 1327 | 29.5 | 2732.6 | **Live Oak, multi / HERITAGE** | | REMOVE |
| 1328 | 25 | 1962.5 | Pecan / **HERITAGE** | CBE | REMOVE |
| 1329 | 31 | 3017.5 | Pecan / **HERITAGE** | CBE | REMOVE |
| 1330 | 9 | 254.3 | American Elm | | REMOVE |
| 1331 | 10 | 314.0 | American Elm | | REMOVE |
| 1332 | 14 | 615.4 | American Elm | | REMOVE |
| 1333 | 23 | 1661.1 | Sycamore | CBE | REMOVE |
| 1334 | 25 | 1962.5 | **American Elm / HERITAGE** | CBE | REMOVE |
| 1335 | 14 | 615.4 | American Elm | CBE | REMOVE |
| 1336 | 8 | 201.0 | American Elm | CBE | REMOVE |
| 1337 | 33.5 | 3523.9 | **American Elm / HERITAGE** | CBE | REMOVE |
| 1338 | 29 | 2640.7 | **American Elm / HERITAGE** | CBE | REMOVE |
| 1339 | 9 | 254.3 | American Elm | CBE | REMOVE |
| 1340 | 17 | 907.5 | **Blackjack Oak / HERITAGE** | CBE | REMOVE |
| 1341 | 7 | 153.9 | American Elm | CBE | REMOVE |
| 1342 | 31 | 3017.5 | Post Oak / **HERITAGE** | | PRESERVE |
| 1343 | 27 | 2289.1 | Post Oak | | PRESERVE |
| 1344 | 27 | 2289.1 | **Post Oak, multi / HERITAGE** | CBE | REMOVE |
| 1345 | 20 | 1256.0 | American Elm | CBE | REMOVE |
| 1346 | 35 | 3846.5 | **American Elm / HERITAGE** | CBE | REMOVE |
| 1347 | 36 | 4069.4 | **American Elm / HERITAGE** | CBE | REMOVE |
| 1348 | 14 | 615.4 | Eastern Red Cedar | | REMOVE |
| 1349 | 15 | 706.5 | American Elm | | REMOVE |
| 1350 | 12.5 | 490.6 | American Elm | CBE | REMOVE |
| 1351 | 6 | 113.0 | Live Oak | CBE | REMOVE |
| 1352 | 20.5 | 1319.6 | Hackberry, multi | NON-PROTECTED | REMOVE |
| 1353 | 14 | 615.4 | American Elm | CBE | REMOVE |
| 1354 | 12 | 452.2 | American Elm | CBE | REMOVE |
| 1355 | 14 | 615.4 | Red Oak | | PRESERVE |
| 1356 | 7 | 153.9 | American Elm | | PRESERVE |
| 1357 | 33.5 | 3523.9 | Green Ash | | REMOVE |
| 1358 | 18 | 1017.4 | Pecan | | REMOVE |
| 1359 | 23 | 1661.1 | Loblolly Pine | | PRESERVE |
| 1360 | 20.5 | 1319.6 | Loblolly Pine | | PRESERVE |
| 1361 | 22 | 1519.8 | Loblolly Pine | | PRESERVE |
| 1362 | 17 | 907.5 | Pecan | | REMOVE |
| 1363 | 11 | 379.9 | Pecan | | REMOVE |
| 1364 | 12 | 452.2 | Pecan | | REMOVE |
| 1365 | 17 | 907.5 | Pecan, multi | | PRESERVE |
| 1366 | 23.5 | 1734.1 | Pecan, multi | CBE | REMOVE |
| 1367 | 16 | 803.8 | American Elm | | REMOVE |
| 1368 | 20 | 1256.0 | American Elm | | REMOVE |
| 1369 | 32 | 3215.4 | American Elm / **HERTIGAGE** | | REMOVE |
| 1370 | 12 | 452.2 | American Elm | | PRESERVE |
| 1371 | 49 | 7539.1 | Silver Maple, multi / **HERITAGE** | EXEMPT-CT | REMOVE |
| 1372 | 8.5 | 226.9 | Burr Oak | | REMOVE |
| 1373 | 12 | 452.2 | Burr Oak | | PRESERVE |
| 1374 | 10 | 314.0 | Burr Oak | | REMOVE |
| 1375 | 25 | 1962.5 | American Elm / **HERITAGE** | | PRESERVE |
| 1376 | 18 | 1017.4 | Pecan | | PRESERVE |
| 1377 | 8 | 201.0 | American Elm | | PRESERVE |
| 1378 | 15 | 706.5 | Pecan, multi | | REMOVE |
| 1379 | 17 | 907.5 | Pecan | CBE | REMOVE |

| TAG NUMBER | CALIPER INCHES | CANOPY | SPECIES | EXCLUSIONS | REMOVE/PRESERVE |
|---|---|---|---|---|---|
| 1380 | 19 | 1133.5 | Loblolly Pine | CBE | REMOVE |
| 1381 | 20 | 1256.0 | Eastern Red Cedar | CBE | REMOVE |
| 1382 | 21 | 1384.7 | Loblolly Pine | CBE | REMOVE |
| 1383 | 19 | 1133.5 | Loblolly Pine | | REMOVE |
| 1384 | 22 | 1519.8 | Hackberry | | REMOVE |
| 1385 | 14 | 615.4 | American Elm | CBE | REMOVE |
| 1386 | 8.5 | 226.9 | American Elm | CBE | REMOVE |
| 1387 | 9 | 254.3 | American Elm | CBE | REMOVE |
| 1388 | 7 | 153.9 | American Elm | CBE | REMOVE |
| 1389 | 10.5 | 346.2 | Red Oak | CBE | REMOVE |
| 1390 | 57 | 10201.9 | American Elm, multi / **HERITAGE** | EXEMPT-CT/CBE | REMOVE |
| 1391 | 28 | 2461.8 | **American Elm / HERITAGE** | CBE | REMOVE |
| 1392 | 20 | 1256.0 | Pecan, multi | CBE | REMOVE |
| 1393 | 29 | 2640.7 | American Elm, multi / **HERITAGE** | | REMOVE |
| 1394 | 9 | 254.3 | Live Oak | | PRESERVE |
| 1395 | 22 | 1519.8 | Pecan | CBE | REMOVE |
| 1396 | 7 | 153.9 | American Elm | | REMOVE |
| 1397 | 8 | 201.0 | American Elm | | REMOVE |
| 1398 | 11 | 379.9 | American Elm | | REMOVE |
| 1399 | 8 | 201.0 | American Elm | | REMOVE |
| 1400 | 6.5 | 132.7 | American Elm | | REMOVE |
| 1501 | 17 | 907.5 | American Elm | | REMOVE |
| 1502 | 14 | 615.4 | American Elm | | REMOVE |
| 1503 | 7 | 153.9 | American Elm | | REMOVE |
| 1504 | 10 | 314.0 | American Elm | | REMOVE |
| 1505 | 8.5 | 226.9 | American Elm | | REMOVE |
| 1506 | 9 | 254.3 | American Elm | CBE | REMOVE |
| 1507 | 6 | 113.0 | American Elm | CBE | REMOVE |
| 1508 | 6.5 | 132.7 | American Elm | CBE | REMOVE |
| 1509 | 7 | 153.9 | American Elm | | REMOVE |
| 1510 | 10 | 314.0 | American Elm, multi | | REMOVE |
| 1511 | 13 | 530.7 | American Elm | | REMOVE |
| 1512 | 11 | 379.9 | American Elm | | REMOVE |
| 1513 | 7 | 153.9 | American Elm | | REMOVE |
| 1514 | 7 | 153.9 | American Elm | | PRESERVE |
| 1515 | 17 | 907.5 | American Elm, multi | | PRESERVE |
| 1516 | 11.5 | 415.3 | American Elm, multi | CBE | REMOVE |
| 1517 | 21 | 1384.7 | Pecan | CBE | REMOVE |
| 1518 | 25 | 1962.5 | American Elm / **HERITAGE** | | PRESERVE |
| 1519 | 20 | 1256.0 | Pecan, multi | | REMOVE |
| 1520 | 28 | 2461.8 | **Pecan / HERITAGE** | | REMOVE |
| 1521 | 30 | 2826.0 | **Pecan / HERITAGE** | | REMOVE |
| 1522 | 13 | 530.7 | American Elm | | REMOVE |
| 1523 | 16 | 803.8 | Pecan | | REMOVE |
| 1524 | 28 | 2461.8 | **Eastern Red Cedar / HERITAGE** | | REMOVE |
| 1525 | 24 | 1808.6 | Eastern Red Cedar | | REMOVE |
| 1526 | 10 | 314.0 | Water Oak | | REMOVE |
| 1527 | 19 | 1133.5 | Hackberry | NON-PROTECTED | REMOVE |
| 1528 | 37 | 4298.7 | Eastern Red Cedar, multi / **HERITAGE** | EXEMPT-CT | REMOVE |
| 1529 | 23.5 | 1734.1 | Pecan | | REMOVE |
| 1530 | 34 | 3629.8 | American Elm, multi / **HERITAGE** | | REMOVE |
| 1531 | 20 | 1256.0 | Eastern Red Cedar | | REMOVE |
| 1532 | 39 | 4775.9 | **Eastern Red Cedar, multi / HERITAGE** | | PRESERVE |
| 1533 | 17 | 907.5 | Loblolly Pine | | REMOVE |
| 1534 | 20 | 1256.0 | Loblolly Pine | | REMOVE |
| 1535 | 15 | 706.5 | Loblolly Pine | | REMOVE |
| 1536 | 42.5 | 5671.6 | **Pecan, multi / HERITAGE** | | PRESERVE |
| 1537 | 24 | 1808.6 | American Elm | | PRESERVE |
| 1538 | 17 | 907.5 | Pecan | | PRESERVE |
| 1539 | 6.5 | 132.7 | American Elm | | PRESERVE |
| 1540 | 26 | 2122.6 | American Elm / **HERITAGE** | | PRESERVE |
| 1541 | 11 | 379.9 | Pecan | | PRESERVE |
| 1542 | 9 | 254.3 | American Elm | | PRESERVE |
| 1543 | 25 | 1962.5 | American Elm, multi / **HERITAGE** | | PRESERVE |
| 1544 | 15 | 706.5 | American Elm | | PRESERVE |
| 1545 | 17 | 907.5 | American Elm | | PRESERVE |
| 1546 | 16 | 803.8 | American Elm | | PRESERVE |
| 1547 | 15 | 706.5 | American Elm | | PRESERVE |
| 1548 | 7 | 153.9 | American Elm | | PRESERVE |
| 1549 | 10 | 314.0 | American Elm | | PRESERVE |
| 1550 | 25 | 1962.5 | **American Elm / HERITAGE** | | PRESERVE |
| 1551 | 12 | 452.2 | Water Oak | | PRESERVE |
| 1552 | 16 | 803.8 | American Elm | | PRESERVE |
| 1553 | 7.5 | 176.6 | American Elm | | PRESERVE |
| 1554 | 18.5 | 1074.7 | **Post Oak / HERITAGE** | | PRESERVE |
| 1555 | 12 | 452.2 | American Elm | | PRESERVE |
| 1556 | 30 | 2826.0 | American Elm / **HERITAGE** | | PRESERVE |
| 1557 | 10 | 314.0 | American Elm | | PRESERVE |
| 1558 | 8 | 201.0 | Pecan, multi | | PRESERVE |
| 1559 | 24.5 | 1884.8 | Eastern Red Cedar | | PRESERVE |
| 1560 | 13 | 530.7 | Eastern Red Cedar | | PRESERVE |
| 1561 | 13.5 | 572.3 | Eastern Red Cedar | | PRESERVE |
| 1562 | 14.5 | 660.2 | Eastern Red Cedar | | PRESERVE |
| 1563 | 31.5 | 3115.7 | Post Oak, multi / **HERITAGE** | | PRESERVE |
| 1564 | 17.5 | 961.6 | Eastern Red Cedar | | PRESERVE |
| 1565 | 14.5 | 660.2 | American Elm, multi | | PRESERVE |
| 1566 | 17.5 | 961.6 | American Elm | | REMOVE |
| 1567 | 6.5 | 132.7 | American Elm | | REMOVE |
| 1568 | 7 | 153.9 | American Elm | | REMOVE |
| 1569 | 11 | 379.9 | American Elm | | REMOVE |
| 1570 | 9 | 254.3 | American Elm | | REMOVE |
| 1571 | 8 | 201.0 | American Elm | | REMOVE |
| 1572 | 40 | 5024.0 | **American Elm / HERITAGE** | | REMOVE |
| 1573 | 26 | 2122.6 | **American Elm / HERITAGE** | | REMOVE |
| 1574 | 38 | 4534.2 | **American Elm / HERITAGE** | | REMOVE |
| 1575 | 14 | 615.4 | Live Oak | | REMOVE |
| 1576 | 14 | 615.4 | Eastern Red Cedar | | REMOVE |
| 1577 | 9.5 | 283.4 | Live Oak | | REMOVE |
| 1578 | 12 | 452.2 | American Elm | | PRESERVE |

| TAG NUMBER | CALIPER INCHES | CANOPY | SPECIES | EXCLUSIONS | REMOVE/PRESERVE |
|---|---|---|---|---|---|
| 1579 | 14 | 615.4 | American Elm | | PRESERVE |
| 1580 | 7.5 | 176.6 | American Elm | | PRESERVE |
| 1581 | 19 | 1133.5 | American Elm | | PRESERVE |
| 1582 | 40 | 5024.0 | American Elm, multi / **HERITAGE** | EXEMPT-CT | PRESERVE |
| 1583 | 10 | 314.0 | American Elm | | PRESERVE |
| 1584 | 7 | 153.9 | American Elm | | PRESERVE |
| 1585 | 12 | 452.2 | American Elm | | PRESERVE |
| 1586 | 7.5 | 176.6 | American Elm | | PRESERVE |
| 1587 | 9.5 | 283.4 | American Elm, multi | | PRESERVE |
| 1588 | 28 | 2461.8 | Hackberry, multi / **HERITAGE** | NON-PROTECTED | PRESERVE |
| 1589 | 15 | 706.5 | Eastern Red Cedar | | PRESERVE |
| 1590 | 23 | 1661.1 | American Elm, multi | | PRESERVE |
| 1591 | 20 | 1256.0 | Eastern Red Cedar | | PRESERVE |
| 1592 | 18 | 1017.4 | American Elm, multi | | PRESERVE |
| 1593 | 12.5 | 490.6 | American Elm, multi | | REMOVE |
| 1594 | 18 | 1017.4 | American Elm | | REMOVE |
| 1595 | 12.5 | 490.6 | Pecan | | REMOVE |
| 1596 | 17 | 907.5 | American Elm | | REMOVE |
| 1597 | 18 | 1017.4 | American Elm | | REMOVE |
| 1598 | 25.5 | 2041.8 | Lace Bark Elm / **HERITAGE** | EXEMPT-CT | REMOVE |
| 1599 | 13 | 530.7 | Chinese Pistache | | PRESERVE |
| 1600 | 16.5 | 854.9 | Chinese Pistache | | PRESERVE |
| 1601 | 20.5 | 1319.6 | Chinese Pistache | | PRESERVE |
| 1602 | 12.5 | 490.6 | Chinese Pistache, multi | | PRESERVE |
| 1603 | 22 | 1519.8 | Lace Bark Elm, multi | | PRESERVE |
| 1604 | 16 | 803.8 | Gum Bumelia | | PRESERVE |
| 1605 | 6.5 | 132.7 | Black Willow | | REMOVE |
| 1606 | 15 | 706.5 | Black Willow, multi | CBE | PRESERVE |
| 1607 | 7 | 153.9 | Black Willow | | PRESERVE |
| 1608 | 10 | 314.0 | Black Willow, multi | | REMOVE |

| TREE DATA SUMMARY | |
|---|---|
| TOTAL TREE QUANTITY (NON-EXEMPT) | 162 |
| TOTAL TREE DIAMETER INCHES (NON-EXEMPT) | 2685 |
| TOTAL TREE CANOPY SF (NON-EXEMPT) | 170123.6 |

| | |
|---|---|
| TOTAL PRESERVATION | 93313.0 |
| TOTAL HERITAGE REMOVED | 58330.2 |

## TREE DATA

| **Preservation Summary** | **Square Feet** |
|---|---|
| Total SF Canopy of Non-Exempt Trees | 170,124 |
| Required 50% Preservation | 85,062 |
| Provided Preservation | 93,313 |
| Required Mitigation Planting (Heritage Trees 58,330 sf) | 291,650 |
| | |
| **Site Canopy Summary** | |
| Gross Area of Lot | 803,625 |
| Building Area | 241,081 |
| Net Area of Lot | 562,544 |
| Required Tree Coverage (50%) | 281,272 |
| Preserved Tree Canopy | 93,313 |
| Canopy Required | 187,959 |
| Tree Planting for Canopy | 94 Trees |
| | |
| **Planting Summary** | |
| Trees Required for Mitigation of Heritage Trees (291650 sf.) | 146 Trees |
| Trees Required for Canopy | 94 Trees |
| Remaining Trees Required for Mitigation (146 Trees - 94 Trees) | 52 Trees |
| Total Tree Required (52 Mitigation Trees + 94 Trees) | 146 Trees |
| Total Trees Provided (-17) | 129 Trees |
| Mitigation Fees for 17 Trees , $100 per inch | |

## Bedford Place Addition

913 Cheek Sparger
Margaret Day Survey, Abstract 406
LL McLain Survey No. 1077
Allen Christain Sruvey, Abstract No. 339

## Land Owner Name

Forefront Living
1246 Merit Drive
Dallas, TX 75251

## Dunaway Associates

Janel Moody
550 Bailey, Ste.400
Fort Worth, TX 76107
817-835-6141

REVISIONS

| NO. | DESCRIPTION | DATE |
|---|---|---|
| | | |

TREE SURVEY DATA

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121 • Fax: 817.335.7437
(TX REG. F-11174)

FOREFRONT LIVING
SENIOR LIVING
913 CHEEK SPARGER ROAD
COLLEYVILLE, TEXAS

| | |
|---|---|
| JOB NO. | 7160 |
| DESIGNED BY: | |
| DRAWN BY: | JMM |
| CHECKED BY: | MEA |
| DATE: | DECEMBER 22, 2021 |
| SHEET: | L3.0 |

FILENAME - Tree Preservation Plan.dwg
PLOTTED By - Matthew Hicks
PLOTTED On - Wednesday, December 22, 2021 - 10:29:44 AM
PLOTTED AT - 1"=30' A4

DUNAWAY

# MEMO

To: Larry Wright, PE
City Engineer
City of Colleyville

From: Donald J. Szczesny, PE, PTOE
Senior Discipline Lead | Associate
Dunaway Associates, LLC

Date: October 7, 2021

Re: Trip Generation for Forefront Colleyville Senior Living Facility – Additional Update

Project: B007160.001

STATE OF TEXAS
DONALD J. SZCZESNY
72556
REGISTERED
PROFESSIONAL ENGINEER
10/7/2021

## Introduction

This trip generation memo is being provided to the City of Colleyville as a comparison of the assumed trip generation between the previously approved Heritage Farms PUD-C site plan and the proposed Forefront Colleyville Senior Living Facility, as shown in the **Attachment**. The proposed facility is planned along the east side of Wayne Drive, southeast of the Wayne Drive and Cheek-Sparger Road intersection in Colleyville, Texas. The proposed modifications to the development will change the development land use mix slightly, as the small commercial/retail building fronting along Cheek Sparger Road has been removed and replaced with a parking lot. The remainder of the development will continue as proposed (Assisted Living) but will include a change in the number and size of the units constructed for the proposed senior living facility. To determine the potential impacts of the new site plan, Dunaway performed a before/after trip generation comparison of the old and new site plans utilizing the Institute of Transportation Engineers *Trip Generation,* 10th Edition.

## Previous Site Plan Trip Generation

The previous site plan included 281 units (a mixture of Independent, Assisted, and Memory Care) at an average of 903 SF per unit for a total of 253,700 SF. In addition to the senior living portion, a small building was proposed that included 9,500 SF of office/retail. For ITE land use 254 (Assisted Living Facility) both occupied beds and KSF was checked to determine the worst-case scenario. Based on the calculations, the assisted living facility generates more peak hour trips when KSF is used as the dependent variable. A comparison of the trip generation for the previous site plan can be found in **Table 1**. The trip generation calculations are included as an **Attachment.**

*Table 1. Summary of Previous Site Plan Trip Generation*

| Description/ITE Code | Qty. | Daily | AM | | PM | |
|---|---|---|---|---|---|---|
| | | | Enter | Exit | Enter | Exit |
| Small Office Building 712 | 4.75 KSF | 77 | 8 | 2 | 4 | 8 |
| Variety Store (Specialty Retail) 814 | 4.75 KSF | 305 | 9 | 6 | 17 | 16 |
| Assisted Living 254 | 253.7 KSF | 1,063 | 77 | 22 | 37 | 85 |
| | **Totals** | **1,445** | **94** | **30** | **58** | **109** |

## Proposed Site Plan Trip Generation

The modified site plan includes 260 units at an average of 1,218 SF per unit for a total of 316,680 SF. As with the previous site plan, this is a mixture of Independent, Assisted, and Memory Care units. The trip generation for the proposed site plan can be found in **Table 2**.

*Table 2. Summary of Proposed Site Plan Trip Generation*

| Description/ITE Code | Qty. | Daily | AM | | PM | |
|---|---|---|---|---|---|---|
| | | | Enter | Exit | Enter | Exit |
| Assisted Living 254 | 316.6 KSF | 1,327 | 96 | 27 | 46 | 106 |
| **Totals** | | **1,327** | **96** | **27** | **46** | **106** |

## Trip Generation Comparison (Before / After Analysis)

To capture the potential impact of the proposed development, the trip generation for the previous site plan and updated site plan were compared to determine the net change in trips generated by the site due to the proposed site plan modification. As seen in **Table 3**, the proposed changes to the site plan will cause a decrease in daily traffic by 118 vehicles. During the traditional peak hours, the site traffic is also expected to decrease. The total decrease in trips due to the proposed development equates to 1 during the AM peak hour, and 15 during the PM peak hour.

*Table 3. Trip Generation Comparison*

| Description/ITE Code | Qty. | Daily | AM | | PM | |
|---|---|---|---|---|---|---|
| | | | Enter | Exit | Enter | Exit |
| **Previous Site Plan** | | | | | | |
| Small Office Building 712 | 4.75 KSF | 77 | 8 | 2 | 4 | 8 |
| Variety Store (Specialty Retail) 814 | 4.75 KSF | 305 | 9 | 6 | 17 | 16 |
| Assisted Living 254 | 253.7 KSF | 1,063 | 77 | 22 | 37 | 85 |
| **Proposed Site Plan** | | | | | | |
| Assisted Living 254 | 316.6 KSF | 1,327 | 96 | 27 | 46 | 106 |
| **Delta (Proposed - Previous)** | | **-118** | **+2** | **-3** | **-12** | **-3** |

## Conclusion

Based on the results of the analysis, the new proposed site plan will slightly decrease the number of trips generated by the site over a typical day and during the AM and PM peak hours. It is Dunaway's recommendation to allow the proposed changes from the previously approved site plan.

DJS/djs

G:\Production4000\007100\7160\001\Civil\Traffic\21-1007 Forefront Colleyville Senior Living Facility - Update.docx

Attachments:
Forefront Colleyville Senior Living Concept
Trip Generation Calculations

CELL TOWER PARCEL

SERVICE YARD

DETENTION AREA

20' LANDSCAPE BUFFER

25' BUILDING SETBACK

MEMORY CARE (One Story)

FUTURE ROUNDABOUT

BEDFORD COURT

CHEEK SPARGER ROAD

SERVICE/BACK OF HOUSE

ASSISTED LIVING (Two Story)

LANDSCAPE BUFFER

10' BUILDING SETBACK

PROJECT MONUMENT SIGN

COMMUNITY ARRIVAL COURT

IL COMMONS (One Story)

INDEPENDENT LIVING (Two Story)

WAYNE DRIVE

DETENTION AREA

# MRC Colleyville Senior Living

colleyville, texas

## MASTER PLAN

sc : 1:100 7/24/2019

N

three design that lifts the human spirit

08-Oct-21

**ITE Trip Generation Rates - 10th Edition**
**Pass-by rates from ITE Trip Generation Handbook - 3rd Edition**

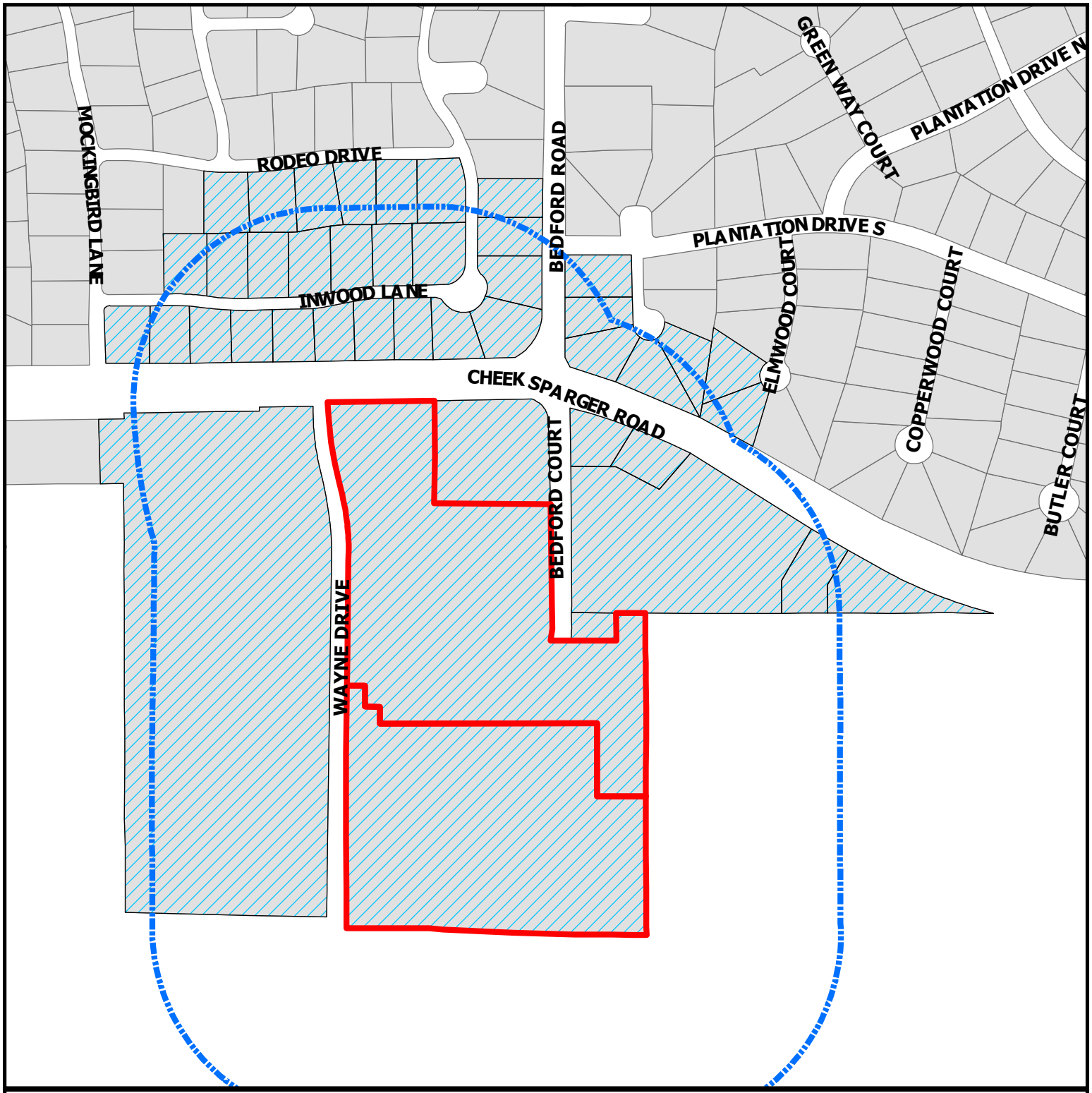
**Instructions:** Enter Expected Unit Volumes into Column 'M'

Previous Site Plan

| Description/ITE Code | Units | ITE Vehicle Trip Generation Rates | | | | | | | | | Expected Units | Total Generated Trips | | | | | Unadjusted Volume | | Unadjusted Volume | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | (Peak Hour of Adjacent Street) | | | | (Peak Hour of Generator) | | | | | | | | | | | | | | |
| | | Weekday | AM | PM | AM Pass-By | PM Pass-By | AM In | AM Out | PM In | PM Out | | Daily | AM Hour | PM Hour | AM Pass-By | PM Pass-By | AM In | AM Out | PM In | PM Out |
| Assisted Living 254 | KSF$^2$ | 4.19 | 0.39 | 0.48 | | | 78% | 22% | 30% | 70% | 253.7 | 1,063 | 99 | 122 | 0 | 0 | 77 | 22 | 37 | 85 |
| Small Office Building 712 | KSF$^2$ | 16.19 | 1.92 | 2.45 | | | 83% | 17% | 32% | 68% | 4.75 | 77 | 9 | 12 | 0 | 0 | 8 | 2 | 4 | 8 |
| Variety Store (Specialty Retail) 814 | KSF$^2$ | 63.47 | 3.18 | 6.84 | | 34% | 57% | 43% | 52% | 48% | 4.75 | 301 | 15 | 32 | 0 | 11 | 9 | 6 | 17 | 16 |
| | | | | | | | | | | | | | | | | | | | | |
| Assisted Living 254 | KSF$^2$ | 4.19 | 0.39 | 0.48 | | | 78% | 22% | 30% | 70% | 316.6 | 1,327 | 123 | 152 | 0 | 0 | 96 | 27 | 46 | 106 |

Proposed Site Plan

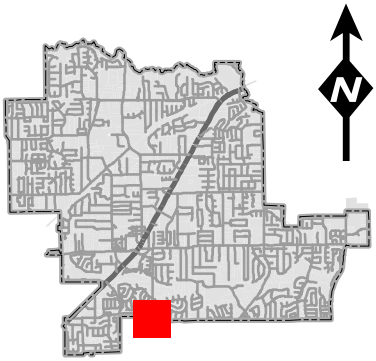
# Notification Map




CITY OF COLLEYVILLE TEXAS

## ZC21-037

### 913 Cheek-Sparger Road




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

Subject Property

500ft Buffer

Properties within 500ft

# 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, January 10, 2022 at 7:00 p.m.**
**City Council Meetings: Tuesday, February 1, 2022 & Tuesday, February 15, 2022 at 7:30 p.m.**
**3rd floor of City Hall, 100 Main Street, Colleyville, Texas**

| | |
|---|---|
| **Request:** | Consideration of a change of zoning from a PUD-C Planned Unit Development-Commercial district to a PUD-C Planned Unit Development-Commercial district, specifically for a Senior Living Facility. The request is for a new development on the currently vacant land. |
| **Zoning Case:** | ZC21-037 |
| **Applicant:** | Steven Ailey |
| **Owner:** | Robert Beall |
| **Location:** | 913 Cheek-Sparger Road at Wayne Drive (Southeast Corner) |
| **Property Description:** | Lot 1, Block A, Heritage Farms |
| **Present Zoning:** | Planned Unit Development-Commercial |

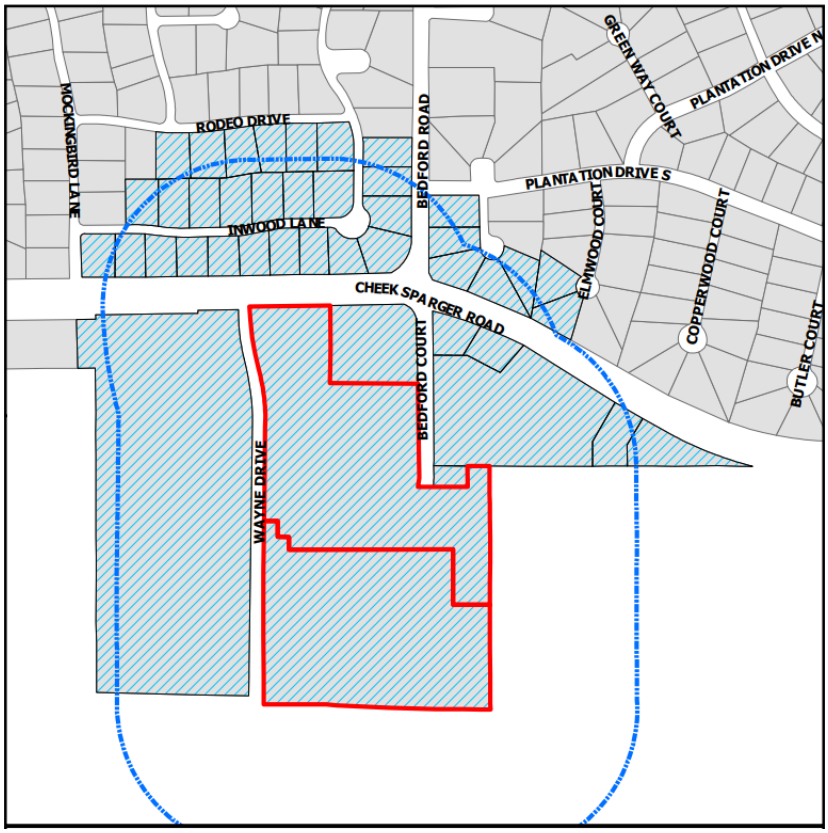
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a 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

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

| Owner_Name | Owner_Addr | Owner_City |
|---|---|---|
| FLICK, WILLIAM | 900 INWOOD LN | COLLEYVILLE, TX |
| FOY, STEPHEN | 1009 INWOOD LN | COLLEYVILLE, TX |
| KELLY, DAVID | 905 INWOOD LN | COLLEYVILLE, TX |
| BLOWEN, JACQUELINE A | 714 CARDINAL LN #2 | BOONE, NC |
| RINGO, CASEY K | 3906 ELMWOOD CT | COLLEYVILLE, TX |
| BOWEN, WILLIAM M | 1001 RODEO DR | COLLEYVILLE, TX |
| STRAUB, ROBERT C | 902 INWOOD LN | COLLEYVILLE, TX |
| BAERG, HAROLD J | 3848 CAMPUS DR STE 112 | NEWPORT BEACH, CA |
| HUGGINS, SAMUEL E | 4000 PLANTATION CT | COLLEYVILLE, TX |
| GRIFFITH, JAMES C | 4002 PLANTATION CT | COLLEYVILLE, TX |
| ANDREWS, CHARLEY | PO BOX 1853 | COLLEYVILLE, TX |
| BAERG, HAL | 3848 CAMPUS DR STE 112 | NEWPORT BEACH, CA |
| FALKENSTEIN, LOUANN | 1002 INWOOD LN | COLLEYVILLE, TX |
| CHERRY, LARRY | 903 RODEO DR | COLLEYVILLE, TX |
| NASH, ROBERT G | 905 RODEO DR | COLLEYVILLE, TX |
| JACKSON, WILLIAM D | 1003 INWOOD LN | COLLEYVILLE, TX |
| ALVAREZ, DAVID | 4004 PLANTATION CT | COLLEYVILLE, TX |
| MECK, TYLER | 4001 MOCKINGBIRD LN | COLLEYVILLE, TX |
| RAWLINGS, RICHARD | 4005 INWOOD LN | COLLEYVILLE, TX |
| COPP, MICHAEL K | 803 INWOOD LN | COLLEYVILLE, TX |
| MCDONALD, RICHARD A | 904 INWOOD LN | COLLEYVILLE, TX |
| ALLEN, SAM H | 901 RODEO DR | COLLEYVILLE, TX |
| REID, TERRY BRYANT | 907 INWOOD LN | COLLEYVILLE, TX |
| WOLLIN, MARK | 907 RODEO DR | COLLEYVILLE, TX |
| IOVINELLI, LUCI | 4006 PLANTATION CT | COLLEYVILLE, TX |
| BELL, MICHAEL E | 1001 INWOOD LN | COLLEYVILLE, TX |
| MILLER, RAY | 3904 ELMWOOD CT | COLLEYVILLE, TX |
| BAERG, HAL | 3848 CAMPUS DR STE 112 | NEWPORT BEACH, CA |
| BEALL DENTON PARTNERS LP | 5712 COLLEYVILLE BLVD STE 200 | COLLEYVILLE, TX |
| DAY, CHRISTOPHER | 802 INWOOD LN | COLLEYVILLE, TX |
| SHIPP, SANDRA L | 901 INWOOD LN | COLLEYVILLE, TX |
| BEALL DENTON PARTNERS LP | 5712 COLLEYVILLE BLVD STE 200 | COLLEYVILLE, TX |
| COVER-TEK INC | 551 SILICON DR STE 100 | SOUTHLAKE, TX |
| SANDIFER, COLLIN | 906 INWOOD LN | COLLEYVILLE, TX |
| COVENANT CHRISTIAN ACADEMY | 901 CHEEK SPARGER RD | COLLEYVILLE, TX |
| BERG, ROBERT E | 4003 INWOOD LN | COLLEYVILLE, TX |
| CHATELAIN, GARY M | 1007 INWOOD LN | COLLEYVILLE, TX |
| SALEEM, NAZEER A | 1000 INWOOD LN | COLLEYVILLE, TX |
| BEALL DENTON PARTNERS LP | 5712 COLLEYVILLE BLVD STE 200 | COLLEYVILLE, TX |
| ALLRED, SHANE | 1005 INWOOD LN | COLLEYVILLE, TX |
| SCF RC FUNDING IV LLC | 902 CARNEGIE CENTER BLVD STE 5 | PRINCETON, NJ |
| JONES, GREGORY | 903 INWOOD LN | COLLEYVILLE, TX |
| MYERS, DAVID W | 7017 OAK HILLS CT | NORTH RICHLAND HILLS, TX |
| TARA PLANTATION ADDITION | P.O. Box 565 | COLLEYVILLE, TX |
| SADDLEBROOK ADDITION | P.O. Box 382 | COLLEYVILLE, TX |
| HURST EULESS BEDFORD ISD | 1849 CENTRAL DR | BEDFORD, TX |

# LETTER OF OPPOSITION

To:
Community Development Department

City of Colleyville
100 Main Street
Colleyville, TX 76034

Re:
Zoning case ZC21-037

As a homeowner on Woodmont Court in Bedford, which borders the eastern edge of the proposed Senior Living Community, I am against the zoning change request by Greystone / Forefront Living. I have owned my property for over 30 years, so I was here in 2012 to object to the original rezoning of this property from residential / agriculture to commercial.

Despite objections, the City Council voted nine years ago to rezone this property to commercial, specifically for a Senior Center proposed by Heritage Farms, who did make some compromises on the original site plan. The compromises included the overall reduction of the project's scope by increasing the distance between the Senior Center and the surrounding residents' homes, as well as addressing the drainage flooding concerns. They also agreed to build a roundabout at Bedford and Cheek-Sparger Roads. The result is the approved site plan from 2012.

Heritage Farms abandoned the project several years ago, and now Greystone has applied for a Senior Center, but with changes. The significant changes that I oppose are:

(1) the reduction of drainage / retention area to control flooding. It is significantly smaller than the approved plan from 2012, and there is no plan to enlarge the 40 year old culvert under the Tara Shopping Center. Currently, during a heavy rain, water approaches yards of Bedford homes adjacent to the planned development. Fortunately, the land for the planned development is serving as a floodplain with the grass absorbing water into the ground. However, with this new proposed development, the concrete/buildings/parking lots will replace the grassy plain, thereby worsening the existing drainage pattern. Flooding of homes on Woodmont Court, of Tara Shopping Center, of Little Bear Creek and the homes surrounding it in Tara Plantation will inevitably worsen, especially with more frequent projected severe storms. As it is, the Bedford Road gates are down anytime there is a heavy rain. The Colleyville City Council was so concerned about this flooding issue in 2012, they required the water retention area to be increased significantly from the original plan.

(2) the increased population density and therefore overcrowding . This will inevitably lead to a strain in resources, increased traffic, noise pollution, light pollution, all a contradiction to the low-density and uniquely open and rural character that the city of Colleyville prides itself in.

(3) the three-story apartment-style buildings at a significantly closer proximity to the Bedford properties. From my fence, it will be about 100 ft. to a building's edge, as opposed to the 250 ft. approved plan from 2012. The roads and carports will also be much closer.

**Other Considerations:**

**A Senior Living Center located next door to Covenant Christian Academy is not a reasonable fit.**

a) significant increase of congestion on Cheek-Sparger and Bedford Road without addressing the need for a roundabout.

(b) The location would also be problematic/unpopular for the clients of the Senior Living Community due to the location of a 4G tower on the property, and the intense lighting and noise from the football, and baseball fields from Covenant Christian Academy.

In conclusion, the changes being proposed by Greystone / Forefront Living, resulting in the **complete destruction of a natural floodplain**, and **overcrowding this property with 3 story apartment style buildings**, would be detrimental to both Colleyville and Bedford.

Thank You,

12/30/21

Thomas A. Buckelew, Jocelyne S. Buckelew
3709 Woodmont Court
Bedford, TX 76021

902 Inwood Lane
Colleyville, TX 76034
January 5, 2022

TO: Colleyville Development Department
ATTN: Jacquelyn Reyff
Subject: Zoning Case ZC21-037 Retirement Community

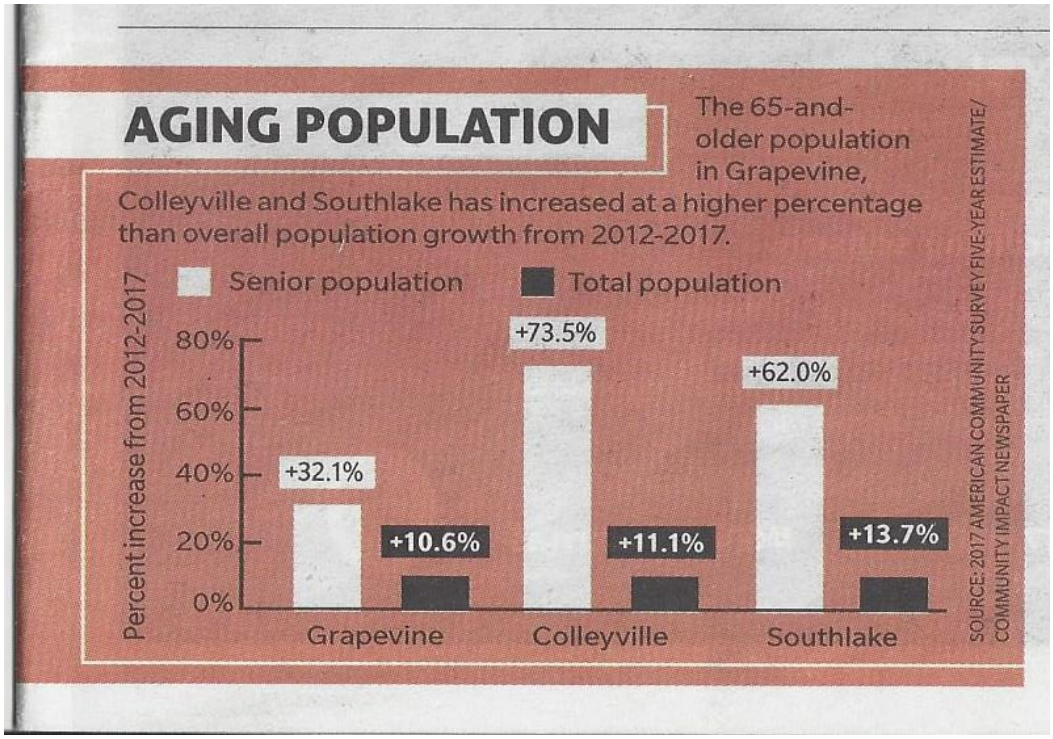
My name is Robert Straub. My wife and I live across the street from the subject zoning case in Saddlebrook where we built a home in 1989. As we are getting up in years, retirement communities like the one of this subject zoning request have become of interest to us. Downsizing from a larger two-story home to something on a single level without the challenges of taking care of a yard, a pool, etc. is something we are interested in. The continuing care aspect of the subject proposed development (while hopefully not in our future) is a positive aspect.

We have lived here for over 30 years and thoroughly enjoy the Colleyville community. We have close access to everything we need on most days: grocery stores, restaurants, pharmacies, doctors, a hardware store, our church and it is only a few minutes to other major retail establishments like Lowes, Home Depot, Kohls, etc. Unfortunately, the opportunities to downsize are limited and the access to a retirement facility like the one proposed are also limited unless we want to leave the Colleyville community.

While the proposed community is of interest to us, our ideal choice would be something akin to what is known as a “patio home” or a “villa”. Something in the range of 1700-2100 square feet, single story, 3 bedrooms 2+ baths, 2 car garage and “modern amenities” in a $350,000 to $400,000 price range. I had hoped the various developers that have proposed developing the subject property over the years would have considered at least providing some units similar to what I have described with the ability, when appropriate/necessary, to move into a smaller residence, assisted living and/or memory care facilities.

At the last Panning and Zoning meeting when the developer presented his case for the subject property, it was rejected on what seemed to be soft issues: (1) it

was a non-profit so Colleyville would not receive any tax revenues and (2) the additional residences would add to the fire/EMT load. I am curious why the Baptist church was approved for their recent large expansion given it is also a non-profit. Also, Covenant Christian Academy (another non-profit) across the street from where we live, significantly expanded their facilities some years ago. What additional tax revenues were generated as a result of those developments? There is no reason to believe that residences of the subject proposed development would not spend time and money in Colleyville and hence generate revenue for the businesses there and hence tax revenues. Demographics of Colleyville suggest that the over 65 population has increased significantly (and will continue to do so) considerably more than the total population (see chart below). This demographic segment of the population also represents a significantly wealthier portion of the total population. Without attractive alternative home choices in Colleyville, this portion of the population will migrate to those communities that offer retirement/continuing care communities like that proposed by the developer and take their wealth with them.



I strongly urge the Planning and Zoning Commission give the developer every opportunity to add this significant amenity to the Colleyville community and enhance an already attractive place for people of all ages to live. If necessary, work with the developer to embellish the total package by sharing the costs of developing the roundabout at the intersection of Bedford and Cheek-Sparger Roads (it is desperately needed!).

Sincerely,

Robert C. Straub Jr. and Betty L. Straub

Suzi Schieda
3102 Queensbury Way Court
Colleyville, TX  76034

January 07, 2022

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

RE: Zoning Case ZC21-037
Senior Living Retirement Community

My name is Suzi Schieda and I reside at the address indicated in the header of this letter. Please consider and record this letter as my documented support of the zoning case referenced above.

My husband and I have been residents of Colleyville for many years. We love Colleyville and want to remain here as we retire. Colleyville has no viable retirement focused living options, however.

We are actually pleased to learn the applicant and owner-developer of the proposed project is a faith based not-for-profit organization with a reputation for quality. Real Estate tax issues and cost of road improvements should be of secondary concern and focus should be on bring quality living options to our ever-expanding senior population within Colleyville

My husband and I strongly urge the P&Z Commission and the City Council to approve this zoning request.

Sincerely,

Suzi and Luigi Schieda

**Patrick Gleason**
**114 Quail Run**
**Colleyville, TX 46034**

January 7, 2022

City of Colleyville
100 Main Street
Colleyville, TX 76034

RE: Zoning Case ZC21-037

My wife, Tracy and I have been residents of Colleyville since 2009. We would like to support approval of the proposed Senior Living Community referenced in this zoning case. As we and many of our friends approach retirement, the option of a Colleyville based senior living community is the subject of much discussion. Without a quality senior living community in Colleyville, I am afraid we will not have any option but to leave our home community upon retirement.

This proposed community, per the documents attached to the agenda for the Planning and Zoning Commission meeting of January 10, 2022, would seem to be in accordance with the city's development plan and ordinances. In addition, I would think this would be a good neighbor to the developments surrounding the proposed location. I understand that the proposed community will pay for costs of road improvements and impact fees for use of other city services.

We strongly urge you to approve this proposed development and provide a quality housing option for Colleyville seniors.

Sincerely,

Patrick Gleason

## Dakari Hill

**From:** Jackie Reyff
**Sent:** Monday, January 10, 2022 8:17 AM
**To:** Mary Weyand; Ben Bryner
**Cc:** Dakari Hill
**Subject:** RE: Support for zoning request ZC21-037

Mr. Weyand,

We are in receipt of your letter regarding Case ZC21-037 and it will be shared with the Planning and Zoning Commission and City Council.

If you have any further questions, I may be reached by phone or email.

*Jackie*
Jacquelyn Reyff, AICP
Principal Planner
CITY OF COLLEYVILLE TEXAS
817.503.1056
*Integrity ~ Communication ~ Excellence ~ Transparency*

ATTENTION ALL PUBLIC OFFICIALS: A "Reply to All" of this e-mail could lead to violations of the Texas Open Meeting Act. Please reply only to the sender.

**From:** Mary Weyand <[redacted]>
**Sent:** Sunday, January 9, 2022 8:11 PM
**To:** Jackie Reyff <JReyff@colleyville.com>; Ben Bryner <BBryner@colleyville.com>
**Subject:** Support for zoning request ZC21-037

Gentlemen,

I understand the discussion and decision on zoning for a proposed senior living is on the agenda for Monday, January 10, 2022. I am not a resident of Colleyville, but my residence in Grapevine is two blocks from the Colleyville city line and I spend a lot of time and money in Colleyville. I am a senior citizen and have lived in this location for the past 19 years.

During this time I have observed the growth of senior living communities is various locations in the area. I would highly suggest that you approve this zoning request for the following reasons:

1. Seniors should have options when it comes to the final chapters of their stories. Living in a community for a long period of time has enabled seniors to develop relationships with a myriad of entities including medical, financial, social and community groups. When it comes time, and it does for everyone, to make decisions with regards to where they

should or could live, leaving the area where they have put down roots can be traumatic and life altering at a time when such changes are a lot more impactful. Remaining in their chosen community is certainly better than having to relocate to a new community that requires one to start over again. This dramatic change is always more challenging for those that are older and may have lost many of the coping skills that were present when they were younger.
2. Seniors have been identified by our federal government via the IRS as a "vulnerable" population that should be given priority treatment i.e. Medicare, Medicaid, ADA, etc. Assisting this population with viable housing and care options is an endeavor every community should consider to make happen.
3. This zoning change will allow a quality senior living community to be built and operated in the Colleyville area where currently none exists. Providing such an alternative to seniors in Colleyville and even in the close surrounding areas would be very beneficial to the seniors in Colleyville.
4. In these types of discussions and decisions there is always a concern about the property tax revenue loss due to not-for-profit tax exemptions. The state of Texas has recognized the need to provide statutory laws to provide communities such as this to be built and flourish as they care for seniors. The greater impact from all other tax revenue i.e. sales taxes, gas taxes etc. from those seniors residing in such a community as well as the revenue impact of those who will be employed by the community far outweigh the loss of property tax revenue.
5. Seniors contribute so much to a vibrant community. The are not just a drain on the community services that are available, but have funded such services for years as part of the community. Their contribution should not be regarded lightly.

I am approaching the time in my life when I must make decisions with regards to where I want to spend my final days. I would hope that having an option to remain in the area by residing in a quality senior community would be available to me. With this in mind, I hope you would find the decision to approve this zoning request to be in the best interest of the seniors living in Colleyville as well as the other citizens of the community.

Sincerely submitted,

Harold Weyand
3364 Burning Log Drive
Grapevine, TX 76051

**ORDINANCE O-22-2192**

**AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 18.45 ACRES ON LOTS 1 AND 2, BLOCK A, OF THE HERITAGE FARMS ADDITION, LOCATED AT 913 CHEEK-SPARGER ROAD, 3808 WAYNE DRIVE, AND 3900 BEDFORD COURT FROM THE PUD-C PLANNED UNIT DEVELOPMENT-COMMERICAL DISTRICT TO THE PUD-C PLANNED UNIT DEVELOPMENT–COMMERCIAL ZONING DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Colleyville has received an application for a rezoning under Case No. ZC21-037; and

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

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

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

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

Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by

changing the zoning on 18.45 acres on Lots 1 and 2, Block A, of the Heritage Farms Addition, located at 913 Cheek-Sparger Road, 3808 Wayne Drive, and 3900 Bedford Court from PUD-C Planned Unit Development-Commercial zoning district to the PUD-C Planned Unit Development–Commercial zoning district, as depicted in the attached Exhibit "A" and Exhibit "B".

Sec. 3. 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. 4. THAT the above described tract of land shall be subject to the following conditions:

**1. GENERAL**

a. The purpose of this PUD-C is to allow for the construction of a Senior Living Community on 18.45 acres.

b. This facility be licensed as a Type A and/or Type B Assisted Living Center by the Texas Department of Aging and Disability Services as required by the Assisted Living Facility Licensing Act. Proof of such licensing shall be required prior to issuance of a Certificate of Occupancy for this property.

c. This development shall be generally consistent with the Statement of Planning Objectives, Exhibit "B".

d. The proposed development is subject to PUD-C Planned Unit Development–Commercial zoning district and all the associated regulations contained in the Land Development Code, except as amended by this Ordinance.

**2. DEVELOPMENT PLAN**

a. The development shall be generally consistent with the Site Plan and Building Elevations attached in Exhibit "C".

**3. PERMITTED USES**

a. The Senior Living Community as depicted in the attached exhibits, shall be a permitted use.

b. Type "A" and Type "B" assisted living facilities are permitted with a maximum of 44 units for assisted living uses and a maximum of 30 beds for memory care uses, as depicted in Site Plan Exhibit "C".

c. A maximum of 164 multifamily independent living units are permitted as depicted in Site Plan Exhibit "C".

d. All residential units permitted by this PUD-C shall only be occupied by persons who are age 55 or older per requirements of the United States Department of Housing and Urban Development.

e. All accessory buildings and uses, customarily incidental to the above uses on the same lot within.

**4. HOURS OF OPERATION**

a. Deliveries to the facility for food service and general delivery will be restricted to 7:00 a.m. to 6:00 p.m. daily.

**5. CONCEPTUAL PLAN AND PLATTING**

a. The development shall be generally consistent with Site Plan Exhibit "C", which shall not be considered the preliminary plat. Minor adjustments, such as building articulations, shall be permitted. Other modifications, which do not change the use or increase the density, may be approved administratively by City staff.

**6. BUILDING DESIGN**

a. The Senior Living Community shall be generally consistent with the building elevations and specified material depicted in Exhibit "C".

b. All buildings allowed for this development shall not exceed two stories and 45 feet in height except a three story spine for independent living as shown on the site plan.

c. The cumulative exterior walls of the buildings in this development shall be a minimum 50 percent masonry. Masonry, for the purposes of this PUD-C, shall be defined including: brick, stone, cast stone, simulated stone, faux stone, thin veneered thin-set stone, concrete block, and three coat plaster/stucco. Other wall surface materials may include cementitious siding or ACM (aluminum composite material) panels.

d. Except as modified, all buildings shall, at a minimum, meet the provisions of Chapter 6 - Building Design in the Land Development Code.

**7. LANDSCAPING AND OPEN SPACE**

a. This development shall provide a minimum of 50 percent pervious cover area, as shown on Site Plan Exhibit "C" and all open space areas shall be landscaped and maintained by the property owner. Open space may include detention or retention ponds.

b. All landscaping shall comply with Chapter 4 - Landscaping in the Land Development Code.

**8. SIDEWALKS**

a. The sidewalk along Cheek-Sparger Road must be at least five (5) feet wide. The sidewalk along Wayne Drive and Bedford Court must be at least four (4) feet wide. The sidewalk must be installed when any new structures are built on the property.

**9. PARKING AND ACCESS**

a. This development shall be allowed to have a minimum of 367 parking spaces.

b. All parking shall be mutually accessible and available across all uses within this development.

c. As depicted on Site Plan Exhibit "C", a 26-foot public access and fire lane easement shall be located within the development such that it connects Wayne Drive at the southern terminus of the Bedford Court right-of-way boundary. Said easement shall be included on any future plat of the property.

**10. LIGHTING**

a. All lighting shall be directed away from adjacent residential properties. Illumination from light poles shall not exceed 0.5 foot-candles as measured from any portion of the property line.

**11. FENCING**

a. An eight (8) foot precast concrete or masonry fence, with other materials allowed as necessary to protect trees or as needed regarding other considerations, shall be constructed along the south and east property lines adjacent to the existing residential uses located in the City of Bedford.

b. Any decorative stone walls throughout the property shall be no more than 42 inches in height.

c. The fence shall be generally consistent with Exhibit "D".

**12. SIGNAGE**

a. All monument signs shall meet the minimum requirements of the Land Development Code.

**13. TRASH COMPACTOR AND EMERGENCY GENERATOR ENCLOSURE**

a. The trash compactor and emergency generator enclosure will be fully screened with a ten (10) foot high masonry screening wall with solid gates on the opening side. The enclosures shall be constructed of eight (8) inch concrete block walls with brick and stone veneers and a cast stone cap.

b. All requirements of the Land Development Code shall be met, except where amended herein.

**14. PARKING SHADE STRUCTURES**

a. The covered parking structures will have 3:12 sloped roofs with asphalt shingles to match the building. The structures will have a minimum nine (9) feet of clearance with 2" x 10" fascia and open ended gables.

b. The parking shade structures shall be generally consistent with Exhibit "E".

**15. PUBLIC IMPROVEMENTS**

a. In lieu of constructing any required perimeter street improvements, the developer shall construct the following roadway improvements: a right-turn only lane to northbound Wayne Drive where it intersects Cheek-Sparger Road.

b. Additionally, the developer shall pay a one-time Special Roadway Impact Fee to the City, which shall be utilized by the City for the construction of a roundabout at the intersection of Cheek–Sparger Road and Bedford Road/Court.

c. Given the requirements of Section "b" above, prior to the acceptance of any plat applications as required by this ordinance, the developer shall submit a revised City/Developer Agreement (CDA) for an approval by the City Council that, at a minimum, addresses the following areas:

(1) City shall be responsible for all of the design, contracting, construction, right-of-way acquisition, landscaping and ongoing maintenance for the roundabout at the intersection of Cheek-Sparger and Bedford Road/Court.

(2) Establish the total amount of the Special Roadway Impact Fee to be paid from the developer to the City.

(3) Timing of the payment of the Special Roadway Impact Fee to the City for the roundabout shall be at the issuance or receipt of the building permit.

(4) City shall complete the roundabout improvements within three years of the payment of the Special Roadway Impact Fee.
(5) Any change to the terms of this section shall require an amendment to this ordinance.

Sec. 5. 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. 6. 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. 7. 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. 8. 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 2nd day of March 2022.

The second reading and public hearing being conducted on the 22nd day of March 2022.

PASSED AND APPROVED BY A VOTE OF ___ AYES, ___ NAYS ON THIS THE 22ND DAY OF MARCH 2022.

| | | | |
|---|---|---|---|
| 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**

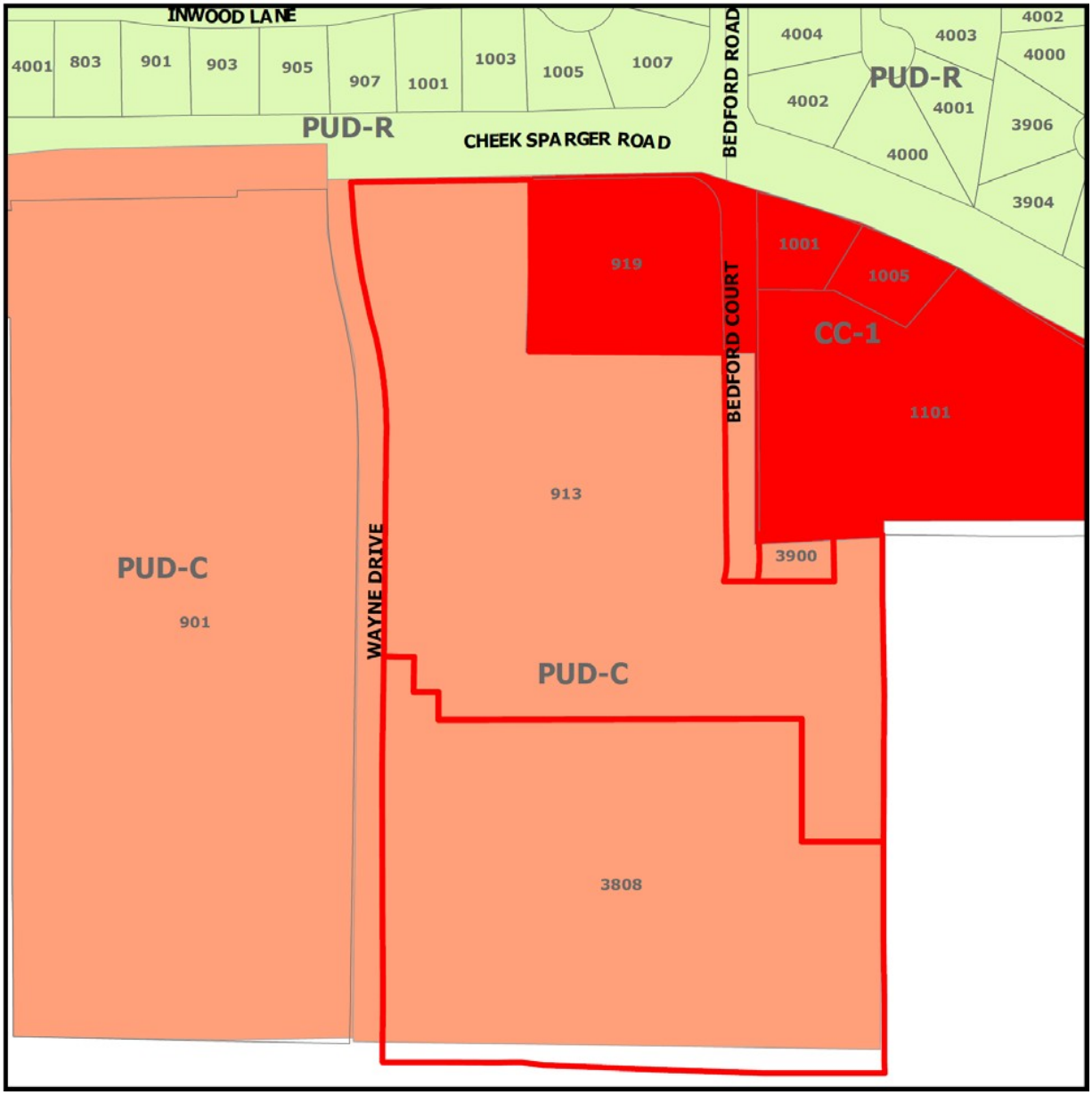
Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

**APPROVED AS TO FORM:**

Whitt Wyatt
City Attorney

# Exhibit "A" - Location and Zoning Map



# Exhibit "B" – Statement of Planning Objectives

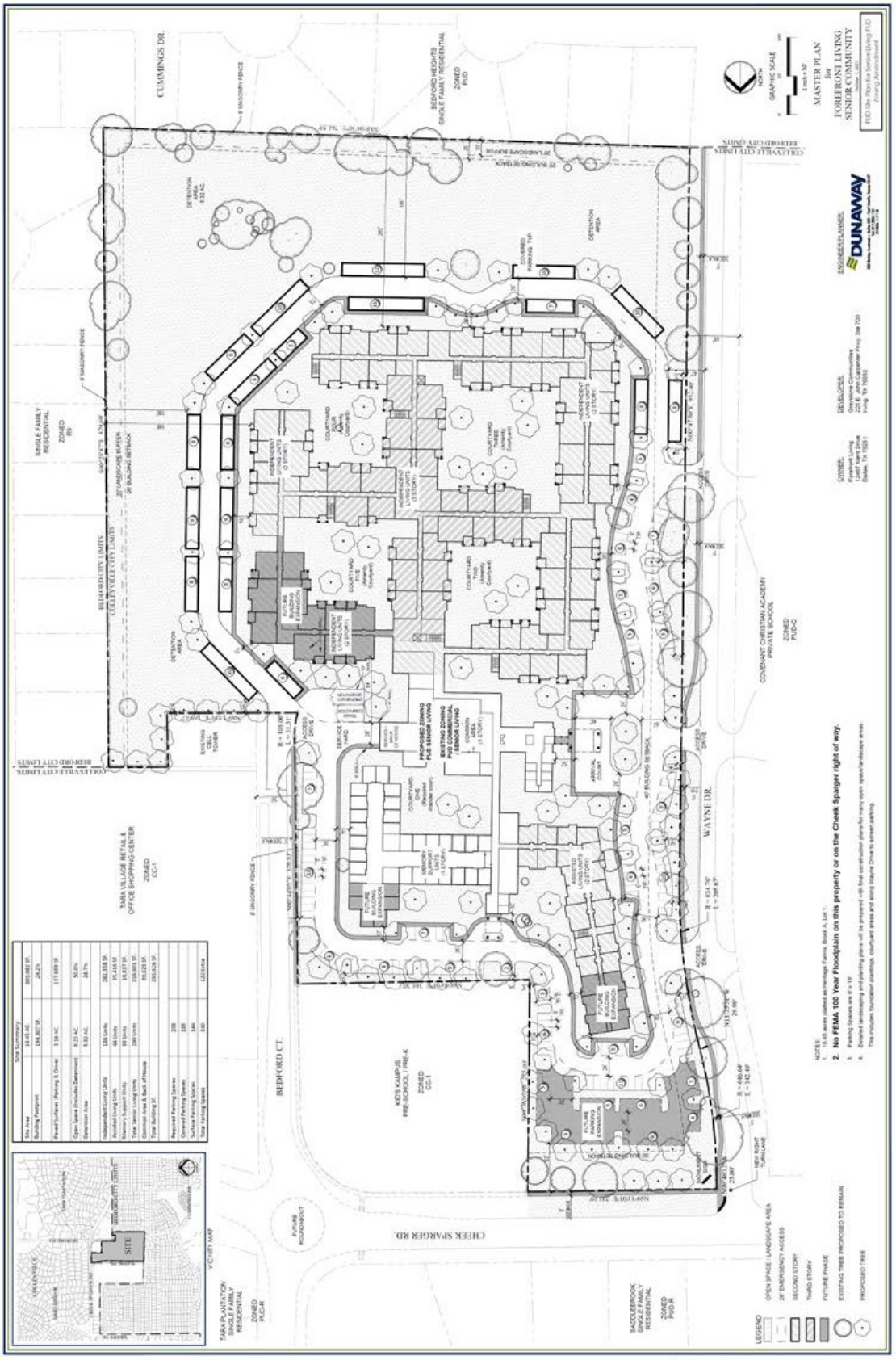
The Forefront Living Colleyville Senior Community will provide a master planned, life care retirement community with three levels of service: independent living (IL), assisted living (AL), and memory support (MS).

The project is designed to be compatible with the surrounding land uses and will be in conformance with the intent parameters of the existing PUD zoning.

The previous retail/office component has been eliminated to reduce the intensity of the use and to decrease traffic volumes. Additionally, the previously detached buildings will now be connected, which will allow for improved internal resident circulation and for more efficient delivery of services.

The site plan layout will provide over 50% open space and will protect existing trees or plant replacement trees, when necessary. The existing on-site drainage will be improved by engineering drainage detention areas to regulate the off-site drainage flowing through the site. This design will provide quality outdoor spaces for the residents and their families.

# Exhibit "C" – Site Plan and Building Elevations



© three 2021
oct 4, 2021

Scale: 3/64"=1'-0"

# FFL Senior Living Colleyville

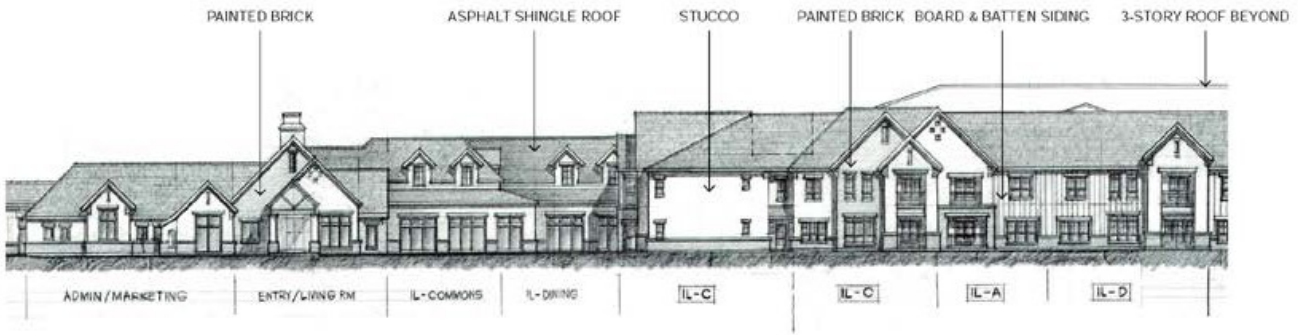
Colleyville, Texas

## Independent Living - Conceptual Elevation

Scale: 1/64"=1'-0"

three *design that lifts the human spirit*

© three 2021
oct 4, 2021




Scale: 3/64"=1'-0"

Entry/Community Commons - Conceptual Elevation
Scale: 1/64"=1'-0"

# FFL Senior Living Colleyville

Colleyville, Texas

three design that lifts the human spirit

# FFL Senior Living Colleyville

Colleyville, Texas

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three design that lifts the human spirit

endent Living - Rendered Elevation

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oct 4, 2021

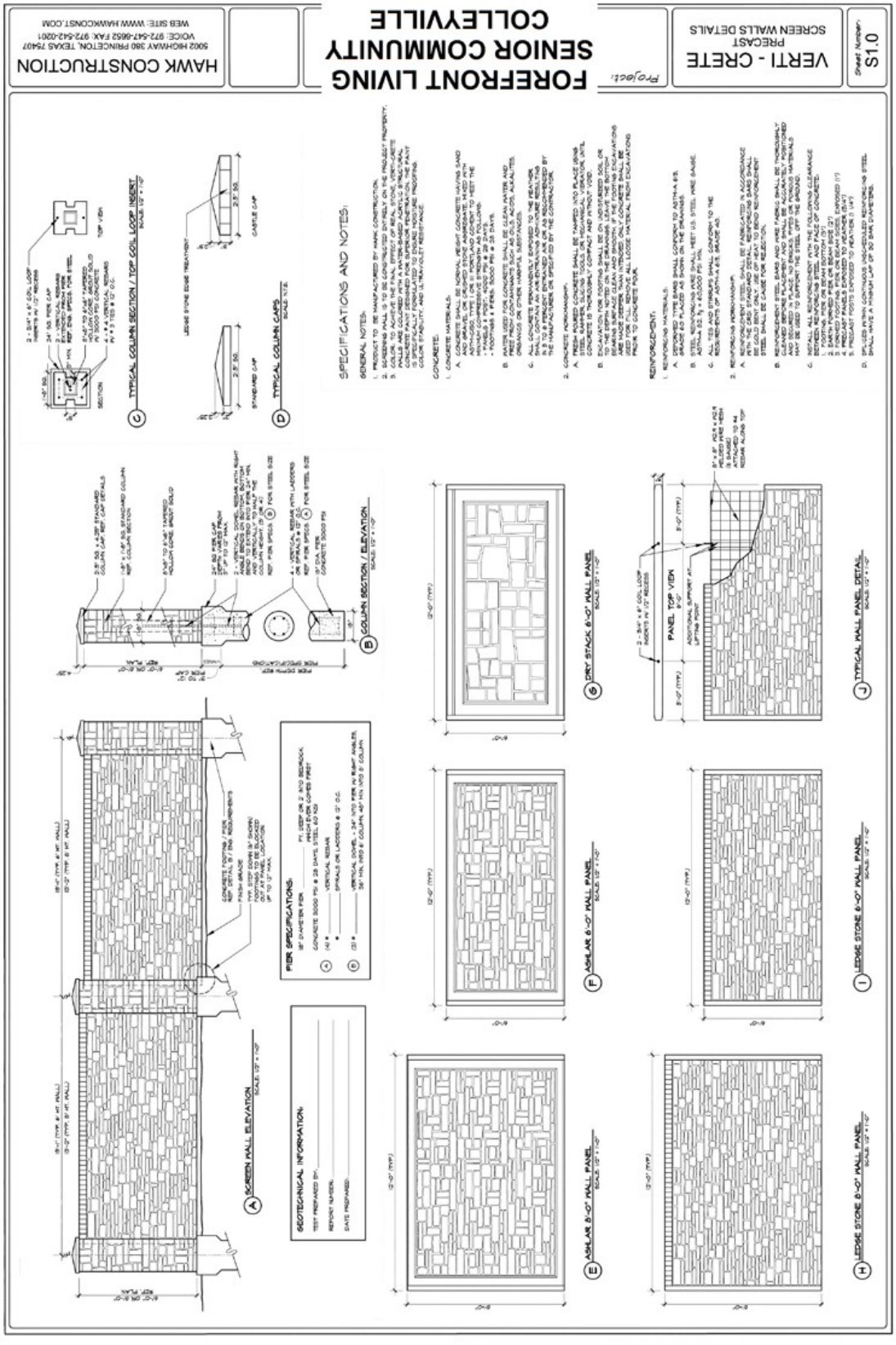
FFL Senior Living Colleyville

Colleyville, Texas

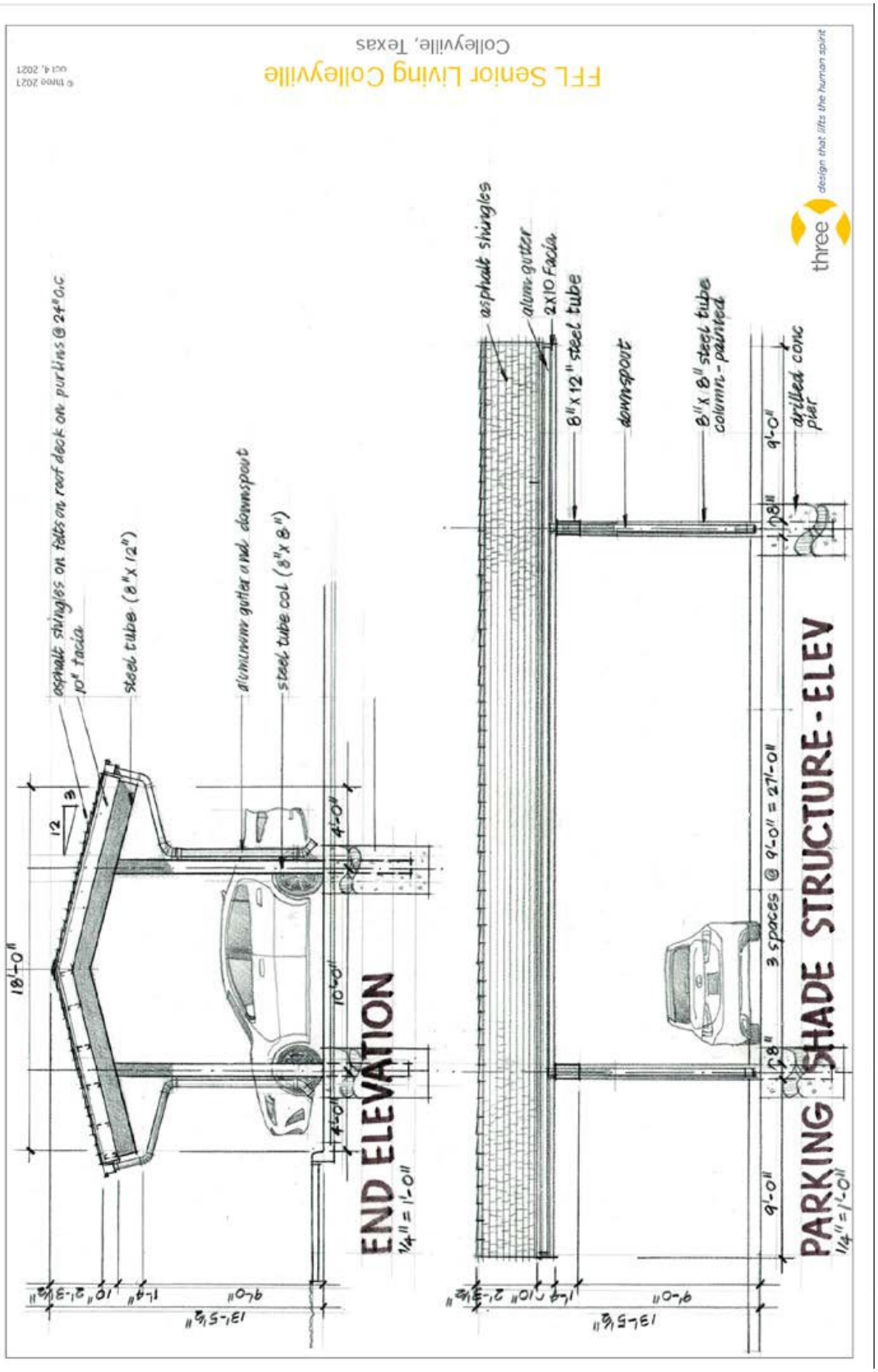
Assisted Living - Rendered Elevation

three design that lifts the human spirit

# Exhibit "D" – Perimeter Masonry Fencing



# Exhibit "E" – Parking Shade Structure



# City of Colleyville
# City Council
# Agenda Briefing

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

**Agenda Number** 6b **Agenda Date** 3/22/2022 **Number** Ordinance O-22-2194
**Type** Ordinance
**Department** Community Development

## Title

Consideration of a zoning change from PUD-C Planned Unit Development-Commercial district to PUD-C Planned Unit Development-Commercial district, specifically for a restaurant with drive-in or drive-thru service, for Tract 2C03, Abstract 206, BBB & C RY Survey, located at 4917 Colleyville Boulevard, Case ZC22-001

## Strategic Plan

4.2 Encourage compatible commercial growth

## Explanation

***Second Reading and Public Hearing***

The applicant and several professionals participating in the project were present and spoke about the proposed development. They answered questions about the business, the drive-thru traffic, the landscaping, and the building. The architect stated the building elevations were enhanced slightly and the revised elevations are included in the Council packet.

***First Reading and Public Hearing***

Brady Shackleford, the applicant, has submitted a request to rezone from PUD-C Planned Unit Development-Commercial district to PUD-C Planned Unit Development-Commercial district for the property known as Tract 2C03, Abstract 206, BBB & C RY Survey, being approximately 0.46 acres, and addressed as 4917 Colleyville Boulevard. The purpose is to allow for a 1,776 s.f. drive-thru iced tea shop.

**Existing Conditions/Background:** The subject property is currently an unplatted 0.46 acre tract known as Tract 2C03, Abstract 206, in the BBB & C RY Survey. The current zoning of PUD-C has the base zoning of CC-1 Village Retail that allows for retail uses as well as an auto rental use (Enterprise). The applicant proposes to develop the property into a restaurant (iced tea shop) with a drive-thru along Colleyville Boulevard, which is not allowed in the current PUD-C district.

**Purpose:** The purpose of a Planned Unit Development-Commercial (PUD-C) is to provide for greater flexibility and discretion in the approval of residential, non-residential and mixed use developments by encouraging creative, efficient, and aesthetically desirable residential and commercial projects that are superior to what

could be accomplished in other zoning districts. This may be through the use of increased open spaces and greenbelts or by providing enhanced amenities or features within the development that will be of special benefit to the property owners or to the community.

**Proposed PUD-C Ordinance:** Request – The applicant requests to change zoning to the PUD-C district to allow for a 1,776 s.f. drive-thru iced tea shop.

**Analysis:** The subject property complies with most of the minimum physical requirements described for the requested PUD-C designation. This request fits into a recent trend of commercial development along Colleyville Boulevard. Approval of this PUD-C would mean an approval of the drive-thru restaurant use for this property.

The following regulations from the proposed PUD-C ordinance are proposed and would differ from the requirements of the Land Development Code.

- Permitted uses being subject to the CC-1 Village Retail uses
- Allowance for a drive-thru restaurant for HTeaO
- There is a required 20’ of landscaping along Colleyville Boulevard
- The applicant is requesting minimal landscaping as a condition of the PUD-C ordinance
- The horizontal and vertical articulation of all elevations vary from the requirements of Chapter 6
- 13 proposed parking spaces are proposed and recognized as a condition of the PUD-C ordinance
- The maximum impervious coverage to vary from the CC-1 Village Shopping Center district requirement of 80% to 86.34% and be recognized as a condition of the PUD-C ordinance

**Plat Status:** The property is unplatted and is recognized as Tract 2C03, Abstract 206, BBB & C RY Survey. A formal plat will be required prior to building permits being issued.

**DRC Review:** The Development Review Committee reviewed the request at their January 25, 2022, meeting and the following comments were provided to the applicant:
1. Provide a Statement of Planning Objectives.
2. Provide a separate landscaping plan for review or include the information on the site plan.
3. There is a required 20’ of landscaping along Colleyville Boulevard. Please dimension the site plan so it may become a condition of the PUD-C ordinance.
4. Include on the site plan the required number of parking spaces being 18 and the proposed being 13. This will be a condition of the PUD-C ordinance.
5. Provide an elevation of the dumpster enclosure.
6. Additional site data is required. An excel spreadsheet has been submitted. The

preference is for the "Option 2" site plan. Please add to the site plan: existing zoning is PUD-C; percentage of landscape area and non-landscape area; and percentage of lot coverage. This will be a condition of the PUD-C ordinance.
7. Provide the percentage of materials for the elevations. Chapter 6 of the Land Development Code requires 90% of the materials to be brick, native stone, cast stone. This will become a condition of the PUD-C ordinance.
8. The horizontal and vertical articulation of all elevations are required to meet Chapter 6 of the Land Development Code.
9. Provide information on lighting of the site.
10. Rename W. Glade Road to Old Glade Road.
11. Shift the location of the dumpster enclosure so its opening faces south. This will provide better circulation within the site.
12. The property will need to be platted to apply for building permits.

**Fire Marshal Comments:**
1. Future comments may be needed when building plans are submitted for permitting.
2. Fire lanes are 24 feet wide and traffic may not stack into marked fire lanes.

**Urban Forestry/Landscaping Comments:**
1. Provide a landscape plan done by a Landscape Architect detailing each landscape requirement from Chapter 4 of our Land Development Code and include Urban Forestry Calculations (required site canopy – new tree plantings) based on Chapter 5.
2. Show required 20ft landscape buffer along Colleyville Blvd.

**Second Submittal Review February 7, 2022**

**Fire Marshal Comments:**
1. On page A1.00 show the firelane to 150 feet from Colleyville Boulevard and then no longer show it.
2. On page E1.00 remove the bollards shown.

**Urban Forestry/Landscaping Comments:**
1. Site landscape area must be met. You can get 50% credit for landscaped ROW. Using your plan and estimating a 7ft wide existing sidewalk along the front, I calculated 2,818 sqft of landscape ROW for a credit of 1,409 sqft. This brings your provided landscape area to 4,193, which is in regulation. Technically, even with credits, you need at least 15% landscape area on-property and you are at 13.7%, but in this case it is okay. Please add this information to the plan.
2. There is a required 20ft landscape buffer along Colleyville Blvd. It must be in the property. Also, since this is a corner lot, the buffer must wrap around along Old Glade Rd.
3. The monument sign is not within regulation for location. The monument is too close to the front and side property line. Provide dimensions from the front and side (south) property lines. If you want to keep the locations you will need to provide an exhibit/rendering of the monument (basically the documents that would be submitted with a sign permit) and it could be put into the PUD-C ordinance for consideration.

Otherwise, update the site and landscape plans with dimensions and a location that is in regulation, which is 8ft to front property line and 30ft to side (south) property line.
4. Remove the "drive-thru sign board" and replace with "traffic directional sign" from the plans or provide an exhibit and rendering with details on it.

**Drainage:** The lot currently has 100% impervious coverage and the changes proposed therefore do not affect the existing impact to adjacent properties.

**Surrounding Development:** Property immediately to the north has CC-1 Village Retail zoning and has developed with a commercial use. Property to the south has CC-1 Village Retail zoning and has developed with a restaurant use. Property to the west has CC-2 Shopping Center zoning and has developed primarily with commercial uses. Property to the east has CC-1 Village Retail zoning and has mostly developed with commercial uses.

**Comprehensive Plan:** The City's Comprehensive Plan, Destination Colleyville, designates the subject property and the property along Colleyville Boulevard as part of the Colleyville Boulevard Corridor for future commercial use. The Land Development Code only allows a restaurant with a drive-thru in the CC-2 Shopping Center zoning district. The proposed rezoning request complies with the commercial land use designation stated in 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 a PUD-C zoning change. The proposed ordinance recognizes the challenges of the site along with the use of a drive-thru restaurant fitting into the Colleyville Boulevard Corridor. Staff attempted to identify the areas where not in compliance with the Land Development Code.

**Planning and Zoning Commission Recommendation:** The Planning and Zoning Commission recommended approval of the zoning request removing the regulation pertaining to the monument sign at their February 15, 2022, meeting by a vote of 5-0.

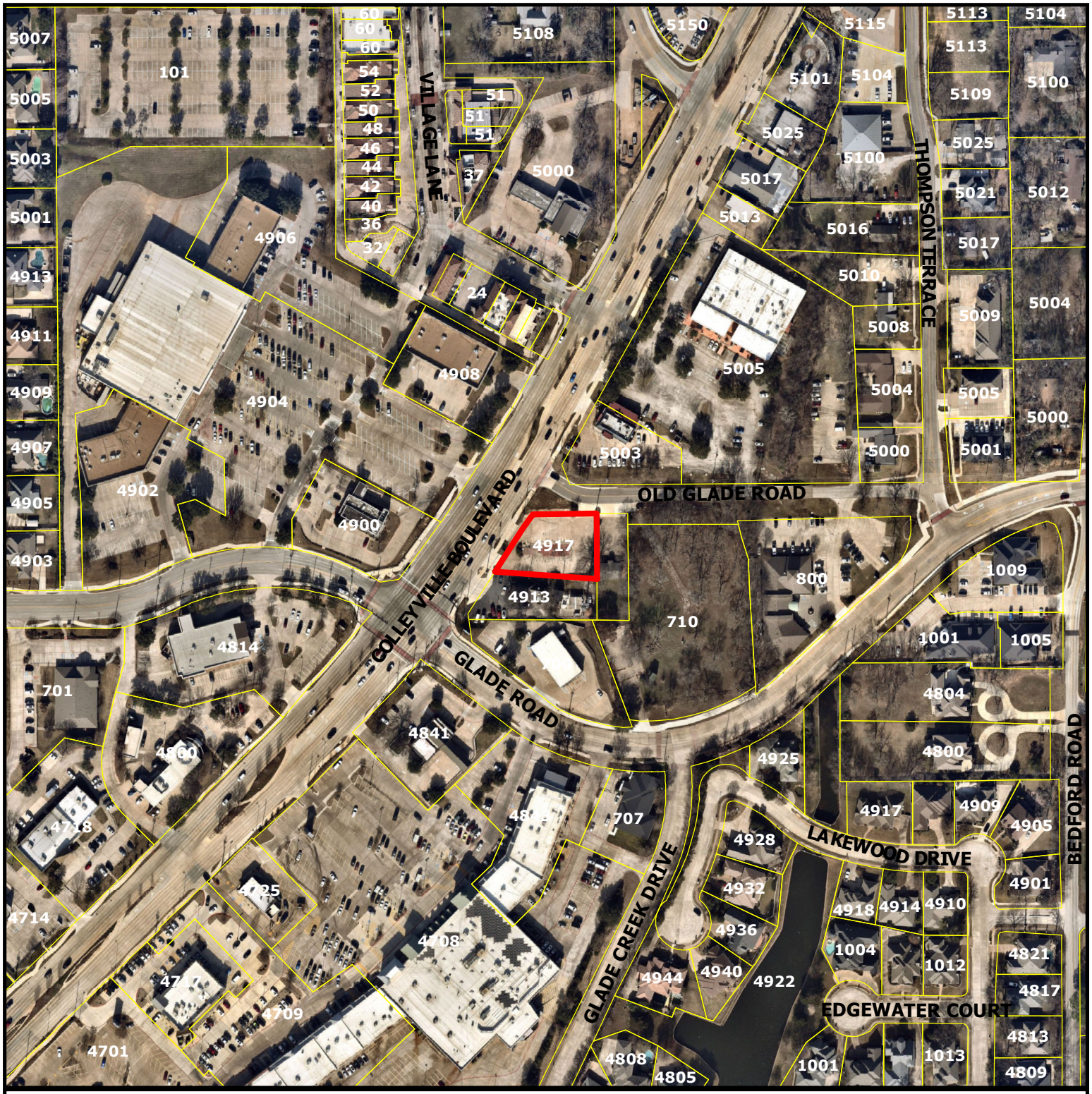
**Financial Impact**
There is no financial impact to the City.

**Recommendation**
Approve

**Attachments**
1. Aerial Map

2. Zoning Map
3. Future Land Use Map
4. Final Survey
5. Site Exhibits
6. Revised Building Elevations & Rendering 3.08.22
7. Building Elevation Exhibits
8. Architectural Rendering
9. Project Timeline
10. Schedule of Gross Area
11. Economic Development Information
12. Notification Map
13. Notification Letter
14. Notification List
15. Ordinance O-22-2194

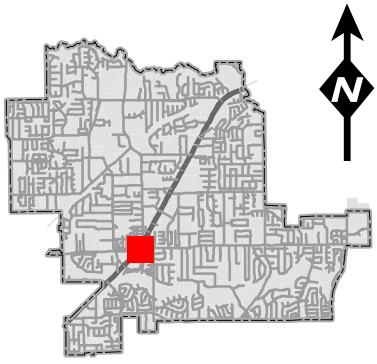
# Aerial Map




CITY OF COLLEYVILLE TEXAS

# ZC22-001

## 4917 Colleyville Boulevard

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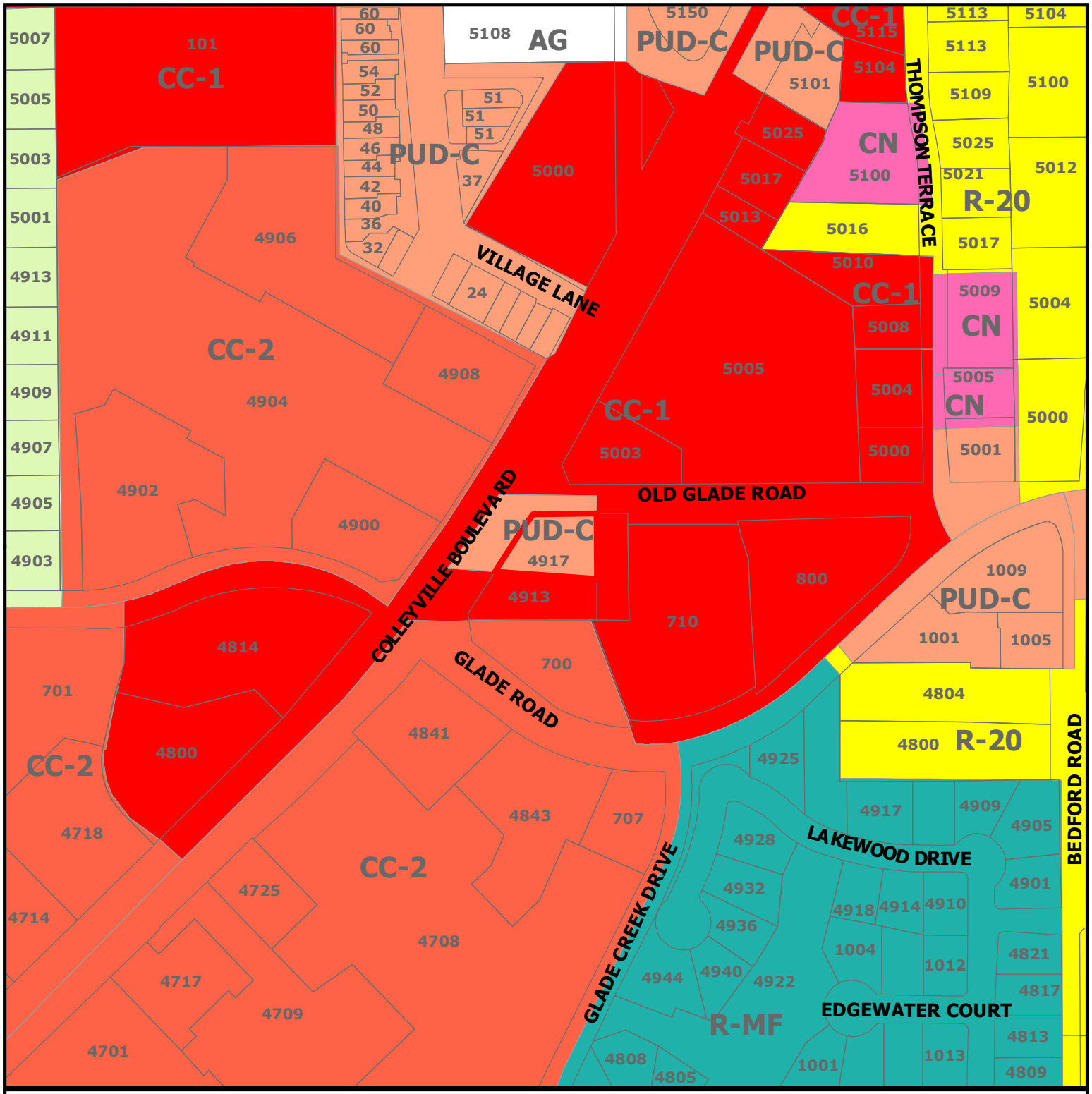
Subject Property

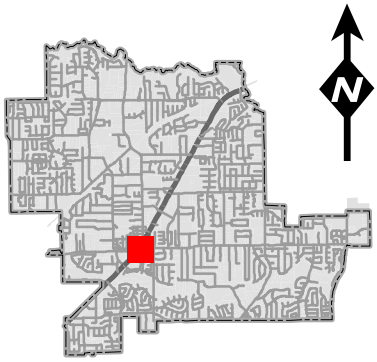
# Zoning Map




CITY OF COLLEYVILLE TEXAS

## ZC22-001

### 4917 Colleyville Boulevard

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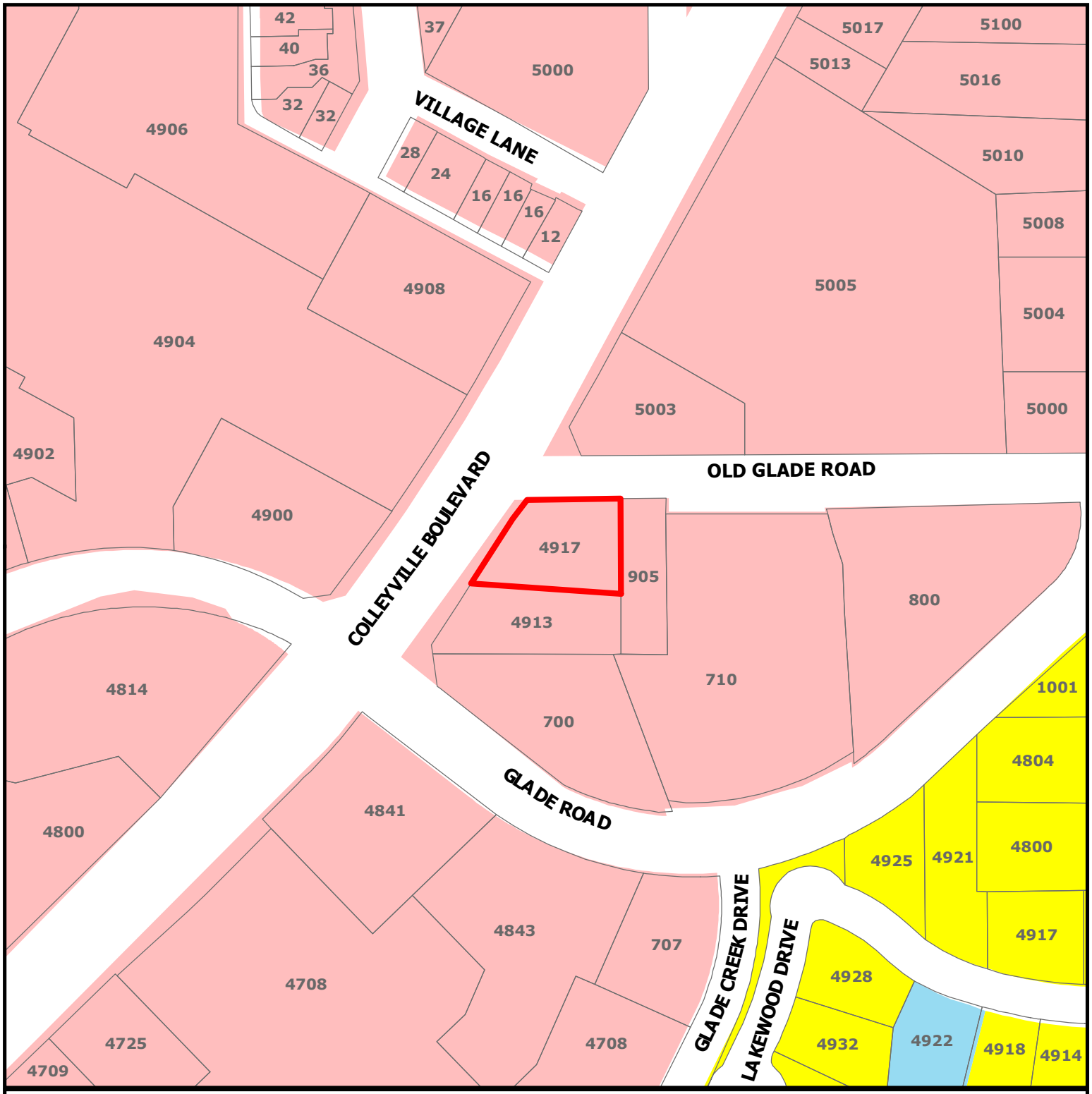
Subject Property

# Future Land Use Map

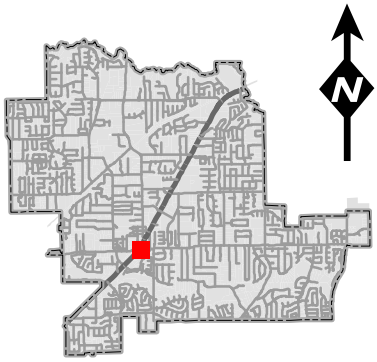



CITY OF COLLEYVILLE TEXAS

# ZC22-001

## 4917 Colleyville Boulevard

- Subject Property
- Residential
- Colleyville Blvd Corridor
- Water Body

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# EXISTING PROPERTY CONDITIONS

| | |
|---|---|
| LOT AREA | 20,254 SQ.FT. or 0.46 ACRES |
| MARKED PARKING PROVIDED: | |
| STANDARD | 24 SPACES |
| HANDICAP | 0 SPACES |
| TOTAL | 24 SPACES |

# EXCEPTIONS TO THE TITLE COMMITMENT

This survey is made relying on information provided by Stewart Title Guaranty Company with an Effective date of October 16, 2019 and an issued date of October 24, 2019, in connection with the transaction described in GF# 19000220017.

| Exception No. | DESCRIPTION OF EASEMENT | Applies to Subject tract | Shown Graphically on Attatched Survey Plat |
|---|---|---|---|
| 10d | Non-access or limited access highway disclosed by deed to the State of Texas, filed 12/04/2006, recorded in Clerk's File No. D206379370, Real Property Records, Tarrant County, Texas. | YES | YES |

# LEGEND

- EXISTING EDGE ASPHALT PAVING
- EXISTING OVERHEAD POWER LINE
- EXISTING CHAINLINK FENCE
- EXISTING WOOD FENCE
- EXISTING BARBED WIRE FENCE
- EXISTING WROUGHT IRON FENCE
- GUY WIRE
- POWER POLE
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET
- 1" IRON PIPE FOUND
- FENCE POST CORNER
- "X" FOUND
- CM CONTROLLING MONUMENT
- UNDERGROUND ELECTRIC
- OVERHEAD ELECTRIC
- BRICK COLUMN
- COVERED PORCH, DECK OR CARPORT
- FIRE HYDRANT
- LP LIGHT POLE
- V VAULT
- T TRANSFORMER
- GI GRATE INLET
- WV-WATER VALVE
- WM-WATER METER
- ICV-IRRIGATION CONTROL VALVE
- BOL-BOLLARD
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- TELEPHONE MANHOLE
- WATER MANHOLE

# VICINITY MAP

NOT TO SCALE

# PROPERTY DESCRIPTION

Being a tract of land situated in the BBB & CRR Co. Survey, Abstract No. 206, City of Colleyville, Tarrant County, Texas, said being that same tract of land conveyed to LG Colleyville, LLC, a Texas limited liability company, by General Warranty Deed recorded in Instrument No. D213219661, Official Public Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" found at the Northwest corner of a tract of land conveyed to Nelda E. Thompson by Deed recorded in Instrument No. D215060780, Official Public Records, Tarrant County, Texas, said point being on the South right-of-way line of Glade Road (variable width right-of-way);

THENCE South 00 degrees 11 minutes 15 seconds West, along the West line of said Thompson tract, a distance of 140.10 feet to a 1/2 iron rod found at the Northeast corner of Lot 3, Block 3 of Village Park Addition, an Addition to the City of Colleyville, Tarrant County, Texas, according to the map recorded in Volume A, Page 1264, Deed Records, Tarrant County, Texas;

THENCE North 82 degrees 08 minutes 00 seconds West, along the North line of said Lot 3, Block 3, a distance of 193.44 feet to a concrete monument found for corner on the Southeast right-of-way line of Colleyville Boulevard (variable width right-of-way);

THENCE leaving said Northeast line of Lot 3, Block 3 and traversing along said Southeast right-of-way line of Colleyville Boulevard as follows:

North 32 degrees 16 minutes 24 seconds East, a distance of 90.68 feet to an "X" found for corner at the beginning of a curve to the left, having a radius of 2,928.79 feet, a delta of 00 degrees 51 minutes 16 seconds, and a chord bearing and distance of North 32 degrees 27 minutes 11 seconds East, 43.68 feet;

Northeasterly along said curve to the left, an arc length of 43.68 feet to a concrete monument found at the intersection of said Southeast right-of-way line of Colleyville Boulevard and the aforementioned South right-of-way line of Glade Road;

THENCE North 89 degrees 57 minutes 17 seconds East, along said South right-of-way line of Glade Road, a distance of 120.22 feet to the POINT OF BEGINNING and containing 20,254 square feet or 0.46 of an acre of land.

# GENERAL NOTES

1. Bearings are based on the Deed recorded in Instrument No. D213219661, Official Public Records, Tarrant County, Texas.

2. The location of each easement, right of way, servitude, and other matters affecting the subject property and listed in the title insurance commitment dated October 16, 2019, issued by Stewart Title Guaranty Company with respect to the subject property has been shown on the survey, together with appropriate recording references, to the extent such matters can be located. The property shown on the survey is the property described in that title commitment. The location of all improvements on the subject property is in accord with minimum setback provisions and restrictions of record referenced in such title commitment.

3. The survey correctly shows the area of the subject property, the location and type of all buildings, structures and other improvements situated on the subject property and any other matters situated on the subject property.

4. Except as shown on the survey, there are no visible easements or rights-of-way.

5. Except as shown on the survey, there are no observed above ground encroachments (a) by the improvements on the subject property upon adjoining properties, streets or alleys, or (b) by the improvements on adjoining properties, streets or alleys upon the subject property.

6. That the subject property has access to and from Colleyville Boulevard and Glade Road, both duly dedicated and accepted public street or highway.

7. The subject property does not serve any adjoining property for drainage, utilities, or ingress or egress.

8. The record description of the subject property forms a mathematically closed figure.

9. Said described property is located within an area having a Zone Designation X by the Secretary of Housing and Urban Development on Flood Insurance Rate Map No. 48439C0095K, with a date of Identification of 09/25/2009, Community No. 480590, in Tarrant County, State of Texas which is the current Flood Insurance Rate Map for the community in which the subject property is located.

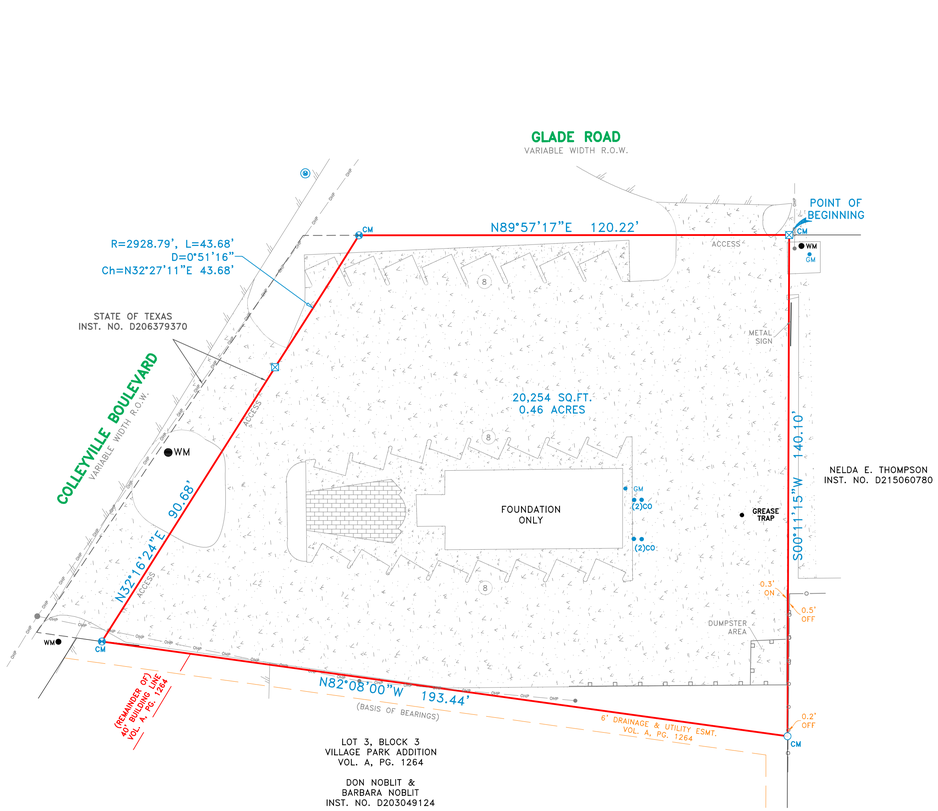
10. There are no observed evidence of current earth moving work, building construction or building additions.

11. The surveyor is not aware of any proposed changes in street right of way lines.

12. The boundary lines of the Property are contiguous with the boundary lines of all adjoining streets or rights-of-way.

20' 10' 0 20' 40'

SCALE: 1" = 20'




# SURVEYOR'S CERTIFICATE

To: Palio Partners, LLC and Stewart Title Guaranty Company in connection to transaction GF# 19000220017:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1, 2, 3, 4, 7(a), 8, 9, 11, 13, 14, 16 and 17 of Table A thereof. The field work was completed on September 23rd, 2019.

Executed this 25th day of September, 2019

Bryan Connally, RPLS NO. 5513

STATE OF TEXAS · REGISTERED · BRYAN CONNALLY · 5513 · PROFESSIONAL LAND SURVEYOR

Call 811 Before You Dig

| REVISIONS | | |
|---|---|---|
| DATE | BY | NOTES |
| 10/08/19 | MC | TITLE |
| 10/25/19 | MC | TITLE |


C.B.G. Surveying Texas, LLC.
12025 Shiloh Rd. Suite 230
Dallas, Texas 75228
P 214-349-9485 F 214-349-2216
Firm No. 10168800
www.cbgincfx.com


| SCALE | DATE | JOB NO. | G.F. NO. | DRAWN |
|---|---|---|---|---|
| 1"=20' | 09/25/19 | 1918620 | | MC |

# ALTA/NSPS LAND TITLE SURVEY

BBB & CRR CO. SURVEY, ABSTRACT NO. 206

CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

4917 COLLEYVILLE BOULEVARD

LOT COVER % TABLE

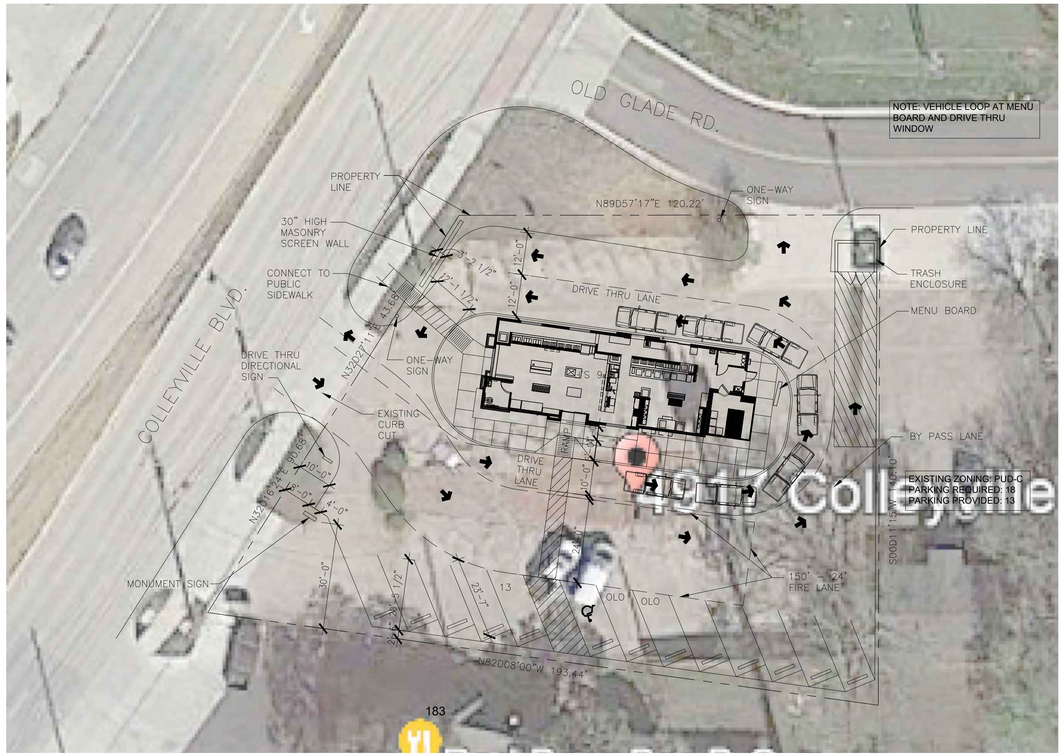
## Schedule of Gross Area
### HTeaO Colleyville

| | Acres | Square Feet | Percentage |
|---|---|---|---|
| Building Square Feet | | 1776 | |
| Attached Walk In Cooler | | 144 | |
| Total Gross Area of Buildings | | 1920 | 9.48% |
| Total Gross Area of Streets/Sidewalks | | 15570 | 76.87% |
| Total Gross Area of Open/Landscape Space | | 2766 | 13.66% |
| Total Gross Area | 0.46 | 20256 | 100.00% |

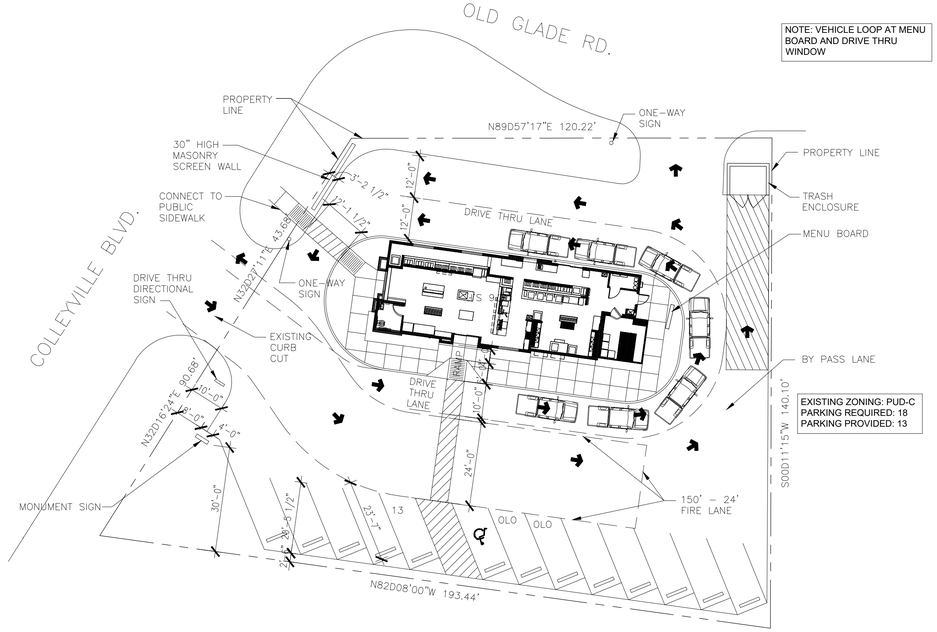
STATEMENT OF OBJECTIVE

HTea0 is a 1,776 square foot Retail Store that sells flavored tea, coffee, dry pre-packaged food, yeti cooler, pre-packaged bottled water and ice. There is no kitchen or fume hoods. No food will be cooked. There is no sit-down or wait service. There is no seating inside or outside the store. The store will be at 4917 Colleyville Blvd., Colleyville Texas 76034, Tarrant County.

The building includes the following spaces. Front of house consist of a retail area and a public restroom. The Back of house consist of a Point-of-Sale Counter, Brew area (this is the area where the tea is brewed), Coffee station (this is the are where the coffee is made), Prep area, Receiving area, RO Closet, Drive-thru area and a Walk-in-Cooler.




2 AERIAL SITE PLAN
1" = 20'-0"




1 SITE PLAN
1" = 20'-0"


ROSE-VILLACORTE ARCHITECTURE LLC
HOUSTON-DALLAS, TEXAS
www.rvaarch.com


# HTea0 - Colleyville
4917 Colleyville Blvd.,
Colleyville, Texas 76034

"NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION"
Timothy P. Rose
02.01.22

PROJECT NUMBER 21084

REVISIONS

| No. | Description | Date |
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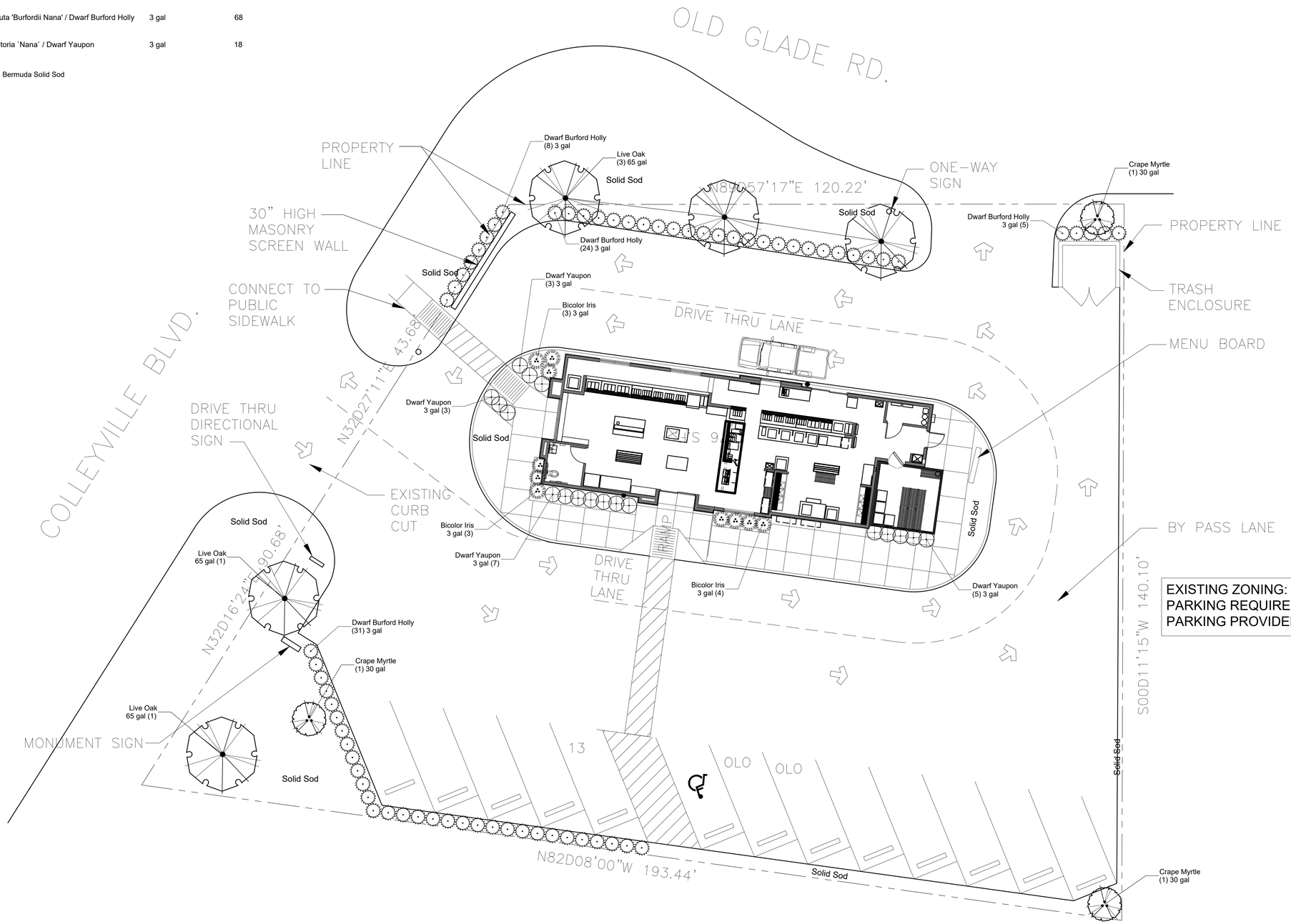
PRELIMINARY REVIEW

# A1.00
## ARCHITECT SITE PLAN OPTION 3

PLANT SCHEDULE

| TREES | BOTANICAL / COMMON NAME | CONT | CAL | QTY |
|---|---|---|---|---|
| | Lagerstroemia indica / Crape Myrtle | 30 gal | | 3 |
| | Quercus virginiana / Live Oak | 65 gal | 3"Cal | 5 |
| **SHRUBS** | **BOTANICAL / COMMON NAME** | **SIZE** | **HT.** | **QTY** |
| | Dietes bicolor / Bicolor Iris | 3 gal | | 10 |
| | Ilex cornuta 'Burfordii Nana' / Dwarf Burford Holly | 3 gal | | 68 |
| | Ilex vomitoria `Nana` / Dwarf Yaupon | 3 gal | | 18 |
| | Common Bermuda Solid Sod | | | |




A Landscape Plan
SCALE: 1" = 10'


ROSE-VILLACORTE ARCHITECTURE LLC
HOUSTON-DALLAS, TEXAS
www.rvaarch.com


HTeaO
BORN IN TEXAS 2009

**HTea0 - Colleyville**
**4917 Colleyville Blvd.,**
**Colleyville, Texas 76034**

"NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION"

02.22.22

| PROJECT NUMBER | | 21084 |
|---|---|---|
| REVISIONS | | |
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| for city review | | |

# L1.01
## LANDSCAPE PLAN

# LANDSCAPE NOTES

GENERAL

1. Contractor shall obtain all required permits prior to starting construction.
2. Contractor shall comply with all applicable codes, laws, and regulations required by any authorities having jurisdiction over project site.
3. All underground utilitiy locations shall be verified by Contractor prior to any site excavation.
4. The Contractor shall verify all material measurements and plant quantites.
5. Contractor to attend pre-installation meeting and participate in an installation meeting with Owner's Representative.

MATERIALS

1. TOPSOIL
   Provide topsoil which is fertile, friable, natural loam, surface soil, free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, stones larger than 2 inches in any dimension and other extraneous or toxic matter harmful to plant growth.

2. PLANTING BEDS
   a. All Planting bed areas shall be prepared with 6" depth planting mix consisting of: 50% topsoil, 25% compost, 25% sand (not bank sand); 6" planting mix shall be tilled into existing soil.
   b. All planting beds shall have continuous shovel-cut bed edge when steel edge is not specified.

3. PLANT MATERIAL
   a. Planting shall be of normal growth, free of disease, insects, insect eggs and larva, and have strong root systems. Plant material shall be typical for variety and species and conform to size specified in plant list.
   b. All plant material shall meet or exceed the size specified in the plant list.

4. MULCH
   All mulch shall be shredded hardwood mulch.

5. TREE STAKING
   a. Hose shall be 2 ply reinforced rubber hose.
   b. Wire shall be no.10 or 12 gauge twisted taunt with one wire per hose.
   c. Stakes shall be metal.

PLANT INSTALLATION

1. Excavation for container trees shall be twice the width of the container (with angled sides) and the depth shall be the container depth.
2. Set plants at the same relationship to finish grade as they bore to the ground from which they were in their container.
3. Utilities, rock, tree roots, or obstructions encountered in site inspection or excavation of tree or shrub pits shall be brought to the attention of the Owner. Proceed with work after alternate planting locations have been designated or approved by the Owner's Representative.
4. When plant pits have been backfilled approximately $\frac{2}{3}$ full with soil mixture, water thoroughly before installing remaining soil, allowing soil to settle. After water has been absorbed, fill pit with soil mix.
5. Form an earth saucer around the perimeter of plant pits.
6. Water all plant material immediately after planting.
7. Mulch all plant material 2"-3" deep after planting.
8. When staking plants, plants shall stand plumb after staking and all trees shall be staked within 24 hours of planting. Stakes shall be driven into ground outside of excavated hole.

GRASS PLANTING

SURFACE PREPARATION

1. Clean all areas of weeds and debris prior to any soil preparation or grading work.
2. Remove all core plugs, debris, roots, rocks, clods, and construction debris and dispose off site.

SOLID SOD:

1. See plant list for type of sod to be used.
2. Add 1" minimum, or as-needed, of final grade material as a setting bed for sod.
3. Sod areas to be graded to achieve proper final elevations and allowing smooth drainage.
4. Grades to be approved before sodding.
5. Lay sod in rows with staggered joints. Butt sections tightly without overlapping or leaving gaps between sections. Joints to be sand filled.
6. Roll sodded areas in two directions perpendicular to each other.
7. Repair and re-roll areas with lump, depressions, or other irregularities.
8. Water sodded areas immediately after planting to provide minimum of four (4) inches of penetration into soil below sod.

CLEANUP

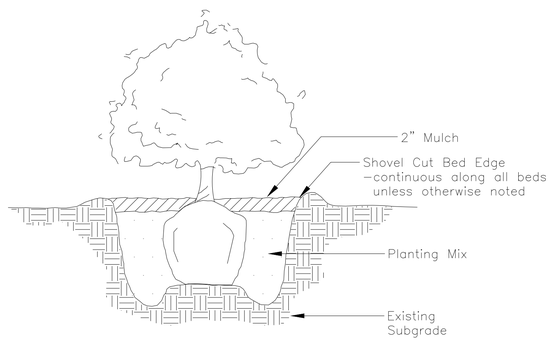
1. The site shall be kept as clean as possible at all times.
2. As planting operations proceed, all rope, wire, empty containers, rocks, clods and any other debris shall not be allowed to accumulate and should be removed daily.
3. After planting operations are complete, all paved surfaces shall be swept and washed if necessary.

MAINTENANCE

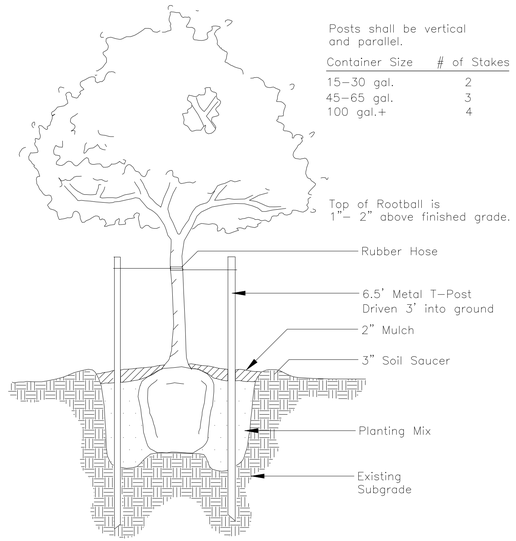
1. Contractor shall begin maintenance upon starting any portion of work and shall continue 60 days beyond Substantial Completion.
2. Maintenance of all new planting shall consist of watering, weeding, mulching, tightening and repairing guys, resetting plants to proper grades or upright position, and keeping plants free of insects and disease.
3. New lawn maintenance shall consist of mowing, watering, weeding, repairing all erosion, and reseeding as necessary to establish a uniform stand of the specified grass.

WARRANTY

1. Contractor shall warrant that all trees, shrubs, and groundcover planted under this contract will remain healthy and alive for one (1) year after Substantial Completion.




A Shrub Planting
NTS




B Tree Planting
NTS

## Landscape Analysis

A. Site Landscaping Ratios
Landscaping of 20% of the total lot required.
Total Lot SF = 20,255 sf
Required Landscape Area : 4,051 sf (20%)
Provided: 2,784 sf + 50% credit for landscaped ROW (1,409 sf credit) = 4,193 sf

B. Trees - one (1) three-inch caliper tree per each forty (40) feet of street frontage
Colleyville Blvd: 135' / 40 = 3 trees requires Provided: 3
W Glade Rd: 120' / 40 = 3 trees requires Provided: 3

C. Shrubs - one five-gallon shrub for each five (5) linear feet of street frontage
Total Street frontage: 255' / 5 = 51 shrubs required Provided: 57

D. Parking - one tree per 18 spaces & each space within 90' of tree
Required: 1 tree Provided: 2 trees

E. Urban Forestry - 50% site tree canopy required
Required: 8,542 sf Provided: 10,300 sf (5 large, 3 small trees)

PLANT SCHEDULE

| TREES | BOTANICAL / COMMON NAME | CONT | CAL | QTY |
|---|---|---|---|---|
| | Lagerstroemia indica / Crape Myrtle | 30 gal | | 3 |
| | Quercus virginiana / Live Oak | 65 gal | 3"Cal | 5 |
| **SHRUBS** | **BOTANICAL / COMMON NAME** | **SIZE** | **HT.** | **QTY** |
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| | Ilex cornuta 'Burfordii Nana' / Dwarf Burford Holly | 3 gal | | 68 |
| | Ilex vomitoria `Nana` / Dwarf Yaupon | 3 gal | | 18 |
| | Common Bermuda Solid Sod | | | |


ROSE-VILLACORTE
ARCHITECTURE LLC
HOUSTON-DALLAS, TEXAS
www.rvaarch.com


**HTea0 - Colleyville**
**4917 Colleyville Blvd.,**
**Colleyville, Texas 76034**

"NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION"

02.22.22

PROJECT NUMBER 21084

REVISIONS

| No. | Description | Date |
|---|---|---|
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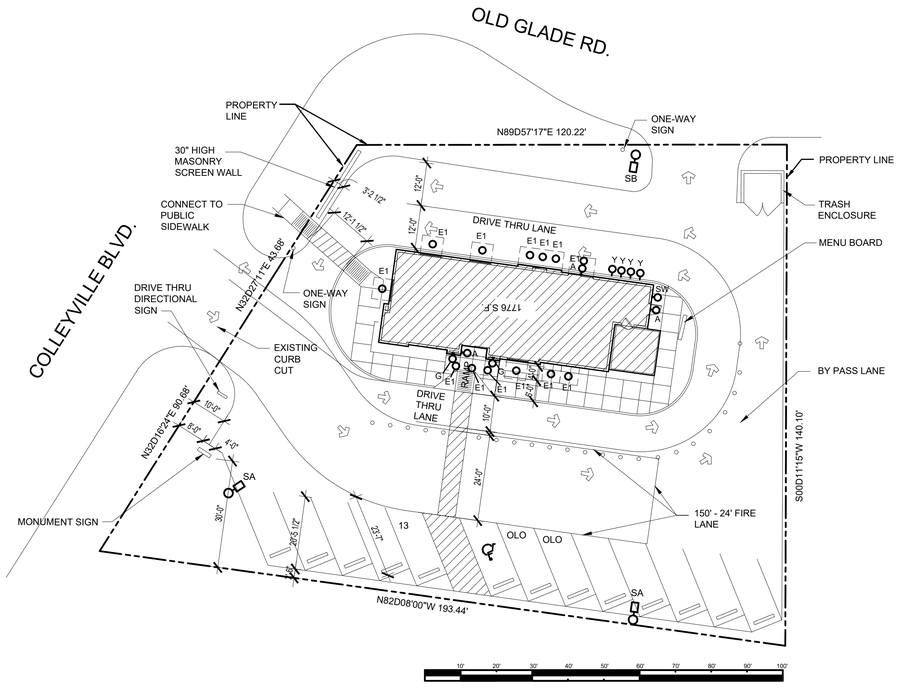
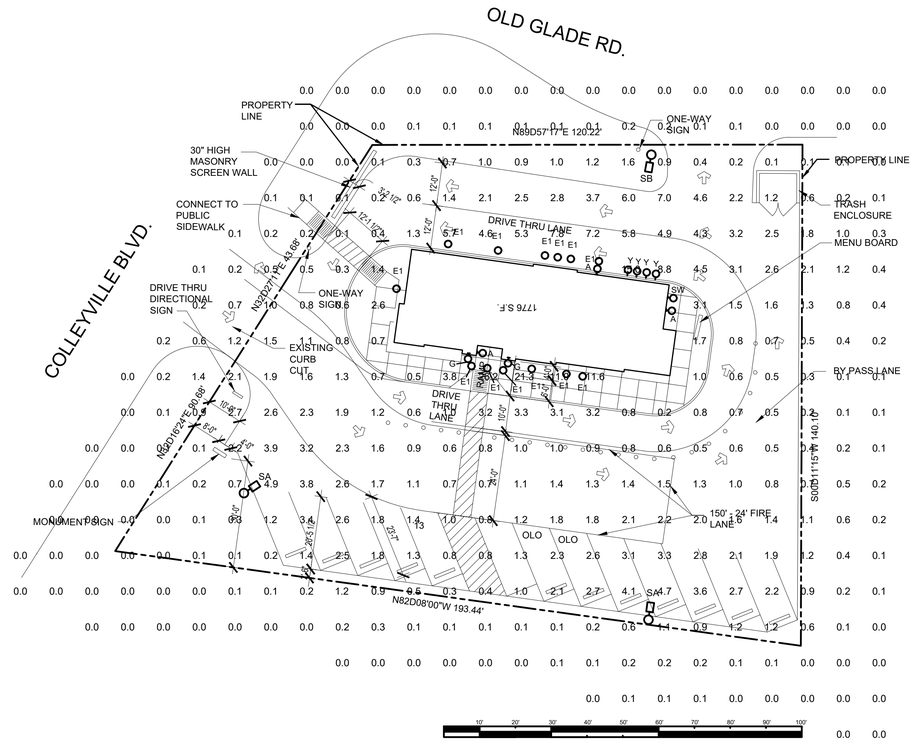
for city review

**L1.02**
**LANDSCAPE DETAILS**




## 1 SITE LIGHTING PLAN

SCALE: 1" = 20'-0"




## 2 LIGHTING PHOTOMETRIC STUDY

SCALE: 1" = 20'-0"

LUMINAIRE SCHEDULE AND LIGHTING DATA

| SYMBOL | QTY | LABEL | FIXTURE TYPE | DESCRIPTION | MOUNTING HEIGHT | SHIELDING | WATTS | LUMENS | LAMP | LLF |
|---|---|---|---|---|---|---|---|---|---|---|
| A | 3 | A | EMERGENCY WALL SCONCE | RP LIGHTING REL7LED-OB | 7'7" MOUNTING HEIGHT | ALL LIGHT SOURCES SHALL BE CONCEALED OR SHIELDED WITH LUMINARIES WITH SHIELDING, SKIRTS OR CUT-OFFS WITH AN ANGLE NOT EXCEEDING 90 DEGREES TO MINIMIZE THE POTENTIAL FOR GLARE AND UNNECESSARY DIFFUSION ON ADJACENT PROPERTY. | 14.1 | 1191 | LED | 0.950 |
| E1 | 13 | E1 | DOWN LIGHT | RP LIGHTING #8120H-14-40-8587 (15W, 3000K, WET LOCATION) | 9' MOUNTING HEIGHT | | 15 | 1500 | LED | 0.900 |
| G | 2 | G | WALL CYLINDER | PROGRESS LIGHTING P5642-31-30K-P860046 | 7'6" MOUNTING HEIGHT | | 59.4 | 1783 | LED | 0.950 |
| SA | 2 | SA | LIGHT POLE | NV-1-T4-48L-1-40K-UNV-HSS | 20' MOUNTING HEIGHT | | 316 | 9672 | LED | 0.950 |
| SB | 1 | SB | LIGHT POLE | NV-1-T3-48L-1-40K-UNV-HSS | 20' MOUNTING HEIGHT | | 316 | 10452 | LED | 0.950 |
| SW | 1 | SW | WALL PACK | TECHLIGHT LMWC-1-N-8-T3-1 | 14' MOUNTING HEIGHT | | 40.7 | 3906 | LED | 0.950 |
| Y | 4 | Y | WALL WASHER SCONCE | NUVO LIGHTING #TH203-SATCO S9428 13W PAR30 LED LAMP | 10' MOUNTING HEIGHT | | 12.8 | 1768 | LED | 0.950 |

CALCULATION SUMMARY

| LABEL | UNITS | AVG | MAX | MIN | AVG/MIN | MAX/MIN | PtSpcLr | PtSpcTb |
|---|---|---|---|---|---|---|---|---|
| SITE | Fc | 2.15 | 15.0 | 0.2 | 10.75 | 75.00 | 10 | 10 |


PREPARERS
NAME: SAMUEL LEE, P.E., LEED AP
TEXAS PROFESSIONAL ENGINEERING GROUP, LLC
ADDRESS: 4422 GREEN FOREST PASS, HOUSTON, TX 77084
PHONE NO: 832.409.2673
EMAIL: SAMUEL@TXPEG.COM


DATE OF SUBMISSION: 02-04-2022

TEXAS PROFESSIONAL ENGINEERING GROUP, LLC
TEXAS ENG. FIRM REG. NO. F-20382

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# HTea0 – Colleyville

4917 Colleyville Blvd.,
Colleyville, Texas 76034

SAMUEL C. LEE 88559 LICENSED PROFESSIONAL ENGINEER
02-04-2022

| | |
|---|---|
| PROJECT NUMBER | 21084 |
| DRAWN BY | CW |
| CHECKED BY | SL |

REVISIONS

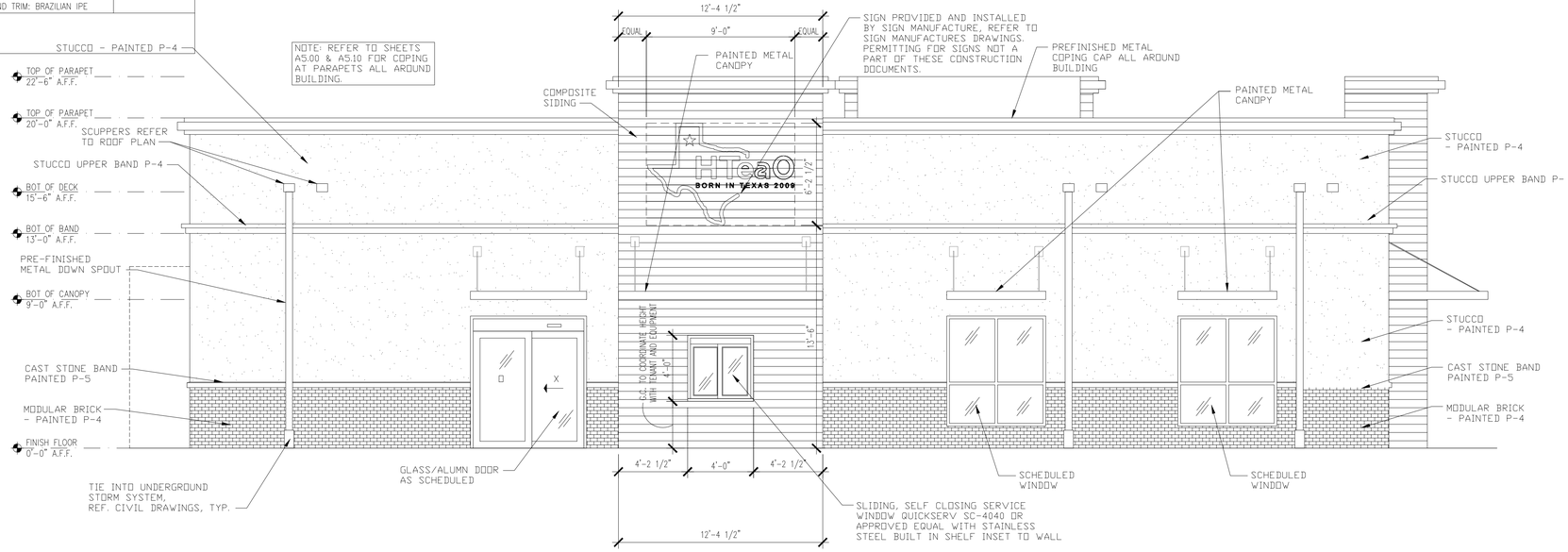
| No. | Description | Date |
|---|---|---|
| 1 | UPDATED EXHIBITS | 02/23/2022 |

PRELIMINARY PLAN REVIEW

# E1.00

## LIGHTING PHOTOMETRIC PLAN

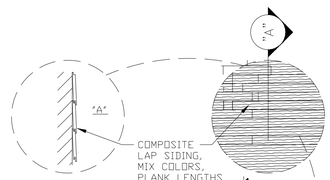
| FINISH SCHEDULE | | | |
|---|---|---|---|
| MARK | DESCRIPTION | COLOR & FINISH | MANUFACTURER |
| P-3 | HOLLOW METAL DOOR & FRAMES | SW 7664 – STEELY GRAY, SEMI-GLOSS FINISH | SHERWIN WILLIAMS |
| P-4 | STUCCO & MASONRY MAIN WALL COLOR | SW7002 DOWNY, SMOOTH FINISH | DRYVIT |
| P-5 | PER-CAST STONE TRIM BAND COLOR | SW7038 TONY TAUPE, SMOOTH FINISH | DRYVIT |
| P-6 | METAL CANOPIES, PARAPET TRIM, LEADER BOXES AND DOWNSPOUTS | DARK BRONZE | |
| CP-1 | COMPOSITE SIDING AT ENTRY (POLYMER) | EQUAL PARTS OF FOLLOWING COLORS:<br>1. BRAZILIAN IPE<br>2. PERUVIAN TEAK<br>3. SPANISH WALNUT<br>4. HAWAIIAN CHARCOAL<br>CORNERS AND TRIM: BRAZILIAN IPE | NEW TECHWOOD |
| NOTES:<br>1) PAINT BRAND: SHERWIN WILLIAMS. | | | |

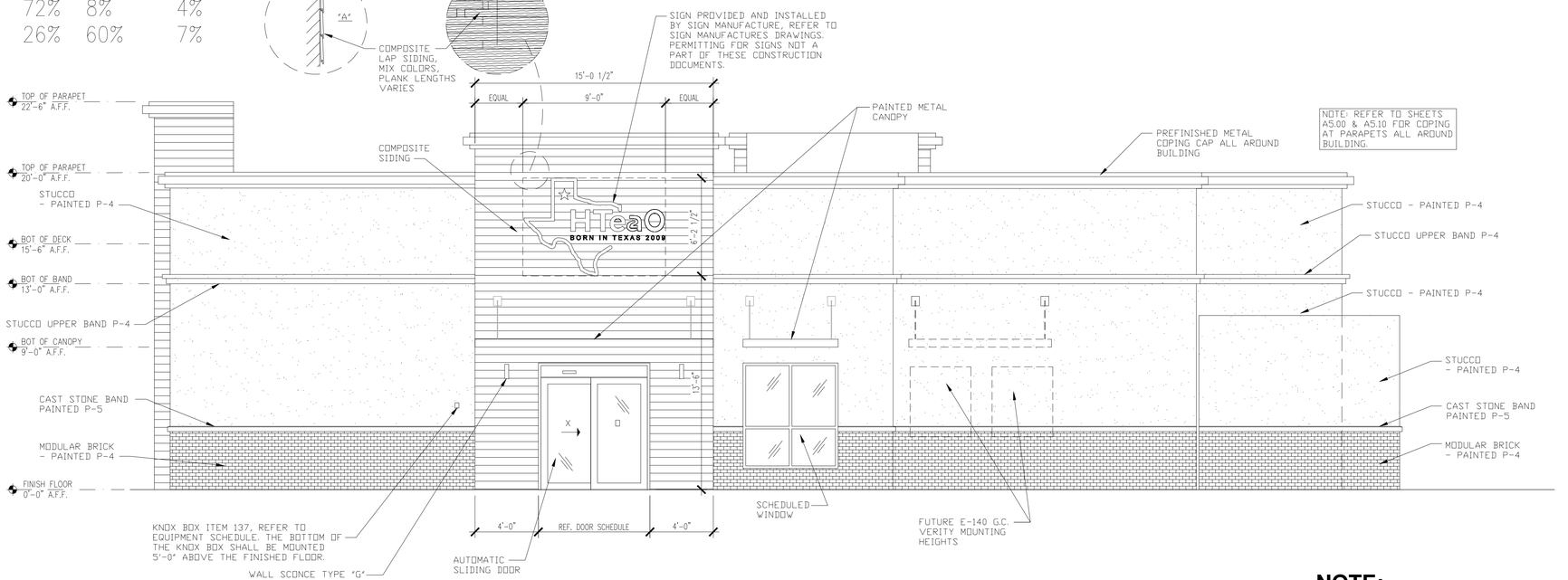



2 NORTH EXTERIOR ELEVATION
1/4" = 1'-0"

## MATERIAL TABULATIONS

| ORIENTATION | MASONRY | STUCCO | SIDING | GLASS |
|---|---|---|---|---|
| NORTH | 13% | 60% | 17% | 10% |
| SOUTH | 15% | 51% | 28% | 6% |
| EAST | 16% | 72% | 8% | 4% |
| WEST | 7% | 26% | 60% | 7% |




1 SOUTH EXTERIOR ELEVATION
1/4" = 1'-0"

**NOTE:**

REFER TO SHEET A2.20 FOR FINISHES SCHEDULE

ROSE-VILLACORTE
ARCHITECTURE LLC
HOUSTON-DALLAS, TEXAS
www.rvaarch.com

# HTea0 - Colleyville

**4917 Colleyville Blvd.,**
**Colleyville, Texas 76034**

REGISTERED ARCHITECT
TIMOTHY PAUL ROSE
28947
STATE OF TEXAS
03.02.22

| PROJECT NUMBER | 21084 |
|---|---|
| DRAWN BY | TPR |
| CHECKED BY | TPR |

REVISIONS

| No. | Description | Date |
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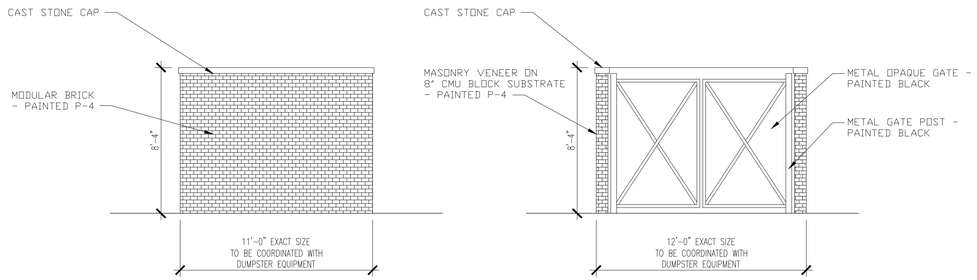
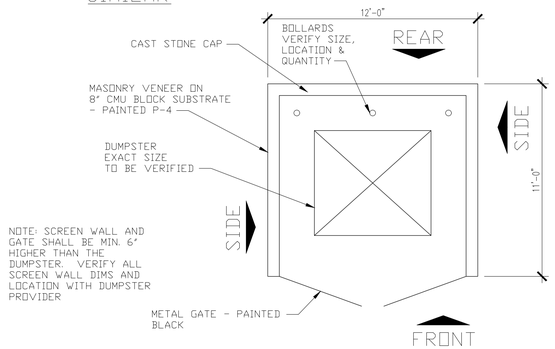
PRELIMINARY REVIEW

# A3.00
## EXTERIOR ELEVATIONS MASONRY 2




SIDE ELEVATION
REAR ELEVATION IS SIMILAR

FRONT ELEVATION




PLAN

3 DUMPSTER SCREEN WALL
1/4" = 1'-0"

| FINISH SCHEDULE | | | |
|---|---|---|---|
| MARK | DESCRIPTION | COLOR & FINISH | MANUFACTURER |
| P-3 | HOLLOW METAL DOOR & FRAMES | SW 7664 – STEELY GRAY, SEMI-GLOSS FINISH | SHERWIN WILLIAMS |
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| NOTES:<br>1) PAINT BRAND: SHERWIN WILLIAMS. | | | |

## MATERIAL TABULATIONS

| ORIENTATION | MASONRY | STUCCO | SIDING | GLASS |
|---|---|---|---|---|
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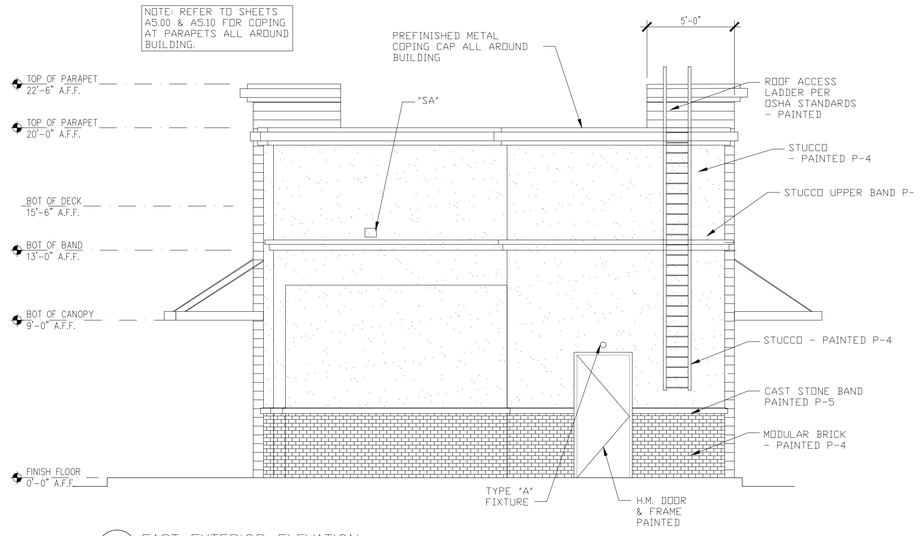
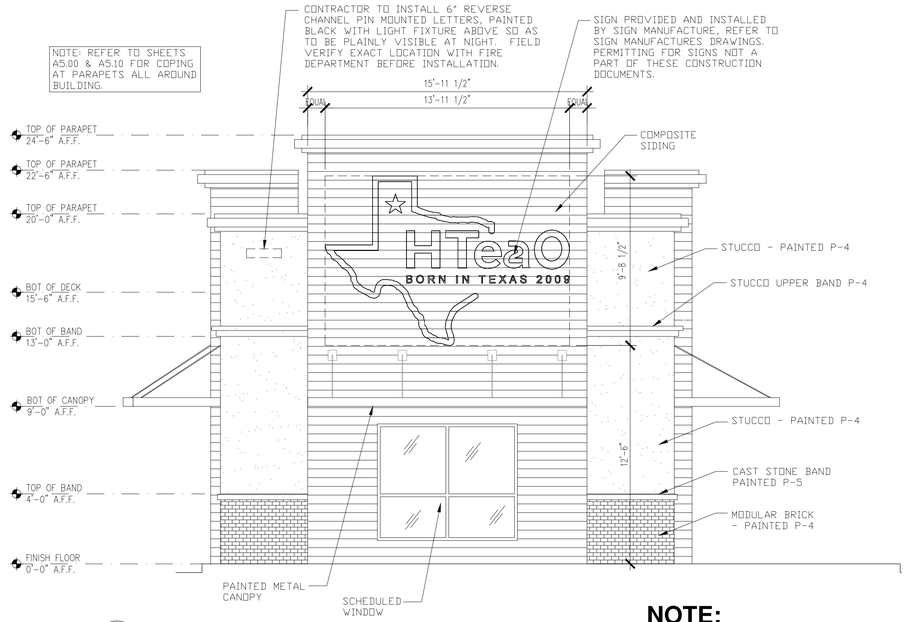



2 EAST EXTERIOR ELEVATION
1/4" = 1'-0"




1 WEST EXTERIOR ELEVATION
1/4" = 1'-0"

**NOTE:**

REFER TO SHEET A2.20 FOR FINISHES SCHEDULE

ROSE-VILLACORTE
ARCHITECTURE LLC
HOUSTON-DALLAS, TEXAS
www.rvaarch.com

HTeaO
BORN IN TEXAS 2009

# HTea0 - Colleyville

**4917 Colleyville Blvd.,**
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REGISTERED ARCHITECT
TIMOTHY PAUL ROSE
26947
STATE OF TEXAS

03.02.21

| PROJECT NUMBER | 21084 |
|---|---|
| DRAWN BY | TPR |
| CHECKED BY | TPR |

REVISIONS

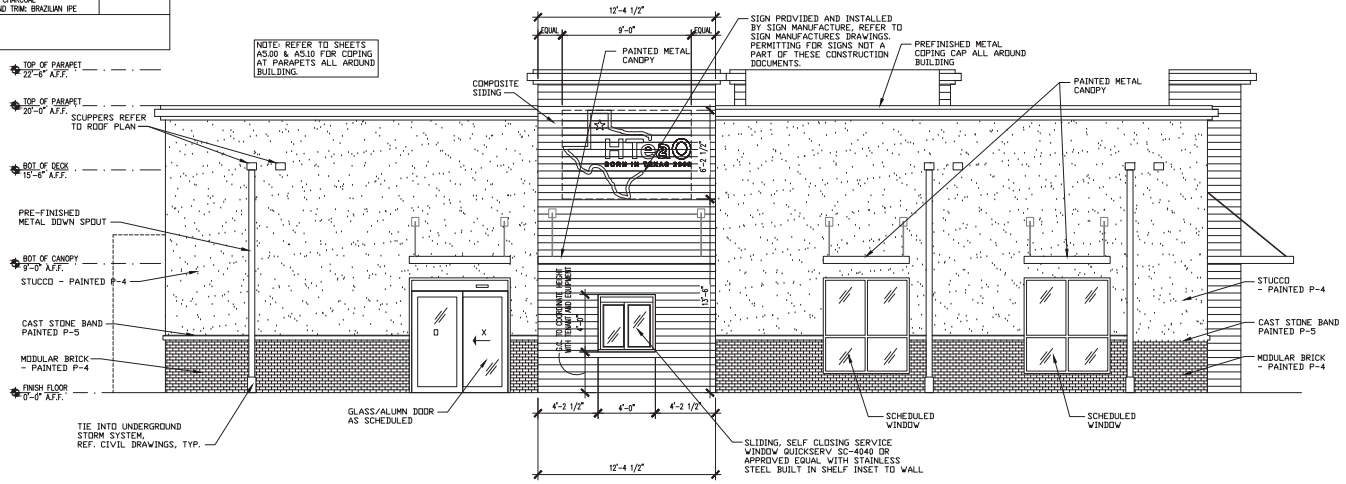
| No. | Description | Date |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

PRELIMINARY REVIEW

# A3.01
## EXTERIOR ELEVATIONS MASONRY 2

HTeaO
BORN IN TEXAS 2009
HTeaO

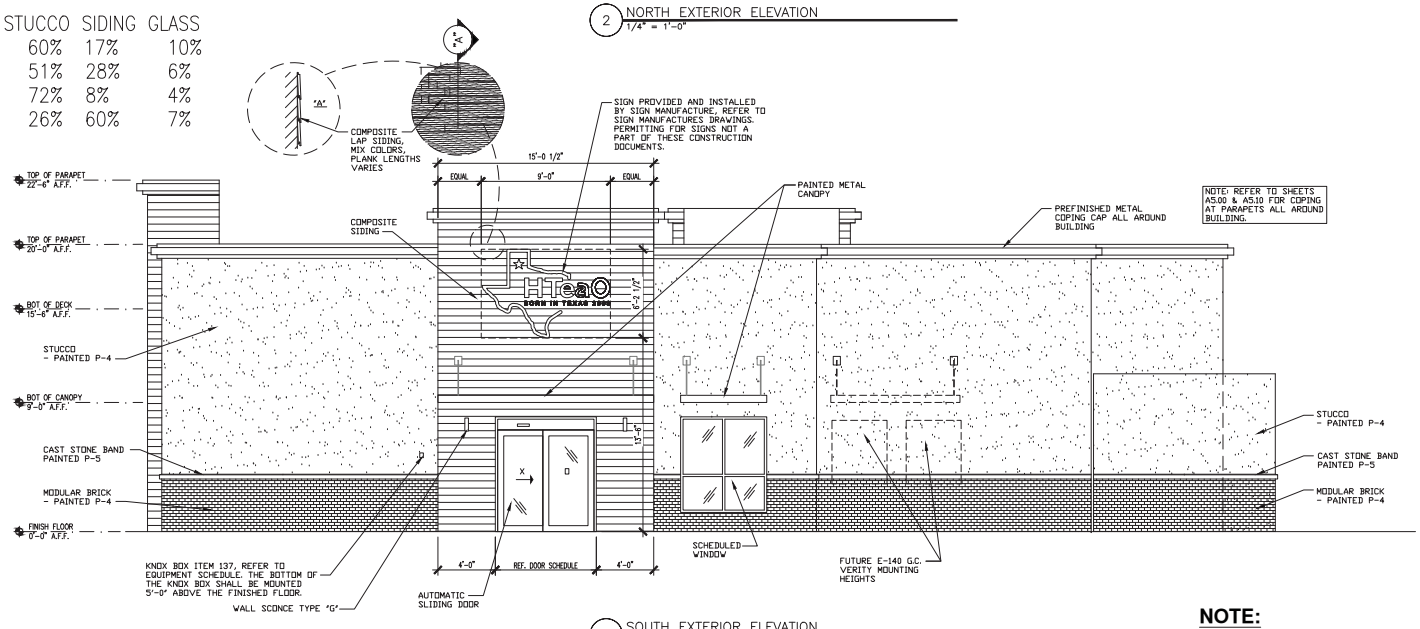
| FINISH SCHEDULE | | | |
|---|---|---|---|
| MARK | DESCRIPTION | COLOR & FINISH | MANUFACTURER |
| P-3 | HOLLOW METAL DOOR & FRAMES | SW 7664 – STEELY GRAY, SEMI-GLOSS FINISH | SHERWIN WILLIAMS |
| P-4 | STUCCO & MASONRY MAIN WALL COLOR | SW7002 DOWNY, SMOOTH FINISH | DRYVIT |
| P-5 | PER-CAST STONE TRIM BAND COLOR | SW7038 TONY TAUPE, SMOOTH FINISH | DRYVIT |
| P-6 | METAL CANOPIES, PARAPET TRIM, LEADER BOXES AND DOWNSPOUTS | DARK BRONZE | |
| CP-1 | COMPOSITE SIDING AT ENTRY (POLYMER) | EQUAL PARTS OF FOLLOWING COLORS:<br>1. BRAZILIAN IPE<br>2. PERUVIAN TEAK<br>3. SPANISH WALNUT<br>4. HAWAIIAN CHARCOAL<br>CORNERS AND TRIM: BRAZILIAN IPE | NEW TECHWOOD |
| NOTES:<br>1) PAINT BRAND: SHERWIN WILLIAMS. | | | |




2 NORTH EXTERIOR ELEVATION
1/4" = 1'-0"

## MATERIAL TABULATIONS

| ORIENTATION | MASONRY | STUCCO | SIDING | GLASS |
|---|---|---|---|---|
| NORTH | 13% | 60% | 17% | 10% |
| SOUTH | 15% | 51% | 28% | 6% |
| EAST | 16% | 72% | 8% | 4% |
| WEST | 7% | 26% | 60% | 7% |




1 SOUTH EXTERIOR ELEVATION
1/4" = 1'-0"

**NOTE:**

REFER TO SHEET A2.20 FOR FINISHES SCHEDULE

ROSE-VILLACORTE ARCHITECTURE LLC
HOUSTON-DALLAS, TEXAS
www.rvaarch.com

**HTea0 - Colleyville**
4917 Colleyville Blvd.,
Colleyville, Texas 76034

"NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION"
02.01.22

| PROJECT NUMBER | 21084 |
|---|---|
| DRAWN BY | TPR |
| CHECKED BY | TPR |

REVISIONS

| No. | Description | Date |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

PRELIMINARY REVIEW

# A3.00
## EXTERIOR ELEVATIONS MASONRY 2

## MATERIAL TABULATIONS

| ORIENTATION | MASONRY | STUCCO | SIDING | GLASS |
|---|---|---|---|---|
| NORTH | 13% | 60% | 17% | 10% |
| SOUTH | 15% | 51% | 28% | 6% |
| EAST | 16% | 72% | 8% | 4% |
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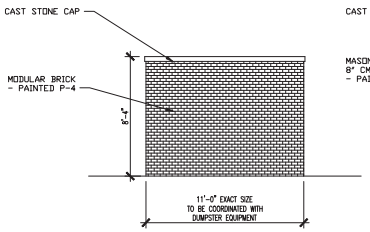
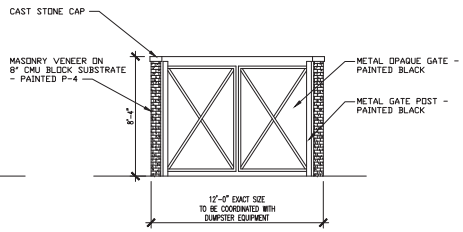
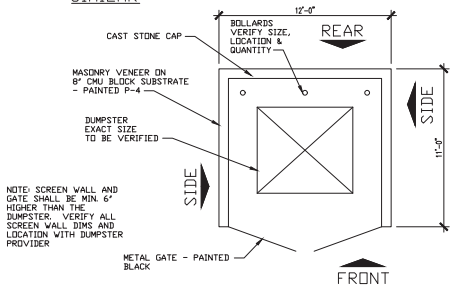



SIDE ELEVATION
REAR ELEVATION IS SIMILAR




FRONT ELEVATION




PLAN

3 DUMPSTER SCREEN WALL
1/4" = 1'-0"

| FINISH SCHEDULE | | | |
|---|---|---|---|
| MARK | DESCRIPTION | COLOR & FINISH | MANUFACTURER |
| P-3 | HOLLOW METAL DOOR & FRAMES | SW 7664 - STEELY GRAY, SEMI-GLOSS FINISH | SHERWIN WILLIAMS |
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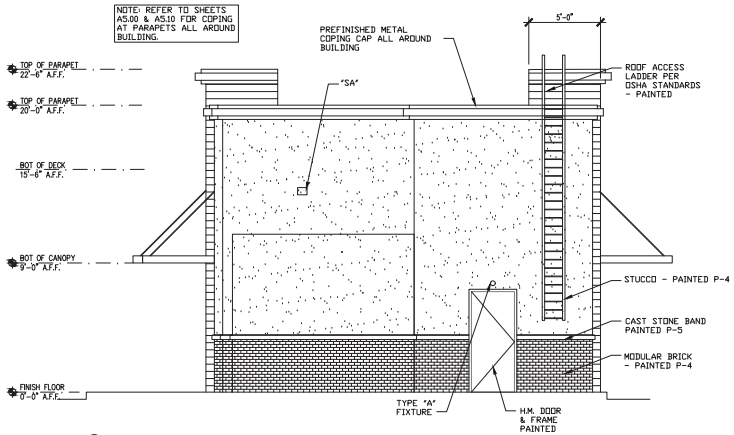
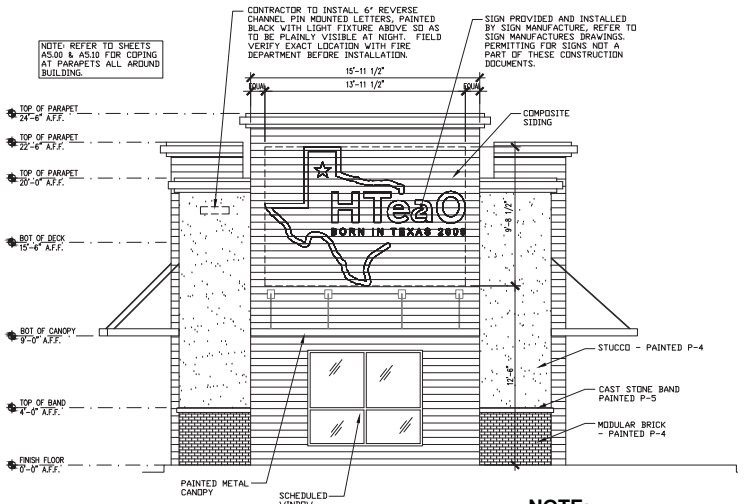
| NOTES: 1) PAINT BRAND: SHERWIN WILLIAMS. | | | |




2 EAST EXTERIOR ELEVATION
1/4" = 1'-0"




1 WEST EXTERIOR ELEVATION
1/4" = 1'-0"

**NOTE:**

REFER TO SHEET A2.20 FOR FINISHES SCHEDULE

ROSE-VILLACORTE ARCHITECTURE LLC
HOUSTON-DALLAS, TEXAS
www.rvaarch.com

**HTea0 - Colleyville**
4917 Colleyville Blvd.,
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"NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION"
02.01.22

| | |
|---|---|
| PROJECT NUMBER | 21084 |
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REVISIONS

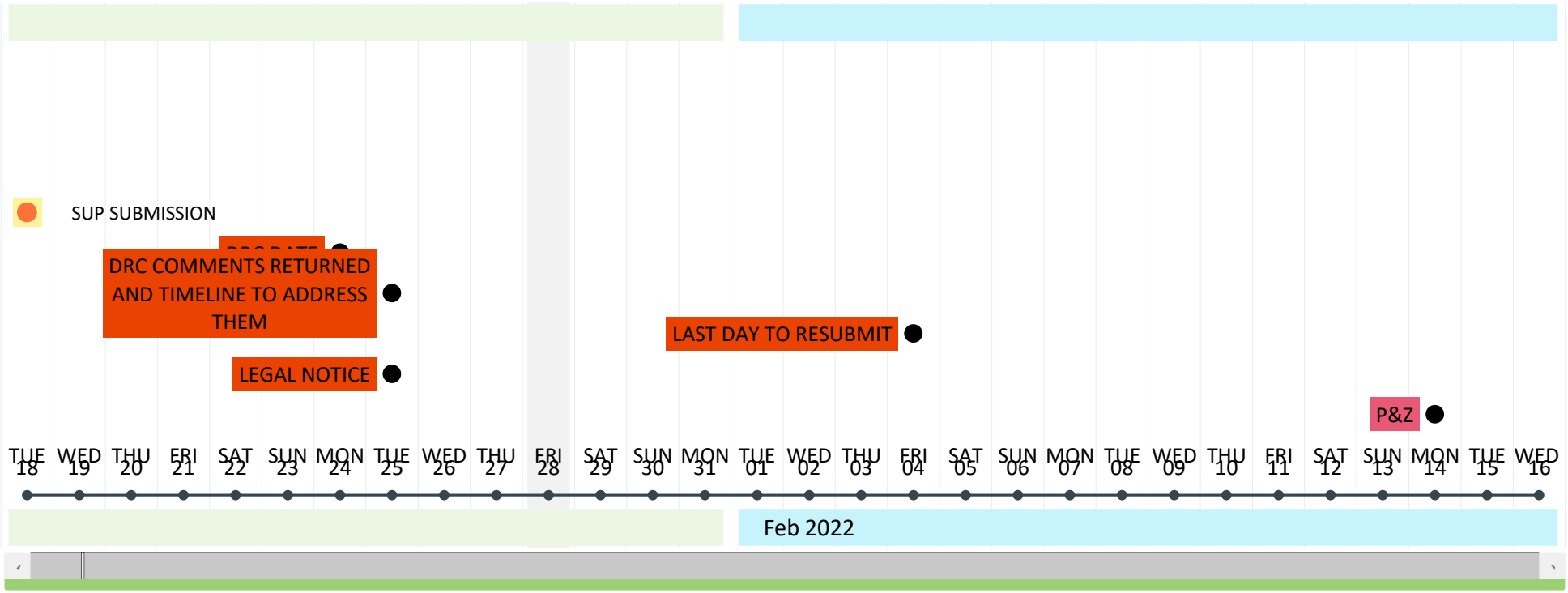
| No. | Description | Date |
|---|---|---|
| | | |

PRELIMINARY REVIEW

# A3.01
## EXTERIOR ELEVATIONS MASONRY 2

HTeaO
HTeaO

# PROJECT TIMELINE




**ENTER START DATE:** **1/1/2022**

| ACTIVITY | START | END | NOTES |
|---|---|---|---|
| SUP Submission | 1/18/2022 | | 28 Days before P&Z- SUP Review before DRC Review |
| DRC Date | 1/24/2022 | | 21 Days before P&Z- DRC Review and comment |
| DRC comments returned and timeline to address them | 1/25/2022 | | Day After DRC meeting (Tuesday)- Comments returned to applicant for review and changes |
| Last day to Resubmit | 2/4/2022 | | 10 Days Before P&Z- Last day you can Resubmit with comments addressed |
| Legal Notice | 1/25/2022 | | 20 Days before P&Z- |

| ACTIVITY | START | END | NOTES |
|---|---|---|---|
| P&Z | 2/14/2022 | | Second Monday of the month |
| City Council Meeting 1 | 3/2/2022 | | First Tuesday of the month |
| City Council Meeting 2 | 3/22/2022 | | Third Tuesday of the month |

# Schedule of Gross Area

## HTeaO Colleyville

| | Acres | Square Feet | Percentage |
|---|---|---|---|
| Building Square Feet | | 1776 | |
| Attached Walk In Cooler | | 144 | |
| Total Gross Area of Buildings | | 1920 | 9.48% |
| Total Gross Area of Streets/Sidewalks | | 15570 | 76.87% |
| Total Gross Area of Open/Landscape Space | | 2766 | 13.66% |
| Total Gross Area | 0.46 | 20256 | 100.00% |

# Economic Development Information

## HTeaO Colleyville

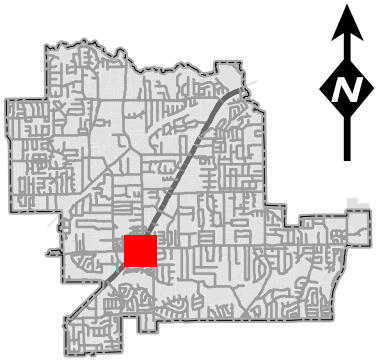
| Total Sq Footage of Building | Estimated Sales/Sq Ft | Estimated Sales/Year | Estimated Ad Valorum Taxes/Year |
|---|---|---|---|
| 1776 | $ 628.13 | $ 1,115,550.00 | $ 2,900.07 |

# Notification Map

CITY OF COLLEYVILLE TEXAS

## ZC22-001

### 4917 Colleyville Boulevard




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, February 14, 2022 at 7:00 p.m.**
**City Council Meetings: Wednesday, March 2, 2022 & Tuesday, March 22, 2022 at 7:30 p.m.**
**3rd floor of City Hall, 100 Main Street, Colleyville, Texas**

| | |
|---|---|
| **Request:** | Consideration of a change of zoning from a PUD-C Planned Unit Development-Commercial district to a PUD-C Planned Unit Development-Commercial district, specifically for a restaurant with drive-in or drive-thru service. The request is for a new business, HTeaO. |
| **Zoning Case:** | ZC22-001 |
| **Applicant:** | Brady Shackelford |
| **Owner:** | Brad Williamson |
| **Location:** | 4917 Colleyville Boulevard |
| **Property Description:** | Tract 2C03, Abstract 206, BBB & C RY Survey |
| **Present Zoning:** | Planned Unit Development-Commercial |

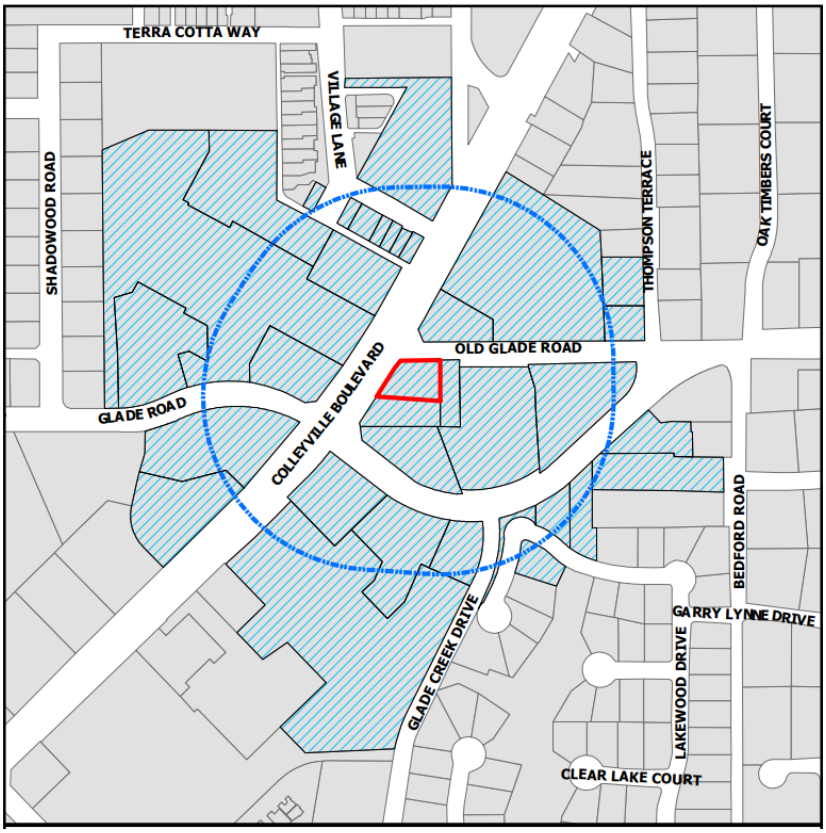
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a 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

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

| Owner Name | Owner Address | Owner City |
|---|---|---|
| SC 16 VILLAGE LANE INVESTMENT | 505 PECAN ST STE 101 | FORT WORTH, TX |
| HOA - LAKEWOOD ESTATES | 6707 BRENTWOOD STR RD | FORT WORTH, TX |
| COLLEYVILLE PLAZA LP | 580 DECKER DR STE 203 | IRVING, TX |
| COLLEYVILLE PLAZA LP | 580 DECKER DR STE 203 | IRVING, TX |
| COLLEYVILLE PLAZA LP | 580 DECKER DR STE 203 | IRVING, TX |
| VILLAGE OWNERS ASSOCIATION INC | PO BOX 650255 | DALLAS, TX |
| O'BRIEN, PETE | 609 CHEEK SPARGER RD STE 120 | COLLEYVILLE, TX |
| | | |
| Y2KITCHEN PROPERTIES LLC | 4500 DARTMOORE LN | COLLEYVILLE, TX |
| JPMORGAN CHASE BANK | PO BOX 2558 | HOUSTON, TX |
| BONEY, TRAVIS | 4925 LAKEWOOD DR | COLLEYVILLE, TX |
| | | |
| COCANOUGHER ASSET NO 3 LTD | 6851 NE LOOP 820 STE 200 | N. RICHLAND HILLS, TX |
| Y2KITCHEN PROPERTIES LLC | 5003 COLLEYVILLE BLVD | COLLEYVILLE, TX |
| COLLEYVILLE, CITY OF | 100 MAIN ST | COLLEYVILLE, TX |
| ESCOBAR, ROSA | 4804 BEDFORD RD | COLLEYVILLE, TX |
| THOMPSON, JOHN E | 5017 MONTCLAIR DR | COLLEYVILLE, TX |
| NOBLIT, DON | PO BOX 820895 | FORT WORTH, TX |
| DELGADO, MARK ETAL | 5000 THOMPSON TERR | COLLEYVILLE, TX |
| SC 16 VILLAGE LANE INVESTMENT | 505 PECAN ST STE 101 | FORT WORTH, TX |
| HOA - LAKEWOOD ESTATES | 12700 PARK CTRL DR STE 600 | DALLAS, TX |
| WAL-MART REAL ESTATE BUS TRUST | PO BOX 8050 | BENTONVILLE, AR |
| BOWDEN, WILLIAM | 4928 LAKEWOOD DR | COLLEYVILLE, TX |
| NOBEL SOURCE COMPANY LLC | 640 S HILL ST STE 341 | LOS ANGELES, CA |
| SC 16 VILLAGE LANE INVESTMENT | 505 PECAN ST STE 101 | FORT WORTH, TX |
| PP COLLEYVILLE I LLC | 8350 N CENTRAL EXPWY STE 1313 | DALLAS, TX |
| COLLEYVILLE PLAZA LP | 580 DECKER DR STE 203 | IRVING, TX |
| HEA21 LLC | 6406 CUTTER RIDGE CT | COLLEYVILLE, TX |
| ZELL THREE INC | 1190 EXPLORER ST | DUNCANVILLE, TX |
| WORTHINGTON NATIONAL BANK | 500W MAIN ST | FORT WORTH, TX |
| FAIRWAY INDEPENDENT MORTGAGE | 4750 S BILTMORE LN | MADISON, WI |
| KRG COLLEYVILLE LLC | 30 S MERIDIAN ST STE 1100 | INDIANAPOLIS, IN |
| COMPASS BANCSHARES INC | PO BOX 10566 | BIRMINGHAM, AL |
| HERITAGE PERSONAL TRAINING INC | 1208 CREST DR | COLLEYVILLE, TX |
| KRG COLLEYVILLE LLC | 30 S MERIDIAN ST STE 1100 | INDIANAPOLIS, IN |
| LAKEWOOD ESTATES | 213 MILL CROSSING WEST | COLLEYVILLE, TX |
| GRAPEVINE COLLEYVILLE ISD | 3051 IRA E WOODS AVE | GRAPEVINE, TX |

**ORDINANCE O-22-2194**

**AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY REZONING FROM PUD-C PLANNED UNIT DEVELOPMENT-COMMERCIAL TO PUD-C PLANNED UNIT DEVELOPMENT-COMMERICAL DISTRICT ON TRACT 2C03, ABSTRACT 206, BBB & C RY SURVEY LOCATED AT 4917 COLLEYVILLE BOULEVARD; 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 to change the zoning from PUD-C Planned Unit Development-Commercial to PUD-C Planned Unit Development-Commercial Overlay District with CC-1 Village Retail base zoning, Case No. ZC22-001; and

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

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

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

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

Sec. 1. THAT the purpose of this ordinance is to amend the base zoning for the real property described as Tract 2C03, Abstract 206, BBB & C RY Survey, commonly known as 4917 Colleyville Boulevard (the "Property"), and to further provide for a PUD-C overlay district to allow the development and construction of

an 1,776 s.f. drive-thru restaurant and iced tea shop (the "Business") on the Property.

Sec. 2. THAT the zoning for the Property is hereby amended as follows:

**1. GENERAL**

a. The Property shall have a base zoning classification of CC-1 Village Retail upon the effective date of this ordinance.

b. The Property shall further be subject to a PUD-C overly district (the "Overlay District") upon the effective date of this ordinance. The Overlay District shall be subject to all CC-1 Village Retail base zoning district regulations, except as expressly provided otherwise in this ordinance.

c. Should the Overlay District terminate in the manner provided in this ordinance, the Property shall retain the zoning classification of CC-1 Village Retail.

**2. DEVELOPMENT OF THE PROPERTY**

a. The Property shall be developed solely as a drive-thru restaurant and tea shop in the manner set forth herein, generally consistent with the Statement of Planning Objectives and Site Plan, which are attached hereto as Exhibit "B" and Exhibit "C", respectively.

b. The buildings erected on the Property shall be consistent with the elevations, materials, and articulation as depicted in Exhibit "D", unless expressly provided otherwise in this ordinance.

**3. PUD-C OVERLAY DISTRICT REGULATIONS**

The following PUD-C Overlay District regulations shall apply to the Property while the Overlay District is in effect:

a. **Permitted Use**. The permitted uses for the Property shall be those listed for the CC-1 Village Retail base zoning district. All CC-1 Village Retail district

regulations shall apply to the Overlay District except as expressly provided otherwise by this ordinance.

b. **Business Name**. Business shall at all times be required to operate under the name "HTeaO"; provided, the owner of the Business may request to change the name of the Business by applying for a special use permit (SUP).

c. **Drive Thru**. The Business shall be permitted to operate a drive-thru restaurant.

d. **Parking.** The minimum number of parking spaces is reduced to 13.

e. **Impervious Coverage.** The maximum impervious lot coverage is 86.34%.

f. **Landscaping.** No landscaping buffer area along Colleyville Boulevard shall be required. In addition, the required pervious area is reduced to approximately 13.66%.

g. **Building Materials and Articulation.** Per the elevations the horizontal and vertical articulation of all elevations vary from the requirements of Chapter 6. The building is non-compliant on all elevations.

**4. TERMINATION OF THE PUD-C OVERLAY DISTRICT**

a. The PUD-C Overlay District is conditioned upon the development and operation of the Property in the manner provided herein. The PUD-C Overlay District Regulations provided in Section 2, subsection 3 above, shall automatically expire upon any one or more of the following:

   i. a building permit for development of the Business is not issued within 12 months of the effective date of this ordinance;

ii. following completion of construction, the Business ceases to operate for a period of 90 consecutive days;

iii. the Business operates under any name other than HTeaO, unless otherwise permitted by this ordinance; or

iv. there is a change in ownership of the Business.

Sec. 3. THAT the Property 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. All requirements of the Land Development Code shall be met, except as expressly amended herein.

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 2nd day of March 2022.

The second reading and public hearing being conducted on the 22nd day of March 2022.

PASSED AND APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 22nd DAY OF MARCH 2022.

| | | | |
|---|---|---|---|
| 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**

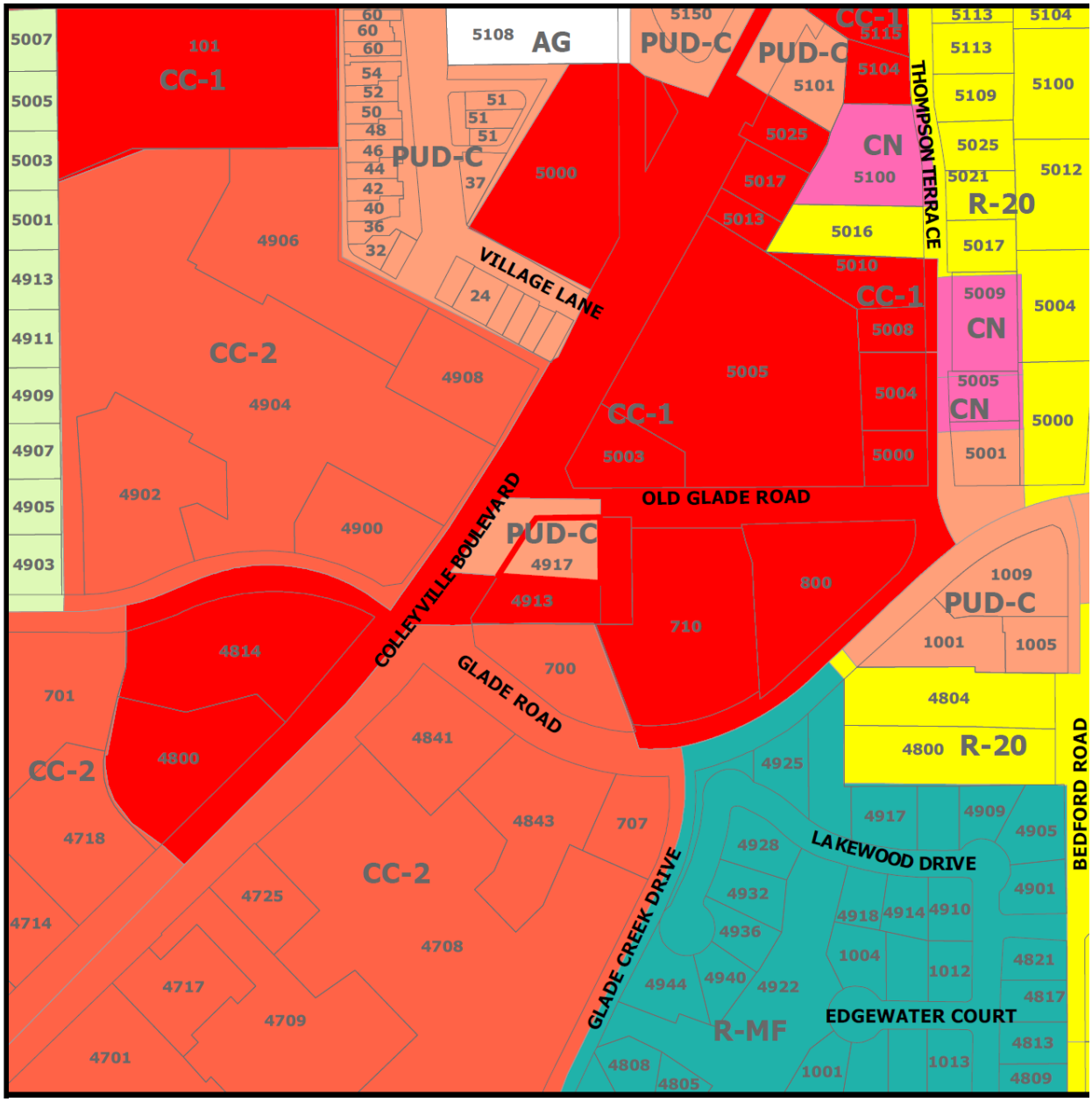
Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

**APPROVED AS TO FORM:**

Whitt Wyatt
City Attorney

# Exhibit "A" – Zoning Exhibit



# Exhibit "B" – Statement of Program Objectives

STATEMENT OF OBJECTIVE

HTea0 is a 1,776 square foot Retail Store that sells flavored tea, coffee, dry pre-packaged food, yeti cooler, pre-packaged bottled water and ice. There is no kitchen or fume hoods. No food will be cooked. There is no sit-down or wait service. There is no seating inside or outside the store. The store will be at 4917 Colleyville Blvd., Colleyville Texas 76034, Tarrant County.

The building includes the following spaces. Front of house consist of a retail area and a public restroom. The Back of house consist of a Point-of-Sale Counter, Brew area (this is the area where the tea is brewed), Coffee station (this is the are where the coffee is made), Prep area, Receiving area, RO Closet, Drive-thru area and a Walk-in-Cooler.

LOT COVER % TABLE

**Schedule of Gross Area**
**HTeaO Colleyville**

| | Acres | Square Feet | Percentage |
|---|---|---|---|
| Building Square Feet | | 1776 | |
| Attached Walk In Cooler | | 144 | |
| Total Gross Area of Buildings | | 1920 | 9.48% |
| Total Gross Area of Streets/Sidewalks | | 15570 | 76.87% |
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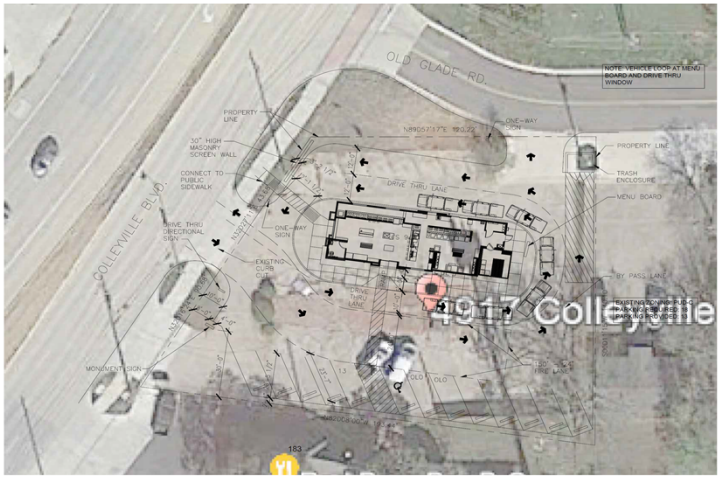
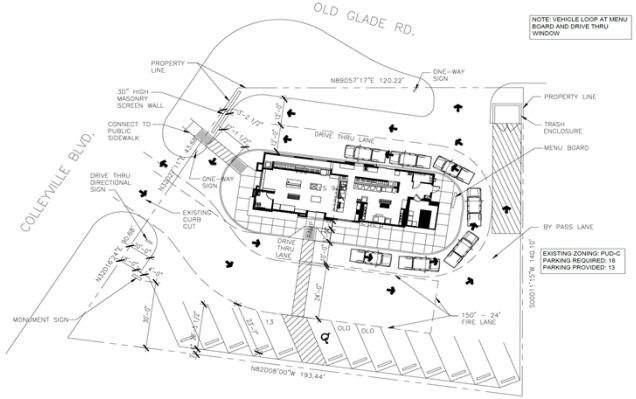



2 AERIAL SITE PLAN
1" = 20'-0"




1 SITE PLAN
1" = 20'-0"


ROSE-VILLACORTE ARCHITECTURE LLC
HOUSTON-DALLAS, TEXAS
www.rvaarch.com


**HTea0 - Colleyville**
4917 Colleyville Blvd.,
Colleyville, Texas 76034

"NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION"
Timothy P. Rose
02.01.22

PROJECT NUMBER 21084

REVISIONS

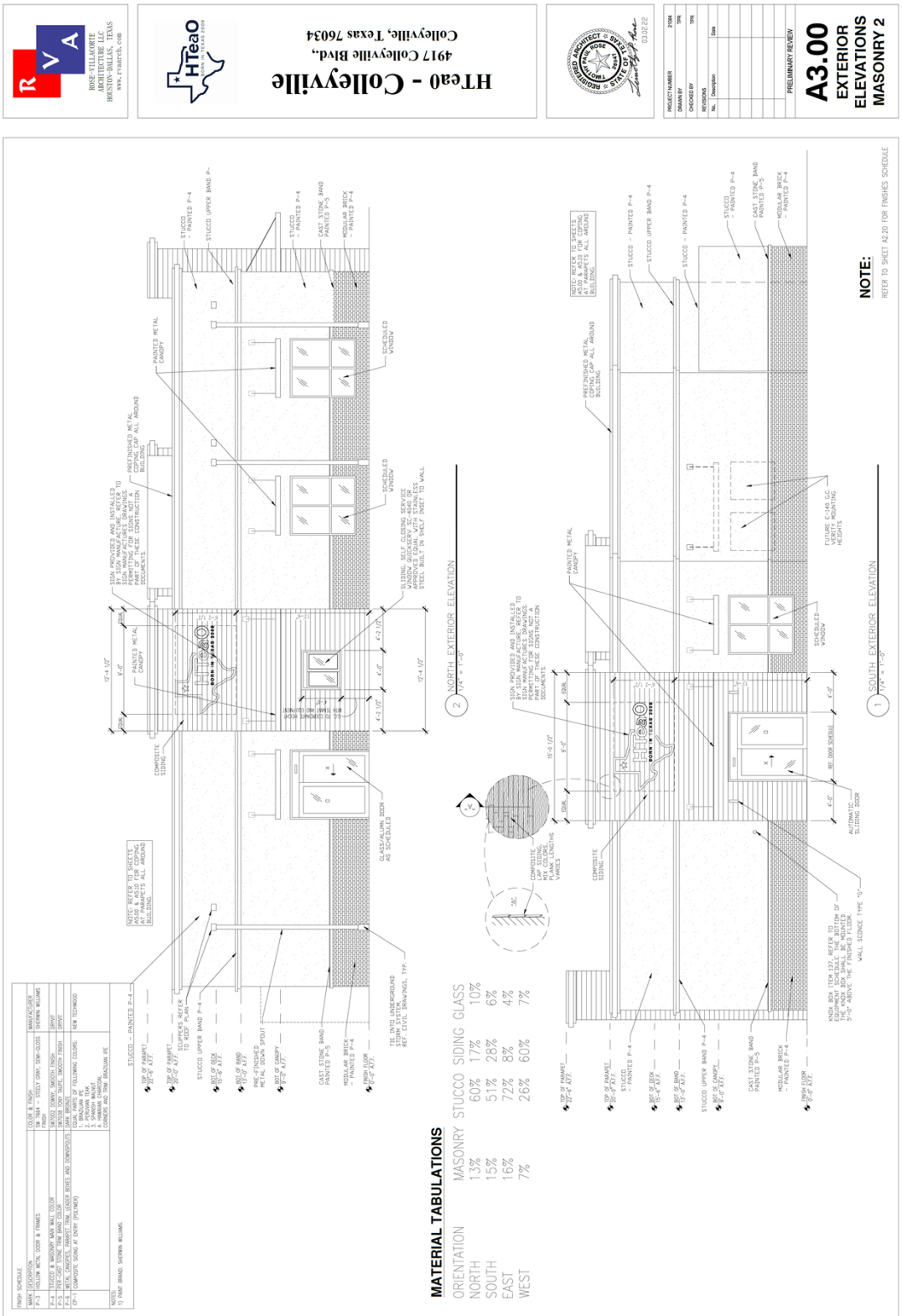
| No. | Description | Date |
|---|---|---|
| | | |

PRELIMINARY REVIEW

**A1.00**
**ARCHITECT SITE PLAN OPTION 3**

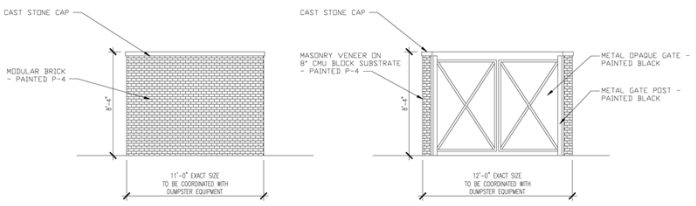
# Exhibit "C" – Site Plan

# Exhibit "D" – Building Elevations and Landscape Plan



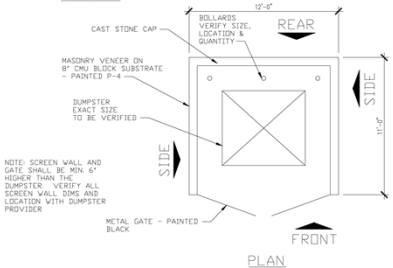
## MATERIAL TABULATIONS

| ORIENTATION | MASONRY | STUCCO | SIDING | GLASS |
|---|---|---|---|---|
| NORTH | 13% | 60% | 17% | 10% |
| SOUTH | 15% | 51% | 28% | 6% |
| EAST | 16% | 72% | 8% | 4% |
| WEST | 7% | 26% | 60% | 7% |



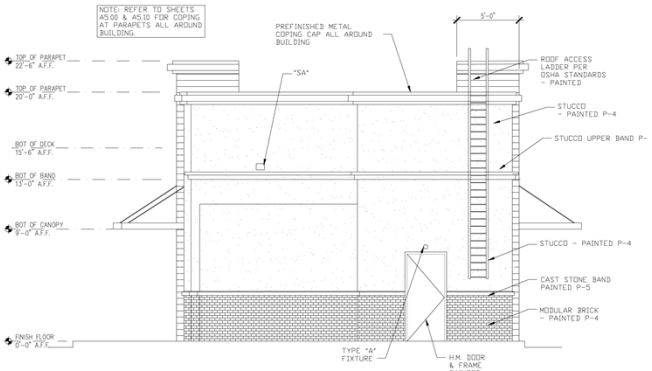

SIDE ELEVATION
REAR ELEVATION IS SIMILAR

FRONT ELEVATION

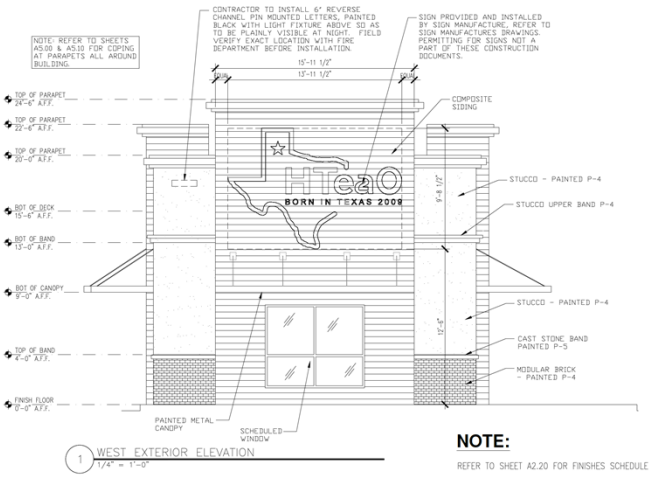



PLAN

3 DUMPSTER SCREEN WALL
1/4" = 1'-0"




2 EAST EXTERIOR ELEVATION
1/4" = 1'-0"




1 WEST EXTERIOR ELEVATION
1/4" = 1'-0"

**NOTE:**

REFER TO SHEET A2.20 FOR FINISHES SCHEDULE

FINISH SCHEDULE

| MARK | DESCRIPTION | COLOR & FINISH | MANUFACTURER |
|---|---|---|---|
| P-3 | HOLLOW METAL DOOR & FRAMES | SW 7664 - STEELY GRAY, SEMI-GLOSS FINISH | SHERWIN WILLIAMS |
| P-4 | STUCCO & MASONRY MAIN WALL COLOR | SW7002 DOMNY, SMOOTH FINISH | DRYVIT |
| P-5 | PER-CAST STONE TRIM BAND COLOR | SW7038 TONY TAUPE, SMOOTH FINISH | DRYVIT |
| P-6 | METAL CANOPIES, PARAPET TRIM, LEADER BOXES AND DOWNSPOUTS | DARK BRONZE | |
| CP-1 | COMPOSITE SIDING AT ENTRY (POLYMER) | EQUAL PARTS OF FOLLOWING COLORS: 1. BRAZILIAN IPE 2. PERUVIAN TEAK 3. SPANISH WALNUT 4. HAWAIIAN CHARCOAL CORNERS AND TRIM: BRAZILIAN IPE | NEW TECHWOOD |

NOTES:
1) PAINT BRAND: SHERWIN WILLIAMS.


ROSE-VILLACORTE ARCHITECTURE LLC
HOUSTON-DALLAS, TEXAS
www.rvaarch.com


**HTea0 - Colleyville**
4917 Colleyville Blvd.,
Colleyville, Texas 76034

REGISTERED ARCHITECT TIMOTHY PAUL ROSE 26947 STATE OF TEXAS
03.02.21

| PROJECT NUMBER | 21084 |
|---|---|
| DRAWN BY | TPR |
| CHECKED BY | TPR |

REVISIONS

| No. | Description | Date |
|---|---|---|
| | | |

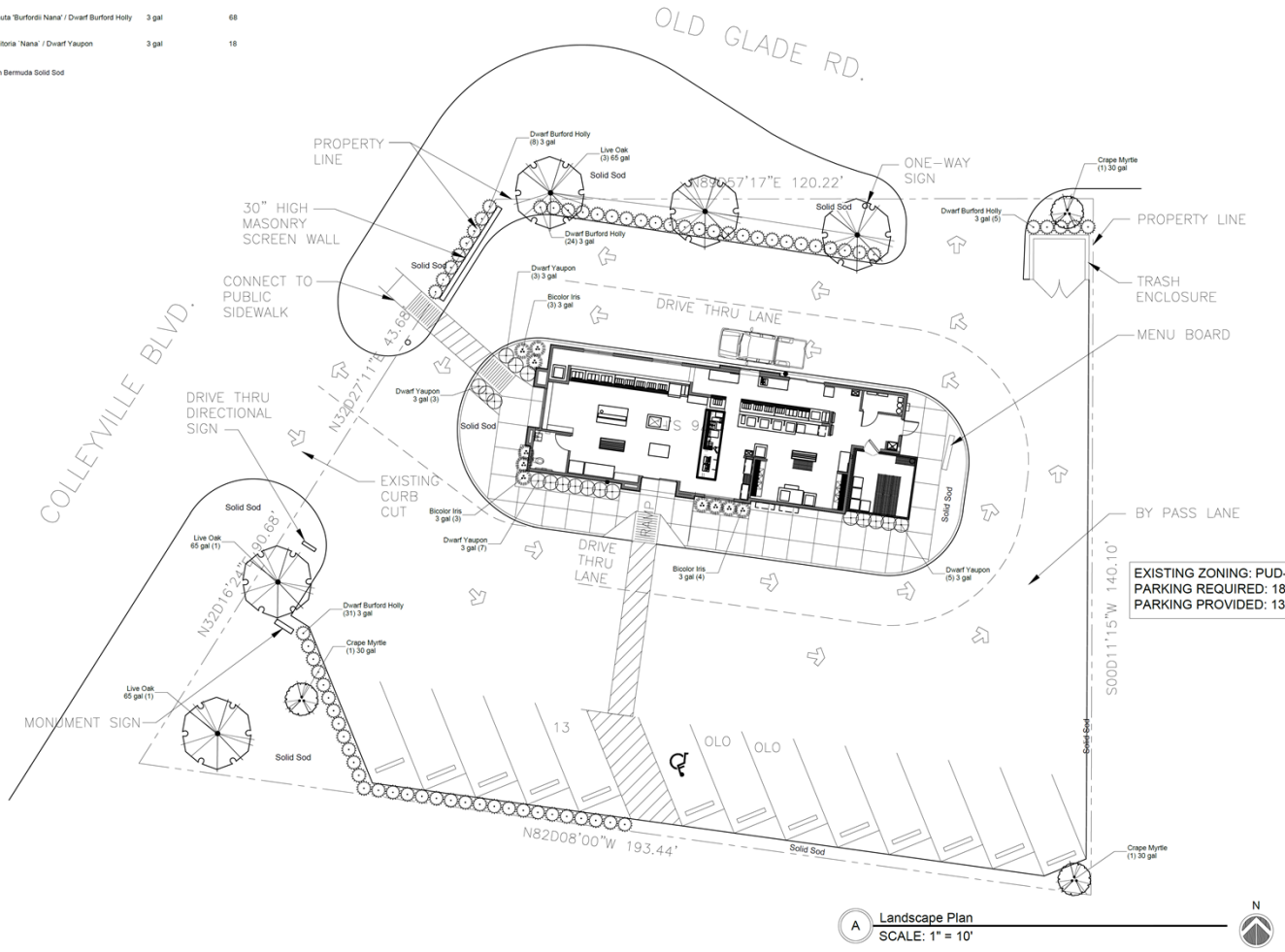
PRELIMINARY REVIEW

**A3.01**
**EXTERIOR ELEVATIONS MASONRY 2**

HTeaO
BORN IN TEXAS 2009
HTeaO

PLANT SCHEDULE

| TREES | BOTANICAL / COMMON NAME | CONT | CAL | QTY |
|---|---|---|---|---|
| | Lagerstroemia indica / Crape Myrtle | 30 gal | | 3 |
| | Quercus virginiana / Live Oak | 65 gal | 3"Cal | 5 |
| **SHRUBS** | **BOTANICAL / COMMON NAME** | **SIZE** | **HT.** | **QTY** |
| | Dietes bicolor / Bicolor Iris | 3 gal | | 10 |
| | Ilex comuta 'Burfordii Nana' / Dwarf Burford Holly | 3 gal | | 68 |
| | Ilex vomitoria 'Nana' / Dwarf Yaupon | 3 gal | | 18 |
| | Common Bermuda Solid Sod | | | |




A Landscape Plan
SCALE: 1" = 10'


ROSE-VILLACORTE ARCHITECTURE LLC
HOUSTON-DALLAS, TEXAS
www.rvaarch.com


**HTea0 - Colleyville**
**4917 Colleyville Blvd.,**
**Colleyville, Texas 76034**

"NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION"
02.22.22

| PROJECT NUMBER | 21084 |
|---|---|

| REVISIONS | | |
|---|---|---|
| No. | Description | Date |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | for city review | |

# L1.01
## LANDSCAPE PLAN

# City of Colleyville
# City Council
# Agenda Briefing

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

**Agenda Number** 7a **Agenda Date** 3/22/2022 **Number** Ordinance O-22-2193
**Type** Ordinance
**Department** Community Development

## Title

Consideration of a Special Use Permit for an accessory building to encroach into the street side yard setback on Lot 6, Block 9, Woodbriar Estates Addition, located at 412 Briarcliff Court, Case ZC21-036

## Strategic Plan

4.1 Protect Colleyville's semi-rural residential character

## Explanation

***Second Reading and Public Hearing***

The City Council tabled the item to allow for an associated Special Use Permit for a new fence to be considered at the same meeting as this request. Just prior to the meeting on March 2, 2022, it was determined that the fence along the street side property line was replaced and expanded in early 2019. A Special Use Permit is needed for approval of the new fence and staff is processing a case that will bring the item before the City Council for second reading on April 19, 2022. The applicant was present at the first reading and understands the reason for the tabling of this item.

***First Reading and Public Hearing***

Gene Kovach, the applicant, has submitted a request for a Special Use Permit (SUP) for an accessory building to encroach into the required street side yard setback on Lot 6, Block 9, of the Woodbriar Estates Addition, being approximately 0.382 acres, and zoned R-15 Single Family Residential district. The purpose is to allow a proposed patio cover to encroach into the required street side yard setback.

**Existing Conditions/Background:** The subject property, 412 Briarcliff Court, has R-15 zoning and is located on the north side of Briar Court west of the intersection with Oakbriar Lane. The subject property has an existing single family home. The request is for a new 300 s.f. patio cover to encroach into the street side yard setback.

**SUP Request:** Request – The applicant is requesting approval of an SUP to allow for a 300 s.f. patio cover to encroach into the required street side yard setback a distance of five feet from the property line.

Ordinance – Section 3.27 Accessory Buildings and Residential Carport Regulations of

the Land Development Code establishes the maximum size and number of accessory buildings to be permitted by staff on a residential lot:

"2. Maximum Size and Number of Buildings:

a. The maximum number of accessory buildings allowed per lot shall be three (3) buildings. In addition, the combined square footage of all accessory buildings shall not exceed four percent (4%) of the aggregate area of the lot. Exemption: Lots containing a minimum of 80,000 square feet shall be exempt from the requirement for the maximum number of accessory buildings.

3. Setbacks:

b. No accessory building shall be erected in any required yard, as defined in Chapter 2 – Definitions, except as set forth herein.

6. Special Use Permit Provision: Any request for a building permit for an accessory building which does not meet the criteria in this Section shall only be authorized after approval of a Special Use Permit by the City Council using the procedures contained elsewhere in this Land Development Code."

The applicant is requesting to allow for a 300 s.f. patio cover to encroach into the required street side yard setback. There is a new pool being constructed in the location of a previous pool and the patio cover would serve as shade near the pool. The required setback is 30 feet. The proposed setback is five feet.

**Analysis:** Any request for an accessory building encroaching into the required street side yard setback shall only be authorized after approval of a Special Use Permit by the City Council.

**Plat Status:** The property is platted as Lot 6, Block 9, in the Woodbriar Estates Addition.

**DRC Review:** The DRC met on December 20th and offered the applicant the following comments:
1. The pergola encroaches into the required street side yard setback. Staff will be recommending denial of the SUP request due to technical non-compliance with the Land Development Code.

**Drainage**: NA

**Surrounding Development**: The properties to the north, south, east, and west are zoned R-15 Single Family Residential and contain single family residential development.

**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 denial of the patio cover due to technical non-compliance with the Land Development Code. The Land Development Code allows for an accessory building which does not meet the Land Development Code criteria to seek an SUP.

**Planning and Zoning Commission Recommendation:** The Planning and Zoning Commission recommended approval of the request at their February 14, 2022, meeting by a vote of 5-0.

**Financial Impact**

There is no financial impact to the City.

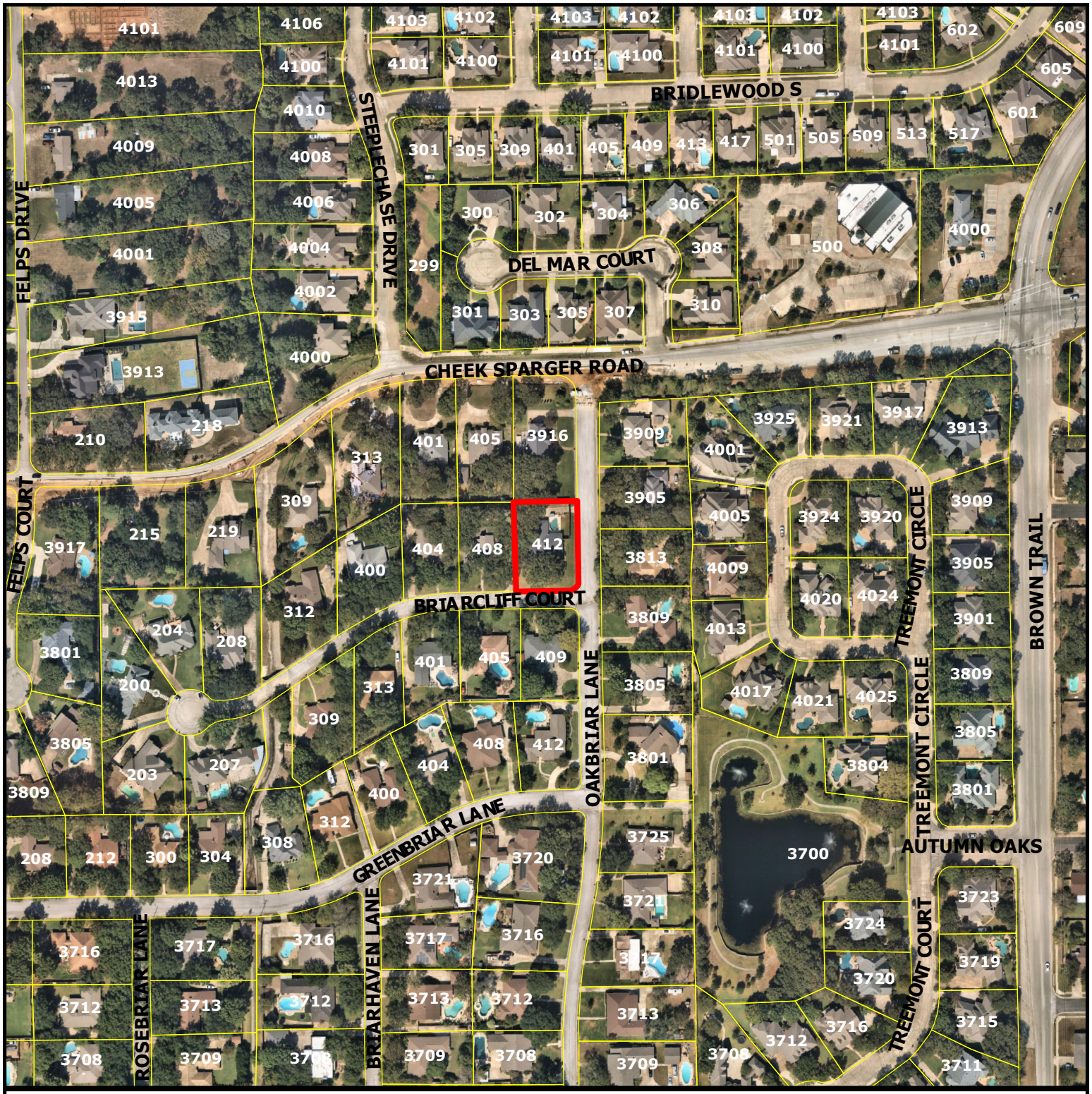
**Recommendation**

Denial

**Attachments**

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Plat (Property)
5. Plat (Subdivision)
6. Site Plan
7. Aerial View (Property)
8. Aerial View (Neighboring Properties)
9. Fence Street View
10. Updated Pergola Design
11. Conceptual Design
12. ONCOR Approval Letter
13. Pool Barrier Certification
14. Notification Map
15. Notification Letter
16. Notification List
17. Letters of Opposition
18. Letter of Support
19. Ordinance O-22-2193

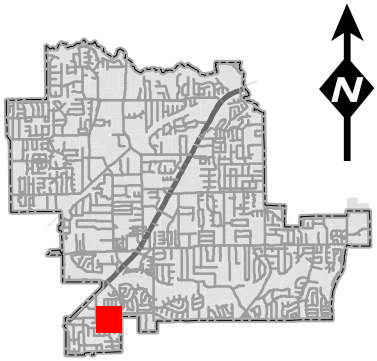
# Aerial Map




CITY OF COLLEYVILLE TEXAS

## ZC21-036

### 412 Briarcliff Court



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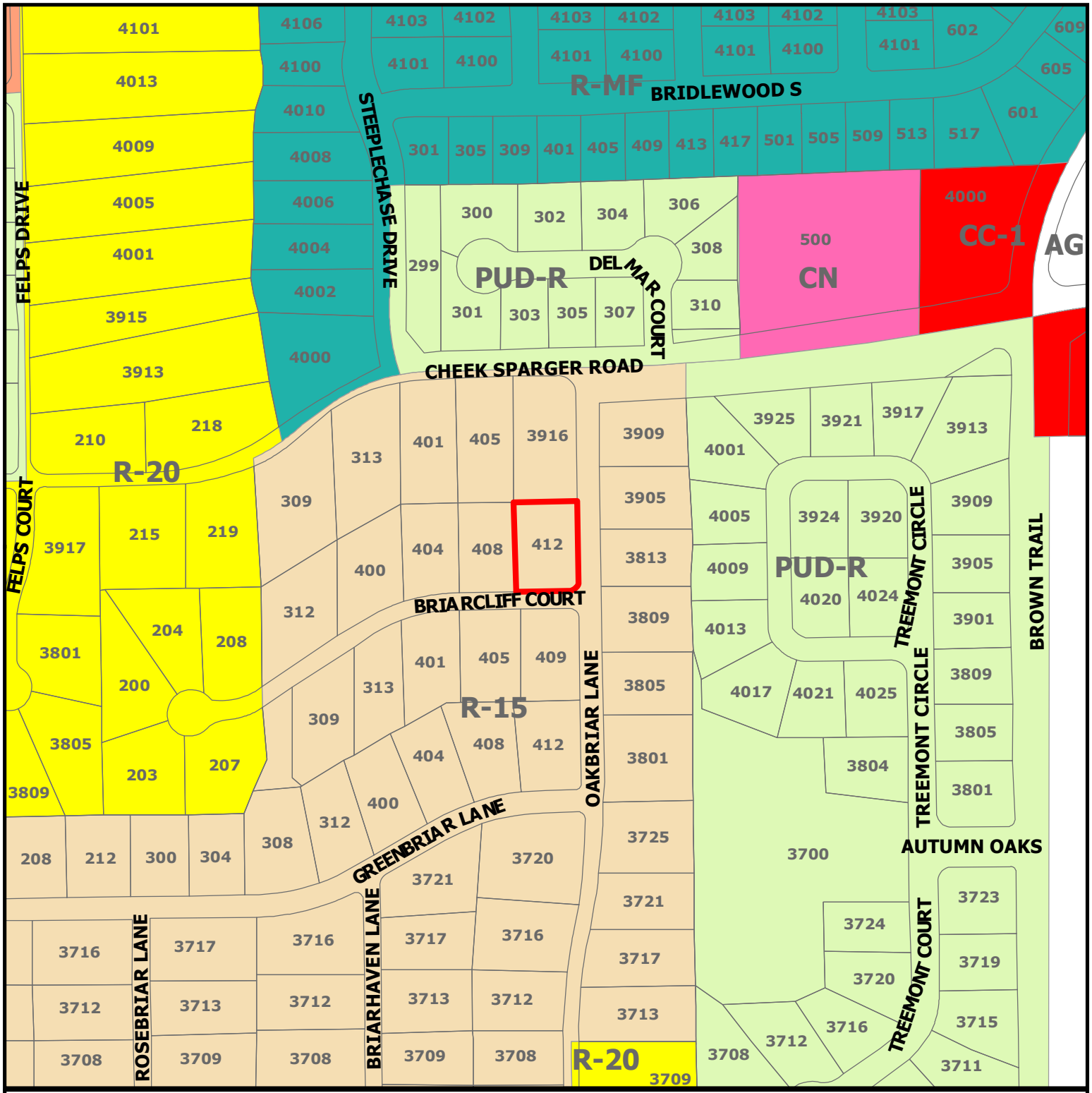
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which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

Subject Property

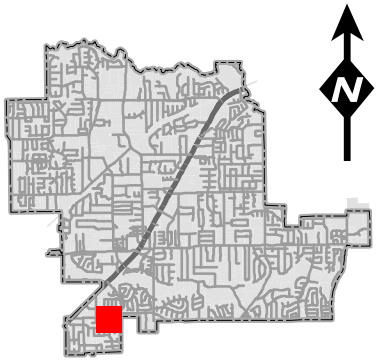
# Zoning Map




# ZC21-036

## 412 Briarcliff Court

CITY OF COLLEYVILLE TEXAS



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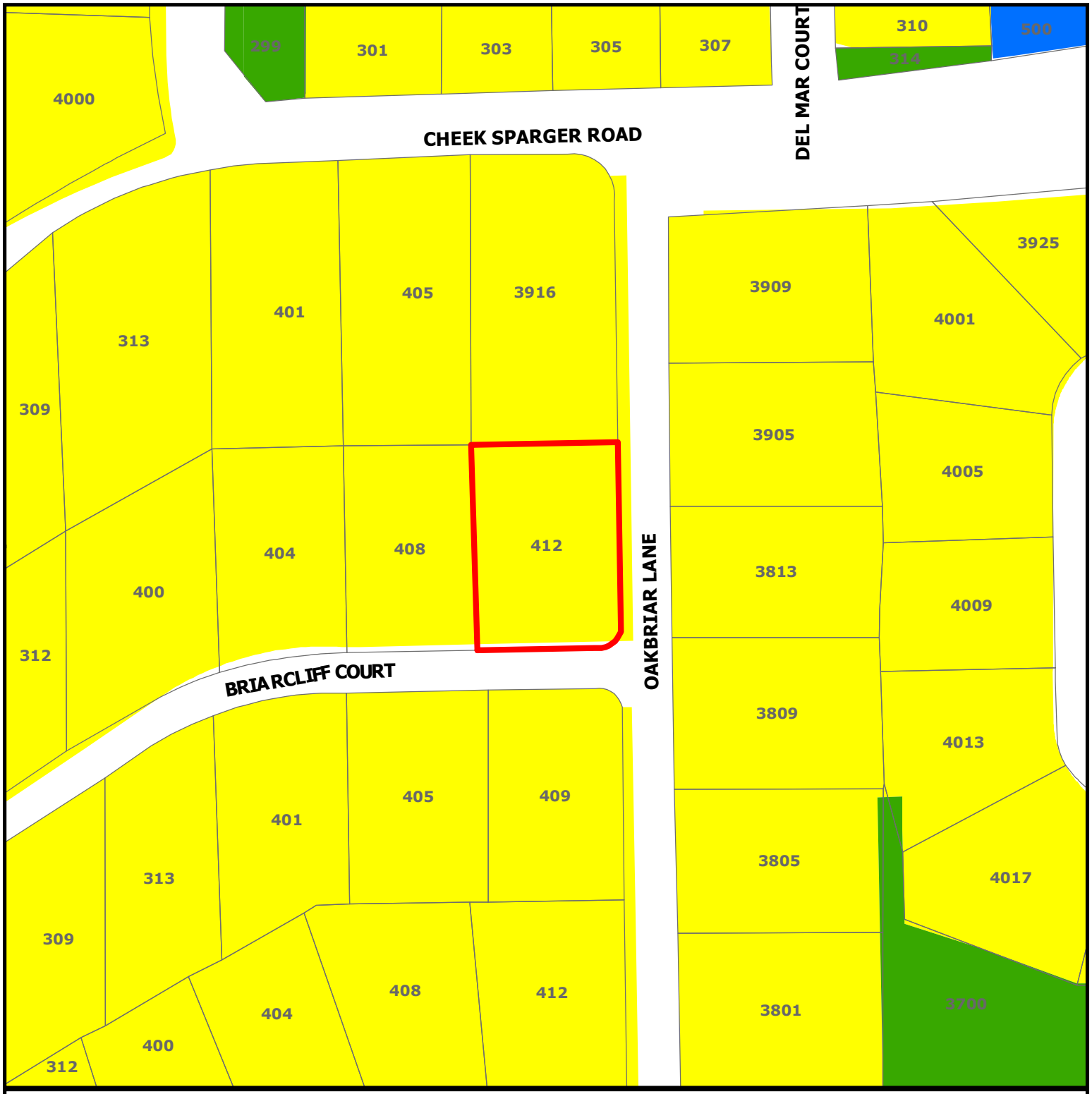
Subject Property

# Future Land Use Map

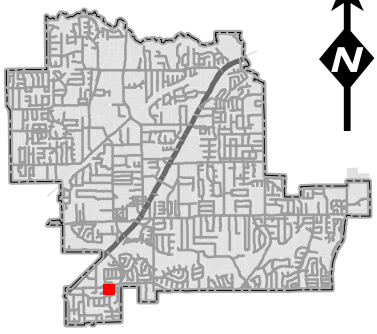



CITY OF COLLEYVILLE TEXAS

## ZC21-036

### 412 Briarcliff Court

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



N

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ACCORDING TO FEMA MAP PANEL # 480590 0010B ZONE C DATED 12-1-82
THE ABOVE LOT DOES NOT APPEAR TO LIE WITHIN THE 100 YEAR FLOOD PLAIN AT THIS TIME.

LOT 5

S 89°46'00" E – 100.00 PLAT
S 89°54'37" E – 100.05 ACT.

1/2" IRF

1/2" IRF

1.2'

12' U.E.

CONCRETE DRIVE

New Decking

LOT 7

14'

10'

4'

5' 6"

7' 2"

6' 2"

28'

30'

Pool

10' X30' Private

5'

19' 4"

5'

4'

4'

2.5'-X 10' ODK

C.P.

2.1'

14.8'

7'

N 00°12'00" E – 150.00 PLAT
N 00°09'35" E – 149.93 ACT.

17.4'

15' B.L.

17.7'

14.3'

40' B.L.

LOT 6
BLOCK 9
14,993.9 S.F.

40.1'

40.9'

S 00°12'00" W – 150.00 PLAT 149.97 ACT.

OAKBRIAR LANE
60' R.O.W. – ASPHALT PAVT.

1/2" IRF

1/2" IRF

N 89°46'00" W – 100.00 PLAT
N 89°53'15" W – 99.94 ACT.

412 BRIARCLIFF LANE
50' R.O.W. – 31' ASPHALT

N

I, CHARLES B. HOOKS, JR., REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE BOUNDARY LINE, DIMENSIONS AND AREA OF THE LAND INDICATED THEREON. THE LOCATION OF ALL IMPROVEMENTS, THE LOCATION OF ALL ALLEYS, STREETS, RIGHT-OF-WAYS, EASEMENTS AND OTHER MATTERS OF RECORD WHICH AFFECT THE PROPERTY. THE UNDERSIGNED FURTHER CERTIFIES THAT THERE ARE TO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHT-OF-WAYS EXCEPT AS SHOWN HEREON.

PLAT OF
LOT 6, IN BLOCK 9, OF WOODBRIAR ESTATES, SECTION THREE, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 388-98, PAGE 40, MAP RECORDS, TARRANT COUNTY, TEXAS

SCALE 1" = 20'

©

LEGEND
- IRON PIN
- IRON PIPE
- BOIS D'ARC STAKE
- CONCRETE MON
- —X—X— FENCE
- —'—'— POWER LINE
- —T—T— TELEPHONE LINE
- —CATV— CABLE TELEVISION

SHADED AREA DESIGNATES CONCRETE

STATE OF TEXAS REGISTERED CHARLES B. HOOKS, JR. 3948 PROFESSIONAL LAND SURVEYOR

93-915

DATE 05-06-93

LOYD BRANSOM SURVEYORS INC.
CHARLES B HOOKS JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
1028 NORTH SYLVANIA AVE.
FT. WORTH, TEXAS 76111
834-3477

COUNTY ROAD NO. 3124 — LONG - BOONE - PRECINCT LINE ROAD

S 89°25' E 201.08'

N 89°00' E 534.45'

N 68°46' E 239.43'

S 89°44' E 901.25'

S 89°36' E 200.09'

S 89°47' E 100.04'

S 0°06' W 350.19'

S 0°06' W 100.18'

S 0°13' W 40.28'

N 0°07' E 852.12'

N 0°01' W 564.1'

641.97'

S 0°12' W 1194.8'

N 3°09' W 653.42'

N 0°24' W 39.22'

S 89°46' E 1250.0'

N 89°36' W 291.24'

S 0°12' W 2500'

N 89°46' W 205.0'

S 89° 30' W 1360.47'

BEGINNING

ELIZABETH N. STEELE
BOX 72
PERRIN, TEXAS

TR. 3-G

TR. 3-H

TR. 3-F

MRS. LULA ACUFF
RT. 1, BOX 87
SMITHFIELD, TEXAS

R. SAM GILBERTSON
116 MANNING DR.
COLLEYVILLE, TEX.

TR 3-C

JOHN H. REUTHER
RT. 1, BOX 109
SMITHFIELD, TEXAS

TR. 3-B

MARVIN R. YOUNG
RT. 1, BOX 396 B
SMITHFIELD, TEXAS

EGRESS & INGRESS EASE.

A. ENGLER, EST.
III HOUSTON
FORT WORTH, TEXAS

TR 3D
M.H. TREMBLEY & LV TREMBLEY
2946 MODELLA
DALLAS, TEXAS 75229

TR 3E
GERALD R. ERICKSON
3602 S.E. 30th. AVE
AMARILLO, TEXAS

EDUCATORS INDUSTRIES
3601 BONZER ST
FORT WORTH, TEXAS

BRIARCLIFF LANE

OAKBRIAR LANE

GREENBRIAR LANE

BRIARDALE LANE

SWEETBRIAR LANE

ROSEBRIAR LANE

BRIARHAVEN LANE

BRIARWICK LANE

WOODBRIAR COURT

WOODBRIAR LANE

BRIARBROOK CT.

12' SEWER EASE

SEWER EASE.

WOODBRIAR ESTATES
SEC. I
VOL. 3867-74 P. 29
VOL. 4186-75 P. 6

N
W E
S
1" = 100'

Owen D. Long

**OWNER**
NORTHEAST CONSTRUCTION CO.
J.B. SANDLIN, PRESIDENT
5505 DAVIS BLVD.
FORT WORTH, TEXAS 76118

**ENGINEER**
OWEN D. LONG
1615 PRECINCT LINE RD. SUITE 106
HURST, TEXAS
76053

**SURVEYOR**
LOYD BRANSOM
028 NORTH SYLVANIA AVE.
FORT WORTH, TEXAS 76111

# PRELIMINARY PLAT OF REVISED MASTER PLAN LAYOUT
# WOODBRIAR ESTATES
## AN ADDITION TO THE CITY OF COLLEYVILLE TARRANT COUNTY, TEXAS

NOTE
ALL LOTS SHALL HAVE A MINIMUM OF 15000 S.F

CITY OF COLLEYVILLE, TEXAS
**WOODBRIAR ESTATES**

**PLAT**

| | |
|---|---|
| Job No 40 | Date AUG, 1972 |
| Drawn by C.F.S. | Checked by O.D.L. |
| Scale 1" = 100' | |

OWEN D. LONG
Consulting Engineer
1615 PRECINCT LINE ROAD, SUITE 106
HURST, TEXAS 76053

Sheet 3 of 6 Sheets

COUNTY ROAD NO. 3124 — LONG - BOONE - PRECINCT LINE ROAD

S 89°25' E 201.08'

N 89°00' E 534.45'

N 58°46' E 239.43'

N 0°07' E 852.12'

S 0°06' W 350.19'

S 89°36' E 200.09'

S 0°06' W 100.18'

S 89°47' E 100.04'

S 0°13' W 40.28'

S 89°44' E 901.25'

N 0°01' W 641.97'

S 0°12' W 1194.8'

N 3°09' W 653.42'

S 89° 30' W 1360.47'

N 89°46' W 205.0'

N 89°36' W 291.24'

S 0°12' W 2500'

N 0°24' W 392.2'

S 89°46' E 2500'

S 0°12' W 266.9'

BEGINNING

ELIZABETH M. STEELE BOX 72 PERRIN, TEXAS

TR. 3-G

TR. 3-H

TR. 3-F

MRS. LULA ACUFF RT. 1, BOX 87 SMITHFIELD, TEXAS

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EGRESS & INGRESS EASE.

A. ENGLER, EST. III HOUSTON FORT WORTH, TEXAS

TR 3D M.H. TREMBLEY & LV TREMBLEY 2946 MODELLA DALLAS, TEXAS 75229

TR 3E GERALD R. ERICKSON 3602 S.E. 30th. AVE AMARILLO, TEXAS

EDUCATORS INDUSTRIES 3601 BONZER ST FORT WORTH, TEXAS

BRIARCLIFF LANE

OAKBRIAR LANE

GREENBRIAR LANE

BRIARDALE LANE

SWEETBRIAR LANE

ROSEBRIAR LANE

BRIARHAVEN LANE

BRIARWICK LANE

OAKBRIAR LANE

WOODBRIAR COURT

WOODBRIAR LANE

BRIARBROOK CT.

SEWER EASE.

12' SEWER EASE

12' U E

12' U.E.

15' B.L.

40' B.L.

OWNER
NORTHEAST CONSTRUCTION CO.
J.B. SANDLIN, PRESIDENT
5505 DAVIS BLVD.
FORT WORTH, TEXAS 76118

SURVEYOR
LOYD BRANSOM
28 NORTH SYLVANIA AVE.
FORT WORTH, TEXAS 76111

ENGINEER
OWEN D. LONG
1615 PRECINCT LINE RD, SUITE 106
HURST, TEXAS
76053

PRELIMINARY PLAT OF
REVISED
MASTER PLAN LAYOUT
# WOODBRIAR ESTATES
AN ADDITION TO
THE CITY OF COLLEYVILLE
TARRANT COUNTY,
TEXAS

NOTE
ALL LOTS SHALL HAVE A MINIMUM OF 15000 S.F

WOODBRIAR ESTATES SEC. I
VOL. 388-74 & 29
VOL. 388-75 P 6

N
W E
S
1" = 100'

Owen D. Long

CITY OF COLLEYVILLE, TEXAS
# WOODBRIAR ESTATES

PLAT

| | |
|---|---|
| Job No 40 | Date AUG. 1972 |
| Drawn by C.F.S. | Checked by O.D.L. |
| Scale | 1" = 100 |

OWEN D. LONG
Consulting Engineer
1615 PRECINCT LINE ROAD, SUITE 106
HURST, TEXAS 76053

Sheet 3 of 6 Sheets

ATMOS Buried Main Service line

Fence and Property Line

ATMOS Buried Service to home

ONCOR Over Head Power line to Home

Existing Driveway

2inches of 1in Trim tile on all steps and benches

18"x18"x18" Footers for Pergola structure

Access

Property Line

27' 5"

29' 2"

28' 3"

5' 6"

4' 3"

Deck Jets

34' 5"

42'

14'

10'

4'

Rolled neck

New Salt texture No Color

4.5'

Pool

5'

+18"

VBS/ US

VBS/ US

Pool Lights

28'

9' 9"

10' X 30' Pergola

30'

6' 2"

Spa Light

4' 6"

3.5'

19' 4"

7' 2"

5'

Deck Jets

4'

2.5' X 10' ODK

5'

0"

0"

Existing Covered Patio

Property Line

Fence Line

Equipment

7'

House

Pool Profile
Volleyball/ Sport Style

Step Side | 3.5' | 5' | 4' | Bench End

Digitally signed by Heather Johnson
Date: 2021.11.26 09:29:08 -06'00'

| | |
|---|---|
| Length: | 28ft |
| Width: | 14ft |
| Depth: | 3.5ft - 5ft - 4ft |
| Perimeter: | Pool 84l nft Spa 26 lnft |
| Square Footage: | Pool=392 Spa=42 |
| Capacity: | 1436 Gallons Total |
| Material: | See Material Selections Page |
| Water Features: | 4 Deck Jet with feature pump (ALERT FYI Client has their |

| | |
|---|---|
| Customer Name: | Shelly Horton |
| Address: | 412 Briarcliff |
| City: | Colleyville |
| State/Zip: | Texas |
| Phone: | |
| Cell: | (817)845-3537 |
| Email: | Shellydhorton@gmai.com |
| Alternate Contact: | |
| Job #: | |

| | |
|---|---|
| Designer: | Mitch Chapman |
| Address: | 669 Airport Fwy |
| City: | Hurst |
| State/Zip: | Texas |
| Phone: | |
| Cell: | (817)948-9257 |
| Email: | mitch@dfwcustompool.com |
| Alternate Contact: | |
| License #: | |

DFW Custom Pool, LLC

## 512 Briarcliff Ct

Colleyville, TX 76034

Directions | Save | Nearby | Send to your phone | Share

Confirm or fix this location
The location shown is not precise

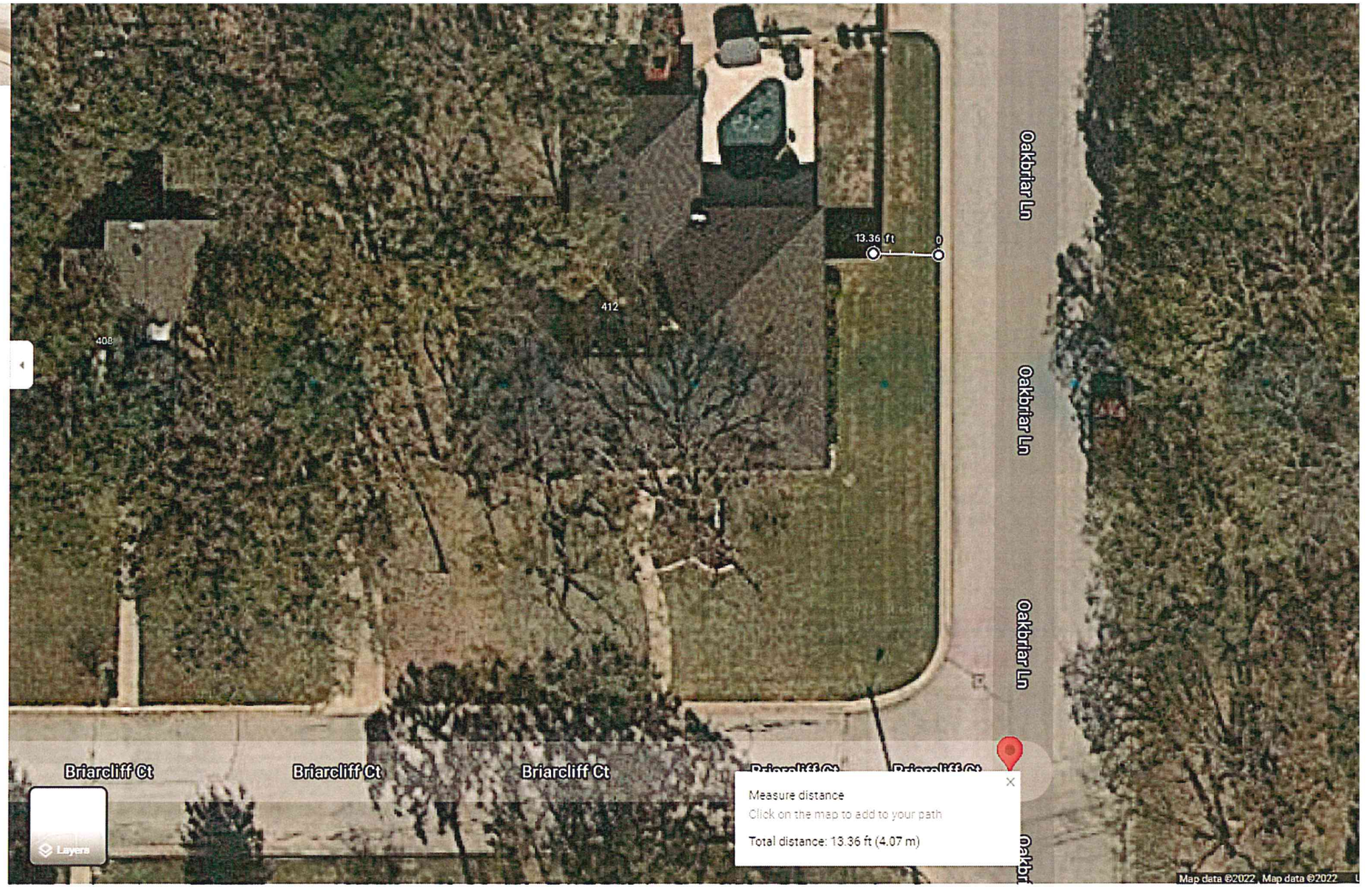
Suggest an edit on 512 Briarcliff Ct

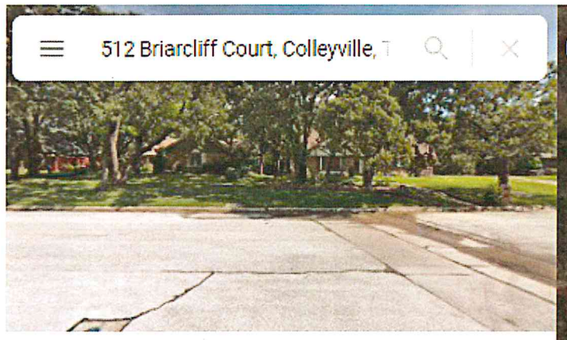
Add a missing place

Add your business

Add a label

### Photos





512 Briarcliff Court, Colleyville, T

## 512 Briarcliff Ct

Colleyville, TX 76034

Directions | Save | Nearby | Send to your phone | Share

Confirm or fix this location
The location shown is not precise

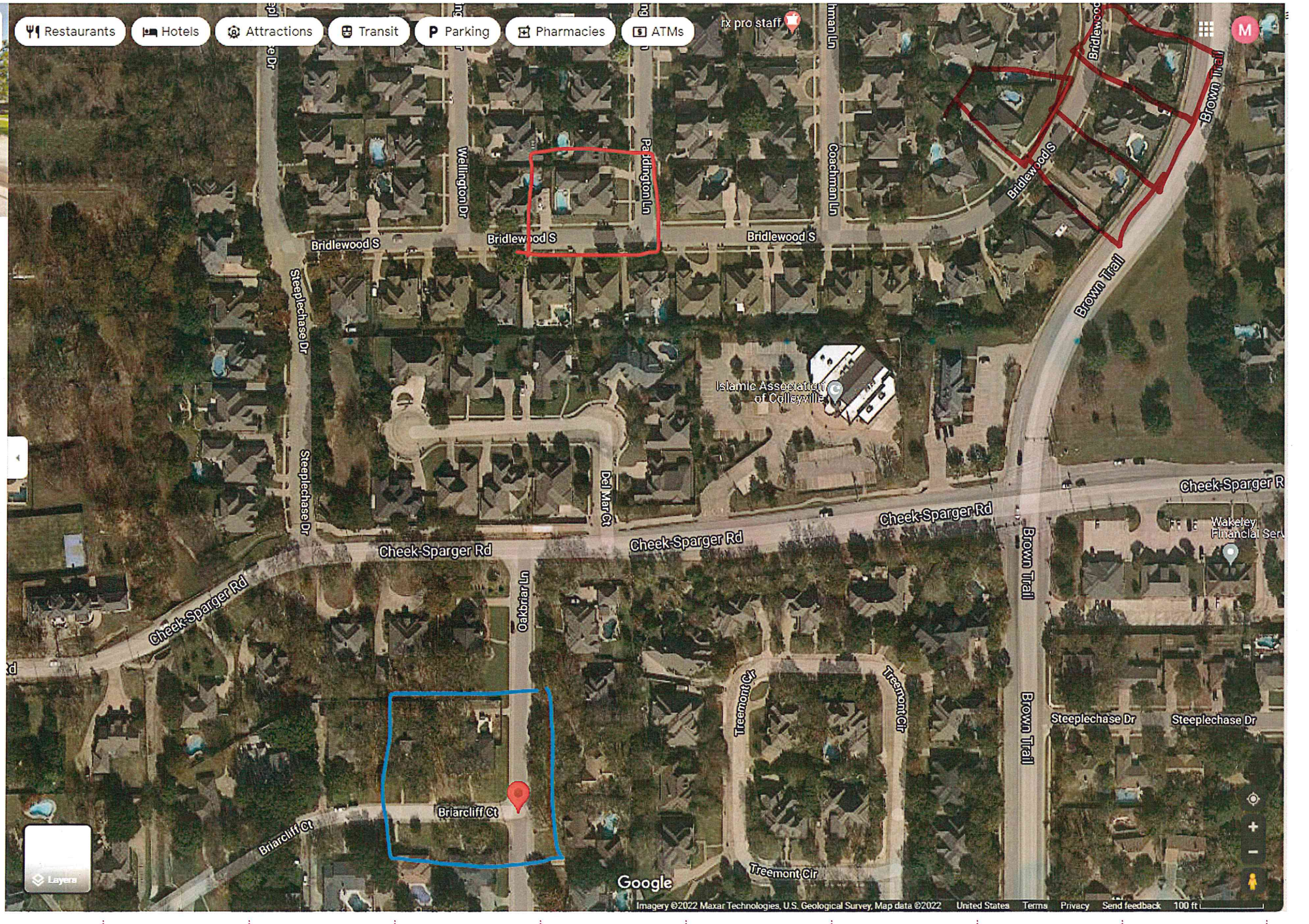
Suggest an edit on 512 Briarcliff Ct

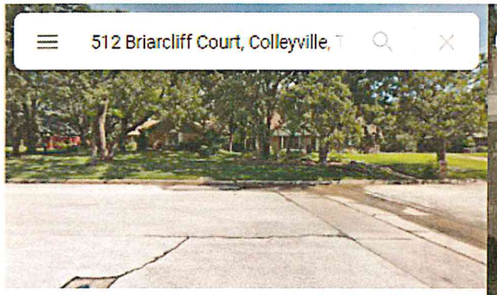
Add a missing place

Add your business

Add a label

### Photos





512 Briarcliff Court, Colleyville, T

## 512 Briarcliff Ct

Colleyville, TX 76034

Directions | Save | Nearby | Send to your phone | Share

Confirm or fix this location
The location shown is not precise

Suggest an edit on 512 Briarcliff Ct

Add a missing place

Add your business

Add a label

### Photos

Restaurants | Hotels | Attractions | Transit | Parking | Pharmacies | ATMs

Cheek-Sparger Rd

Felps Ct

Briarcliff Ct

11.92 ft

Treemont Cir

Greenbriar Ln

Greenbriar Ct

Sweetbriar Ln

Rosebriar Ln

Briarhaven Ln

Oakbriar Ln

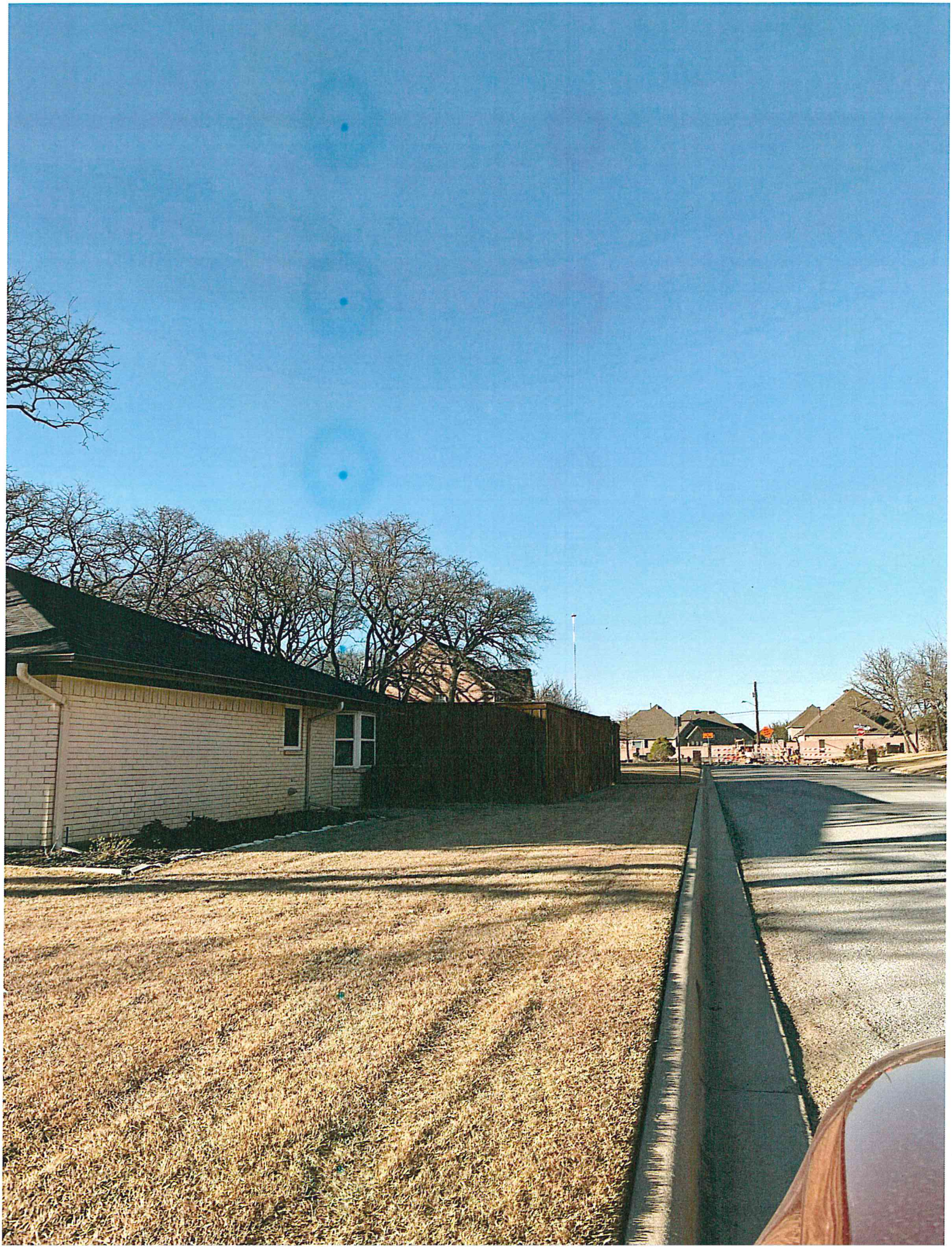
Briarwick Ln

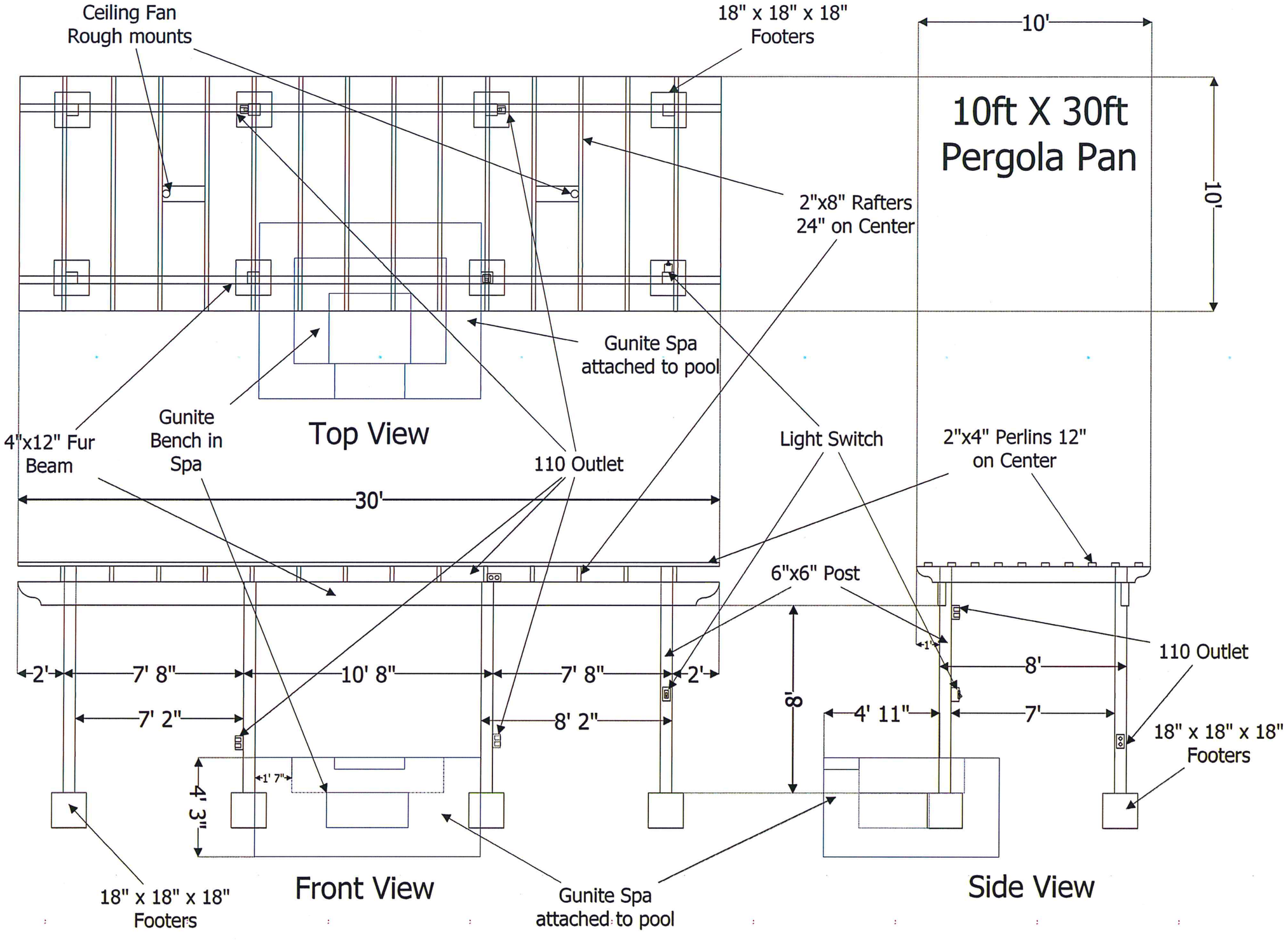
Measure distance
Click on the map to add to your path
Total distance: 11.92 ft (3.63 m)

Layers

Imagery ©2022 Maxar Technologies, U.S. Geological Survey, Map data ©2022 United States Terms Privacy Send feedback 100 ft

6:46 PM
2/14/2022





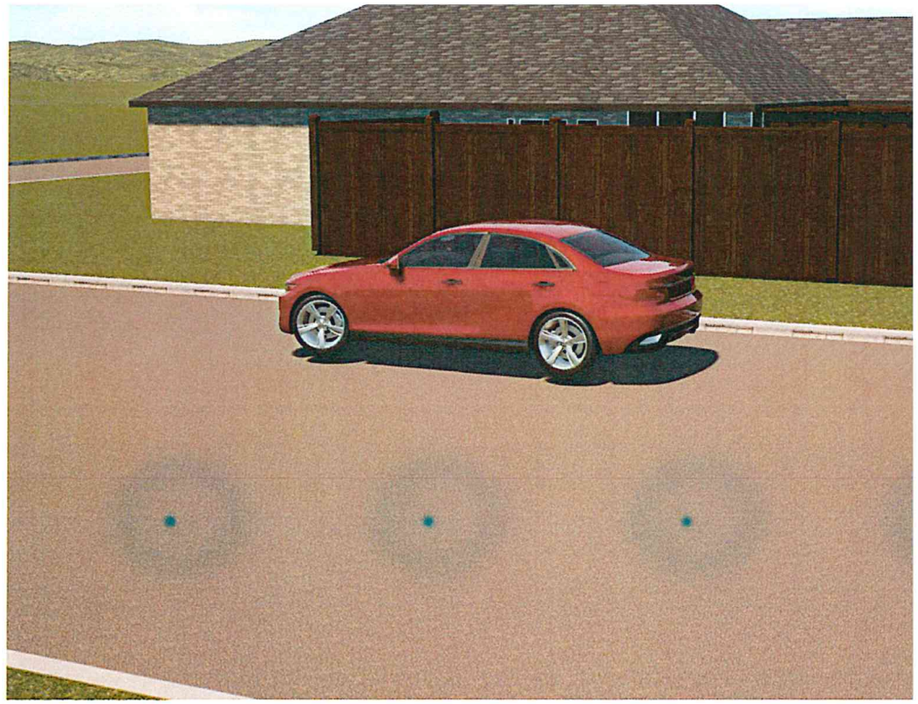

Length: 30ft
Width: 10ft
With PolyGal Y/N: Yes
Electrical: 1 - Switch, 3 - 110 Outlets, 2 - Fan Rough
Material: Fur Beams and Post, with Cedar rafters and Perlins. Ready Seal Stain

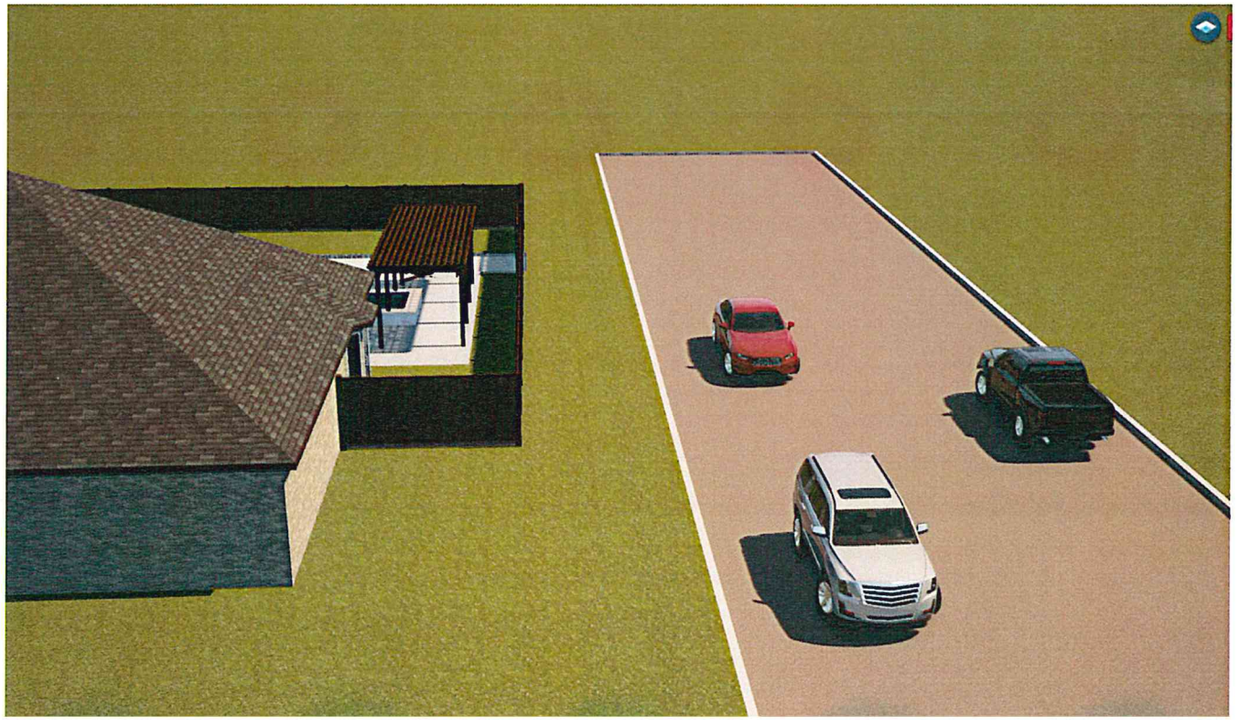
UPDATED 2.2.22

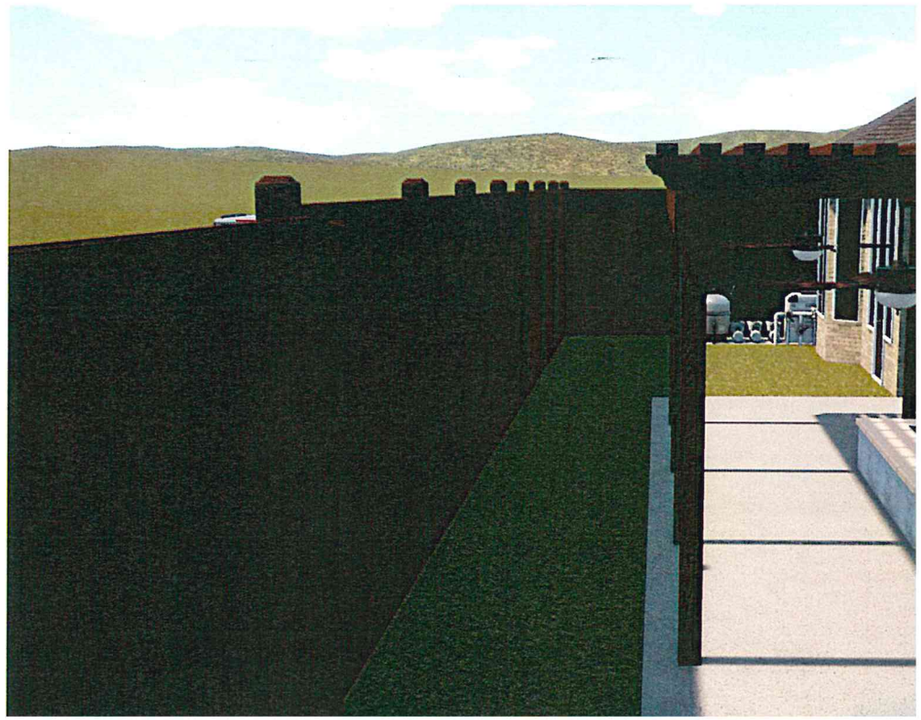
Customer Name: Shelly Horton
Address: 412 Briarcliff
City: Colleyville
State/Zip: Texas
Phone:
Cell: (817)845-3537
Email: Shellydhorton@gmai.com
Alternate Contact:
Job #:

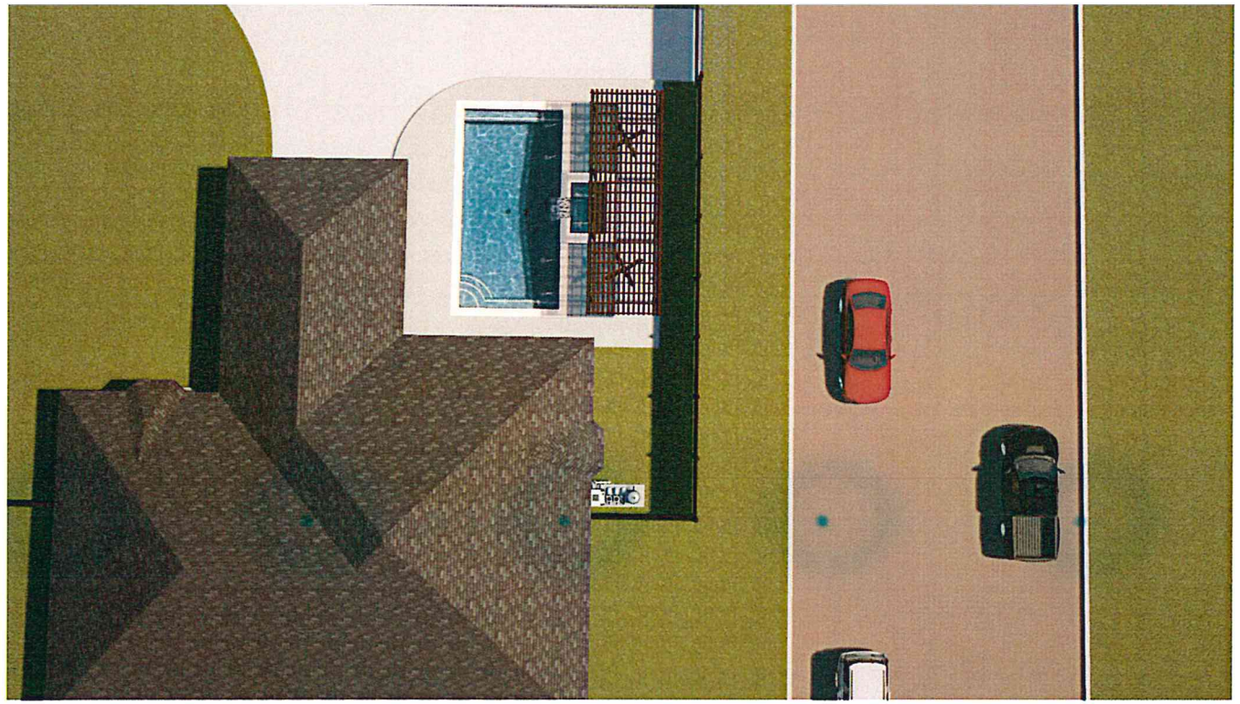
Designer: Mitch Chapman
Address: 669 Airport Fwy
City: Hurst
State/Zip: Texas
Phone:
Cell: (817)948-9257
Email: mitch@dfwcustompool.com
Alternate Contact:
License #:

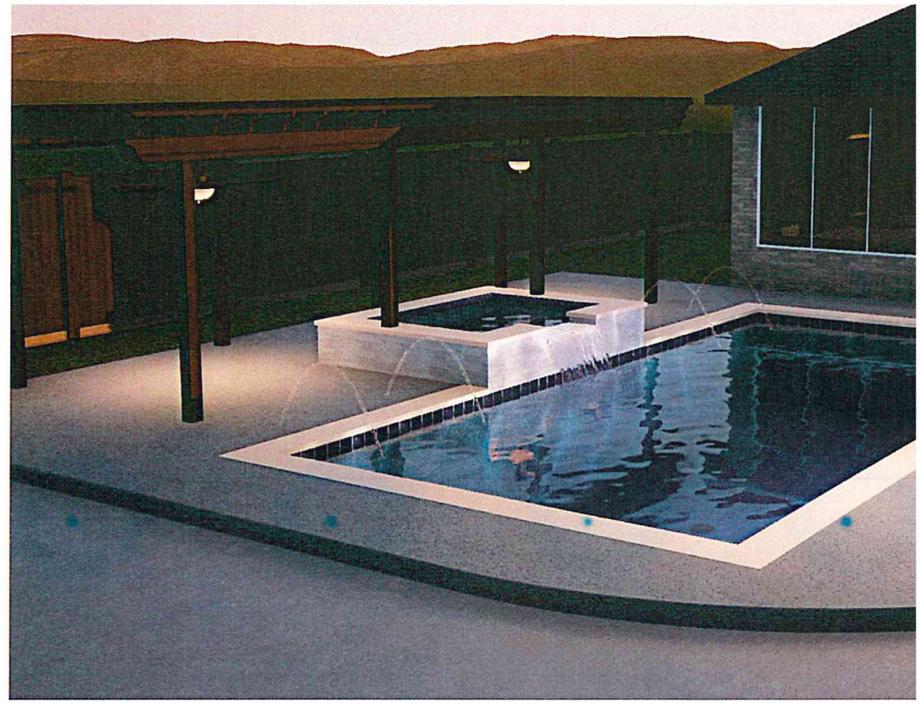
DFW Custom Pool, LLC

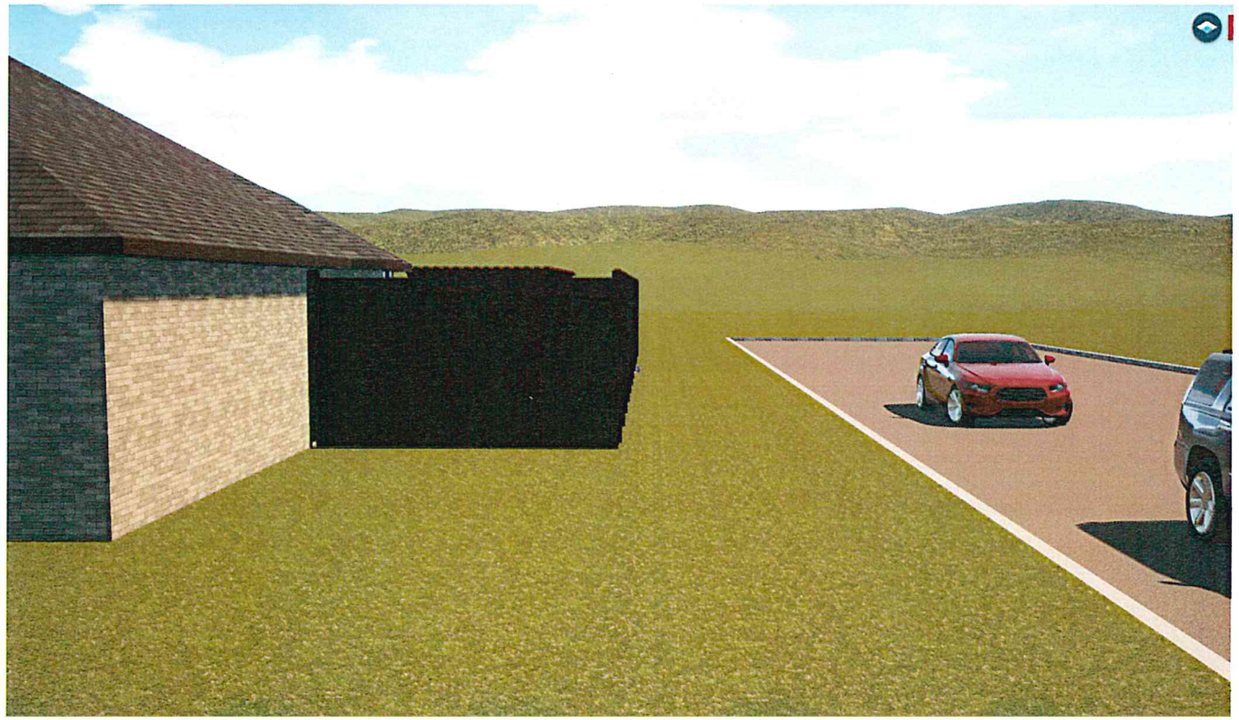


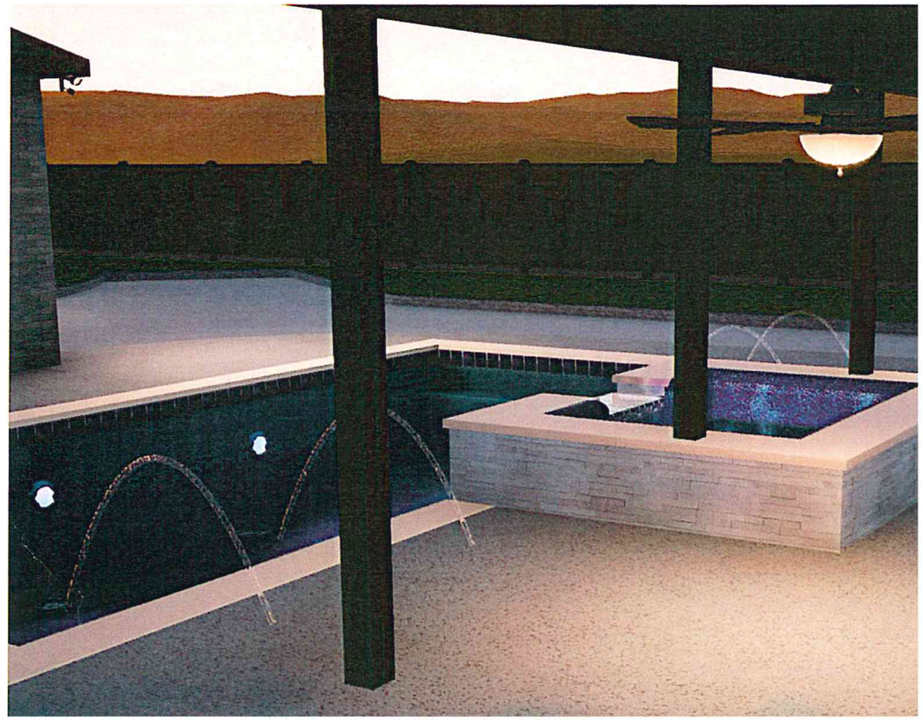












# NEW POOL OR WATER FEATURE APPROVAL REQUEST AND RELEASE

**(Version 2018.1)**

Dfw custom Pool LLC ("Company") requests approval from ONCOR Electric Delivery Company ("ONCOR") of Company's plans to construct a pool or water feature ("Project") at (Address) 412 Briarcliff Court /City → Colleyville, Tx 76034.

In order for ONCOR to properly evaluate the Project, Company must attach the following to this completed document:

- Three copies of Company's construction Plans, which include the location of (1) the pool or water feature (including all decking and walkways); (2) all underground electric facilities drawn to scale and clearly marked as either direct buries or in conduit, including primary, secondary, service and street light facilities ( the "Underground Facilities"); (3) the electric meter; and (4) all overhead electric facilities within thirty feet of the water's edge ((1), (2), (3) and (4) may be referred to collectively as the "Facilities"); and
- A copy of the final survey for the property ("Survey") showing the location of all property lines and easements located on the property.

In exchange for ONCOR's review and requested approval of the Construction Plans, Company certifies that:

(a) The Underground Facilities at the Property have been located through the Texas 811;

(b) Company has accurately represented on the Construction Plans and the Survey the location of each of the Facilities located through 811, easements, and property lines located at the Property;

(c) ONCOR can rely on the information set forth in the Construction Plans and the Survey in considering Company's request for approval of he Construction Plans;

(d) Company will exercise extreme caution consistent with all industry accepted standards and practices when excavation around Facilities;

(e) Company has requester ONCOR to approve the Construction Plans for the sole purpose of obtaining any necessary municipal approvals and to resolve potential conflicts with existing electric facilities; and

(f) Except as set forth in (g)(1), below Company agrees to indemnify, protect, defend, and hold ONCOR harmless from and against any and all damages, claims, judgments, causes of action, suits, liability, or losses ("Claims") arising out of the construction of the Project or the representations made herein by Company, including Claims arising out of the activities set forth in (g)(2), below.

(g) In the event ONCOR incorrectly identified the location of the Underground Facilities and such identifications were relied on by Company to prepare the Construction Plans: (1) Company shall not be responsible for the damage to the Underground Facilities; but (2) Company shall be responsible for applicable costs associated with any necessary re-route of the Facilities and all costs associated with relocation of the Project regardless of the cause or reasons for such re-route or relocation.

Dfw custom Pool LLC
(Company Name)

By: Sign~ [signature]

Name: Print~ Eugene Kovach

Title: Owner

Phone: 817-368-2353

Date: 11-24-21

ONCOR Approved by: _____

Date: _____

Digitally signed ~~by Heather~~ Johnson
Date: 2021.11.26 09:28:41 -06'00'

2182198594
**(Texas 811 Confirmation Number)**

(For electronic approval, Please send pool plans in PDF format to: met.west@oncor.com )

**Please allow 5 business days for approval and ensure the electric provider is Oncor before submitting pool plans.**

CITY OF COLLEYVILLE TEXAS

# POOL BARRIER CERTIFICATION

SITE ADDRESS 412 Briarcliff Ct

POOL CONTRACTOR DFW Custom Pool

This document requires that the **HOMEOWNER** certify that one (1) of the following protection methods has been installed. For new dwellings without a certificate of occupancy, the general contractor listed on the building permit shall sign the form.

I certify that **one** of the following protection devices has been installed at all doors with direct access to the pool:

[X] Doors with direct access to the pool shall be equipped with an alarm which produces an audible warning when the door and/or its screen, if present, are opened. The alarm shall be listed and labeled in accordance with UL 2017. The deactivation switch(s) shall be located at least 54 inches above the threshold of the door.

[ ] Doors with direct access to the pool area shall be equipped with self-closing doors and self-latching devices. The latch must be at least 54 inches above the threshold of the door.

PRINT NAME: Shelly Horton

SIGNATURE: Shelly Horton

STATE OF Texas

COUNTY OF Collin

On this 29 day of 11, in the year 2024, before me Sokhorn Bun, Notary Public, personally appeared Shelly Horton.

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she/they) executed it.

WITNESS my hand and official seal.

Notary's Signature

SOKHORN BUN
Notary Public, State of Texas
Comm. Expires 05-24-2025
Notary ID 133118570

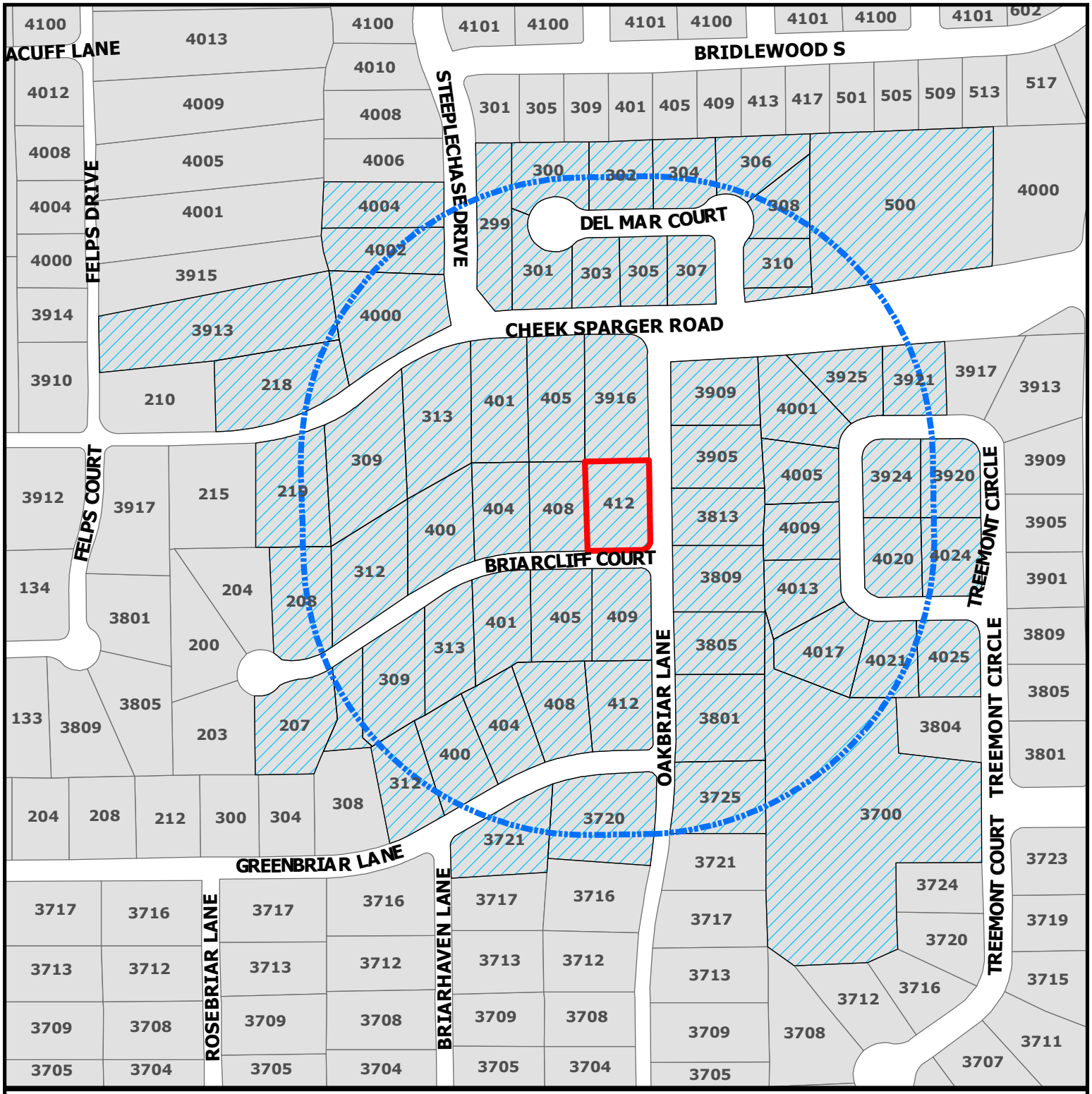
Sokhorn Bun

Notary's Name (print)

My commission expires: 05-24-25

**EMAIL THIS FORM TO buildinginspections@colleyville.com**
**DELIVERY AT BUILDING INSPECTIONS DEPT. - 100 Main Street – Colleyville, Texas 76034**

# Notification Map




# ZC21-036

## 412 Briarcliff Court

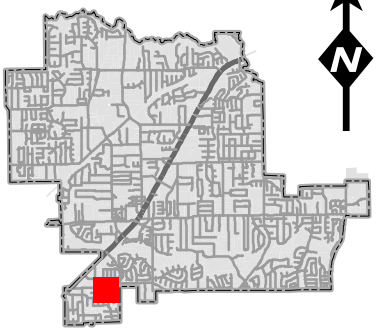
CITY OF COLLEYVILLE TEXAS

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, January 10, 2022 at 7:00 p.m.**
**City Council Meetings: Tuesday, February 1, 2022 & Tuesday, February 15, 2022 at 7:30 p.m.**
**3rd floor of City Hall, 100 Main Street, Colleyville, Texas**

| | |
|---|---|
| **Request:** | Consideration of a Special Use Permit for an Accessory Building to be closer than allowed to a property line. The purpose of the request is to allow for an accessory building to encroach into the required 30 feet street side yard setback. |
| **Zoning Case:** | ZC21-036 |
| **Applicant:** | Gene Kovach |
| **Owner:** | Shelly Horton |
| **Location:** | 412 Briarcliff Court |
| **Property Description:** | Lot 6, Block 9, Woodbriar Estates Addition |
| **Present Zoning:** | R-15 Single Family Residential |

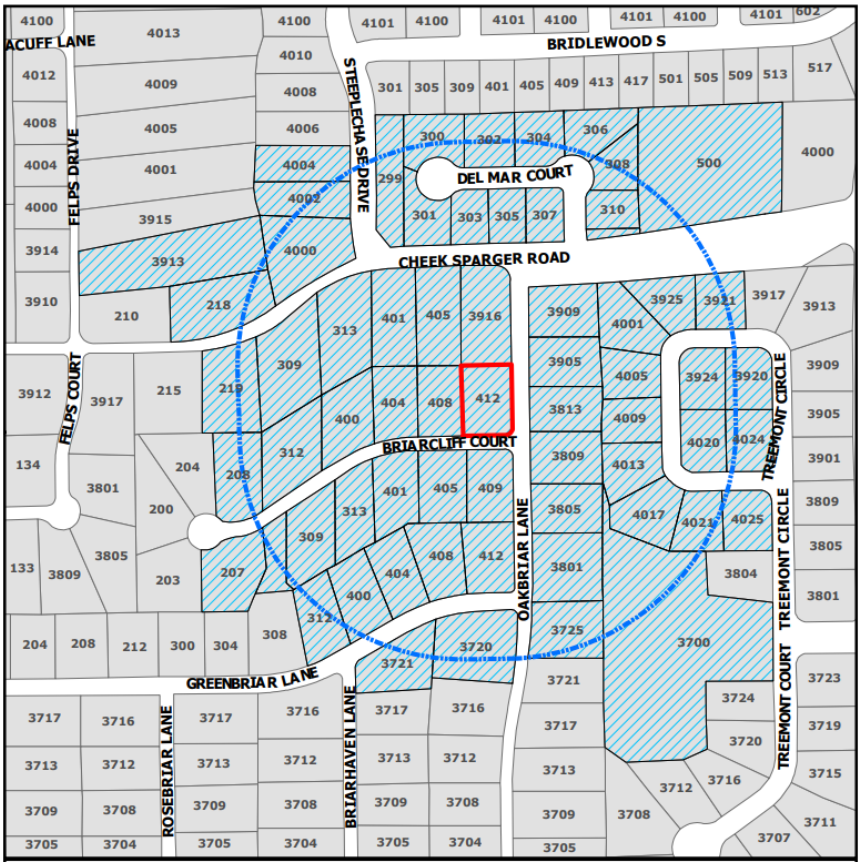
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a 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**

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

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

| Owner Name | Owner Address | Owner City |
|---|---|---|
| GREENHAW, JOE E | 4020 TREEMONT CIR | COLLEYVILLE, TX |
| SCHECHINGER, SHERRI | 4025 TREEMONT CIR | COLLEYVILLE, TX |
| SEWELL, LILA J | 310 DEL MAR CT | COLLEYVILLE, TX |
| CEKUTA, CHRISTOPHER | 309 BRIARCLIFF CT | COLLEYVILLE, TX |
| VARDELL, WAYNE | 4001 TREEMONT CIR | COLLEYVILLE, TX |
| JONES, DAN W | 404 GREENBRIAR LN | COLLEYVILLE, TX |
| MATHIS, SABRA A | 219 CHEEK SPARGER RD | COLLEYVILLE, TX |
| EVANS, JON R | 313 BRIARCLIFF CT | COLLEYVILLE, TX |
| SAGMAN, MAZIN | 303 DEL MAR CT | COLLEYVILLE, TX |
| ROWE, THOMAS | 4004 STEEPLE CHASE DR | COLLEYVILLE, TX |
| ROMERO, MATTHEW | 4009 TREEMONT CIR | COLLEYVILLE, TX |
| FREMAUX, EDWARD | 4005 TREMONT CIR | COLLEYVILLE, TX |
| TRIMARCHI, MARK | 4024 TREEMONT CIR | COLLEYVILLE, TX |
| THOMPSON, CHRISTI | 401 CHEEK SPARGER RD | COLLEYVILLE, TX |
| HORTON, SHELLY | 412 BRIARCLIFF CT | COLLEYVILLE, TX |
| BURNS, ROBERT H | 4013 TREEMONT CIR | COLLEYVILLE, TX |
| SANDERS, GARY | 3924 TREEMONT CIR | COLLEYVILLE, TX |
| KLAMT, LYNN RAY | 312 BRIARCLIFF CT | COLLEYVILLE, TX |
| LOGAN, EVERETT | 3909 OAKBRIAR LN | COLLEYVILLE, TX |
| BEAVER, JAMES A | 3916 OAKBRIAR LN | COLLEYVILLE, TX |
| GORE, LINDA | PO BOX 1828 | COLLEYVILLE, TX |
| SCHLECH FRANCES C REVOCABLE TR | 305 DEL MAR CT | COLLEYVILLE, TX |
| ROBERTS, SHONNA K | 3721 BRIARHAVEN LN | COLLEYVILLE, TX |
| CAMPBELL, CANDACE | 3601 SAN BAR LN | COLLEYVILLE, TX |
| MIRIAM P BROYLES REVOCABLE TRU | 8213 SANDHILL CRANE DR | FORT WORTH, TX |
| COSTON, ROGER A | 4017 TREEMONT CIR | COLLEYVILLE, TX |
| ANDERSON, JOHN | 3921 TREEMONT CIR | COLLEYVILLE, TX |
| LACEY, EDWARD | 208 BRIARCLIFF CT | COLLEYVILLE, TX |
| POLK, LISA | 3813 OAKBRIAR LN | COLLEYVILLE, TX |
| HINSON, DANA Y | 412 GREENBRIAR LN | COLLEYVILLE, TX |
| BAUGUS, MITCHELL | 401 BRIARCLIFF CT | COLLEYVILLE, TX |
| WALKER, RANCE LEE ANN | 409 BRIARCLIFF CT | COLLEYVILLE, TX |
| BUDRI, AZIZ K | 400 GREENBRIAR LN | COLLEYVILLE, TX |
| GIAMANCO, TIFFANY | 301 DEL MAR CT | COLLEYVILLE, TX |
| CALDWELL, AL J | 4021 TREEMONT CIR | COLLEYVILLE, TX |
| THE ROTH FAMILY LIVING TRUST | 405 BRIARCLIFF CT | COLLEYVILLE, TX |
| NOEL, RUSSELL | 3805 OAKBRIAR LN | COLLEYVILLE, TX |
| MARINO, ROBERT A | 3725 OAKBRIAR LN | COLLEYVILLE, TX |
| HOPPER, NORMAN E | 405 CHEEK SPARGER RD | COLLEYVILLE, TX |
| MOTLEY, TRAVIS | 3913 FELPS DR | COLLEYVILLE, TX |
| NOWELL, KIMBERLY M. | 3905 OAKBRIAR LN | COLLEYVILLE, TX |
| BOYD, JAMES M | 408 BRIARCLIFF CT | COLLEYVILLE, TX |
| DE SARNO, ROGER B | 302 DEL MAR CT | COLLEYVILLE, TX |
| NORTHEAST CONSTR CO INC | 5137 DAVIS BLVD | NORTH RICHLAND HILLS, TX |
| KELLEY, J ROLAND | 400 BRIARCLIFF CT | COLLEYVILLE, TX |
| VILLAS DEL MAR HOA INC | 300 DEL MAR CT | COLLEYVILLE, TX |
| HEDGES, DAVID J | 3801 OAKBRIAR LN | COLLEYVILLE, TX |
| TABORSKY, ANNA | 408 GREENBRIAR LN | COLLEYVILLE, TX |
| THOMAS, STEVE R | 312 GREENBRIAR LN | COLLEYVILLE, TX |
| DEANGELO, DANIEL | 3920 TREEMONT CIR | COLLEYVILLE, TX |
| DIVER, MICHAEL | 3809 OAKBRIAR LN | COLLEYVILLE, TX |
| NORDELL, RYAN M | 4002 STEEPLECHASE DR | COLLEYVILLE, TX |
| SAUNDERS, JOHN | 4104 TRAIL BEND CT | COLLEYVILLE, TX |
| HUGHEY, PAUL | 309 CHEEK SPARGER RD | COLLEYVILLE, TX |

| | | |
|---|---|---|
| WOOD OF COLLEYVILLE HOA | 4025 TREEMONT CIR | COLLEYVILLE, TX |
| CHARTIER, MELISSA | 218 CHEEK SPARGER RD | COLLEYVILLE, TX |
| MILLER, ROSS | 404 BRIARCLIFF CT | COLLEYVILLE, TX |
| EASTABROOK, MICHAEL K | 300 DEL MAR CT | COLLEYVILLE, TX |
| ALDERETE, WESLEY | 3925 TREEMONT CIR | COLLEYVILLE, TX |
| SCHWEIKHARD, WILLIAM | 4000 STEEPLECHASE DR | COLLEYVILLE, TX |
| GARMAN, DONALD J | 3720 OAKBRIAR LN | COLLEYVILLE, TX |
| ISLAMIC ASSOC OF MID CITIES | 500 CHEEK SPARGER | COLLEYVILLE, TX |
| VILLAS DEL MAR HOA INC | 300 DEL MAR CT | COLLEYVILLE, TX |
| MARTIN, GLORIA M | 306 DEL MAR CT | COLLEYVILLE, TX |
| LORIA, LEONARD P | 304 DEL MAR CT | COLLEYVILLE, TX |
| WOODBRIAR ESTATES ADDITION | 3700 SWEETBRIAR | COLLEYVILLE, TX |
| BRIDLEWOOD ESTATES | 4110 COACHMAN | COLLEYVILLE, TX |
| WOODS OF COLLEYVILLE ADDN, THE | 4024 TREEMONT CIRCLE | COLLEYVILLE, TX |
| WOODBRIAR NORTH ADDITION | 3700 SWEETBRIAR | COLLEYVILLE, TX |
| HURST EULESS BEDFORD ISD | 1849 CENTRAL DR | BEDFORD, TX |

# WR

Weston Realty

December 30, 2021

To: Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX. 76034
From: Lynn R. Klamt
Subject: Zoning Case: ZC21-036

Dear Sir or Madam:

In response to the public hearing, Zoning case ZC21-036, this is my written protest to any "Accessory Building" being permitted to encroach on the main through street of Oakbriar Lane in Woodbriar Estates. This protest has nothing to do with the homeowner requesting the Special Use Permit as I have never met the homeowner of 412 Briarcliff Court or interacted with them in any way. However, over the years I have sold over 500 single family residences in subdivisions throughout the Metroplex and have rarely seen an exposed add on structure or "Accessory Building" improve the appearance or value of a street or neighborhood. This certainly would include a pergola which is typically considered a back yard structure not a side yard structure and which, in this case, encroaches approximately 5' on the required 30' property set back line from Oakbriar Ln. In addition, it is structure that has a very long span of **30' in length** and runs parallel to and overlooking Oakbriar Ln. An additional concern is that, due to a pergola's typical height, it will likely rise **2'-4' above the property's existing fence.** This placement and height unfortunately will cause it to loom over Oakbriar Ln. and puts it in the "first impression" line of sight when a homeowner, visitor or home buyer first enters Woodbriar Estates. I consider this a legitimate concern as Oakbriar Ln. and Woodbriar Ln are the 2 main entrances/exits in Woodbriar Estates. On a side note, there is also a 20'+- high steel pole that has been erected in this property's yard which may or may not have been approved by the City of Colleyville.

Finally, due to the encroachment upon the required setback from Oakbriar Ln, and depending upon the final height and location of any structure another concern could be the visibility available when approaching or exiting the intersection of Briarcliff Court and Oakbriar Ln.

Respectfully,

Lynn R. Klamt
312 Briarcliff Court
cell: 817-455-1234
email: [redacted]

An extra 5 feet of fence along Oakbriar this close to the main entrance of the subdivision could restrict visibility for traffic coming out of Briarcliff Ct.

Ann B. Kelley
400 Briarcliff Court
Colleyville, TX 76034-8607
January 5, 2022

To: Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX. 76034

Subject: Zoning Case: ZC21-036

In response to the public hearing, Zoning case ZC21-036, this is my written protest to any "Accessory Building" being permitted to encroach on the main through street of Oakbriar Lane in Woodbriar Estates. A concern is that, due to the typical height, it will likely rise **2'-4' above the property's existing fence.** This placement and height unfortunately will cause it to loom over Oakbriar Ln. and puts it in the "first impression" line of sight when a homeowner, visitor or home buyer first enters Woodbriar Estates. I consider this a legitimate concern as Oakbriar Ln. and Woodbriar Ln are the 2 main entrances/exits in Woodbriar Estates. Also I have noticed a 20'+- high steel pole that has been erected in this property's yard which may or may not have been approved by the City of Colleyville.

Finally, due to the encroachment upon the required setback from Oakbriar Ln, and depending upon the final height and location of any structure another concern I have could be the visibility available when approaching or exiting the intersection of Briarcliff Court and Oakbriar Ln. Wonder if the owner has thought about this?

I firmly believe this change is NOT acceptable. We have lived at 400 Briarcliff Court for almost 44 years. **Thank YOU** and the City of Colleyville for keeping us informed and cared for.

Respectfully,
Ann B. Kelley

Ann B. Kelley
400 Briarcliff Court
Colleyville, TX 76034-8607
817-498-6611 [redacted]

February 7, 2022

This is in response to the zoning change notification I received from the City of Colleyville.

I am a neighbor of 412 Briarcliff Ct and the pergola in question will be in my direct view from my property and drive in and out of the neighborhood. I do not have an issue with the structure and wish to provide my support in favor of the building.

Thank you,

3916 Oakbriar Ln
Colleyville TX 76034

ED & KATHY LACEY
208 BRIARCLIFF COURT
COLLEYVILLE, TX 76034

Debbie & Everett Logan
3909 Oakbriar Ln
Colleyville, TX 76034

LISA POLK
3813 Oakbriar Ln
Colleyville, TX
76034

Mark Nowell
3905 Oakbriar Lane
Colleyville Texas 76034

Rana Walker
409 Briarcliff Ct
Colleyville TX

Suzanne Diver
3809 Oakbriar Ln
Colleyville, TX 76034

# ORDINANCE O-22-2193

**AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 0.382 ACRES, BEING LOT 6, BLOCK 9, OF WOODBRIAR ESTATES ADDITION LOCATED AT 412 BRIARCLIFF COURT, BY AUTHORIZING A SPECIAL USE PERMIT FOR AN ACCESSORY BUILDING TO ENCROACH INTO THE STREET SIDE YARD SETBACK ON A CORNER LOT; 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 Special Use Permit for an accessory building to encroach into the street side yard setback for a corner lot, Case No. ZC20-036; and

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

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

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

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

Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by

authorizing a Special Use Permit to encroach into the street side yard setback for a corner lot on lot on 0.382 acres, being Lot 6, Block 9, of Woodbriar Estates Addition, located at 412 Briarcliff Court, as depicted on the attached as Exhibit "A".

Sec. 3. 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. 4. THAT the above described tract of land shall be subject to the following conditions:

**1. GENERAL**

a. The Special Use Permit shall apply to a 300 s.f. pergola to encroach into the street side yard setback.

b. The accessory building shall be generally consistent with the site plan and building plans as depicted on the attached Exhibit "B".

c. The accessory building shall be generally consistent with the building elevations and floor plan as depicted on the attached Exhibit "C".

d. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 5. 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. 6. 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. 7. 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. 8. 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 2nd day of March 2022.

The second reading and public hearing being conducted on the 22nd day of March 2022.

PASSED AND APPROVED BY A VOTE OF ___ AYES, ___ NAYS ON THIS THE 22ND DAY OF MARCH 2022.

| | | | |
|---|---|---|---|
| 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**

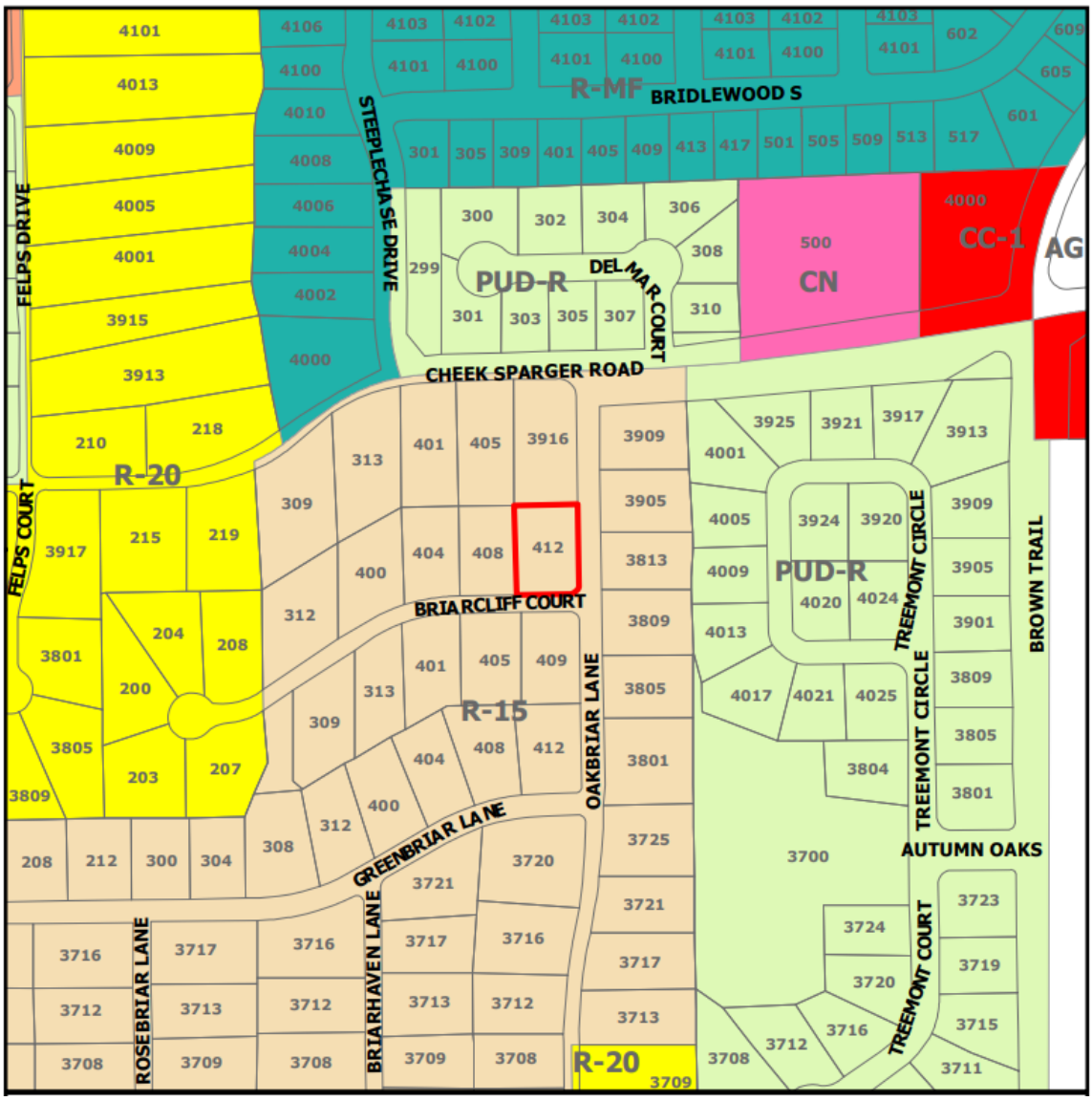
Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

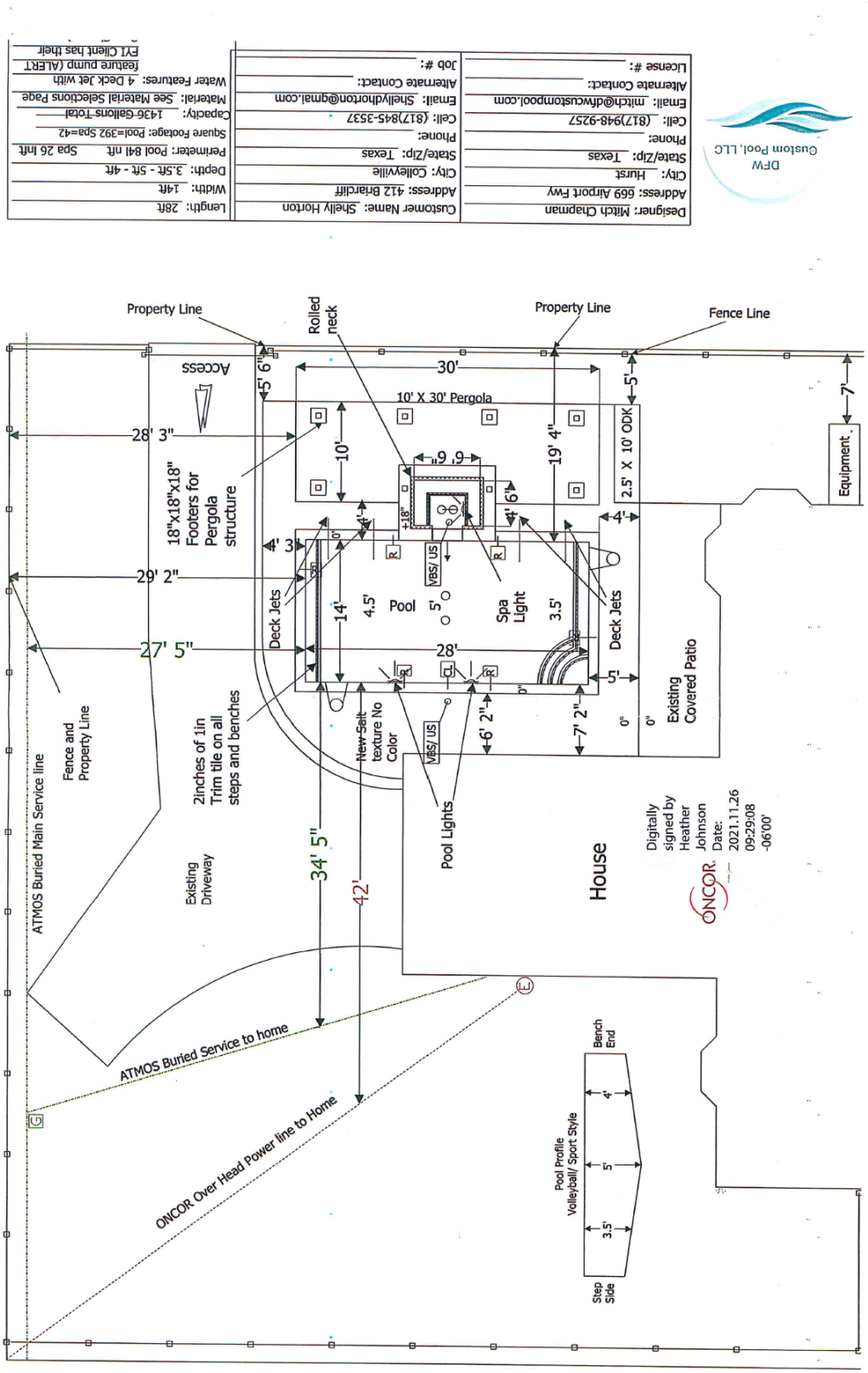
**APPROVED AS TO FORM:**

Whitt Wyatt
City Attorney

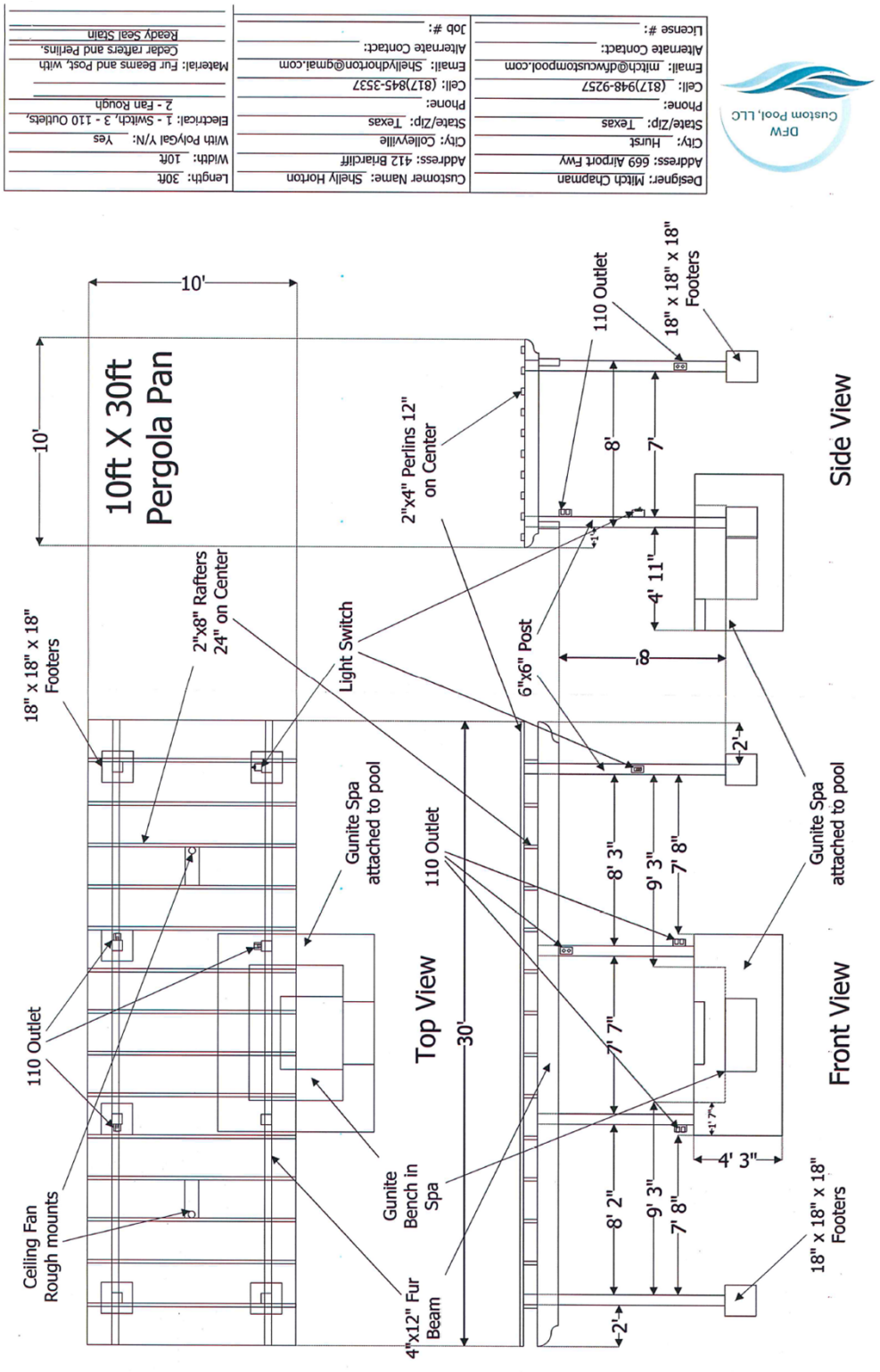
# Exhibit "A" - Location and Zoning Map



# Exhibit "B" – Site Plan



# Exhibit "C" – Elevation



# City of Colleyville
# City Council
# Agenda Briefing

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

**Agenda Number** 8a **Agenda Date** 3/22/2022 **Number** Resolution R-22-4706
**Type** Resolution
**Department** Community Development

## Title
Consideration of a variance to the street side yard setback for Lot 25, Block H, Brook Meadows Addition, located at 4712 Meandering Way, Case VC22-002

## Strategic Plan
4.1 Protect Colleyville's semi-rural residential character

## Explanation
***Reading and Public Hearing***

Paul J. Sugarman, the applicant, has submitted a request for a variance to the provisions of Section 3.24.G, Schedule of District Regulations of the Land Development Code, specifically for the street side yard setback in the R-20 Single Family Residential district. The request is to allow for the construction of an elevator addition.

**Existing Conditions/Background:** The subject property, 4712 Meandering Way, resides on the southwest corner of Meandering Way and Lakeside Drive and has R-20 zoning.

**Requested Variance:** The applicant is requesting a variance to allow for the addition of an elevator within the street side yard setback. The existing R-20 zoning requires a minimum 30 foot setback.

The minimum standards for the R-20 zoning district are as follows:

| | |
|---|---|
| Minimum Lot Size | 20,000 square feet |
| Minimum Lot Width | 100 feet |
| Minimum Lot Depth | 125 feet |
| Front Building Line | 30 feet |
| Side Building Line | 10 feet |
| Rear Building Line | 25 feet |
| Max. Lot Coverage | 30% |
| Max. Impervious Coverage | 60% |

**Plat Status:** The property is currently platted as Lot 25, Block H, of the Brook Meadows Addition.

**DRC Review:** The Development Review Committee (DRC) reviewed the request at their February 21, 2022 meeting, did not offer any comments, and scheduled the request for the City Council meeting on March 22, 2022.

**Drainage:** NA

**Analysis:** The subject property is requesting to have a variance to allow for the encroachment for an elevator addition into the required street side yard setback. The property is zoned R-20 and the required street side yard setback is 30 feet. The elevator shaft would encroach approximately 3.5 feet.

Should the waiver request be denied, no expansion to the house would be permitted unless it complies with the 30 foot setback distance.

**Surrounding Development:** The properties to the north, south, east, and west are zoned R-20 Single Family Residential district and are improved with single family residential homes.

**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 denial of the requested variance due to technical non-compliance.

**Financial Impact**

There is no financial impact to the City.

**Recommendation**

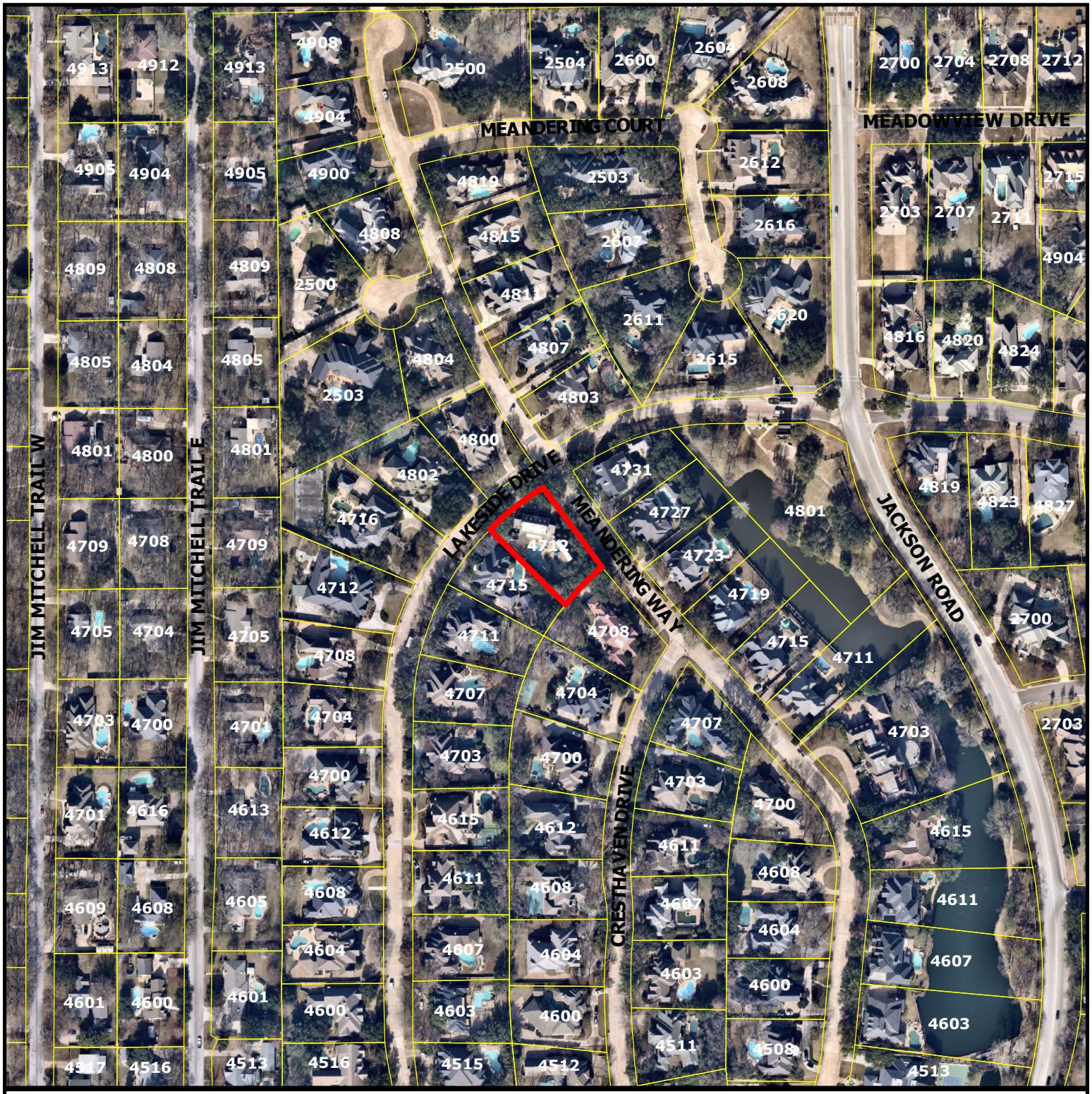
Denial

**Attachments**

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Site Plan
5. First Floor Plan
6. Second Floor Plan
7. Elevator Plan
8. Elevations
9. Elevator Shaft Plan
10. Elevator Pit Plan

11. Notification Map
12. Notification Letter
13. Notification List
14. Resolution R-22-4706

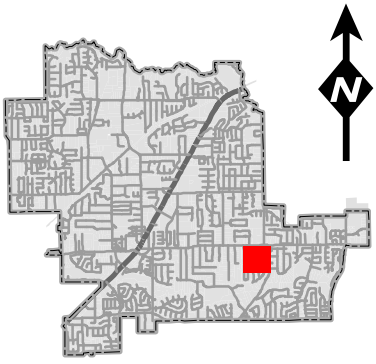
# Aerial Map




CITY OF COLLEYVILLE TEXAS

## VC22-002

### 4712 Meandering Way




DISCLAIMER:
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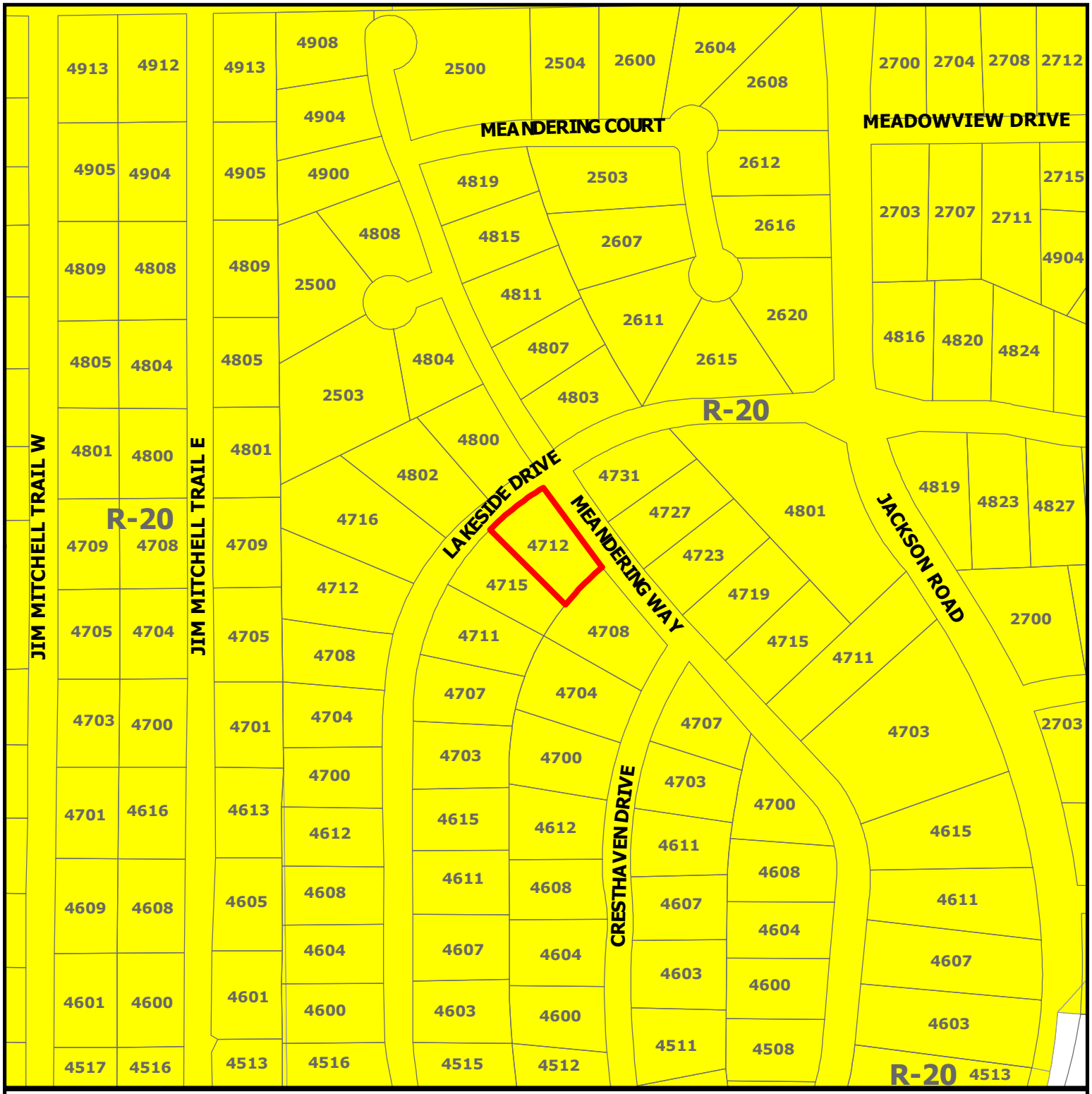
Subject Property

# Zoning Map




CITY OF COLLEYVILLE TEXAS

## VC22-002

### 4712 Meandering Way

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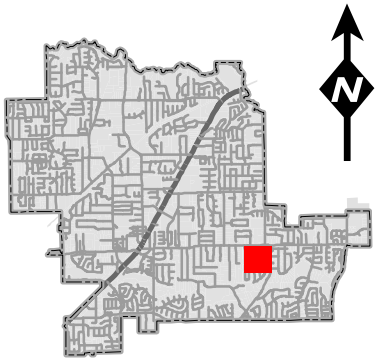
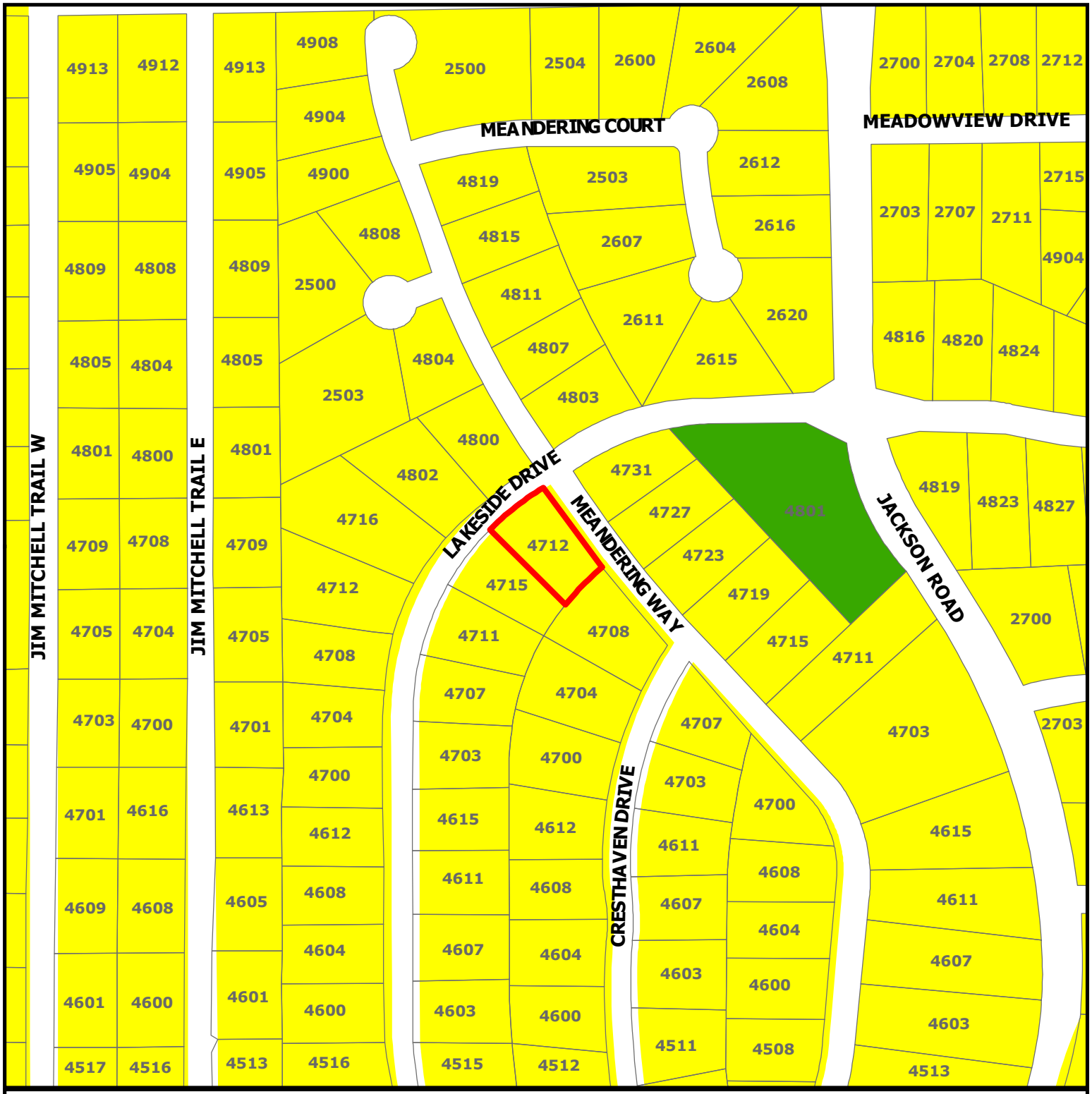
Subject Property



# Future Land Use Map




CITY OF COLLEYVILLE TEXAS

## VC22-002

### 4712 Meandering Way

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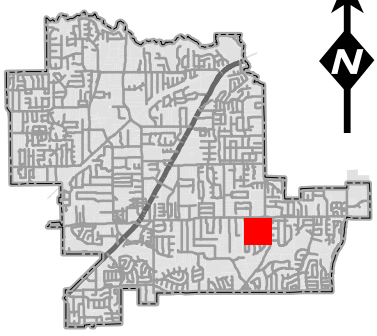
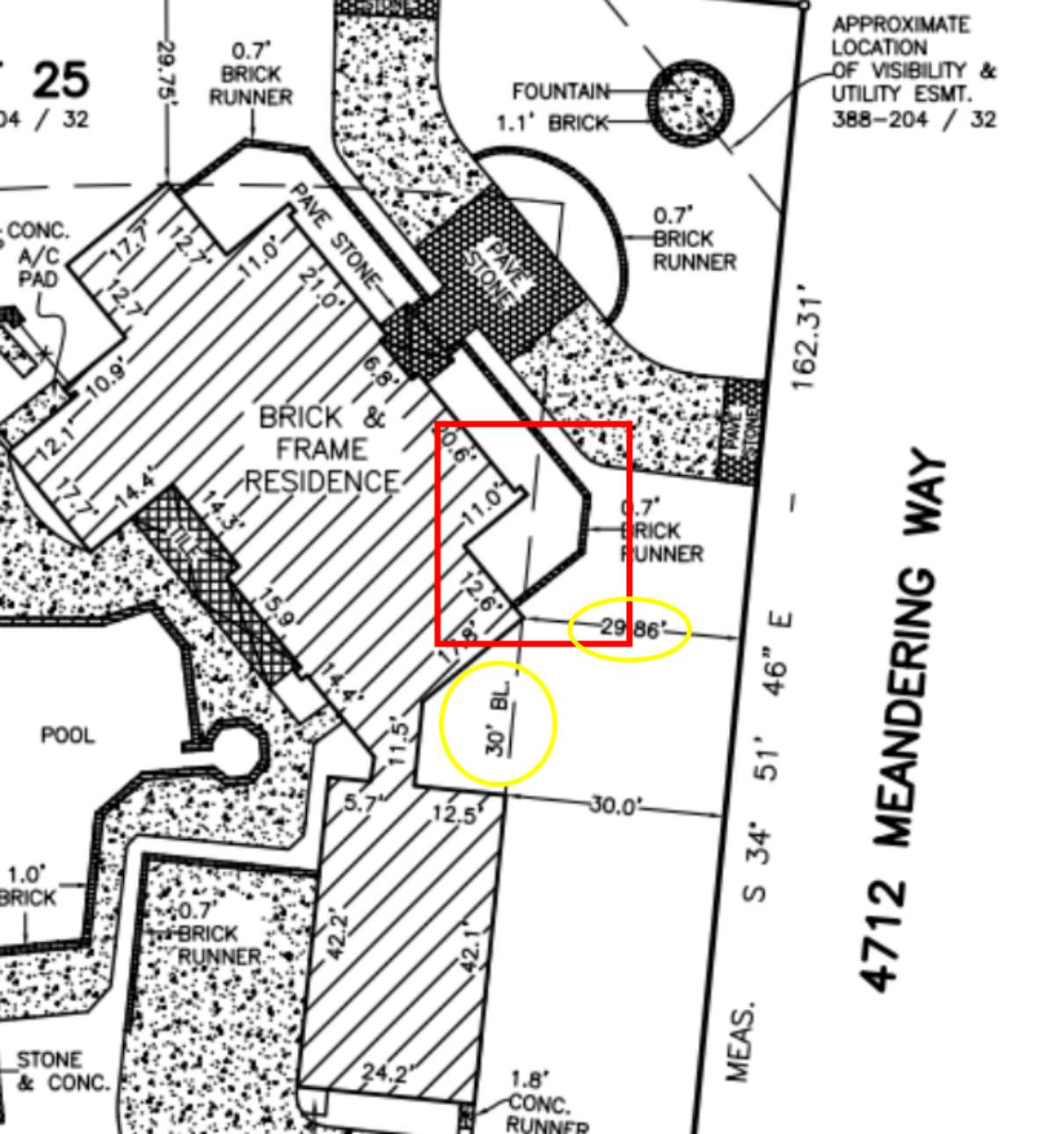
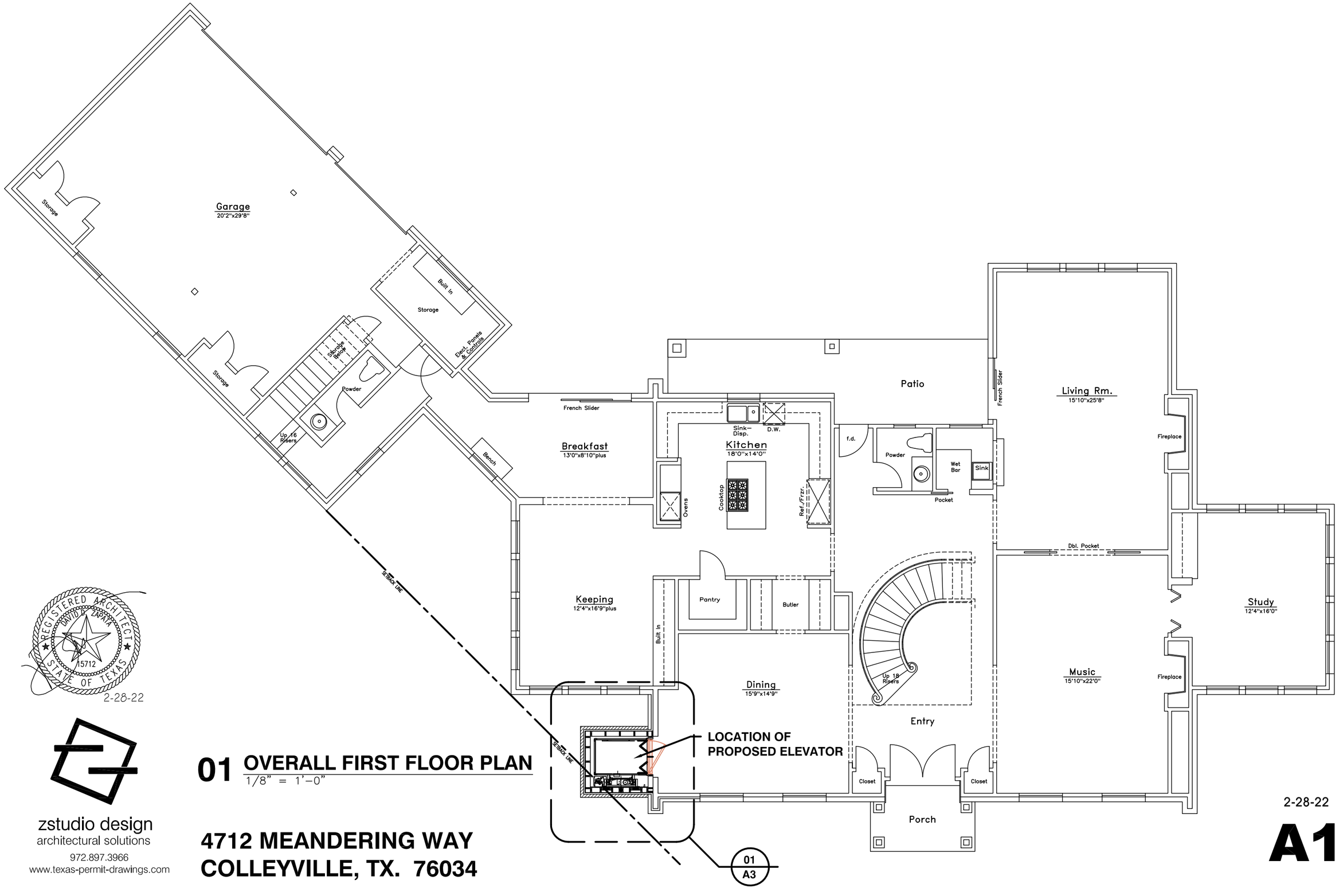
- Subject Property
- Residential
- Open Space; Parks




25
04 / 32
29.75'
0.7' BRICK RUNNER
FOUNTAIN
1.1' BRICK
APPROXIMATE LOCATION OF VISIBILITY & UTILITY ESMT. 388-204 / 32
CONC. A/C PAD
PAVE STONE
12.7'
12.7'
11.0'
21.0'
12.7'
10.9'
12.1'
12.7'
14.4'
BRICK & FRAME RESIDENCE
6.8'
10.6'
11.0'
0.7' BRICK RUNNER
12.6'
29.86'
14.3'
15.9'
14.4'
11.5'
30' BL.
POOL
5.7'
12.5'
30.0'
1.0' BRICK
0.7' BRICK RUNNER
42.2'
42.1'
24.2'
STONE & CONC.
1.8' CONC. RUNNER
MEAS. S 34° 51' 46" E 162.31'
4712 MEANDERING WAY




REGISTERED ARCHITECT
DAVID D. ZARATA
15712
STATE OF TEXAS
2-28-22

zstudio design
architectural solutions
972.897.3966
www.texas-permit-drawings.com

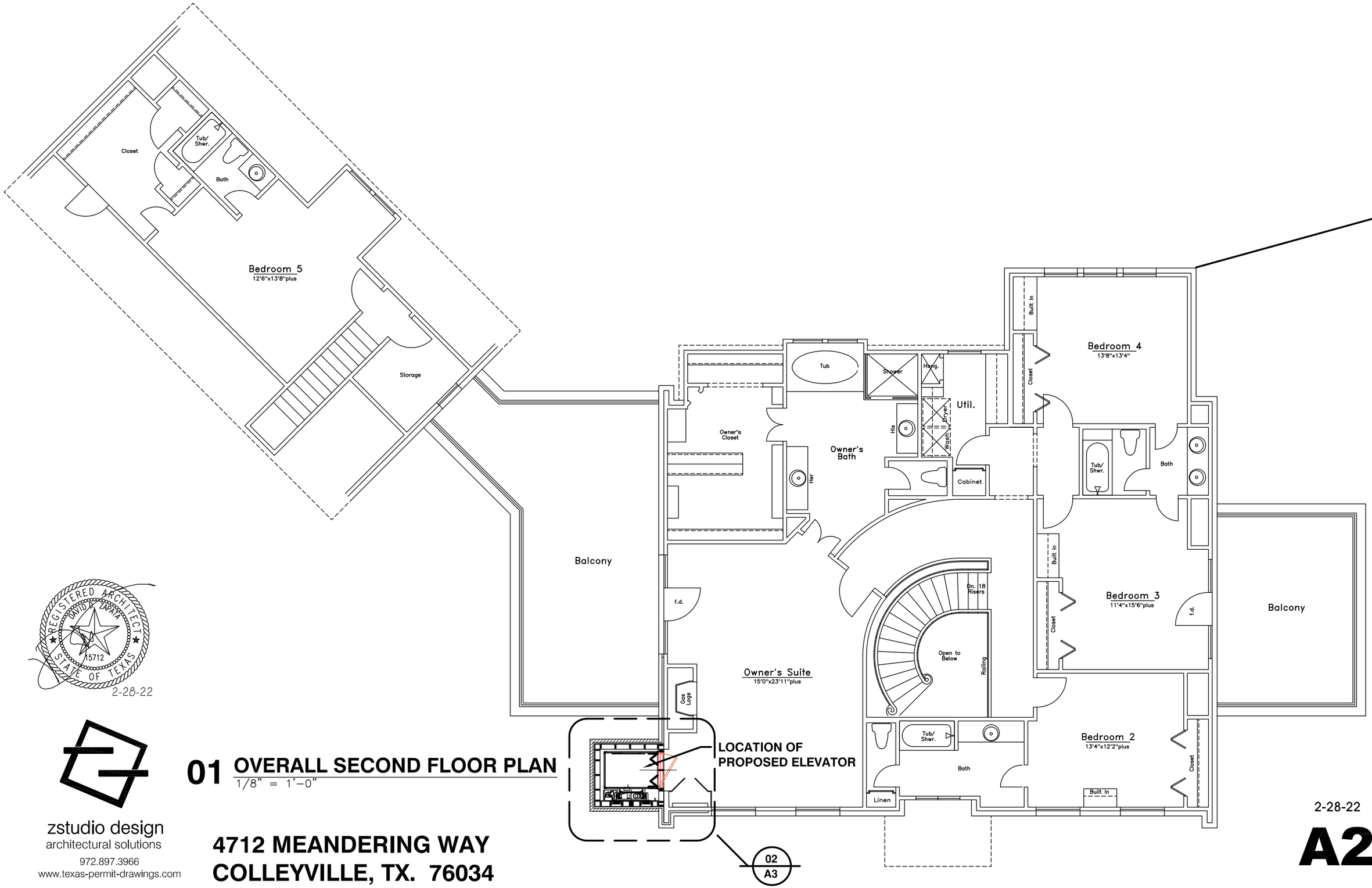
## 01 OVERALL FIRST FLOOR PLAN

1/8" = 1'–0"

# 4712 MEANDERING WAY
# COLLEYVILLE, TX. 76034

2-28-22

**A1**




REGISTERED ARCHITECT
DAVID ZAPATA
15712
STATE OF TEXAS
2-28-22

# 01 OVERALL SECOND FLOOR PLAN

1/8" = 1'-0"

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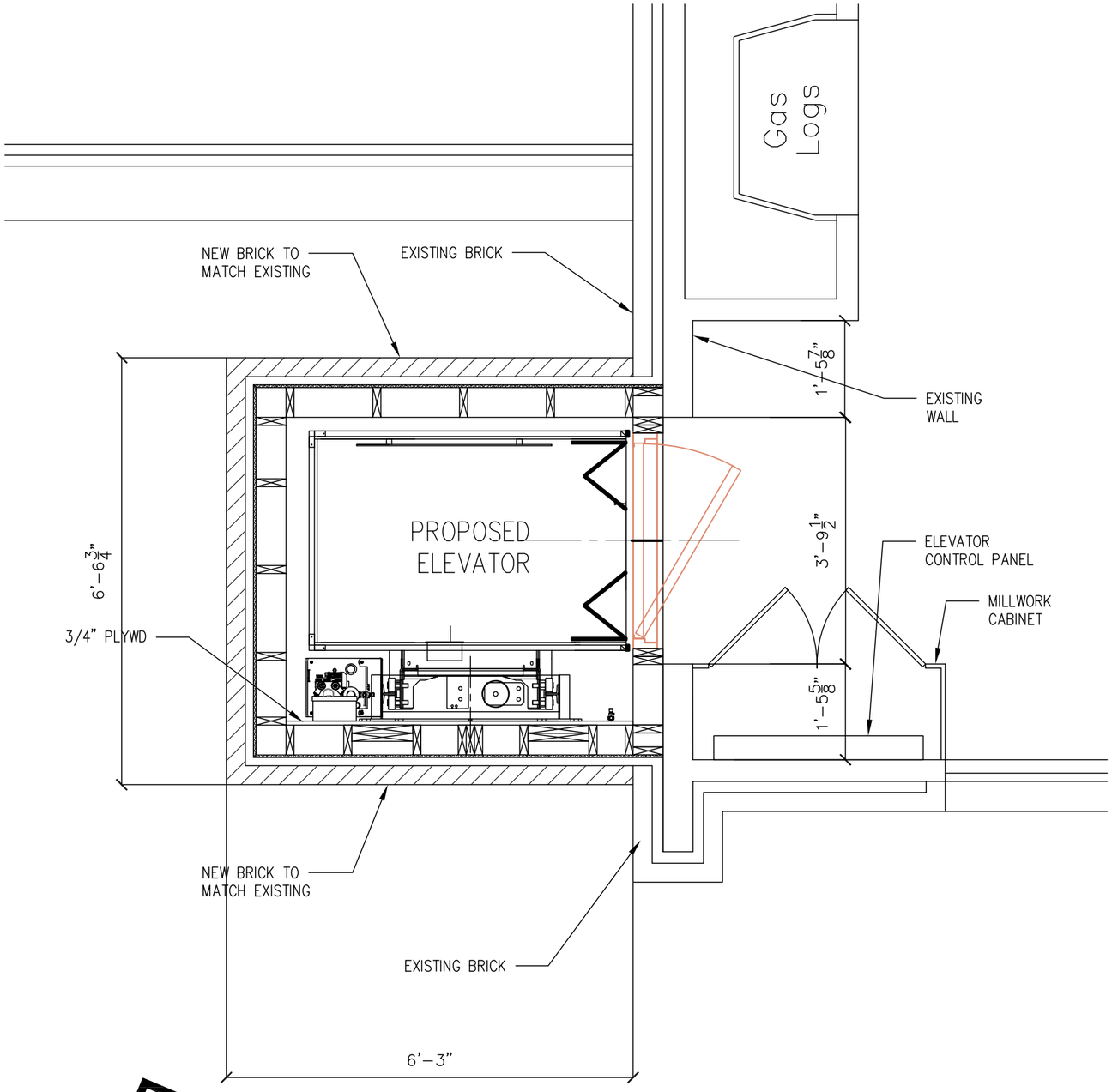
## 4712 MEANDERING WAY
## COLLEYVILLE, TX. 76034

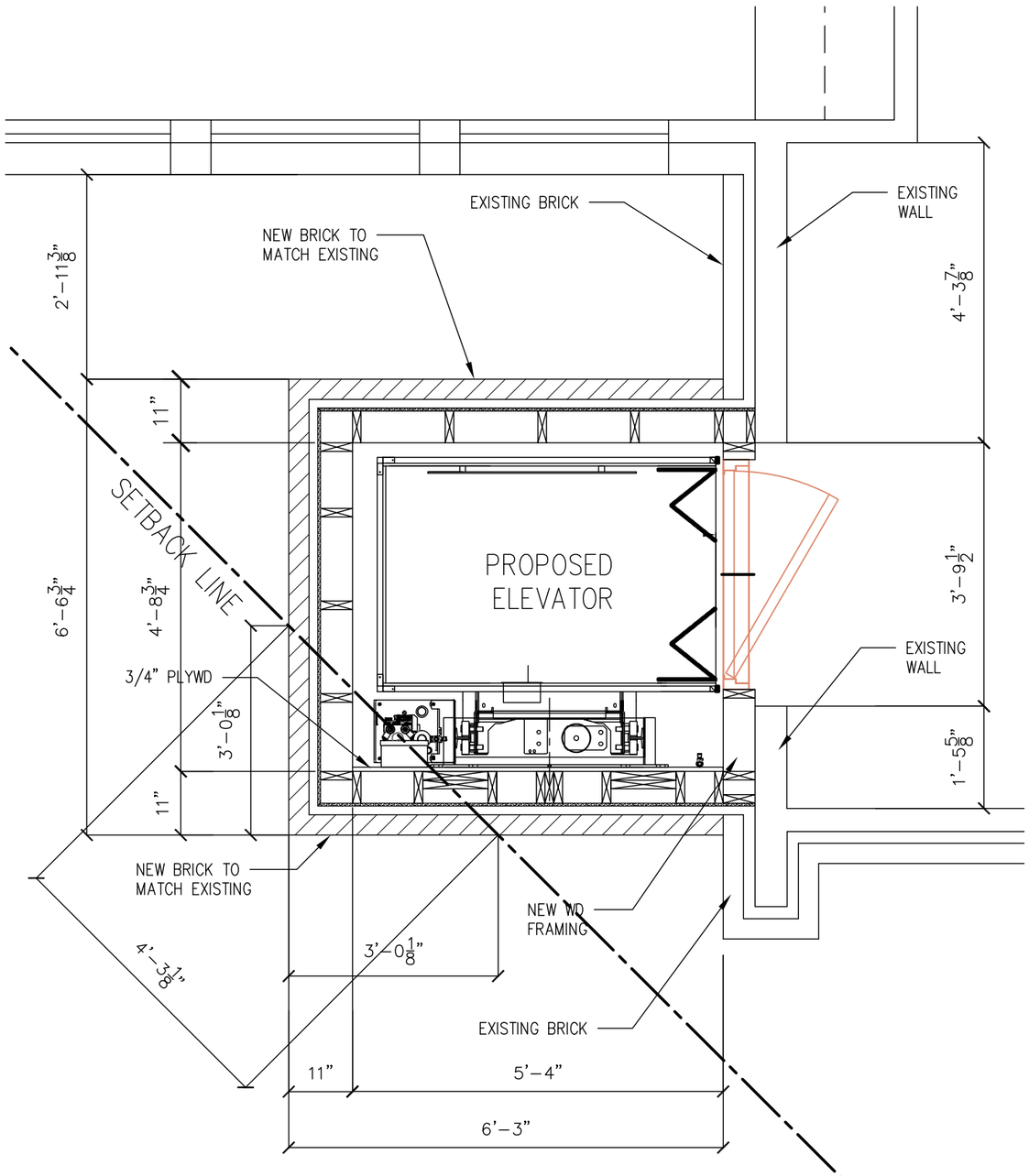
2-28-22

**A2**




## 02 SECOND LEVEL ELEVATOR PLAN

1/2" = 1'-0"




## 01 FIRST LEVEL ELEVATOR PLAN

1/2" = 1'-0"

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**4712 MEANDERING WAY**
**COLLEYVILLE, TX. 76034**

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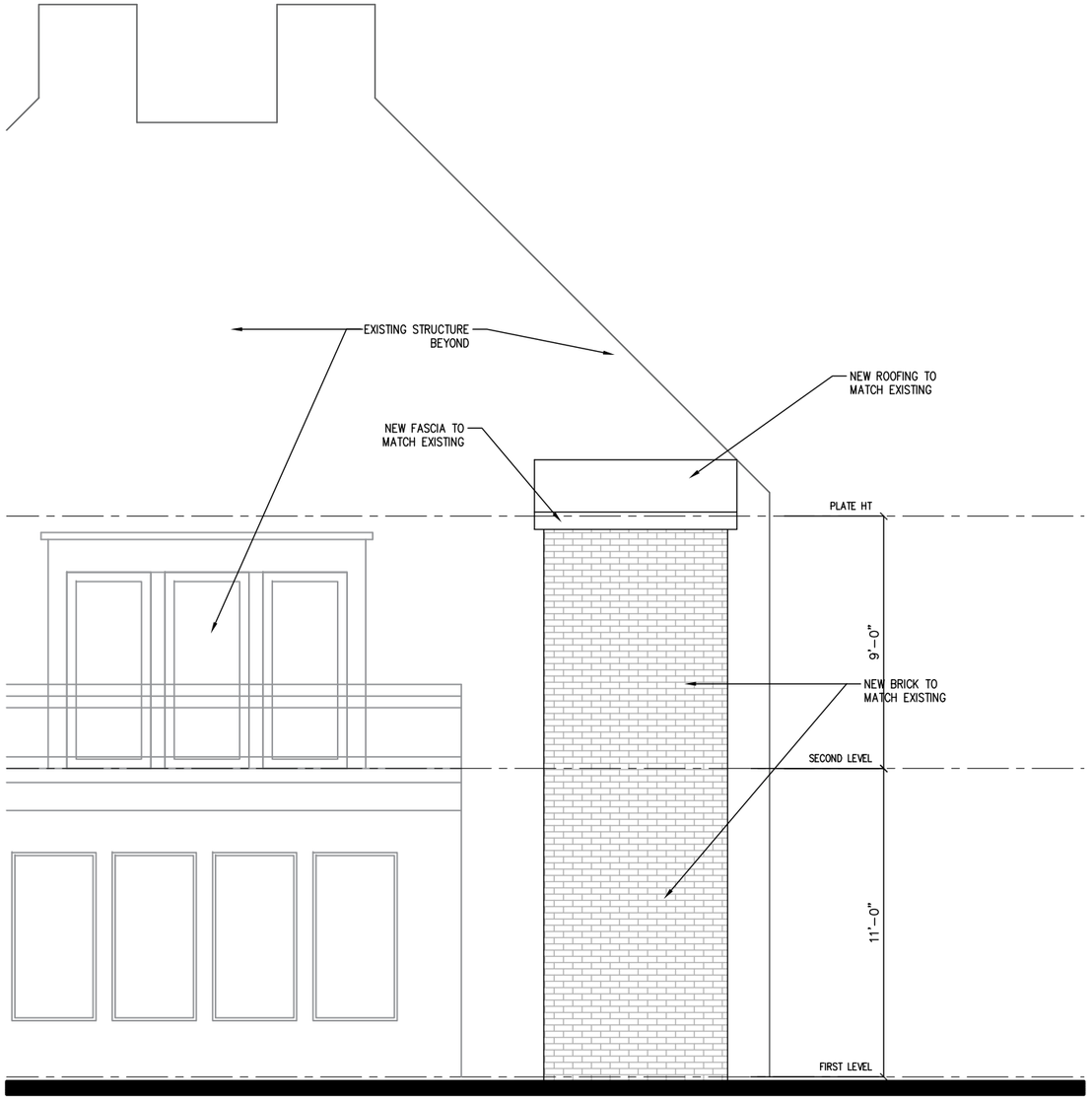
15712
STATE OF TEXAS
2-28-22

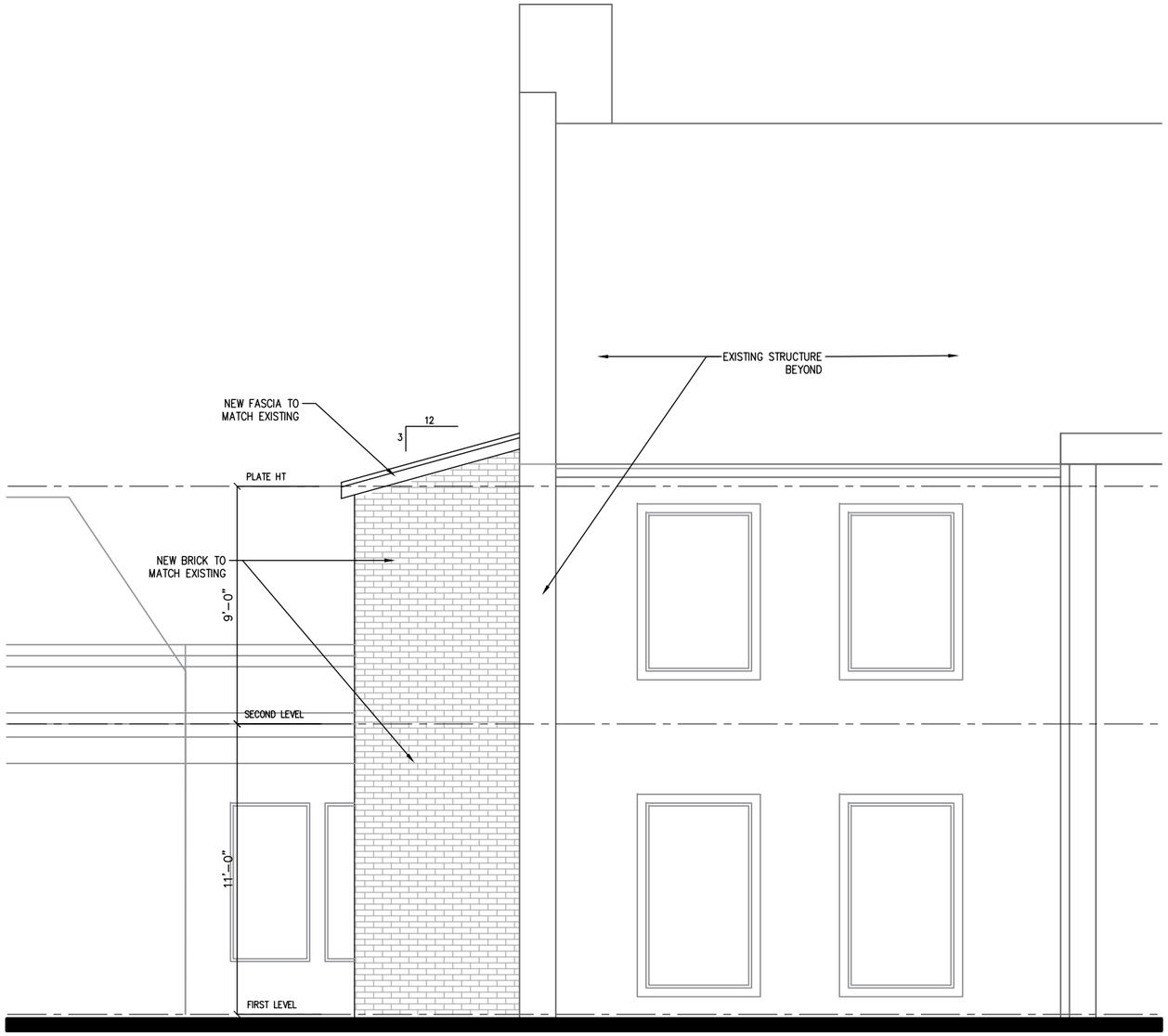
2-28-22

**A3**




## 02 PARTIAL EAST ELEVATIONS

3/16" = 1'-0"




## 01 PARTIAL NORH ELEVATION

3/16" = 1'-0"

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**COLLEYVILLE, TX. 76034**

REGISTERED ARCHITECT
DAVID D. ZAPATA
15712
STATE OF TEXAS
2-28-22

2-28-22

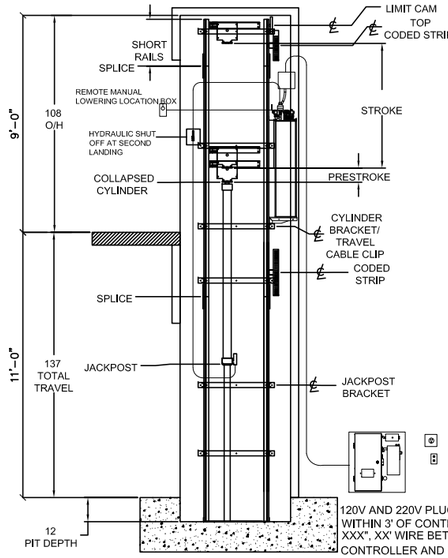
**A4**

## STANDARD ELEVATION DRAWING

ASCEND RESIDENTIAL ELEVATOR
4712 MEANDERING WAY

REVISION HISTORY

| NO. | DESCRIPTION | DATE |
|---|---|---|
| | | |




MRL REQUIREMENTS:
1. MAXIMUM 55' OF WIRE BETWEEN PUMP AND CONTROLLER
2. CONTROLLER MUST BE OUTSIDE HOISTWAY
3. REMOTE MANUAL LOWERING MUST BE ACCESIBLE FROM OUTSIDE HOISTWAY
4. A HYDRAULIC SHUT OFF MUST BE ACCESIBLE FROM OUTSIDE HOISTWAY

$R_1$=720 LBS. $R_2$=225 LBS. $R_3$=720 LBS.

HOISTWAY ELEVATION
4712 MEANDERING WAY

SIGNATURE:

RAIL WALL MUST BE PLUMB (±1/8") & SQUARE

2021846

7DEC2021

N.ROBBINS

A

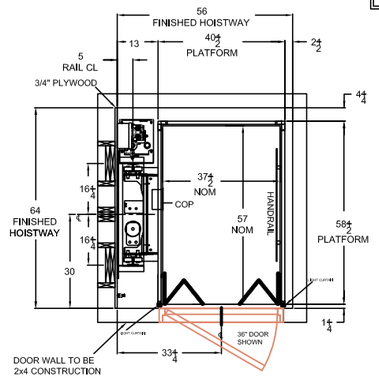
## STANDARD LAYOUT DRAWING

CLIENT: ASCEND RESIDENTIAL ELEVATOR
PROJECT NAME: 4712 MEANDERING WAY
JOB NUMBER: 2021846

ELMIRA RESIDENTIAL ELEVATOR
INTERIOR CAB DIMENSIONS: 37-1/2" x 57"
CAB DESIGN: LEFT INLINE CAB

CUSTOM JOB DETAILS:

-BI-FOLD
-MRL PUMP
-RECESSED 4 PANEL CAB




WEIGHT CAPACITY: 950 LBS
NUMBER OF STOPS: 2

TOTAL TRAVEL: 137"
PIT DEPTH: 12"

POWER SUPPLY: 220V SINGLE PHASE
MACHINE ROOM LOCATION: 120"

CLEAR OVERHEAD: 108"
CAB HEIGHT: 96" STANDARD HEIGHT
RAIL BRACKET STYLE: REGULAR

CYLINDER: TO BE UPDATED ON FINALS
POWER UNIT: 3HP- MRL

CAB WALLS: 4 PANEL RECESSED WALNUT VENEER
CAB CEILING: SINGLE PANEL RECESSED WALNUT VENEER
CAB FLOOR: PLYWOOD W/ 3/4" RECESS

CAB LIGHTING: BRASS FINISH- 4000K-
HANDRAIL: 36" LONG X 1 1/2" WIDE
FIXTURE FINISH: ANTIQUE BRASS
HALL CALLS: DUAL ILLUMINATED BUTTONS
P.I. CHARACTERS: 1,2

GATE FINISH: STAINLESS STEEL
GATE HEIGHT: 78-1/4"
GATE TRACK: BI-FOLD DOOR TRACK
LIGHT CURTAIN - YES
AUTOMATIC GATE OPERATOR: YES
POWER LANDING DOORS: NO
DOOR SWINGS: ALL INTERIOR RH
DOOR INTERLOCKS: HONEYWELL RDI

DRAWING NOTES
CAMBRIDGE ELEVATING'S RECOMMENDED MINIMUM HOISTWAY REQUIREMENTSLAYOUT DRAWING FOR HOISTWAY CONSTRUCTION ONLY FINAL CAB LAYOUT MAY VARY ALTHOUGH THE ELEVATOR IS DESIGNED TO MEET CSA-B44/ ANSI A17.1, LOCAL CODES MAY VARY. DEALER IS RESPONSIBLE FOR COMPLYING WITH LOCAL CODES CAMBRIDGE ELEVATING INC. IS NOT RESPONSIBLE FOR THE STRUCTURAL DESIGN OF THE BUILDING AND ITS ABILITY TO SUPPORT THE ELEVATOR LOADS AND/OR REACTIONS CAMBRIDGE ELEVATING INC. RESERVES THE RIGHT TO ALTER EQUIPMENT & HOISTWAY REQUIREMENTS WITHOUT NOTICE

PRODUCTION APPROVALS:

THIS DRAWING REFLECTS OUR INTERPRETATION OF THE INFORMATION THAT WAS PROVIDED ON THIS PRODUCT'S ORDER FORM AND EXACT ELEVATOR SITE MEASUREMENTS.
THIS INFORMATIONIS YOUR RESPONSIBILITY AND IS THE BASIS FROM WHICH THE CUSTOM APPLICATION DESIGN IS DERIVED.PLEASE INDICATE YOUR REQUESTED ACTION BY CHECKING ONE OF THE BELOW BOXES AND SIGNING BELOW TO AUTHORIZE COMPLETION OF THIS ORDER.

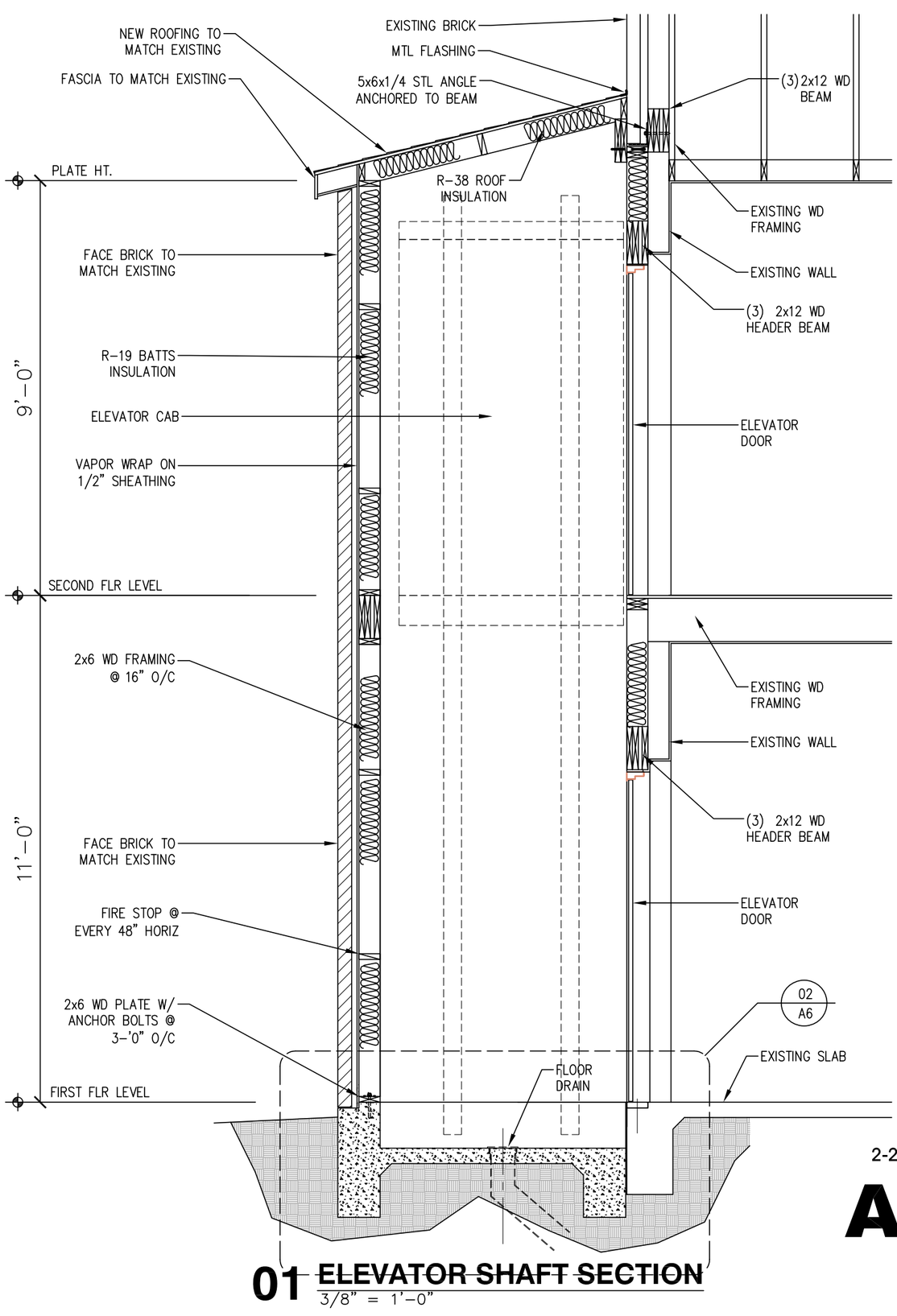
- ☐ APPROVED WITH NO EXCEPTIONS. MANUFACTURE THIS ELEVATOR PER INFORMATION ON THIS DRAWING
- ☐ APPROVED AS NOTED. MAKE CHANGES AS NOTED BEFORE MANUFACTURE.NO RE-APPROVAL REQUIRED
- ☐ CHANGES AND REAPPROVAL REQUIRED

HOISTWAY PLAN VIEW

| | | | |
|---|---|---|---|
| DEALER NAME: ASCEND RESIDENTIAL ELEVATOR | | | |
| JOB NAME: | 4712 MEANDERING WAY | | |
| JOB NO: | 2021846 | ISSUE: | A |
| DATE: 7DEC2021 | | DRAWN BY: N.ROBBINS | |

## 02 ELEVATOR CUT-SHEETS

CONTRACTOR TO VERIFY DIMENSION REQUIREMENTS WITH ELEVATOR MANUFACTURE




01 ELEVATOR SHAFT SECTION
3/8" = 1'-0"

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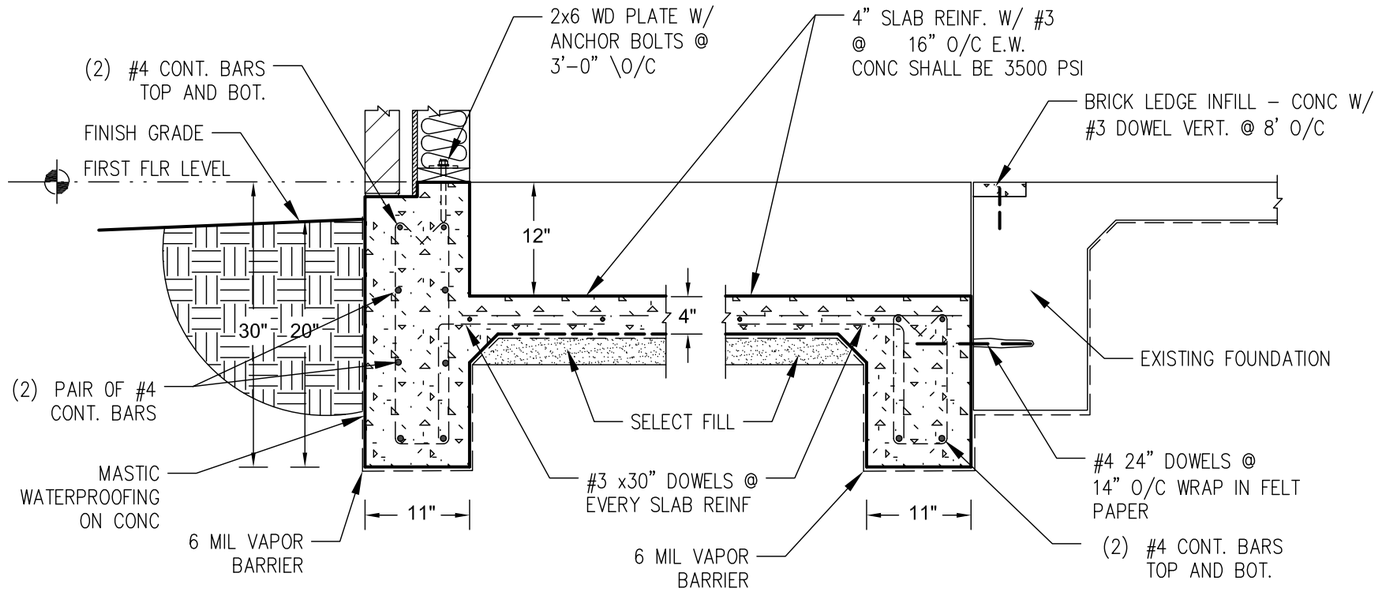
972.897.3966
www.texas-permit-drawings.com

REGISTERED ARCHITECT DAVID B. ZAPATA 15712 STATE OF TEXAS
2-28-22

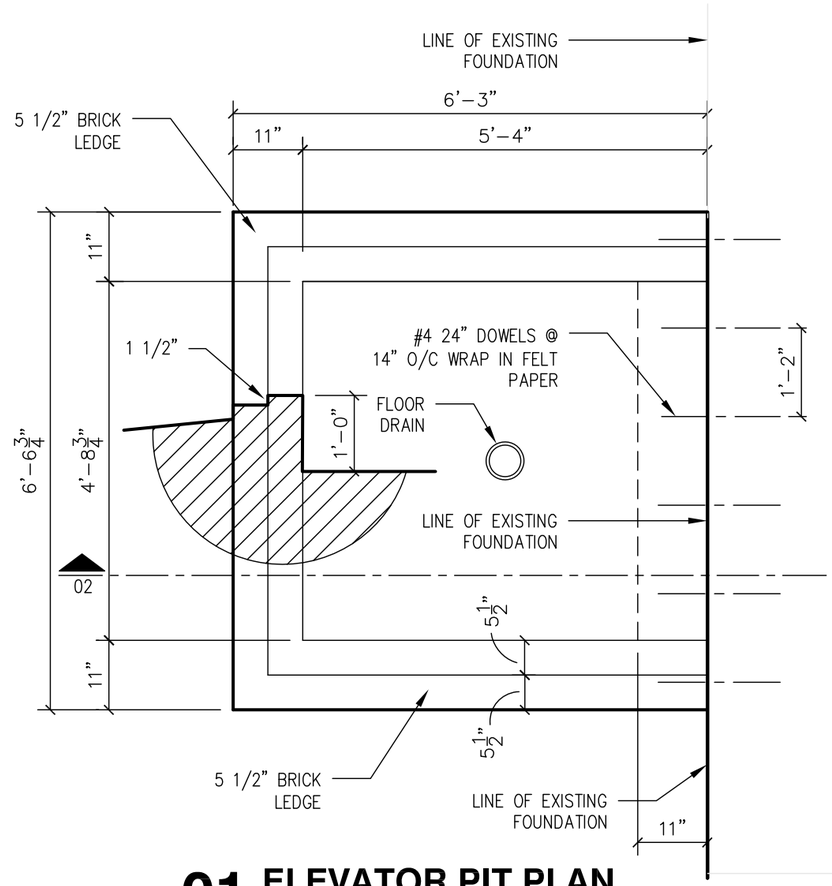
**4712 MEANDERING WAY**
**COLLEYVILLE, TX. 76034**

2-28-22

**A5**




## 02 FOUNDATION DTL
3/16" = 1'-0"




## 01 ELEVATOR PIT PLAN
1/2" = 1'-0"

ON C

### Concrete
1- All concrete shall consist of normal weight aggregates with a minimum compressive strength of f'c=3000 (at 28 days). For areas with exposed surface, such as patios and garage, F'c=3,500 is advised if minor seam cracks are deemed intolerable.
2- Reinforcing shall meet ASTM A615 with Fy=60 ksi.
3- minimum lap shall be 32 times diameter of the larger bar.
4- provide 6 mil (or thicker) vapor barrier under slabs and against vertical sides of concrete beams.

### Anchors:
1- Use Ø1/2" x6" Simpson Titen-HD anchors with 4 1/4" embedment. Install anchors over 1/4"x3"x3" plates at all wall corners, ends, door jambs, and no more than every 32" in between.

### Decking (Wind Bracing):
1- Side Deck (Shear Walls):
Use $\frac{15}{32}$" osb covering min. of 3 spans (4'x8' sheets) on outer side of all building perimeter walls. Provide fireblocks at panel ends and edges (spacing of fireblocks shall not exceed 48").
2- Connect all decks (OSB's) to joists/studs using nails (specified below) spaced at 6" at panel ends (and applicable edges) and spaced at 12" at intermediate supports.

### Nails:
1- Common Connections:
Use (Ø0.131"x3") for all nailed connections unless otherwise is noted on details (all nails shall have a minimum yield strength Fyb= 90 ksi).

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**4712 MEANDERING WAY**
**COLLEYVILLE, TX. 76034**

REGISTERED ARCHITECT
DAVID ZAPATA
15712
STATE OF TEXAS
2-28-22

2-28-22

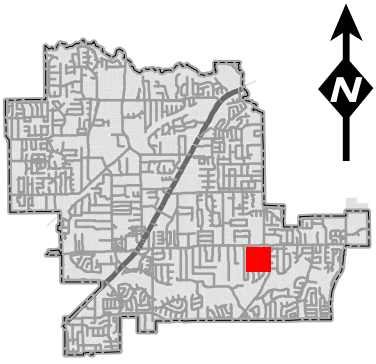
# A6

# Notification Map

CITY OF COLLEYVILLE TEXAS

# VC22-002

## 4712 Meandering Way




DISCLAIMER:
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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:

**City Council Meeting: Tuesday, March 22, 2022 at 7:30 p.m.**
**3rd floor of City Hall, 100 Main Street, Colleyville, Texas**

| | |
|---|---|
| **Request:** | Request for a variance to the provisions of Section 3.24.G Schedule of District Regulations of the Land Development Code, specifically for the street side yard setback in the R-20 Single Family Residential district. The request is to allow for the addition of an elevator shaft on the street side of the house. The addition is proposed to be 27 feet from the street side property line, not the required 30 feet. |
| **Zoning Case:** | VC22-002 |
| **Applicant:** | Paul J. Sugarman |
| **Owner:** | Paul J. Sugarman |
| **Location:** | 4712 Meandering Way |
| **Property Description:** | Lot 25, Block H, Brook Meadows Addition |
| **Present Zoning:** | R-20 Single Family Residential |

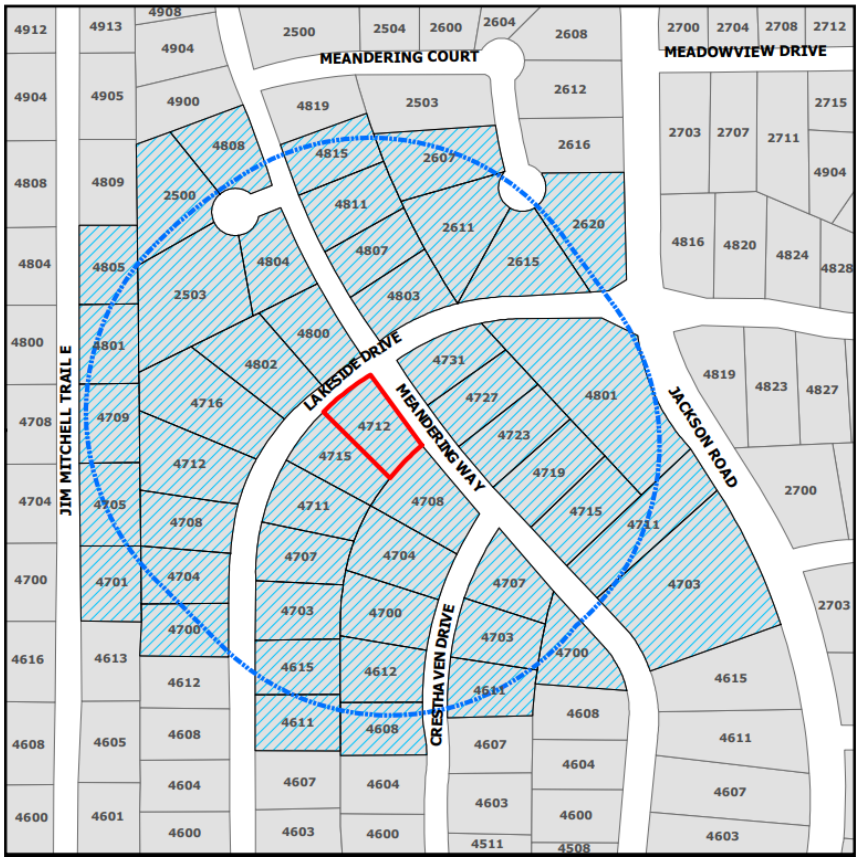
This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved City tax roll. Action by the City Council serves as a final action on the request.

All interested persons are encouraged to attend the public hearing and express their opinions on the variance 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**

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.

# 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

Jacquelyn Reyff
Principal Planner
jreyff@colleyville.com

| Owner Name | Owner Address | Owner City |
|---|---|---|
| EMMERT, RICK | 4716 LAKESIDE DR | COLLEYVILLE, TX |
| NAIK, SHITAL | 4615 LAKESIDE DR | COLLEYVILLE, TX |
| WILCOXON, ROBERT B | 4700 LAKESIDE DR | COLLEYVILLE, TX |
| KAINER, LARRY F | 4709 JIM MITCHELL TR E | COLLEYVILLE, TX |
| COLLIER, MARK | 4727 MEANDERING WAY | COLLEYVILLE, TX |
| SHAH, SAHIBZADA | 4711 MEANDERING WAY | COLLEYVILLE, TX |
| LEVINE, DUANE G | 4802 LAKESIDE DR | COLLEYVILLE, TX |
| PARRENT, JASON | 4611 LAKESIDE DR | COLLEYVILLE, TX |
| MAGEE, GRETCHEN | 4708 LAKESIDE DR | COLLEYVILLE, TX |
| BOHNSTENGEL, LLOYD L | 4801 JIM MITCHELL TR E | COLLEYVILLE, TX |
| D & S FRAZIER FAMILY LTD | 1905 COTTONWOOD VALLEY CIR S | IRVING, TX |
| WALKER, DAVID K | 2620 MEANDERING CT | COLLEYVILLE, TX |
| DHIR, VIJAY K | 4704 LAKESIDE DR | COLLEYVILLE, TX |
| CORINTH LAND CO | 777 TAYLOR ST STE 1035 | FORT WORTH, TX |
| SUGARMAN, PAUL | 4712 MEANDERING WAY | COLLEYVILLE, TX |
| CHAN, RAFAEL C | 4707 CRESTHAVEN DR | COLLEYVILLE, TX |
| HESTER, DOUGLAS | 4719 MANDERING WAY | COLLEYVILLE, TX |
| DIETRICH, CHRISTOPHER | 4807 MEANDERING WAY | COLLEYVILLE, TX |
| CLEMENS, ROBERT L | 4700 CRESTHAVEN DR | COLLEYVILLE, TX |
| SMITH, LAWRENCE | 4701 JIM MITCHELL TR E | COLLEYVILLE, TX |
| GRIFFIN, DANIEL E | 2611 MEANDERING CT | COLLEYVILLE, TX |
| SMITH, KEVIN | 4804 MEANDERING WAY | COLLEYVILLE, TX |
| POWERS, TOM D | 4815 MEANDERING WAY | COLLEYVILLE, TX |
| ZIEGLER, RALPH | 4811 MEANDERING WAY | COLLEYVILLE, TX |
| KROPF, MARSHALL | 4612 CRESTHAVEN DR | COLLEYVILLE, TX |
| CHAMPLIN, DAVID R | 4703 LAKESIDE DR | COLLEYVILLE, TX |
| KONDA, SRINVAS | 4700 MEANDERING WAY | COLLEYVILLE, TX |
| O'HARA, DAVID K | 2615 MEANDERING CT | COLLEYVILLE, TX |
| THORNBURY HOMEOWNERS ASSN INC | PO BOX 211113 | BEDFORD, TX |
| SMITH, PATSY R | 3700 CHEEK SPARGER RD STE 180 | BEDFORD, TX |
| RANDKLEV, ROBERT M | 4708 MEANDERING WAY | COLLEYVILLE, TX |
| BLUEITT, DAMOND | 2607 MEANDERING CT | COLLEYVILLE, TX |
| SHARP, ROY | 4805 JIM MITCHELL TR E | COLLEYVILLE, TX |
| O'GORMAN, DENNIS | 4705 JIM MITCHELL TR E | COLLEYVILLE, TX |
| SAGEN, LAURA | 4800 MEANDERING WAY | COLLEYVILLE, TX |
| MCCLENDON, THOMAS E | 4803 MEANDERING WAY | COLLEYVILLE, TX |
| AYERS, JONATHAN P | 4205 GATEWAY DR STE 100 | COLLEYVILLE, TX |
| POETTCKER, JAMES D | 4611 CRESTHAVEN DR | COLLEYVILLE, TX |
| DRENNING, JASON | 4707 LAKESIDE DR | COLLEYVILLE, TX |
| TICE, KENNETH L | 4704 CRESTHAVEN DR | COLLEYVILLE, TX |
| HERNANDEZ, MOISES | 2500 VALLEY RIDGE CT | COLLEYVILLE, TX |
| HENSLEY, CLIFTON | 4711 LAKESIDE DR | COLLEYVILLE, TX |
| HEWITT, DANIEL C | 4715 LAKESIDE DR | COLLEYVILLE, TX |
| VINCENT LIVING TRUST | 4608 CRESTHAVEN DR | COLLEYVILLE, TX |
| DORRIS, TERRY W | 4712 LAKESIDE DR | COLLEYVILLE, TX |
| CARTER, KELLY | 4731 MEANDERING WAY | COLLEYVILLE, TX |
| DAVIS, MICHAEL ANDREW | 4703 CRESTHAVEN DR | COLLEYVILLE, TX |
| RAMIREZ, PEDRO | 2503 VALLEY RIDGE CT | COLLEYVILLE, TX |
| BROOK MEADOWS ADDITION | P.O. BOX 492 | COLLEYVILLE, TX |
| SUMMERBROOK ADDN (COLLEYVILLE) | P.O. BOX 864 | COLLEYVILLE, TX |
| GRAPEVINE COLLEYVILLE ISD | 3051 IRA E WOODS AVE | GRAPEVINE, TX |

**RESOLUTION R-22-4706**

**A RESOLUTION APPROVING A REQUEST FOR A VARIANCE TO SECTION 3.24.G, SCHEDULE OF DISTRICT REGULATIONS OF THE LAND DEVELOPMENT CODE, SPECIFICALLY FOR THE STREET SIDE YARD SETBACK IN THE R-20 SINGLE FAMILY RESIDENTIAL DISTRICT, FOR LOT 25, BLOCK H, OF THE BROOK MEADOWS ADDITION, LOCATED AT 4712 MEANDERING WAY**

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

Sec. 1. THAT the variance to allow for the addition of an elevator to encroach into the street side yard setback no more than three and one-half (3.5) feet located at 4712 Meandering Way (the "Property"), as depicted in Exhibit "A" hereto, is approved; and

Sec. 2. THAT this Resolution shall become effective immediately upon passage; provided that, the variance for the Property shall become effective immediately upon the conditions stated herein being fully satisfied.

**AND IT IS SO RESOLVED.**

PASSED BY A VOTE OF ___ AYES, ___ NAYS, ON THIS THE 22ND DAY OF MARCH 2022.

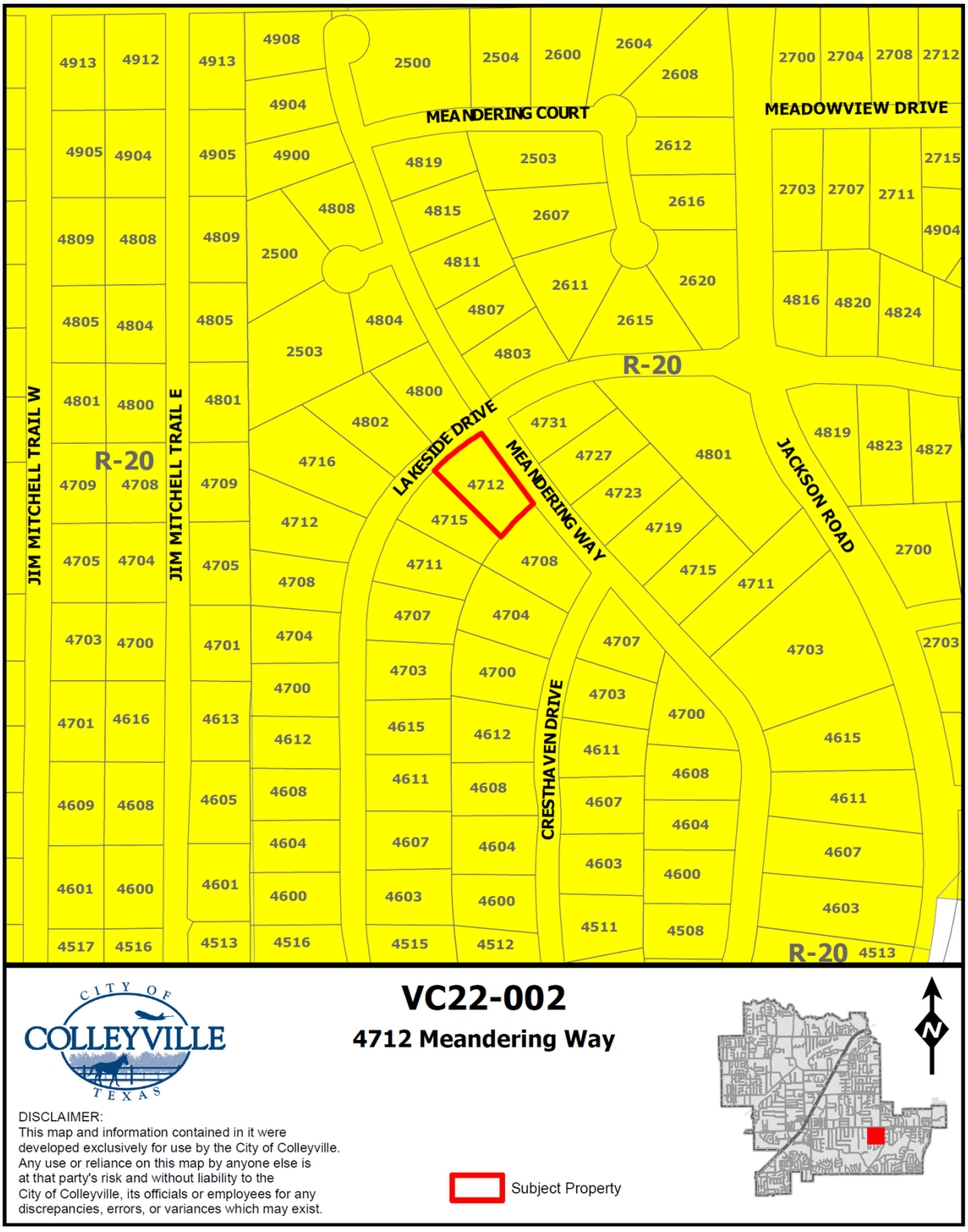
| | | | |
|---|---|---|---|
| Mayor Richard Newton | _____ | Mayor Pro Tem Bobby Lindamood | _____ |
| Place 1, Tammy Nakamura | _____ | Place 5, Chuck Kelley | _____ |
| Place 3, Kathy Wheat | _____ | Place 6, Callie Rigney | _____ |
| Place 4, George Dodson | _____ | | |

**ATTEST:** **CITY OF COLLEYVILLE**

Christine Loven, TRMC
City Secretary

Richard Newton
Mayor

# Attachment "A"




CITY OF COLLEYVILLE TEXAS

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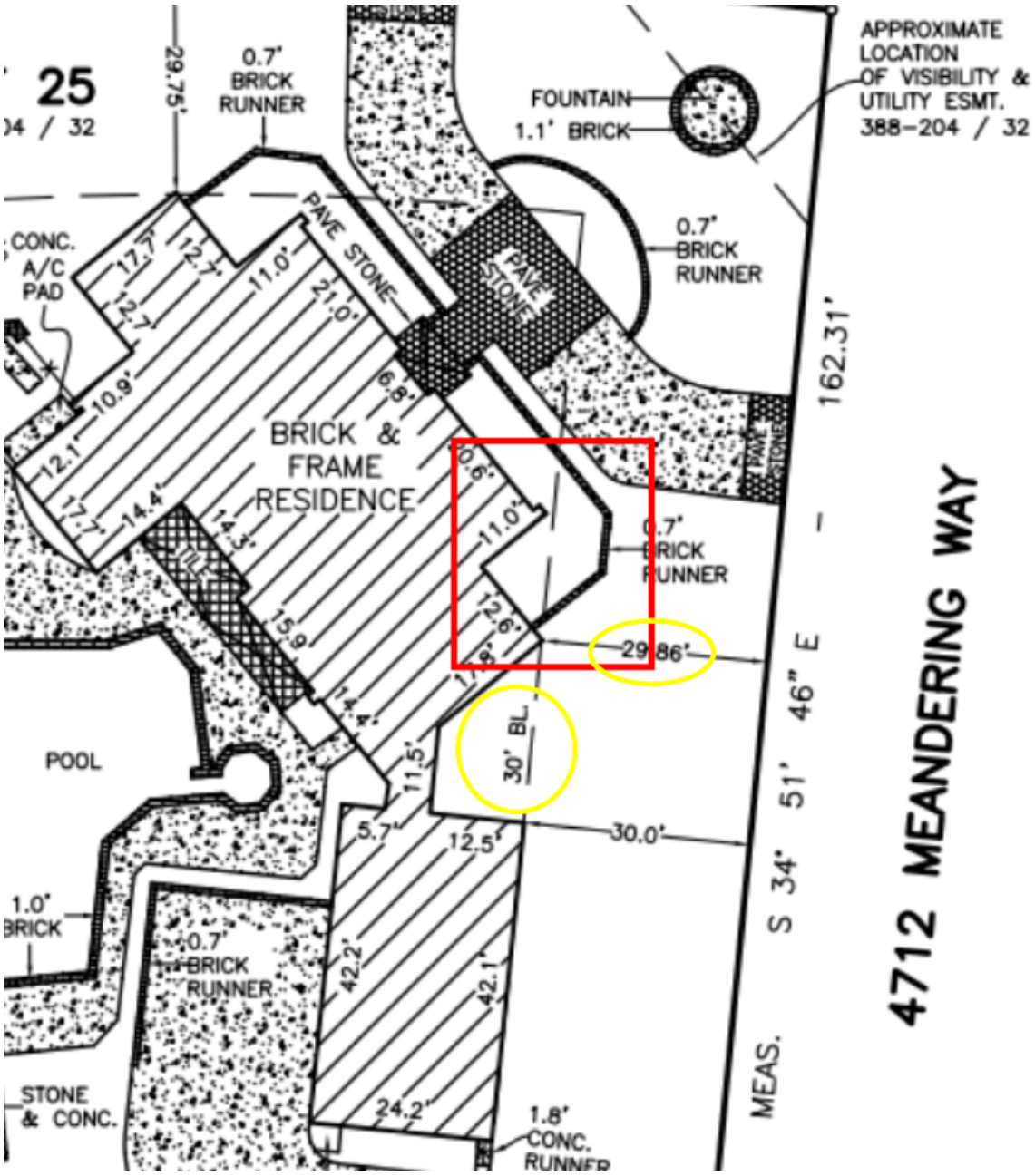
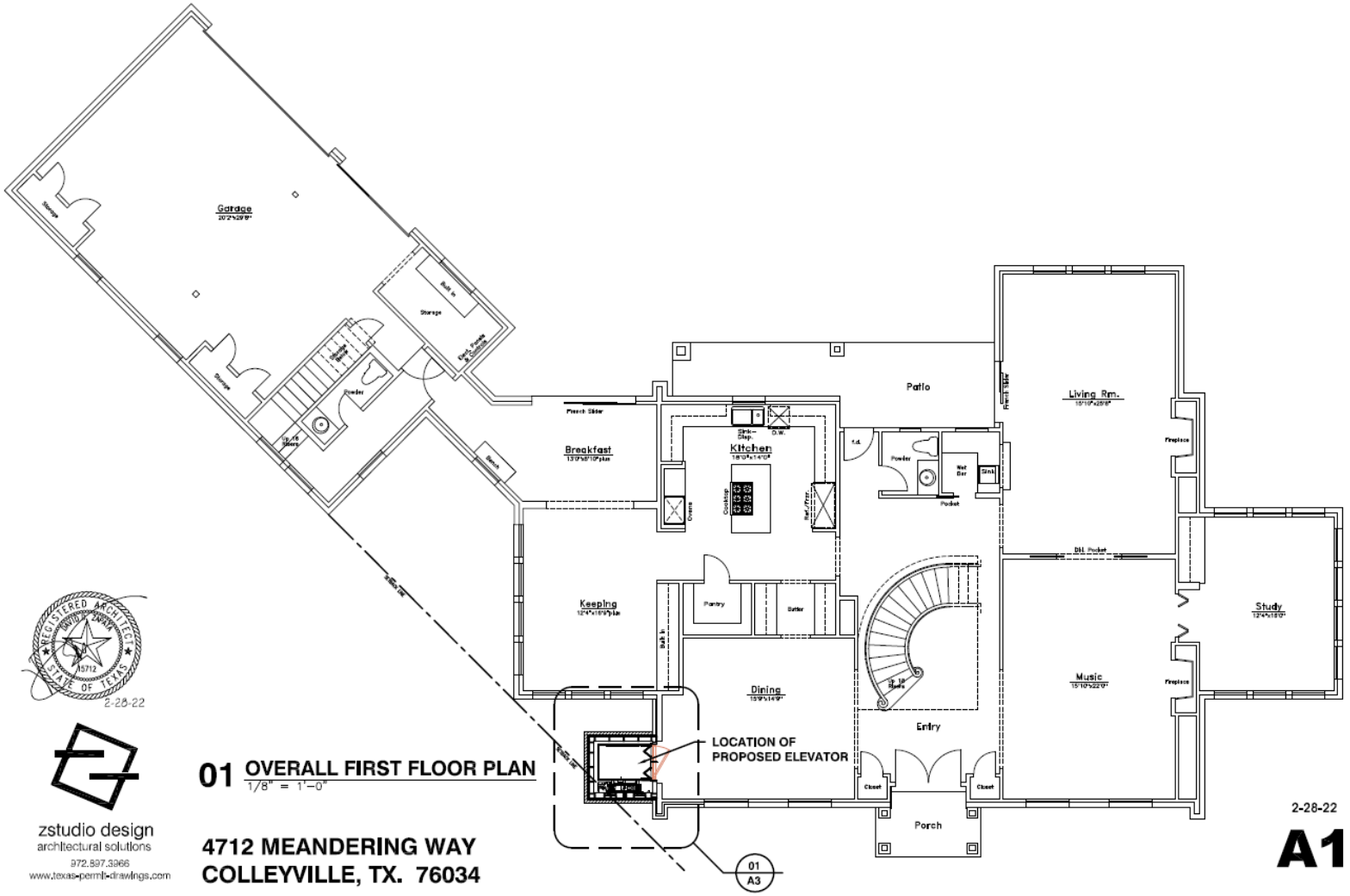
**Attachment "B"**






REGISTERED ARCHITECT
KEITH ZARSKY
5712
STATE OF TEXAS
2-28-22

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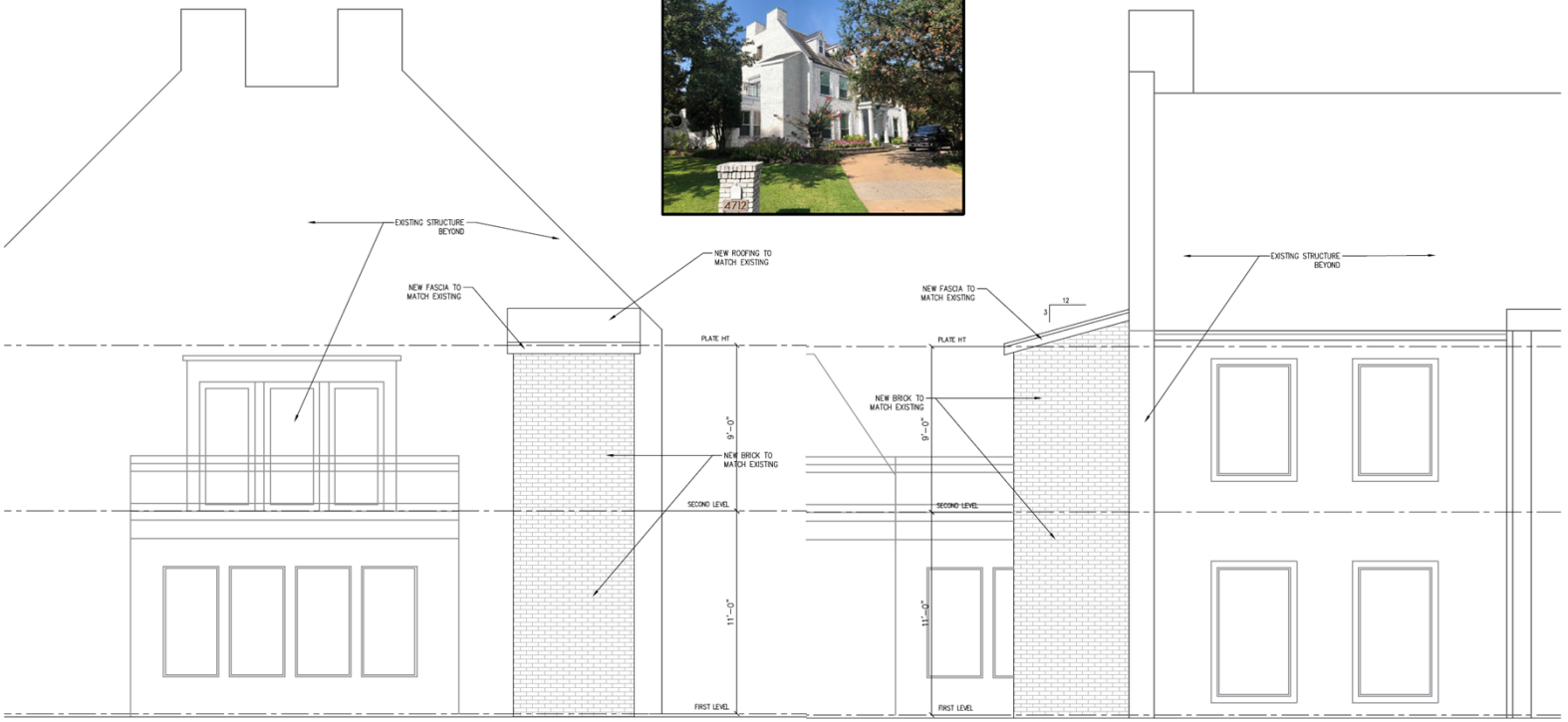
architectural solutions
972.897.3966
www.texas-permit-drawings.com

## 01 OVERALL FIRST FLOOR PLAN
1/8" = 1'-0"

**4712 MEANDERING WAY**
**COLLEYVILLE, TX. 76034**

2-28-22

# A1




## 02 PARTIAL EAST ELEVATIONS
3/16" = 1'-0"

## 01 PARTIAL NORH ELEVATION
3/16" = 1'-0"

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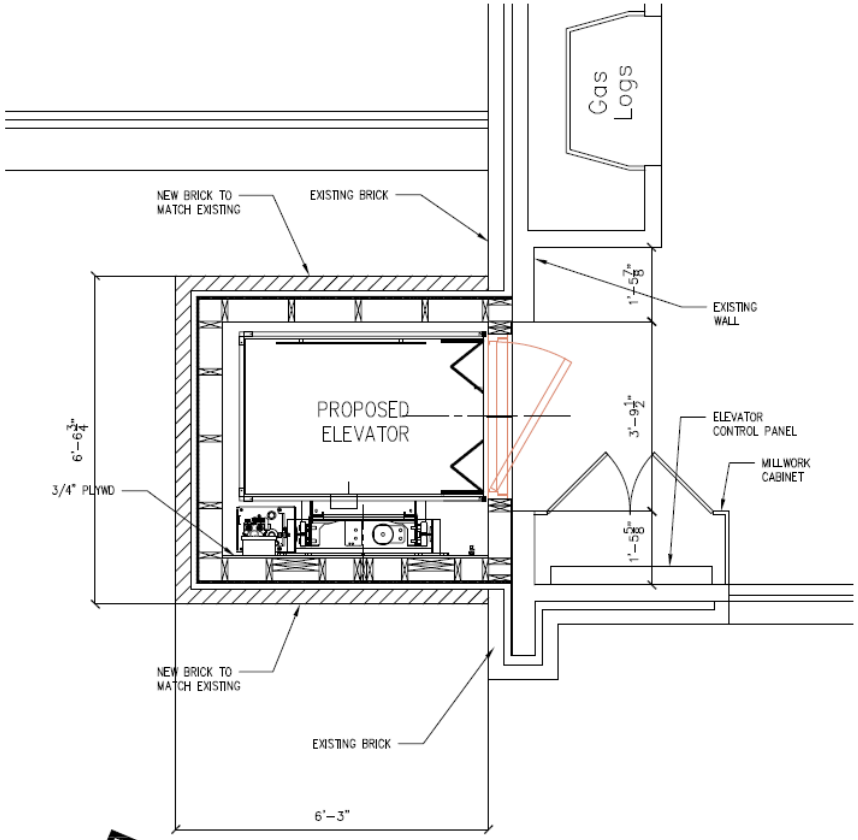
**4712 MEANDERING WAY**
**COLLEYVILLE, TX. 76034**

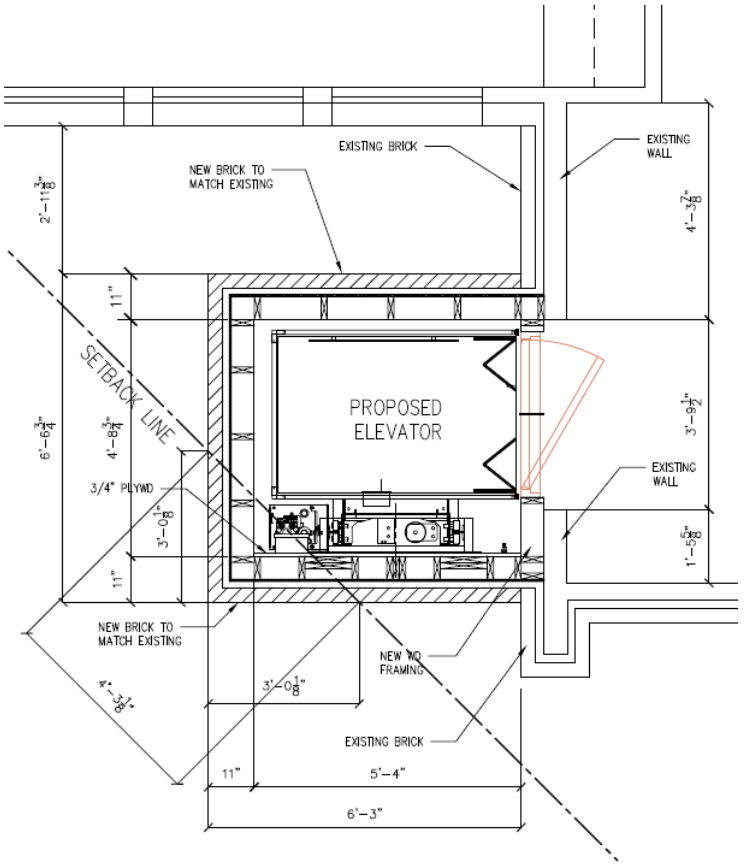
REGISTERED ARCHITECT
DAVID ZAPATA
15712
STATE OF TEXAS

12-24-21

**A4**




02 SECOND LEVEL ELEVATOR PLAN
1/2" = 1'-0"




01 FIRST LEVEL ELEVATOR PLAN
1/2" = 1'-0"

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**4712 MEANDERING WAY**
**COLLEYVILLE, TX. 76034**

REGISTERED ARCHITECT
DUSTIN R. ZUNIGA
#5712
STATE OF TEXAS
2-28-22

2-28-22

**A3**

# City of Colleyville
# City Council
# Agenda Briefing

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

**Agenda Number** 8b **Agenda Date** 3/22/2022 **Number** Resolution R-22-4707
**Type** Resolution
**Department** Finance

## Title
Approval of a resolution accepting the annual audit for the Fiscal Year ended September 30, 2021

## Strategic Plan
1.4 Communicate thoroughly and strategically
2.4 Demonstrate stewardship of public resources

## Explanation
***Reading and Public Hearing***

On Wednesday, March 2, 2022, the Audit Committee met with Jennifer Ripka, the audit engagement partner with the City's audit firm, Weaver and Tidwell, L.L.P., to review the results of the annual audit for Fiscal Year ended September 30, 2021, and the Statement on Auditing Standards 114 audit management letter. The City received an unmodified audit opinion (Independent Auditor's Report), which is the most favorable audit opinion an entity can receive. Jennifer Ripka will be present to give a brief presentation regarding the annual audit.

The Comprehensive Annual Financial Report (the Annual Report) for Fiscal Year ended September 30, 2021 is attached. A public copy of this report is also available for review in the City's Finance Department, Office of the City Secretary, and the Colleyville Public Library.

## Financial Impact
There is no financial impact to the City.

## Recommendation
Approve

## Attachments
1. Resolution R-22-4707
2. City of Colleyville Final Report

**RESOLUTION R-22-4707**

**ACCEPTING THE ANNUAL AUDIT FOR FISCAL YEAR ENDED SEPTEMBER 30, 2021**

**WHEREAS,** Section 9.06 C of the Charter of the City of Colleyville, Texas requires an independent audit at the close of each fiscal year by a certified public accountant; and

**WHEREAS,** the firm of Weaver and Tidwell, L.L.P., Certified Public Accountants has completed their audit of all City accounts and presented the audit to the City Council.

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

Sec. 1. THAT the annual audit for Fiscal Year ended September 30, 2021, is accepted.

**AND IT IS SO RESOLVED.**

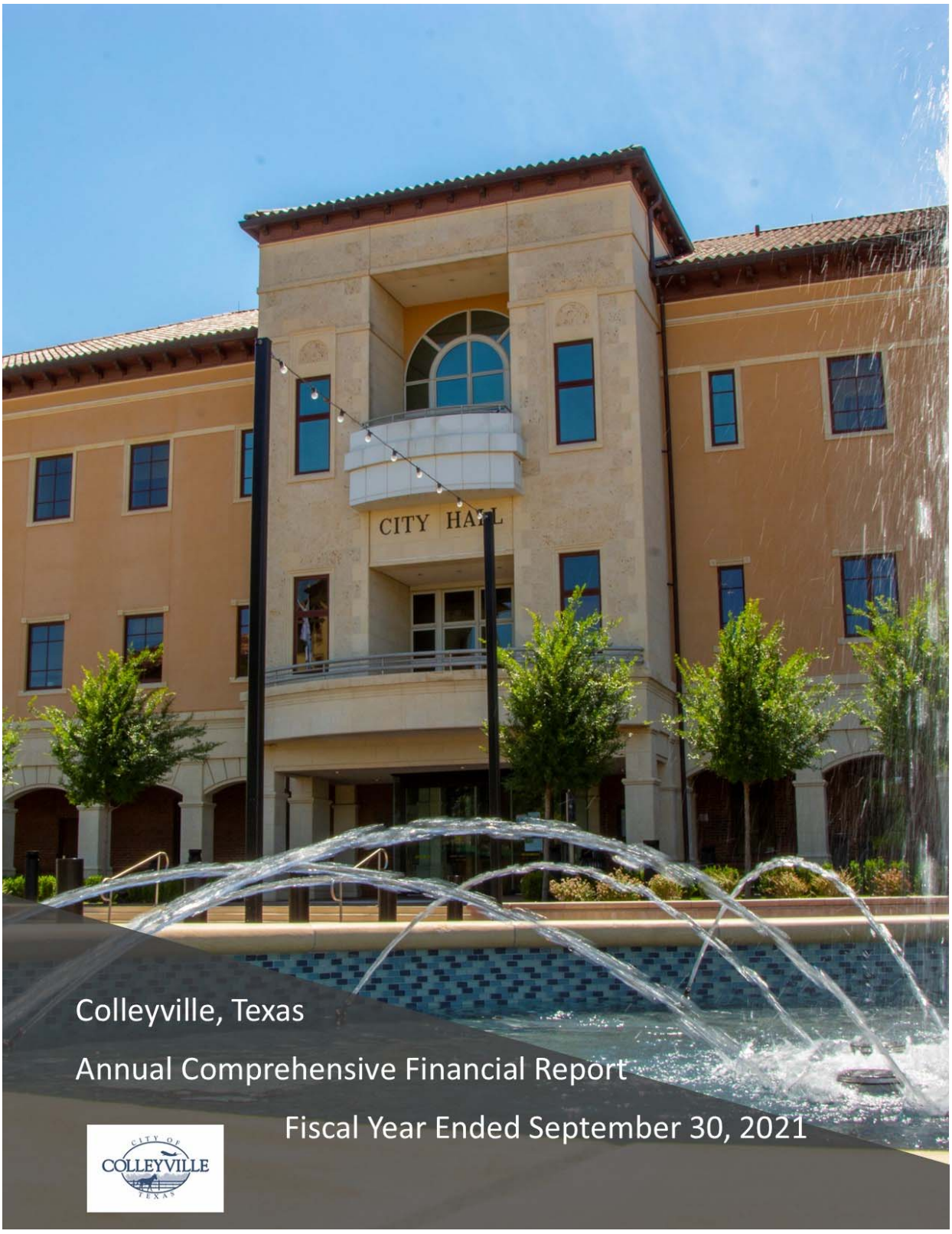
PASSED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 22ND DAY OF MARCH 2022.

| | | | |
|---|---|---|---|
| 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




# Colleyville, Texas

# Annual Comprehensive Financial Report

## Fiscal Year Ended September 30, 2021

**Prepared by Finance Department**

Kyle Lester — Director of Finance
Karen Hines — Accounting Manager

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# City of Colleyville, Texas

Annual Comprehensive Financial Report
For the Fiscal Year Ended September 30, 2021
Table of Contents


| | Exhibit | Page |
|---|---|---|
| **Introductory Section** | | |
| Letter of Transmittal | | v |
| Certificate of Achievement | | x |
| Organizational Chart | | xi |
| Principal Officials | | xii |
| **Financial Section** | | |
| Independent Auditor's Report | | 3 |
| Management's Discussion and Analysis | | 7 |
| **Basic Financial Statements** | | |
| Government-Wide Financial Statements: | | |
| Statement of Net Position | 1 | 23 |
| Statement of Activities | 2 | 24 |
| Fund Financial Statements: | | |
| Governmental Funds Financial Statements: | | |
| Balance Sheet | 3 | 31 |
| Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position | 4 | 32 |
| Statement of Revenues, Expenditures, and Changes in Fund Balance | 5 | 33 |
| Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balance to the Statement of Activities | 6 | 34 |
| Proprietary Funds Financial Statements: | | |
| Statement of Net Position | 7 | 36 |
| Statement of Revenues, Expenses, and Changes in Net Position | 8 | 37 |
| Statement of Cash Flows | 9 | 38 |
| Custodial Fund Financial Statement: | | |
| Statement of Fiduciary Net Position - Employee Activity Fund and Police Asset Forfeiture Fund | 10 | 41 |
| Statement of Changes in Fiduciary Net Position - Employee Activity Fund and Police Asset Forfeiture Fund | 11 | 42 |
| Notes to the Basic Financial Statements | 12 | 43 |
| **Required Supplementary Information** | | |
| Budgetary Comparison Schedules: | | |
| Budgetary Comparison Schedule - General Fund | A-1 | 76 |
| Budgetary Comparison Schedule - Colleyville Economic Development Fund | A-2 | 77 |
| Notes to Budgetary Comparison Schedules | | 79 |
| Schedule of Changes in Net Pension Liability and Related Ratios - TMRS | A-3 | 80 |
| Schedule of Contributions - TMRS | A-4 | 81 |
| Notes to Texas Municipal Retirement System - Net Pension Liability Required Supplementary Information | | 82 |
| Schedule of Changes in Net OPEB Liability and Related Ratios - TMRS | A-5 | 83 |
| Notes to Texas Municipal Retirement System- OPEB Liability | | 84 |

| | Exhibit | Page |
|---|---|---|
| **Combining And Individual Fund Financial Statements And Schedules** | | |
| Budgetary Comparison Schedule - Debt Service Fund | B-1 | 87 |
| Non-Major Governmental Funds | | 89 |
| Combining Balance Sheet | B-2 | 92 |
| Combining Statement of Revenues, Expenditures and Changes in Fund Balances | B-3 | 96 |
| Budgetary Comparison Schedule - Crime District Fund | B-4 | 100 |
| Custodial Funds: | | |
| Statement of Changes in Assets and Liabilities | C-1 | 102 |
| Combining Statement of Changes in Fiduciary Net Position | C-2 | 103 |
| **Statistical Section** | | |
| Net Position By Component | 1 | 108 |
| Changes in Net Position | 2 | 110 |
| Fund Balances - Governmental Funds | 3 | 112 |
| Changes in Fund Balances - Governmental Funds | 4 | 113 |
| Assessed Value and Estimated Actual Value of Taxable Property | 5 | 114 |
| Direct and Overlapping Property Tax Rates | 6 | 115 |
| Principal Property Tax Payers | 7 | 116 |
| Property Tax Levies and Collections | 8 | 117 |
| Principal Water Customers | 9 | 118 |
| Ratio of Outstanding Debt by Type | 10 | 119 |
| Ratio of General Bonded Debt Outstanding | 11 | 120 |
| Direct and Overlapping Governmental Activities Debt | 12 | 121 |
| Pledged Revenue Coverage | 13 | 122 |
| Demographic and Economic Statistics | 14 | 124 |
| Principal Employers | 15 | 125 |
| Full-Time Equivalent City Government Employees By Function/Program | 16 | 126 |
| Operating Indicators By Function/Program | 17 | 127 |
| Capital Asset Statistics By Function/Program | 18 | 128 |

# Introductory Section

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March 17, 2022

To the Citizens of the City of Colleyville:

The Annual Comprehensive Financial Report of the City of Colleyville (the "City") for the fiscal year ended September 30, 2021, is hereby submitted. Responsibility for both the accuracy of the data, and completeness and fairness of the presentation, including all disclosures, rests with the City. To the best of our knowledge and belief, the enclosed data are accurate in all material respects and are reported in a manner designed to present fairly the financial position, results of operations and cash flows of the various funds of the City. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

In developing and evaluating the City's accounting system, consideration is given to the adequacy of internal accounting controls. These controls are designed to provide reasonable, but not absolute, assurance regarding the safeguarding of assets against loss from unauthorized use or disposition, and the reliability of financial records for preparing financial statements and maintaining accountability for assets. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived, and the evaluation of costs and benefits requires estimates and judgments by management. We believe that the City's current system of internal controls adequately safeguards assets and provides reasonable assurance of proper recording of financial transactions.

As required by the City's charter, the financial statements have been audited by Weaver and Tidwell, L.L.P., a firm of certified public accountants. The goal of the independent audit was to provide reasonable assurances that the financial statements of the City of Colleyville for the fiscal year ended September 30, 2021, are free of material misstatement. The independent audit involved examining on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unqualified opinion that the City of Colleyville's financial statements for fiscal year ended September 30, 2021, are presented in conformity with generally accepted accounting principles (GAAP).

As required by GAAP, management provides a narrative introduction, overview and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the independent auditors report.

## PROFILE OF THE GOVERNMENT

On January 10, 1956, the City of Colleyville was incorporated and adopted a home-rule charter on January 15, 1977. It has a Council-Manager form of government with policy making and legislative authority vested in a governing body consisting of a Mayor and six Council members. The Mayor and Council are responsible for passing ordinances, adopting the budget, appointing board and committee members, and hiring the City Manager. The City Manager is responsible for carrying out the policies and ordinances of the Mayor and Council, overseeing the day-to-day operations of the City, and appointing department directors upon confirmation by the City Council. The Mayor and six Council members are elected on an at large, non-partisan basis for three year terms. The three year terms are staggered so that the Mayor and City Council persons from Place 1 and 2 are elected in year one, City Council persons from Places 3 and 4 are elected in year two, and City Council persons from Places 5 and 6 are elected in year three. Per the City Charter, no one person can serve as a council member or mayor for more than two consecutive three year terms.

The City provides a full range of municipal services. These services include police and fire protection, municipal court, streets, drainage utility, leisure services (parks and recreation, Colleyville Center and library), water and sewer, engineering/community development, and general administrative services. Based upon the criterion set forth in generally accepted accounting principles, the following organizations are includable within the City's reporting entity:

| Entity | Method of Inclusion |
|---|---|
| Colleyville Economic Development Corporation (CEDC) | Blended |
| Colleyville Crime Control and Prevention District | Blended |
| Colleyville Tax Investment Financing Reinvestment Zone Zone Number One (TIF) | Discretely Presented |

The City Charter of the City of Colleyville establishes the fiscal year as October 1 through September 30. The Charter requires the City Manager to submit a proposed budget and accompanying budget message to the City Council each year and the proposed budget is presented to the City Council at a budget work session. After public hearings at two consecutive regular City Council meetings, the Council may adopt the proposed budget, with or without amendment. The budget ordinance is to be adopted no later than the 30th day of September and requires an affirmative vote of a majority of the Council. The City maintains budgetary control by adopting an annual operating budget for the General Fund, Debt Service Fund, Hotel Tax Fund, Drainage Utility Fund, and Water and Sewer Enterprise Fund. In conjunction with two corresponding boards of directors, the City also adopts annual operating budgets for the Colleyville Crime Control and Prevention District as well as the Colleyville Economic Development Corporation. Detail control is maintained at the line item level by encumbering available funds at the time a purchase order is written. Encumbrances lapse at fiscal year-end, but can be re-appropriated through a budget amendment during the following fiscal year. The City Manager is authorized to transfer budgeted amounts between departments within any fund. However, any revisions that alter the total expenditures of any fund must be approved by the City Council.

## LOCAL ECONOMY

The City of Colleyville is a residential-oriented community located 11 miles northeast of the City of Fort Worth, 22 miles northwest of Dallas and 5 miles west of Dallas/Fort Worth International Airport in Northeast Tarrant County. During the fiscal year, the City issued 61 residential building permits as well as 105 permits for residential additions and remodels. The average appraised value of a residential property was $586,348. The City also issued 86 certificates of occupancy for new, remodeled, and expanding businesses. Finally, two new office buildings were developed in 2021 at 1109 Glade Road and 6240 Colleyville Blvd.

In addition to these developments, Colleyville expects to see the following developments in the near future:

- A Towne Center Animal Hospital at 4401 Colleyville Blvd;
- A new retail/restaurant building;
- The occupation of an existing structure by HTeaO at 4917 Colleyville Blvd; and
- A new dine-in movie theater occupying the space vacated by Studio Movie Grill, set to open in early March 2021

Infrastructure projects completed in fiscal year 2021 include roundabouts on Westcoat Drive at McDonwell School Road and John McCain Road, a right-hand turn lane at L.D. Lockett Road and Precinct Line Road, water improvements in the Apple Valley and Rustric Trails area, multiple sidewalk segments, and improvements to the John McCain hike & bike trail. Additionally, approximately 10 lane miles were resurfaced, including:

- Black Drive
- Bowden Hill
- Cheshire Drive
- Charismac
- Devon Drive
- Dorset Drive
- Durham Drive
- John McCain (West)
- Langley Hill Lane
- Lexington Parkway
- Martin Parkway
- Middelton
- Pembrook Parkway West/South
- Scarborough East/Court
- Warwick
- York Drive
- Pleasant Run (John McCain N.)

Projects in progress or nearing completion include large scale construction projects which include utility and drainage infrastructure along with sidewalks and trails on Pleasant Run, Glade, and Cheek-Sparger Roads, State-Highway 26 beautification efforts, facility renovations at the public works service center, exterior site improvements at the Justice Center, and interior renovations to the Library and City Hall complex.

**For the Future.** Future infrastructure, rehabilitation and renovation projects scheduled include utility and roadway improvements on both Robert's and Tinker Roads, connectivity sidewalk/trail construction as well as paths on Bedford and Bransford Roads, various street resurfacing improvements in partnership with Tarrant County, rehabilitation of the City's historic fire station, renovations and improvements to the Senior Center, construction of site and landscape improvements to Colleyville Gateways including tower structures along Colleyville Boulevard from John McCain Road to Brown Trail, and water/wastewater line improvements in the Quail Crest/Woodbriar and Pecan Park areas.

## FINANCIAL INFORMATION

### Financial Policies

The City of Colleyville operates under financial policies that include multiple components to provide consistency, clarity, and appropriate statutory compliance in the City's financial processes. The City's Charter provides a strong foundation, outlining requirements for the annual budget, monthly financial reports, and annual audit. Additional policies such as the Investment Policy, reviewed annually by the City Council, and the Fund Balance

Policy, reviewed every three years by the Audit Committee, provide further detail and guidance. Decisions are also made in accordance with any existing bond covenants or state law.

**Long Term Financial Planning**

In Fiscal Year 2005, the City Council adopted a Fund Balance Policy requiring a 90 day reserve for fund balance in both the General Fund and the Utility Fund. In Fiscal Year 2011, the policy was updated to reflect the designations of non-spendable, restricted, committed, assigned and unassigned as required by GASB 54. At the end of Fiscal Year 2021, both the General Fund and the Utility Fund have a fund balance in excess of the required 90 day reserve. Amounts in excess of the reserve may be used to fund one-time capital expenditures.

In January 2017, the City Council held a Visioning Workshop and created a new Strategic Plan, with support from an outside facilitator and senior staff. The Strategic Plan included an updated Vision, Mission, and Values. The Strategic Plan also articulated six overall goals and several strategies to achieve each, as shown below in the version that was updated in June 2018. For each strategy identified, one or more objectives were assigned.

Staff's role is to manage City activities and finances in a way that reflects the City Council's and the community's highest priorities. Development of the annual budget is guided by the priorities outlined in the City of Colleyville's Strategic Plan. Every new effort and element of the City's budget, including existing programs, is tied to one or more of these goals, strategies, and objectives.

As a part of the annual budget process, an updated five-year forecast for the General Fund, Hotel Tax Fund, Utility Fund, Drainage Fund, Crime Control and Prevention District Fund, Economic Development Corporation Fund, and Debt Service Fund is presented to the City Council with the proposed budget. The budget process also includes an annual update of the five-year capital improvement program (CIP). Projects in the CIP are funded from a variety of sources including the Capital Projects Fund, Utility Capital Projects Fund, the Tax Increment Financing (TIF) District Fund, or Special Revenue Funds. The Capital Projects Fund accounts for money

transferred from the General Fund for use on capital projects, street impact fees, perimeter street fees, and other funds for general capital projects. For internal reporting and tracking, a Utility Capital Projects Fund was created in Fiscal Year 2017 to account for money transferred from the Utility Fund (the operating fund) for use on utility capital projects, water impact fees, and wastewater impact fees. For the ACFR purposes, the activity for the Utility Fund and the Utility Capital Projects Fund are combined as the Water and Wastewater Fund activity.

## AWARDS AND ACKNOWLEDGEMENTS

**Awards.** The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Colleyville for its annual comprehensive financial report for the fiscal year ended September 30, 2020. This was the 32nd consecutive year that the City has received this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to GFOA to determine its eligibility for another certificate.

In addition, the City also received the GFOA's Distinguished Budget Presentation award for its annual budget dated October 1, 2010. In order to qualify for this award, the City's budget document was judged to be proficient in several categories, including as a policy document, a financial plan, an operations guide, and a communications device.

**Acknowledgements.** The preparation of this report could not be accomplished on a timely basis without the dedicated endeavors of the entire staff of the Finance Department. We would like to express our sincere appreciation to all employees who contributed to the preparation. Additionally, we would also like to thank the Mayor, City Council, and City Manager for their support in planning and conducting the financial operations of the City in a responsible and progressive manner.

Respectfully submitted,

Kyle Lester, CGFO
Finance Director

Karen Hines
Accounting Manager

Government Finance Officers Association

# Certificate of Achievement for Excellence in Financial Reporting

Presented to

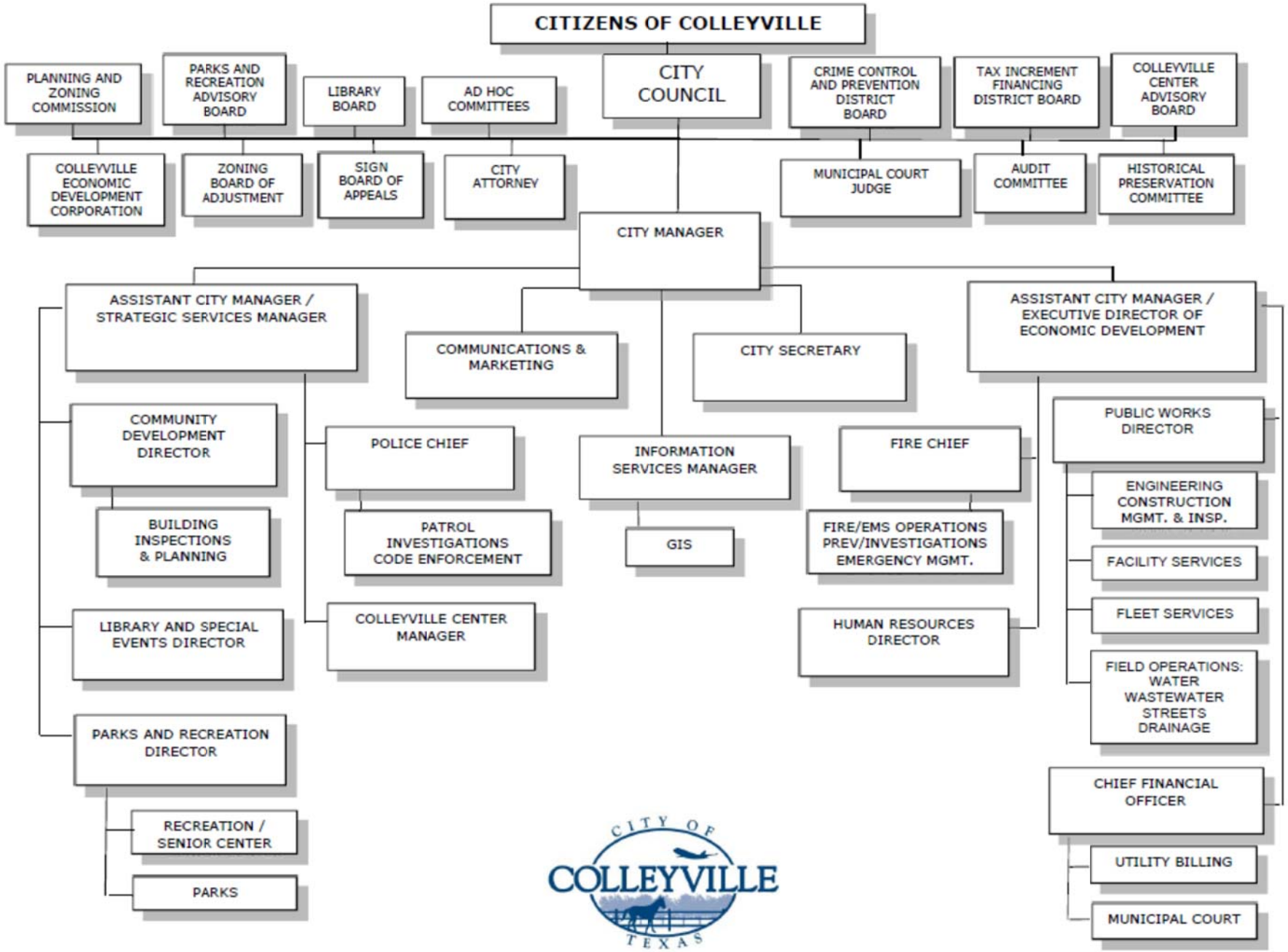
**City of Colleyville**
**Texas**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2020

Christopher P. Morrill

Executive Director/CEO


CITIZENS OF COLLEYVILLE
CITY COUNCIL
PLANNING AND ZONING COMMISSION
PARKS AND RECREATION ADVISORY BOARD
LIBRARY BOARD
AD HOC COMMITTEES
CRIME CONTROL AND PREVENTION DISTRICT BOARD
TAX INCREMENT FINANCING DISTRICT BOARD
COLLEYVILLE CENTER ADVISORY BOARD
COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION
ZONING BOARD OF ADJUSTMENT
SIGN BOARD OF APPEALS
CITY ATTORNEY
MUNICIPAL COURT JUDGE
AUDIT COMMITTEE
HISTORICAL PRESERVATION COMMITTEE
CITY MANAGER
ASSISTANT CITY MANAGER / STRATEGIC SERVICES MANAGER
COMMUNICATIONS & MARKETING
CITY SECRETARY
ASSISTANT CITY MANAGER / EXECUTIVE DIRECTOR OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT DIRECTOR
POLICE CHIEF
INFORMATION SERVICES MANAGER
FIRE CHIEF
PUBLIC WORKS DIRECTOR
BUILDING INSPECTIONS & PLANNING
PATROL INVESTIGATIONS CODE ENFORCEMENT
GIS
FIRE/EMS OPERATIONS PREV/INVESTIGATIONS EMERGENCY MGMT.
ENGINEERING CONSTRUCTION MGMT. & INSP.
FACILITY SERVICES
LIBRARY AND SPECIAL EVENTS DIRECTOR
COLLEYVILLE CENTER MANAGER
HUMAN RESOURCES DIRECTOR
FLEET SERVICES
FIELD OPERATIONS: WATER WASTEWATER STREETS DRAINAGE
PARKS AND RECREATION DIRECTOR
CHIEF FINANCIAL OFFICER
RECREATION / SENIOR CENTER
UTILITY BILLING
PARKS
MUNICIPAL COURT
CITY OF COLLEYVILLE TEXAS

IX.

# CITY OF COLLEYVILLLE, TEXAS

## HOME RULE, COUNCIL – MANAGER FORM OF GOVERNMENT

## CITY OFFICIALS

## YEAR ENDED SEPTEMBER 30, 2021

Richard Newton
Mayor

Tammy Nakamura
Councilmember, Place 1

Bobby Lindamood
Mayor Pro Tem and
Councilmember, Place 2

Kathy Wheat
Councilmember, Place 3

George W. Dodson
Councilmember, Place 4

Chuck Kelley
Councilmember, Place 5

Callie Rigney
Councilmember, Place 6

Jerry Ducay
City Manager

Kyle Lester
Director of Finance

Karen Hines
Accounting Manager

# Financial Section

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weaver
Assurance • Tax • Advisory

**Independent Auditor's Report**

To the Members of the City Council
and City Manager
City of Colleyville, Texas

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Colleyville, Texas (the City) as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

***Management's Responsibility for the Financial Statements***

The City's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

The Members of the City Council and Manager of
City of Colleyville, Texas

***Emphasis of Matter***

As discussed in Note 14 to the financial statements, the City implemented Government Accounting Standards Board (GASB) Statement No. 84, Fiduciary Activities during the year ended September 30, 2021. Beginning net position in the custodial funds have been restated as a result of the implementation of this statement. Our opinions are not modified with respect to this matter.

***Other Matters***

*Required Supplementary Information*
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis (pages 7 through 17), budgetary comparison information (pages 76 through 77), and TMRS pension and OPEB schedules (pages 80 through 84) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Other Information*
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual fund financial statements and schedules, and statistical section, are presented for purposes of additional analysis and are not a required part of the financial statements.

The combining and individual fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and schedules are fairly stated in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

The Members of the City Council and Manager of
City of Colleyville, Texas

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 17, 2022, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Dallas, Texas
March 17, 2022

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## Management's Discussion and Analysis

As management of the City of Colleyville, we offer readers of the City's financial statement this narrative overview and analysis of the financial activities of the City for the fiscal year Ended September 30, 2021. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages v – x of this report

### Financial Highlights

- The assets plus the deferred outflows of resources of the City of Colleyville exceeded its liabilities plus the deferred inflows of resources as of September 30, 2021, by $229,178,809 (net position). Of this amount, $59,715,281 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors in accordance with the City's fund designation and fiscal policies.
- The City's total net position increased by $10,644,857 over FY2020 operations.
- As of the close of the current fiscal year, the City of Colleyville's governmental funds reported combined ending fund balances of $48,349,759.
- As of September 30, 2021, unassigned fund balance for the General Fund was $10,233,533, or 44.07% of the total General Fund expenditures.

### Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: (1) government-wide financial statements, (2) fund financial statements and (3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

***Government-wide Financial Statements***. The government-wide financial statements, which begin on page 23 of this report, are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the City's assets, liabilities, and deferred inflows/outflows of resources, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities presents information showing how the City's net position changed during the fiscal year. All changes in net position are reported when the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.

Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in the future fiscal periods (e.g., uncollected taxes and earned but unused compensated absences). Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include General Government, Public Safety, Public Works, and Cultural and Recreation. The business-type activities of the City include Water and Wastewater, and Drainage Utility.

*Fund Financial Statements* – A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental, funds, proprietary funds, and fiduciary funds. The fund financial statements for governmental funds, proprietary funds, and fiduciary funds can be found in the financial section of this report.

*Governmental Funds* – Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on current sources and uses of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluation a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental fund statements of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Beginning on page 31 of this report, information is presented separately in the Governmental Fund Balance Sheet and in the Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances for the General Fund, Capital Projects, Colleyville Economic Development, and Debt Service Fund, all of which are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

*Proprietary Funds* – The City maintains one type of proprietary fund. Enterprise Funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses Enterprise Funds to account for the Water and Wastewater and Drainage Utility Funds.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The basic proprietary fund financial statements, which begin on page 36 of this report, provide separate information for the Water and Wastewater and Drainage Utility Enterprise Funds since these are considered to be major funds of the City.

*Fiduciary Funds* – Fiduciary funds are used to account for resources held for the benefit of parties outside the City. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The Fiduciary fund statements begin on page 41 of this report. The accounting used for fiduciary funds is similar to the accounting used for proprietary funds. The City has two custodial funds: Employee Activity and Police Asset Forfeiture Fund. The custodial funds account for funds held in an agency capacity for the benefit of the City employees and for the benefit of the City's historical purposes.

*Notes to the Financial Statements* – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 43 – 71 of this report.

*Other Information* – In addition to the basic financial statements and accompanying notes, this report also presents combining fund statements and schedules that further support the information in the financial statements. The combining fund statements and schedules for non-major funds are presented beginning on page 92 of this report.

## Governmental-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of government's financial position. In the case of the City of Colleyville, assets plus deferred outflows of resources exceeded liabilities plus the deferred inflows of resources by $229,178,809 as of September 30, 2021.

The largest portion of the City's net position ($159,093,107) reflects its investments in capital assets (e.g., land, building, equipment, improvements, construction in progress and infrastructure), less any outstanding debt used to acquire those assets. The City uses these capital assets to provide service to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

### City of Colleyville's Net Position

| | Governmental Activities | | Business-type Activities | | Total Primary Government | |
|---|---|---|---|---|---|---|
| | 2021 | 2020 | 2021 | 2020 | 2021 | 2020 |
| Current and other assets | $ 51,458,888 | $ 47,487,196 | $ 26,017,659 | $ 26,182,420 | $ 77,476,547 | $ 73,669,616 |
| Capital assets, net | 116,965,637 | 115,042,547 | 45,950,733 | 44,435,848 | 162,916,370 | 159,478,395 |
| Total assets | 168,424,525 | 162,529,743 | 71,968,392 | 70,618,268 | 240,392,917 | 233,148,011 |
| Deferred outflows of resources | 2,364,678 | 2,139,548 | 310,790 | 279,052 | 2,675,468 | 2,418,600 |
| Current liabilities | 2,773,761 | 1,786,959 | 2,230,938 | 1,744,555 | 5,004,699 | 3,531,514 |
| Long-term liabilities | 6,612,417 | 11,071,174 | 409,736 | 424,142 | 7,022,153 | 11,495,316 |
| Total liabilities | 9,386,178 | 12,858,133 | 2,640,674 | 2,168,697 | 12,026,852 | 15,026,830 |
| Deferred inflows of resources | 1,628,018 | 1,755,802 | 234,706 | 253,129 | 1,862,724 | 2,008,931 |
| Net position | | | | | | |
| Net Investment in capital assets | 113,142,374 | 106,590,084 | 45,950,733 | 44,311,565 | 159,093,107 | 150,901,649 |
| Restricted | 10,370,421 | 7,709,937 | - | - | 10,370,421 | 7,709,937 |
| Unrestricted | 36,262,212 | 35,755,335 | 23,453,069 | 24,163,929 | 59,715,281 | 59,919,264 |
| Total net position | $ 159,775,007 | $ 150,055,356 | $ 69,403,802 | $ 68,475,494 | $ 229,178,809 | $ 218,530,850 |

A portion of the City's net position ($10,370,421) represents resources that are subject to external restriction on how they may be used. The remaining balance ($59,715,281) of unrestricted net position may be used to meet the City's ongoing obligation to citizens and creditors in accordance with the City's fund designation and fiscal policies.

As of September 30, 2021, the City has positive balances in all three categories of net position, both for the City as a whole, as well as for its governmental and business-type activities separately. Fiscal year 2021 governmental activities resulted in a $9,716,549 increase in net position. That increase was due to higher revenue intake, including approximately $3.356 million in Federal Coronavirus State and Local Fiscal Recovery funds, and continued investment in the City's capital assets. Fiscal year 2021 business-type activities resulted in a $928,308 increase in net position. The City has two contracts with the Trinity River Authority of Texas (TRA) for the purchase of treated water and for the transportation, treatment and disposal of sanitary sewage and other waste. In fiscal year 2021, TRA refunded the City more than $1.45 million after calculating the authority's true up balances. Additionally, the TRA did not invoice the City for October and November, resulting in a net gain to the City of almost $1.9 million. Conversely, FY21 was the City's second partial year to decline charging penalties to customers, due to the pandemic. Whereas this revenue is typically budgeted at $200,000 annually, the City only collected a little over $82,000. Penalty charges were reinstated for the second half of the fiscal year. The City also experienced a 1.66% increase in the water and wastewater customer base.

Tiered rates which have been in place since December 2012 were replaced with a flat rate structure in July 2016. The flat rate provides a more equitable basis for our residents by charging a flat base rate that varies depending on the meter size (rather than consumption) and a flat volumetric rate per thousand gallons of usage. The new rate structure gave the residents a relief from high water bills in summer months. Risk to the City is minimized under the new utility rate structure adopted in Fiscal Year 2016, which recovers all of the City's distribution and collection costs in the base rate component and costs related to the purchase of treated water or wastewater treatment are recovered in the volumetric component of the rate.

Analysis of the City's Operations – The following table provides a summary of the City's operations for the year ended September 30, 2021. Governmental activities increased the City of Colleyville's net position by $9,716,549, and business-type activities contributed an increase to the City's net position of $928,308.

## City of Colleyville's Changes in Net Position

| | Governmental Activities | | Business-type Activities | | Total Primary Government | |
|---|---|---|---|---|---|---|
| | 2021 | 2020 | 2021 | 2020 | 2021 | 2020 |
| Revenues: | | | | | | |
| Program revenues: | | | | | | |
| Charges for services | $ 3,567,362 | $ 3,534,955 | $ 18,435,666 | $ 17,853,241 | $ 22,003,028 | $ 21,388,196 |
| Operating grants and contributions | 3,491,361 | 2,346,529 | - | - | 3,491,361 | 2,346,529 |
| Capital grants and contributions | 198,935 | 3,756,508 | - | 1,244,335 | 198,935 | 5,000,843 |
| General revenues: | | | | | | |
| Property tax | 16,398,025 | 16,075,481 | - | - | 16,398,025 | 16,075,481 |
| Sales tax | 9,445,150 | 8,248,647 | - | - | 9,445,150 | 8,248,647 |
| Franchise tax | 1,724,583 | 1,874,032 | - | - | 1,724,583 | 1,874,032 |
| Other tax | 235,209 | 198,861 | - | - | 235,209 | 198,861 |
| Investment income | 99,055 | 544,752 | 31,280 | 256,811 | 130,335 | 801,563 |
| Miscellaneous | 5,787,102 | 147,034 | 17,652 | 42,767 | 5,804,754 | 189,801 |
| Gain on sale of capital assets | 61,287 | 326,996 | - | 18,980 | 61,287 | 345,976 |
| Total revenues | 41,008,069 | 37,053,795 | 18,484,598 | 19,416,134 | 59,492,667 | 56,469,929 |
| Expenses: | | | | | | |
| General government | 5,668,238 | 5,791,425 | - | - | 5,668,238 | 5,791,425 |
| Community development | 1,591,996 | 1,609,571 | - | - | 1,591,996 | 1,609,571 |
| Fire and rescue | 6,740,521 | 6,437,928 | - | - | 6,740,521 | 6,437,928 |
| Leisure services | 4,499,889 | 4,569,933 | - | - | 4,499,889 | 4,569,933 |
| Maintenance | 775,477 | 729,754 | - | - | 775,477 | 729,754 |
| Municipal court | 638,025 | 579,980 | - | - | 638,025 | 579,980 |
| Police | 6,978,311 | 7,204,613 | - | - | 6,978,311 | 7,204,613 |
| Streets and drainage | 4,696,395 | 4,647,801 | - | - | 4,696,395 | 4,647,801 |
| Water and wastewater | - | - | 16,334,509 | 17,054,471 | 16,334,509 | 17,054,471 |
| Drainage | - | - | 812,505 | 730,276 | 812,505 | 730,276 |
| Interest on long-term debt | 111,944 | 234,986 | - | - | 111,944 | 234,986 |
| Total expenses | 31,700,796 | 31,805,991 | 17,147,014 | 17,784,747 | 48,847,810 | 49,590,738 |
| Increases (decreases) in net position before transfers | 9,307,273 | 5,247,804 | 1,337,584 | 1,631,387 | 10,644,857 | 6,879,191 |
| Transfers | 409,276 | 250,030 | (409,276) | (250,030) | - | - |
| Change in net position | 9,716,549 | 5,497,834 | 928,308 | 1,381,357 | 10,644,857 | 6,879,191 |
| Net position - October 1 | 150,055,356 | 144,557,522 | 68,475,494 | 67,094,137 | 218,530,850 | 211,651,659 |
| Cumulative effect of change in accounting principle | 3,102 | - | - | - | 3,102 | - |
| Net position - October 1, as restated | 150,058,458 | 144,557,522 | 68,475,494 | 67,094,137 | 218,533,952 | 211,651,659 |
| Net position - September 30 | $ 159,775,007 | $ 150,055,356 | $ 69,403,802 | $ 68,475,494 | $ 229,178,809 | $ 218,530,850 |

*Governmental Funds* – The focus of the City of Colleyville's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

In fiscal year 2021, the governmental funds' unassigned fund balance increased by $2,515,460 due primarily to Federal funds received from the American Rescue Plan Act (ARPA) of 2021. FY21 uses of the $3,356,384 included:

- $657,211 to recognize revenue loss, per Federal Government guidelines
- $1,454,822 for public safety Fire response pay in the General fund
- $417,831 for public safety Police response pay in the General fund
- $155,761 for public safety Police response pay in the Crime Control and Prevention District fund
- $670,759 for economic development grants in the Tax Increment Financing District fund

All funds receiving ARPA are classified as governmental with the exception of the Tax Increment Financing District Fund, meaning Governmental Funds received $2,685,625 in Federal funds in FY21, most of which stayed in the General Fund at year's end.

Additionally, the City's sales tax receipts came in with a 14.5% total year increase over FY20, led by sales from online and remote purchases. This resulted in almost $1.2 million in higher revenue across the General Fund, the Colleyville Economic Development Fund and the Crime Control and Prevention District Fund. High capital project spending, per the adopted capital improvement plan, decreased fund balance in some capital funds, resulting in a net increase of $2,515,460 to the governmental funds' unassigned balance.

The City benefits from a strong residential base which helps mitigate the negative effects of economic fluctuations. Despite having reduced its property tax rate this year, City's property tax revenue was almost $340,000 over FY20 as the result of new development as well as a higher-than-anticipated collection rate. Sales tax is the second largest revenue source and, as reported above, it finished the year with a 14.5% increase over FY20. As COVID-related economic restrictions eased up in the Spring, patronization of restaurants and other small businesses began to increase. However, as with the previous year the City continued its targeted promotion and grant programs to assist with small business improvements and advertising as well as encourage citizens to continue to shop locally. The following programs detail the efforts the city gave to encourage economic improvements and activity within its boundaries:

| Program | Description | FY21 Amount Spent |
|---|---|---|
| Gift Cards (5 rounds) | $35 gift cards mailed directly to residents and accepted by area businesses. The businesses would then redeem these at City Hall. | $ 915,585 |
| Façade Improvement Grants | Grants designed to assist businesses with signage and façade improvements. | $ 159,869 |
| Advertising/Promotional Grants | Grants designed to help promote and advertise businesses within Colleyville City limits | $ 101,000 |

Each of these programs utilizes the City's Tax Increment Financing funds to partner with local business to reinvest in Colleyville and improve quality of life for the community.

As discussed in the previous paragraph, and per policy enacted by City Council in the previous year, staff transferred the excess fund balance above reserve requirements to the Capital Projects Fund to fund future capital projects. The fiscal year 2021 excess fund balance allowed the Council to authorize a total transfer of $1,792,779 from the General Fund to the Capital Projects Fund, in addition to the originally budgeted transfers of $1,500,000 from the General Fund and $127,415 from the Utility Capital Fund, for a total inter-fund transfer in of $3,420,194. These transfers are in accordance with the City's policy to cash fund its capital improvement plan instead of relying on debt financing. The aforementioned transfers from the General Fund to the Capital Projects Fund were contained within funds that are in the governmental fund classification and did not change the total governmental activities fund balance.

Fiscal year 2021 Debt Service Fund balance decreased by $59,206 due to an adjustment in the State-mandated tax calculations that now account for any from previous years' property tax collections that exceeded budget. Additionally, the City of Colleyville is focused on reducing and eliminating debt, working toward a pay as you go method for large-scale capital improvements and purchases. To that end, the city has not issued any new tax supported debt since 2007. All debt issuances after that were refunding in nature.

*Proprietary Funds*- The unrestricted net position of the proprietary funds are $21,431,899 for the Water and Wastewater Fund and $2,021,170 for the Drainage Utility Fund. Additionally, fiscal year 2021 activities resulted in a total net position increase of $727,412 in the Water and Sewer fund and $200,896 for the Drainage fund.

Tiered water and wastewater rates which have been in place since December 2012 were replaced with a flat rate structure in July 2016. The flat rate provides a more equitable basis for our residents by charging a flat base rate that varies depending on the meter size (rather than consumption) and a flat volumetric rate per thousand gallons of usage. The new rate structure gave the residents a relief from high water bills in summer months. The new rates did include the continued pass-through of the Trinity River Authority water and wastewater rate increases, which are the only volumetric rates Colleyville customers pay. An added benefit of the City's flat, operational rate structure is that it helps mitigate the financial effects of major weather changes by ensuring the utility operations are covered through customers' base rates. The volumetric portion of the rates solely cover charges from the Trinity River Authority, which are passed through to customers. So while operating revenues fell short of budget by $1.26 million, this shortage was on the volumetric side of Colleyville's rates, and was more than offset by lower fees from the Trinity River Authority. As a result, the Water and Wastewater operating fund ended with a large budget surplus of over $1.9 million. Spending in the water and wastewater capital fund dropped this surplus to $727,412.

Drainage charges tend to be much more stable and came in at $6,323 above FY20 and more than $46,000 above budget.

*Governmental Activities* – There was an increase of $3,954,244 in governmental activities revenue compared to fiscal year 2020. The bulk of this increase came from the federal American Rescue Plan Act, which granted $3,356,385 to the City for operational and capital costs in response to the COVID pandemic. Additionally, Colleyville's strong residential property tax base helps mitigate the negative effects of economic fluctuations. Property values experienced a 2% growth over the prior year's certified values. Despite the tax rate reduction from $0.30680700/$100 valuation to $0.304365/$100 valuation, the City's actual property tax revenue was over $336,000 more than last year. Total sales tax revenues increased by an impressive 14.5%, or almost $1.2 million across the City. COVID-related closures continued through the first two quarters of the year, which resulted in storefront and restaurant closures/restrictions. However, Colleyville consumers continued to shift their buying habits to on-line purchases. These remote purchases kept the City well in positive territory even though sales tax from restaurants and in- person services decreased substantially. Partially mitigating these increases were losses in franchise tax and continued losses in hotel occupancy tax revenue. Franchise taxes decreased over FY21 by $103,000 due to changes made by the 86th Texas Legislature, and hotel occupancy taxes remained relatively stagnant from FY20. This marks the second year hotel taxes have come up short from its FY19 peak of $251,000 from COVID-related economic closures. In total, governmental activities experienced a total of $699,041 increase in tax revenues.

*Business-type Activities* – Colleyville has two enterprise operations, the Waste and Wastewater Fund and the Drainage Utility Fund. The total operating revenue of the Water and Sewer Fund was $17,439,917 for the fiscal year for an increase of $1,364,191 from fiscal year 2020. While consumption was lower than the previous fiscal year, increases to the City's base rate and the Trinity River Authority's (the Authority) volumetric rates, as well as a slight increase in Colleyville's customer base, can be attributed to the revenue increase. Adding to the Utility's surplus was a substantial refund from the Authority for overpayment in the previous fiscal year in the amount of $1,142,481. Furthermore, the Authority did not invoice Colleyville for water usage in the last two months of its fiscal year, resulting in the City collecting

revenue it did not have to pay to the Authority. As per the City's policy, this surplus will be reserved for use on the City's cash-funded capital improvement plan. This policy helps staff and council to keep utility rates as low as possible. The Utility Fund ended with a total budget surplus of $1.26 million, which was transferred from operations to capital projects for use on the 5-year capital improvement plan. Revenues from the Drainage Utility fund were slightly under FY20, with a small increase in drainage fees being offset by a decrease in interest earnings. Expenses were higher than FY20 by more than $86,000 due primarily to a full-time equivalent position being reallocated into this fund from the General Fund in FY21. In total, the Drainage Utility posted a $200,896 surplus, which will be reserved for use on the City's 5-year capital improvement plan.

*General Fund Budgetary Highlights* – With the FY21 budget, resources were allocated according to the priorities of our citizens and City Council, while maintaining the conservative fiscal approach that has allowed Colleyville to attain and maintain an AAA bond rating. Cost increases were absorbed via reductions in other expenses or by identifying alternative fund sources to allow any new revenue to be allocated for priority areas.

Colleyville's approach to budgeting places emphasis on maintaining business-like efficiency and keeping as low a tax rate as possible while maintaining or expanding service levels. As such, FY21 was the third year that the City adopted an effective property tax rate, meaning properties on both the 2020 and 2021 tax rolls would not pay a higher tax bill to the city over those two years. Any increases in property tax revenue would come as a result of new development, rather than a higher tax rate. Staff has also managed to absorb annual operational increases within its existing budget through appropriate use of restricted revenues such as hotel and sales tax as well as maintaining lean operations.

In FY17, a compensation and classification study was performed. It was a six month effort guided by a committee of citizens, Councilmembers, and staff and it resulted in a new compensation structure that was first implemented in fiscal year 2018. Employees earning below the new minimum salary of their position's pay range received a market adjustment to bring them into the new ranges, and feathering tenured employees into their ranges based on years of service to address compression. The FY21 budget continued to reflect the City Council's bold vision of fully implementing the recommendations of the 2017 Compensation and Classification Study by providing annual merit raises for all staff. A new compensation study will commence in FY22 in order to continue to keep up with the pace of the labor market.

Not counting the Federal ARPA and CARES Act funding, the General Fund's surplus was significantly lower than the previous year due to lower turnover and supplies and contractual expenses, some of which was related to repairs and electricity costs from the February storm.

Refer to the General Fund Budgetary Comparison Schedule on page 76 of this report for a detailed presentation of the actual General Fund operations compared to both the original and final budget for fiscal year 2021.

## Capital Assets

The City of Colleyville's investment in capital assets for its governmental and business-type activities as of September 30, 2021 amounts to $162,916,370, net of accumulated depreciation. This investment in capital assets includes land, building and equipment, improvements other than buildings, infrastructure, and construction work in progress. Declines in overall asset valuations were due to accumulated depreciation on aging assets. Major capital asset events occurring during the current fiscal year included the following:

- Capitalized over $2.4 million in street improvements, including Glade Road, Phase 2, 3, 4 design ($1.168m) and the John McCain Hike & Bike Trail ($1.065m).
- Capitalized almost $1.3 million for facility renovations, including a metal roof and interior renovations for the Colleyville Center (a total of $382,885), and renovations for Nature Center.

**City of Colleyville's Capital Assets at Year End**

| | Governmental Activities | | Business-type Activities | | Total Primary Government | |
|---|---|---|---|---|---|---|
| | 2021 | 2020 | 2021 | 2020 | 2021 | 2020 |
| Land | $ 9,178,641 | $ 9,178,641 | $ 304,839 | $ 304,839 | $ 9,483,480 | $ 9,483,480 |
| Buildings and improvements | 54,606,970 | 52,412,241 | 60,859 | 53,922 | 54,667,829 | 52,466,163 |
| Equipment | 14,853,817 | 14,451,083 | 2,806,093 | 2,284,467 | 17,659,910 | 16,735,550 |
| Infrastructure/water distribution sewer collection | 110,508,766 | 108,756,174 | 86,441,334 | 84,064,463 | 196,950,100 | 192,820,637 |
| Construction in progress | 4,701,098 | 3,331,988 | 3,055,761 | 2,261,840 | 7,756,859 | 5,593,828 |
| Less: accumulated depreciation | (76,883,655) | (73,087,581) | (46,718,153) | (44,533,683) | (123,601,808) | (117,621,264) |
| Total capital assets, net | $ 116,965,637 | $ 115,042,546 | $ 45,950,733 | $ 44,435,848 | $ 162,916,370 | $ 159,478,394 |

Additional information on the City's capital assets can be found in Note 5, pages 56 – 58 of this report.

## Debt Administration

At the end of the current fiscal year, the City of Colleyville had total bonded debt, notes payable and capital lease obligations of $3,823,263. Of this amount, $2,700,000 represents bonded debt backed by the full faith and credit of the government, and $950,475 represents debt from capital leases.

**Outstanding Debt and Year End**
**Bonds, Notes and Capitalized Lease Obligations Payable**

| | Governmental Activities | | Business-type Activities | | Total Primary Government | |
|---|---|---|---|---|---|---|
| | 2021 | 2020 | 2021 | 2020 | 2021 | 2020 |
| General obligation bonds and certificates of obligation | $ 2,700,000 | $ 3,110,000 | $ - | $ - | $ 2,700,000 | $ 3,110,000 |
| Sales tax revenue bonds | - | 4,775,000 | - | - | - | 4,775,000 |
| Revenue bonds payable | - | - | - | 125,000 | - | 125,000 |
| Capital lease obligations | 950,475 | 358,747 | | - | 950,475 | 358,747 |
| Bond premiums | 172,787 | 208,716 | - | - | 172,787 | 208,716 |
| Total long-term debt | $ 3,823,262 | $ 8,452,463 | $ - | $ 125,000 | $ 3,823,262 | $ 8,577,463 |
| Long-term debt to net position percentage | 2% | 6% | 0% | 0% | 2% | 4% |

The City's General Obligation, Tax and Water Works and Sewer System Certificates of Obligation, and Water Works and Sewer System Revenue Bond ratings are listed below.

| | Fitch Ratings | Standard & Poor's |
|---|---|---|
| General Obligations Bonds | AAA | AAA |
| Water Revenue Bonds | AAA | AAA |

In July 2016, the AAA rating on the City's General Obligation Bonds was reaffirmed by both Standard and Poor's and Fitch Ratings. These are the highest bond ratings assigned to municipal debt by these agencies. Additional information on the City of Colleyville's long-term debt can be found in Note 7 on pages 59 – 62 of this report

## Economic Factors and Next Year's Budgets and Rates

The properties in Colleyville City Limits are predominately residential, which tends to help mitigate the negative effects of economic fluctuations. Property values have rebounded from the declines experienced in fiscal years 2011 and 2012, and have experienced tremendous growth in the last several years. Certified values increased 4% in total from 2020 to 2021. However, one of the City Council's highest priorities is minimizing the tax burden of our citizens. As such, careful consideration is given to the amount of revenue (and associated tax rate) needed, as opposed to simply maintaining a tax rate that brings in ever increasing amounts of revenue due to increased property values. Any tax rate above the no-new-revenue tax rate (i.e., that brings in more revenue than the prior year, excluding revenue from new construction) must be fully justified, with the reasons for adopting such a rate clearly communicated. For fiscal year 2021, the City had a goal of adopting the no-new-revenue tax rate, which was achieved by adopting a tax rate of $0.304365/$100 valuation, a $0.002 reduction from the fiscal year 2020 tax rate of $0.306807/$100 valuation. This rate reduction serves to provide some relief to property owners receiving higher appraisal values, while also providing the revenue necessary to fund programs and services.

Sales tax is the second largest revenue source. This revenue stream makes up approximately 17% of the General Fund's annual operating revenue, and it has endured two major disruptions in the past several years. The first is the construction that took place along Colleyville's primary commercial corridor, Colleyville Boulevard (SH26), which concluded in 2020. The second disruption came in 2020 and 2021 as COVID-19 restricted commerce in the City's restaurant and in-person services sectors. For several surrounding communities, Colleyville included, consumers shifted their purchasing habits to online vendors, meaning that while brick-and-mortar storefronts felt significant financial pressure Colleyville maintained an increasing trajectory for its overall sales tax. As a result, Colleyville ended the year with an 14.5% increase in sales tax for FY21. Acknowledging the difficulty facing businesses within City boundaries, Colleyville staff responded to these by providing grants to businesses and gift cards to residents to encourage local economic activity. As is the City's policy, sales tax has been budgeted conservatively with slight growth for FY22 and limited growth in future years. As of the date of this report, the City's first FY 2022 collection has shown a remarkable 19.5% increase over FY 2021.

At the budget work session presentation in August, staff reviewed a five-year forecast for all operating funds. That forecast includes estimates for expenditures and the revenues necessary to continue balancing the budget. Ad valorem revenue was projected with average annual growth of about 3%, reflecting potential new growth on top of an effective tax rate. Conversely, sales tax was projected with 1.5%-2% growth. The forecast for General Fund expenditures includes average annual cost increases of approximately 2.5% for materials and contractual services required each year, as well as personnel costs to continue funding appropriate market and merit adjustments and increasing healthcare costs. These forecasts help staff and the City Council focus on the long-term budgetary implications of current funding decisions. They also help to put long-term goals into perspective relative to the overall resources available.

The fiscal year 2022 budget provides a staffing level of 208.09 full-time equivalents (FTEs), about 1.5 FTEs more than in fiscal year 2021, reflecting one additional full-time staff member and one part-time staffer bumped up to full-time, both in the Fire Department. Staff accomplished this by relying on the Colleyville Economic Development Corporation and the Crime Control and Prevention District to take on additional appropriate operating costs, thereby freeing up room in the General Fund.

Water and wastewater base rates are directly related to the City's budget for the Utility Fund, and rates are set to only recover the City's cost of operating the utility system. Based on the fiscal year 2022 budget, which includes zero debt payments and a slight increase in the number of customers, water and wastewater base rates experienced a slight increase due to staffing costs. The CIP base rate is a capital funding component of the rate structure to ensure adequate cash funding of future utility capital projects.

## Request for Information

The financial report is designed to provide our citizens, customers, investors and creditors with a general overview of the City's finances. If you have questions about this report or need any additional information, contact Kyle Lester, Director of Finance, at 100 Main Street, Colleyville, Texas 76034, or call (817) 503-1014.

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# Basic Financial Statements

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# Government-Wide Financial Statements

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# City of Colleyville, Texas

**Exhibit 1**

Statement of Net Position
September 30, 2021

| | Primary Government | | | Component Units |
|---|---|---|---|---|
| | Governmental Activities | Business-type Activities | Total | |
| **ASSETS** | | | | |
| Cash and cash equivalents | $ 7,046,326 | $ 4,314,819 | $ 11,361,145 | $ 1,571,821 |
| Investments | 31,948,941 | 18,115,514 | 50,064,455 | 597 |
| Receivables (net of allowance for uncollectibles of $350,870) | | | | |
| Accounts | 226,228 | 3,345,866 | 3,572,094 | 1,594,981 |
| Taxes | 1,141,057 | - | 1,141,057 | - |
| Loans | 10,127,500 | - | 10,127,500 | - |
| Due from other governments | 905,558 | - | 905,558 | - |
| Inventories | 1,566 | 204,425 | 205,991 | - |
| Prepaid items | 21,584 | - | 21,584 | - |
| Restricted assets: | | | | |
| Investments | - | 33,608 | 33,608 | - |
| Accrued interest | 40,128 | 3,427 | 43,555 | 14,545 |
| Capital assets: | | | | |
| Non-depreciable | 13,879,739 | 3,360,600 | 17,240,339 | 37,087,207 |
| Depreciable (net of depreciation) | 103,085,898 | 42,590,133 | 145,676,031 | 19,514,341 |
| Total assets | 168,424,525 | 71,968,392 | 240,392,917 | 59,783,492 |
| **DEFERRED OUTFLOWS OF RESOURCES** | | | | |
| Deferred outflows - TMRS pension and OPEB | 2,364,678 | 310,790 | 2,675,468 | - |
| Total deferred outflows of resources | 2,364,678 | 310,790 | 2,675,468 | - |
| **LIABILITIES** | | | | |
| Accounts payable | 1,909,315 | 1,426,594 | 3,335,909 | 834,421 |
| Accrued liabilities | 672,465 | 104,171 | 776,636 | 608,675 |
| Accrued interest payable | 32,354 | - | 32,354 | 12,976 |
| Advances from developers | 113,424 | 185,893 | 299,317 | - |
| Customer deposits | 46,203 | 514,280 | 560,483 | - |
| Non-current liabilities: | | | | |
| Due within one year | 1,117,529 | 18,198 | 1,135,727 | - |
| Due in more than one year | 4,600,526 | 267,509 | 4,868,035 | 10,000,000 |
| Net pension liability | 215,335 | 26,143 | 241,478 | - |
| OPEB liability | 679,027 | 97,886 | 776,913 | - |
| Total liabilities | 9,386,178 | 2,640,674 | 12,026,852 | 11,456,072 |
| **DEFERRED INFLOWS OF RESOURCES** | | | | |
| Deferred inflows - TMRS pension and OPEB | 1,628,018 | 234,706 | 1,862,724 | - |
| Total deferred inflows of resources | 1,628,018 | 234,706 | 1,862,724 | - |
| **NET POSITION** | | | | |
| Net investment in capital assets | 113,142,374 | 45,950,733 | 159,093,107 | 46,601,548 |
| Restricted: | | | | |
| Debt service | 1,059,604 | - | 1,059,604 | - |
| Court security and technology | 102,662 | - | 102,662 | - |
| Grant programs | 1,431 | - | 1,431 | - |
| Leisure services | 343,159 | - | 343,159 | - |
| Economic development | 6,217,460 | - | 6,217,460 | - |
| Police | 2,623,797 | - | 2,623,797 | - |
| Historical purposes | 22,308 | - | 22,308 | - |
| Unrestricted | 36,262,212 | 23,453,069 | 59,715,281 | 1,725,872 |
| **TOTAL NET POSITION** | $ 159,775,007 | $ 69,403,802 | $ 229,178,809 | $ 48,327,420 |

The Notes to the Financial Statements are an integral part of this statement.

## City of Colleyville, Texas

Statement of Activities

For the Fiscal Year Ended September 30, 2021

| Functions/Program Activities | Expenses | Program Revenues: Charges for Services | Program Revenues: Operating Grants and Contributions | Program Revenues: Capital Grants and Contributions |
|---|---|---|---|---|
| **PRIMARY GOVERNMENT** | | | | |
| Governmental activities: | | | | |
| General government | $ 5,668,238 | $ 28,033 | $ 2,771,850 | $ 198,935 |
| Community development | 1,591,996 | 1,131,498 | - | - |
| Fire and rescue | 6,740,521 | 399,288 | 222,675 | - |
| Leisure services | 4,499,889 | 453,096 | 382,237 | - |
| Maintenance | 775,477 | - | - | - |
| Municipal court | 638,025 | 1,222,696 | - | - |
| Police | 6,978,311 | 65,379 | 114,599 | - |
| Streets and drainage | 4,696,395 | 267,372 | - | - |
| Interest on long-term debt | 111,944 | - | - | - |
| Total governmental activities | 31,700,796 | 3,567,362 | 3,491,361 | 198,935 |
| Business-type activities: | | | | |
| Water and sewer | 16,334,509 | 17,422,265 | - | - |
| Drainage | 812,505 | 1,013,401 | - | - |
| Total business-type activities | 17,147,014 | 18,435,666 | - | - |
| **TOTAL PRIMARY GOVERNMENT** | $ 48,847,810 | $ 22,003,028 | $ 3,491,361 | $ 198,935 |
| **COMPONENT UNIT** | | | | |
| Tax increment financing | $ 8,769,162 | $ - | $ - | $ - |
| Total component unit | $ 8,769,162 | $ - | $ - | $ - |
| General revenues and transfers: | | | | |
| Taxes: | | | | |
| Property taxes | | | | |
| Sales taxes | | | | |
| Franchise taxes | | | | |
| Other taxes | | | | |
| Interest on investments | | | | |
| Gain on sale of capital assets | | | | |
| Miscellaneous | | | | |
| Transfers | | | | |
| Total general revenues and transfers | | | | |
| Change in net position | | | | |
| Net position, beginning of year | | | | |
| Cumulative effect of change in accounting principle | | | | |
| Net position, beginning of year, as restated | | | | |
| **NET POSITION, end of year** | | | | |

The Notes to the Financial Statements are an integral part of this statement.

| Net (Expense) Revenue and Changes in Net Position | | | |
|---|---|---|---|
| Primary Government | | | |
| Governmental Activities | Business-type Activities | Total | Component Unit |
| $ (2,669,420) | $ - | $ (2,669,420) | $ 670,759 |
| (460,498) | - | (460,498) | - |
| (6,118,558) | - | (6,118,558) | - |
| (3,664,556) | - | (3,664,556) | - |
| (775,477) | - | (775,477) | - |
| 584,671 | - | 584,671 | - |
| (6,798,333) | - | (6,798,333) | - |
| (4,429,023) | - | (4,429,023) | - |
| (111,944) | - | (111,944) | - |
| (24,443,138) | - | (24,443,138) | 670,759 |
| - | 1,087,756 | 1,087,756 | - |
| - | 200,896 | 200,896 | - |
| - | 1,288,652 | 1,288,652 | - |
| $ (24,443,138) | $ 1,288,652 | $ (23,154,486) | $ 670,759 |
| $ - | $ - | $ - | $ (8,769,162) |
| $ - | $ - | $ - | $ (8,769,162) |
| $ 16,398,025 | $ - | $ 16,398,025 | $ 6,401,083 |
| 9,445,150 | - | 9,445,150 | - |
| 1,724,583 | - | 1,724,583 | - |
| 235,209 | - | 235,209 | - |
| 99,055 | 31,280 | 130,335 | 1,861 |
| 61,287 | - | 61,287 | - |
| 5,787,102 | 17,652 | 5,804,754 | 1,425,910 |
| 409,276 | (409,276) | - | - |
| 34,159,687 | (360,344) | 33,799,343 | 7,828,854 |
| 9,716,549 | 928,308 | 10,644,857 | (269,549) |
| 150,055,356 | 68,475,494 | 218,530,850 | 48,596,969 |
| 3,102 | - | 3,102 | - |
| 150,058,458 | 68,475,494 | 218,533,952 | 48,596,969 |
| $ 159,775,007 | $ 69,403,802 | $ 229,178,809 | $ 48,327,420 |

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# Fund Financial Statements

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# Governmental Funds
# Financial Statements

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# City of Colleyville, Texas

**Exhibit 3**

Balance Sheet
Governmental Funds
September 30, 2021

| | General | Debt Service | Capital Projects | Colleyville Economic Development | Non-Major Governmental Funds | Governmental Funds |
|---|---|---|---|---|---|---|
| **ASSETS** | | | | | | |
| Cash and cash equivalents | $ 45,424 | $ 129,963 | $ 2,935,472 | $ 1,909,678 | $ 2,025,789 | $ 7,046,326 |
| Investments | 10,812,882 | 936,691 | 7,753,055 | 3,931,821 | 8,514,492 | 31,948,941 |
| Receivables, net of allowances for uncollectibles: | | | | | | |
| Accounts | 155,127 | - | 360 | - | 70,741 | 226,228 |
| Taxes | 1,115,753 | 25,304 | - | - | - | 1,141,057 |
| Loans | 127,500 | - | 10,000,000 | - | - | 10,127,500 |
| Due from other funds | 70,000 | - | - | - | - | 70,000 |
| Due from other governments | - | - | - | 436,514 | 469,044 | 905,558 |
| Accrued interest | 23,591 | - | 14,953 | 1,276 | 308 | 40,128 |
| Inventories | 1,566 | - | - | - | - | 1,566 |
| Prepaid items | 21,584 | - | - | - | - | 21,584 |
| **TOTAL ASSETS** | $ 12,373,427 | $ 1,091,958 | $ 20,703,840 | $ 6,279,289 | $ 11,080,374 | $ 51,528,888 |
| **LIABILITIES** | | | | | | |
| Accounts payable | $ 673,283 | $ - | $ 948,674 | $ 46,766 | $ 240,592 | $ 1,909,315 |
| Accrued liabilities | 394,010 | - | 197,658 | 15,063 | 65,734 | 672,465 |
| Advances from developers | - | - | 113,424 | - | - | 113,424 |
| Due to other funds | - | - | - | - | 70,000 | 70,000 |
| Customer deposits | 46,203 | - | - | - | - | 46,203 |
| Total liabilities | 1,113,496 | - | 1,259,756 | 61,829 | 376,326 | 2,811,407 |
| **DEFERRED INFLOWS OF RESOURCES** | | | | | | |
| Unavailable resources | 342,561 | 25,161 | - | - | - | 367,722 |
| **TOTAL DEFERRED INFLOWS OF RESOURCES** | 342,561 | 25,161 | - | - | - | 367,722 |
| **FUND BALANCES** | | | | | | |
| Nonspendable for: | | | | | | |
| Inventories | 1,566 | - | - | - | - | 1,566 |
| Prepaid items | 21,584 | - | - | - | - | 21,584 |
| Restricted for: | | | | | | |
| Debt service | - | 1,066,797 | - | - | - | 1,066,797 |
| Court security and technology | - | - | - | - | 102,662 | 102,662 |
| Grant programs | - | - | - | - | 1,431 | 1,431 |
| Leisure services | - | - | | | 343,159 | 343,159 |
| Economic development | - | - | - | 6,217,460 | - | 6,217,460 |
| Police | - | - | - | - | 2,623,797 | 2,623,797 |
| Historical purposes | - | - | - | - | 22,308 | 22,308 |
| Committed for: | | | | | | |
| Strategic initiatives | 660,687 | - | - | - | - | 660,687 |
| Leisure services | - | - | - | - | 1,989,388 | 1,989,388 |
| Capital projects | - | - | 19,444,084 | - | 4,220,622 | 23,664,706 |
| Assigned for: | | | | | | |
| Capital projects | - | - | - | - | 1,376,721 | 1,376,721 |
| Leisure services | - | - | - | - | 23,960 | 23,960 |
| Unassigned | 10,233,533 | - | - | - | - | 10,233,533 |
| Total fund balances | 10,917,370 | 1,066,797 | 19,444,084 | 6,217,460 | 10,704,048 | 48,349,759 |
| **TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES** | $ 12,373,427 | $ 1,091,958 | $ 20,703,840 | $ 6,279,289 | $ 11,080,374 | $ 51,528,888 |

The Notes to the Financial Statements are an integral part of this statement.

**City of Colleyville, Texas** **Exhibit 4**

Reconciliation of the Governmental Funds
Balance Sheet to the Statement of Net Position
As of September 30, 2021

| | | | | |
|---|---|---|---|---|
| **TOTAL FUND BALANCES - GOVERNMENT FUNDS** | | | $ | 48,349,759 |
| Amounts reported for governmental activities in the statement of net position are different because: | | | | |
| Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the governmental funds balance sheet | | | | 116,965,637 |
| Interest payable on long-term debt does not require current financial resources; therefore, interest payable is not reported as a liability in the governmental funds balance sheet. | | | | (32,354) |
| Revenues earned but not available within sixty days of the year end are not recognized as revenue on the fund financial statements. | | | | 367,722 |
| Net deferred outflows of resources related to the City's net pension liability results in an increase in net position in the government-wide financial statements. | | | | 736,660 |
| Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the fund financial statements. These noncurrent liabilities are as follows: | | | | |
| Long term debt | $ | (3,650,476) | | |
| Unamortized bond premium/discount, net | | (172,787) | | |
| Compensated absences | | (1,894,792) | | |
| Other post employment benefits liability | | (679,027) | | |
| Net pension liability | | (215,335) | | |
| | | | | (6,612,417) |
| Net position of governmental activities | | | $ | 159,775,007 |

The Notes to the Financial Statements are an integral part of this statement.

# City of Colleyville, Texas

**Exhibit 5**

Statement of Revenues, Expenditures, and
Changes in Fund Balances
Governmental Funds
For the Fiscal Year Ended September 30, 2021

| | General | Debt Service | Capital Projects | Colleyville Economic Development | Non-Major Governmental Funds | Total Governmental Funds |
|---|---|---|---|---|---|---|
| **REVENUES** | | | | | | |
| Taxes | $ 22,468,784 | $ 804,774 | $ - | $ 2,390,336 | $ 2,383,944 | $ 28,047,838 |
| Fines and forfeitures | 693,626 | - | - | - | 85,268 | 778,894 |
| Licenses, permits and fees | 911,816 | - | - | - | - | 911,816 |
| Intergovernmental | 194,318 | - | - | 5,518,968 | 58,224 | 5,771,510 |
| Charges for services | 1,428,375 | - | - | - | - | 1,428,375 |
| Capital improvement fees | - | - | 261,447 | - | - | 261,447 |
| Grants/contributions | 2,533,032 | - | - | - | 838,720 | 3,371,752 |
| Investment earnings | 37,522 | 466 | 37,341 | 13,658 | 10,068 | 99,055 |
| Miscellaneous | 57,446 | - | 105,674 | 4,617 | 106,322 | 274,059 |
| Total revenues | 28,324,919 | 805,240 | 404,462 | 7,927,579 | 3,482,546 | 40,944,746 |
| **EXPENDITURES** | | | | | | |
| Current: | | | | | | |
| General government | 4,715,312 | - | - | 225,193 | 144,801 | 5,085,306 |
| Community development and engineering | 1,457,051 | - | 149,498 | - | - | 1,606,549 |
| Fire and rescue | 6,146,432 | - | - | - | 214,764 | 6,361,196 |
| Leisure services | 2,473,785 | - | - | 599,423 | 459,648 | 3,532,856 |
| Maintenance | 729,083 | - | - | - | - | 729,083 |
| Municipal court | 538,946 | - | - | - | 99,079 | 638,025 |
| Police services | 5,137,758 | - | - | - | 1,406,103 | 6,543,861 |
| Streets and drainage | 939,797 | - | 1,362,718 | - | - | 2,302,515 |
| Capital outlay | 1,082,617 | - | 3,628,786 | 547,225 | 1,581,909 | 6,840,537 |
| Debt service: | | | | | | |
| Principal retirement | - | 756,733 | - | 4,775,000 | - | 5,531,733 |
| Interest and fiscal charges | - | 107,713 | - | 43,167 | - | 150,880 |
| Total expenditures | 23,220,781 | 864,446 | 5,141,002 | 6,190,008 | 3,906,304 | 39,322,541 |
| Excess (deficiency) of revenues over (under) expenditures | 5,104,138 | (59,206) | (4,736,540) | 1,737,571 | (423,758) | 1,622,205 |
| **OTHER FINANCING SOURCES (USES)** | | | | | | |
| Proceeds from capital leases | 938,461 | - | - | - | - | 938,461 |
| Proceeds from the sale of property | 20,817 | - | - | - | 40,470 | 61,287 |
| Transfers in | 281,861 | - | 3,420,194 | - | 524,706 | 4,226,761 |
| Transfers out | (3,807,485) | - | - | - | (10,000) | (3,817,485) |
| Total other financing sources (uses) | (2,566,346) | - | 3,420,194 | - | 555,176 | 1,409,024 |
| Net change in fund balances | 2,537,792 | (59,206) | (1,316,346) | 1,737,571 | 131,418 | 3,031,229 |
| Fund balances, beginning of year | 8,379,578 | 1,126,003 | 20,760,430 | 4,479,889 | 10,550,710 | 45,296,610 |
| Cumulative effect of change in accounting principle | - | - | - | - | 21,920 | 21,920 |
| **FUND BALANCES, END OF YEAR** | $ 10,917,370 | $ 1,066,797 | $ 19,444,084 | $ 6,217,460 | $ 10,704,048 | $ 48,349,759 |

The Notes to the Financial Statements are an integral part of this statement.

# City of Colleyville, Texas

**Exhibit 6**

## Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes In Fund Balances of Governmental Funds to the Statement of Activities
## For the Fiscal Year Ended September 30, 2021

| | | | |
|---|---|---|---|
| **TOTAL NET CHANGE IN FUND BALANCES - GOVERNMENTAL FUNDS** | | | $ 3,031,229 |
| Amounts reported for governmental activities in the statement of activities are different because: | | | |
| Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount of capital assets recorded in the current period. | | | 6,840,537 |
| Capital lease transactions provide current financial resources to governmental funds and repayment of principal is an expenditure. The net effect to net position is as follows: | | | |
| Lease repayments | $ 346,733 | | |
| Proceeds from capital leases | (938,461) | | |
| | | | (591,728) |
| Depreciation expense on capital assets is reported in the statement of activities but does not require the use of current financial resources. Therefore, depreciation expense is not reported as expenditures in the governmental funds. | | | (4,917,447) |
| The issuance of long-term debt (e.g. bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas the amounts are deferred and amortized in the statement of activities. This amount is the net effect of the following items: | | | |
| Principal payments | $ 5,185,000 | | |
| Amortization of premiums and deferred losses | 35,929 | | |
| | | | 5,220,929 |
| The net change in net pension liability/asset, deferred outflows and deferred inflows is report in the statement of activities but does not require the use of current financial resources and, therefore is not reported as an expenditure in the governmental funds. | | | 19,996 |
| Current year changes in the long-term liability for compensated absences do not require the use of current financial resources; and therefore, are not reported as expenditures in governmental funds. | | | 175,460 |
| The net change in OPEB liability, deferred outflows and deferred inflow is reported in the statement of activities but does not require the use of current financial resources and, therefore is not reported as expenditures in the governmental funds. | | | (67,468) |
| Current year changes in accrued interest payable do not require the use of current financial resources; and therefore, are not reported as expenditures in governmental funds. | | | 3,004 |
| Certain revenues in the government-wide statement of activities that do not provide current financial resources are not reported as revenue in the governmental funds. | | | 2,037 |
| **CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES** | | | $ 9,716,549 |

The Notes to the Financial Statements are an integral part of this statement.

# Proprietary Funds
# Financial Statements

# City of Colleyville, Texas

**Exhibit 7**

Statement of Net Position
Proprietary Funds
September 30, 2021

| | Water and Sewer Fund | Drainage Utility Fund | Total |
|---|---|---|---|
| **ASSETS** | | | |
| Current assets: | | | |
| Cash and cash equivalents | $ 4,033,385 | $ 281,434 | $ 4,314,819 |
| Investments | 16,157,362 | 1,958,152 | 18,115,514 |
| Accounts receivable, net of allowance | 3,207,389 | 138,477 | 3,345,866 |
| Inventories | 204,425 | - | 204,425 |
| Restricted assets: | | | |
| Investments | - | 33,608 | 33,608 |
| Total current assets | 23,602,561 | 2,411,671 | 26,014,232 |
| Noncurrent assets: | | | |
| Accrued interest | 3,427 | - | 3,427 |
| Capital assets: | | | |
| Land and improvements | 304,839 | - | 304,839 |
| Buildings | 60,859 | - | 60,859 |
| Utility system | 82,034,542 | 4,406,792 | 86,441,334 |
| Equipment and furniture | 2,129,967 | 676,126 | 2,806,093 |
| Construction in progress | 2,053,848 | 1,001,913 | 3,055,761 |
| Less: accumulated depreciation | (44,515,558) | (2,202,595) | (46,718,153) |
| Total non-current assets | 42,071,924 | 3,882,236 | 45,954,160 |
| Total assets | 65,674,485 | 6,293,907 | 71,968,392 |
| **DEFERRED OUTFLOW OF RESOURCES** | | | |
| Deferred outflows - TMRS pension and OPEB | 257,095 | 53,695 | 310,790 |
| Total deferred outflows of resources | 257,095 | 53,695 | 310,790 |
| **LIABILITIES** | | | |
| Current liabilities: | | | |
| Accounts payable | 1,247,961 | 178,633 | 1,426,594 |
| Accrued liabilities | 94,621 | 9,550 | 104,171 |
| Advances from developers | 69,000 | 116,893 | 185,893 |
| Customer deposits | 514,280 | - | 514,280 |
| Compensated absences | - | 18,198 | 18,198 |
| Total current liabilities | 1,925,862 | 323,274 | 2,249,136 |
| Noncurrent liabilities: | | | |
| Compensated absences | 209,036 | 58,473 | 267,509 |
| Net pension liability | 22,560 | 3,583 | 26,143 |
| OPEB liability | 80,559 | 17,327 | 97,886 |
| Total non-current liabilities | 312,155 | 79,383 | 391,538 |
| Total liabilities | 2,238,017 | 402,657 | 2,640,674 |
| **DEFERRED INFLOW OF RESOURCES** | | | |
| Deferred inflows - TMRS pension and OPEB | 193,167 | 41,539 | 234,706 |
| Total deferred inflows of resources | 193,167 | 41,539 | 234,706 |
| **NET POSITION** | | | |
| Net investment in capital assets | 42,068,497 | 3,882,236 | 45,950,733 |
| Unrestricted | 21,431,899 | 2,021,170 | 23,453,069 |
| **TOTAL NET POSITION** | $ 63,500,396 | $ 5,903,406 | $ 69,403,802 |

The Notes to the Financial Statements are an integral part of this statement.

**City of Colleyville, Texas** **Exhibit 8**

Statement of Revenues, Expenses
and Changes in Net Position
Proprietary Funds
For the Fiscal Year Ended September 30, 2021

| | Water and Sewer Fund | Drainage Utility Fund | Total |
|---|---|---|---|
| **OPERATING REVENUES** | | | |
| Metered water sales | $ 11,766,720 | $ - | $ 11,766,720 |
| Wastewater service charges | 4,730,415 | - | 4,730,415 |
| Drainage service charges | - | 1,008,732 | 1,008,732 |
| Other charges and services | 925,130 | 4,669 | 929,799 |
| Miscellaneous | 17,652 | - | 17,652 |
| Total operating revenues | 17,439,917 | 1,013,401 | 18,453,318 |
| **OPERATING EXPENSES** | | | |
| Personnel services | 2,194,442 | 485,084 | 2,679,526 |
| Maintenance and contractual services | 11,693,167 | 120,283 | 11,813,450 |
| Material and supplies | 412,230 | 54,720 | 466,950 |
| Depreciation and amortization | 2,034,670 | 150,517 | 2,185,187 |
| Total operating expenses | 16,334,509 | 810,604 | 17,145,113 |
| **OPERATING INCOME (LOSS)** | 1,105,408 | 202,797 | 1,308,205 |
| **NON-OPERATING REVENUES (EXPENSES)** | | | |
| Interest income | 31,280 | - | 31,280 |
| Interest expense | - | (1,901) | (1,901) |
| Total non-operating revenues (expenses) | 31,280 | (1,901) | 29,379 |
| Income (loss) before capital contributions and transfers | 1,136,688 | 200,896 | 1,337,584 |
| **CAPITAL CONTRIBUTIONS AND TRANSFERS** | | | |
| Transfers out | (409,276) | - | (409,276) |
| Total capital contributions and transfers | (409,276) | - | (409,276) |
| Change in net position | 727,412 | 200,896 | 928,308 |
| Net position, beginning of year | 62,772,984 | 5,702,510 | 68,475,494 |
| **NET POSITION, END OF YEAR** | $ 63,500,396 | $ 5,903,406 | $ 69,403,802 |

The Notes to the Financial Statements are an integral part of this statement.

# City of Colleyville, Texas

**Exhibit 9**

Statement of Cash Flows
Proprietary Funds
For the Fiscal Year Ended September 30, 2021

| | Water and Sewer Fund | Drainage Utility Fund | Totals |
|---|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | | | |
| Cash received from customers and users | $ 17,132,754 | $ 1,010,465 | $ 18,143,219 |
| Cash payments to suppliers for goods and services | (11,795,996) | (12,638) | (11,808,634) |
| Cash payments to employees for services | (2,142,574) | (464,482) | (2,607,056) |
| Net cash provided by (used in) operating activities | 3,194,184 | 533,345 | 3,727,529 |
| **CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES** | | | |
| Transfers out | (409,276) | - | (409,276) |
| Net cash provided by (used in) non-capital financing activities | (409,276) | - | (409,276) |
| **CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES** | | | |
| Acquisition of capital assets | (2,662,602) | (1,036,753) | (3,699,355) |
| Principal payments on bonds | - | (125,000) | (125,000) |
| Interest paid of debt | - | (2,444) | (2,444) |
| Net cash provided by (used in) capital and related financing activities | (2,662,602) | (1,164,197) | (3,826,799) |
| **CASH FLOWS FROM INVESTING ACTIVITIES** | | | |
| Sale of investments | 1,000,207 | 348,945 | 1,349,152 |
| Earnings on investments | 28,780 | 1,461 | 30,241 |
| Net cash provided by (used in) investing activities | 1,028,987 | 350,406 | 1,379,393 |
| Net change in cash and cash equivalents | 1,151,293 | (280,446) | 870,847 |
| Cash and cash equivalents, beginning of year | 2,882,092 | 561,880 | 3,443,972 |
| **CASH AND CASH EQUIVALENTS, END OF YEAR** | $ 4,033,385 | $ 281,434 | $ 4,314,819 |
| **RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY OPERATING ACTIVITIES** | | | |
| Operating income (loss) | $ 1,105,408 | $ 202,797 | $ 1,308,205 |
| Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities: | | | |
| Depreciation and amortization | 2,034,670 | 150,517 | 2,185,187 |
| Decrease (increase) in assets and deferred outflows of resources: | | | |
| Receivables | (299,460) | (2,936) | (302,396) |
| Inventory | (22,863) | - | (22,863) |
| Net pension asset | 9,453 | 3,301 | 12,754 |
| Deferred outflows - TMRS pension and OPEB | (26,712) | (5,743) | (32,455) |
| Increase (decrease) in liabilities and deferred outflows of resources: | | | |
| Accounts payable | 281,289 | 161,900 | 443,189 |
| Accrued liabilities | 50,975 | 465 | 51,440 |
| Compensated absences | 46,237 | 19,390 | 65,627 |
| Customer deposits | 18,910 | - | 18,910 |
| Advances from developers | (26,613) | - | (26,613) |
| Net pension liability | 22,560 | 3,583 | 26,143 |
| Total OPEB liability | 15,492 | 3,332 | 18,824 |
| Deferred inflows - TMRS pension and OPEB | (15,162) | (3,261) | (18,423) |
| Net cash provided by (used in) operating activities | $ 3,194,184 | $ 533,345 | $ 3,727,529 |

The Notes to the Financial Statements are an integral part of this statement.

# Fiduciary Fund
# Financial Statements

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**City of Colleyville, Texas** **Exhibit 10**

Statement of Fiduciary Net Position
Custodial Funds
September 30, 2021

| | Custodial Funds |
|---|---|
| **ASSETS** | |
| Cash and cash equivalents | $ 18,393 |
| Investments | 22,148 |
| **TOTAL ASSETS** | 40,541 |
| **NET POSITION** | |
| Restricted for other purposes | 40,541 |
| **TOTAL NET POSITION** | $ 40,541 |

The Notes to Financial Statements are an integral part of this statement.

**City of Colleyville, Texas** **Exhibit 11**

Statement of Changes in Fiduciary Net Position
Custodial Funds
For the Fiscal Year Ended September 30, 2021

| | Custodial Funds |
|---|---|
| **ADDITIONS** | |
| Contributions | $ 3,686 |
| Forfeitures | 18,127 |
| Investment earnings | 5 |
| **TOTAL ADDITIONS** | 21,818 |
| **DEDUCTIONS** | |
| Other miscellaneous expenses | 3,665 |
| **TOTAL DEDUCTIONS** | 3,665 |
| **CHANGE IN NET POSITION** | 18,153 |
| Net position, beginning | - |
| Cumulative effect of change in accounting principle | 22,388 |
| Net position, beginning, as restated | 22,388 |
| **NET POSITION, ENDING** | $ 40,541 |

The Notes to Financial Statements are an integral part of this statement.

## Note 1. Summary of Significant Accounting Policies

The City of Colleyville Home Rule Charter was adopted by the voters at an election held on January 15, 1977. The City operates under a Council-Manager form of government.

The accounting policies of the City of Colleyville, Texas (the City) conform to generally accepted accounting principles as applicable to governmental units. The following is a summary of the more significant of such policies:

### A. Reporting Entity

As required by generally accepted accounting principles, these financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities are, in substance, part of the government's operations and so data from these units are combined with data of the primary government. Each discretely presented component unit, on the other hand, is reported in a separate column in the combined financial statements to emphasize it is legally separate from the government. Each blended component unit has a September 30 year-end.

*Blended Component Unit — The Colleyville Economic Development Corporation* (CEDC) was incorporated on September 3, 1996, as a nonprofit industrial development corporation under the Development Corporation Act of 1979 (Act). The CEDC operates under a seven-member board of directors appointed by the City Council. Each of the directors shall be a resident of the City. The Corporation is organized exclusively for the purposes of benefiting and accomplishing public purposes of and to act on behalf of, the City, and the specific purposes for which the Corporation is organized. This includes municipal park improvements, the purchase of land and improvements for additional neighborhood parks, the construction of a community center and library. Although it is legally separate from the City, the CEDC is reported as if it were part of the primary government, because CEDC is financing public improvements and the City is the primary beneficiary of the services provided.

*Blended Component Unit — Colleyville Crime Control and Prevention District* (the District) was formed under Chapter 363 of the Texas Local Government Code, the Crime Control and Prevention District Act. The District is organized to act on behalf of the City for financing, development of crime control throughout the City. The District is governed by a seven-member board consisting of all members of the City Council. The District is reported as a part of the primary government because it provides services entirely for the City.

*Discretely Presented Component Unit — Colleyville Tax Increment Financing Reinvestment Zone Number One* (the TIF) was formed to make public improvements, under the authority of the Tax Increment Financing Act. The TIF is governed by a nine-member board consisting of five members appointed by the City Council and one member each appointed by the four other participating taxing entities. The primary government appoints a voting majority of the unit's governing body and the City has a potential economic benefit from this unit. Therefore, the TIF is presented in the accompanying financial statements as a discretely presented component unit. Complete financial statements for the TIF may be obtained from the City of Colleyville Finance Department, 100 Main Street, Colleyville, Texas 76034.

### B. Government-wide Fund Financial Statements

The government-wide financial statements (i.e. the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities,* which normally are supported by taxes and intergovernmental revenue, are reported separately from *business-type activities,* which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenue. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenue* includes 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenue are reported instead as *general revenue.*

Separate financial statements are provided for Governmental Funds, Proprietary Funds, and Fiduciary Funds, even though the latter are excluded from the government-wide financial statements. Major individual Governmental Funds and major individual Enterprise Funds are reported as separate columns in the fund financial statements.

### C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting,* as are the Proprietary Fund and Fiduciary Fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting.* Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenue to be available if collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, sales taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the City.

**Governmental Funds**

*Governmental Funds* are those through which most governmental functions of the City are financed. The acquisition, use, and balances of the City's expendable financial resources and the related liabilities (except those accounted for in the proprietary fund type) are accounted for through governmental funds. The measurement focus is upon determination of changes in financial position, rather than upon net income determination. The following are the City's Governmental Fund types:

The City reports the following major Governmental Funds:

The *General Fund* — is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.

The *Capital Projects Fund* — is used to account for financial resources to be used for the acquisition or construction of general major capital facilities. Financing is provided primarily by the sale of general obligation bonds and developer contributions.

The *Debt Service Fund* — is used to account for the acquisition of resources for, and the payment of, general long-term debt principal and interest, and related costs.

The *Colleyville Economic Development Fund* — is used to account for the use of bond proceeds and sales tax revenues for municipal park improvements, the purchase of land and equipment for additional neighborhood parks and for the construction of a community center and library.

Additionally, the City also reports the following funds:

*Special Revenue Funds* — accounts for the revenues and expenditures associated with a special project or purpose.

**Proprietary Funds**

*Proprietary Funds* are used to account for activities that are similar to those often found in the private sector. The measurement focus is upon determination of net income and capital maintenance.

The City reports the following major Proprietary Funds:

The *Water and Wastewater Fund* — is used to account for operations (a) that are financed and operated in a manner similar to private business enterprises — where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenue earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes. This fund is used to account for water and wastewater operations.

The *Drainage Utility Fund* — is used to account for the establishment and maintenance of drainage facilities within the municipal boundaries of the City. All activities necessary to provide such facilities are accounted for in this fund, included but not limited to, administration, operations, maintenance, billing and collections.

**Fiduciary Funds**

*Custodial Funds* are used to account for assets held by the City in a trustee capacity or as an agent on behalf of others. Certain Custodial Funds were previously reported as agency funds, see Note 14 for details of this change in accounting principle. The City has two Fiduciary Funds: Employee Activity and the Police Asset Forfeiture Fund. These funds are held for the benefit of City employees and to account for assets seized in criminal-related activities held until remittance.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the City's water and wastewater function and various other functions of the government. Elimination of these charges would distort the direct costs and program revenue reported for the various functions concerned.

Amounts reported as *program revenues* include: 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenue. Likewise, general revenue includes all taxes.

Proprietary Funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a Proprietary Fund's principal ongoing operations. The principal operating revenues of the City's Enterprise Funds are charges to customers for sales and services. Operating expenses for Enterprise Funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenue and expenses not meeting this definition are reported as nonoperating revenue and expenses.

**D. Cash and Cash Equivalents and Investments**

For purposes of the statement of cash flows, the Enterprise Fund considers all highly liquid investments (investments with original maturities less than 90 days, including restricted assets) to be cash equivalents.

The City's cash and cash equivalents are considered to be cash on hand and demand deposits. Investments for the City are reported at fair value, except for the position in investment pools. The City's investment in pools are reported at the net asset value per share (which approximates fair value) or amortized cost.

**E. Receivables and Payables**

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

The allowance for uncollectible accounts receivable for utility billing is estimated as a percentage of sales calculated based on historical experience. Ambulance receivables in excess of 180 days comprise the ambulance allowance for uncollectables. The allowance for uncollectable accounts for capias warrants is set at 90% of outstanding receivables.

Property taxes are imposed nonexchange revenues. Assets from imposed nonexchange transactions are recorded when the entity has enforceable legal claim to the asset, or when the entity receives resources, whichever comes first. The enforceable legal claim date for property taxes is the assessment date. The assessment date has been designated in the enabling legislation as of October 1. The City's property tax is levied on the assessed value listed as of the prior January 1. Taxes are due upon receipt of the tax bill. All unpaid taxes become delinquent if not paid before February 1 of the current fiscal year.

### F. Inventories and Prepaid Items

Inventories are valued at cost using the first-in/first-out (FIFO) method and consist of expendable supplies and vehicle repair parts. The cost of such inventories is recorded as expenditures/expenses when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

### G. Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g. roads, bridges, sidewalks and similar items) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. The City defines capital assets as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition cost, which is the price that would be paid to acquire an asset with equivalent service potential at the acquisition date.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment is depreciated using the straight-line method over the following estimated useful lives:

| Assets | Years |
|---|---|
| Buildings | 15-50 |
| Improvements | 20-50 |
| Equipment | 5-10 |
| Infrastructure (streets and drainage) | 50 |
| Water distribution/sewer collection | 5-40 |

### H. Compensated Absences

City employees are granted vacation and sick pay in varying amounts. In the event of termination, an employee is paid for all accumulated, unused vacation. Vacation pay is accrued as it vests to the employee. Sick pay is recorded when paid or upon retirement when a maximum of 90 days is paid. All vacation and sick pay is accrued when incurred in the government-wide and proprietary fund financial statements.

### I. Leases

The City is a lessee for a noncancellable lease of equipment.

The City recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements. The City recognizes lease liabilities with an initial, individual value of $5,000 or more. At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life. Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

### J. Long-term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

In the fund financial statements, the face amount of debt issued is reported as other financing sources for the governmental fund types.

For governmental fund types, bond premiums and discounts, as well as issuance costs, are recognized during the current period. Bond proceeds are reported as another financing source. Issuance costs, even if withheld from the actual net proceeds received, are reported as expenditures. For proprietary fund types, bond premiums and discounts, as well as issuance costs, are charged to current operations rather than being deferred and amortized due to the relatively immaterial effect on the basic financial statements taken as a whole.

### K. Fund Balance Classification

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

*Nonspendable*: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. Nonspendable items are not expected to be converted to cash or are not expected to be converted to cash within the next year.

*Restricted*: This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

*Committed*: This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by resolution of the City Council, the City's highest level of decision making authority. These amounts cannot be used for any other purpose unless the Council removes or changes the specified use by taking the same type of action that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.

*Assigned*: This classification includes amounts that are constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. This is done through resolution of the City Council. This intent can be expressed by the Finance Director.

*Unassigned*: This classification includes the residual fund balance for the General Fund. The unassigned classification also includes negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting of assigned fund balance amounts.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the City considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the City considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds.

### L. Minimum Unassigned Fund Balance

It is the goal of the City to achieve and maintain an unassigned fund balance in the General Fund equal to three months of that year's budgeted expenditures for both the General and Utility Funds. The City Council may declare a fiscal emergency and withdraw any amount of the unassigned General and Utility Funds' balances for purposes of addressing the fiscal emergency. Any such action must also provide for necessary appropriations to restore the designated fund balance to the balance within a three-year period.

### M. Net Position Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

### N. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources,* represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has the following items that qualify for reporting in this category.

*Deferred charges on refunding* – A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

*Pension/OPEB contributions after measurement date* — These contributions are deferred and recognized in the following fiscal year.

*Difference in projected and actual earnings on pension assets and OPEB liabilities* — This difference is deferred and amortized over a closed five year period.

*Difference in expected actual pension/OPEB experience* — This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

In addition to liabilities, the balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of fund that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has one type of item, which arises only under a modified accrual basis of accounting, which qualifies for reporting in this category. Accordingly, the item, *unavailable revenue,* is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from four sources: property taxes, municipal fines and ambulance fees, and a note payable from the component unit. These amounts are deferred and recognized as an inflow of resources in that period that the amounts become available. The City also had a deferred inflow of resources for the following:

*Difference in projected and actual earnings on pension assets and OPEB liabilities* – The difference will be amortized over a closed five year period.

**O. Estimates**

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual amounts could differ from those estimates.

**P. Risk Management**

Insurance coverage for property, liability and workers' compensation is provided by the Texas Municipal League Intergovernmental Risk Pool, a state insurance pool. Contributions to the Risk Pool for workers' compensation are based on the City's past claims history. The Risk Pool is self-sustaining through members' contributions and maintains insurance to limit risk of loss with an external insurance company. Settlement claims have not exceeded aggregate limits in the past three fiscal years.

**Q. Pensions**

For purposes of measuring the net pension asset, pension related deferred outflows and inflows of resources, and pension expense, City specific information about its Fiduciary Net Position in the Texas Municipal Retirement System (TMRS) and additions to/deductions from the City's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Information regarding the City's Net Pension Asset is obtained from TMRS through a report prepared for the City by TMRS consulting actuary, Gabriel Roeder Smith & Company, in compliance with Governmental Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting for Pensions.

**R. Other Post-Employment Benefits**

For purposes of measuring the total OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information has been determined based on the City's actuary report. For this purpose, OPEB expense recognized each fiscal year is equal to the change in the total OPEB liability from the beginning of the year to the end of the year, adjusted for deferred recognition of certain changes in the liability. Benefit payments are treated as being equal to the employer's yearly contributions for retirees. Information regarding the City's Total OPEB Liability is obtained from TMRS through a report prepared for the City by TMRS consulting actuary, Gabriel Roeder Smith & Company, in compliance with Governmental Accounting Standards Board (GASB)

Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.

## Note 2. Stewardship, Compliance and Accountability

### Budgetary Information

The City Council follows these procedures in establishing budgetary data reflected in the basic financial statements:

1. Prior to September 1, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.

2. Public hearings are conducted to obtain taxpayer comments.

3. Prior to September 30, the budget is legally enacted through passage of an ordinance.

4. The City Manager is authorized to transfer budgeted amounts between departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.

5. Formal budgetary integration is employed as a management control device during the year for the General, Colleyville Economic Development Fund, Crime District Fund, Debt Service, and Enterprise Funds. Budgetary control is maintained at the fund level. Internal budgets prepared for various boards are reviewed by the City Council for expenditures of other Special Revenue Funds. These budgeted expenditures are not formally adopted by the City Council.

6. Budgets for the General and the Debt Service Funds are adopted on a basis consistent with generally accepted accounting principles (GAAP). Formal budgeted amounts are as amended by the City Council for the General, Colleyville Economic Development Fund, Crime District Fund, Debt Service and Enterprise Funds.

7. Budgetary data for the Capital Projects Fund has not been presented in the accompanying basic financial statements, as such funds are budgeted over the life of the respective project and not on an annual basis. Accordingly, formal budgetary integration of the Capital Projects Fund is not employed and comparison of actual results of operations to budgetary data for such fund is not presented.

8. Budgetary data for the Enterprise and Drainage Utility Funds has not been presented since the reporting on such budgets is not legally required.

## Note 3. Deposits and Investments

In fiscal year 2016, the City adopted GASB Statement No. 72 (GASB 72), *Fair Value Measurement and Application.* GASB 72 was issued to address accounting and financial reporting issues related to fair value measurements.

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

As of September 30, 2021, the City held the following fair value measurements:

| | Value at September 30, 2021 | Fair Value Measurements | | | Percent of Total Investments | Weighted Average Maturity (Days) |
|---|---|---|---|---|---|---|
| | | Level 1 Inputs | Level 2 Inputs | Level 3 Inputs | | |
| City: | | | | | | |
| Cash and cash equivalents: | | | | | | |
| Cash deposits - City | $ 11,358,533 | $ - | $ - | $ - | | |
| Petty Cash - City | 2,612 | | | | | |
| Cash deposits - trust and agency | 18,393 | - | - | - | | |
| Investments not subject to fair value: | | | | | | |
| Investment pools: | | | | | | |
| TexPool | 17,179,094 | - | - | - | 28% | 38 |
| TexStar | 6,770,120 | - | - | - | 11% | 39 |
| Texas CLASS | 6,856,943 | - | - | - | 11% | 22 |
| LOGIC | 2,496,336 | - | - | - | 4% | 54 |
| Investments in certificates of deposits: | | | | | | |
| Certificates of deposits | 13,317,718 | - | 13,317,718 | - | | |
| Investments by fair value level: | | | | | | |
| Federal Farm Credit Bonds | 3,500,000 | - | 3,500,000 | - | 6% | 100 |
| Total cash and investments of the city | 61,499,749 | - | 16,817,718 | - | | |
| Component unit: | | | | | | |
| Cash and cash equivalents: | | | | | | |
| Cash deposits | 1,571,821 | - | - | - | | |
| Investments in certificates of deposits: | | | | | | |
| Certificates of deposits | 597 | - | 597 | - | | |
| Total cash and investments of the component unit | 1,572,418 | - | 597 | - | | |
| **Total cash and investments of the reporting entity** | $ 63,072,167 | $ - | $ 16,818,315 | $ - | | |

The Public Funds Investment Act (Government Code Chapter 2256) contains specific provisions in the areas of investment practices, management reports and establishment of appropriate policies. Among other things, it requires the City to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, and (9) bid solicitation preferences for certificates of deposit. Statutes authorize the City to invest in (1) obligations of the U. S. Treasury, certain U. S. agencies, and the State of Texas; (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) bankers acceptances, (7) Mutual Funds, (8) investment pools, (9) guaranteed investment contracts, and (10) common trust funds. The Act also requires the City to have independent auditors perform test procedures related to investment practices as provided by the Act. The City is in substantial compliance with the requirements of the Act and with local policies.

Investment Pools are measured at amortized cost or net asset value and are exempt from fair value reporting and therefore have been excluded from the hierarchy. Certificates of Deposit are reported as investments in the Statement of Net Position and are measured with Level 2 inputs on the fair value hierarchy. U.S. Government Agency Securities classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

The amounts for TexStar, Texas CLASS, LOGIC and TexPool (pooled investments) are reported as investments in the Statement of Net Position.

TexPool is duly chartered and overseen by the State Comptroller's Office, administered and managed by Federated Investors, Inc. State Street Bank serves as the custodial bank. The portfolio consists of U.S. Government securities; collateralized repurchase and reverse repurchase agreements; and AAA rated money market mutual funds.

The investment pool transacts at a net asset value of $1.00 per share, has a weighted average maturity of 60 days or less and weighted average life of 120 days or less, investments held are highly rated by a nationally recognized statistical rating organization, have no more than 5% of portfolio with one issuer (excluding US government securities), and can meet reasonably foreseeable redemptions. The investment pool has a redemption notice period of one day and no maximum transaction amounts. The investment pools' authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pools' liquidity.

Texas CLASS is an external investment pool measured at fair value, i.e. net asset value. The investment pool's strategy is to seek preservation of principal, liquidity and current income through investment in a diversified portfolio of short term marketable securities. There are no unfunded commitments related to the investment pool. Texas CLASS has a redemption notice period of one day and may redeem daily. The investment pool's authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool's liquidity. The Texas CLASS portfolio consists of U.S. Government securities; collateralized repurchase and reverse repurchase agreements; AAA rated money market mutual funds; and commercial paper.

LOGIC is duly chartered by the State of Texas Interlocal Cooperation Act, is administered by Hilltop Securities, Inc. and J.P. Morgan Investment Management, Inc. (JPMIM), and managed by JPMIM, who provides custody and investment management.

LOGIC's investment objectives are to seek preservation of principal, liquidity, and current income through investment in a diversified portfolio of short-term marketable securities. The portfolio will maintain a dollar-weighted average maturity that does not exceed 60 days and seeks to maintain a net asset value of $1.00 per share. LOGIC may invest in securities including: obligations of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; other obligations which are unconditionally guaranteed or insured by the U.S.; fully collateralized repurchase agreements with a defined termination date and unconditionally guaranteed or insured by the U.S. or its agencies and instrumentalities; SEC-registered money-market fund rated in the highest rating category by at least one nationally recognized statistical rating organization (NRSRO); and commercial paper as authorized under the Public Funds Investment Act. The investment pool has a redemption notice period of one day and no maximum transaction amounts. The investment pools' authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pools' liquidity.

TexSTAR is duly chartered by the State of Texas Interlocal Cooperation Act, is administered by Hilltop Securities, Inc. and J.P. Morgan Investment Management, Inc. (JPMIM), and managed by JPMIM, who provides custody and investment management.

The primary objectives of TexSTAR are, in order of priority, preservation and protection of principal, maintenance of sufficient liquidity to meet Participants' needs, and yield. The portfolio will maintain a dollar-weighted average maturity that does not exceed 60 days and seeks to maintain a net asset value of $1.00 per share. TexSTAR may invest in securities including: obligations of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; other obligations which are unconditionally guaranteed or insured by the U.S.; fully collateralized repurchase agreements with a defined termination date and unconditionally guaranteed or insured by the U.S. or its agencies and instrumentalities; and SEC-registered no-load money-market fund which meet the requirements of the Public Funds Investment Act. The investment pool has a redemption notice period of one day and no maximum transaction amounts. The investment pools' authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pools' liquidity.

*Interest Rate Risk.* In accordance with its investment policy, the government manages its exposure to declines in fair market values by limiting the average dollar weighted maturity of its investment portfolios to a maximum of 540 days.

*Custodial Credit Risk*. The City maintains a cash and investment pool that combines cash of the various funds in order to maximize investment opportunities. The City's policy and state statutes require that all deposits in financial institutions be insured by the Federal Depository Insurance Corporation (FDIC) or fully collateralized as per the Public Funds Collateral Act. The City's deposits were fully insured or collateralized as required by state statutes as of September 30, 2021.

*Credit Risk*. It is the City's policy to limit its investments to investment types with an investment quality rating not less than A or its equivalent by a nationally recognized statistical rating organization. The City's assets in investments meet the requirements as noted above.

## Note 4. Receivables

Receivables as of year-end for the government's individual major funds, nonmajor funds and enterprise funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

| | Governmental Funds | | | | Enterprise Funds | | |
|---|---|---|---|---|---|---|---|
| | General | Debt Service | Capital Projects | Non-Major Governmental | Water and Sewer | Drainage Fee | Total |
| Receivables: | | | | | | | |
| Accounts | $ 460,592 | $ - | $ 360 | $ 70,741 | $ 3,252,794 | $ 138,477 | $ 3,922,964 |
| Taxes | 1,115,753 | 25,304 | - | - | - | - | 1,141,057 |
| Loans | 127,500 | - | 10,000,000 | - | - | - | 10,127,500 |
| Gross receivables | 1,703,845 | 25,304 | 10,000,360 | 70,741 | 3,252,794 | 138,477 | 15,191,521 |
| Less allowance | 305,465 | - | - | - | 45,405 | - | 350,870 |
| **Net total receivables** | $ 1,398,380 | $ 25,304 | $ 10,000,360 | $ 70,741 | $ 3,207,389 | $ 138,477 | $ 14,840,651 |

The City's property tax is levied each October 1 on the assessed value listed as of the prior January 1 for all real property and certain personal property located in the City. The assessed value, net of exemptions, upon which the fiscal 2021 levy was based, was $5,548,965,087.

Property taxes are limited by the Texas constitution to $2.50 per $100 of assessed valuation and by City Charter to $1.50 per $100 valuation. Also, the tax rate set per budget year shall not result in property tax revenue increase greater than seven percent of the total property tax revenue collected in the preceding budget year, adjusted for new construction, unless authorized by the voters of the City at a special election. The combined tax rate to finance general governmental service and debt service for the year ended September 30, 2021, was $0.304366 per $100 of assessed valuation.

Taxes are due by January 31 following the levy date. Tax collections, including related penalties and interest, was $17,602,845 for the year ended September 30, 2021. Property taxes receivable at September 30, 2021, were $231,954.

The appraisal of property within the City is the responsibility of a countywide appraisal district as required by legislation passed by the Texas Legislature. The appraisal district is required under such legislation to assess all property within the appraisal district on the basis of 100% of its appraised value and is prohibited from applying any assessment ratios. The value of property within the appraisal district must be reviewed every three years; however, the City may, at its own expense, require annual reviews of appraised values. The City may challenge appraised values established by the appraisal district through various appeals and, if necessary, legal action.

In 2012, the City extended a loan in the amount of $200,000 to The Londoner Pub to fund some improvements to the restaurant. The loan, which bears no interest, was restructured in 2020 and is receivable in monthly installments of $750. The balance of the loan was $127,500 as of September 30, 2021.

During the year ended September 30, 2021, the primary government loaned $10 million to discretely presented component unit, Colleyville Tax Increment Financing Reinvestment Zone Number One (the TIF). The purpose of the loan was to assist the TIF in cash-funding large scale capital improvements. As of September 30, 2021, the outstanding balance was $10,000,000. The TIF will repay the loan in installments beginning in the 2024 fiscal year, with the full balance due in the 2028 fiscal year. The loan will bear interest at 0%.

## Note 5. Capital Assets

Capital asset activity for the year ended September 30, 2021, was as follows:

*Primary Government*

| | Beginning Balance | Capital Acquisitions | Sales or Disposals | Adjustments/ Transfers | Ending Balance |
|---|---|---|---|---|---|
| Governmental activities: | | | | | |
| Capital assets not being depreciated: | | | | | |
| Land | $ 9,178,641 | $ - | $ - | $ - | $ 9,178,641 |
| Construction-in-progress | 3,331,988 | 4,793,986 | - | (3,424,876) | 4,701,098 |
| Total capital assets not being depreciated | 12,510,629 | 4,793,986 | - | (3,424,876) | 13,879,739 |
| Capital assets being depreciated: | | | | | |
| Buildings and building improvements | 52,412,242 | 455,129 | - | 1,739,599 | 54,606,970 |
| Machinery and Equipment | 14,451,083 | 1,524,107 | (1,121,373) | - | 14,853,817 |
| Improvements other than buildings | 108,756,174 | 67,315 | - | 1,685,277 | 110,508,766 |
| Total capital assets being depreciated | 175,619,499 | 2,046,551 | (1,121,373) | 3,424,876 | 179,969,553 |
| Accumulated depreciation: | | | | | |
| Buildings and building improvements | (24,946,633) | (1,660,989) | - | - | (26,607,622) |
| Machinery and Equipment | (11,577,444) | (1,045,683) | 1,121,373 | - | (11,501,754) |
| Improvements other than buildings | (36,563,504) | (2,210,775) | - | - | (38,774,279) |
| Total accumulated depreciation | (73,087,581) | (4,917,447) | 1,121,373 | - | (76,883,655) |
| Total capital assets being depreciated, net | 102,531,918 | (2,870,896) | - | 3,424,876 | 103,085,898 |
| **Governmental activities capital assets, net** | $ 115,042,547 | $ 1,923,090 | $ - | $ - | $ 116,965,637 |

| | Beginning Balance | Capital Acquisitions | Sales or Disposals | Adjustments/ Transfers | Ending Balance |
|---|---|---|---|---|---|
| Business-Type activities: | | | | | |
| Capital assets not being depreciated: | | | | | |
| Land | $ 304,839 | $ - | $ - | $ - | $ 304,839 |
| Construction in progress | 2,261,840 | 913,017 | - | (119,096) | 3,055,761 |
| Total capital assets not being depreciated | 2,566,679 | 913,017 | - | (119,096) | 3,360,600 |
| Capital assets being depreciated: | | | | | |
| Buildings and building improvements | 53,922 | 6,937 | - | - | 60,859 |
| Machinery and equipment | 2,284,467 | 521,626 | - | - | 2,806,093 |
| Improvements other than buildings | 84,064,463 | 2,257,775 | - | 119,096 | 86,441,334 |
| Total capital assets being depreciated | 86,402,852 | 2,786,338 | - | 119,096 | 89,308,286 |
| Accumulated depreciation: | | | | | |
| Buildings and building improvements | (139,366) | (853) | - | - | (140,219) |
| Machinery and equipment | (1,742,677) | (196,437) | - | - | (1,939,114) |
| Improvements other than buildings | (42,651,640) | (1,987,180) | - | - | (44,638,820) |
| Total accumulated depreciation | (44,533,683) | (2,184,470) | - | - | (46,718,153) |
| Total capital assets being depreciated, net | 41,869,169 | 601,868 | - | 119,096 | 42,590,133 |
| **Business type activities capital assets, net** | $ 44,435,848 | $ 1,514,885 | $ - | $ - | $ 45,950,733 |

*Component Unit*

| | Beginning Balance | Capital Acquisitions | Sales or Disposals | Adjustments/ Transfers | Ending Balance |
|---|---|---|---|---|---|
| Component unit activities: | | | | | |
| Capital assets not being depreciated: | | | | | |
| Land | $ 16,264,941 | $ 839,350 | $ - | $ - | $ 17,104,291 |
| Construction-in-progress | 8,250,309 | 15,274,153 | - | (3,541,546) | 19,982,916 |
| Total capital assets not being depreciated | 24,515,250 | 16,113,503 | - | (3,541,546) | 37,087,207 |
| Capital assets being depreciated: | | | | | |
| Improvements other than buildings | 16,007,455 | 2,394,663 | - | 3,541,546 | 21,943,664 |
| Total capital assets being depreciated | 16,007,455 | 2,394,663 | - | 3,541,546 | 21,943,664 |
| Accumulated depreciation: | | | | | |
| Improvements other than buildings | (1,561,445) | (867,878) | - | - | (2,429,323) |
| Total accumulated depreciation | (1,561,445) | (867,878) | - | - | (2,429,323) |
| Total capital assets being depreciated, net | 14,446,010 | 1,526,785 | - | 3,541,546 | 19,514,341 |
| **Component unit activities capital assets, net** | $ 38,961,260 | $ 17,640,288 | $ - | $ - | $ 56,601,548 |

Depreciation expense was charged to functions/programs of the primary government as follows:

| | |
|---|---|
| Governmental activities: | |
| General government | $ 494,336 |
| Public safety | 927,100 |
| Public works | 2,396,785 |
| Culture and recreation | 1,099,226 |
| **Total depreciation expense - governmental activities** | $ 4,917,447 |
| Business-type activities: | |
| Water and sewer | $ 2,034,670 |
| Drainage utility | 149,800 |
| | $ 2,184,470 |

### Construction Commitments

The government has active construction projects as of September 30, 2021. The major projects are listed as follows:

| Project | Spent-to-date | Remaining Commitment |
|---|---|---|
| Bedford Rd Trail | $ 26,200 | $ 98,800 |
| Central Fire Station Interior Renovation | 25,512 | 99,488 |
| Cheek-Sparger Road Improvements | 4,072,791 | 25,694 |
| City Hall/Library HVAC Renovation | 343,140 | 49,576 |
| City Hall & Library Interior Renovation | 29,770 | 660,230 |
| Drainage Master Plan | 268,848 | 171,910 |
| Fire Station Bay Floors & Exhaust Removal System | 15,586 | 184,414 |
| Fire Station 3 Emergency Generator | 8,486 | 940 |
| FY21 Misc. Drainage Projects | 375,087 | 477,000 |
| Glade Rd Ph II ROW Acquisition | 496,462 | 198,538 |
| Glade Rd Ph II - Construction | 5,454,261 | 8,820,631 |
| HWY 26 RECONSTRUCTION | 2,129,046 | 10,000 |
| ILA Fiber Project | 413,352 | 278,930 |
| Justice Center Exterior Site Improvements | 15,137 | 434,863 |
| Justice Center HVAC Replacement | 430,886 | 17,916 |
| Justice Center Metal Roof Replacement | 470,684 | 258,816 |
| LD Lockett Right Turn Lane | 456,277 | 16,596 |
| LD Lockett Pump Generator | 265,061 | 224,439 |
| Nature Center Trail | 343,158 | 44,542 |
| Pickleball Courts | 139,887 | 6,326 |
| Plaza Audio Project | 3,799 | 1,201 |
| Pleasant Run Improvements | 3,135,115 | 642,153 |
| Public Works Facility Renovation | 287,006 | 835,853 |
| Quail Court & Woodbriar Improvements | 3,983 | 390,196 |
| Renovation Fire Station on Hall-Johnson | 2,803 | 97,197 |
| Restrooms at Pleasant Run Soccer Field | 340,772 | 30,371 |
| Roberts Road Reconstruction | 444,927 | 24,318 |
| Senior Center/Multi Generational Facility Renovation | 210,350 | 353,960 |
| SH26 Beautification | 4,890,861 | 1,957,607 |
| SH26 Light Pole Fixtures | 1,846,964 | 1,151,194 |
| Small Sidewalk Segments/Trails | 121,384 | 402,138 |
| Tinker Road Reconstruction | 127,018 | 209,175 |
| Water Project #10: Apple Valley | 500,792 | 23,401 |
| Waste Water Project 5: Quails Path | 44,370 | 5,630 |
| **Total** | $ 27,739,775 | $ 18,204,043 |

## Note 6. Interfund Transactions

Interfund balances reflect payments made by one fund on behalf of another fund for which cash settlement has not been made as of the end of the accounting period. As of September 30, 2021 interfund balances outstanding were as follows:

| | Due To | |
|---|---|---|
| | General | Total |
| Due From | | |
| Nonmajor governmental funds | $ 70,000 | $ 70,000 |
| **Total** | $ 70,000 | $ 70,000 |

The composition of interfund transfers as of September 30, 2021, is as follows:

| | Transfer in | | | |
|---|---|---|---|---|
| | General | Capital Projects | Nonmajor Government Funds | Total |
| Transfer out: | | | | |
| General fund | $ - | $ 3,282,779 | $ 524,706 | $ 3,807,485 |
| Nonmajor governmental funds | - | 10,000 | - | 10,000 |
| Water and wastewater | 281,861 | 127,415 | - | 409,276 |
| **Total** | $ 281,861 | $ 3,420,194 | $ 524,706 | $ 4,226,761 |

The most significant interfund transfers include the transfers of $3,282,779 and $524,706 from the General Fund to the Capital Projects fund and one Nonmajor Government fund, respectively, which represent transfers for capital replacement.

The $281,861 from the water and wastewater fund to the General Fund is a budgeted transfer for the fund's share of administrative expenses.

## Note 7. Long-term Liabilities

*General Obligation Bonds*

The government issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds have been issued for governmental activities. The original amount of general obligation bonds issued in prior years was $35,540,000.

General obligation bonds are direct obligations and pledge the full faith and credit of the government. These bonds generally are issued as 20-year serial bonds with equal amounts of principal maturing each year.

Long-term liability activity for the year ended September 30, 2021, was as follows:

| | Beginning Balance | Additions | Reductions | Ending Balance | Amount Due within One Year |
|---|---|---|---|---|---|
| Governmental activities: | | | | | |
| General obligation bonds and certificates of obligation | $ 3,110,000 | $ - | $ (410,000) | $ 2,700,000 | $ 425,000 |
| Sales tax revenue bonds | 4,775,000 | - | (4,775,000) | - | - |
| Bond premiums | 208,716 | - | (35,929) | 172,787 | 42,917 |
| Capital leases payable | 358,747 | 938,461 | (346,733) | 950,475 | 310,551 |
| Compensated absences | 2,070,254 | 1,502,441 | (1,677,903) | 1,894,792 | 339,061 |
| Net pension liability | - | 215,335 | - | 215,335 | - |
| Total OPEB liability | 548,457 | 130,570 | - | 679,027 | - |
| **Total governmental activities** | $ 11,071,174 | $ 2,786,807 | $ (7,245,565) | $ 6,612,416 | $ 1,117,529 |

| | Beginning Balance | Additions | Reductions | Ending Balance | Amount Due within One Year |
|---|---|---|---|---|---|
| Business-type activities: | | | | | |
| Revenue bonds and certificates of obligation | $ 125,000 | $ - | $ (125,000) | $ - | $ - |
| Compensated absences | 220,080 | 355,205 | (289,578) | 285,707 | 18,198 |
| Net pension liability | - | 26,143 | - | 26,143 | - |
| Total OPEB liability | 79,062 | 18,824 | - | 97,886 | - |
| **Total business-type activities** | $ 424,142 | $ 400,172 | $ (414,578) | $ 409,736 | $ 18,198 |

For the governmental activities, compensated absences are generally liquidated by the General Fund.

Long-term liabilities at September 30, 2021, consisted of the following:

| General Obligation Bonds and Certificates of Obligation | Final Maturity | Interest Rates | Governmental | Business-Type |
|---|---|---|---|---|
| $6,225,000 Series 2016, General Obligation Refunding Bonds | 2027 | 2.0 - 3.0% | $ 2,700,000 | $ - |
| | | | $ 2,700,000 | $ - |

The ordinances authorizing the issuance of Waterworks and Wastewater System Revenue Bonds created the Interest and Sinking Fund and Reserve Fund. The gross revenue of the waterworks and wastewater system, after deduction of reasonable expenses of operations and maintenance, are pledged to such funds in amounts equal to the total annual principal and interest requirements of the bonds and amounts required to maintain the Reserve Fund. At September 30, 2021, the City was in compliance with these requirements.

**Governmental-type Activities**

*General Obligation Bonds and Certificates of Obligation*

| Fiscal Years Ending September 30, | Governmental Activities | | |
|---|---|---|---|
| | Principal | Interest | Total |
| 2022 | $ 425,000 | $ 56,225 | $ 481,225 |
| 2023 | 435,000 | 43,325 | 478,325 |
| 2024 | 445,000 | 32,350 | 477,350 |
| 2025 | 455,000 | 23,350 | 478,350 |
| 2026 | 465,000 | 14,150 | 479,150 |
| 2027 | 475,000 | 4,750 | 479,750 |
| **Total** | $ 2,700,000 | $ 174,150 | $ 2,874,150 |

*Capital Leases*

The City is a lessee for a noncancellable lease of equipment.

During the current fiscal year, the City entered into a five- year lease agreement as lessee for the acquisition and use of a pumper. An initial lease liability was recorded in the amount of $557,708 during the current fiscal year. As of September 30, 2021, the value of the lease liability was $452,007. The City is required to make yearly principal and interest payments of $120,700 The lease has an interest rate of 2.69%. The equipment has a 10-year estimated useful life.

In addition, the City entered into a three-year lease agreement as lessee for the acquisition and use of an ambulance. An initial lease liability was recorded in the amount of $380,753 during the current fiscal year. As of September 30, 2021, the value of the lease liability was $227,341 The City is required to make yearly principal and interest payments of $120,000. The lease has an interest rate of 3.69%. The equipment has a 10-year estimated useful life.

These leases in addition to capital leases entered into prior to fiscal year 2021 totaled $950,475 as of year end. These capital leases are classified as machinery and equipment. The amortized value of the right-

to-use assets as of the end of the current fiscal year was $1,337,527. Capital lease amortization expense has been included in depreciation expense for the year ended September 30, 2021.

The future minimum lease obligations and the net present value of these minimum lease payments as of September 30, 2021, were as follows:

| Fiscal Years Ending September 30, | Governmental Activities |
|---|---|
| 2022 | $ 339,173 |
| 2023 | 289,185 |
| 2024 | 169,185 |
| 2025 | 169,185 |
| 2026 | 48,485 |
| Total minimum lease payments | 1,015,213 |
| Less: amount representing interest | (64,738) |
| **Present value of minimum lease payments** | $ 950,475 |

## Note 8. Defined Benefit Pension Policies

*Plan Descriptions*
The City participates as one of 895 plans in the defined benefit cash-balance plan administered by the Texas Municipal Retirement System (TMRS). TMRS is a statewide public retirement plan created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for employees of Texas participating cities. The TMRS Act places the general administration and management of TMRS with a six-member, Governor-appointed Board of Trustees; however, TMRS is not fiscally dependent on the State of Texas. TMRS issues a publicly available Comprehensive Annual Financial Report (Annual Report) that can be obtained at tmrs.com.

All eligible employees of the City are required to participate in TMRS.

*Benefits Provided*
TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the City-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payments options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

A summary of plan provisions for the City are as follows:

| | |
|---|---|
| Employee deposit rate | 7% |
| Matching ratio (City to employee) | 2 to 1 |
| Years required for vesting | 5 |
| Service retirement eligibility | Twenty years to any age, five years at age 60 and above |
| Updated service credit | 100% repeating, transfers |
| Annuity increase to retirees | 0% of CPI |

*Employees Covered by Benefit Terms*
At the December 31, 2020 valuation and measurement date, the following employees were covered by the benefit –terms:

| | |
|---|---|
| Inactive employees or beneficiaries currently receiving benefits | 158 |
| Inactive employees entitled to but not yet receiving benefits | 148 |
| Active employees | 191 |
| | 497 |

*Contributions*
The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the City matching percentages are with 100%, 150%, or 200%, both as adopted by the governing body of the City. Under the state law governing TMRS, the contributions rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 9.10% and 9.57% in calendar years 2020 and 2021, respectively. The city's contributions to TMRS for the year ended September 30, 2021, were $1,399,397, and were equal to the required contributions.

*Net Pension Liability/(Asset)*
The City's Net Pension Liability/(Asset) was measured as of December 31, 2020, and the Total Pension Liability/(Asset) used to calculate the Net Pension Liability/(Asset) was determined by an actuarial valuation as of that date.

*Actuarial Assumptions*
The Total Pension Liability/(Asset) in the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions:

| | |
|---|---|
| Inflation | 2.5% per year |
| Overall payroll growth | 2.75% per year, adjusted down for population declines, if any |
| Investment Rate of Return | 6.75%, net of pension plan investment expense, including inflation |

Salary increases were based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2020 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees is used with a four-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These rangers are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, GRS focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive). The target allocation and best estimates of arithmetic real rates of return for each major assets class in fiscal year 2021 are summarized in the following table:

| Asset Class | Target Allocation | Long-Term Expected Real Rate of Return (Arithmetic) |
|---|---|---|
| Global equity | 30.0% | 5.30% |
| Core fixed income | 10.0% | 1.25% |
| Non-core fixed income | 20.0% | 4.14% |
| Real return | 10.0% | 3.85% |
| Real estate | 10.0% | 4.00% |
| Absolute return | 10.0% | 3.48% |
| Private equity | 10.0% | 7.75% |
| **Total** | 100.0% | |

*Discount Rate*

The discount rate used to measure the Total Pension Liability/(Asset) was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statue. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the Total Pension Liability/(Asset).

*Changes in the Net Pension Liability/(Asset)*

| | Increase (Decrease) | | |
|---|---|---|---|
| | Total Pension Liability(Asset) (a) | Plan Fiduciary Net Position (b) | Net Pension Liability(Asset) (a) - (b) |
| Balance at December 31, 2019 | $ 64,510,250 | $ 64,577,485 | $ (67,235) |
| Changes for the year: | | | |
| Service cost | 2,314,748 | - | 2,314,748 |
| Interest | 4,338,383 | - | 4,338,383 |
| Change of benefit terms | - | - | - |
| Difference between expected and actual experience | 897,142 | - | 897,142 |
| Changes of assumptions | - | - | - |
| Contributions - employer | - | 1,330,794 | (1,330,794) |
| Contributions - employee | - | 1,042,009 | (1,042,009) |
| Net investment income | - | 4,901,713 | (4,901,713) |
| Benefit payments, including refunds of employee contributions | (2,790,558) | (2,790,558) | - |
| Administrative expense | - | (31,719) | 31,719 |
| Other changes | - | (1,237) | 1,237 |
| Net changes | 4,759,715 | 4,451,002 | 308,713 |
| **Balance at December 31, 2020** | $ 69,269,965 | $ 69,028,487 | $ 241,478 |

The following presents the net pension liability/(asset) of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is one-percentage-point lower (5.75%) or one-percentage-higher (7.75%) than the current rate:

| | 1% Decrease in Discount Rate (5.75%) | Discount Rate (6.75%) | 1% Increase in Discount Rate (7.75%) |
|---|---|---|---|
| Net pension liability(asset) | $ 9,930,782 | $ 241,478 | $ (7,746,167) |

*Pension Plan Fiduciary Net Position*
Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. The report may be obtained on the Internet at *www.tmrs.org*.

**Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions.**

For the year ended September 30, 2021, the City recognized pension expense of $1,352,700. The General Fund, Capital Projects Fund, Colleyville Economic Development Fund, Water and Sewer Fund, Drainage Utility Fund, Crime District Fund, and Juvenile Case Manager Fund have been used to liquidate pension liabilities.

At September 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

| | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| Differences between expected and actual economic experience | $ 1,327,666 | $ - |
| Changes in actuarial assumptions | 137,593 | - |
| Difference between projected and actual investment earnings | - | (1,829,812) |
| Contributions subsequent to the measurement date | 1,031,115 | - |
| **Total** | $ 2,496,374 | $ (1,829,812) |

$1,031,115 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability/(asset) for the measurement year ending December 30, 2020 (i.e. recognized in the City's financial statements for the year ended September 30, 2022). Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

| Fiscal Years Ended December 30, | Net Deferred Outflows (Inflows) of Resources |
|---|---|
| 2021 | $ 36,837 |
| 2022 | 596,363 |
| 2023 | (889,208) |
| 2024 | (108,545) |
| 2025 | - |
| **Total** | $ (364,553) |

## Note 9. Other Postemployment Benefits

*Plan Description*
The City also participates in the cost sharing multiple-employer defined benefit group-term life insurance plan operated by the TMRS known as the Supplemental Death Benefits Fund (SDBF). The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The City may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death); retired employees are insured for $7,500; this coverage is an "other post-employment benefit," or OPEB.

Membership in the plan at December 31, 2020, the date of the latest actuarial valuation, consists of the following:

| | |
|---|---|
| Inactive employees currently receiving benefits | 103 |
| Inactive employees entitled to but not yet receiving benefits | 20 |
| Active employees | 191 |
| Total | 314 |

*Valuation of Assets*
For purposes of calculating the Total OPEB Liability, the plan is considered to be unfunded and therefore no assets are accumulated for OPEB.

*Actuarial Assumptions:*
The OPEB Liability in the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions:

| | |
|---|---|
| Inflation | 2.50% |
| Salary increases | 3.50% to 11.50% including inflation |
| Discount rate | 2.00% |

Salary increases were based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2020 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees is used with a four-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

*Discount Rate*

Because the Supplemental Death Benefits Fund is considered an unfunded trust under GASB Statement No. 75, the relevant discount rate for calculating the Total OPEB Liability is based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of the measurement date.

| | OPEB Liability |
|---|---|
| Balance at December 31, 2019 | $ 627,519 |
| Changes for the year: | |
| Service cost | 32,749 |
| Interest | 17,646 |
| Change of benefit terms | - |
| Difference between expected and actual experience | (3,392) |
| Changes of assumptions | 106,857 |
| Benefit payments, including refunds of employee contributions | (4,466) |
| Net changes | 149,394 |
| **Balance at December 31, 2020** | $ 776,913 |

The following presents the OPEB liability of the City, calculated using the discount rate of 2.00%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is one-percentage-point lower (1.00%) or one-percentage-higher (3.00%) than the current rate:

| | 1% Decrease in Discount 1.00% | Discount Rate 2.00% | 1% Increase in Discount 3.00% |
|---|---|---|---|
| Total OPEB liability | $ 957,011 | $ 776,913 | $ 639,001 |

**OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB.**

For the year ended September 30, 2021, the City recognized OPEB expense of $81,641. The General Fund, Capital Projects Fund, Colleyville Economic Development Fund, Water and Sewer Fund, Drainage Utility Fund, Crime District Fund, and Juvenile Case Manager Fund have been used to liquidate OPEB liabilities.

At September 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

| | Deferred Outflows of Resources | Deferred Inflows of Resources |
|---|---|---|
| Differences between expected and actual experience | $ - | $ (12,194) |
| Changes in assumptions and other inputs | 175,862 | (20,718) |
| Contributions made subsequent to measurement date | 3,232 | - |
| **Total** | $ 179,094 | $ (32,912) |

$3,232 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the OPEB liability for the measurement year ending December 30, 2020 (i.e. recognized in the City's financial statements for the year ended September 30, 2022). Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

| Years Ending December 30, | Net Deferred Outflows (Inflows) of Resources |
|---|---|
| 2021 | $ 31,246 |
| 2022 | 31,246 |
| 2023 | 28,316 |
| 2024 | 27,937 |
| 2025 | 21,516 |
| Thereafter | 2,689 |
| **Total** | $ 142,950 |

## Note 10. Water and Wastewater Contracts

The City has two contracts with the Trinity River Authority of Texas (TRA) for the purchase of treated water and for the transportation, treatment and disposal of sanitary sewage and other waste. The initial term of the contracts are 35 years (water – April 2014) and 50 years (wastewater – November 2023), however both contain language that they will continue in effect until all related bonds and refunding bonds in lieu of debt have been paid. While the provisions of each of the contracts vary, each contract basically requires the City to pay varying amounts based on the costs associated with water purchased and sewage transported and/or treated and disposed. The cost includes the City's proportionate share of TRA's operating and maintenance expenses, related debt service costs, and certain other miscellaneous charges. Purchases of treated water and charges for the transportation, treatment and disposal of sewage and other wastes during fiscal year 2021 amounted to approximately $8,014,700 and $3,050,487, respectively.

## Note 11. Contingent Liabilities

The City has been named as a defendant or co-defendant in a number of legal actions. While the outcome of these cases is not known at this time, City management believes that any awards to insured parties which must be paid in excess of amounts covered by insurance will not be material to the financial position of the City.

## Note 12. Risk Financing and Insurance

The City is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. During the fiscal year 1974, the City joined the Texas Municipal League Workers Compensation Joint Insurance Fund for risks related to employees. During the fiscal year 1992, the City joined the Texas Municipal League Joint Insurance Fund for risks related to general liability, property and errors and omissions. Premiums are paid to the Pool, which retains a limit of loss. Reinsurance companies insure the risks beyond those limits. The City retains, as a risk, only the deductible amount of each policy. There have been no significant reductions in insurance coverage and no settlements exceeded insurance coverage in the past three fiscal years.

## Note 13. Tax Abatements

The City negotiates Chapter 380 sales tax rebate agreements on an individual basis. The City has tax rebate agreements with one entity as of September 30, 2021. The agreement states that the company desires to purchase and use new building materials within the City to generate additional sales and use tax revenue for the City. There were no sales taxes rebated under this agreement for the year ended September 30, 2021.

## Note 14. New Accounting Pronouncements

The GASB pronouncements effective in fiscal year 2021 and 2022 are listed as follows:

The GASB issued Statement No. 84: Fiduciary Activities in January 2017, effective in the year ended September 30, 2021. The primary objective of this Statement is to enhance consistency and comparability of fiduciary activities reported by (1) establishing specific criteria for identifying activities that should be reported as fiduciary activities, and (2) clarifying whether and how business-type activities should report their fiduciary activities. The cumulative effect of implementation of GASB Statement No. 84 in the amount $3,570 was recognized related to the Employee Activity Fund and $18,818 was recognized related to the Police Asset Forfeiture. The total cumulative effect of $22,388 was recognized in the Statement of Changes in Fiduciary Net Position for the Custodial Funds. In addition, the cumulative effect of the implementation of GASB Statement No. 84 in the amount $21,920 related Sesquicentennial Fund was recognized in Statement of Revenues, Expenditures, and Changes in Fund Balances. The change related to the Police Asset Forfeiture offset the change related to the Sesquicentennial Fund in the amount of $3,102 on the Statement of Activities.

In response to the implementation of GASB 84, the City no longer includes a Statement of Fiduciary Net Position in its basic financial statements. Instead, the City utilizes a Statement of Custodial Net Position for Fiduciary Funds, and has added a Statement of Changes in Custodial Net Position for Fiduciary Funds. No other financial statements were affected by the implementation of GASB 84.

In June 2017, GASB issued Statement No. 87, Leases. This Statement requires recognition of certain lease assets and liabilities for leases that were previously classified as operating leases and recognized as inflows or outflows of resources based on the payment provisions of the contract, and will be effective for the fiscal year ending September 30, 2022. The City is determining the impact of this statement.

In December 2019, GASB issued Statement No. 89, Accounting for Interest Cost Incurred before the End of a Construction Period. This Statement requires that interest costs incurred before the end of a construction period be recognized as expenses in the period in which the costs are incurred. As a result, the interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund. This Statement

will be effective for the fiscal year ending September 30, 2022. The City is determining the impact of this statement.

The GASB issued Statement No. 90, Majority Equity Interests, An Amendment of GASB Statements No. 14 and 16, which was effective for fiscal year 2021. The objective of this Statement is to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. This Statement applies to all state and governmental entities. The City implemented this standard in fiscal year 2021 but it had no impact on the City.

The GASB issued Statement No. 92, Omnibus 2020. This Statement establishes accounting and financial reporting requirements for specific issues related to leases, intraentity transfers of assets, postemployment benefits, government acquisitions, risk financing and insurance-related activities of public entity risk pools, fair value measurements, and derivative instruments. This statement will become effective for the City in fiscal year 2022.

The GASB issued Statement No. 93, Replacement of Interbank Offered Rates. This Statement establishes accounting and financial reporting requirements related to the replacement of IBORs in hedging derivative instruments and leases. This statement will become effective for the City in fiscal year 2021/2022.

The GASB issued Statement No. 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans - an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32. This Statement modifies the applicability of certain component unit criteria as they relate to defined contribution pension plans, defined contribution OPEB plans, and other employee benefit plans. This statement will become effective for the City in fiscal year 2022/immediately.

The GASB issued Statement No. 98, The Annual Comprehensive Financial Report. This Statement was issued in October 2021 and establishes the term annual comprehensive financial report and its acronym ACFR. That new term and acronym replace instances of comprehensive annual financial report and its acronym in generally accepted accounting principles for state and local governments. The implementation of this standard changed the report name to the Annual Comprehensive Financial Report.

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# Required Supplementary Information

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# Budgetary Comparison Schedules

**City of Colleyville, Texas** **Exhibit A-1**

General Fund

Budgetary Comparison Schedule (GAAP Basis)

For the Fiscal Year Ended September 30, 2021

| | Budgeted Amounts | | | Variance with Final Budget - Positive (Negative) |
|---|---|---|---|---|
| | Original | Final | Actual | |
| **REVENUES** | | | | |
| Taxes | $ 21,678,000 | $ 21,678,000 | $ 22,468,784 | $ 790,784 |
| Fines and forfeitures | 620,000 | 620,000 | 693,626 | 73,626 |
| Licenses, permits and fees | 836,500 | 836,500 | 911,816 | 75,316 |
| Intergovernmental | 194,318 | 194,318 | 194,318 | - |
| Charges for services | 1,383,602 | 1,383,602 | 1,428,375 | 44,773 |
| Grants/Contributions | - | - | 2,533,032 | 2,533,032 |
| Investment earnings | 50,000 | 50,000 | 37,522 | (12,478) |
| Miscellaneous | 60,100 | 60,100 | 57,446 | (2,654) |
| **TOTAL REVENUES** | 24,822,520 | 24,822,520 | 28,324,919 | 3,502,399 |
| **EXPENDITURES** | | | | |
| Current: | | | | |
| General government | 4,749,937 | 4,749,937 | 4,715,312 | 34,625 |
| Community development and engineering | 1,461,073 | 1,461,073 | 1,457,051 | 4,022 |
| Fire and rescue | 6,165,614 | 6,165,614 | 6,146,432 | 19,182 |
| Leisure services | 2,494,335 | 2,494,335 | 2,473,785 | 20,550 |
| Maintenance | 736,185 | 736,185 | 729,083 | 7,102 |
| Municipal court | 599,214 | 599,214 | 538,946 | 60,268 |
| Police services | 5,179,774 | 5,179,774 | 5,137,758 | 42,016 |
| Streets and drainage | 990,808 | 990,808 | 939,797 | 51,011 |
| Capital outlay | 84,500 | 84,500 | 1,082,617 | (998,117) |
| **TOTAL EXPENDITURES** | 22,461,440 | 22,461,440 | 23,220,781 | (759,341) |
| Excess of revenues over expenditures | 2,361,080 | 2,361,080 | 5,104,138 | 2,743,058 |
| **OTHER FINANCING SOURCES (USES)** | | | | |
| Proceeds from a capital lease | - | - | 938,461 | 938,461 |
| Proceeds from the sale of property | 20,000 | 20,000 | 20,817 | 817 |
| Transfers in | 281,861 | 281,861 | 281,861 | - |
| Transfers out | (2,014,706) | (2,014,706) | (3,807,485) | (1,792,779) |
| **TOTAL OTHER FINANCING SOURCES (USES)** | (1,712,845) | (1,712,845) | (2,566,346) | (853,501) |
| **NET CHANGE IN FUND BALANCE** | 648,235 | 648,235 | 2,537,792 | 1,889,557 |
| **FUND BALANCES, beginning of year** | 8,379,578 | 8,379,578 | 8,379,578 | - |
| **FUND BALANCES, end of year** | $ 9,027,813 | $ 9,027,813 | $ 10,917,370 | $ 1,889,557 |

See Notes to the Budgetary Comparison Schedules

**City of Colleyville, Texas** **Exhibit A-2**

Colleyville Economic Development Fund
Budgetary Comparison Schedule (GAAP Basis)
For the Fiscal Year Ended September 30, 2021

| | Budgeted Amounts | | | Variance with Final Budget - Positive (Negative) |
|---|---|---|---|---|
| | Original | Final | Actual | |
| **REVENUES** | | | | |
| Taxes | $ 2,052,391 | $ 2,052,391 | $ 2,390,336 | $ 337,945 |
| Intergovernmental | 5,518,968 | 5,518,968 | 5,518,968 | - |
| Investment earnings | 10,000 | 10,000 | 13,658 | 3,658 |
| Miscellaneous | 225,000 | 225,000 | 4,617 | (220,383) |
| Total revenues | 7,806,359 | 7,806,359 | 7,927,579 | 121,220 |
| **EXPENDITURES** | | | | |
| General government | 207,239 | 207,239 | 225,193 | (17,954) |
| Leisure services | 779,570 | 779,570 | 599,423 | 180,147 |
| Capital outlay | 660,000 | 660,000 | 547,225 | 112,775 |
| Debt service: | | | | |
| Principal retirement | 4,630,856 | 4,630,856 | 4,775,000 | (144,144) |
| Interest and fiscal charges | 144,144 | 144,144 | 43,167 | 100,977 |
| Total expenditures | 6,421,809 | 6,421,809 | 6,190,008 | 231,801 |
| Excess (deficiency) of revenues over (under) expenditures | 1,384,550 | 1,384,550 | 1,737,571 | 353,021 |
| Net change in fund balance | 1,384,550 | 1,384,550 | 1,737,571 | 353,021 |
| **FUND BALANCE, beginning of year** | 4,479,889 | 4,479,889 | 4,479,889 | - |
| **FUND BALANCE, end of year** | $ 5,864,439 | $ 5,864,439 | $ 6,217,460 | $ 353,021 |

See Notes to the Budgetary Comparison Schedules

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**Budgetary Data**

The City Council adheres to the following procedures in establishing the budgets reflected in the financial statements:

1. Prior to September 1, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.

2. Public hearings are conducted to obtain taxpayers' comments.

3. Prior to September 30, the budget is legally enacted through passage of an ordinance.

4. Annual budgets are legally adopted for the General Fund, Debt Service Fund, the Colleyville Economic Development Fund, and the Crime District Fund all on a basis consistent with accounting principles generally accepted in the United States of America. Formal budgetary integration is not employed for Proprietary Funds. However, the City does adopt an annual budget for those funds for managerial control. Budgetary data for the Capital Projects Fund has not been presented in the budgetary comparison schedules, as such funds are budgeted over the life of the respective project and not on an annual basis. Accordingly, formal budgetary integration is not employed for the Capital Projects Funds.

5. The City Manager is authorized to transfer budgeted amounts between departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.

6. Expenditures in excess of appropriations for the year ended September 30, 2021 were:

| | |
|---|---|
| General Fund: | |
| Capital Outlay | ($998,117) |

The General Fund capital outlay expenditures exceeded appropriations by $998,117 mainly due to the new Fire pumper and ambulance leases. This overage was funded by underspending in other functions.

**City of Colleyville, Texas** **Exhibit A-3**

Schedule of Changes in Net Pension Liability
and Related Ratios
Texas Municipal Retirement System
Last Seven Measurement Years

| | Measurement Year 2020 | Measurement Year 2019 | Measurement Year 2018 | Measurement Year 2017 | Measurement Year 2016 | Measurement Year 2015 | Measurement Year 2014 |
|---|---|---|---|---|---|---|---|
| Total pension liability: | | | | | | | |
| Service cost | $ 2,314,748 | $ 2,114,121 | $ 2,067,935 | $ 2,045,941 | $ 1,920,420 | $ 1,820,192 | $ 1,598,908 |
| Interest | 4,338,383 | 4,016,942 | 3,748,186 | 3,528,308 | 3,302,291 | 3,149,676 | 2,938,763 |
| Changes of benefit terms | - | - | - | - | - | - | - |
| Difference between expected and actual experience | 897,140 | 943,948 | 713,928 | 19,139 | 205,568 | (55,444) | 136,216 |
| Change in assumptions | - | 282,429 | - | - | - | 937,119 | - |
| Benefit payments, including refunds of employee contributions | (2,790,558) | (2,600,777) | (2,542,340) | (2,151,523) | (2,133,755) | (1,814,665) | (1,728,299) |
| Net change in total pension liability | 4,759,713 | 4,756,663 | 3,987,709 | 3,441,865 | 3,294,524 | 4,036,878 | 2,945,588 |
| Total pension liability - beginning | 64,510,252 | 59,753,589 | 55,765,880 | 52,324,015 | 49,029,491 | 44,992,613 | 42,047,025 |
| Total pension liability - ending (a) | 69,269,965 | 64,510,252 | 59,753,589 | 55,765,880 | 52,324,015 | 49,029,491 | 44,992,613 |
| Plan fiduciary net position: | | | | | | | |
| Contributions - employer | 1,330,792 | 1,159,312 | 1,159,516 | 1,082,013 | 922,484 | 903,631 | 745,874 |
| Contributions - employee | 1,042,009 | 948,036 | 920,251 | 898,468 | 851,897 | 822,553 | 763,324 |
| Net investment income | 4,901,713 | 8,718,902 | (1,757,178) | 7,166,092 | 3,298,224 | 72,103 | 2,657,437 |
| Benefit payments, including refunds of employee contributions | (2,790,558) | (2,600,777) | (2,542,340) | (2,151,523) | (2,133,755) | (1,814,665) | (1,728,299) |
| Administrative expense | (31,719) | (49,271) | (33,959) | (37,136) | (37,249) | (43,918) | (27,747) |
| Other | (1,238) | (1,480) | (1,774) | (1,882) | (2,007) | (2,170) | (2,281) |
| Net change in plan fiduciary net position | 4,450,999 | 8,174,722 | (2,255,484) | 6,956,032 | 2,899,594 | (62,466) | 2,408,308 |
| Plan fiduciary net position - beginning | 64,577,488 | 56,402,766 | 58,658,250 | 51,702,218 | 48,802,624 | 48,865,090 | 46,456,782 |
| Plan fiduciary net position - ending (b) | 69,028,487 | 64,577,488 | 56,402,766 | 58,658,250 | 51,702,218 | 48,802,624 | 48,865,090 |
| **Net pension liability(asset) - ending (a) - (b)** | $ 241,478 | $ (67,236) | $ 3,350,823 | $ (2,892,370) | $ 621,797 | $ 226,867 | $ (3,872,477) |
| Plan fiduciary net position as a percentage of total pension liability(asset) | 99.65% | 100.10% | 94.39% | 105.19% | 98.81% | 99.54% | 108.61% |
| Covered payroll | $ 14,885,841 | $ 13,543,374 | $ 13,146,439 | $ 12,835,255 | $ 12,169,964 | $ 11,750,753 | $ 10,904,635 |
| Net pension liability(asset) as a percentage of covered payroll | 1.62% | -0.50% | 25.49% | -22.53% | 5.11% | 1.93% | -35.51% |

**Note**: Only seven years of data is presented in accordance with GASB #68, paragraph 138. "The information for all period for the 10-year schedules that are required to be presented as required supplementary information may be available initially. In these cases, during the transition period, that information should be presented for as many periods as are available. The schedules should not include information that is not measured in accordance with the requirements of this statement. Additional years' information will be displayed as it becomes available."

**City of Colleyville, Texas** **Exhibit A-4**

Schedule of Contributions
Texas Municipal Retirement System
Last Eight Fiscal Years

| | Fiscal Year 2021 | Fiscal Year 2020 | Fiscal Year 2019 | Fiscal Year 2018 | Fiscal Year 2017 | Fiscal Year 2016 | Fiscal Year 2015 | Fiscal Year 2014 |
|---|---|---|---|---|---|---|---|---|
| Actuarially determined contribution | $ 1,352,700 | $ 2,197,460 | $ 2,596,092 | $ 1,538,670 | $ 1,048,848 | $ 941,907 | $ 868,363 | $ 738,034 |
| Contribution in relation of the actuarially determined contribution | 1,352,700 | 2,197,460 | 2,596,092 | 1,538,670 | 1,048,848 | 941,907 | 868,363 | 738,034 |
| **Contribution deficiency (excess)** | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Covered payroll | $ 14,821,499 | $ 14,213,930 | $ 13,389,846 | $ 13,188,135 | $ 12,528,384 | $ 12,281,471 | $ 11,640,489 | $ 10,707,890 |
| Contributions as a percentage of covered payroll | 9.13% | 15.46% | 19.39% | 11.67% | 8.37% | 7.67% | 7.46% | 6.89% |

**Note**: GASB #68, paragraph 81.2.b requires that the data in this schedule be presented as of the City's fiscal year as opposed to the time period covered by the measurement date.

**Note**: Only eight years of data is presented in accordance with GASB #68, paragraph 138. "The information for all period for the 10-year schedules that are required to be presented as required supplementary information may be available initially. In these cases, during the transition period, that information should be presented for as many periods as are available. The schedules should not include information that is not measured in accordance with the requirements of this statement. Additional years' information will be displayed as it becomes available."

## City of Colleyville, Texas

Notes to Texas Municipal Retirement System- Net Pension Liability
Required Supplementary Information
For the Fiscal Year Ended September 30, 2021

| | |
|---|---|
| Actuarial Cost Method | Entry Age Normal |
| Amortization Method | Level Percentage of Payroll, Closed |
| Remaining Amortization Period | 24 years |
| Asset Valuation Method | 10 Year smoothed market; 12% soft corridor |
| Inflation | 2.50% |
| Salary Increases | 3.50% to 11.5% including inflation |
| Investment Rate of Return | 6.75% |
| Retirement Age | Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014 - 2018. |
| Mortality | Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP.<br>Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP. |
| Other Information | There were no benefit changes during the year. |

**City of Colleyville, Texas** **Exhibit A-5**

Schedule of Changes in Total OPEB Liability
and Related Ratios
Texas Municipal Retirement System
Last Four Years

| | Measurement Year 2020 | Measurement Year 2019 | Measurement Year 2018 | Measurement Year 2017 |
|---|---|---|---|---|
| Total OPEB liability: | | | | |
| Service cost | $ 32,749 | $ 23,024 | $ 26,293 | $ 21,820 |
| Interest | 17,646 | 18,777 | 16,950 | 16,399 |
| Changes of benefit terms | - | - | - | - |
| Difference between expected and actual experience | (3,392) | (9,503) | (5,282) | - |
| Change in assumptions | 106,857 | 102,645 | (38,274) | 41,681 |
| Benefit payments, including refunds of employee contributions | (4,466) | (4,063) | (3,944) | (3,851) |
| Net changes | 149,394 | 130,880 | (4,257) | 76,049 |
| Net OPEB liability - beginning | 627,519 | 496,639 | 500,896 | 424,847 |
| Net OPEB liability - ending | $ 776,913 | $ 627,519 | $ 496,639 | $ 500,896 |
| Covered payroll | $ 14,885,841 | $ 13,543,374 | $ 13,146,439 | $ 12,835,255 |
| Net OPEB liability as a percentage of covered payroll | 5.22% | 4.63% | 3.78% | 3.90% |

**Note**: Only four years of data is presented in accordance with GASB #75. "The information for all period for the 10-year schedules that are required to be presented as required supplementary information may be available initially. In these cases, during the transition period, that information should be presented for as many periods as are available. The schedules should not include information that is not measured in accordance with the requirements of this statement. Additional years' information will be displayed as it becomes available."

**City of Colleyville, Texas**

Notes to Texas Municipal Retirement System- OPEB Liability
Required Supplementary Information
For the Fiscal Year Ended September 30, 2021

| | |
|---|---|
| Inflation | 2.50% |
| Salary Increases | 3.50% to 11.5% including inflation |
| Discount Rate* | 2.00% |
| Retirees' share of benefit-related cost | $0 |
| Administrative expenses | All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68. |
| Mortality rates - service retirees | 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. |
| Mortality rates - disabled retirees | 2019 Municipal Retirees of Texas Mortality Tables with a 4 year setforward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor. |

* The discount rate was based on the Fidelity Index's "20-year Municipal GO AA Index" rates as of December 31, 2020.

# Combining and Individual Fund Financial Statements and Schedules

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**City of Colleyville, Texas** **Exhibit B-1**

Debt Service Fund
Budgetary Comparison Schedule (GAAP Basis)
For the Fiscal Year Ended September 30, 2021

| | Budgeted Amounts | | | Variance with Final Budget - Positive |
|---|---|---|---|---|
| | Original | Final | Actual | (Negative) |
| **REVENUES** | | | | |
| Taxes | $ 776,500 | $ 776,500 | $ 804,774 | $ 28,274 |
| Investment earnings | 6,000 | 6,000 | 466 | (5,534) |
| Total revenues | 782,500 | 782,500 | 805,240 | 22,740 |
| **EXPENDITURES** | | | | |
| Principal retirement | 749,173 | 749,173 | 756,733 | (7,560) |
| Interest and fiscal charges | 70,250 | 70,250 | 107,713 | (37,463) |
| Total expenditures | 819,423 | 819,423 | 864,446 | (45,023) |
| Deficiency of revenues under expenditures | (36,923) | (36,923) | (59,206) | (22,283) |
| Net change in fund balance | (36,923) | (36,923) | (59,206) | (22,283) |
| **FUND BALANCE, beginning of year** | 1,126,003 | 1,126,003 | 1,126,003 | - |
| **FUND BALANCE, end of year** | $ 1,089,080 | $ 1,089,080 | $ 1,066,797 | $ (22,283) |

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## Non-Major Governmental Funds

### Special Revenue Funds

*Special Revenue Funds* are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

**Voluntary Park** — This fund is used to account for the operations for which voluntary contributions by citizens are used. Contributions are used primarily to support park activities.

**Voluntary Library** — This fund is used to account for the operations for which voluntary contributions by citizens are used. Contributions are used primarily to support library activities.

**Sesquicentennial Fund** – This fund is used to account for sales of the City's Sesquicentennial anniversary history book. Sales proceeds are used to benefit of the City of Colleyville's historical purposes.

**Tree Preservation** — This fund is used to account for operations related to replacement of trees, which are eliminated due to commercial development. Contributions are received from entities that are developing the property.

**Library Donation** — This fund is used to account for private and corporate donations for capital purchases related to the library building for the City.

**Recreational Event** — This fund is used to account for activities related to special events for the City.

**LEOSE (Law Enforcement Officer Standards and Education)** — This fund is used to account for activities related to the continuing education of qualified law enforcement officers as funded by the State of Texas LEOSE Account.

**Crime District** — This fund is used to account for the Colleyville Crime Control and Prevention District formed to act on behalf of the City for financing the development of crime control throughout the City.

**Special Donations** — This fund is used to account for various donations made to the City for specific projects.

**Court Technology** — This fund is used to account for the collection and use of fines collected to be specifically used on technology for the court.

**Court Security** — This fund is used to account for the collection and use of fines collected to be specifically used for court security purposes.

**Grant Fund** — This fund is used to account for grant related activity.

**Public Art** — This fund is used to account for the acquisition of art to be placed in City owned facilities with high public visibility.

**Juvenile Case Manager** — This fund is used to account for staff, whose primary role is handling juvenile defendants in terms of teen court dockets, all school violations including truancy, failure to attend school and parental noncompliance violations, and mandatory classes for drug, tobacco and alcohol defendants, as permitted by state statute.

**Hotel Tax Fund** — This fund is used to account for all hotel occupancy tax revenues which are restricted by state statute and can only be used on expenditures related to tourism activities.

## Capital Projects Funds

*Capital Projects Funds* are used to account for the acquisition and construction of major capital facilities other than those financed by proprietary funds and trust funds.

**Colleyville Tomorrow Fund** — This fund is used to account for proceeds received on gas leases on City-owned property to be used for capital purchases.

**Parks Tomorrow Fund** — This fund is used to account for proceeds received on gas leases on City-owned parks property for parks capital projects.

**Park Land Dedication Fund** — This fund is used to account for the acquisition of land for new park sites and to make improvements to or expand existing parks to better serve new development. Fees collected from the developers of residential and commercial development finance the improvements.

**Vehicle/Equipment Replacement** — This fund is used to account for the replacement of vehicle and other capital equipment.

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**City of Colleyville, Texas**
Non-Major Governmental Funds
Combining Balance Sheet
September 30, 2021

| | Special Revenue | | | | |
|---|---|---|---|---|---|
| | Voluntary Park | Voluntary Library | Sesquicentennial Fund | Tree Preservation | Library Donation |
| **ASSETS** | | | | | |
| Cash and cash equivalents | $ 72,242 | $ 43,437 | $ 18,986 | $ 10,100 | $ 60,005 |
| Investments | 1,114,445 | 495,266 | 3,324 | 253,898 | - |
| Accounts receivable | - | - | - | - | - |
| Due from other governments | - | - | - | - | - |
| Accrued interest | - | - | - | - | - |
| **TOTAL ASSETS** | $ 1,186,687 | $ 538,703 | $ 22,310 | $ 263,998 | $ 60,005 |
| **LIABILITIES AND FUND BALANCES** | | | | | |
| **LIABILITIES** | | | | | |
| Accounts payable | $ - | $ - | $ 2 | $ - | $ - |
| Accrued liabilities | - | - | - | - | - |
| Due to other funds | - | - | - | - | - |
| **TOTAL LIABILITIES** | - | - | 2 | - | - |
| **FUND BALANCES** | | | | | |
| Restricted | - | - | 22,308 | - | 60,005 |
| Committed | 1,186,687 | 538,703 | - | 263,998 | - |
| Assigned | - | - | - | - | - |
| **TOTAL FUND BALANCES** | 1,186,687 | 538,703 | 22,308 | 263,998 | 60,005 |
| **TOTAL LIABILITIES AND FUND BALANCES** | $ 1,186,687 | $ 538,703 | $ 22,310 | $ 263,998 | $ 60,005 |

| Special Revenue | | | |
|---|---|---|---|
| Recreational Event | LEOSE | Crime District | Special Donations |
| $ 15,835 | $ 600 | $ 1,173,475 | $ 37,594 |
| - | - | 1,061,065 | - |
| - | - | - | - |
| - | - | 416,590 | - |
| - | - | - | - |
| $ 15,835 | $ 600 | $ 2,651,130 | $ 37,594 |
| | | | |
| $ - | $ - | $ - | $ - |
| - | - | 27,933 | - |
| - | - | - | - |
| - | - | 27,933 | - |
| | | | |
| - | 600 | 2,623,197 | 37,594 |
| - | - | - | - |
| 15,835 | - | - | - |
| 15,835 | 600 | 2,623,197 | 37,594 |
| $ 15,835 | $ 600 | $ 2,651,130 | $ 37,594 |

**City of Colleyville, Texas**
Non-Major Governmental Fund
Combining Balance Sheet
September 30, 2021

| | Special Revenue | | | | | |
|---|---|---|---|---|---|---|
| | Court Technology | Court Security | Grant Fund | Public Art | Juvenile Case Manager | Hotel Tax Fund |
| **ASSETS** | | | | | | |
| Cash and cash equivalents | $ 13,484 | $ 3,721 | $ 690 | $ 2,033 | $ 51,772 | $ 79,969 |
| Investments | 6,124 | 14,644 | - | 6,092 | - | 133,484 |
| Accounts receivable | - | - | 70,741 | - | - | - |
| Due from other governments | - | 14,485 | - | - | - | 37,969 |
| Accrued interest | - | - | - | - | - | - |
| **TOTAL ASSETS** | $ 19,608 | $ 32,850 | $ 71,431 | $ 8,125 | $ 51,772 | $ 251,422 |
| **LIABILITIES AND FUND BALANCES** | | | | | | |
| **LIABILITIES** | | | | | | |
| Accounts payable | $ - | $ - | $ - | $ - | $ - | $ - |
| Accrued liabilities | - | 1,568 | - | - | - | 5,862 |
| Due to other funds | - | - | 70,000 | - | - | - |
| **TOTAL LIABILITIES** | - | 1,568 | 70,000 | - | - | 5,862 |
| **FUND BALANCES** | | | | | | |
| Restricted | 19,608 | 31,282 | 1,431 | - | 51,772 | 245,560 |
| Committed | - | - | - | - | - | - |
| Assigned | - | - | - | 8,125 | - | - |
| **TOTAL FUND BALANCES** | 19,608 | 31,282 | 1,431 | 8,125 | 51,772 | 245,560 |
| **TOTAL LIABILITIES AND FUND BALANCES** | $ 19,608 | $ 32,850 | $ 71,431 | $ 8,125 | $ 51,772 | $ 251,422 |

| Capital Projects | | | | |
|---|---|---|---|---|
| Colleyville Tomorrow | Parks Tomorrow | Park Land Dedication | Vehicle/ Equipment Replacement | Total Non-Major Governmental Funds |
| $ 2,489 | $ 29,456 | $ 88,606 | $ 321,295 | $ 2,025,789 |
| 2,589,851 | 916,338 | 709,407 | 1,210,554 | 8,514,492 |
| - | - | - | - | 70,741 |
| - | - | - | - | 469,044 |
| 308 | - | - | - | 308 |
| $ 2,592,648 | $ 945,794 | $ 798,013 | $ 1,531,849 | $ 11,080,374 |
| | | | | |
| $ - | $ - | $ 85,462 | $ 155,128 | $ 240,592 |
| - | - | 30,371 | - | 65,734 |
| - | - | - | - | 70,000 |
| - | - | 115,833 | 155,128 | 376,326 |
| | | | | |
| - | - | - | - | 3,093,357 |
| 2,592,648 | 945,794 | 682,180 | - | 6,210,010 |
| - | - | - | 1,376,721 | 1,400,681 |
| 2,592,648 | 945,794 | 682,180 | 1,376,721 | 10,704,048 |
| $ 2,592,648 | $ 945,794 | $ 798,013 | $ 1,531,849 | $ 11,080,374 |

## City of Colleyville, Texas

Non-Major Governmental Funds
Combining Statement of Revenues, Expenditures
and Changes In Fund Balances
For the Fiscal Year Ended September 30, 2021

| | Special Revenue | | | | |
|---|---|---|---|---|---|
| | Voluntary Park | Voluntary Library | Sesquincentennial Fund | Tree Preservation | Library Donation |
| **REVENUES** | | | | | |
| Taxes | $ - | $ - | $ - | $ - | $ - |
| Fines and forfeitures | - | - | - | 10,101 | - |
| Intergovernmental | - | - | - | - | - |
| Grants/contributions | 180,031 | 180,031 | - | - | 19,686 |
| Investment earnings | - | 180 | 1 | 97 | - |
| Miscellaneous | - | - | 387 | - | - |
| Total revenues | 180,031 | 180,211 | 388 | 10,198 | 19,686 |
| **EXPENDITURES** | | | | | |
| Current: | | | | | |
| General government | 3,196 | - | - | 1,333 | - |
| Fire and rescue | - | - | - | - | - |
| Leisure services | - | 150,473 | - | - | 23,227 |
| Municipal court | - | - | - | - | - |
| Police services | - | - | - | - | - |
| Capital outlay | 335,109 | - | - | - | - |
| Total expenditures | 338,305 | 150,473 | - | 1,333 | 23,227 |
| Excess (deficiency) of revenues over expenditures | (158,274) | 29,738 | 388 | 8,865 | (3,541) |
| **OTHER FINANCING SOURCES (USES)** | | | | | |
| Proceeds from the sale of property | - | - | - | - | - |
| Transfers in | - | - | - | - | - |
| Transfers out | - | - | - | - | - |
| Total other financing sources (uses) | - | - | - | - | - |
| **NET CHANGE IN FUND BALANCES** | (158,274) | 29,738 | 388 | 8,865 | (3,541) |
| **FUND BALANCES, BEGINNING OF YEAR** | 1,344,961 | 508,965 | - | 255,133 | 63,546 |
| Cumulative effect of implementation of GASB 84 | - | - | 21,920 | - | - |
| **FUND BALANCES, BEGINNING OF YEAR, AS RESTATED** | 1,344,961 | 508,965 | 21,920 | 255,133 | 63,546 |
| **FUND BALANCES, END OF YEAR** | $ 1,186,687 | $ 538,703 | $ 22,308 | $ 263,998 | $ 60,005 |

| Special Revenue | | | |
|---|---|---|---|
| Recreational Event | LEOSE | Crime District | Special Donations |
| $ - | $ - | $ 2,266,964 | $ - |
| - | - | - | - |
| - | 3,702 | - | - |
| - | - | 155,761 | 18,305 |
| - | - | 312 | - |
| - | - | - | - |
| - | 3,702 | 2,423,037 | 18,305 |
| | | | |
| - | - | - | - |
| - | 1,679 | - | 12,969 |
| - | - | - | 9,176 |
| - | - | - | - |
| - | 5,789 | 1,395,893 | 218 |
| - | - | 104,312 | 5,000 |
| - | 7,468 | 1,500,205 | 27,363 |
| | | | |
| - | (3,766) | 922,832 | (9,058) |
| | | | |
| - | - | 40,470 | - |
| - | - | - | - |
| - | - | (10,000) | - |
| - | - | 30,470 | - |
| - | (3,766) | 953,302 | (9,058) |
| 15,835 | 4,366 | 1,669,895 | 46,652 |
| - | - | - | - |
| 15,835 | 4,366 | 1,669,895 | 46,652 |
| $ 15,835 | $ 600 | $ 2,623,197 | $ 37,594 |

# City of Colleyville, Texas

Non-Major Governmental Funds
Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
For the Fiscal Year Ended September 30, 2021

| | Special Revenue | | | | | |
|---|---|---|---|---|---|---|
| | Court Technology | Court Security | Grant Fund | Public Art | Juvenile Case Manager | Hotel Tax Fund |
| **REVENUES** | | | | | | |
| Taxes | $ - | $ - | $ - | $ - | $ - | $ 116,980 |
| Fines and forfeitures | 21,698 | 26,183 | - | - | 27,286 | - |
| Intergovernmental | 29,492 | 25,030 | - | - | - | - |
| Grants/contributions | - | - | 206,592 | - | - | - |
| Investment earnings | 2 | 9 | - | 3 | - | 120 |
| Miscellaneous | - | - | - | - | - | 864 |
| Total revenues | 51,192 | 51,222 | 206,592 | 3 | 27,286 | 117,964 |
| **EXPENDITURES** | | | | | | |
| Current: | | | | | | |
| General government | - | - | - | - | - | - |
| Fire and rescue | - | - | 200,116 | - | - | - |
| Leisure services | - | - | 5,362 | - | - | 271,410 |
| Municipal court | 47,382 | 51,697 | - | - | - | - |
| Police services | - | - | 4,203 | - | - | - |
| Capital outlay | - | - | - | - | - | - |
| Total expenditures | 47,382 | 51,697 | 209,681 | - | - | 271,410 |
| Excess (deficiency) of revenues over expenditures | 3,810 | (475) | (3,089) | 3 | 27,286 | (153,446) |
| **OTHER FINANCING SOURCES (USES)** | | | | | | |
| Proceeds from the sale of property | - | - | - | - | - | - |
| Transfers in | - | - | - | - | - | - |
| Transfers out | - | - | - | - | - | - |
| Total other financing sources (uses) | - | - | - | - | - | - |
| **NET CHANGE IN FUND BALANCES** | 3,810 | (475) | (3,089) | 3 | 27,286 | (153,446) |
| **FUND BALANCES, BEGINNING OF YEAR** | 15,798 | 31,757 | 4,520 | 8,122 | 24,486 | 399,006 |
| Cumulative effect of implementation of GASB 84 | - | - | - | - | - | - |
| **FUND BALANCES, BEGINNING OF YEAR, AS RESTATED** | 15,798 | 31,757 | 4,520 | 8,122 | 24,486 | 399,006 |
| **FUND BALANCES, END OF YEAR** | $ 19,608 | $ 31,282 | $ 1,431 | $ 8,125 | $ 51,772 | $ 245,560 |

| Capital Projects | | | | |
|---|---|---|---|---|
| Colleyville Tomorrow | Parks Tomorrow | Park Land Dedication | Vehicle/ Equipment Replacement | Total Non-Major Governmental Funds |
| $ - | $ - | $ - | $ - | $ 2,383,944 |
| - | - | - | - | 85,268 |
| - | - | - | - | 58,224 |
| - | - | - | 78,314 | 838,720 |
| 8,819 | 525 | - | - | 10,068 |
| - | - | 105,071 | - | 106,322 |
| 8,819 | 525 | 105,071 | 78,314 | 3,482,546 |
| | | | | |
| - | - | - | 140,272 | 144,801 |
| - | - | - | - | 214,764 |
| - | - | - | - | 459,648 |
| - | - | - | - | 99,079 |
| - | - | - | - | 1,406,103 |
| - | 139,887 | 710,434 | 287,167 | 1,581,909 |
| - | 139,887 | 710,434 | 427,439 | 3,906,304 |
| 8,819 | (139,362) | (605,363) | (349,125) | (423,758) |
| | | | | |
| - | - | - | - | 40,470 |
| - | - | - | 524,706 | 524,706 |
| - | - | - | - | (10,000) |
| - | - | - | 524,706 | 555,176 |
| 8,819 | (139,362) | (605,363) | 175,581 | 131,418 |
| 2,583,829 | 1,085,156 | 1,287,543 | 1,201,140 | 10,550,710 |
| - | - | - | - | 21,920 |
| 2,583,829 | 1,085,156 | 1,287,543 | 1,201,140 | 10,572,630 |
| $ 2,592,648 | $ 945,794 | $ 682,180 | $ 1,376,721 | $ 10,704,048 |

**City of Colleyville, Texas** **Exhibit B-4**

Crime District Fund

Budgetary Comparison Schedule (GAAP Basis)

For the Fiscal Year Ended September 30, 2021

| | Budgeted Amounts | | | Variance with Final Budget - Positive (Negative) |
|---|---|---|---|---|
| | Original | Final | Actual | |
| **REVENUES** | | | | |
| Taxes | $ 1,900,000 | $ 1,900,000 | $ 2,266,964 | $ 366,964 |
| Investment earnings | 8,000 | 8,000 | 312 | (7,688) |
| Total revenues | 1,908,000 | 1,908,000 | 2,267,276 | 359,276 |
| **EXPENDITURES** | | | | |
| Police services | 2,025,924 | 2,025,924 | 1,395,893 | 630,031 |
| Capital outlay | 262,650 | 262,650 | 104,312 | 158,338 |
| Total expenditures | 2,288,574 | 2,288,574 | 1,500,205 | 788,369 |
| Excess of revenues over expenditures | (380,574) | (380,574) | 767,071 | 1,147,645 |
| **OTHER FINANCING SOURCES (USES)** | | | | |
| Proceeds from the sale of property | - | - | 40,470 | 40,470 |
| Transfers out | (10,000) | (10,000) | (10,000) | - |
| Total other financing sources (uses) | (10,000) | (10,000) | 30,470 | 40,470 |
| Net change in fund balance | (390,574) | (390,574) | 797,541 | 1,188,115 |
| **FUND BALANCE, beginning of year** | 1,669,895 | 1,669,895 | 1,669,895 | - |
| **FUND BALANCE, end of year** | $ 1,279,321 | $ 1,279,321 | $ 2,467,436 | $ 1,188,115 |

## Custodial Funds

The Custodial Funds are used to account for resources held for others in a custodial capacity. The City maintains the following Custodial Funds:

**Employee Activity Fund** – This fund is used to account for funds held by the City for the benefit of employees of the City.

**Police Asset Forfeiture** —This fund is used to account for funds received from the sale of assets seized in criminal-related activities held until their remittance.

**City of Colleyville, Texas** **Exhibit C-1**

Statement of Fiduciary Net Position -
Employee Activity Fund and Police Asset Forfeiture Fund
September 30, 2021

| | Employee Activity Fund | Police Asset Forfeiture Fund | Total |
|---|---|---|---|
| **ASSETS** | | | |
| Cash and cash equivalents | $ 3,591 | $ 14,802 | $ 18,393 |
| Investments | - | 22,148 | 22,148 |
| **TOTAL ASSETS** | 3,591 | 36,950 | 40,541 |
| **NET POSITION** | | | |
| Restricted for other purposes | 3,591 | 36,950 | 40,541 |
| **TOTAL NET POSITION** | $ 3,591 | $ 36,950 | $ 40,541 |

**City of Colleyville, Texas** **Exhibit C-2**

Statement of Changes in Fiduciary Net Position -
Employee Activity Fund and Police Asset Forfeiture Fund
For the Fiscal Year Ended September 30, 2021

| | Employee Activity Fund | Police Asset Forfeiture Fund | Total |
|---|---|---|---|
| **ADDITIONS** | | | |
| Contributions | $ 3,686 | $ - | $ 3,686 |
| Forfeitures | - | 18,127 | 18,127 |
| Investment earnings | - | 5 | 5 |
| **TOTAL ADDITIONS** | 3,686 | 18,132 | 21,818 |
| **DEDUCTIONS** | | | |
| Other miscellaneous expenses | 3,665 | - | 3,665 |
| **TOTAL DEDUCTIONS** | 3,665 | - | 3,665 |
| **CHANGE IN NET POSITION** | 21 | 18,132 | 18,153 |
| Net position, beginning | - | - | - |
| Cumulative effect of change in accounting principle | 3,570 | 18,818 | 22,388 |
| Net position, beginning, as restated | 3,570 | 18,818 | 22,388 |
| **NET POSITION, ENDING** | $ 3,591 | $ 36,950 | $ 40,541 |

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# Statistical Section

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# Statistical Section

This part of the City of Colleyville Annual Comprehensive financial report present detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

## Contents:

Financial Trends Information ..... 108

These schedules contain trend information intended to help the reader understand how the City's financial position has changed over time.

Revenue Capacity Information ..... 114

These schedules contain information intended to help the reader assess the City's most significant revenue source, property taxes.

Debt Capacity Information ..... 119

These schedules contain information intended to assist users in understanding and assessing the City's current levels of outstanding debt and the ability to issue additional debt.

Demographic and Economic Information ..... 124

These schedules provide demographic and economic indicators intended to help the readers understand the socioeconomic environment within which the City's financial activities take place.

Operating Information ..... 127

These schedules provide contextual information about the City's operations and resources intended to assist readers in using financial statement information to understand and assess the City's economic condition.

## City of Colleyville, Texas

Net Position by Component
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

| | Fiscal Year | | | | |
|---|---|---|---|---|---|
| | 2012 | 2013 | 2014 | 2015 | 2016 |
| Governmental activities | | | | | |
| Net investment in capital assets | $ 83,211,988 | $ 84,414,252 | $ 89,754,051 | $ 98,958,693 | $ 97,982,160 |
| Restricted for: | | | | | |
| Debt service | 1,159,092 | 857,143 | 831,073 | 744,295 | 692,093 |
| Court Security and technology | 91,637 | 101,411 | 109,766 | 154,901 | 215,142 |
| Grant programs | 21,116 | 16,489 | 9,190 | 9,844 | 10,751 |
| Leisure services | 207,736 | 207,770 | 224,064 | 233,472 | 233,290 |
| Economic development | 1,998,845 | 2,277,373 | 2,733,995 | 2,975,894 | 3,456,897 |
| Police | 1,143,454 | 1,223,271 | 1,403,502 | 1,485,735 | 1,485,771 |
| Historical purposes | - | - | - | - | - |
| Unrestricted | 27,752,287 | 27,113,566 | 30,119,775 | 34,519,503 | 36,767,262 |
| **Total governmental activities net position** | $ 115,586,155 | $ 116,211,275 | $ 125,185,416 | $ 139,082,337 | $ 140,843,366 |
| Business-type activities | | | | | |
| Net investment in capital assets | $ 38,395,708 | $ 39,269,943 | $ 41,567,161 | $ 44,823,618 | $ 44,010,618 |
| Unrestricted | 12,332,238 | 13,702,724 | 14,827,594 | 15,260,882 | 17,263,830 |
| **Total business-type activities net position** | $ 50,727,946 | $ 52,972,667 | $ 56,394,755 | $ 60,084,500 | $ 61,274,448 |
| Primary government | | | | | |
| Net investment in capital assets | $ 121,607,696 | $ 123,684,195 | $ 131,321,212 | $ 143,782,311 | $ 141,992,778 |
| Restricted for: | | | | | |
| Debt service | 1,159,092 | 857,143 | 831,073 | 744,295 | 692,093 |
| Court Security and technology | 91,637 | 101,411 | 109,766 | 154,901 | 215,142 |
| Grant programs | 21,116 | 16,489 | 9,190 | 9,844 | 10,751 |
| Leisure services | 207,736 | 207,770 | 224,064 | 233,472 | 233,290 |
| Economic development | 1,998,845 | 2,277,373 | 2,733,995 | 2,975,894 | 3,456,897 |
| Police | 1,143,454 | 1,223,271 | 1,403,502 | 1,485,735 | 1,485,771 |
| Unrestricted | 40,084,525 | 40,816,290 | 44,947,369 | 49,780,385 | 54,031,092 |
| **Total primary governmental net position** | $ 166,314,101 | $ 169,183,942 | $ 181,580,171 | $ 199,166,837 | $ 202,117,814 |

**Source:** Comprehensive Annual Financial Report

**Table 1**

| Fiscal Year | | | | |
|---|---|---|---|---|
| 2017 | 2018 | 2019 | 2020 | 2021 |
| $ 99,881,334 | $ 100,382,597 | $ 101,081,404 | $ 106,590,088 | $ 113,142,374 |
| 612,641 | 1,936,893 | 1,476,905 | 1,116,977 | 1,059,604 |
| 158,853 | 74,767 | 63,506 | 72,041 | 102,662 |
| 11,530 | 1,554 | 74,119 | 4,520 | 1,431 |
| 353,561 | 564,555 | 612,500 | 509,204 | 343,159 |
| 4,221,531 | 4,471,253 | 4,150,118 | 4,479,889 | 6,217,460 |
| 1,560,027 | 1,455,308 | 1,318,021 | 1,693,079 | 2,623,797 |
| - | - | - | - | 23,308 |
| 35,773,373 | 35,878,519 | 35,780,949 | 35,586,831 | 36,262,212 |
| $ 142,572,850 | $ 144,765,446 | $ 144,557,522 | $ 150,052,629 | $ 159,776,007 |
| $ 44,123,735 | $ 43,560,389 | $ 42,652,195 | $ 44,311,565 | $ 45,950,733 |
| 19,185,890 | 22,400,538 | 24,441,942 | 24,163,534 | 23,453,069 |
| $ 63,309,625 | $ 65,960,927 | $ 67,094,137 | $ 68,475,099 | $ 69,403,802 |
| $ 144,005,069 | $ 143,942,986 | $ 143,733,599 | $ 150,901,653 | $ 159,093,107 |
| 612,641 | 1,936,893 | 1,476,905 | 1,116,977 | 1,059,604 |
| 158,853 | 74,767 | 63,506 | 72,041 | 102,662 |
| 11,530 | 1,554 | 74,119 | 4,520 | 1,431 |
| 353,561 | 564,555 | 612,500 | 509,204 | 343,159 |
| 4,221,531 | 4,471,253 | 4,150,118 | 4,479,889 | 6,217,460 |
| 1,560,027 | 1,455,308 | 1,318,021 | 1,693,079 | 2,623,797 |
| 54,959,263 | 58,279,057 | 60,222,891 | 59,750,365 | 59,715,281 |
| $ 205,882,475 | $ 210,726,373 | $ 211,651,659 | $ 218,527,728 | $ 229,156,501 |

# City of Colleyville, Texas

Changes in Net Position, Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

| | Fiscal Year | | | | |
|---|---|---|---|---|---|
| | 2012 | 2013 | 2014 | 2015 | 2016 |
| Expenses | | | | | |
| Governmental activities: | | | | | |
| General government | $ 3,125,214 | $ 4,075,001 | $ 4,103,928 | $ 4,676,185 | $ 4,449,317 |
| Community development and engineering | 1,397,839 | 1,429,755 | 1,613,311 | 1,582,461 | 1,558,750 |
| Fire | 4,321,929 | 4,529,225 | 4,625,036 | 5,264,026 | 4,783,421 |
| Leisure services | 4,124,619 | 4,106,822 | 3,776,068 | 4,042,252 | 4,701,443 |
| Maintenance | 400,306 | 494,545 | 575,696 | 684,301 | 689,861 |
| Municipal court | 319,445 | 586,709 | 501,604 | 522,422 | 448,420 |
| Police | 4,579,570 | 4,961,444 | 5,019,343 | 5,681,698 | 5,734,116 |
| Streets and drainage | 3,073,530 | 5,322,510 | 4,128,365 | 4,404,701 | 5,150,390 |
| Interest on long-term debt | 780,029 | 724,458 | 717,045 | 536,161 | 614,159 |
| Total governmental activities expenses | 22,122,481 | 26,230,469 | 25,060,396 | 27,394,207 | 28,129,877 |
| Business-type activities: | | | | | |
| Water and sewer | 12,258,587 | 12,544,530 | 13,238,893 | 14,055,232 | 13,995,038 |
| Drainage | 723,994 | 707,647 | 571,886 | 833,599 | 563,268 |
| Total business-type activities expenses | 12,982,581 | 13,252,177 | 13,810,779 | 14,888,831 | 14,558,306 |
| **Total primary government expenses** | $ 35,105,062 | $ 39,482,646 | $ 38,871,175 | $ 42,283,038 | $ 42,688,183 |
| Program revenues | | | | | |
| Governmental activities: | | | | | |
| Charges for Services: | | | | | |
| General government | $ 28,408 | $ 15,000 | $ 15,000 | $ 17,500 | $ 15,075 |
| Community development | 1,146,518 | 927,690 | 1,387,329 | 1,587,038 | 1,356,581 |
| Fire and rescue | 335,308 | 308,339 | 377,021 | 327,264 | 387,705 |
| Leisure services | 520,433 | 501,260 | 510,991 | 503,098 | 505,203 |
| Municipal court | 1,015,804 | 1,271,095 | 1,268,447 | 1,474,485 | 1,306,924 |
| Police | 81,056 | 70,513 | 71,022 | 75,415 | 93,566 |
| Streets and drainage | 338,845 | 316,338 | 347,565 | 802,551 | 794,169 |
| Operating grants and contributions | 490,069 | 468,361 | 486,689 | 450,559 | 514,845 |
| Capital grants and contributions | 381,308 | 1,158,050 | 5,943,465 | 7,712,266 | 319,541 |
| Total governmental activities program revenues | 4,337,749 | 5,036,646 | 10,407,529 | 12,950,176 | 5,293,609 |
| Business-type activities: | | | | | |
| Charges for services: | | | | | |
| Water and sewer | 14,034,600 | 14,661,491 | 14,789,641 | 15,800,163 | 15,499,159 |
| Drainage | 918,323 | 928,863 | 939,868 | 948,565 | 954,642 |
| Capital grants and contributions | 169,464 | 876,660 | 2,707,835 | 2,362,261 | 43,104 |
| Total business-type activities program revenues | 15,122,387 | 16,467,014 | 18,437,344 | 19,110,989 | 16,496,905 |
| **Total primary government program revenues** | $ 19,460,136 | $ 21,503,660 | $ 28,844,873 | $ 32,061,165 | $ 21,790,514 |
| Net (expenses) revenue | | | | | |
| Governmental activities | $ (17,784,732) | $ (21,193,823) | $ (14,652,867) | $ (14,444,031) | $ (22,836,268) |
| Business-type activities | 2,139,806 | 3,214,837 | 4,626,565 | 4,222,158 | 1,938,599 |
| **Total primary government net expenses** | $ (15,644,926) | $ (17,978,986) | $ (10,026,302) | $ (10,221,873) | $ (20,897,669) |
| General revenues and other changes in net position | | | | | |
| Governmental activities: | | | | | |
| Taxes: | | | | | |
| Property taxes | $ 12,414,457 | $ 12,497,692 | $ 12,950,832 | $ 13,493,621 | $ 13,790,347 |
| Franchise taxes | 2,207,463 | 2,074,731 | 2,172,801 | 2,319,723 | 2,206,890 |
| Sales taxes | 5,495,730 | 5,902,557 | 6,472,195 | 6,705,914 | 7,252,963 |
| Other | 65,808 | 68,592 | 98,160 | 107,977 | 106,607 |
| Interest on investments | 108,192 | 77,269 | 39,697 | 100,843 | 142,343 |
| Gain (Loss) on sale of capital assets | 147,969 | - | 810,020 | - | 51,849 |
| Transfers | 1,081,868 | 1,112,540 | 1,180,292 | 1,178,590 | 895,668 |
| Miscellaneous | 74,041 | 85,562 | 61,643 | 82,873 | 150,630 |
| Total governmental activities | 21,595,528 | 21,818,943 | 23,785,640 | 23,989,541 | 24,597,297 |
| Business-type activities: | | | | | |
| Interest on investments | 4,084 | 38,987 | 23,655 | 52,480 | 76,014 |
| Gain (Loss) on sale of capital assets | - | 103,437 | 40,814 | 5,062 | 71,003 |
| Transfers | (1,081,868) | (1,112,540) | (1,180,292) | (1,178,590) | (895,668) |
| Miscellaneous | - | - | - | - | - |
| Total business-type activities | (1,077,784) | (970,116) | (1,115,823) | (1,121,048) | (748,651) |
| **Total primary government** | $ 20,517,744 | $ 20,848,827 | $ 22,669,817 | $ 22,868,493 | $ 23,848,646 |
| Change in net position | | | | | |
| Governmental activities | $ 3,810,796 | $ 625,120 | $ 9,132,773 | $ 9,545,510 | $ 1,761,029 |
| Business-type activities | 1,062,022 | 2,244,721 | 3,510,742 | 3,101,110 | 1,189,948 |
| **Total primary government** | $ 4,872,818 | $ 2,869,841 | $ 12,643,515 | $ 12,646,620 | $ 2,950,977 |

**Source:** Comprehensive Annual Financial Report

**Table 2**

| Fiscal Year | | | | |
|---|---|---|---|---|
| 2017 | 2018 | 2019 | 2020 | 2021 |
| $ 4,881,741 | $ 5,330,690 | $ 5,791,827 | $ 5,788,907 | $ 5,668,238 |
| 1,672,823 | 1,387,909 | 1,398,052 | 1,609,571 | 1,591,996 |
| 5,524,975 | 5,690,454 | 6,192,307 | 6,437,928 | 6,740,521 |
| 4,987,965 | 4,271,760 | 4,710,673 | 4,569,933 | 4,499,889 |
| 1,243,614 | 738,834 | 770,762 | 729,754 | 775,477 |
| 606,269 | 595,879 | 575,098 | 579,980 | 638,025 |
| 6,093,309 | 6,634,046 | 6,749,202 | 7,204,613 | 6,978,311 |
| 3,578,365 | 4,009,383 | 6,181,453 | 4,647,801 | 4,696,395 |
| 408,268 | 334,839 | 300,840 | 240,231 | 111,944 |
| 28,997,329 | 28,993,794 | 32,670,214 | 31,808,718 | 31,700,796 |
| 14,779,262 | 15,257,125 | 15,463,642 | 17,054,796 | 16,334,509 |
| 646,145 | 740,994 | 863,826 | 730,346 | 812,505 |
| 15,425,407 | 15,998,119 | 16,327,468 | 17,785,142 | 17,147,014 |
| $ 44,422,736 | $ 44,991,913 | $ 48,997,682 | $ 49,593,860 | $ 48,847,810 |
| $ 338,857 | $ 35,684 | $ 29,800 | $ 14,488 | $ 28,033 |
| 1,148,293 | 1,447,081 | 1,361,965 | 1,399,114 | 1,131,498 |
| 340,630 | 378,019 | 397,646 | 397,612 | 399,288 |
| 553,633 | 563,228 | 521,448 | 228,218 | 453,096 |
| 1,181,280 | 1,110,960 | 1,123,157 | 1,095,647 | 1,222,696 |
| 98,859 | 101,662 | 93,495 | 75,993 | 65,379 |
| 634,918 | 758,952 | 579,408 | 323,883 | 267,372 |
| 507,616 | 614,794 | 771,681 | 2,346,529 | 3,491,361 |
| 1,302,174 | 406,094 | 369,126 | 3,756,508 | 198,935 |
| 6,106,260 | 5,416,474 | 5,247,726 | 9,637,992 | 7,257,658 |
| 15,956,329 | 17,332,891 | 16,057,020 | 16,845,727 | 17,422,265 |
| 985,636 | 1,001,180 | 1,011,428 | 1,007,514 | 1,013,401 |
| 481,413 | 277,639 | 188,749 | 1,244,335 | - |
| 17,423,378 | 18,611,710 | 17,257,197 | 19,097,576 | 18,435,666 |
| $ 23,529,638 | $ 24,028,184 | $ 22,504,923 | $ 28,735,568 | $ 25,693,324 |
| $ (22,891,069) | $ (23,577,320) | $ (27,422,488) | $ (22,170,726) | $ (24,443,138) |
| 1,997,971 | 2,613,591 | 929,729 | 1,312,434 | 1,288,652 |
| $ (20,893,098) | $ (20,963,729) | $ (26,492,759) | $ (20,858,292) | $ (23,154,486) |
| $ 14,548,461 | $ 15,471,246 | $ 15,676,533 | $ 16,075,481 | $ 16,398,025 |
| 2,105,881 | 1,982,578 | 2,086,683 | 8,248,647 | 9,445,150 |
| 7,304,507 | 7,578,861 | 7,584,353 | 1,874,032 | 1,724,583 |
| 263,587 | 351,715 | 350,411 | 198,861 | 235,209 |
| 148,933 | 315,611 | 967,396 | 544,752 | 99,055 |
| 17,000 | 51,620 | 14,116 | 250,601 | 61,287 |
| 63,319 | - | 270,403 | 250,030 | 409,276 |
| 168,865 | 126,859 | 89,869 | 223,429 | 5,787,102 |
| 24,620,553 | 25,878,490 | 27,039,764 | 27,665,833 | 34,159,687 |
| 100,525 | - | 455,178 | 256,811 | 31,280 |
| - | - | - | 18,980 | - |
| (63,319) | (260,238) | (270,403) | (250,030) | (409,276) |
| - | 183,685 | 18,706 | 42,767 | 17,652 |
| 37,206 | (76,553) | 203,481 | 68,528 | (360,344) |
| $ 24,657,759 | $ 25,801,937 | $ 27,243,245 | $ 27,734,361 | $ 33,799,343 |
| $ 1,729,484 | $ 2,301,170 | $ (382,724) | $ 5,495,107 | $ 9,716,549 |
| 2,035,177 | 2,537,038 | 1,133,210 | 1,380,962 | 928,308 |
| $ 3,764,661 | $ 4,838,208 | $ 750,486 | $ 6,876,069 | $ 10,644,857 |

**City of Colleyville, Texas** **Table 3**

Fund Balances - Governmental Funds
(Modified Accrual Basis of Accounting)
Last Ten Fiscal Years
(Unaudited)

| | Fiscal Year | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
| General fund | | | | | | | | | | |
| Nonspendable | $ 132,664 | $ 1,759 | $ 1,269 | $ 2,119 | $ 9,388 | $ 11,152 | $ 21,584 | $ 1,291 | $ 818 | $ 23,150 |
| Committed | 813,536 | 813,536 | 813,536 | 813,536 | 796,438 | 682,156 | 659,712 | 655,546 | 655,546 | 660,687 |
| Unassigned | 11,762,625 | 11,006,716 | 10,080,617 | 8,736,746 | 8,719,620 | 8,866,760 | 8,991,999 | 9,102,499 | 12,614,900 | 10,233,533 |
| **Total general fund** | $ 12,708,825 | $ 11,822,011 | $ 10,895,422 | $ 9,552,401 | $ 9,525,446 | $ 9,560,068 | $ 9,673,295 | $ 9,759,336 | $ 13,271,264 | $ 10,917,370 |
| All other governmental funds | | | | | | | | | | |
| Restricted | $ 4,702,200 | $ 4,757,937 | $ 5,383,007 | $ 5,689,356 | $ 6,162,352 | $ 6,998,697 | $ 7,265,412 | $ 7,063,130 | $ 7,884,736 | $ 10,377,614 |
| Committed | 14,385,628 | 14,695,028 | 18,982,072 | 20,988,217 | 22,372,620 | 22,853,666 | 23,874,535 | 25,421,317 | 22,934,331 | 25,654,094 |
| Assigned | 954,818 | 910,611 | 765,908 | 812,939 | 996,929 | 1,119,062 | 1,445,725 | 1,507,341 | 1,255,097 | 1,400,681 |
| Unassigned | - | (4,975) | - | - | - | - | - | - | - | - |
| **Total all other governmental funds** | $ 20,042,646 | $ 20,358,601 | $ 25,130,987 | $ 27,490,512 | $ 29,531,901 | $ 30,971,425 | $ 32,585,672 | $ 33,991,788 | $ 32,074,164 | $ 37,432,389 |

**Source:** Comprehensive Annual Financial Report

**Notes:** Includes encumbrances and prepaid items.

The City implemented GASB 54 in 2011

# City of Colleyville, Texas

**Table 4**

Changes In Fund Balances - Governmental Funds
(Modified Accrual Basis of Accounting)
Last Ten Fiscal Years
(Unaudited)

| | Fiscal Year | | | | | | | Fiscal Year | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
| REVENUES | | | | | | | | | | |
| Taxes | $ 20,235,012 | $ 20,541,466 | $ 21,747,244 | $ 22,620,506 | $ 23,367,715 | $ 24,159,016 | $ 25,615,191 | $ 25,887,789 | $ 26,580,500 | $ 28,047,838 |
| Licenses, permits and fees | 1,130,426 | 857,135 | 1,090,012 | 1,303,710 | 1,337,928 | 1,049,673 | 1,237,198 | 1,141,959 | 974,336 | 911,816 |
| Capital improvement fees | 322,498 | 300,900 | 333,496 | 785,992 | 766,398 | 612,134 | 744,465 | 568,533 | 315,183 | 261,447 |
| Charges for services | 1,051,899 | 1,000,954 | 1,043,821 | 1,217,654 | 1,023,202 | 1,218,194 | 1,601,117 | 1,442,807 | 1,356,673 | 1,428,375 |
| Fines and forfeitures | 1,030,439 | 1,321,927 | 1,577,564 | 1,571,510 | 1,398,579 | 1,485,658 | 858,709 | 806,572 | 728,418 | 778,894 |
| Interest | 110,550 | 77,269 | 39,697 | 100,842 | 142,330 | 148,909 | 315,611 | 967,396 | 550,796 | 99,055 |
| Intergovernmental | 124,056 | 76,506 | 556,954 | 1,377,763 | 224,367 | 668,469 | 950,817 | 854,005 | 856,720 | 5,771,510 |
| Grants/Contributions | 406,789 | 487,066 | 918,613 | 981,282 | 421,497 | 449,130 | 328,598 | 667,736 | 2,062,719 | 3,371,752 |
| Miscellaneous | 89,041 | 100,562 | 76,643 | 97,873 | 165,642 | 183,889 | 127,626 | 85,935 | 313,260 | 274,059 |
| Total revenues | 24,500,710 | 24,763,785 | 27,384,044 | 30,057,132 | 28,847,658 | 29,975,072 | 31,779,332 | 32,422,732 | 33,738,605 | 40,944,746 |
| EXPENDITURES | | | | | | | | | | |
| General government | 2,753,457 | 3,171,582 | 3,746,619 | 4,126,132 | 4,036,395 | 4,166,735 | 4,784,205 | 4,046,459 | 4,447,211 | 5,085,306 |
| Community development | 1,396,259 | 1,429,574 | 1,606,589 | 1,524,342 | 1,623,972 | 1,511,400 | 1,349,824 | 1,369,857 | 1,642,331 | 1,606,549 |
| Fire | 3,888,225 | 4,062,535 | 4,174,745 | 4,618,103 | 4,568,639 | 4,870,759 | 4,942,939 | 5,492,430 | 6,046,058 | 6,361,196 |
| Police | 4,304,710 | 4,670,639 | 4,707,315 | 5,143,662 | 5,393,431 | 3,295,197 | 5,754,470 | 5,969,109 | 6,442,739 | 6,543,861 |
| Leisure services | 3,049,908 | 3,035,583 | 2,702,313 | 2,996,371 | 3,588,611 | 727,986 | 3,282,853 | 3,631,342 | 3,518,790 | 3,532,856 |
| Streets and drainage | 1,388,970 | 3,597,965 | 2,055,631 | 2,407,780 | 3,148,848 | 543,129 | 1,798,352 | 3,940,447 | 2,369,362 | 2,302,515 |
| Municipal court | 319,084 | 586,911 | 501,027 | 508,566 | 461,393 | 5,498,406 | 595,879 | 575,098 | 579,980 | 638,025 |
| Maintenance | 394,830 | 489,685 | 570,011 | 662,480 | 690,007 | 1,515,283 | 701,424 | 744,107 | 670,108 | 729,083 |
| Capital outlay | 2,515,115 | 2,668,074 | 3,250,508 | 6,268,273 | 2,373,025 | 4,421,734 | 4,950,202 | 3,141,571 | 5,194,206 | 6,840,537 |
| Debt service | | | | | | | | | | |
| Principal retirement | 2,007,585 | 2,246,921 | 1,342,586 | 1,459,693 | 1,467,094 | 2,151,212 | 2,201,206 | 2,148,690 | 1,584,683 | 5,531,733 |
| Interest and fiscal charges | 757,594 | 697,140 | 716,228 | 524,414 | 563,660 | 420,477 | 375,647 | 312,988 | 255,859 | 150,880 |
| Total expenditures | 22,775,737 | 26,656,609 | 25,373,572 | 30,239,816 | 27,915,075 | 29,122,318 | 30,737,001 | 31,372,098 | 32,751,327 | 39,322,541 |
| EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES | 1,724,973 | (1,892,824) | 2,010,472 | (182,684) | 932,583 | 852,754 | 1,042,331 | 1,050,634 | 987,278 | 1,622,205 |
| OTHER FINANCING SOURCES (USES) | | | | | | | | | | |
| Refunding bonds | - | - | 7,330,000 | - | 6,225,000 | - | - | - | - | - |
| Capital lease | 894,534 | 209,425 | - | - | - | 541,073 | 356,459 | - | - | 938,461 |
| Sale of capital assets | 147,969 | - | 925,033 | 20,598 | 95,796 | 17,000 | 50,651 | 14,116 | 326,996 | 61,287 |
| Premium on bond issue | - | - | - | - | 239,163 | - | - | - | - | - |
| Payments to escrow | - | - | (7,600,000) | - | (6,373,776) | - | - | - | - | - |
| Transfers in | 3,893,584 | 4,189,380 | 7,355,334 | 6,497,252 | 5,665,493 | 4,552,668 | 5,160,716 | 5,212,289 | 2,275,198 | 4,226,761 |
| Transfers out | (2,811,716) | (3,076,840) | (6,175,042) | (5,318,662) | (4,769,825) | (4,489,349) | (4,900,478) | (4,941,886) | (2,025,168) | (3,817,485) |
| Total other financing sources (uses) | 2,124,371 | 1,321,965 | 1,835,325 | 1,199,188 | 1,081,851 | 621,392 | 667,348 | 284,519 | 577,026 | 1,409,024 |
| **NET CHANGE IN FUND BALANCES** | $ 3,849,344 | $ (570,859) | $ 3,845,797 | $ 1,016,504 | $ 2,014,434 | $ 1,474,146 | $ 1,709,679 | $ 1,335,153 | $ 1,564,304 | $ 3,031,229 |
| Debt service as a percentage of noncapital expenditures | 13.6% | 12.3% | 9.3% | 8.3% | 8.0% | 10.4% | 10.0% | 8.7% | 6.7% | 17.5% |

**Source:** Comprehensive Annual Financial Report

**City of Colleyville, Texas** **Table 5**

Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years
(Unaudited)

| Fiscal Year | Estimated Market Value: Real Property | Estimated Market Value: Personal Property | Less: Tax-Exempt Property | Total Taxable Assessed Value | Total Direct Tax Rate |
|---|---|---|---|---|---|
| 2012 | 3,923,274,993 | 93,472,439 | 276,338,109 | 3,730,446,941 | 0.35590 |
| 2013 | 3,973,653,709 | 92,906,015 | 295,979,344 | 3,775,194,699 | 0.35590 |
| 2014 | 4,110,956,030 | 94,096,963 | 305,274,674 | 3,909,272,694 | 0.35590 |
| 2015 | 4,290,260,905 | 101,386,687 | 311,122,707 | 4,091,303,521 | 0.35590 |
| 2016 | 4,454,110,130 | 112,948,913 | 295,992,599 | 4,204,340,103 | 0.35590 |
| 2017 | 5,276,637,668 | 110,675,076 | 314,305,247 | 4,588,707,342 | 0.33910 |
| 2018 | 5,784,914,251 | 155,608,995 | 398,722,284 | 5,065,743,299 | 0.33383 |
| 2019 | 5,995,502,975 | 165,783,371 | 414,329,132 | 5,456,363,643 | 0.32080 |
| 2020 | 6,407,168,658 | 175,745,491 | 444,673,050 | 5,839,829,017 | 0.30681 |
| 2021 | 6,476,173,723 | 179,108,894 | 444,673,050 | 5,966,966,320 | 0.30437 |

**Source:** Tarrant Appraisal District

**Note:** Property in Tarrant County is reassessed once every two years. The Appraisal District assesses property at 100 percent of actual value for residential and personal. Tax rates are per $100 of assessed value.

**City of Colleyville, Texas** **Table 6**

Direct and Overlapping Property Tax Rates (Per $100 of Assessed Value)
Last Ten Fiscal Years
(Unaudited)

| | City Direct Rates | | | Overlapping Rates | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Fiscal Year | Operating/ General Rate | General Obligation Debt Service | Total Direct | Birdville Independent School District | Carroll Independent School District | Grapevine-Colleyville Independent School District | Hurst-Euless Bedford Independent School District | Keller Independent School District | Tarrant County | Tarrant County College District | Tarrant County Hospital District |
| 2012 | 0.30881 | 0.04709 | 0.35590 | 1.43500 | 1.415100 | 1.320100 | 1.414000 | 1.540000 | 0.264000 | 0.14897 | 0.227897 |
| 2013 | 0.31385 | 0.04205 | 0.35590 | 1.43500 | 1.400000 | 1.320100 | 1.407500 | 1.540000 | 0.264000 | 0.14897 | 0.227897 |
| 2014 | 0.32442 | 0.03148 | 0.35590 | 1.43500 | 1.400000 | 1.320100 | 1.387500 | 1.540000 | 0.264000 | 0.14950 | 0.227897 |
| 2015 | 0.33461 | 0.02129 | 0.35590 | 1.43500 | 1.400000 | 1.320100 | 1.375000 | 1.540000 | 0.264000 | 0.14950 | 0.227897 |
| 2016 | 0.33624 | 0.01966 | 0.35590 | 1.45390 | 1.395000 | 1.320100 | 1.350000 | 1.540000 | 0.264000 | 0.14950 | 0.227897 |
| 2017 | 0.32191 | 0.01722 | 0.33913 | 1.45390 | 1.390000 | 1.396700 | 1.316000 | 1.520000 | 0.254000 | 0.14473 | 0.227897 |
| 2018 | 0.31600 | 0.01783 | 0.33383 | 1.45390 | 1.385000 | 1.396700 | 1.263000 | 1.520000 | 0.244000 | 0.14006 | 0.224429 |
| 2019 | 0.30376 | 0.01704 | 0.32080 | 1.45390 | 1.380000 | 1.396700 | 1.273000 | 1.510000 | 0.234000 | 0.13607 | 0.224429 |
| 2020 | 0.29043 | 0.01638 | 0.30681 | 1.38390 | 1.300000 | 1.326700 | 1.220000 | 1.408300 | 0.234000 | 0.13017 | 0.224429 |
| 2021 | 0.28944 | 0.01493 | 0.30437 | 1.38030 | 1.286400 | 1.303100 | 1.198000 | 1.394700 | 0.234000 | 0.13017 | 0.224429 |

**Source:** Tarrant Appraisal District

**Notes:** Overlapping rates are those of local and county governments that apply to property owners within the City of Colleyville, Texas. Not all school district overlapping rates apply to all Colleyville property owners because the City is served by five different independent school districts; for example, although the county property tax rates apply to all City property owners, the Grapevine-Colleyville Independent School District rates apply only to the approximately two-thirds of City property owners whose property is located within that school district's geographic boundaries.

**City of Colleyville, Texas** **Table 7**

Principal Property Tax Payers
Current Year and Five Years Ago
(Unaudited)

| | 2021 | | | 2016 | | |
|---|---|---|---|---|---|---|
| | Taxpayer | Taxable Assessed Value | Percentage of Total City Taxable Assessed Value [a] | Taxpayer | Taxable Assessed Value | Percentage of Total City Taxable Assessed Value [b] |
| 1 | SVAP III TC Colleyville LLC | $ 46,364,260 | 0.78% | Velocis Colleyville LP | $ 28,834,127 | 0.69% |
| 2 | KRG Colleyville LLC | 28,813,000 | 0.48% | Toll Dallas TX LLC | 25,472,505 | 0.61% |
| 3 | Oncor Electric Delivery Co LLC | 19,847,303 | 0.33% | Oncor Electric Delivery | 15,253,623 | 0.36% |
| 4 | LTF Real Estate MP I LLC | 13,685,000 | 0.23% | Lifetime Fitness Real Estate | 14,150,256 | 0.34% |
| 5 | Welltower Inc | 11,090,843 | 0.19% | Colleyville Lofts LLC | 9,502,079 | 0.23% |
| 6 | Colleyville Lofts Venture LLC | 9,900,000 | 0.17% | USMC Colleyville LLC | 8,510,000 | 0.20% |
| 7 | Atmos Energy/Mid Tex Division | 9,436,990 | 0.16% | Wal-Mart Real Estate Business Trust | 7,388,287 | 0.18% |
| 8 | Colleyville Lodging LLC | 7,965,476 | 0.13% | Standard Pacific of Texas Inc | 6,045,302 | 0.14% |
| 9 | Mainvue TX LLC | 7,044,412 | 0.12% | G Points SC LTD | 5,750,000 | 0.14% |
| 10 | Eagle-Colleyville Towne Square | 6,977,649 | 0.12% | Duke Realty BEMC Colleyville | 5,229,575 | 0.12% |
| | **Total** | $ 161,124,933 | 2.71% | **Total** | $ 126,135,754 | 3.01% |
| | Total assessed valuation | 5,966,966,320 | 100.00% | Total assessed valuation | 4,204,525,133 | 100.00% |

**Source:** Tarrant Appraisal District

[a] Taxpayers are assessed on January 1, 2020 (2020 tax year) for the 2021 fiscal year.

[b] Taxpayers are assessed on January 1, 2015 (2015 tax year) for the 2016 fiscal year.

**City of Colleyville, Texas** **Table 8**

Property Tax Levies and Collections
Last Ten Fiscal Years
(Unaudited)

| | | Collected within the Fiscal Year of the Levy | | | Total Collections | |
|---|---|---|---|---|---|---|
| Fiscal Year | Taxes Levied for the Fiscal Year | Amount | Percentage of Levy | Collections in Subsequent Years | Amount | Percentage of Levy |
| 2012 | 13,163,735 | 13,082,029 | 99.38% | 77,390 | 13,159,419 | 99.97% |
| 2013 | 13,291,462 | 13,207,902 | 99.37% | 77,946 | 13,285,848 | 99.96% |
| 2014 | 13,722,602 | 13,681,269 | 99.70% | 33,625 | 13,714,894 | 99.94% |
| 2015 | 14,305,704 | 14,242,584 | 99.56% | 53,287 | 14,295,871 | 99.93% |
| 2016 | 14,675,127 | 14,612,632 | 99.57% | 38,169 | 14,650,801 | 99.83% |
| 2017 | 15,508,345 | 15,423,832 | 99.46% | 48,978 | 15,472,810 | 99.77% |
| 2018 | 16,651,773 | 16,590,832 | 99.63% | 40,152 | 16,630,984 | 99.63% |
| 2019 | 16,902,499 | 16,847,431 | 99.70% | 58,840 | 16,906,271 | 99.85% |
| 2020 | 17,317,428 | 17,220,445 | 99.44% | - | 17,220,445 | 99.44% |
| 2021 | 17,582,870 | 17,531,183 | 99.71% | - | 17,531,183 | 99.71% |

**Source:** Tarrant County Tax Office

**City of Colleyville, Texas** **Table 9**

Principal Water Customers
Current Year and Nine Years Ago
(Unaudited)

| | 2021 | | 2012 | |
|---|---|---|---|---|
| Taxpayer | Water Usage | Percentage of Total City Water Usage | Water Usage | Percentage of Total City Water Usage |
| City Government | 43,751,500 | 1.71% | 57,689,200 | 2.62% |
| School District | 24,442,600 | 0.96% | 50,102,700 | 2.28% |
| Homeowners Assoc | 3,579,700 | 0.14% | 27,466,600 | 1.25% |
| Shopping Center | 7,290,200 | 0.29% | 11,122,300 | 0.51% |
| Fitness Center | 8,870,000 | 0.35% | 10,930,700 | 0.50% |
| Cemetery | 8,652,800 | 0.34% | 6,075,800 | 0.28% |
| Building Construction | 10,963,600 | 0.43% | - | - % |
| Irrigation | 7,547,200 | 0.30% | - | - % |
| Grocery Store | 4,639,600 | 0.18% | - | - % |
| Radio Broadcasting | 4,468,800 | 0.17% | - | - % |
| Shopping Center | 3,607,500 | 0.14% | - | - % |
| Hotel | 3,518,100 | 0.14% | - | - % |
| Total | 131,331,600 | 5.15% | 163,387,300 | 7.44% |

Notes: City chose not to include the exact names to protect the customers confidentiality.

Source: City utility billing records

**City of Colleyville, Texas** **Table 10**

Ratio of Outstanding Debt by Type
Last Ten Fiscal Years
(Unaudited)

| | Governmental Activities | | | | Business-Type Activities | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Fiscal Year | General Obligation Bonds | Sales Tax Revenue Bonds | Capital Leases | Premium | Water and Sewer Revenue Bonds | Drainage Revenue Bonds | Capital Leases | Premium | Total Primary Government | Percentage of Personal Income [a] | Per Capita [a] |
| 2012 | 9,975,000 | 7,930,000 | 1,709,120 | 5,249 | 2,850,000 | 1,345,000 | - | 89,780 | 23,904,149 | 12002.00% | 1,042 |
| 2013 | 8,675,000 | 7,600,000 | 1,301,624 | 4,593 | 2,085,000 | 1,135,000 | - | 79,805 | 20,881,022 | 10484.12% | 904 |
| 2014 | 7,660,000 | 7,330,000 | 974,038 | - | 1,310,000 | 915,000 | - | 69,830 | 18,258,868 | 9092.07% | 769 |
| 2015 | 6,920,000 | 6,935,000 | 649,345 | - | 850,000 | 690,000 | - | 59,854 | 16,104,199 | 8019.14% | 676 |
| 2016 | 8,550,000 | 6,525,000 | 362,251 | 239,163 | 505,000 | 585,000 | - | 49,878 | 16,816,292 | 8373.73% | 696 |
| 2017 | 7,125,000 | 6,105,000 | 597,110 | 238,957 | 155,000 | 475,000 | - | 24,939 | 14,721,006 | 7096.58% | 598 |
| 2018 | 5,665,000 | 5,680,000 | 637,365 | 235,299 | - | 365,000 | - | - | 12,582,664 | 6065.75% | 503 |
| 2019 | 4,155,000 | 5,235,000 | 443,675 | 225,279 | - | 250,000 | - | - | 10,308,954 | 4969.66% | 406 |
| 2020 | 3,110,000 | 4,775,000 | 358,747 | 208,716 | - | 125,000 | - | - | 8,577,463 | 4055.06% | 334 |
| 2021 | 2,700,000 | - | 950,476 | 172,787 | - | - | - | - | 3,823,263 | 1807.48% | 148 |

**Note:** Details regarding the City's outstanding debt can be found in the notes to the financial statements.

[a] See Table 14 for personal income and population data.

**City of Colleyville, Texas** **Table 11**

Ratio of General Bonded Debt Outstanding
Last Ten Fiscal Years
(Unaudited)

| Fiscal Year | General Bonded Debt Outstanding: General Obligation Bonds | General Bonded Debt Outstanding: Less: Available Debt Service Funds | General Bonded Debt Outstanding: Total | Percentage of Actual Taxable Value of Property [a] | Per Capita [b] |
|---|---|---|---|---|---|
| 2012 | 9,933,921 | 1,159,092 | 8,774,829 | 0.24% | 433 |
| 2013 | 8,639,056 | 857,143 | 7,781,913 | 0.21% | 374 |
| 2014 | 7,660,000 | 831,073 | 6,828,927 | 0.17% | 323 |
| 2015 | 6,920,000 | 744,295 | 6,175,705 | 0.15% | 290 |
| 2016 | 8,550,000 | 692,093 | 7,857,907 | 0.19% | 353 |
| 2017 | 7,363,957 | 612,641 | 6,751,316 | 0.15% | 299 |
| 2018 | 5,665,000 | 697,975 | 4,967,025 | 0.10% | 227 |
| 2019 | 4,155,000 | 844,867 | 3,310,133 | 0.06% | 164 |
| 2020 | 3,110,000 | 1,188,908 | 1,921,092 | 0.03% | 121 |
| 2021 | 2,700,000 | 1,066,797 | 1,633,203 | 0.03% | 104 |

**Note:** Details regarding the city's outstanding debt can be found in the notes to the financial statements.

[a] See Table 5 for property value data.

[b] See Table 14 for population data.

**City of Colleyville, Texas** **Table 12**

Direct and Overlapping Governmental Activities Debt
As of September 30, 2021
(Unaudited)

| Governmental Unit | Gross Bonded Debt | Percentage of Debt Applicable to Area | Share of Overlapping Debt |
|---|---|---|---|
| Debt repaid with property taxes | | | |
| Birdville Independent School District | $ 279,353,750 | 0.07% | $ 195,548 |
| Carroll Independent School District | 203,975,926 | 0.37% | 754,711 |
| Grapevine-Colleyville Independent School District | 432,190,041 | 22.76% | 98,366,453 |
| Hurst-Euless-Bedford Independent School District | 255,891,703 | 1.58% | 4,043,089 |
| Keller Independent School District | 744,155,814 | 3.50% | 26,045,453 |
| Tarrant County | 352,936,015 | 2.96% | 10,446,906 |
| Tarrant County College District | - | 3.17% | - |
| Tarrant County Hospital District | 22,335,000 | 2.96% | 661,116 |
| Subtotal, overlapping debt | | | 140,513,275 |
| City of Colleyville (direct debt) | 3,468,747 | 100.00% | 3,468,747 |
| **Total direct and overlapping debt** | | | $ 143,982,022 |

**Source:** Debt outstanding data provided by each school district and county.
Percentage of debt provided by the Municipal Advisory Council of Texas.

**City of Colleyville, Texas**
Pledged Revenue Coverage
Last Ten Fiscal Years
(Unaudited)

| | Water and Sewer System Revenue Bonds | | | | |
|---|---|---|---|---|---|
| Fiscal Year | Total Revenues [a] | Less: Operating Expenses [b] | Net Available Revenue | Annual Requirement [c] | Times Coverage |
| 2012 | 13,986,067 | 10,395,517 | 3,590,550 | 827,947 | 4.34 |
| 2013 | 14,802,351 | 10,707,017 | 4,095,334 | 823,430 | 4.97 |
| 2014 | 14,852,535 | 11,331,749 | 3,520,786 | 819,137 | 4.30 |
| 2015 | 15,856,242 | 12,043,267 | 3,812,975 | 490,100 | 7.78 |
| 2016 | 15,638,670 | 11,965,525 | 3,673,145 | 365,325 | 10.05 |
| 2017 | 16,045,635 | 12,673,136 | 3,372,499 | 359,900 | 9.37 |
| 2018 | 17,648,886 | 13,468,257 | 4,180,629 | 157,325 | 26.57 |
| 2019 | 15,167,016 | 13,779,337 | 1,387,679 | - | N/A |
| 2020 | 16,418,116 | 15,154,408 | 1,263,708 | - | N/A |
| 2021 | 17,471,197 | 14,709,115 | 2,762,082 | - | N/A |

[a] Includes operating and non-operating revenues.
[b] Includes operating expenses minus depreciation plus transfers out.
[c] Includes principal and interest.

# Table 13

| | Drainage Revenue Bonds | | | | | Sales Tax Bonds | | |
|---|---|---|---|---|---|---|---|---|
| Fiscal Year | Total Revenues [a] | Less: Operating Expenses [b] | Net Available Revenue | Annual Requirement [c] | Times Coverage | Sales Tax Increment | Annual Requirement [c] | Times Coverage |
| 2012 | 908,387 | 531,705 | 376,682 | 256,244 | 1.47 | 1,426,909 | 646,588 | 2.21 |
| 2013 | 930,427 | 541,598 | 388,829 | 251,733 | 1.54 | 1,534,635 | 648,365 | 2.37 |
| 2014 | 941,416 | 416,957 | 524,459 | 255,398 | 2.05 | 1,673,351 | 138,390 | 12.09 |
| 2015 | 959,833 | 700,939 | 258,894 | 252,847 | 1.02 | 1,725,809 | 600,416 | 2.87 |
| 2016 | 966,687 | 414,619 | 552,068 | 127,121 | 4.34 | 1,864,084 | 603,824 | 3.09 |
| 2017 | 996,855 | 493,796 | 503,059 | 128,391 | 3.92 | 1,872,563 | 601,872 | 3.11 |
| 2018 | 1,036,297 | 599,534 | 436,763 | 124,574 | 3.51 | 1,949,370 | 594,704 | 3.28 |
| 2019 | 1,036,849 | 677,196 | 359,652 | 125,000 | 2.88 | 1,944,792 | 602,176 | 3.23 |
| 2020 | 1,034,662 | 691,758 | 342,904 | 125,000 | 2.74 | 2,096,882 | 600,752 | 3.49 |
| 2021 | 1,013,401 | 660,087 | 353,314 | - | N/A | 2,390,336 | 481,225 | 4.97 |

**City of Colleyville, Texas** **Table 14**

Demographic and Economic Statistics
Last Ten Calendar Years
(Unaudited)

| Fiscal Year | Estimated Population [a] | Personal Income | Per Capita Personal Income | School Enrollment [b] | Unemployment Rate [c] |
|---|---|---|---|---|---|
| 2012 | 22,950 | 199,168 | 65,516 | 13,378 | 6.2% |
| 2013 | 23,090 | 199,168 | 65,516 | 13,513 | 6.0% |
| 2014 | 23,740 | 200,822 | 66,060 | 13,751 | 5.0% |
| 2015 | 23,830 | 200,822 | 66,060 | 13,824 | 4.0% |
| 2016 | 24,230 | 200,822 | 66,060 | 13,830 | 4.1% |
| 2017 | 24,630 | 207,438 | 68,236 | 13,972 | 3.4% |
| 2018 | 25,010 | 207,438 | 66,301 | 13,882 | 2.8% |
| 2019 | 25,370 | 207,438 | 72,927 | 14,042 | 2.1% |
| 2020 | 25,700 | 211,525 | 76,635 | 13,970 | 3.2% |
| 2021 | 25,920 | 211,525 | 76,635 | 14,040 | 3.2% |

[a] North Central Texas Council of Governments

[b] Grapevine-Colleyville Independent School District

[c] Texas Workforce Commission

**City of Colleyville, Texas** **Table 15**

Principal Employers
Current Year and Nine Years Ago
(Unaudited)

| 2021 | | | 2012 | | |
|---|---|---|---|---|---|
| Employer | Employees | Percentage of Total City Employment | Employer | Employees | Percentage of Total City Employment |
| Grapevine Colleyville ISD | 611 | 5.90% | Grapevine Colleyville ISD | 698 | 6.84% |
| Market Street | 345 | 3.33% | Market Street | 369 | 3.62% |
| Lifetime Fitness | 250 | 2.41% | Lifetime Fitness | 230 | 2.26% |
| City of Colleyville | 206 | 1.99% | City of Colleyville | 192 | 1.88% |
| Covenant Christian Academy | 130 | 1.26% | Albertsons | 107 | 1.05% |
| Whole Foods Market | 125 | 1.21% | Covenant Christian Academy | 95 | 0.93% |
| Albertsons | 118 | 1.14% | LaHacienda Ranch | 80 | 0.78% |
| LaHacienda Ranch | 100 | 0.97% | TGW Insurance | 75 | 0.74% |
| Walmart Neighborhood Market | 72 | 0.70% | Sonshine Academy | 64 | 0.63% |
| US Memory Care | 60 | 0.58% | Mac's Steak and Seafo0d | 60 | 0.59% |
| Total | 2,017 | 19.49% | Total | 1,970 | 19.32% |
| Total Colleyville Daytime Employees | 10,358 | | Total Colleyville Daytime Employees | 10,198 | |

**Source:** City of Colleyville Economic Development

**City of Colleyville, Texas** **Table 16**

Full-Time Equivalent City Government Employees By Function/Program
Last Ten Fiscal Years
(Unaudited)

| | Fiscal Year | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Function/Program | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
| General government | | | | | | | | | | |
| Management services | 4.00 | 4.00 | 4.00 | 4.00 | 3.75 | 5.00 | 4.20 | 3.20 | 3.20 | 3.20 |
| *Court | | | | | | | | | | 4.00 |
| Finance/court | 6.00 | 8.00 | 8.00 | 8.00 | 8.00 | 9.00 | 9.00 | 9.00 | 9.00 | 4.00 |
| Planning | 2.00 | 2.00 | 4.00 | 3.00 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 |
| Building | 3.00 | 3.00 | 3.50 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 |
| Other | 11.00 | 13.00 | 11.63 | 13.52 | 14.14 | 12.14 | 12.80 | 11.80 | 11.80 | 11.80 |
| Police | | | | | | | | | | |
| Officers | 39.00 | 40.00 | 41.00 | 42.50 | 43.00 | 43.00 | 41.00 | 41.00 | 44.00 | 44.00 |
| Civilians | 6.00 | 6.00 | 6.50 | 7.00 | 6.50 | 6.00 | 8.00 | 8.00 | 6.73 | 6.73 |
| Fire | | | | | | | | | | |
| Firefighters and officers | 35.00 | 36.00 | 38.00 | 41.00 | 41.00 | 41.00 | 40.00 | 40.00 | 43.00 | 43.00 |
| Civilians | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.50 | 1.50 | 1.50 | 1.50 |
| Other public works | | | | | | | | | | |
| Engineering | 3.00 | 3.00 | 4.05 | 3.95 | 4.75 | 2.75 | 2.75 | 2.75 | 2.75 | 2.75 |
| Other | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 2.00 | 2.00 |
| Streets | 10.00 | 7.00 | 8.35 | 8.35 | 8.35 | 8.35 | 8.35 | 8.35 | 8.85 | 8.85 |
| Parks and recreation | 16.00 | 16.00 | 15.75 | 15.00 | 15.00 | 17.00 | 17.00 | 16.00 | 16.00 | 16.00 |
| Library | 11.50 | 12.00 | 13.00 | 13.63 | 13.00 | 13.00 | 13.00 | 12.50 | 12.50 | 12.50 |
| Colleyville Center | 4.50 | 3.50 | 4.00 | 4.50 | 4.50 | 4.00 | 4.00 | 4.00 | 4.00 | 4.00 |
| Water/wastewater | 24.50 | 23.00 | 24.68 | 25.03 | 24.23 | 25.60 | 24.70 | 24.70 | 24.70 | 26.70 |
| Drainage | 6.00 | 7.00 | 6.00 | 6.00 | 6.41 | 6.41 | 6.20 | 6.20 | 6.20 | 6.20 |
| **Total** | 185.50 | 187.50 | 196.46 | 204.48 | 205.63 | 206.25 | 204.50 | 201.00 | 205.23 | 206.23 |

**Source:** City budget
*As of FY21, the Colleyville/Keller Municipal Court reports directly to City Management. Previously, it was out of the Finance Department.

**City of Colleyville, Texas** **Table 17**

Operating Indicators By Function/Program
Last Ten Fiscal Years
(Unaudited)

| Function/Program | Fiscal Year 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|---|---|---|---|
| General government | | | | | | | | | | |
| Building permits issued | 155 | 103 | 108 | 181 | 182 | 136 | 169 | 111 | 82 | 61 |
| Building inspections conducted | 8,310 | 8,292 | 7,807 | 7,307 | 8,940 | 10,666 | 11,981 | 10,519 | 7,321 | 6,970 |
| Police | | | | | | | | | | |
| Physical arrests | 653 | 632 | 863 | 800 | 918 | 602 | 715 | 491 | 190 | 234 |
| Calls for service | 48,076 | 61,270 | 58,522 | 51,537 | 43,492 | 34,437 | 33,765 | 30,296 | 51,364 | 49,445 |
| Traffic violations | 11,980 | 11,766 | 19,955 | 21,450 | 20,790 | 13,016 | 15,832 | 12,804 | 4,603 | 5,505 |
| Fire | | | | | | | | | | |
| Emergency responses | 724 | 557 | 627 | 694 | 1,783 | 1,768 | 1,758 | 1,797 | 1,779 | 2,246 |
| Ambulance calls | 803 | 829 | 950 | 959 | 1,037 | 967 | 1,000 | 1,004 | 939 | 1,089 |
| Inspections | 342 | 306 | 317 | 363 | 400 | 361 | 239 | 386 | 352 | 393 |
| Other public works | | | | | | | | | | |
| Street resurfacing (miles) | 1.0 | 4.0 | 1.7 | 3.7 | 10.9 | 6.8 | 6.0 | 21.9 | 7.0 | 10.0 |
| Parks and recreation | | | | | | | | | | |
| Athletic field participants | 3,946 | 4,287 | 4,315 | 4,434 | 4,302 | 4,517 | 4,386 | 4,570 | 2,500 | 4,361 |
| Community center rentals | 404 | 398 | 412 | 452 | 376 | 405 | 320 | 314 | 128 | 200 |
| Library | | | | | | | | | | |
| Volumes in collection | 65,740 | 69,736 | 74,525 | 77,664 | 80,452 | 82,182 | 71,188 | 70,161 | 74,939 | 72,871 |
| Total volumes borrowed | 244,613 | 250,737 | 234,667 | 228,160 | 222,128 | 227,252 | 237,124 | 234,477 | 145,218 | 246,043 |
| Water | | | | | | | | | | |
| Customers | 9,285 | 9,396 | 9,507 | 9,631 | 9,858 | 9,987 | 10,215 | 10,422 | 10,487 | 10,608 |
| Average daily consumption (thousands of gallons) | 7,217 | 6,785 | 6,539 | 6,451 | 5,889 | 6,355 | 6,508 | 6,794 | 7,274 | 6,679 |
| Peak daily consumption (thousands of gallons) | 18,707 | 17,052 | 15,204 | 19,866 | 15,724 | 12,434 | 15,830 | 14,616 | 17,562 | 13,497 |
| Wastewater | | | | | | | | | | |
| Customers | 8,603 | 8,731 | 8,817 | 8,905 | 9,071 | 9,270 | 9,444 | 9,453 | 9,619 | 9,832 |

**Source:** City departments

**City of Colleyville, Texas** **Table 18**

Capital Asset Statistics By Function/Program
Last Ten Fiscal Years
(Unaudited)

| Function/Program | Fiscal Year 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|---|---|---|---|---|---|---|---|---|---|
| Police | | | | | | | | | | |
| Stations | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Patrol units | 12 | 12 | 12 | 13 | 13 | 13 | 13 | 13 | 13 | 13 |
| Fire | | | | | | | | | | |
| Stations | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| Public works | | | | | | | | | | |
| Streets (miles) | 282 | 282 | 283 | 283 | 283 | 289 | 289 | 289 | 289 | 289 |
| Streetlights | 1,169 | 1,175 | 1,175 | 1,227 | 1,269 | 1,269 | 1,338 | 1,338 | 1,338 | 1,338 |
| Traffic signals | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Parks and recreation | | | | | | | | | | |
| Acreage | 224 | 224 | 224 | 224 | 225 | 225 | 225 | 225 | 225 | 225 |
| Playgrounds | 6 | 6 | 6 | 6 | 7 | 7 | 7 | 7 | 7 | 7 |
| Baseball/softball diamond | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 |
| Soccer fields | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 14 |
| Community center | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Water | | | | | | | | | | |
| Water mains (miles) | 201 | 202 | 204 | 205 | 206 | 206 | 206 | 206 | 206 | 206 |
| Fire hydrants | 1,389 | 1,389 | 1,403 | 1,422 | 1,507 | 1,517 | 1,521 | 1,529 | 1,529 | 1,529 |
| Storage capacity (thousands of gallons) | 8,500 | 8,500 | 8,500 | 8,500 | 8,500 | 8,500 | 8,500 | 8,500 | 8,500 | 8,500 |
| Wastewater | | | | | | | | | | |
| Sanitary sewer (miles | 169 | 170 | 172 | 172 | 179 | 180 | 180 | 180 | 180 | 180 |
| Storm sewers (miles) | 64 | 58 | 60 | 67 | 69 | 70 | 70 | 70 | 70 | 70 |

**Source:** City departments

[a] Baseball, softball, soccer and multipurpose fields combined through 2014

# City of Colleyville
# City Council
# Agenda Briefing

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

**Agenda Number** 8c **Agenda Date** 3/22/2022 **Number** Resolution R-22-4708
**Type** Resolution
**Department** Fire

## Title
A resolution authorizing the City Manager to apply for grant funds through the Office of the Governor and committing to providing applicable matching funds as necessary if grant is awarded

## Strategic Plan
2.4 Demonstrate stewardship of public resources

## Explanation
***Reading and Public Hearing***

The City's Emergency Management Coordinator, Kenny Phillips, has located a grant program through the Office of the Governor, which could potentially reimburse the City for overtime expenses incurred in response to the terroristic attack at Congregation Beth Israel on January 15, 2022. Additional grant funding may also be awarded for enhancements to the City's Emergency Operations Center. The proposed resolution is required to be submitted at the time of the grant submittal. The resolution requires the matching funds wording, however, it is believed if awarded a grant, the City matching funds will not be required.

## Financial Impact
If a grant is awarded, the funds will be utilized per the grant terms.

## Recommendation
Approve

## Attachments
1. Resolution R-22-4708

**RESOLUTION R-22-4708**

**AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT FUNDS THROUGH THE OFFICE OF THE GOVERNOR AND COMMITTING TO PROVIDING APPLICABLE MATCHING FUNDS AS NECESSARY IF GRANT IS AWARDED**

**WHEREAS,** the City of Colleyville, Texas ("City") incurred substantial expense in responding to the January 15, 2022 terrorist attack that occurred at Congregation Beth Israel, in Colleyville; and

**WHEREAS,** the City Council finds it in the best interest of the City and its citizens to maintain and enhance the City's Emergency Operations Center (the "EOC"); and

**WHEREAS,** the City Council therefore authorizes the City Manager, or his designee, to apply for grant funding from the Office of the Governor, for reimbursement of over-time expenses in connection with the January 15, 2022 terrorist attack, as well as funding for certain improvements to enhance the City's EOC (the "Grant"); and

**WHEREAS,** the City Manager, or his designee, shall have the authority to apply for, accept, reject, alter, or terminate the Grant on behalf of the City; and

**WHEREAS,** if the Grant is awarded to the City, the City Council hereby authorizes the commitment of local matching funds, to the extent required, to be funded from available funding in the City's Capital Improvements Program and/or the Colleyville Crime Control Prevention District budget(s); and

**WHEREAS,** the City agrees that in the event of loss or misuse of the Grant funds, the City of Colleyville assures the funds will be returned to the Office of the Governor in conformance with the conditions of the Grant agreement.

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

Sec. 1 THAT the Colleyville City Council approves submission of the grant application for the "DJ18 PY20 Justice Assistance Grant Program", with the project to be named "Congregation Beth Israel", to the Office of the Governor.

Sec. 2 THAT this Resolution shall become effective immediately upon passage.

**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 22ND DAY OF MARCH 2022.

| | | | |
|---|---|---|---|
| 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

Grant #4532201

# City of Colleyville
# City Council
# Agenda Briefing

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

**Agenda Number** 8d **Agenda Date** 3/22/2022 **Number** Resolution R-22-4709
**Type** Resolution
**Department** City Secretary

## Title
Appointing members to the Colleyville Center Advisory Committee

## Strategic Plan
1.2 Develop future community leaders

## Explanation
***Reading and Public Hearing***

The Colleyville Center Advisory Committee terms of four at-large members, and four organization representatives (National Charity League, Colleyville Rotary Club, Colleyville Woman's Club, and Colleyville Chamber of Commerce) expire March 2022.

The at-large committee members with expiring terms are:
Jerome Davis
Judith Goodwin
Fred Mills
Alex Thomas

The at-large applicants are listed below and applications are attached.
Jerome Davis
Judith Goodwin
Roger Ihne
Lee Koch
Fred Mills
Alex Thomas

The following is a list of the organizations' appointed representatives:

National Charity League - Athena Wiginton
Colleyville Rotary Club - none
Colleyville Woman's Club - Darla Dennison
Colleyville Chamber of Commerce - none

This resolution provides for City Council to consider appointments to the four at-large Colleyville Center Advisory Committee positions.

**Financial Impact**
There is no financial impact to the City.

**Recommendation**
Approve

**Attachments**
1. Colleyville Center Advisory Committee Roster
2. Colleyville Center Advisory Committee Applications for Appointment
3. Resolution R-22-4709

# COLLEYVILLE CENTER ADVISORY COMMITTEE

**Jerome Davis**
1704 Avalon
Colleyville, TX 76034
H: (817) 266-1480
davisjerome15@yahoo.com
TERM: March 2020 – March 2022

**Judith Goodwin**
4001 Allendale Street
Colleyville, TX 76034
H: (817) 267-8702
dongoodwin@verizon.net
TERM: March 2020 – March 2022

**Jeremy Tallo**
7401 Overland Trl
Colleyville, TX 76034
H: (817) 226-4094
jeremytallo@gmail.com
TERM: March 2021 – March 2023

**Fred Mills**
5400 Linden Court
Colleyville, TX 76034
H: (817) 545-6862
saxmills@verizon.net
TERM: March 2020 – March 2022

**Alex Thomas**
3201 Carisbrooke Court
Colleyville, TX 76034
H: (904) 703-9008
atpost@gmail.com
TERM: March 2020– March 2022

**Paul Vigiletti**
604 Summertree Court
Colleyville, TX 76034
H: (817) 485-7417
paubervig@att.net
TERM: March 2021 – March 2023

**Colleyville Garden Club**
**Julie George**
5908 Quality Hill Road
Colleyville, TX 76034
W: (214) 202-4671
H: (817) 577-2627
juliefgeorge@sbcglobal.net
TERM: March 2021 – March 2023

**Colleyville Lions Club**
**Louis C. Miller**
7802 Tillman Hill Court
Colleyville, TX 76034
W: (817) 994-6180
millerlouis@sbcglobal.net
TERM: March 2021 – March 2023

**National Charity League**
**Athena Wiginton**
4402 Eaton Circle
Colleyville, TX 76034
H: (817) 946-0180
apw@thewigintons.com
TERM: March – March 2022

**Colleyville Rotary Club**
**VACANT**

**Colleyville Woman's Club**
**Darla Dennison**
100 Franklin Court
Colleyville, TX 76034
H: (817) 770-8805
TERM: March 2020 – March 2022

**Colleyville Chamber of Commerce**
**VACANT**

**Updated 3/2/2022**

# 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 Colleyville Center Advisory Committee
2. CLICK HERE TO MAKE SELECTION Parks and Recreation Advisory Board
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☐ Mrs. ☑ Mr. Jerome Davis

Address: 1704 Avalon Colleyville, TX 76034

Phone: 817-266-1480 E-mail Address: davisjerome15@yahoo.com

How long have you been a Colleyville resident? 49 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:**
   Past president of Libary Board, current member of Library Foundation Board, past member of Planning and Zoning Commission, past member of Colleyville Beautification Committee, past president of Colleyville Lions Club, past president of Northeast Tarrant Lions Club, past member of Colleyville Chamber of
2. **What do you perceive your role will be in serving on a board, commission, or committee?**
   To make any talents I might have available to make the oommittee better.

3. **In your opinion, what policies/programs/assets of Colleyville are working well?**
   City Council, City Manager's office, Finance Department, Parks,Streets, Water, Police and FIre. It's all working well together.

4. **What are some issues in Colleyville which may require change?**
   Better enforcement of speed limits on major streets, and parking requirements on the street that could present obstacles for fire access to neighborhoods.

5. **If you could influence the City in just one way, what would that be?**
   I would like to see a better connection of the various businesss communities in the city. There's a need to close the division between the two areas.

6. **Please share your vision for the City of Colleyville.**
   I'd like to see Colleyville expand the City Center so the city could attract conventions and larger business meetings. This would support development of hotels and additional businesses, and perhaps make Colleyville more of a destinatioin 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: 01/25/22 Recorded/Printed: Acknowledged By: AL

**Rev. 11/2021**

# Application for Appointment

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1. CLICK HERE TO MAKE SELECTION Colleyville Center Advisory Committee
2. CLICK HERE TO MAKE SELECTION
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Judith Goodwin

Address: 4001 ALLENDALE St 76034

Phone: 817-267-8702 E-mail Address: dongoodwin@Verizon.net

How long have you been a Colleyville resident? ~ 1998

☒ **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:**
   Advisory Board - Colleyville Center
2. **What do you perceive your role will be in serving on a board, commission, or committee?**
   Input as a private citizen
3. **In your opinion, what policies/programs/assets of Colleyville are working well?**
   Our police & fire departments do a super job.
4. **What are some issues in Colleyville which may require change?** (1) Need to finish update old water lines (2) Circle on Blade of a hazard going to be a major accident.
5. **If you could influence the City in just one way, what would that be?**
6. **Please share your vision for the City of Colleyville.**
   Continue updating procedures for infrastructure and city safety.

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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 and kseiger@colleyville.com***

**For Office Use**

Date Received: Recorded/Printed: Acknowledged By:

**Rev. 10/2019**

# 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. COLLEYVILLE CENTER ADVISORY COMMITTEE
3. COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION

Name: ☐ Ms. ☐ Mrs. ☐ Mr. Roger K Ihne

Address: 5619 Winnie Dr, Colleyville, Texas 76034

Phone: 832-453-2695 E-mail Address: rihne950@gmail.com

How long have you been a Colleyville resident? 18 months

☐ **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:**

Was an active member of the Energy and Environment Committee for the Greater Houston Partnership (area "chamber of commerce") from 2008 through 2013.

**2. What do you perceive your role will be in serving on a board, commission, or committee?**

To work with other citizens and city leadership in assisting turning Colleyville's strategy into reality. As a senior level management consultant for over 30 years, I have been fortunate to work with many different organizations in developing and executing meaningful programs for lasting change.

**3. In your opinion, what policies/programs/assets of Colleyville are working well?**

I appreciate and admire the fiscal responsibility demonstrated by the City of Colleyville's current leadership, as well as its overall vision for the business community. I reviewed the strategic plan for the city prepared by an outside consultant and believe it provides a nice template for furthering multiple areas important to Colleyville's future.

**4. What are some issues in Colleyville which may require change?**

Proper development of business enterprises along the Colleyville Boulevard (SH 26) corridor. Attracting the right businesses along this part of Colleyville is necessary to achieve the vision for the community.

**5. If you could influence the City in just one way, what would that be?**

Connecting with appropriate businesses / academia / business accellerators in the greater DFW area to help fulfill the vision of attracting appropriate emerging technology and professional services to the City.

**6. Please share your vision for the City of Colleyville.**

Continuation of the strong fiscal leadership of the City and meaningful execution of many aspects of Colleyville's strategic direction to assure proper growth. (Without changing the wonderful personality and lifestyle currently afforded the citizens of the City of Colleyville.)

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**For Office Use**

Date Received: 10/22/21 Recorded/Printed: Acknowledged By: AL

**Roger K. Ihne**

Energy Trends & Investments
(Retired Principal – Deloitte LLP)

Cell: 832-453-2695
rihne950@gmail.com

5619 Winnie Dr.
Colleyville, TX 76034

Roger Ihne has 40 years of business experience, including 25 years with Deloitte LLP, as well as prior management positions with the energy businesses of a large public company based in Fort Worth, Texas. Mr. Ihne currently provides advice on energy trends and investments through a variety of forums, and was a member of the board of directors for Universal Acoustic & Emissions Technologies, Inc. prior to the sale of the company in 2018.

**Community involvement and awards:**

Mr. Ihne was active as a member of the Energy and Environment Committee of the Greater Houston Partnership (area "chamber of commerce") from 2008 through 2013. During his last year he served as Vice Chairman of the Oil & Gas Subcommittee (the largest sub-committee of the Partnership.)

Additionally, Mr. Ihne was one of the early members of the Advisory Board to the University of Texas Energy Management and Innovation Center ("EMIC") from 2010 through May 2013. And Mr. Ihne was a recipient of the "Who's Who in Energy Award" by the *Houston Business Journal* for both 2012 and 2013.

**Professional Experience – Deloitte LLP ("Deloitte")**

Mr. Ihne served for several years as Deloitte Consulting LLP's Strategy & Operations service line leader for the combined Mid-America and Southeast regions of the United States. In this role, he had profit and loss responsibility across multiple industries for a group of approximately 500 management consultants providing corporate strategy, supply chain management, operational excellence, financial management, cost reduction, and post-merger integration services.

Immediately prior to his retirement from Deloitte in November, 2013, Mr. Ihne had the privilege of serving as the U.S. Oil & Gas Thought Leader for the *Deloitte Center for Energy Solutions,* where he directed Deloitte's research projects related to key trends in the industry and shared the results through various meetings, dinners and roundtables with leading oil and gas industry executives.

Mr. Ihne is considered an authority by many in the energy industry through his numerous presentations, articles, whitepapers and webinars covering topics important to oil and gas executives. He has researched, published and been asked to speak on such topics as the impact of the shale revolution on the U.S. economy, the pace and focus of M&A activity and major trends facing the U.S. refining industry. He has been quoted by publications including *The Wall Street Journal, Forbes, The Petroleum Economist, The Oil & Gas Journal, The New York Times, The Oil Daily, Hydrocarbon Engineering, Hydrocarbon Processing, Downstream Today, Investor's Business Daily, Bloomberg, The Financial Times, The Houston Chronicle* and *The Dallas Morning News*.

Earlier in his career with Deloitte, Mr. Ihne developed a number of consultative service lines and held the following leadership positions with Deloitte's legacy Management Solutions & Services practice:

- Global Solutions Leader - Innovation & Growth
- Finance Transformation Services Leader
- National Director – eBusiness Services
- PROFIT service line development (the firm's world-class financial management practice)

**Other employment history:**

Champlin Petroleum Company – Fort Worth Texas - Employed for eight years in progressively more responsible financial management positions in both Fort Worth and Houston. His responsibilities included positions which covered upstream, midstream, refining and petrochemical operations.

**Education:**

B.S. Economics, University of Texas at Arlington, 1979

MBA, University of Texas at Arlington, 1981

# Application for Appointment

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1. COLLEYVILLE CENTER ADVISORY COMMITTEE
2. CLICK HERE TO MAKE SELECTION
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☐ Mrs. ☑ Mr. Fred Mills

Address: 5400 Linden Ct.

Phone: 817-320-6862 E-mail Address: saxmills@verizon.net

How long have you been a Colleyville resident? 32 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 have served on the Colleyville Center Advisory Committee for multiple terms. Currently I am the Vice-Chair of this Committee, I also served as the Co-Chair of the Commuter Rail Committee. I hold an MBA degree from the University of Dayton
2. **What do you perceive your role will be in serving on a board, commission, or committee?**

   To Provide Leadership for newer committee members, and fuction as the Committee Co-Chair

3. **In your opinion, what policies/programs/assets of Colleyville are working well?**

   Support of the performing arts has really kicked into gear. The concerts in the plaza are wonderful. Special events such as the Collectible Car Show and the 4th of July Fireworks make us all proud to live here. Colleyville Blvd. has realized its potential, the street lighting and landscape projects have been well received and make the city beautiful.
4. **What are some issues in Colleyville which may require change?**
   There are no issues here that I'm concerned with.

5. **If you could influence the City in just one way, what would that be?**
   Continue supporting the performing arts..... bring the Ft Worth Symphony back, establish a community theatre complex for citizen particicpation and enjoyment.

6. **Please share your vision for the City of Colleyville.**

   A beautiful, and safe place to live with many ammenities including great resturants and merchants.

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**For Office Use**

Date Received: 2/8/22 Recorded/Printed: Acknowledged By: AL

# Application for Appointment

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1. COLLEYVILLE CENTER ADVISORY COMMITTEE
2. 
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☐ Mrs. ☑ Mr. Alex Thomas

Address: 3201 Carisbrooke Ct

Phone: 904-703-9008 E-mail Address: atpost@gmail.com

How long have you been a Colleyville resident? 6 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 graduated with a Bachelor Science(BS), Doctor of Medicine(MD) and Master in Healthcare Administration (MHA/MBA). I'm active with various GCISD committees, active in Boy Scout Troop 1905 at Compass Church, Volunteer at Compass Church Grace Food Drive, Meal Marathon, and various community 5K

2. **What do you perceive your role will be in serving on a board, commission, or committee?**

   I would like to contribute to the great vision and direction of the Mayor and the members of the City Council in moving Colleyville forward. I would like to preserve the small town feel the Mayor and City Council are

3. **In your opinion, what policies/programs/assets of Colleyville are working well?**

   City of Colleyville has so many great programs for kids, adults and elderly. Breakfast with Santa, Colleyville Farmers Market, Stars and Guitars Concert, and Fort Worth Symphony Orchestra Community Concert are some of the great bonuses residents of Colleyville get to enjoy. Colleyville also has great parks which are well maintained. City services from Public Works, Fire Figthers, and Police Department are always

4. **What are some issues in Colleyville which may require change?**

   Many residents don't always know about the great services and activities the city offers. It would be great to get residents more involved so that they can enjoy the various activities the city offers.

5. **If you could influence the City in just one way, what would that be?**

   I would like to see more residents participate in the various city activities, programs, and social events.

6. **Please share your vision for the City of Colleyville.**

   We have a great city and that offers so much. We have city leaders and employees that move us forward, but consider each decision to see if they are preserving our past as well as our small town feel. I believe having engaged residents is part of what builds and preserves great communities like Colleyville.

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**For Office Use**

Date Received: Recorded/Printed: Acknowledged By:

**Rev. 11/2021**

**RESOLUTION R-22-4709**

**A RESOLUTION APPOINTING MEMBERS TO THE COLLEYVILLE CENTER ADVSIORY COMMITTEE**

**WHEREAS**, the Colleyville Center Advisory Committee has four at-large positions whose terms expire March 2022.

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

Sec. 1. THAT the City Council hereby appoints the following persons to the Colleyville Center Advisory Committee with a term expiring March 2024:

- 
- 
- 
- 

**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF ___ AYES, ___ NAYS ON THIS THE 22ND DAY OF MARCH 2022.

| | | | |
|---|---|---|---|
| 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** 8e **Agenda Date** 3/22/2022 **Number** Resolution R-22-4710
**Type** Resolution
**Department** City Secretary

## Title
Appointing members to the Parks and Recreation Advisory Board

## Strategic Plan
1.2 Develop future community leaders

## Explanation
***Reading and Public Hearing***

There are four place positions on the Parks and Recreation Advisory Board with terms expiring March 2022 and one vacant place with an unexpired term of March 2023.

Place 1 - VACANT
Place 2 - Cliff LeBlanc
Place 4 - Dustan Goodell
Place 6 - James Linn
Place 8 - Dan Witte

The applicants are listed below and applications are attached.

Jerome Davis
Dustan Goodell
James Linn
Victoria Ochoa
James Poettcker

This resolution provides for City Council to consider appointments to the Parks and Recreation Advisory Board.

## Financial Impact
There is no financial impact to the City.

## Recommendation
Approve

**Attachments**

1. Parks and Recreation Advisory Board Roster
2. Parks and Recreation Advisory Board Applications for Appointment
3. Resolution R-22-4710

# PARKS AND RECREATION ADVISORY BOARD

**PLACE 1 - CHAIR**
**VACANT**
TERM: March 2021 – March 2023

**PLACE 2**
**Cliff LeBlanc**
6013 Volterra Court
Colleyville, TX 76034
(817) 800-6383
cliff@leblanc.net
TERM: March 2020 – March 2022

**PLACE 3**
**John Hillebrand**
7804 Tillman Hill Court
Colleyville, TX 76034
H: (817) 798-0112
hille@sbcglobal.net
TERM: March 2021 – March 2023

**PLACE 4**
**Dustan Goodell**
3701 Laurens Place
Colleyville, TX 76034
H: (214) 796-6827
dgoodell@associaonline.com
TERM: March 2020 – March 2022

**PLACE 5**
**Amy Ackermann**
1905 Camden Ct
Colleyville, TX 76034
H: (817) 600-8838
AmyATX99@gmail.com
TERM: March 2021 – March 2023

**PLACE 6**
**James Linn**
7001 Westcoat Drive
Colleyville, TX 76034
(817) 229-0147
jimlinn@sbcglobal.net
TERM: March 2020– March 2022

**PLACE 7**
**Eric Presson**
3717 Mouton Avenue
Colleyville, TX 76034
H: (817) 733-3121
ewpresson@protonmail.com
TERM: March 2021 – March 2023

**PLACE 8**
**Dan Witte**
55 Main Street, Suite 340
Colleyville, TX 76034
(817) 371-4022
danwitte@sbcglobal.net
TERM: March 2020 – March 2022

**CITY COUNCIL LIAISON**
**Callie Rigney**
7308 Hix Court
Colleyville, TX 76034
H: (682) 651-5495
crigney@colleyville.com

**CITY COUNCIL LIAISON**
**Kathy Wheat**
206 Colden Court
Colleyville, TX 76034
H: (817) 382-8178
kwheat@colleyville.com

**Updated 3/4/2022**

**YOUTH SPORT ASSOCIATIONS LIAISONS**

**Colleyville Baseball Association**
**Jon Holzapfel**
cvbbpresident@gmail.com

**Colleyville Soccer Association**
**Patrick Dunagan**
president@ColleyvilleSoccer.net

**Colleyville Softball Association**
**Jason Aguilera**
jasonagu2@hotmail.com

**Updated 3/4/2022**

# 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)**

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2. CLICK HERE TO MAKE SELECTION Parks and Recreation Advisory Board
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☐ Mrs. ☑ Mr. Jerome Davis

Address: 1704 Avalon Colleyville, TX 76034

Phone: 817-266-1480 E-mail Address: davisjerome15@yahoo.com

How long have you been a Colleyville resident? 49 years

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1. **City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**
   Past president of Libary Board, current member of Library Foundation Board, past member of Planning and Zoning Commission, past member of Colleyville Beautification Committee, past president of Colleyville Lions Club, past president of Northeast Tarrant Lions Club, past member of Colleyville Chamber of
2. **What do you perceive your role will be in serving on a board, commission, or committee?**
   To make any talents I might have available to make the oommittee better.

3. **In your opinion, what policies/programs/assets of Colleyville are working well?**
   City Council, City Manager's office, Finance Department, Parks,Streets, Water, Police and FIre. It's all working well together.

4. **What are some issues in Colleyville which may require change?**
   Better enforcement of speed limits on major streets, and parking requirements on the street that could present obstacles for fire access to neighborhoods.

5. **If you could influence the City in just one way, what would that be?**
   I would like to see a better connection of the various businesss communities in the city. There's a need to close the division between the two areas.

6. **Please share your vision for the City of Colleyville.**
   I'd like to see Colleyville expand the City Center so the city could attract conventions and larger business meetings. This would support development of hotels and additional businesses, and perhaps make Colleyville more of a destinatioin city.

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**For Office Use**

Date Received: 01/25/22 Recorded/Printed: Acknowledged By: AL

**Rev. 11/2021**

# 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. PARKS AND RECREATION ADVISORY BOARD
2. CLICK HERE TO MAKE SELECTION
3. CLICK HERE TO MAKE SELECTION

Name: ☐ Ms. ☐ Mrs. ☑ Mr. Dustan Goodell

Address: 3701 Laurens Place, Colleyville, Texas 76034

Phone: 214 796 6827 E-mail Address: dgoodell@associaonline.com

How long have you been a Colleyville resident? 16 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 have served on the Colleyville Parks and Recreation Board since October of 2022 and previously served on the City of Bedford Parks and Recreation Board. I have been in the HOA management industry for 27 years and have proficiency in Board, Committee and Project management.

**2. What do you perceive your role will be in serving on a board, commission, or committee?**

I believe our role is to continue to strategically plan for future development of the City of Colleyville and provide lifestyle and amenities in keeping with our Residents' expectations. To work with fellow Board members to perpetuate Colleyville as one of the finest communities in the Metroplex.

**3. In your opinion, what policies/programs/assets of Colleyville are working well?**

Colleyville continues to provide a strong sense of "community", as well as involved governmental support, ongoing share of information to its residents and continued physical upgrades to roads, parks and activity centers.

**4. What are some issues in Colleyville which may require change?**

I would defer to political leadership regarding this question.....

**5. If you could influence the City in just one way, what would that be?**

Continued strong Police presence/response and, (sorry for a second one) taxation evaluations...

**6. Please share your vision for the City of Colleyville.**

Colleyville, was, is, and will continue to be a sought after residential destination for all demographics.....great schools.....clean public areas (streets, parks, etc) and a variety of retail and commercial venues that, combined with superior housing options, is our continued goal for Colleyville.

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**For Office Use**

Date Received: 1/25/22 Recorded/Printed: Acknowledged By: AL

# Application for Appointment Boards, Commissions, and Committees

*Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130. Download the financial disclosure form here.*

**Board, Commission, or Committee Preference: (only those with current openings)**

1. Parks Committee
2. Library Committee
3. _____

Name: __ Ms. __ Mrs. (Mr.) James A. Linn

Address: 7001 Westcoat Dr

Home Phone: 817-229-0147 Work Phone: -0-

E-mail Address: jimlinn@sbcglobal.net Fax: -0-

X I understand I will be required to comply with the Texas Open Meetings Act training.
X I understand I must bring my own device to meetings to view packet information.
X By providing an e-mail address, I consent to the release of my e-mail address by the City.
X Additional materials attached.

**City service and experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**

Precinct Chair #333, 3 terms in late 80's, early 90's

1. **What do you perceive your role will be in serving on a board, commission, or committee?**

contribute citizen input for benefit of Colleyville

2. **In your opinion, what policies/programs/assets of Colleyville are working well?**

Almost all phases of government

3. **What are some issues in Colleyville that may require change?**

?

4. **If you could influence the City in just one way, what would that be?**

To continue the directions that our able leadership have put us, as a city, on.

5. **Please share with us your vision for the City of Colleyville.**

To continue growth and development while spending money and using resources wisely

Signature: James A. Linn III Date: _____

**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** or ***ashelley@colleyville.com***

# Application for Appointment

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1. PLANNING AND ZONING COMMISSION
2. PARKS AND RECREATION ADVISORY BOARD
3. COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION

Name: [4] Ms. [ ] Mrs. [ ] Mr. Victoria Ochoa

Address: 1713 Rock Dove Circle Colleyville TX 76034

Phone: 817-602-6042 E-mail Address: victoriaraquelochoa@gmail.com

How long have you been a Colleyville resident? <1 year

[4] **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:**
   As an MSc student of Sustainable Urban Development at the University of Oxford (Oxford, United Kingdom) and someone who attended both Heritage Middle School and Colleyville Heritage High School, I would love to lend my skills to my community.
2. **What do you perceive your role will be in serving on a board, commission, or committee?**
   Assisting the Planning and Zoning Commission could entail reviewing permits or assisting the planners of this commission in whichever capacity they find most useful; whether that be reviewing the zoning of Colleyville or helping to make recommendations, I would be willing to help wherever needed.
3. **In your opinion, what policies/programs/assets of Colleyville are working well?**
   Residents of Colleyville seem satisfied by and large with the condition of the city. I benefited from receiving education in GCISD & know that many are attracted to the school district due to its academic excellence. Notable assets include the beauty of Colleyville, both in the natural and built environments. The parks and roads are also very well-maintained.
4. **What are some issues in Colleyville which may require change?**
   Ensuring that we as a city maintain the "country feel" of Colleyville should be examined within the context of our natural environment and its preservation. If development is the only consideration, we will lose our character (namely our "small town" personality) that is integral to our cultural identity in Colleyville.
5. **If you could influence the City in just one way, what would that be?**
   I would create opportunities that connect our more vulnerable populations (i.e. elderly citizens, the handicapped, etc.) with the broader community so as to ensure that no resident of Colleyville is prevented from enjoying the beauty of this city.
6. **Please share your vision for the City of Colleyville.**
   My dream is for Colleyville to continue to be prosperous and for us to appreciate the natural environment that the city boasts. From beautiful deciduous trees to the numerous bird species found in this area, we have much to be proud of and protect.

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**For Office Use**

Date Received: 12/2/21 Recorded/Printed: Acknowledged By: AL

# Victoria Raquel Ochoa

1713 Rock Dove Circle, Colleyville, Texas 76034 | 817-602-6042 | victoriaraquelochoa@gmail.com

## EDUCATION

**MSc University of Oxford,** Sustainable Urban Development, Oxford, UK, Expected Graduation 2023
**BA Smith College,** Massachusetts, USA, Graduated January 2020 in Environmental Science and Policy and Portuguese-Brazilian Studies
**Undergraduate GPA:** 3.86

## EXPERIENCE

**Marketing Assistant, AB FinWright LLP.** (March 2021 - October 2021)*:* Created a comprehensive branding strategy alongside visual aids for improving the website design and social media accounts; performed a SWOT of the firm's website and social media; presented ideas to the managing partners using PowerPoint and Word; routinely met with team members for collaboration.

**Sustainable Solutions Capstone, *Climate Migration: A Changing Landscape in the Northern Hilltowns?*** (2019): This group project centered on climate migration in four local towns in collaboration with the Pioneer Valley Planning Commission (PVPC). It included analyzing zoning bylaws and presenting the findings and recommendations to aid the towns in winning grants for climate adaptation.

**Introduction to Geographic Information Systems, *Mapping Climate Change Vulnerability and Resiliency in the Pioneer Valley*** (2019): Worked with the PVPC to increase accessibility of information to townspeople, thus supporting the grant application process that they were undergoing. This online StoryMap displayed and gave context to the risks that climate change poses to the Pioneer Valley as well as the preparations that towns in the Valley had taken to increase climate resilience.

**Interpreting and Communicating Environmental Information** (2019): Environmental communication for broad and varied audiences. Involved use of Twitter to create informative yet accessible threads about relevant environmental and social issues. Created a podcast about Smith's LMP (Landscape Master Plan).

**Executive Assistant, No Fossil Fuel LLC, Clean Power Inc.,** Kingston, MA (August 2018 – May 2019): Researched purchasers of energy projects, such as wind and solar farms both international and domestic. Attended to miscellaneous administrative tasks and provided support to the founder/president.

**Student Outreach for Divest Smith College** (September 2015 – December 2018): Researched, organized and presented to the Board of Trustees the financial, environmental, and social case for fossil fuel divestment and participated in a campaign for campus-wide awareness of divestment. As part of the Student Outreach team, I used social media to engage students, faculty, and miscellaneous supporters of Divest. Additional responsibilities included organizing a luncheon for faculty.

**Researching Environmental Problems, *Updating Smith College's Landscape Master Plan in the Context of Climate Change*** (2017): After analyzing Smith's LMP, our group concluded that liminal areas on campus should be used to sustain the native ecosystem by opting for green space in lieu of lawns. Presented our findings at a conference hosted by the American Association of Geographers.

## PRIZES AND GRANTS

**Florence Augusta Merriam Bailey Prize**, awarded by Smith College *2020*
This prize recognized the work my team produced as part of the Sustainable Solutions Capstone. Our research on climate migration contributed to the climate resilience plans of four different rural towns.

**Finalist for Davis Foundation Projects for Peace Grant** *2020*
A proposal developed in collaboration with community stakeholders to establish an urban farm in a low-income neighborhood in Rio de Janeiro. Recognized as the runner-up proposal.

**International Experience Grant**, awarded by Smith College *2019*
Traveled to Rio de Janeiro as part of a special studies on urban farming in Brazil.

# Application for Appointment

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1. Planning and Zoning Commission
2. Capital Improvement Advisory Committee
3. Parks and Recreation Advisory Board

Name: ☐ Ms. ☐ Mrs. ☑ Mr. James Poettcker

Address: 4611 Cresthaven Dr

Phone: 8173139344 E-mail Address: jpoett@sbcglobal.net

How long have you been a Colleyville resident? 32 yrs

☑ **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:**
   General Surgery, retired.My first degree was Chemical Engineering.Having been on or the chairman of every hospital committee at all the Midcities hospitals I have plenty of experience dealing with difficult situations.

2. **What do you perceive your role will be in serving on a board, commission, or committee?**
   Figure out what is best for the citizens of Colleyville and work toward that goal.

3. **In your opinion, what policies/programs/assets of Colleyville are working well?**
   Colleyville has been a great place to live for the past 3 decades, close enough to Dallas and Fort Worth, but not too close. Affluent, but not too affluent.

4. **What are some issues in Colleyville which may require change?**
   We need to keep any bad influences out of the schools.

5. **If you could influence the City in just one way, what would that be?**
   The various departments of the city all seem to be running well. I would like to contribute to keep things running smoothly.

6. **Please share your vision for the City of Colleyville.**
   Keep it a great place for my grandson to grow up in.

**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: 01/18/2022 Recorded/Printed: Acknowledged By: AL

**Rev. 11/2021**

**RESOLUTION R-22-4710**

**A RESOLUTION APPOINTING MEMBERS TO THE PARKS AND RECREATION ADVISORY BOARD**

**WHEREAS**, the Parks and Recreation Advisory Board has four place positions whose terms expire March 2022, and one vacant term expiring March 2023.

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

Sec. 1. THAT the City Council hereby appoints the following persons to the Parks and Recreation Advisory Board with a term expiring March 2024:

**Place 1 – –** March 2023 unexpired term
**Place 2 –**
**Place 4 –**
**Place 6 –**
**Place 8 –**

**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF ___ AYES, ___ NAYS ON THIS THE 22ND DAY OF MARCH 2022.

| | | | |
|---|---|---|---|
| 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** 8f **Agenda Date** 3/22/2022 **Number** Resolution R-22-4711
**Type** Resolution
**Department** City Secretary

## Title
Consideration of an appointment to fill a vacancy on the Planning and Zoning Commission

## Strategic Plan
1.2 Develop future community leaders

## Explanation
***Reading and Public Hearing***

Place 5 on the Planning and Zoning Commission is vacant with a term expiring November 2023. Applications for appointment to all City Boards, Commissions, and Committees are accepted year round. The following have filed an application for appointment to the Planning and Zoning Commission and the applications are attached.

Matthew Foust
Eric Holland
Victoria Ochoa
James Poettcker
Robert Scott
Joseph Stout

The proposed resolution provides for City Council to consider appointing a member to the Planning and Zoning Commission, Place 5, with a term expiring November 2023.

## Financial Impact
There is no financial impact to the City.

## Recommendation
Approve

## Attachments
1. 2022 Planning and Zoning Applications
2. Planning and Zoning Commission Roster
3. Resolution R-22-4711

# 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. Matthew Foust

Address: 5601 Oak Top Drive; Colleyville, TX 76034

Phone: 817-944-0877 E-mail Address: matthewjfoust@gmail.com

How long have you been a Colleyville resident? approx. five 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:**
   Legal skill, knowledge, experience, education, and training that provides a strong foundational understanding of applying detailed statutory and rules-based guidelines to specific factual scenarios.

2. **What do you perceive your role will be in serving on a board, commission, or committee?**
   In the context of P&Z, ensuring Colleyville's quality growth and development by consistently and fairly applying the City's various rules, regulations, and requirements. Additionally, working collabaratively with citizens, developers, and other stakeholders to facilitate innovative solutions for the City.

3. **In your opinion, what policies/programs/assets of Colleyville are working well?**
   First and foremost, its thougtful, conservative approach to fiscal responsibility. Generally, the City approaches issues with a longterm time-horizon in mind, meaning that the focus is on developing high-caliber, sustainable solutions. Specifically, P&Z does an admirable job of working toward consistency while remaining empathetic to circumstances that are simply beyond the applicant's reasonable control.

4. **What are some issues in Colleyville which may require change?**
   The evolution of e-commerce (think Amazon) and COVID-induced changes (think work-from-home) have created uncharted territory for cities. However, these changes are an opportunity for Colleyville, rather than a threat: utilizing new approaches to create growth that is consistent with these changing dynamics.

5. **If you could influence the City in just one way, what would that be?**
   Unfortunately, our world is a polarized place, and our City isn't immune. I would want to influence the City by showing respect, demonstrating courtesy, and extending grace toward other individuals regardless of our philosophical, political, or other differences.

6. **Please share your vision for the City of Colleyville.**
   A community that continually creates a higher standard-of-living for its citizens; that develops constructive partnerships with its local businesses; and that works toward progress while not forgetting the traditional notions of respect and decency.

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**For Office Use**

Date Received: 1/19/22 Recorded/Printed: Acknowledged By: AL

**Rev. 11/2021**

# Application for Appointment

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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

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**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 structure.

**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 beneficial to the community and fair to the appellant in light of the statutory standards in place.

**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 application by the schools.

**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 softball available for the kids that are capable of playing it.

**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 greater spending and hiring. We have seen multiple times throughout our nation's history that a lowering of the tax rates often leads to increases in taxes received. This is already a fantastic place to live, and utilizing increased revenues to expand upon community activities would lead to a greater sense of community and pride in where we live. I also see a continuation or an increase in transparency with regards to city funds and the expenditures to which they are assigned.

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**For Office Use**

Date Received: 10/6/21 Recorded/Printed: Acknowledged By: AL

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2. PARKS AND RECREATION ADVISORY BOARD
3. COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION

Name: ☒ Ms. ☐ Mrs. ☐ Mr. Victoria Ochoa

Address: 1713 Rock Dove Circle Colleyville TX 76034

Phone: 817-602-6042 E-mail Address: victoriaraquelochoa@gmail.com

How long have you been a Colleyville resident? <1 year

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1. **City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**
   As an MSc student of Sustainable Urban Development at the University of Oxford (Oxford, United Kingdom) and someone who attended both Heritage Middle School and Colleyville Heritage High School, I would love to lend my skills to my community.
2. **What do you perceive your role will be in serving on a board, commission, or committee?**
   Assisting the Planning and Zoning Commission could entail reviewing permits or assisting the planners of this commission in whichever capacity they find most useful; whether that be reviewing the zoning of Colleyville or helping to make recommendations, I would be willing to help wherever needed.
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**Rev. 11/2021**

# Victoria Raquel Ochoa

1713 Rock Dove Circle, Colleyville, Texas 76034 | 817-602-6042 | victoriaraquelochoa@gmail.com

## EDUCATION

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**BA Smith College,** Massachusetts, USA, Graduated January 2020 in Environmental Science and Policy and Portuguese-Brazilian Studies
**Undergraduate GPA:** 3.86

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Name: ☐ Ms. ☐ Mrs. ☑ Mr. James Poettcker

Address: 4611 Cresthaven Dr

Phone: 8173139344 E-mail Address: jpoett@sbcglobal.net

How long have you been a Colleyville resident? 32 yrs

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1. **City service/experience, civic organizations, knowledge, experience, or education applicable to Board, Commission, or Committee function:**
   General Surgery, retired.My first degree was Chemical Engineering.Having been on or the chairman of every hospital committee at all the Midcities hospitals I have plenty of experience dealing with difficult situations.

2. **What do you perceive your role will be in serving on a board, commission, or committee?**
   Figure out what is best for the citizens of Colleyville and work toward that goal.

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6. **Please share your vision for the City of Colleyville.**
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**For Office Use**

Date Received: 01/18/2022 Recorded/Printed: Acknowledged By: AL

# 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?**
   Transparancy 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:

**Rev. 11/2020**

# 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.
3.

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? 6 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:**
   President, Kingswood Estates HOA, Colleyville (current); Bedford, TX, Street Improvement/Economic Development Corp member, 1 year; Big Thought educational support organization, Executive Board member, Dallas, 5 years; Fort Worth Chapter Public Relations Socity of America, past Board member; Junior Achievement Fort Worth, past Board member; Fort Worth Local Emergency Planning Committee, Lockheed Martin representative; 5 years as bipartisan Lockheed Martin Employees Political Action Committee (PAC) membership ambassador for Grand Prairie and Orlando, Fla. plants; led 40-person department as Director of Communications at Lockheed Martin, 8 years; President, Mid-Cities Community Cats 501c3 animal welfare organization (current). Previous experience covering city government in Hurst for a small daily newspaper for 2 years, attending all City Council meetings and writing numerous stories about zoning and property topics.
2. **What do you perceive your role will be in serving on a board, commission, or committee?**
   Specific to P&Z, it is critical to preserve Colleyville's current standards for residential lot sizes (half-acre or larger) in order to maintain the unique characteristics of our city, while also ensuring that Colleyville remains attractive and welcoming to businesses that will enhance the quality of life and sales tax revenue of our city. On a broader basis, to carry out long-range policies and strategies of the City Council and to offer recommendations to the City Council consistent with those policies. I understand the concept that Board and Commission members serve at the pleasure of the Mayor and Council, and are not put in place to challenge or subvert the policies of the City's elected leaders.
3. **In your opinion, what policies/programs/assets of Colleyville are working well?**
   Colleyville has a unique residential environment and an impressive record of budget management, which includes successfully funding improvements to necessary programs and amenities such as roads, public buildings and parks, for the benefit of our citizens. City leaders have done an outstanding job of ensuring that Colleyville retains its attractive features while also growing and improving its assets, such as the distinguishing "brand" being created along SH-26. I believe these new features will pay off in the future by attracting new residents and business customers to the city, thereby increasing property values and sales tax revenue. Colleyville is truly unique among the cities in Northeast Tarrant County and careful stewardship is needed to maintain and continue these qualities.

4. **What are some issues in Colleyville which may require change?**
The city may need to take special steps to attract complementary, vital, anchor businesses to the downtown area that surrounds the City Hall and Library complex. That area still has untapped potential to become a center for commerce, dining and living that will bring more visitors to spend their dollars in Colleyville. Another potential issue is that we don't know what zoning challenges may arise in the future due to new types of businesses that could emerge and seek to locate here. In the past stores such as CBD shops, massage parlors or vape shops may have sought to open in Colleyville. The City must stick to its long-term plan and core values to make sure business concepts that have yet to emerge will not threaten Colleyville's standards.

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 10 or 20 years in the future. The City has an aging demographic and therefore must keep Colleyville attractive to young professionals who value all that we offer for young, affluent families. This includes high quality neighborhoods, good schools, great parks and recreational facilities, pockets of the city with a rural feel, an excellent public library, exciting programs for entertainment and the performing arts, and many other amenities.

6. **Please share your vision for the City of Colleyville.**
My vision: In 2032 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 parts of the metroplex. Colleyville will be renowned in the metroplex and beyond as a suburban jewel with a fantastic location in the heart of DFW, just miles from an airport that easily connects people to any place they need to travel worldwide.

**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: 2/16/22 Recorded/Printed: Acknowledged By: AL

**Rev. 11/2021**

**JOSEPH W. STOUT**
5505 Janet Lane
Colleyville, TX 76034
C: 817-988-9488; josephstout@yahoo.com

## Qualifications

**Leadership**
Successfully led teams ranging in size from six to more than 40 employees in fast-paced, demanding business environments.

**Strategic Planning**
Served as the director and integrator of Communications planning for all of Lockheed Martin's Aeronautics business, including the F-35, F-22 and F-16 aircraft programs.

**Executive Communications**
Worked as speechwriter and trusted Communications advisor for three Lockheed Martin division Presidents, including the leader who led the contract win for the F-35 Lightning II program.

**Government Affairs/Political**
Hosted plant visits by members of Congress in Texas and Florida. Increased donations to the Lockheed Martin Employees Political Action Committee (PAC) with briefings and videos.

**Community Relations**
Oversaw Lockheed Martin's Community Relations programs in Grand Prairie, Fort Worth and Orlando (Fla.), influencing decisions about philanthropy and volunteerism.

**Media Relations & Crisis Management**
Expert in cultivating positive media relationships at the global, national, regional and local levels. Respected by media contacts for credibility and responsiveness.

## Experience

January 2018 – December 2019: Director of Communications, Tactical & Strike Missiles and Energy, Lockheed Martin Missiles and Fire Control, Grand Prairie and Orlando.

January 2013 – January 2018: Director of Integrated Communications, Lockheed Martin Missiles and Fire Control (MFC), leading nine functional organizations.

April 2001 – December 2012: Director of Communications and Fort Worth Site Lead, Lockheed Martin Aeronautics Company, Fort Worth.

November 1995 – March 2001: Director of Communications, Lockheed Martin Tactical Aircraft Systems.

## Other Experience

Manager of Public Affairs and Sr. Communications Specialist, Lockheed Fort Worth Company/General Dynamics Fort Worth Division.

Reporter, Mid-Cities Daily News.

## Education

- Bachelor of Arts in English and Journalism, Texas A&M University-Commerce.
- Master of Arts in Business Communication, Jones International University.

## Hobbies/Personal Information

- Tennis, fitness and playing guitar.
- Married with two adult children.

###

# PLANNING AND ZONING COMMISSION

**PLACE 1**
**David Groves**
5702 Ponderosa Street
Colleyville, TX 76034
(817) 689-9532
David.groves11@gmail.com
TERM: Nov 2020 – Nov 2022

**PLACE 2**
**Lawrence Williamson**
709 Thomas Street
Colleyville, TX 76034
(817) 791-4730
Lawrence.S.Williamson@gmail.com
TERM: Nov 2020 – Nov 2022

**PLACE 3**
**Sayeda Syed**
6705 Sapphire Circle North
Colleyville, TX 76034
(817) 913-0474
sbilqees@gmail.com
TERM: Nov 2020 - Nov 2022

**PLACE 4**
**Tim Raine**
3104 Queensbury Way Court
Colleyville, TX 76034
(817) 360-6119
Timraine25@gmail.com
TERM: Nov 2020 - Nov 2022

**PLACE 5**
**VACANT**
TERM: Nov 2021 – Nov 2023

**PLACE 6**
**Claudia Bevill**
119 Cheek-Sparger Road
Colleyville, TX 76034
H: (817) 849-1360
ckbevill@hotmail.com
TERM: Nov 2021 – Nov 2023

**PLACE 7**
**George Bond**
3104 St. Albans Circle
Colleyville, TX 76034
H: (817) 313-2222
gbond@glbconsultingtx.com
TERM: Nov 2021 – Nov 2023

**CITY COUNCIL LIAISON**
**George Dodson**
7309 Balmoral Drive
Colleyville, TX 76034
H: (817) 937-3198
gdodson@colleyville.com

**CITY COUNCIL LIAISON**
**Chuck Kelley**
705 Hillside Drive
Colleyville, TX 76034
H: (817) 235-7883
ckelley@colleyville.com

Updated 11/18/2021

**RESOLUTION R-22-4711**

**A RESOLUTION APPOINTING A MEMBER TO THE PLANNING AND ZONING COMMISSION**

**WHEREAS**, Place 5 on the Planning and Zoning Commission is vacant with a term expiring November 2023.

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

Sec. 1. THAT the City Council hereby appoints the following to the Planning and Zoning Commission with a term expiring November 2023:

**Place 5 –**

**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF ___ AYES, ___ NAYS ON THIS THE 22ND DAY OF MARCH 2022.

| | | | |
|---|---|---|---|
| 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** 10
**Agenda Date** 3/22/2022
**Type** Report
**Department** City Secretary

## Title

Colleyville Center Advisory Committee Minutes - November 15, 2021

## Attachments

1. Colleyville Center Advisory Committee Minutes - November 15, 2021

**COLLEYVILLE CENTER ADVISORY COMMITTEE**
**FY 2022 – 1st QUARTER MEETING**
**November 15, 2021**
**MINUTES**

**Present:** Jerome Davis, Judith Goodwin, Jeremy Tallo, Fred Mills, Paul Vigiletti, Julie George, Alex Thomas, Darla Dennison, Center Manager Leslie Hill, Center Event Specialist Kristi Isbell

**Absent:** Louis Miller, Athena Wiginton,

1. **The meeting was called to order at 5:30 p.m.** by Kristi Isbell (due to absence of Chair and Vice-Chair.
2. **The minutes were approved as written for Q4 2021 (August 16, 2021).**
   a. Julie George motioned for approval of August 16, 2021 minutes.
   b. Motion seconded by Darla Dennison with no dissension.
3. **Regular Agenda Items**
   a. Election of Chair and Vice-Chair:

      Staff and Committee shared tribute in honor of the 20 year service of Chair Mark Johnson. Due to the vacancy of his position, an election of chair and vice-chair was held by ballot with Jeremy Tallo as Chair and Fred Mills as Vice-Chair. Darla Dennison motioned to approve the chair elections and Paul Vigiletti seconded with no dissension.

   b. FY21 Review:

      Staff provided information and a presentation on the Center's performance for FY21, including a cost recovery of 76%, an increase from FY20. Staff reviewed each revenue segment (business, resident, non-profit) and highlighted the overall increase of 26%. Fred Mills questioned the reason for resident use to be low compared to overall use. Staff explained that resident population is smaller percentage compared to broader base of clients. Staff also explained that true business segment has been slowest to return and sited various reasons (virtual training, marketing and political perspectives, etc). Jeremy Tallo suggested reaching out to previous business clients with photos and reminder of spacing available within Center.

      Staff provided an update on operations including the receipt of 300 new chairs and two new floor scrubbers; work on new software conversion and venue comparison / analysis; installation of holiday lighting; and, flexing staff schedules for work efficiencies and labor cost savings.

   c. Discussion of Items for Future Agendas:

      Staff provided additional dates for Colleyville Center Advisory Committee meetings: February 21, 2022, May 16, 2022, August 15, 2022, and November 14, 2022.

4. **The meeting was adjourned at 6:06 p.m.** The next meeting is tentatively scheduled for Monday, February 21, 2022.
   a. Julie George motioned for adjournment.
   b. Motion seconded by Darla Dennison with no dissension.

**RESOLUTION R-22-4712**

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF MARCH 22, 2022**

**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 22ND DAY OF MARCH 2022.

| | | | |
|---|---|---|---|
| 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