



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, MAY 16, 2023

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

CALL TO ORDER

WS-1 Overview of Regional Partnerships with the Police Department

WS-2 Discussion of the May 16, 2023, City Council regular agenda items

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

Section 551.071 - Legal - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code

Section 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities

- Right-of-Way Acquisition - Jackson Road Bridge

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

**REGULAR MEETING
7:00 P.M.
CITY COUNCIL CHAMBERS**

INVOCATION: Pastor Dale Molden, CrossCreek Church

PLEDGE OF ALLEGIANCE: Councilmember George Dodson

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-23-4843

3. OATH OF OFFICE

Scotty Richardson, Councilmember Place 3

Ben Graves, Councilmember Place 4

4. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Announcements of civic and charitable events

Presentation of calendar events and updates

Announcements of awards and recognition

Proclamation in recognition of National Public Works Week, May 21-27, 2023 - Mayor Bobby Lindamood and Public Works Director Amber Beard

Recognition of departing Mayor Pro Tem Kathy Wheat and Councilmember George Dodson

5. RECEPTION FOR OUTGOING AND INCOMING COUNCILMEMBERS PLACE 3 AND PLACE 4

6. ELECTION OF MAYOR PRO TEM

7. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-23-4844

7a Approval of the minutes of the regular City Council meeting of May 2, 2023

7b Approval of a lease and maintenance agreement for multi-function photocopiers with Toshiba, and authorizing the City Manager to execute the agreement

7c Approval of the First Amendment to an Interlocal Agreement with Tarrant County for the rehabilitation of various streets as identified in the agreement and authorizing the City Manager to execute the amendment

7d Approval of an agreement with Weaver and Tidwell, L.L.P. for auditing services for fiscal year ending September 30, 2023, in the amount of \$55,150 for the audit of 2023 financial statements, \$5,400 for the single audit, and \$2,000 for reports related to bond sales, if applicable, and authorizing the City Manager to execute the agreement

8. ITEMS NOT FOR CITY COUNCIL ACTION

8a Monthly Financial Report - April 2023

9. ORDINANCE(S): FIRST READING AND PUBLIC HEARING

9a Ordinance O-23-2240

Amending Ordinance O-21-2181 by amending and restating the local amendments to the 2018 International Fire Code adopted therein

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

10a Ordinance O-23-2239

Consideration of a Special Use Permit for alcoholic beverage sales for on-premises consumption on a portion of Lot 23, Village at Colleyville Condos, located at 62 Main Street, Suite 100, Case ZC23-007

11. CITIZEN COMMENTS**12. REPORTS**

Planning and Zoning Commission Minutes - April 10, 2023

Planning and Zoning Commission Worksession Minutes - April 24, 2023

13. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, MAY 16, 2023 - READING AND PUBLIC HEARING - RESOLUTION R-23-4845

14. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, May 12, 2023* 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 BRIEFING

Agenda Number WS-1

Agenda Date 5/16/2023

Type Worksession

Department Police

Title

Overview of Regional Partnerships with the Police Department

Explanation

Police Chief Michael Miller will give a presentation on the department's regional partnerships.

Attachments

1. Police Department Regional Partnerships Presentation

Colleyville Police Department Regional Partnerships

Chief Michael C. Miller
Colleyville Police Department
May 16, 2023

CPD Regional Partnerships



Starting in 2010, the City of Colleyville established several strategic partnerships to regionalize the delivery of certain public safety services to improve the efficiency and effectiveness of these key services to all partner communities.

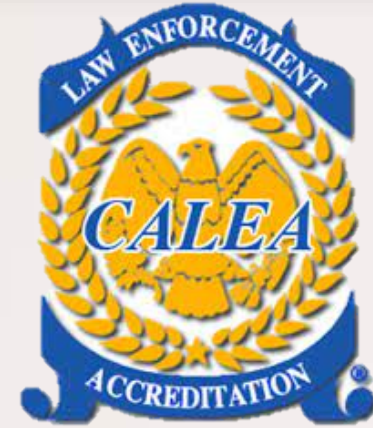
- The first services to be consolidated were **dispatch** and **jail operations** between the cities of Colleyville, Keller, and Southlake in October of 2010. This was renewed on 10/1/21 for another 5 years.
- **North Tarrant Regional SWAT** team established through Interlocal around the same timeframe.
- **Animal Control Services** were consolidated in 2012.

Jail and Dispatch/Communications



- Keller provides all Jail Services and Public Safety Dispatch Services for Fire, Police, and EMS for Colleyville, Southlake, and Keller.
 - This includes providing all necessary detention officers, dispatchers/call takers, supervisors, equipment, and facilities.
- Keller bills Colleyville quarterly based on our share of resources used for each service:
 - Jail Service costs are based on prisoner counts from previous year attributed to Colleyville (Currently 25.65%).
 - Dispatch Service costs are based on a three year average of 911 calls, police/fire/EMS calls dispatched and initiated attributed to Colleyville (Currently 24.21%).

Jail and Dispatch/Communications



Jail / Dispatch Details for FY22/23



- Jail Services Budget for FY22/FY23
 - Includes 9 FTEs (detention officers), operations, capital, and maintenance costs.
 - Keller's total annual jail services budget - \$822,204
 - Colleyville's share (25.65% of Above) - **\$210,872**
- Dispatch Services Budget for FY22/FY23
 - Includes 22 FTEs (dispatchers, supervisors), operations, building capital, and maintenance costs.
 - Keller's total annual dispatch services budget - \$2,567,155
 - Colleyville's share (24.21% of Above) - **\$621,384**
- General and Admin Charges for FY22/FY23
 - Police Admin, HR, and IT
 - Colleyville's share - **\$49,012**

North Tarrant Regional SWAT Team



- The North Tarrant Regional SWAT Team is responsible for responding to, assessing, and resolving critical incidents such as:
 - High risk warrants
 - Barricaded persons
 - Active shooters
 - Hostage situations
 - Crowd control
 - Dignitary protection
- Team is currently made up of Colleyville, Keller, Southlake, Roanoke and Trophy Club personnel.
- Training and personal equipment provided by each agency.
- Large equipment costs and maintenance is shared by all.

North Tarrant Regional SWAT Team



Animal Control Services and Adoption Center



- Keller provides all Animal Control Services and Regional Animal Adoption Center for Colleyville, Southlake, Westlake, Roanoke, and Keller.
- Regional Animal Control Services and Animal Adoption Center Budget for FY22/FY23
 - Includes four FTEs, vehicle expenses, building maintenance, operations, capital, and maintenance costs.
 - Keller's total annual animal control services budget - \$496,728
 - Colleyville's share (18.28% of Above) - **\$90,781**

Animal Control Services and Adoption Center



Other Regional Partnerships



- **NETCO** – Euless, Bedford, Southlake, Keller, Grapevine, and Colleyville
- **North Texas Internet Crimes Against Children (ICAC) Task Force**
– Dallas PD, FBI
- **Child Abduction Response Team (CART)** – FBI
- **Alliance for Children** – Tarrant County
- **North Texas Trafficking Task Force** – Homeland Security Investigations (HSI)
- **North Texas Cyber Fraud Task Force** – US Secret Service
- **Combined Reconstruction & Accident Specialists (C.R.A.S.H. Unit)**
– Bedford, Euless, Hurst, Coppell, Grapevine, Colleyville

Questions and Discussion?



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 5/16/2023

Type Worksession

Department City Secretary

Title

Discussion of the May 16, 2023, City Council regular agenda items

Explanation

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 5/16/2023

Type Executive Session

Department City Secretary

Title

Section 551.071 - Legal - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code

Section 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities

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Attachments

RESOLUTION R-23-4843

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF MAY 16, 2023**

WHEREAS, following discussion in Executive Session, and in full accordance with the requirements of the Open Meetings Act, the City Council determines that the following action is in the best interests of the health, safety, and welfare of the public.

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

Sec. 1. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 16TH DAY OF MAY 2023.

Mayor Bobby Lindamood
Brandi Elder, Place 1
George Dodson, Place 4
Callie Rigney, Place 6

_____	Mayor Pro Tem Kathy Wheat	_____
_____	George Bond, Place 2	_____
_____	Chuck Kelley, Place 5	_____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 3	Agenda Date 5/16/2023
Type Oath of Office	
Department City Secretary	

Title
Scotty Richardson, Councilmember Place 3
Ben Graves, Councilmember Place 4

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4

Agenda Date 5/16/2023

Type Announcements, Proclamations, and Presentations

Department Public Works

Title

Proclamation in recognition of National Public Works Week, May 21-27, 2023 - Mayor Bobby Lindamood and Public Works Director Amber Beard

Recognition of departing Mayor Pro Tem Kathy Wheat and Councilmember George Dodson

Attachments

RESOLUTION R-23-4844

**APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT
THE REGULAR CITY COUNCIL MEETING OF MAY 16, 2023**

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 May 2, 2023
 - b. Approval of a lease and maintenance agreement for multi-function photocopiers with Toshiba, and authorizing the City Manager to execute the agreement
 - c. Approval of the First Amendment to an Interlocal Agreement with Tarrant County for the rehabilitation of various streets as identified in the agreement and authorizing the City Manager to execute the amendment
 - d. Approval of an agreement with Weaver and Tidwell, L.L.P. for auditing services for fiscal year ending September 30, 2023, in the amount of \$55,150 for the audit of 2023 financial statements, \$5,400 for the single audit, and \$2,000 for reports related to bond sales, if applicable, and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 16TH DAY OF MAY 2023.

Mayor Bobby Lindamood
Brandi Elder, Place 1
Scotty Richardson, Place 3
Chuck Kelley, Place 5

_____ George Bond, Place 2
Ben Graves, Place 4
Callie Rigney, Place 6

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor



CITY OF COLLEYVILLE CITY COUNCIL MINUTES

100 Main Street, Colleyville, Texas, 76034

Tuesday, May 2, 2023

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, May 2, 2023, at 5:33 p.m.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Kathy Wheat, and Councilmembers Brandi Elder, George Bond, George Dodson, Chuck Kelley, and Callie Rigney.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Community Development Director Ben Bryner, Public Works Director Amber Beard, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Update on Baylor Scott and White Hospital

Mr. Naman Mahajan, Baylor Scott and White-Grapevine President, gave an overview of the services at Baylor Scott and White, the statistics for each measure, and the impact Baylor has on the community. Mr. Mahajan reviewed the core values, comprehensive services, and awards.

The City Council thanked Mr. Mahajan for the presentation and noted Colleyville appreciates the relationship between both entities.

WS-2 Discussion of Wayfinding Signage

Assistant City Manager Adrienne Lothery noted David Newman, MESA, was present to answer questions if necessary. Manager Lothery highlighted the first phase of the implementation plan of replacing four City generated way finding signs and replacing them with the new signage in four locations along Colleyville Boulevard at an estimated cost of \$47,000.

Manager Lothery discussed the digital signage along Colleyville Boulevard which would need to be vertical instead of horizontal due to a conflict with the sign size, right-of-way, and sidewalk location. The digital sign cost is estimated at approximately \$41,000.

There was general discussion of the locations and the digital sign. City Council directed staff to move forward with going out to bid on the signage.

WS-3 Discussion of the May 2, 2023, City Council regular agenda items

There was no discussion.

Mayor Lindamood adjourned the Worksession at 6:00 p.m. and called the Executive Session to order at 6:01 p.m.

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

Section 551.071 - Legal - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code

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There was no action taken and Mayor Lindamood adjourned the Executive Session at 6:48 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:01 p.m. and called the roll.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Kathy Wheat, and Councilmembers Brandi Elder, George Bond, George Dodson, Chuck Kelley, and Callie Rigney.

INVOCATION: Pastor Mike Dawson, First United Methodist

PLEDGE OF ALLEGIANCE: Councilmember Dodson

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-23-4839

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 Lindamood and the City Council made announcements regarding City and community events.

**Government Finance Officers Association Distinguished Budget
Presentation Award to the City of Colleyville - Mayor Bobby Lindamood
and Finance Director Kyle Lester**

Mayor Lindamood asked Finance Director Kyle Lester to join him as he explained the Government Finance Officers Association of the United States and Canada (GFOA) has awarded the City the Distinguished Budget Presentation Award for the Fiscal Year 2022 budget, making this the 29th year the City has been recognized with this honor. Mayor Lindamood stated the award is "a testament to the City's commitment to producing annual reports that evidence the spirit of full disclosure and transparency. He and the City Council thanked Director Lester and his staff for the exceptional work.

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-23-4840

4a Approval of the minutes of the regular City Council meeting of April 18, 2023

Mayor Lindamood read Resolution R-23-4840 in its entirety.

The public hearing was opened and closed without anyone speaking.

**Councilmember Dodson made a motion to approve Resolution R-23-4840,
seconded by Mayor Pro Tem Wheat.**

The motion was approved by the following vote:

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

5. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**5a Ordinance O-23-2239**

Consideration of a Special Use Permit for alcoholic beverage sales for on-premises consumption on a portion of Lot 23, Village at Colleyville Condos, located at 62 Main Street, Suite 100, Case ZC23-007

Mayor Lindamood read the caption of Ordinance O-23-2239.

Community Development Director Ben Bryner presented the SUP request for the restaurant La Penela. He noted this restaurant would be the owners first in the United States, as they own restaurants in La Coruna, Madrid, Barcelona, and Paris.

There were no questions; however, the restaurant manager was present.

Mayor Lindamood opened and closed the public hearing without anyone speaking.

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

6. CITIZEN COMMENTS

Kathy Hadley, 204 Timberline Drive North, discussed Glade Road pavement markers, suggested adding greenery in the Glade/Jackson Road roundabout, complimented the Church Street medians, and thanked the Mayor and City Council for recognizing her mother's 100th birthday.

Mayor Lindamood acknowledged Mr. Harold Ledbetter being in the audience.

7. REPORTS

Planning and Zoning Commission Minutes - March 20, 2023

Planning and Zoning Commission Worksession Minutes - March 27, 2023

There was no action taken.

8. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, MAY 2, 2023 - READING AND PUBLIC HEARING - RESOLUTION R-23-4841

This resolution was not needed.

9. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 7:34 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 16TH DAY OF MAY 2023.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 7b

Agenda Date 5/16/2023

Number Resolution R-23-4844

Type Resolution

Department Information Services

Title

Approval of a lease and maintenance agreement for multi-function photocopiers with Toshiba, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

This item seeks approval of an expanded five-year lease, license, and maintenance renewal agreement with Toshiba Business Solutions.

The City of Colleyville currently contracts with Toshiba for 19 photocopiers across three agreements. This renewal focuses on the primary lease containing 17 photocopiers currently set to expire later this June. These copiers currently cost the City \$2120 monthly.

Renewing this lease will provide for the replacement of all 17 copiers as well as adding an additional 18th copier to be placed at the Library. Each new copier will receive increased total printing capacity, pages per minute, and remote support options including enhanced automated reporting alongside semi-automated ink replacement. This expanded functionality and additional copier ends up in a monthly lease cost decrease of \$40, totaling \$2,400 in savings across the five-year lease period.

This change will bring the total number of managed Toshiba copiers in the City to 20. The remaining two copiers on separate agreements may undergo further lease consolidation at the end of their term in 2025 and have a total monthly cost of \$180 and \$136 respectively.

With experience in both owning and leasing copiers, staff recommends leasing this equipment as it is more cost-effective given the high purchase cost and rapid technology changes which cause units to become outdated quickly. The five-year lease term allows for regular change-out of equipment, but is a long enough term to minimize lease costs.

As we were nearing the 12th year of our agreement with Toshiba, staff began exploring options with vendors during the fall of 2022. Numerous proposals were received and reviewed through the spring. Toshiba's prompt customer service, willingness to support currently owned printers and copiers, and aggressive efforts to lower costs continue to provide a great service to the City.

Staff utilizes copier services daily for many projects throughout the City. From the creation of agenda packets, legal documents, scanning to email, or the rare non-eFax need, Toshiba's copiers continue to exceed our needs. Reliability and up time for each copier remains high with prompt on-call support being available during a failure.

The City Attorney has reviewed the attached proposed agreement.

Financial Impact

Funding for this renewal is currently available in the General Fund at 93% and the Utility Fund at 7%. Cost will amount to \$24,960 annually for a total of five years at a cost of \$124,800.00.

Recommendation

Approve

Attachments

1. Toshiba Agreement Presentation
2. Toshiba City of Colleyville Proposal
3. Toshiba Lease with Maintenance Agreement
4. Toshiba Certificate of Liability Insurance
5. Toshiba Form 1295 and Form CIQ

7b – Toshiba Copier Lease



Proposed Agreement provides:

- Annual lease cost of \$24,960 on a per month basis of \$2,080.
- Further consolidates copiers and adds an additional 18th unit.
- Additional expanded remote management and equipment replacement services provided.
- Estimated minimum savings of \$2,400 spanning 5 years.

BRAND	60 Month Lease
Toshiba	\$2080.00
Kyocera	\$2080.00
Novatech Canon	\$2334.00

City of Colleyville



Proposal
1/12/2023

Thomas Aldridge
Major Account Executive
Toshiba Business Solutions

City of Colleyville copier fleet 2023

Location	Brand	Current Equipme	Current Serial Nu	Current I	Propos	New Equipme	Contract End D
100 Main ST - 3rd Floor City Managers	Toshiba	e-STUDIO4515AC	SCNCK30435	TD1336	Toshiba	-	2025
100 Main ST - 3rd Floor City Secretary	Toshiba	e-STUDIO5015ACT	SCNEL60660	TD1868	Toshiba	-	2025
100 MAIN St - Building Inspection	Toshiba	e-STUDIO3515AC	SCNGH32231	TD0694	Toshiba	3025AC	2023
100 Main ST - Copy Room	Toshiba	e-STUDIO5506ACT	SCHF27988	TD0693	Toshiba	5516ACT	2023
100 Main ST 1st Floor - Utility Billing	Toshiba	e-STUDIO3015AC	SCNGH31274	TD0708	Toshiba	3025AC	2023
100 MAIN ST 2nd Floor - HR	Lexmark	Lexmark 2132	S752742946PWD6	TD0702	Brother	MFC-L9570CDW	2023
110 Main ST 1st Floor - Front Library	Toshiba	e-STUDIO3015AC	SCNGH31239	TD0705	Toshiba	3025AC	2023
110 Main ST 1st Floor - Library	Toshiba	e-STUDIO3015AC	SCNGH31211	TD0698	Toshiba	3025AC	2023
110 Main ST 2nd Floor - Library	NEW	NEW	NEW	NEW	Toshiba	2520AC	2023
1601 Hall Johnson RD - Public Works	Toshiba	e-STUDIO3015AC	SCNGH31161	TD0695	Toshiba	3025AC	2023
5109 Bransford RD	Lexmark	Lexmark 2132	752711946TPRW	TD0701	Brother	MFC-L9570CDW	2023
5201 Riverwalk - Criminal Invest.	Toshiba	e-STUDIO3015AC	SCNGH31268	TD0704	Toshiba	3025AC	2023
5201 Riverwalk DR. - Municipal Court	Toshiba	e-STUDIO5506ACT	SCHF27983	TD0709	Toshiba	5516ACT	2023
5201 Riverwalk DR. - Police Admin	Toshiba	e-STUDIO3518A	SCZGH11837	TD0699	Toshiba	3528A	2023
5201 Rivewalk - Admin	Toshiba	e-STUDIO3015AC	SCNGH31229	TD0706	Toshiba	3025AC	2023
5201 Rivewalk - Records	Toshiba	e-STUDIO3015AC	SCNGH31178	TD0697	Toshiba	3025AC	2023
5209 Colleyville BLVD - Fire Admin	Toshiba	e-STUDIO3015AC	SCNGH31266	TD0707	Toshiba	3025AC	2023
5301 Riverwalk Colleyville Center	Lexmark	Lexmark 2132	S752742946PWHK	TD0703	Toshiba	2520AC	2023
5601 Colleyville BLVD	Toshiba	e-STUDIO3515AC	SCNGH32239	TD0696	Toshiba	3025AC	2023
Senior Center (Water Tower)	Toshiba	e-STUDIO2515AC	SCFBG46613	TD0110	Toshiba	2520AC	2023
20 Units							

New Models **Reduction** Monthly Cost :

* 60-month copier lease term for 18 copier units \$ 2485.00 per month; **Reduce \$2305.00 Monthly**

Lease cost includes:

- *Automatic toner replenish

- *Automatic meter collection

- *Property Tax paid

- *Free toner

- *Free Staples

- *4 hr. Response service response time

- *Parts and labor

- *Very low Cost per Copy

 - *B/W .005

 - *Color .039



Hard drive locations for disposal

Location/Shipping Street	Equipment Model
100 MAIN ST 2 ND FLOOR – HR	Lexmark 2132
100 MAIN ST 1 ST Floor – UTILITY BILLING	ESTUDIO3015AC
5201 RIVERWALK – ADMIN	ESTUDIO3015AC
5201 RIVERWALK – RECORDS	ESTUDIO3015AC
5201 RIVERWALK – CRIMINAL INVEST.	ESTUDIO3015AC
5201 RIVERWALK – POLICE ADMIN	ESTUDIO3518A
5201 RIVERWALK – MUNICIPAL COURT	ESTUDIO5506ACT

Patrick, please let me know if you have more locations that need the hard drives removed.

Cost of replacement is \$295.00 per unit

Thank you

What is Toshiba's Managed Print as a Service (MPaaS) Program?

It's **everything**...MPaaS is the art of consolidating a thousand complex parts to just a few simple ones.

Everyone is trying to do more with less, Toshiba's MPaaS has a proven process to partner with your organization to achieve your goals for your print environment.

An **All in One** solution that identifies, reduces, and controls the costs associated with document output.

- **Single Vendor**
- **Strategic Business Reviews**
- **Detailed Reporting**
- **Flexible Agreement Terms**

- Through our assessment process, Toshiba will identify what is working for your organization's print resources and what is not. We create a **unique, all-inclusive solution** tailored to you - keeping *expenses, efficiencies, environmental concerns, and security exposure* at the forefront.
- Of course, the result is what matters most - gaining **clarity** and **control** of your printing and document environment in order to help your organization *cut costs, boost productivity, and streamline workflows*.
- Our engagement doesn't stop there though. We view our **partnership** as an ongoing one. Assessing your current situation, optimizing new processes, and managing your printer fleet is just the start. As your needs change, we will continue to develop new ways to help you improve - assessing, optimizing, and managing these changes time and time again.

The main objective is controlling the cost of putting ink on paper.

HIGHLIGHTS OF TOSHIBA'S MANAGED PRINT AS A SERVICE

- Partnership with Hewlett Packard, Lexmark and Brother
- Customized and Flexible Programs Suited to Each Customer's Needs
- ATR- Automatic Toner Replenishment on Networked Devices
- Dedicated Team to Manage Your Printer Fleet
- **Service – Break/Fix On All Devices**
- **All Inclusive Includes: Toner, Parts, Service & Labor**
- Quarterly Business Reviews



TOSHIBA

Firmware Updates

Running outdated firmware can present opportunities for fraudulent activity. Firmware enhancements incorporate industry-leading security protocols using encrypted firmware. Using the latest firmware is the best way to **prevent problems, enhance security, and keep your printer running smoothly.** Periodic updates improve printer performance, update printer settings, provide fault fixes, and enhance usability.

1. Gives You the Latest Printer Security Features

New security features are essential to equipping your device with the latest technology to combat intrusions and shore up any vulnerabilities with your printer.

2. Addresses Any Features That Might Not Be Performing Correctly

Firmware updates on your printer, just like your phone, can fix technical bugs with your device that help improve performance and keeps the machine's programs running as smoothly as possible.

3. New Productivity Features

Depending on the type of machine you have, firmware updates can add new applications and additional functions that wouldn't be available on previous versions of the machine.

4. Keeps Compatibility with New Operating Systems

Keeping your firmware up to date is your best chance of mitigating the potential risk of incurring problems that could come with incompatible operating systems.

ACCURATE SUPPLY DELIVERY – AUTO TONER REPLENISHMENT

Auto-toner Replenishment (ATR) Is Designed To Streamline The Toner Management Process From Capturing Fleet Data, Through Automation, While Accurately Delivering Toner To Your Users Before It's Needed.

- Just-in-time Delivery Of OEM Toner Cartridges
- Remotely Collected Information - # Of Prints, Toner Levels, is Calculated To Determine the Amount of Remaining Toner and When Toner is Expected To Run Out
- When Toner Levels Reach A Pre-determined Low-threshold Percentage, Toner Is Automatically Shipped To The Designated Location For That Device
- The Prominent Yellow Tag On Each Toner Box Identifies the Device, the Internal Department or Location and the Designated Toner Administrator For That Device, to Ensure Proper Delivery
- The Administrator And Authorized Users Can Also View The Devices And Shipments Via the Encompass View Portal

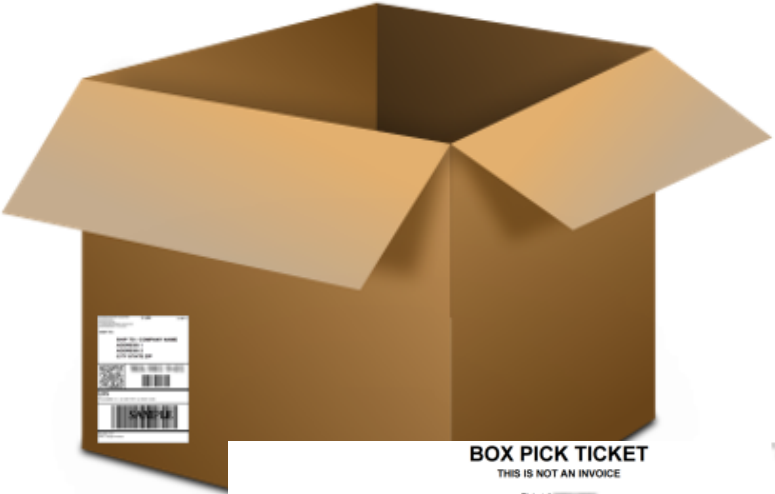


SHIPMENTS

Consolidated Shipments Per Street Address

Supply Routing Label

Yellow Label on Every Cartridge
Make / Model
Serial Number
Asset # – 100 Character Limit
Internal Location – 100 Character Limit



BOX PICK TICKET
THIS IS NOT AN INVOICE

Ticket #

Box # TRACKING NUMBER

Ship To:
SHIP TO / COMPANY NAME
ATTENTION
ADDRESS 1
ADDRESS 2
CITY STATE ZIP
UNITED STATES

Location	Part #	Total	Qty to	Unit	Product Description
		1	1	EA	Model: MODEL NAME Serial: SERIAL NUMBER Asset: ASSET NUMBER Location: INTERNAL LOCATION

MPASS -Cost Analysis

Device Models	MPAAS program	AMV-Color	AMV B/W	Serial #s	OEM /Non OEM	Ink Cost standard
Brother HL-L23600W	Yes				OEM	\$ 39.00
HP Color LaserJet Pro M281fdw	Yes				OEM	\$ 228.00
HP Color Laserjet Pro M452dw	Yes				OEM	\$ 450.00
HP Color Laserjet Pro M454dn	Yes				OEM	\$ 450.00
HP Laserjet 1300	Yes				Non OEM	\$ 80.00
HP LaserJet P1505n	Yes				Non OEM	\$ 68.00
HP Laserjet Pro M404dn	Yes				OEM	\$ 117.00
HP LaserJet Pro M404n	Yes				OEM	\$ 117.00
HP Laserjet Pro MFP M227fdw	Yes				OEM	\$ 73.00
Lexmark XC2132	Yes				Non OEM	\$ 488.00
HP Officejet Pro 8210						
						\$ 2,110.00

Staples -online cost

Total Expenditure for 1 ink cartridge for each printer

\$2,110 per quarter , Annually spend \$ 8440.00

If you purchased 2 ink cartridges for each printer

\$4,220 per quarter , Annually spend \$ 16,880.00

MANAGED PRINT PROPOSAL FOR CITY OF COLLEYVILLE CURRENT PRINTERS

- 10 Printers can be put on Managed Print Services (MPS)

- Brother L2360W
- HP M281fdw
- HP M452dw
- HP M454dn
- HP Laser Jet 1300
- HP P1505n
- HP M404dn
- HP M404n
- HP M227fdw
- Lexmark XC2132

- 1 Printer does not qualify for MPS because it is an INK JET Printer: HP Office Jet Pro 8210

➤ 10 printers on MPS Contract:	60 months payment @ \$252.00	NON-OEM
	60 months payment @ \$347.00	OEM

➤ MPS program provides unlimited toner, parts, break fix service, labor & Firmware Updates

➤ Includes all toner black and color at no additional cost

➤ Includes service contract, parts, labor, break fix on all printers

➤ Toner shipments are sent directly to the end user's location with a yellow supply routing label. Each toner cartridge is labeled, clearly stating the intended recipient.

➤ Business reviews with detailed reporting, optimization recommendations & control of your document output across Printer fleet

THANK YOU FOR YOUR PARTNERSHIP !!



The words you and your, refer to the Customer. The words Lessor, we, us, and our, refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Agreement.

APPLICATION NUMBER

AGREEMENT NUMBER

CUSTOMER CONTACT INFORMATION

Legal Company Name: City of Colleyville Fed. Tax ID#: 75-1159664

Contact Person: Christine Johnson Bill-To Phone: (817) 503-1112 Bill-To Fax:

Billing Address: 100 MAIN ST City, State - Zip: COLLEYVILLE, TX 76034-2916

Equipment Location: City, State - Zip:

TBS LOCATION

Contact Name: Thomas Aldridge Location: Dallas

EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.	STARTING METER

☒ See attached form (Schedule "A") for Additional Equipment ☐ See attached form (Billing Schedule) for Additional Equipment/Payment Schedule

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: 60		of \$ 2,080.00 *		Security Deposit**: \$ 0.00		☐ Received		*plus applicable taxes	
Payments includes:	0	B&W Images per Month	Excess Images at: \$ 0.00472		* per B&W Image		End-of-Lease Options: You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value per section 16. 2. Renew the Agreement per section 17. 3. Return Equipment.		
Payments includes:	0	Color Images per Month	Excess Images at: \$ 0.03900		* per Color Image				
Payments includes:		Scan Images per Month	Excess Images at: \$		* per Scan Image				
Payments includes:		B&W Print Images per Month	Excess Images at: \$		* per B&W Print Image				
Payments includes:		Color Print Images per Month	Excess Images at: \$		* per Color Print Image				
Origination Fee: Up to \$99.00 (included in First Invoice)			Lease payment period is monthly unless otherwise indicated.						
Excess Images billed:			☒ Monthly	☐ Quarterly	☐ Semi-Annually	☐ Annually			

** Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services Signature: Title: Date:

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

Name: Adrienne Lothery Signature: X Title: Assistant City Manager Date:

TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the Equipment and is not party to any service maintenance agreement.
2. **Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
3. **Image Charges:** Each month during the term of this Agreement, you agree to remit to us the Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Payment, you are entitled to produce the Images (set forth on page 1 of this Agreement) included for each applicable image type each month. You also agree to pay us the Excess Image charge (set forth on page 1 of this Agreement) for each metered image that exceeds the applicable Images Included. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the maintenance and supplies portion of the Lease Payment and/or the Excess Image charge each year during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess Image charge in effect at the end of the prior annual period. At our option, you will: (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the Equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with your service provider, you continue to pay us all Payments and Excess Image charges without deductions or withholding deductions. Images made on Equipment marked as "Customer Owned" will be included in determining your image and excess charges.
4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
5. **Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
8. **Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement. If any items are listed with the Equipment and denoted as "Software as a Service" you understand the Payment set forth on page 1 includes the periodic amount you have agreed to pay for the software/subscription services described in your Master Software and Services Agreement and/or your Statement of Services relating to such software/subscription services ("SaaS") with Toshiba America Business Solutions Inc. ("TBS"). Please reference your SaaS for a description of your rights and obligations with respect to such software/subscription services. You acknowledge the SaaS is separate from this Agreement, it shall not affect your obligations under this Agreement in any way, and TBS is solely responsible for the performance obligations related to SaaS.
9. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
10. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
11. **Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates of evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate of evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
12. **Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
13. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
14. **Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
15. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
16. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
17. **Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
18. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
19. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
20. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
21. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
22. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
23. **Transition Billing:** In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.
24. **Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.
25. **Maintenance and Supplies Agreement ("MSA") with TBS:**
 - a) TBS agrees to provide full service maintenance including tuning, developer and parts necessary to produce an image. TBS will provide inspections as required, which may be made in conjunction with regular or emergency service calls. If, upon your request, service is provided at a time other than during TBS's normal business hours, you will be charged at TBS's customary rates. TBS will not be obligated to provide service for repairs made necessary as a result of service by personnel not authorized by TBS or the use of supplies other than those provided by TBS. Separate charges for repairs or parts replacement due to the foregoing shall be borne by you.
 - b) Except as provided below, TBS will replace parts necessary to produce an image, consumables and supply items without charge. You agree to replace any parts, consumables and supply item as a result of carelessness on the part of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty.
 - c) If you are in default under the MSA, TBS has the right to deny performing any service and/or supplying any products.
 - d) Under the MSA, TBS's liability with respect to any property damage or injury (including death) to persons arising out of or connected with service performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
 - e) Title to all supplies furnished hereunder including toner and toner bags remains with TBS until you consume said supplies to the extent they may not be further utilized in the image making process. We may charge you a supply freight fee to cover the cost of shipping supplies. You agree to use the supplies provided at "no charge" on the Equipment. You will not take designated supplies from Equipment to be used in any other Equipment not covered by this Agreement. You must purchase paper and staples separately.
 - f) Stated supply item yields represent 100% of manufacturer stated yields based on standard "letter size" copies with 6% image coverage. At the end of each annual billing period or billing cycle, you will be billed for any toner used in excess of that required based on yields stated above.

AM-2.0.0

Sales Representative: Thomas Aldridge

SALES PACKET NUMBER

DATE

12/23/2022

CUSTOMER INFORMATION

Customer Name: City of Colleyville			Customer Contact: Christine Johnson			
Billing Address: 100 MAIN ST			Phone #: (817) 503-1112		Ext.	Customer PO #:
Suite #:			Meter Contact: Christine Johnson		Meter Phone: (817) 503-1112	
City: COLLEYVILLE	State: TX	Zip: 76034-2916	Meter Email: cjohnson@colleyville.com			

METER COLLECTION CHOICES:

Let your
printers and
copiers do
the reporting
for you.



What is Toshiba's Automated Meter Read Program (AMR)? As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

How much does Toshiba AMR cost me?

Nothing. Ever.

What information does AMR gather?

The automated meter reading system captures all required information for billing purposes; Machine model, Serial number, and usage information.

Is the transmission secure?

Yes. Data is completely secure.

Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:

1 Automated Meter Read (e-Bridge CloudConnect)

Your Toshiba system will be equipped with two-way communication capabilities. TBS will provide updates, system back ups, and meter collection automatically. Equipment MUST be connected to your network.

2 Automated Meter Read (On Site Software)

TBS will provide free AMR software that will automatically pull meter information and input into TBS billing system. Equipment MUST be connected to your network.

3 Meters Online (MOL)

An automatic meter request is sent to the End User directly from the TBS billing system.

End User collects the meter readings and goes to <http://meters.toshiba.com> and enters the meters online manually.

All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.

ELECTRONIC INVOICING CHOICE:

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible:

☒ Yes☐ No

Upon receipt of first TFS Lease invoice, visit www.lesseedirect.com or call 1-800-736-0220 to register.

Please select preferred Electronic Invoice Method (TBS Invoices Only):

Email Attachment Only:



PDF copy of invoice sent to email listed below

Invoice Portal Access:



Link to web portal allowing invoicing viewing and E-Pay option. Email will be sent with link when new invoices generate.

Email Address for invoice notifications: cjohnson@colleyville.com

CUSTOMER ACCEPTANCE:Print Name: Adrienne LotherySignature: Title: Assistant City ManagerDate:

STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

Option B: Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

Base Device Configuration Includes:

1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
2. Connect base unit to customer's network via customer supplied/installed cabling.
3. Perform color calibration on base unit and RIP device.

Print Driver Installation Includes:

1. Install print drivers onto designated workstations (up to three – Option A or as specified in Option B.)
2. Confirm print capabilities via standard print driver test page.

Administrator Training Includes:

1. Training on base unit, print driver and RIP software.
2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

STATEMENT OF WORK ASSUMPTIONS

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
7. All software being utilized is registered and authentic.
8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
9. All network addresses, print queue names and printer names, etc. are available upon request.

TERMS AND CONDITIONS

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

Inclusions – Hardware: Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

Inclusions – Software: Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

Service Availability: Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

Exclusions:

1. Electrical work external to the equipment.
2. Charges to install or improve telephone lines.
3. Charges to improve electrical service and/or network lines.
4. Network wiring to improve or connect the hardware to a computer or network.
5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.

In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.

7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.

8. Reinstallation/service required due to the relocation of equipment.

Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.



REMOVAL REPORT

RR-2.0.0

Sales Representative: Thomas Aldridge

SALES PACKET NUMBER

DATE

12/23/2022

Customer Name: City of Colleyville

This document must be completed and signed by both the customer and a Toshiba Business Solutions (TBS) representative prior to any removal and disposition of equipment from the customer's premises.

EQUIPMENT DETAILS

Physical Location: Administration				
Address: 5201 RIVERWALK		Phone #: 817503112	Ext.:	Fax #:
Address 2:		Contact: Patrick Stotts		
City: COLLEYVILLE	State: TX	Zip: 76034-5893	email: pstotts@colleyville.com	
Leasing Company: Toshiba Financial Services	Lease #: 25524072	Make/Model: Toshiba e-STUDIO3015AC	EOL Option: Declined	
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNGH31229	EOL Charge:	
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO3025AC		

Physical Location: Community Center				
Address: 5301 RIVERWALK		Phone #: 817503112	Ext.:	Fax #:
Address 2:		Contact: Patrick Stotts		
City: COLLEYVILLE	State: TX	Zip: 76034-5807	email: pstotts@colleyville.com	
Leasing Company: Toshiba Financial Services	Lease #: 25524072	Make/Model: Lexmark XC2132	EOL Option: Declined	
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: S752742946PWHK	EOL Charge:	
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO2520AC		

Physical Location:				
Address: 5109 BRANSFORD RD		Phone #: 817503112	Ext.:	Fax #:
Address 2:		Contact: Patrick Stotts		
City: COLLEYVILLE	State: TX	Zip: 76034-3529	email: pstotts@colleyville.com	
Leasing Company: Toshiba Financial Services	Lease #: 25524072	Make/Model: Lexmark XC2132	EOL Option: Declined	
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: 752711946TPRW	EOL Charge:	
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Brother MFC-L9570CDW		

Physical Location: HR				
Address: HUMAN RESOURCES 100 MAIN ST 2ND FLOOR		Phone #: 817503112	Ext.:	Fax #:
Address 2:		Contact: Patrick Stotts		
City: COLLEYVILLE	State: TX	Zip: 76034	email: pstotts@colleyville.com	
Leasing Company: Toshiba Financial Services	Lease #: 25524072	Make/Model: Lexmark XC2132	EOL Option: Declined	
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: S752742946PWD6	EOL Charge:	
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Brother MFC-L9570CDW		

Special Instructions:	
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SEE ATTACHED REMOVAL REPORT SCHEDULE FOR ADDITIONAL REMOVED DEVICES

Total End of Life Security Option Charges: \$0.00

DECLINATION

☐ Customer certifies that they have read the Security Options and that they have decided to decline all assistance from TBS regarding enhanced security on their copier/printer. TBS is under no obligation and has no liability concerning data security on said device. It is the Customer's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased prior to disposition of equipment.

Print Name:	Signature: X	Title:	Date:
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CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name: Adrienne Lothery	Signature: X	Title: Assistant City Manager	Date:
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TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:
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TERMS AND CONDITIONS

FOR ALL ITEMS WITH REMOVAL TYPE OF: CUSTOMER OWNED

The customer representative signed below attests that the above equipment is owned by the customer and is free and clear of any liens or encumbrances. Upon completion of the associated sale, the title and ownership of this equipment is transferred to TBS.

FOR ALL ITEMS WITH A BUYOUT TYPE: PAID BY TBS TO CUSTOMER-AMOUNT TO BE PAID TO CUSTOMER \$0.00

The customer representative acknowledges that said equipment is leased and that the amount paid to customer and disposition, as indicated, of said equipment and its condition will fulfill its contractual obligations under the lease. If for any reason the amount paid to customer does not satisfy the contractual obligations, the customer assumes any remaining liability with the Leasing Company. It is the responsibility of the customer to provide return instructions. If said equipment cannot be returned until the end of the lease term, the customer must notify the Leasing Company in writing in accordance to the terms of the agreement prior to the end of the lease term. Failure to follow this disposition process could result in additional charges. Toshiba Business Solutions does not assume and will not be financially responsible for any lease renewal payments or additional fees or penalties incurred on the lease referenced above for any reason.

EOL OPTION DEFINITIONS

Basic Security: Includes HDD data scrub to DOD standards (5220-22m), NVRAM and Fax Data Scrub, Reloading System Firmware.

Advanced Security: Includes removing and returning uncleansed HDD to customer, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

Remove and Return: Includes removing and returning uncleansed HDD to customer. This option is only available on customer owned devices.

Optimal Security: Includes removal and destruction of HDD, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

Declined: Customer has declined any assistance from TBS regarding their data and is solely responsible for data security.

No Hard Drive: The device has no hard drive.

Has Secure HDD: Removed device has built in data overwrite and Customer does not require scrubbing or removal



REMOVAL REPORT SCHEDULE

RR-1.0.0

Sales Representative: Thomas Aldridge

SALES PACKET NUMBER

DATE

12/23/2022

EQUIPMENT DETAILS

Physical Location: Water Tower			
Address: 2512 GLADE RD COLLEYVILLE PARKS AND RECREATION		Phone #: 817503112	Ext. Fax #:
Address 2:		Contact: Patrick Stotts	
City: COLLEYVILLE	State: TX	Zip: 76034-4574	email: pstotts@colleyville.com
Leasing Company: Toshiba Financial Services	Lease #: 25442524	Make/Model: Toshiba e-STUDIO2505AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCFBG46613	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO2520AC	

Physical Location: Fire Dept. .			
Address: FIRE ADMIN 5209 COLLEYVILLE BLVD		Phone #: 817503112	Ext. Fax #:
Address 2:		Contact: Patrick Stotts	
City: COLLEYVILLE	State: TX	Zip: 76034	email: pstotts@colleyville.com
Leasing Company: Toshiba Financial Services	Lease #: 25524072	Make/Model: Toshiba e-STUDIO3015AC	EOL Option: Has Secure HDD
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNGH31266	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO3025AC	

Physical Location: Library 1st floor			
Address: LIBRARY 110 MAIN ST 1ST FLOOR		Phone #: 817503112	Ext. Fax #:
Address 2:		Contact: Patrick Stotts	
City: COLLEYVILLE	State: TX	Zip: 76034	email: pstotts@colleyville.com
Leasing Company: Toshiba Financial Services	Lease #: 25524072	Make/Model: Toshiba e-STUDIO3015AC	EOL Option: Has Secure HDD
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNGH31211	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO3025AC	

Physical Location: Library 1st floor			
Address: LIBRARY 110 MAIN ST 1ST FLOOR		Phone #: 817503112	Ext. Fax #:
Address 2:		Contact: Patrick Stotts	
City: COLLEYVILLE	State: TX	Zip: 76034	email: pstotts@colleyville.com
Leasing Company: Toshiba Financial Services	Lease #: 25524072	Make/Model: Toshiba e-STUDIO3015AC	EOL Option: Has Secure HDD
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNGH31239	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO3025AC	

Physical Location: Public Works			
Address: 1601 HALL JOHNSON RD PUBLIC WORKS		Phone #: 817503112	Ext. Fax #:
Address 2:		Contact: Patrick Stotts	
City: COLLEYVILLE	State: TX	Zip: 76034-5715	email: pstotts@colleyville.com
Leasing Company: Toshiba Financial Services	Lease #: 25524072	Make/Model: Toshiba e-STUDIO3015AC	EOL Option: Has Secure HDD
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNGH31161	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO3025AC	

Physical Location: Records			
Address: 5201 RIVERWALK		Phone #: 817503112	Ext. Fax #:
Address 2:		Contact: Patrick Stotts	
City: COLLEYVILLE	State: TX	Zip: 76034-5893	email: pstotts@colleyville.com
Leasing Company: Toshiba Financial Services	Lease #: 25524072	Make/Model: Toshiba e-STUDIO3015AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNGH31178	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO3025AC	

Physical Location: CID			
Address: 5201 RIVERWALK		Phone #: 817503112	Ext. Fax #:
Address 2:		Contact: Patrick Stotts	
City: COLLEYVILLE	State: TX	Zip: 76034-5893	email: pstotts@colleyville.com
Leasing Company: Toshiba Financial Services	Lease #: 25524072	Make/Model: Toshiba e-STUDIO3015AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNGH31268	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO3025AC	

Sales Representative: Thomas Aldridge

SALES PACKET NUMBER

DATE

12/23/2022

EQUIPMENT DETAILS

Physical Location: Utility Billing			
Address: UTILITY BILLING 100 MAIN ST 1ST FLOOR		Phone #: 817503112	Ext. Fax #:
Address 2:		Contact: Patrick Stotts	
City: COLLEYVILLE	State: TX	Zip: 76034	email: pstotts@colleyville.com
Leasing Company: Toshiba Financial Services	Lease #: 25524072	Make/Model: Toshiba e-STUDIO3015AC	EOL Option: Remove and Return
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNGH31274	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO3025AC	

Physical Location: Building Inspection			
Address: 100 MAIN ST		Phone #: 817503112	Ext. Fax #:
Address 2:		Contact: Patrick Stotts	
City: COLLEYVILLE	State: TX	Zip: 76034-2916	email: pstotts@colleyville.com
Leasing Company: Toshiba Financial Services	Lease #: 25524072	Make/Model: Toshiba e-STUDIO3515AC	EOL Option: Optimal
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNGH32231	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO3525AC	

Physical Location:			
Address: 5601 COLLEYVILLE BLVD		Phone #: 817503112	Ext. Fax #:
Address 2:		Contact: Patrick Stotts	
City: COLLEYVILLE	State: TX	Zip: 76034-6022	email: pstotts@colleyville.com
Leasing Company: Toshiba Financial Services	Lease #: 25524072	Make/Model: Toshiba e-STUDIO3515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNGH32239	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO3525AC	

Physical Location: Police Administration			
Address: POLICE ADMIN 5201 RIVERWALK DR		Phone #: 817503112	Ext. Fax #:
Address 2:		Contact: Patrick Stotts	
City: COLLEYVILLE	State: TX	Zip: 76034	email: pstotts@colleyville.com
Leasing Company: Toshiba Financial Services	Lease #: 25524072	Make/Model: Toshiba e-STUDIO3528A	EOL Option: Has Secure HDD
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCZGH11837	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO3528A	

Physical Location: Copy Room 2nd floor			
Address: 100 MAIN ST		Phone #: 817503112	Ext. Fax #:
Address 2:		Contact: Patrick Stotts	
City: COLLEYVILLE	State: TX	Zip: 76034-2916	email: pstotts@colleyville.com
Leasing Company: Toshiba Financial Services	Lease #: 25524072	Make/Model: Toshiba e-STUDIO5506ACT	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCHF27988	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO5516ACT	

Physical Location: Municipal Court			
Address: MUNICIPAL COURT 5201 RIVERWALK DR		Phone #: 817503112	Ext. Fax #:
Address 2:		Contact: Patrick Stotts	
City: COLLEYVILLE	State: TX	Zip: 76034	email: pstotts@colleyville.com
Leasing Company: Toshiba Financial Services	Lease #: 25524072	Make/Model: Toshiba e-STUDIO5506ACT	EOL Option: Has Secure HDD
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCHF27983	EOL Charge:
Buyout Type: Upgrade to Return	Paid By:	Replaced By: Toshiba e-STUDIO5516ACT	

Physical Location:			
Address:		Phone #:	Ext. Fax #:
Address 2:		Contact:	
City:	State:	Zip:	email:
Leasing Company:	Lease #:	Make/Model:	EOL Option:
Removal Type:	Disposition:	Serial #:	EOL Charge:
Buyout Type:	Paid By:	Replaced By:	

Addendum to Agreement # _____ and any future supplements/schedules thereto, between City of Colleyville, as Customer and Toshiba Financial Services, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and

Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

Toshiba Financial Services

Lessor

Signature

TitleDate

Adrienne Lothery

Customer

XSignature

Assistant City Manager

TitleDate



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
04/06/2022

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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 FAX (A/C. No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Toshiba America Business Solutions, Inc Toshiba Business Solutions (USA), Inc. 25530 Commercentre Drive Lake Forest, CA 92630	INSURER(S) AFFORDING COVERAGE INSURER A: Sampo America Insurance Company INSURER B: Mitsui Sumitomo Insurance Company of America INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 11126 20362

COVERAGES**CERTIFICATE NUMBER:** W24511114**REVISION NUMBER:**

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☒ LOC OTHER:			CPL40388K0	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ Comp Ded \$1,000 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☒ Coll Ded \$1,000			BVR8405728	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000			UMB5306478	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WCN40975X0	04/01/2022	04/01/2023	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Auto Liability - MA Any Auto, Hired & Non Owned Auto Auto Physical Damage			BVM8803033	04/01/2022	04/01/2023	CSL \$1,000,000 Comp/Coll Ded: 1,000.00

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

Evidence of Insurance.

CERTIFICATE HOLDER

Toshiba America Business Solutions, Inc. Toshiba Business Solutions (USA), Inc. 25530 Commercentre Drive Lake Forest, CA 92630

CANCELLATION

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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ACORD 25 (2016/03)

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SR ID: 22441816

BATCH: 2477433

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Toshiba Business Solutions, a division of Toshiba America Business Solutions, Inc,
Farmers Branch, TX United States

Certificate Number:
2023-994091

Date Filed:
03/14/2023

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

Date Acknowledged:

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.

03142023

Multi-function copiers and other related services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Toshiba TEC Corporation	Shinagawa-Ku Tokyo Kanto Japan	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Kimberly Hinkley, and my date of birth is 3-14-62.

My address is 4350 Spring Valley Rd. Farmers Branch TX 75244 USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of TX, on the 14 day of 3, 2023.
(month) (year)

Kimberly Hinkley
Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed 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.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Toshiba Business Solutions, Inc. a division of Toshiba America Business Solutions, Inc

- 2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NONE

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

- 6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Kwily Thiny
Signature of vendor doing business with the governmental entity

3-14-2023
Date



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 7c

Agenda Date 5/16/2023

Number

Type Resolution

Department Engineering

Title

Approval of the First Amendment to an Interlocal Agreement with Tarrant County for the rehabilitation of various streets as identified in the agreement and authorizing the City Manager to execute the amendment

Explanation

Reading and Public Hearing

On April 4, 2023, Council, through Resolution R-23-4831, approved an Interlocal Agreement (ILA) with Tarrant County for the rehabilitation of Bluebonnet Drive, North Timberline Drive, and South Timberline Drive.

Staff is seeking approval of a First Amendment to the ILA with Tarrant County to include the rehabilitation of Tinker Road and Roberts Road.

The fiscal year 2023 – 2027 Capital Improvement Program (CIP) includes the resurfacing of these roadways.

With the approval of the First Amendment, Tarrant County will provide the labor and equipment necessary to rehabilitate the roadways, and the City will be responsible for the costs associated with the following items: removal of excess materials, new materials, construction materials testing, traffic control, flaggers, and disposal fees at an off-site landfill facility for waste materials generated during the project. This work will result in the roads being resurfaced in their current configuration.

If approved by City Council, the Amendment will be forwarded to Tarrant County for approval at a future Commissioners Court meeting.

Financial Impact

The funding source for Tinker Road is the Capital Project Fund and the Tax Increment Financing (TIF) District Fund for Roberts Road.

Recommendation

Approve

Attachments

1. First Amendment

2. Interlocal Agreement
3. Roberts Road Estimate
4. Tinker Road Estimate
5. Resolution R-23-4831
6. Resolution R-22-4768

THE STATE OF TEXAS

FIRST AMENDMENT TO
INTERLOCAL AGREEMENT

COUNTY OF TARRANT

WHEREAS on May 2, 2023, the Commission's Court approved through Court Order No. 140843, Tarrant County, Texas ("COUNTY") and the City of Colleyville ("CITY") entered into an Interlocal Agreement ("ILA") for the COUNTY's assistance to:

- Rehabilitate and Resurface **Bluebonnet Drive** located within the City of Colleyville from West Glade Road to Riverwalk Drive (Approximately 2,550 linear feet).
- Rehabilitate and Resurface **North Timberline Drive** located within the City of Colleyville from Bransford Road to South Timberline Drive (Approximately 3,154 linear feet).
- Rehabilitate and Resurface **South Timberline Drive** located within the City of Colleyville from Bransford Road to North Timberline Drive (Approximately 2,682 linear feet).

Collectively, hereinafter referred to as the "**Project**".

NOW, THEREFORE, the COUNTY and the CITY desire to amend the Agreement to add the following additional PROJECT location:

- Resurface **Tinker Road** located within the City of Colleyville from Pleasant Run Road to 70 ft east of Kingston Drive (Approximately 3,425 linear feet).
- Resurface **Roberts Road** located within the City of Colleyville from Glade Road to 175 ft South of Fox Meadows Drive (Approximately 1,396 linear feet).

AND, WHEREAS, the COUNTY's Responsibilities will be amended to include:

- **Tinker Road:** The CITY will wedge mill and remove excess materials. The COUNTY will tack the prepared roadway, place two inches of asphalt surface, and clean the project jobsite.
- **Roberts Road:** The CITY will mill and remove excess materials. The COUNTY will tack the prepared roadway, place two inches of asphalt surface, and clean the project jobsite.

All other conditions and requirements of the ILA remain the same.

TARRANT COUNTY, TEXAS

CITY OF COLLEYVILLE

Tim O'Hare
County Judge

Jerry Ducay
City Manager

Date: _____

Date: _____

Gary Fickes
Commissioner, Precinct 3

Amber Beard.
Director of Public Works

Date: _____

Date: _____

Attest:

APPROVED AS TO FORM*

APPROVED AS TO FORM AND LEGALITY

Criminal District Attorney's Office*

City Attorney

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and the City of Colleyville ("CITY").

WHEREAS, the CITY is requesting the COUNTY's assistance to:

- Rehabilitate and Resurface **Bluebonnet Drive** located within the City of Colleyville from West Glade Road to Riverwalk Drive (Approximately 2,550 linear feet).
- Rehabilitate and Resurface **North Timberline Drive** located within the City of Colleyville from Bransford Road to South Timberline Drive (Approximately 3,154 linear feet).
- Rehabilitate and Resurface **South Timberline Drive** located within the City of Colleyville from Bransford Road to North Timberline Drive (Approximately 2,682 linear feet).

Hereinafter, collectively referred to as the "**Project**".

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and

- d. The CITY and the COUNTY have authorized their representative to sign this Agreement.
- e. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project:

- **Bluebonnet Drive:** The COUNTY will reclaim, recycle and stabilize the existing roadway materials. The CITY will mill and remove excess materials. The COUNTY will regrade, shape, and prime the roadbed, place two inches of asphalt base, place two inches of asphalt surface, and clean the project jobsite.
- **North Timberline Drive:** The COUNTY will reclaim, recycle and stabilize the existing roadway materials. The CITY will mill and remove excess materials. The COUNTY will regrade, shape, and prime the roadbed, place two inches of asphalt base, place two inches of asphalt surface, and clean the project jobsite.
- **South Timberline Drive:** The COUNTY will reclaim, recycle and stabilize the existing roadway materials. The CITY will mill and remove excess materials. The COUNTY will regrade, shape, and prime the roadbed, place two inches of asphalt base, place two inches of asphalt surface, and clean the project jobsite.

2. CITY RESPONSIBILITY

- 2.1 The CITY will furnish and pay for the actual cost of the materials, including any delivery or freight cost. The CITY will provide a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the CITY for incidental material cost.
- 2.2 The CITY will pay for one-half of the COUNTY's fuel used to construct this Project. The COUNTY will invoice the CITY for the fuel consumed at the conclusion of the Project.

- 2.3 The CITY will be responsible for all traffic control necessary to safely construct this project. This responsibility includes all advance notices, signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site. The CITY will be responsible for and provide portable message boards to supplement traffic control as needed.
- 2.4 The CITY will make all necessary repairs and preparations to the existing roadway prior to the COUNTY starting work.
- 2.5 The CITY will adjust all utilities, manholes and valve boxes for this Project.
- 2.6 The CITY will provide the COUNTY with a hydrant meter and all the water necessary for construction of the Project at no cost to the COUNTY.
- 2.7 The CITY will provide or pay for any engineering, survey, and laboratory testing required for this Project.
- 2.8 The CITY will furnish a nearby site for dumping all spoils and waste materials generated during construction of this Project.
- 2.9 The CITY will provide the material to backfill the pavement edges for this project.
- 2.10 If required, the CITY will be responsible for the design and development of a Storm Water Pollution Prevention Plan (SWPPP). The CITY further agrees to pay for all cost (including sub-contractor materials, labor and equipment) associated with the implementation of the plan. The COUNTY will be responsible for maintenance of the plan during the duration of the Project. Documentation and record keeping of the SWPPP will be the responsibility of the CITY.

Compliance with Laws. In providing the services required by this Agreement, City must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. City shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of project completion.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.
- 5.2 If requested by the CITY, The CITY will reimburse the COUNTY for actual cost of any overtime hours the CITY requires the COUNTY to provide watering the roadway for dust control after regular work hours.

6. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any particular time.

7. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

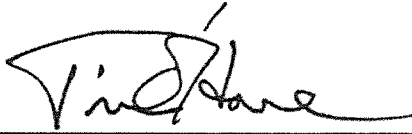
9. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION

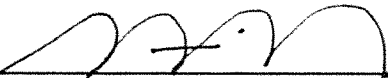
This Agreement will automatically terminate on either December 31, 2023 or on the date the project is completed, whichever occurs first. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party prior to the intended date of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that the CITY remains liable to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the project, if any.

TARRANT COUNTY, TEXAS



Tim O'Hare
County Judge

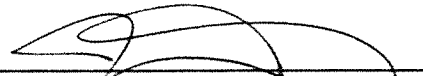
Date: May 2, 2023



Gary Fickes
Commissioner, Precinct 3

Date: May 2, 2023

CITY OF COLLEYVILLE



Jerry Ducay
City Manager

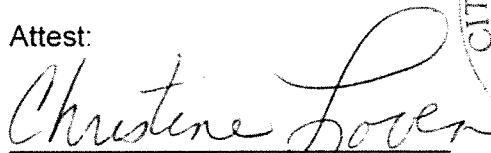
Date: 4/10/2023



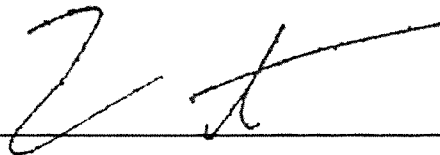
Amber Beard
Director of Public Works

Date: 4/10/2023

Attest:

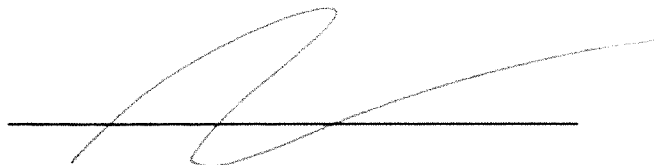


APPROVED AS TO FORM*



Criminal District Attorney's Office*

APPROVED AS TO FORM AND LEGALITY



City Attorney

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Approved by

APR 04 2023

Colleyville
City Council

Resolution R-23-4831

Roberts Road
(City of Colleyville)

5/4/2023
J. Stubblefield

Limits: Glade Road to 175ft South of Fox Meadows Dr.

Existing Conditions: lots of alligator cracking and sunken areas. Existing patches. C&G on one side. Water leaking and standing at the north end.

Scope of Work: The City will remove 2 inches of exposed roadway. Then the county will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size: Roadway Length (lf): 1,396 lf
Stabilization Width (ft) : 0 ft
Binder Width (ft): 0 ft
Surface Width (ft): 19 ft
Additional Areas (sy): 0 sy

Stab Area : - sy
Binder Area: - sy
Surface Area: 2,947 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	2,947	0.08 gal/sy		\$ 2.76	\$/gal	236	gal		gal	\$ 650.72	\$ -	
HMAC (2")	2,947	0.125 tn/sy		\$ 77.33	\$/tn	368	tn		tn	\$ 28,487.51	\$ -	
						Subtotal				\$ 29,138.23	\$ -	
Misc Cost												
Fuel Cost Estimate		50%				\$ 750				\$ 375.00		
Overtime (Watering)										\$ 750.00		
Milling (City Contractor)										\$5,894.22	\$ -	
		Materials + Misc Cost								\$ 36,157.46		
		10% Contingency								\$ 3,615.75		
		Total:								\$39,773.20	\$ -	

Material cost as of May 2023 pricing. Subject to change.

Construction Time Estimate:

3 days

Comments:

City will pay for all traffic control cost associated with this project.
City will adjust all utilities and manholes/valves for this project.
City will provide a nearby disposal area for spoils .
City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4 2,947 SY @ 2. \$/sy + \$ Mob = \$5,894.22 (2" Full Mill)

Tinker Road
City of Colleyville

5/4/2023
J.Stub

Limits: Pleasant Run Road to Kingston Drive

Existing Conditions: Moderate longitudinal, block and alligator cracking. Some rutting and patching. Ride quality is fair. Some C& G on west end. Width Varies 22-38 ft.

Scope of Work: City will wedge mill 2 inches of existing material. County will place 2 inch HMAC "D" surface, backfill the shoulders and clean the jobsite.

Project Size:	Roadway Length (lf):	3,425 lf										
	Stabilization Width (ft) :	0 ft						Stab Area :	-	sy		
	Binder Width (ft):	0 ft						Binder Area:	-	sy		
	Surface Width (ft):	22 ft						Surface Area:	10,079	sy		
	Additional Areas (sy):	1707 sy										

Additional Width in Wide Area

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coat	10,079	0.08 gal/sy		\$ 2.85	\$/gal	806 gal		gal		\$ 2,297.99	\$ -	
HMAC Surface (2")	10,079	0.125 tn/sy		\$ 79.08	\$/tn	1260 tn		tn		\$ 99,629.82	\$ -	
Topsoil (Backfill Edges)	6,850 lf	0.008 cy/lf		\$ 45.00	\$/cy	51 cy		cy		\$ 2,311.88	\$ -	
						Material Subtotal				\$ 104,239.68	\$ -	
Misc Cost												
Fuel Cost Estimate		50%				\$ 1,550				\$ 775.00	\$ -	
Tabs				\$ 0.50		171 ea				\$ 85.63	\$ -	
Striping				\$ 0.055		13,700 lf				\$ 753.50		
Overtime (Watering)										\$ 750.00		
Milling (City Contractor)										\$9,133.33		
			Materials + Misc Cost							\$ 115,737.14	\$ -	
			10% Contingency							\$ 11,573.71		
			Total:							\$127,310.85	\$ -	

Material cost as of May 2023. (Subject to change)

Construction Time Estimate:

6 days

Comments:

City will pay for all traffic control cost associated with this project.
City will adjust all utilities and manholes/valves for this project.
City will provide a nearby disposal area for spoils .
City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project: 4,567 SY @ 2. \$/sy + \$ Mob = \$9,133.33 (2" Wedge Mill)

RESOLUTION R-23-4831

**APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT
THE REGULAR CITY COUNCIL MEETING OF APRIL 4, 2023**

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 21, 2023
 - b. Approval of an Interlocal Agreement with Tarrant County for the rehabilitation of various streets as identified in the agreement and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 6 AYES, 0 NAYS, ON THIS THE 4TH DAY OF APRIL 2023.

Mayor Bobby Lindamood	<u>Aye</u>	Mayor Pro Tem Kathy Wheat	<u>Aye</u>
Brandi Elder, Place 1	<u>Aye</u>	George Bond, Place 2	<u>Aye</u>
George Dodson, Place 4	<u>Aye</u>	Chuck Kelley, Place 5	<u>Aye</u>
Callie Rigney, Place 6	<u>Absent</u>		

ATTEST:



Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE



Bobby Lindamood
Mayor

RESOLUTION R-22-4768

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 20, 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 September 6, 2022
 - b. Adoption of the Fiscal Year 2023 to 2027 Capital Improvement Program (CIP)
 - c. Approval of the fourth and final one-year renewal term for the City's current Janitorial Services Contractor Services Agreement with Oriental Building Services, Inc., in an amount not to exceed \$144,975.18, plus a contingency amount of \$6,000.00, and authorizing the City Manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

Mayor Bobby Lindamood	<u>Aye</u>	Mayor Pro Tem Kathy Wheat	<u>Aye</u>
Brandi Elder, Place 1	<u>Aye</u>	George Bond, Place 2	<u>Aye</u>
George Dodson, Place 4	<u>Aye</u>	Chuck Kelley, Place 5	<u>Aye</u>
Callie Rigney, Place 6	<u>Aye</u>		

ATTEST:



Christine Loven, TRMC
City Secretary

CITY OF COLLEYVILLE



Bobby Lindamood
Mayor



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 7d

Agenda Date 5/16/2023

Number Resolution R-23-4844

Type Resolution

Department Finance

Title

Approval of an agreement with Weaver and Tidwell, L.L.P. for auditing services for fiscal year ending September 30, 2023, in the amount of \$55,150 for the audit of 2023 financial statements, \$5,400 for the single audit, and \$2,000 for reports related to bond sales, if applicable, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

A Request for Proposal for audit services for Fiscal Year ending September 30, 2023, was received from the following firms:

- Pattillo, Brown & Hill, L.L.P.
- Forvis
- Weaver and Tidwell, L.L.P.
- EideBailly

The four responses were evaluated by an Audit Selection Committee. Two of those firms were invited to give presentations on Tuesday, May 2, 2023 at the Audit Committee Meeting. The Audit Committee is comprised of Councilmembers George Dodson, Brandi Elder, and Chuck Kelley. The following audit firms were present:

- Forvis
- Weaver and Tidwell, L.L.P.

Based upon the proposal responses and presentations, it is recommended the audit contract be awarded to Weaver and Tidwell, L.L.P., for a term of five years (Fiscal Year 2023 through 2027), subject to the annual review and recommendation of the Audit Committee, the satisfactory negotiation of terms (including a price acceptable to both the City of Colleyville and Weaver and Tidwell, L.L.P.), the concurrence of the City Council, and the availability of appropriations.

The cost for the first year of the audit of 2023 financial statements is \$55,150, \$5,400 for the single audit, and \$2,000 for reports related to bond sales, if applicable. The maximum increase in cost shall not exceed 3.0% per year, as follows:

Fiscal Year	Audit	Single Audit	Bond Reports
2023	\$55,150	\$5,400	\$2,000
2024	\$56,805	\$5,562	\$2,060
2025	\$58,509	\$5,729	\$2,122
2026	\$60,264	\$5,901	\$2,185
2027	\$62,072	\$6,078	\$2,251
TOTAL	\$292,800	\$28,670	\$10,618

A copy of Weaver and Tidwell, L.L.P.'s most recent peer review is included. They received a peer review rating of pass, which is the highest rating a firm can receive. The audit engagement letter for Fiscal Year 2023 is also included.

Financial Impact

Funding for the annual audit is provided in the following budgets: General Fund (Finance), Utility Fund (Utility Billing), Drainage Utility Fund, Crime Control and Prevention District Fund, and Colleyville Economic Development Corporation Fund.

Recommendation

Approve

Attachments

1. Colleyville Final 2023 Engagement Letter & Peer Review



May 10, 2023

To the Honorable Mayor, Members of the
City of Council, and the City Manager of the
City of Colleyville, Texas
100 Main Street
Colleyville, Texas 76034

Dear Honorable Mayor, Members of the City of Council, and the City Manager:

You have requested that Weaver and Tidwell, L.L.P. ("Weaver", "our", "us", and "we") audit the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Colleyville, Texas (the "City"), as of September 30, 2023, and for the year then ended and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. In addition, we will audit the City's compliance over major federal award programs for the period ended September 30, 2023.

Accounting principles generally accepted in the United States of America ("U.S. GAAP"), as promulgated by the Governmental Accounting Standards Board ("GASB") require that management's discussion and analysis and budgetary comparison information, among other items, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information ("RSI") in accordance with auditing standards generally accepted in the United States of America ("U.S. GAAS"). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management Discussion and Analysis
2. Budgetary Comparison Schedule - General Fund
3. Budgetary Comparison Schedule - Colleyville Economic Development Fund
4. Schedules of Changes in Net Position Liability and Related Ratios - TMRS
5. Schedule of Contributions - TMRS
6. Schedules of Changes in Total OPEB Liability and Related Ratios - TMRS

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional

Page 2 of 10

procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards (as applicable)
2. Combining and Individual Fund Financial Statements and Schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory Section
2. Statistical Section

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material aspects, in conformity with U.S. GAAP and to report on the fairness of the supplementary information referred to above when considered in relation to the basic financial statements as a whole. The objective also includes reporting on internal control related to the basic financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the basic financial statements in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States of America ("GAGAS"); and internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS, the standards applicable to financial audits contained in GAGAS, and the provisions of the Uniform Guidance. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. 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. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of assets, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and

Page 3 of 10

they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and GAGAS.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the basic financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the basic 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 City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit.

Ms. Jennifer Ripka is the engagement partner for the audit services specified in this letter, and is responsible for supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

We may from time to time, and depending on the circumstances, use third-party service providers in performing this engagement. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service provider.

We expect to begin our audit procedures in August 2023, and issue our report in February 2024. We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City's compliance with certain provisions of laws, regulations, contracts, and grants that could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with the provisions is not an objective of our audit, and accordingly, we will not express such an opinion.

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

In accordance with the requirements of GAGAS, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. for the preparation and fair presentation of the basic financial statements in accordance with the framework described in Audit Objectives above;

- b. for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, for fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- c. to provide us with:
 - i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - ii. additional information that we may request from management for the purpose of the audit; and
 - iii. unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
- d. for including the auditor's report, and our report on any supplementary information if described above, in any document containing the basic financial statements that indicates that such basic financial statements have been audited by the City's auditor;
- e. for identifying and ensuring that the City complies with the laws and regulations applicable to its activities;
- f. for adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
- g. for maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- h. for identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
- i. for preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- j. for the design, implementation, and maintenance of internal control over compliance;
- k. For identifying and ensuring that the City complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
- l. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- m. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- n. For submitting the reporting package and data collection form to the appropriate parties;

Page 6 of 10

- o. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
- p. with regard to the supplementary information referred to above: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon;
- q. informing us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the basic financial statements are issued; and
- r. for confirming your understanding of your responsibilities in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If we agree herein or otherwise to perform any non-attest services (such as tax services or any other non-attest services), you agree to assume all management responsibilities for those services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. The entity has designated Mr. Kyle Lester, Finance Director to oversee these services. Such services include:

- i. Preparation of financial statements and related notes
- ii. Preparation of schedule of expenditures of federal awards and the related notes (as applicable)
- iii. Assisting with entries to convert accounting records from modified accrual to full accrual (GASB 34 entries)
- iv. Preparation of the Data Collection Form (as applicable)

GAGAS require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a nonaudit/nonattest service.

During the course of our engagement, we will request information and explanations from management regarding the City's operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The City agrees that as a condition of our engagement to perform an audit that management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the audit and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by

the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the audit; or, worse, could cause a material error or a fraud to go undetected by our procedures.

Fees and Invoicing

We estimate that the fee for this engagement will be \$55,150 and the single audit (as applicable) will be \$5,400. The fee estimate is based on anticipated cooperation from all involved and the assumption that unexpected circumstances will not be encountered during the engagement. This is only an estimate and the fee for these services will be determined by the complexity of the work performed and the tasks required. If significant additional time is necessary, we will discuss the reasons with you and arrive at a new fee estimate before we incur the additional costs. It is understood that neither our fees nor the payment thereof will be contingent upon the results of this engagement.

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be billed at cost. At this time, we do not anticipate incurring substantial expenses.

Our engagement fees do not include consulting on the adoption of new accounting standards and any future increased duties because of any regulatory body, auditing standard or an unknown or unplanned significant transaction. We will consult with you in the event any of these take place that may affect our fees.

We will also invoice for reasonable and necessary time and out-of-pocket expenses we incur to respond to any request (such as a subpoena, summons, court order, or administrative investigative demand) pertaining to this engagement in a legal matter to which we are not a party. Our time to facilitate the response will be billed at our then-current standard hourly rates, and our expenses (including attorney's fees) will be billed at cost. If we agree to perform additional substantive services related to or arising out of the request, such matters may be the subject of a new engagement letter.

Our invoices for this engagement will be rendered each month as work progresses. Our invoices are payable on presentation. For invoices not paid within sixty (60) days of the invoice date, a late charge will be added to the outstanding balance. The late charge will be assessed at a rate of half a percent (0.5%) on the unpaid balance per month. If invoices are not paid within one hundred twenty (120) days of the invoice date, the engagement will be placed on hold and we will stop work until the balance is brought current, or we may withdraw from the engagement (and any other engagements for the same client) and in accordance with Texas Government Code § 2251.021.

Ethical Conflict Resolution

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will notify you of such conflict as soon as practicable, and will discuss with you any possible means of resolving them prior to suspending our services.

The hiring of or potential employment discussions with any of our personnel could impair our independence. Accordingly, you agree to inform the engagement partner prior to any such potential employment discussions taking place.

Audit Documentation and Confidentiality

The audit documentation we prepare pertaining to and in support of this engagement is our property and constitutes confidential information. If we are requested to make the audit documentation available to outside parties, except in the case of requests during our peer review (discussed below) or when prohibited by law or direction of law enforcement, any such requests will be discussed with you before we make the documentation available to the requesting parties.

We may be requested to make certain audit documentation (working papers) available to regulators and other government agencies, pursuant to authority given by law or regulation. You should understand that responding to many such requests is mandatory. In those cases, access to such working papers will be provided under our supervision and we may, upon their request, provide the regulator or agency with copies of all or selected working papers. The requesting party may intend or decide to distribute the copies or information contained therein to others, including other regulators or agencies. You will be billed for additional fees as a result of the aforementioned work.

Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years, we subject our system of quality control to an examination by another accounting firm. As part of this process, the firm conducting our peer review will review a sample of our work. It is possible that the work we perform for you may be selected for such a review. If it is, our peer review firm is bound by professional standards to keep all information confidential and we are required to provide the required information.

It is expected that prior to the conclusion of the engagement, sections of the Data Collection Form will be completed by our firm. The sections that we will complete summarize our audit findings by federal grant or contract. Management is responsible to submit the reporting package (defined as including basic financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. The instructions to the Data Collection Form require that the reporting package be an unlocked, unencrypted, text searchable portable document file (PDF) or else it will be rejected by the Federal Audit Clearinghouse. We will be available to assist management in creating the PDF if needed.

We will coordinate with you the electronic submission and certification upon the reporting package completion. If applicable, we will provide copies of our report for you to include with the reporting package if there is a need to submit the package to pass-through entities.

The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

We will retain our audit documentation for a period of at least seven years from the date of our report. You agree that following such period, we may destroy the audit documentation without notice to you.

To maintain independence, we will not act as the host of your financial or non-financial information or as your information back-up service provider. Instead, it is your responsibility to maintain a complete set of your financial and non-financial data and records. If some portion of your data and records is contained only within our files, you agree to inform us before the issuance of our report and we will provide that to you.

Page 9 of 10

The parties do not intend this engagement letter to be for the benefit of any third-party. You may inform us of third-parties who will receive a copy of our audit report. Unless you inform us of such third-parties in writing, we are not aware of who you intend to supply our audit report to and we do not anticipate other third-parties' reliance upon our professional services unless expressly stated herein.

During the course of the engagement, we may communicate via fax, email, or other electronic mechanism. Please be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Dispute Resolution Procedure including Jury Waiver

If a dispute arises out of or relates to this engagement or engagement letter, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. In such event, the parties will attempt to agree upon a location, mediator, and mediation procedures, but absent such agreement any party may require mediation in Dallas, Texas, administered by the AAA under its Commercial Mediation Procedures.

This engagement letter and all disputes between the parties shall be governed by, resolved, and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles. Any action arising out of or relating to this engagement or engagement letter shall only be brought in, and each party agrees to submit and consent to the exclusive jurisdiction of, the federal or state courts situated in Harris County, Texas.

Each party hereby irrevocably waives any right it may have to trial by jury in any proceeding arising out of or relating to this engagement or this engagement letter.

Whenever possible, this engagement letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretation, but if any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed or modified and the remaining terms of the engagement letter shall remain in force. The parties agree that the court should modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible.

If because of a change in status or due to any other reason, any provision in this engagement letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, professional organizations or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

Miscellaneous

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of the latest external peer review report of our firm for your consideration and files.

We may at times provide you with documents marked as drafts. You understand that those documents are for your review purposes only. You should not rely upon those documents in any way.

Although the engagement partner responsible for this engagement is a licensed certified public accountant, we inform you that we have nonlicensees who may provide services pertaining to this engagement.

Honorable Mayor, Members of the City of Council, and the City Manager
City of Colleyville, Texas
May 10, 2023

Page 10 of 10

If you intend to make reference to our firm or include our report or any portion of it in a published document or other reproduction, and that document or other reproduction includes a version of our report or the financial statements that is assembled differently than any version we provided you or audited, you agree to provide us with printers' proofs or masters for our review and approval before reproducing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our approval. This requirement does not pertain to distributing our report or the financial statements when you do not modify their assembly or in situations where you disseminate the audited financial statements as a standalone document, such as on your website.

This engagement letter sets forth all of the agreed upon terms and conditions of our engagement with respect to the matters covered herein, and supersedes any that may have come before. This engagement letter may not be amended or modified except by further writing signed by all the parties.

We appreciate the opportunity to assist you and look forward to working with you and your team.

Sincerely,

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Dallas, Texas

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement as described herein, including each party's respective responsibilities. By signing below, the signatory also represents that they have been authorized to execute this agreement.

City of Colleyville, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____



Report on Firm's System of Quality Control

September 19, 2022

To the Partners of Weaver & Tidwell, L.L.P.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, and examinations of service organizations [SOC 1 and SOC 2 engagements].)

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Weaver & Tidwell, L.L.P. has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Eide Bailly LLP



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 8a

Agenda Date 5/16/2023

Number

Type Report

Department Finance

Title

Monthly Financial Report - April 2023

Explanation

General Fund

Through April, the fund has collected 89% of its budgeted revenues and spent 54% of budgeted expenditures, yielding a year-to-date surplus of \$9.6 million. The increase over last year's surplus is due to the City's elimination of the \$1.5 million transfer from the General Fund into the Capital Projects Fund, which typically occurs in December. This \$1.5 million was reallocated to increased personnel costs and will be expensed more evenly throughout the year. As the graph below shows, we expected April to begin our declining surplus this fiscal year, with similar monthly spend downs through the end of the fiscal year. Sales and franchise tax revenue are showing strong increases over last year, while all non-transfer related spending is on track.

Sales Tax Revenue

The City's fourth sales tax collection for FY23, representing sales made in March, came in this month and it showed a small decrease of 1.5% over last March, which is a small reversal from our records this year. Regardless, we are still up year-over-year, and the total year-to-date increase of 3.9% yields an additional \$200,000 to the City. With sales tax having grown a total of 25%, or from \$8.5 million in 2020 to a record-high \$10.29 million in the last year, any flat or increasing sales tax is fantastic for the City and indicative recent high gains will sustain. To some degree a similar trajectory has been seen across both the State's collections as well as our neighbors.

Utility Fund

The Utility Fund has collected 56% of its budgeted revenue and spent 44% of its budgeted expenses, which is a little higher than FY22. As the summary above shows, all of our surplus is coming from our relationship with the Trinity River Authority (TRA), with the City's direct revenues being outpaced by its direct expenses for this period. This is due to our annual interfund administrative services payment to the General Fund being processed in January. As the year progresses, our revenue will catch up and pull this deficit into a surplus. The City's relationship with TRA. has resulted in a substantial surplus due to the City being underbilled for water usage in October and November. Additionally, the Authority processed its annual "true-up" for the City, which either

issues a refund or demands an additional payment based on the previous year's fiscal activity and water use. Colleyville typically receives a refund during this process, and FY23 was no exception. In fact, it was determined the City was owed \$1.6 million in invoiced payments that were ultimately unneeded. As with every year, this surplus cash will be moved to our capital projects spending at year's end. TRA is the water/wastewater provider used by Colleyville and several other local cities. Each year, TRA apportions its operating budget among its customer cities based on projected water usage. After the year concludes, TRA "trues up" its actual expenditures with its actual revenues. In the event there is a shortfall, the Authority will charge its customer cities an additional amount. If there is a surplus, TRA issues prorated refunds to each customer city.

Drainage Fund

To date, the Drainage Utility Fund has received 58% of its revenue and spent 51% of its expenditures. This fund's cash flow is lower than the previous year, with a surplus of about \$235,000 as opposed to \$295,000 last year. The trajectory for the remainder of the year is anticipated to mirror the past two years pretty closely. Historically, drainage fee revenues tended to average at 1.2% higher than the previous fiscal year. However, as the City reaches build out these revenues tend to be more stable from year to year. Per policy, any year-end surplus will be moved for use on the City's Capital Improvement Plan.

Hotel Fund

COVID-related economic disruptions 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. While travel activities are on the rise and revenue in this fund has been making a comeback, this year's first two quarters' receipts mirror the same period in FY22. Staff had planned on a significant increase in total receipts this year, and will likely need to reallocate some expenses from here in FY24. Fund balance as of the end of this quarter is at \$50,000, and we expect another revenue payment coming within a month. Fund costs include personnel related directly to advertising the City, Colleyville Center costs, and some special events.

Debt Service Fund

Being predominately funded through property taxes, the Debt Service Fund has received the majority of its revenue for the 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 April's figures, the fund is running a deficit of about \$151,000. We won't see any further expenses until August, when our second interest payments are due on our bond issues. The most recent issue, taken out in December 2022, includes a large interest payment of \$309,000 to be paid this year. Together with our 2016 refunding issue, we can expect additional expenses of almost \$325,000 in this fund before the

year is over. This increase was planned in December, and the fund's balance should end the year at around \$450,000. The City's current outstanding bonds are on schedule to be paid off in 2027, and the new 2023 \$10 million issue is structured to be callable in 2030.

Attachments

1. Monthly Financial Presentation - April 2023
2. Monthly Financial Report - April 2023



Agenda Item - Items not for council action

Monthly Financial Report April 2023

City Council Meeting
May 16, 2023

General Fund

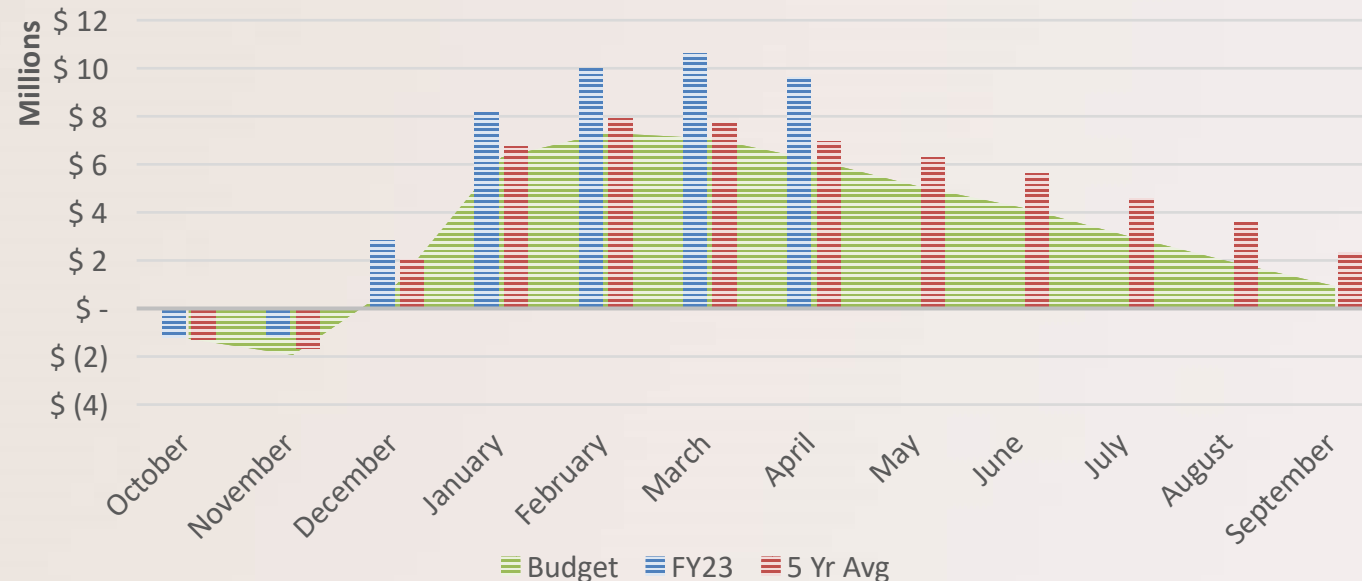


General Fund

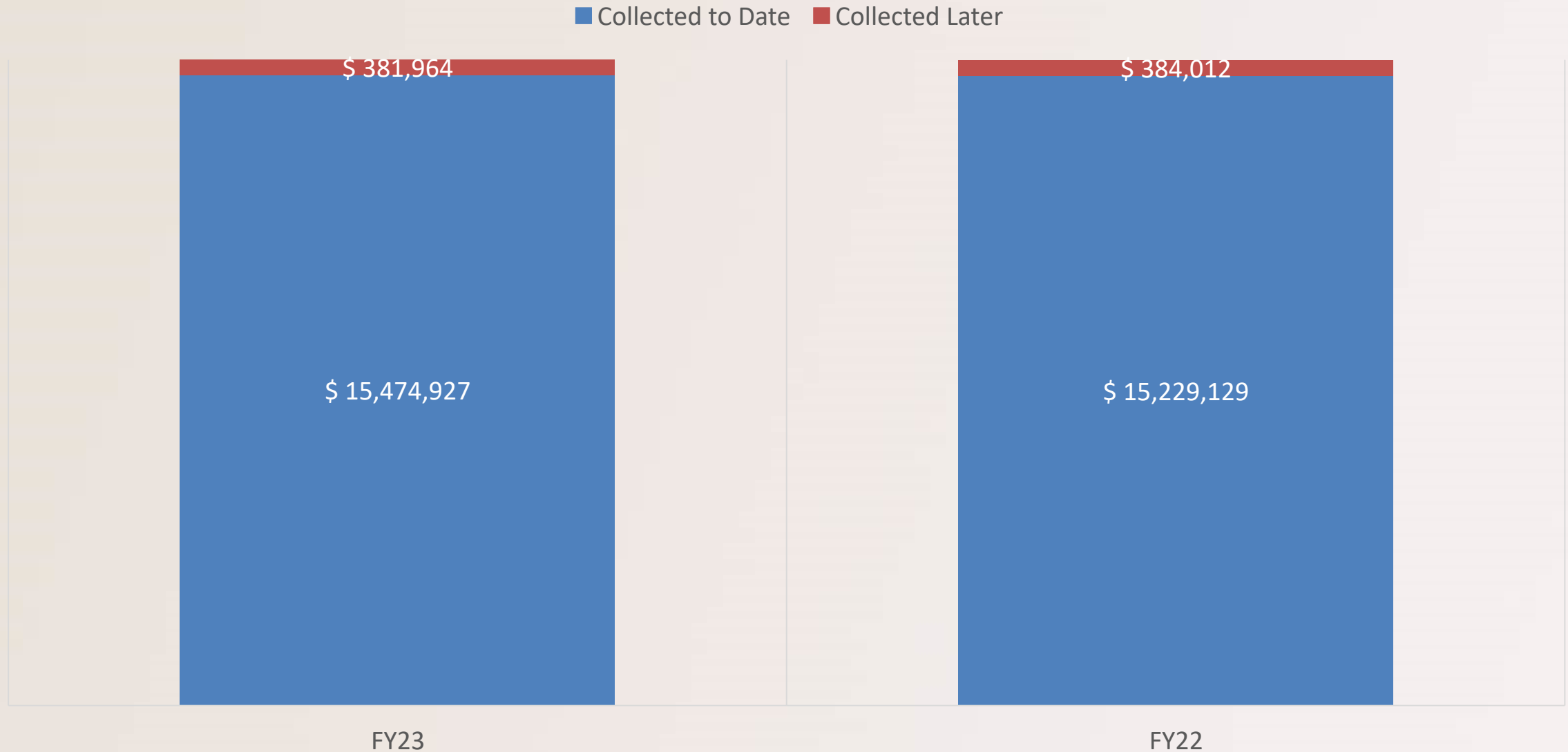
	FY23 Budget		FY23 YTD		% of Budget	FY22 YTD		FY22 % of Budget
Revenues	\$	26,227,785	\$	23,357,199	89%	\$	21,860,923	85%
Expenditures	\$	25,297,424	\$	13,731,777	54%	\$	14,398,632	57%
	\$	930,361	\$	9,625,421		\$	7,462,291	

*58% of the year is completed

GENERAL FUND CASH FLOW



Property Tax Highlight



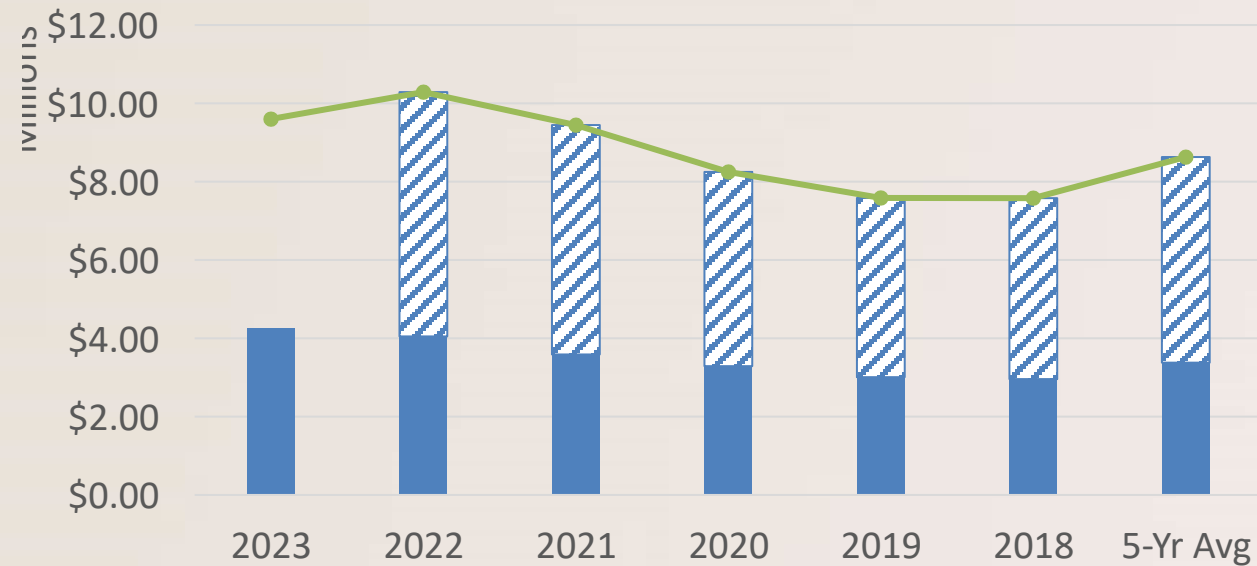
Sales Tax Highlight



FY23 YTD Receipts compared to Previous Years

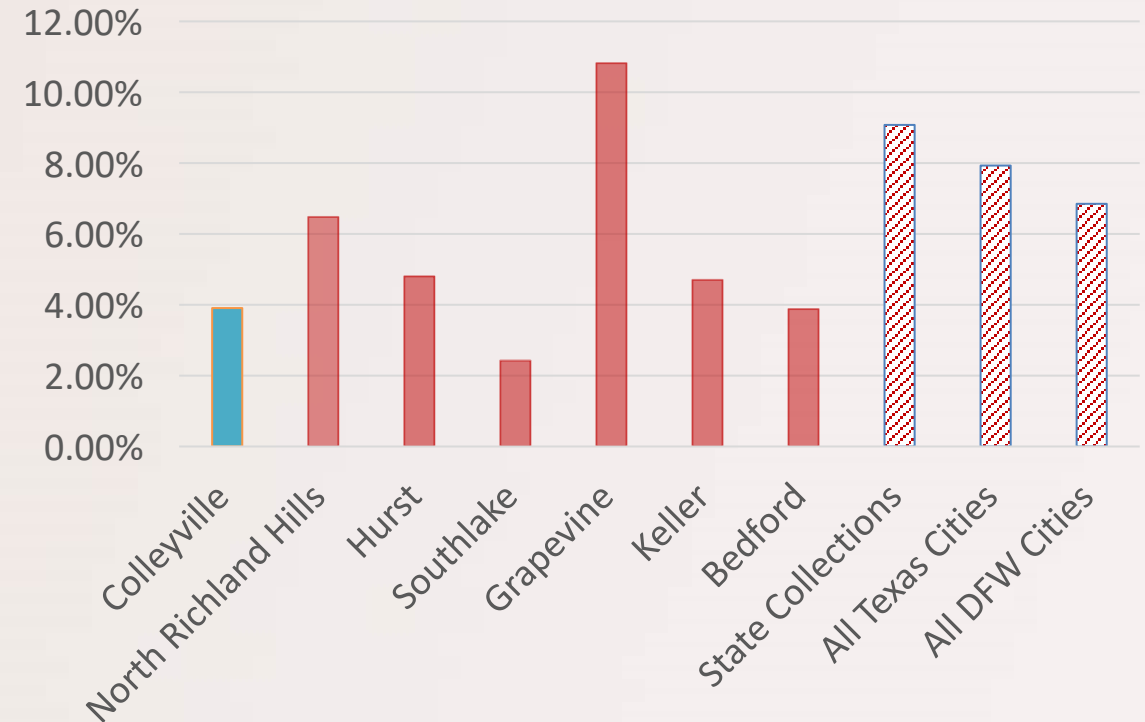
Total FY23 Sales Tax Receipts (Comparison)

■ Fiscal Year-to-Date ▨ FY Actuals ● FY Budget



City/State Comparisons

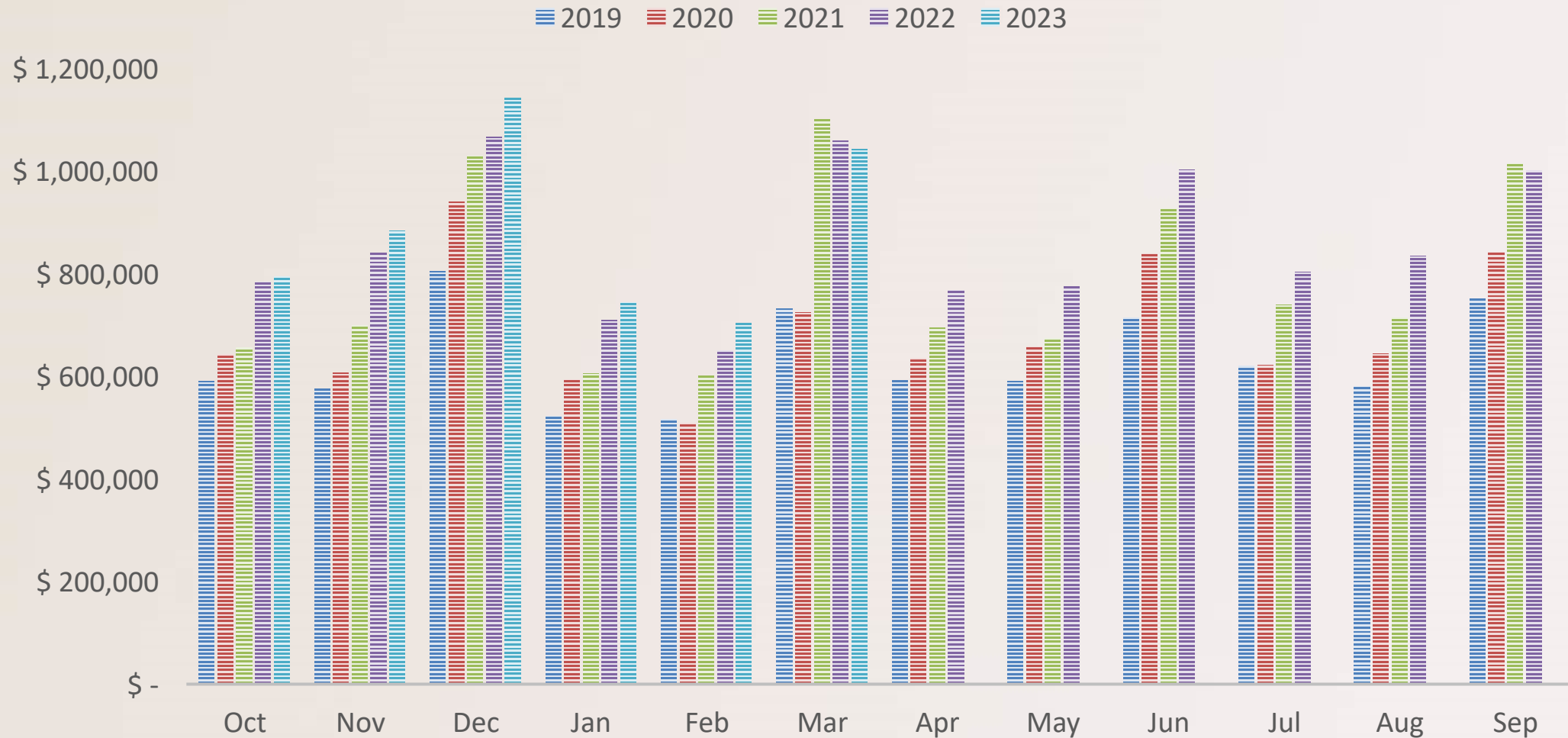
City/State Comparisons



Sales Tax Highlight



MONTH OVER MONTH COLLECTIONS



Utility Fund



Utility Fund					
	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22 % of Budget
Revenues	\$ 19,832,854	\$ 11,198,852	56%	\$ 9,137,939	52%
Expenditures	\$ 19,832,854	\$ 8,806,178	44%	\$ 7,125,536	40%
	\$ -	\$ 2,392,674		\$ 2,012,403	

*58% of the year is completed

TRA Revs/Exps		
	FY23 Budget	FY23 YTD
Revenues	\$ 15,878,131	\$ 8,817,345
Expenditures	\$ 15,428,131	\$ 6,420,998
	\$ 450,000	\$ 2,396,347

City Revs/Exps		
	FY23 Budget	FY23 YTD
Revenues	\$ 3,954,723	\$ 2,381,507
Expenditures	\$ 3,954,723	\$ 2,385,180
	\$ -	\$ (3,673)

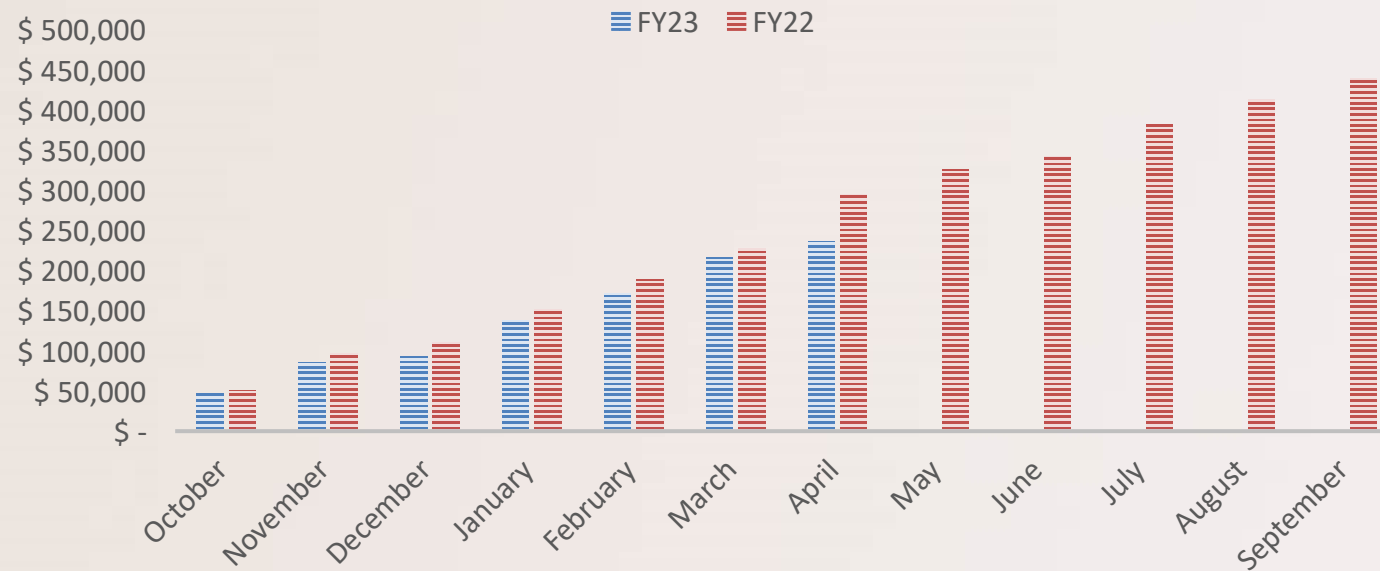
Drainage Fund



Drainage Fund					
	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22 % of Budget
Revenues	\$ 1,045,000	\$ 607,240	58%	\$ 617,078	60%
Expenditures	\$ 721,619	\$ 371,595	51%	\$ 321,706	46%
	\$ 323,381	\$ 235,645		\$ 295,372	

*58% of the year is completed

FY23 VS. FY22 CASH FLOW



Hotel Fund

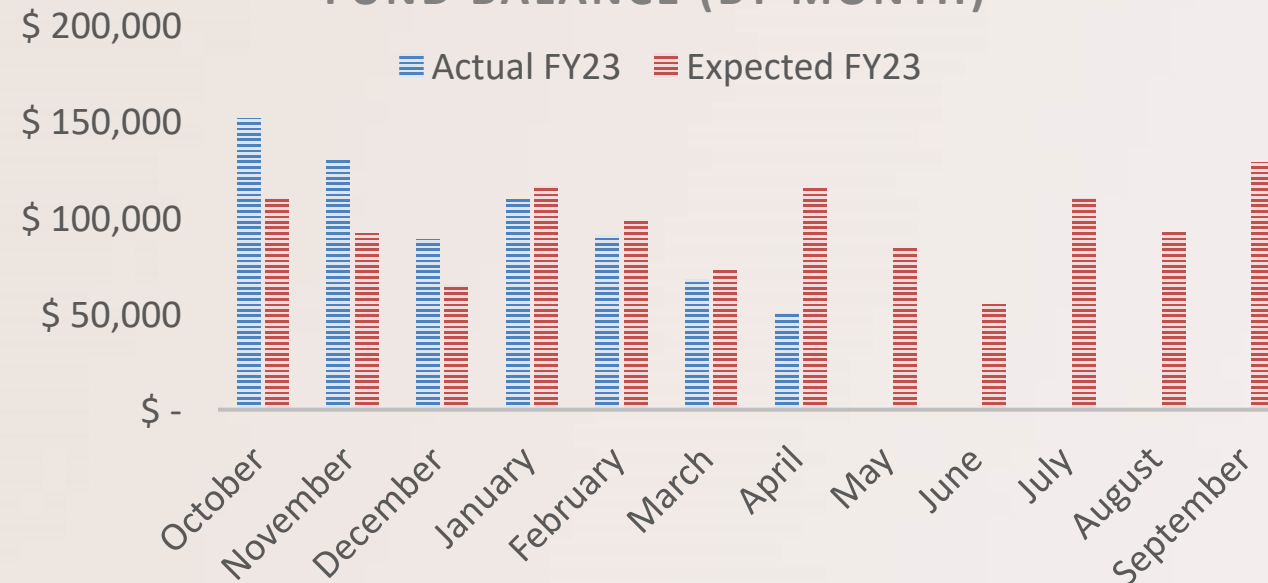


Hotel Fund

	FY23 Budget		FY23 YTD		% of Budget	FY22 YTD	
Revenues	\$	275,000	\$	100,637	37%	\$	100,078
Expenditures	\$	273,569	\$	212,673	78%	\$	143,193
	\$	1,431	\$	(112,037)		\$	(43,114)

*58% of the year is completed

EXPECTED FUND BALANCE VS. ACTUAL FUND BALANCE (BY MONTH)



Debt Service Fund



Debt Service Fund						
	FY23 Budget		FY23 YTD		% of Budget	
Revenues	\$	608,660	\$	597,562	98%	\$ 602,499
Expenditures	\$	769,010	\$	749,110	97%	\$ 745,485
	\$	(160,350)	\$	(151,548)		\$ (142,986)

*58% of the year is completed

PROPERTY TAX BACKED DEBT SERVICE (BONDS AND PUBLIC SAFETY VEHICLE LEASES)



Monthly Financial Report - April 2023

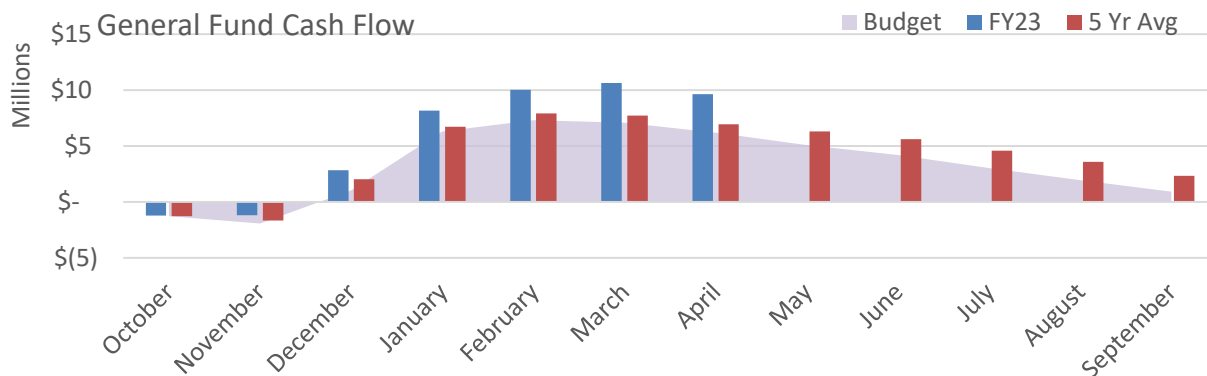
General Fund

% of year Completed 58%

% of Budget Spent 54%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$ 26,227,785	\$ 23,357,199	89%	\$ 21,860,923	85%
Expenditures	\$ 25,297,424	\$ 13,731,777	54%	\$ 14,398,632	57%
	\$ 930,361	\$ 9,625,421		\$ 7,462,291	

Through April, the fund has collected 89% of its budgeted revenues and spent 54% of budgeted expenditures, yielding a year-to-date surplus of \$9.6m. The increase over last year's surplus is due to the City's elimination of the \$1.5m transfer from the General Fund into the Capital Projects Fund, which typically occurred in December. This \$1.5m was reallocated to increased personnel costs and will be expensed more evenly throughout the year. As the graph below shows, we expected April to begin our declining surplus this fiscal year, with similar monthly spend downs through the end of the fiscal year. Sales and franchise tax revenue are showing strong increases over last year, while all non-transfer related spending is on track.



General Fund Highlights

Revenue (FY23/FY22)

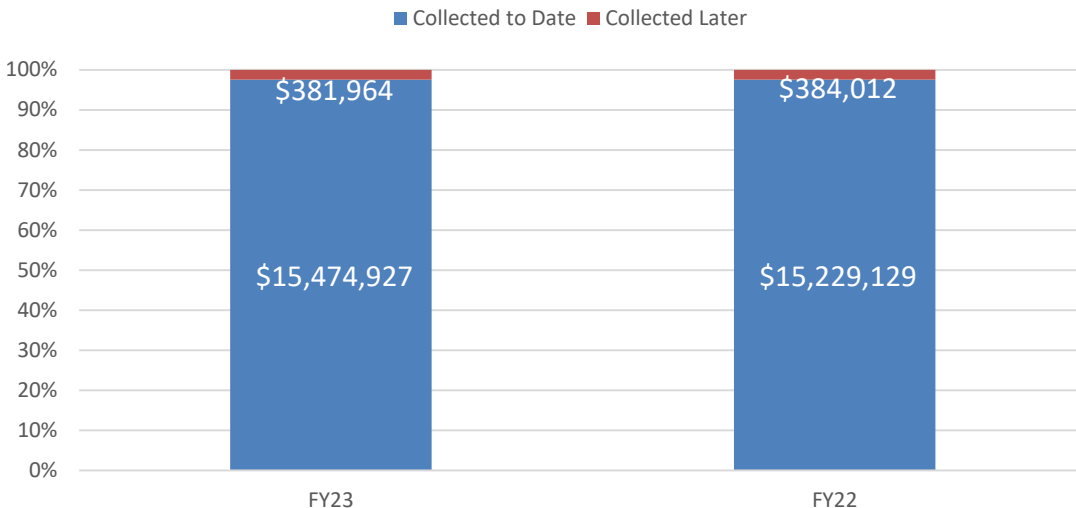
Property Tax	+ \$246k	Sales Tax	+ \$110k	Franchise Tax	+ \$318k
Licenses	-\$67k	Other Revenue	+ \$896k	Total Rev	+ \$1,503k

Expenditures (FY23/22)

Personnel	+ \$492k	Contractual	+ \$412k	Supplies	-\$31k
Capital	-\$40k	Transfers	-\$1,500k	Total Exp	-\$667k

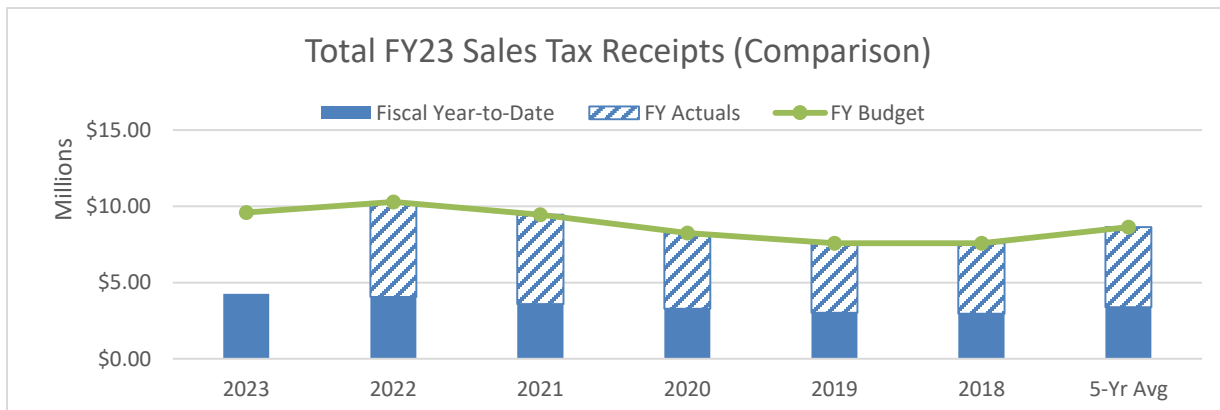
Monthly Financial Report - April 2023

Revenue Highlight: Property Tax



Colleyville anticipates receiving \$15.85m in General Fund property tax this year, which represents about a 1.5% increase from FY22. As with the previous four years, this increase comes from taxes off of new property, as opposed to increased taxes on existing property inside the City. Per Council direction, Colleyville's FY23 budget has been balanced using the no-new-revenue tax rate, which is designed to keep residents' tax bills to Colleyville largely the same from year-to-year.

Revenue Highlight: Sales Tax



MTD Increase

↓ -1.5%

YTD Increase

↑ 3.9%

The City's fourth sales tax collection for FY23 (representing sales made in March) came in this month and it showed a small decrease of 1.5% over last March, which is a small reversal from what we've seen so far this year. Regardless, we are still up year-over-year, and the total year-to-date increase of 3.9% yields an additional \$200,000 to the City. With sales tax having grown a total of 25%, or from \$8.5m in 2020 to a record-high \$10.29m in the last year, any flat or increasing sales tax is fantastic for the City and indicative that our recent high gains will sustain. To some degree a similar trajectory has been seen across both the State's collections as well as our neighbors.

Monthly Financial Report - April 2023

% of year Completed 58%

Water/Sewer Utility Fund

% of Budget Spent 44%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$ 19,832,854	\$ 11,198,852	56%	\$ 9,137,939	52%
Expenditures	\$ 19,832,854	\$ 8,806,178	44%	\$ 7,125,536	40%
	\$ -	\$ 2,392,674		\$ 2,012,403	

Breakout of City's revenues/expenses from those related to the Trinity River Authority:

*TRA Revenue/Expense Summary			City Revenue/Expense Summary		
	FY23 Budget	FY23 YTD		FY23 Budget	FY23 YTD
Revs	\$ 15,878,131	\$ 8,817,345	Revs	\$ 3,954,723	\$ 2,381,507
Exps	\$ 15,428,131	\$ 6,420,998	Exps	\$ 3,954,723	\$ 2,385,180
Net	\$ 450,000	\$ 2,396,347	Net	\$ -	\$ (3,673)

The Utility Fund has collected 56% of its budgeted revenue and spent 44% of its budgeted expenses, which is a little higher than FY22. As the summary above shows, all of our surplus is coming from our relationship with the Trinity River Authority, with the City's direct revenues being outpaced by its direct expenses for this period. This is due to our annual interfund administrative services payment to the General Fund being processed in January. As the year progresses, our revenue will catch up and pull this deficit into a surplus. On the other side of the coin, our relationship with the T.R.A. has resulted in a substantial surplus due to the City being underbilled for water usage in October and November. Additionally, the Authority processed its annual "true-up" for the City, which either issues a refund or demands an additional payment based on the previous year's fiscal activity and water use. Colleyville typically receives a refund during this process, and FY23 was no exception. In fact, it was determined the City was owed \$1.6m in invoiced payments that were ultimately unneeded. As with every year, this surplus cash will be moved to our capital projects spending at year's end.

Annual Trinity River Authority True-Up

The Trinity River Authority is the water/wastewater provider used by Colleyville and several other local cities. Each year, the Authority apportions its operating budget among its customer cities based on projected water usage. After the year concludes, the Authority "true up" its actual expenditures with its actual revenues. In the event there is a shortfall, the Authority will charge its customer cities an additional amount. If there is a surplus, the Authority issues prorated refunds to each customer city.

Expenditures (FY23/22)

Personnel		Mostly TRA costs ↓			
	+ \$113k	Contractual	+ \$1,574k	Supplies	-\$10k
					
Capital	-\$17k	Transfers	+ \$21k	Total Exp	+ \$1,681k
					

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 - April 2023

% of year Completed 58%

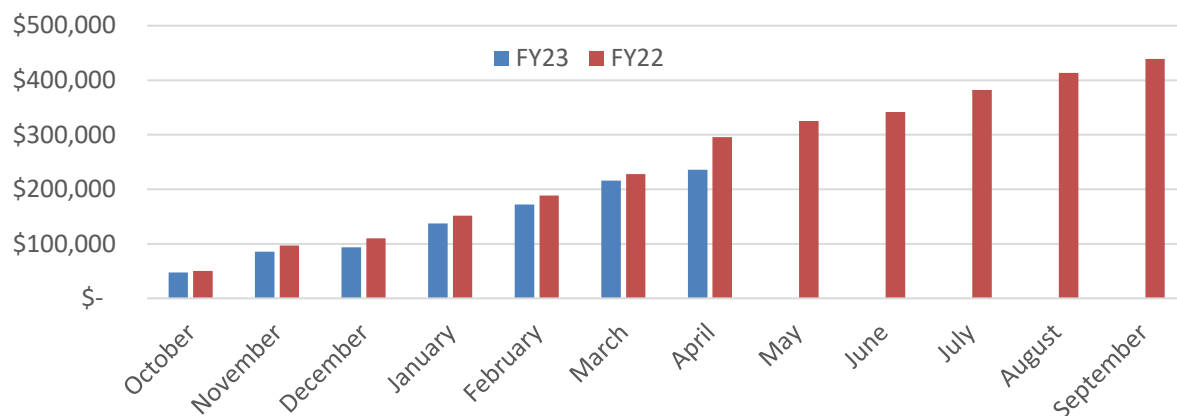
Drainage Utility Fund

% of Budget Spent 51%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$1,045,000	\$ 607,240	58%	\$ 617,078	60%
Expenditures	\$ 721,619	\$ 371,595	51%	\$ 321,706	46%
	\$ 323,381	\$ 235,645		\$ 295,372	

To date, the Drainage Utility Fund has received 58% of its revenue and spent 51% of its expenditures. This fund's cash flow is lower than the previous year, with a surplus of about \$235,000 as opposed to \$295,000 last year. The trajectory for the remainder of the year is anticipated to mirror the past two years pretty closely. Historically, drainage fee revenues tended to average at 1.2% higher than the previous fiscal year. However, as the City reaches build out these revenues tend to be more stable from year to year. Per policy, any year-end surplus will be moved for use on the City's capital improvement plan.

FY23 vs. FY22 Cash Flow



Drainage Fund Operation Highlights

Revenue - Drainage Fees

FY23/FY22 ➡ -0.2%

FY23/5-Yr Avg ↑ 0.9%

Expenditures (FY23/22)

Personnel	+ \$46k
Supplies	+ \$9k
Debt Service	\$0k

Contractual	-\$5k
Capital/Xfers	\$0k
Total Exp.	+ \$50k

Note: this fund's debt service is has been retired as of fiscal year 2021.

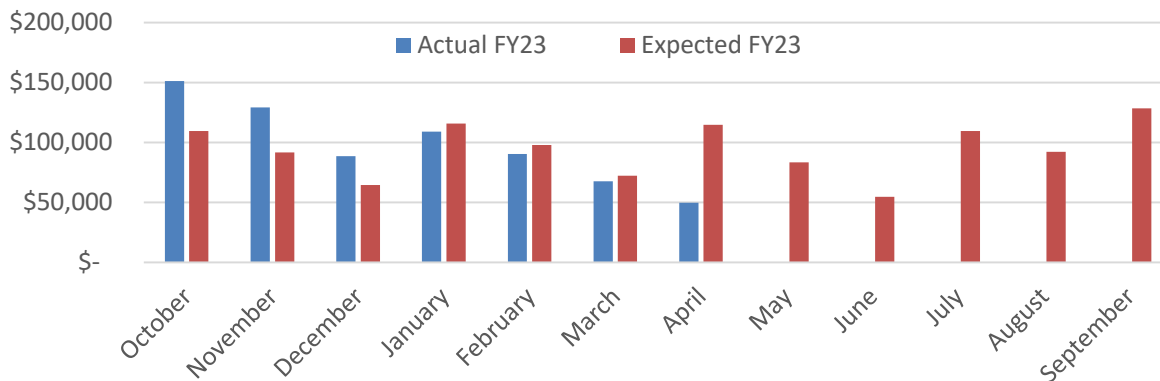
Monthly Financial Report - April 2023

Hotel Tax Fund % of year Completed 58%
 % of Budget Spent 78%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22 % of Budget
Revenues	\$ 275,000	\$ 100,637	37%	\$ 100,078	40%
Expenditures*	\$ 273,569	\$ 212,673	78%	\$ 143,193	58%
	\$ 1,431	\$ (112,037)		\$ (43,114)	

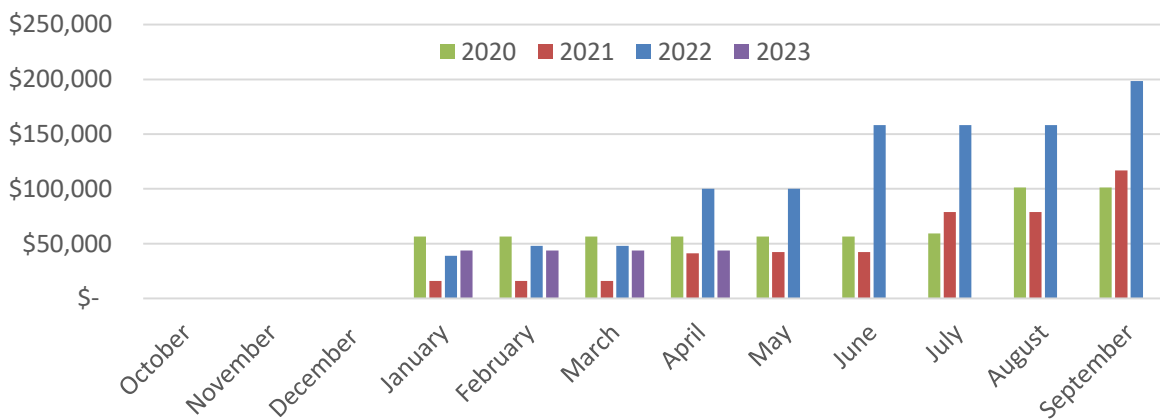
COVID-related economic disruptions obviously took a toll on any travel-related revenues in the last few years, but the Hotel Occupancy Tax Fund has kept a strong fund balance. While travel activities are on the rise and revenue in this fund has been making a comeback, this year's first two quarters receipts mirror the same period in FY22. Staff had planned on a significant increase in total receipts this year, and so we will likely need to reallocated some expenses from here in FY24. Fund balance as of the end of this quarter is sitting right at \$50,000, and we expect another revenue payment coming within a month. Costs funded out of here include personnel related directly to advertising the city as well as Colleyville Center costs and some special events.

Expected Fund Balance vs. Actual Fund Balance (by month)



Hotel Tax Performance

FY22 Revenue vs. History

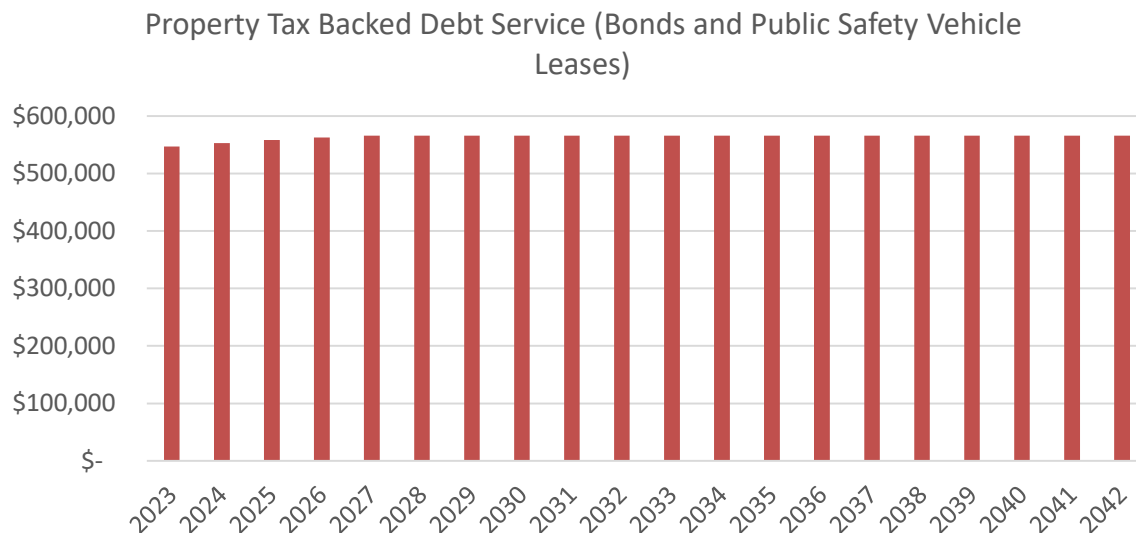


Monthly Financial Report - April 2023

Debt Service Fund % of year Completed 58%
 % of Budget Spent 97%

	FY23 Budget	FY23 YTD	% of Budget	FY22 YTD	FY22% of Budget
Revenues	\$ 608,660	\$ 597,562	98%	\$ 602,499	96%
Expenditures*	\$ 769,010	\$ 749,110	97%	\$ 745,485	91%
	\$ (160,350)	\$ (151,548)		\$ (142,986)	

Being predominately funded through property taxes, the Debt Service fund has received the majority of its revenue for the 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 April's figures, the fund is running a deficit of about \$151,000. We won't see any further expenses here until August, when our second interest payments are due on our bond issues. The most recent issue, taken out in December 2022, includes a large interest payment of \$309,000 to be paid this year. Together with our 2016 refunding issue, we can expect additional expenses of almost \$325,000 in this fund before the year is over. This increase was planned in December, and the fund's balance should end the year at around \$450,000. The City's current outstanding bonds are on schedule to be paid off in 2027, and the new 2023 \$10m issue is structured to be callable in 2030. All bond payments are scheduled as follows:



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 BRIEFING

Agenda Number 9a

Agenda Date 5/16/2023

Number Ordinance O-23-2240

Type Ordinance

Department Fire

Title

Amending Ordinance O-21-2181 by amending and restating the local amendments to the 2018 International Fire Code adopted therein

Explanation

First Reading and Public Hearing

At the January 3, 2023 City Council Worksession, staff provided a presentation discussing fire suppression requirements for residential and commercial properties in the City. Following City Council discussion, staff was directed to move forward to repeal the fire suppression requirement from the ordinance.

Exhibit A of the proposed ordinance provides for the amendment to fire suppression requirements as directed by City Council.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Ordinance O-23-2240

ORDINANCE O-23-2240

AMENDING ORDINANCE O-21-2181 BY AMENDING AND RESTATING THE LOCAL AMENDMENTS TO THE 2018 INTERNATIONAL FIRE CODE ADOPTED THEREIN; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Colleyville, pursuant to Ordinance O-21-2181 adopted the 2018 Edition of the International Fire Code (the "IFC") and local amendments thereto to provide for the safety of the citizens of Colleyville; and

WHEREAS, the City Council desires to amend and restate the previously adopted local amendments to the IFC, providing for updated regulations governing automatic sprinkler systems for one- and two-family residential structures.

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

- Sec. 1. THAT the City Council hereby amends Ordinance O-21-2181, by replacing Exhibit B thereto in its entirety with the First Amended and Restated Amendments to the 2018 International Fire Code attached hereto and incorporated herein as Exhibit "A".
- Sec. 2. THAT this ordinance shall be cumulative of all provisions of ordinances of the City of Colleyville, Texas, except where provisions of this ordinance are in direct conflict with the provisions of another ordinance, in which event the conflicting provisions of the other ordinance are hereby repealed.
- Sec. 3. THAT the provisions of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since they would have been enacted by the City Council without the incorporation in this ordinance of the unconstitutional phrase, clause, sentence, paragraph, or section.
- Sec. 4. THAT any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be

fined not more than Two Thousand Dollars (\$2,000.00) for all violations involving zoning, fire safety or public health and sanitation, including dumping or refuse, and shall be fined not more than five hundred dollars (\$500) for all other violations of this ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.

- Sec. 5. 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 where the law in such cases so provides.
- Sec. 6. THAT all rights and remedies of the City of Colleyville are expressly saved as to any and all violations of the provisions of Ordinance O-21-218 or any other ordinances affecting the City's code which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.
- 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 16th day of May 2023.

The second reading and public hearing being conducted on the 6th day of June 2023.

PASSED AND APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 6TH DAY OF JUNE 2023.

Mayor Bobby Lindamood

Brandi Elder, Place 1

Scotty Richardson, Place 3

Chuck Kelley, Place 5

George Bond, Place 2

Ben Graves, Place 4

Callie Rigney, Place 6

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

EXHIBIT A

First Amended and Restated Amendments to the 2018 International Fire Code

[as amended by Ordinance O-23-2240]

The following sections, paragraphs, and sentences of the 2018 International Fire Code (IFC) are hereby amended as follows: Standard type is text from the IFC. Underlined type is text inserted. ~~Lined through type is deleted text from IFC.~~ A double asterisk (**) at the beginning of a section identifies an amendment carried over from the 2015 edition of the code and a triple asterisk (***) identifies a new or revised amendment with the 2018 code.

****Section 102.1; change #3 to read as follows:**

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

(Reason: To clarify that there are other provisions in the fire code applicable to existing buildings that are not located in Chapter 11, including but not limited to Section 505 Premises Identification.)

****Section 105.3.3; change to read as follows:**

105.3.3 Occupancy Prohibited before Approval. The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.

(Reason: For clarity to allow for better understanding in areas not requiring such permits, such as unincorporated areas of counties. This amendment may be struck by a city.)

****Section 105.7; add Section 105.7.26 to read as follows:**

105.7.26 Electronic access control systems. Construction permits are required for the installation or modification of an electronic access control system, as specified in Chapter 10. A separate construction permit is required for the installation or modification of a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

(Reason: Adds construction permit requirements for electronic access control systems affecting access and/or egress to ensure proper design and installation of such systems. These changes reflect local practices of municipalities in this region.)

****Section 202; amend and add definitions to read as follows:**

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

- Dialysis centers
- Procedures involving sedation
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

(Reason: to clarify the range of uses included in the definition)

**** [B] ATRIUM.** An opening connecting ~~two~~ three or more stories... *{remaining text unchanged}*

(Reason: Accepted practice in the region based on legacy codes. IBC Section 1009 permits unenclosed two story stairways under certain circumstances.)

**** [B] DEFEND IN PLACE.** A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

(Reason: Added from International Building Code (IBC) definitions for consistency in interpretation of the subject requirements pertaining to such occupancies.)

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

(Reason: Clearly defines options to the fire department for providing a fire watch.)

****FIREWORKS.** Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration, or detonation, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.3G fireworks or 1.4G fireworks. ... *{Remainder of text unchanged}*...

(Reason: Increased safety from fireworks related injuries.)

****HIGH-PILED COMBUSTIBLE STORAGE.** *add a second paragraph to read as follows:*

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

(Reason: To provide protection for worst-case scenario in flexible or unknown situations.)

****HIGH-RISE BUILDING.** A building with an occupied floor located more than ~~75~~ 55 feet (~~22-860~~ 16 764 mm) above the lowest level of fire department vehicle access.

(Reason: Allows for additional construction safety features to be provided, based on firefighting response capabilities.)

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

(Reason: To further clarify types of service work allowed in a repair garage, as well as to correspond with definition in the IBC.)

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

(Reason: To provide a definition that does not exist in the code.)

****STANDBY PERSONNEL.** Qualified fire service personnel, approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated

by the jurisdiction.

(Reason: To provide a definition that does not exist in the code for fire watch accommodations as required by the jurisdiction.)

****UPGRADED OR REPLACED FIRE ALARM SYSTEM.** A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

(Reason: This is referenced in several places, but the wording of “upgraded or replaced” is somewhat ambiguous and open to interpretation. Defining it here allows for consistent application across the region.)

****Section 307.1.1; change to read as follows:**

****Section 307.1.1; change to read as follows:**

307.1.1 Prohibited Open Burning. Open burning shall be prohibited that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

Exception: {No change.}

(Reason: To further protect adjacent property owners/occupants from open burning and/or smoke emissions from open burning.)

****Section 307.2; change to read as follows:**

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

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

1. Texas Commission on Environmental Quality (TCEQ) guidelines and/or restrictions.
2. State, County, or Local temporary or permanent bans on open burning.
3. Local written policies as established by the *fire code official*.

(Reason: Amendments to 307.2, 307.4, 307.4.3, and 307.5 better explain current requirements and recognize that jurisdictions have local established policies that best fit their environments.)

****Section 307.3; change to read as follows:**

307.3 Extinguishment Authority. ~~When open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order the extinguishment of the open burning operation.~~ The fire code official is authorized to order the extinguishment by the permit holder, another person responsible or the fire department of open burning that creates or adds to a hazardous or objectionable situation.

(Reason: Provides direction as to responsible parties relative to extinguishment of the subject open burning.)

****Section 307.4; change to read as follows:**

307.4 Location. The location for open burning shall not be less than 50 300 feet (15-240 91 440 mm) from

any structure, and provisions shall be made to prevent the fire from spreading to within 50 300 feet (15-240 91 440 mm) of any structure.

Exceptions: {No change.}

(Reason: To increase the separation distance thereby increasing the safety to adjacent properties, as per applicable TCEQ rules and regulations regarding outdoor burning.)

****Section 307.4.3, Exceptions; add exception #2 to read as follows:**

Exceptions:

2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system.

(Reason: To reflect similar allowances for open-flame cooking in these same locations.)

****Section 307.4.4 and 5; add section 307.4.4 **Section 307.4.4 and 307.4.5; change to read as follows:**

307.4.4 Permanent Outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Building Code.

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

(Reason: To provide a greater level of safety for this potentially hazardous fire exposure condition. Decrease in separation distance allowed for outdoor firepits due to permanent nature of construction having substantial securement.)

****Section 307.5; change to read as follows:**

307.5 Attendance. Open burning, trench burns, bonfires, recreational fires, and use of portable outdoor fireplaces shall be constantly attended until the... *{Remainder of section unchanged}*

(Reason: Adds attendance for trench burns based on previous amendment provision for such.)

****Section 308.1.4; change to read as follows:**

308.1.4 Open-flame Cooking Devices. ~~Charcoal burners and other~~ Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be operated-located or used on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 pounds (5 containers).
2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers).
3. {No change.}

(Reason: Decrease fire risk in multi-family dwellings and minimizes ignition sources and clarify allowable limits for 1 & 2 family dwellings, and allow an expansion for sprinklered multi-family uses. This amendment adds clarification and defines the container size allowed for residences.)

****Section 308.1.6.2, Exception #3; change to read as follows:**

Exceptions:

3. Torches or flame-producing devices in accordance with Section 308.4 308.1.3.

(Reason: Section identified in published code is inappropriate.)

****Section 308.1.6.3; change to read as follows:**

308.1.6.3 Sky Lanterns. A person shall not release or cause to be released an ~~untethered~~ unmanned free-floating device containing an open flame or other heat source, such as but not limited to a sky lantern.

(Reason: Eliminates the potential fire hazard presented by utilization of such devices and the potential accidental release of such devices.)

****Section 311.5; change to read as follows:**

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

(Reason: There may be situations where placarding is not desired or necessary; also clarifies intent that it is not the fire code official's responsibility to provide the placard.)

****Section 403.5; change Section 403.5 to read as follows:**

403.5 Group E Occupancies. An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group E occupancies and for buildings containing both a Group E occupancy and an atrium. A diagram depicting two evacuation routes shall be posted in a conspicuous location in each classroom. Group E occupancies shall also comply with Sections 403.5.1 through 403.5.3.

(Reason: The diagrams are intended to assist with egress in such occupancies – specifically, the primary teacher is not always present to assist children with egress. Also, such will help reinforce evacuation drill requirements.)

****Section 404.2.2; add Number 4.10 to read as follows:**

4.10 Fire extinguishing system controls.

(Reason: The committee believed this information could be of great help to such plans to facilitate locating sprinkler valves to minimize water damage, for instance.)

****Section 405.4; change Section 405.4 to read as follows:**

405.4 Time. The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

(Reason: This change clarifies who may require a fire or evacuation drill).

****Section 501.4; change to read as follows:**

501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure. , ~~such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2.~~

(Reason: Reflects current practice in the region relative to ensuring fire department and EMS access during

construction, which can be a time of increased frequency for emergency incidents.)

****Section 503.1.1; add sentence to read as follows:**

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

(Reason: Recognizes that the hose lay provision can only be measured along a pathway that is wide enough for fire fighter access.)

****Section 503.2.1; change to read as follows:**

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than ~~20-24 feet (6096 mm 7315 mm)~~, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than ~~13 feet 6 inches (4115 mm)~~ 14 feet (4267 mm).

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance when approved.

(Reason: Amendments to 503.2.1 and 503.2.2 recognize that the equipment now used in firefighting is increasing in size. The code already recognizes that larger dimensions may be required under Section 503.2.2. The amendments are to standardize the dimensions for this area. With the increase in fire apparatus size, this will allow for the passage of two fire apparatus during a fire or EMS emergency.)

****Section 503.2.2; change to read as follows:**

503.2.2 Authority. The fire code official shall have the authority to require an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations.

(Reason: Amendments to 503.2.1 and 503.2.2 recognize that the equipment now used in firefighting is increasing in size. The code already recognizes that larger dimensions may be required under Section 503.2.2. The amendments are to standardize the dimensions for this area. With the increase in fire apparatus size, this will allow for the passage of two fire apparatus during a fire or EMS emergency.)

****Section 503.2.3; change Section 503.2.3 to read as follows:**

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support imposed loads of 80,000 Lbs. for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

(Reason: To address the current size of fire trucks in use – figure derived from DOT requirements for waiver of vehicle exceeding such weight.)

****Section 503.3; change to read as follows:**

503.3 Marking. Where required by the fire code official, ~~approved signs or other approved notices or markings that include the words NO PARKING – FIRE LANE~~ Striping, signs, or other markings, when approved by the fire code official, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. ~~The means by which fire lanes are designated~~ Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12"

wide and 18" high. Signs shall be painted on a white background with letters and borders in red, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

(Reason: Establishes a standard method of marking and reflects local long-standing practices.)

****Section 503.4; change to read as follows:**

503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

(Reason: As originally worded, the section implied that vehicles could be parked in the marked fire lane and not be in violation if the minimum width is still maintained. Current accepted enforcement practice is to require the entire marked fire lane to be maintained clear and unobstructed.)

****Section 505.1; change to read as follows:**

****Section 505.1; change to read as follows:**

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained.

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3 ½ inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

(Reason: To increase the minimum addressing requirements for commercial properties and establish a minimum for single-family residential properties. Such improves legibility of these signs which are critical to emergency response in a more timely manner.)

****Section 507.4; change to read as follows:**

507.4 Water Supply Test Date and Information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants" and within one year of sprinkler plan submittal. The *fire code official* shall be notified prior to the water supply test. Water supply tests shall be witnessed by the *fire code official*, as required or approved documentation of the test shall be provided to the *fire code official* prior to final approval of the water supply system. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the fire code official. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

(Reason: Clarifies intent of the test to ensure contractor accounts for water supply fluctuations.)

****Section 507.5.4; change to read as follows:**

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

(Reason: Additional guidance based on legacy language to ensure these critical devices are available in an emergency incident.)

****Section 509.1.2; add new Section 509.1.2 to read as follows:**

509.1.2 Sign Requirements. Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the *fire code official*. The letters shall be of a color that contrasts with the background.

(Reason: Provides direction as to appropriate sign criteria to develop local and regional consistency in this regard.)

*****Section 603.3.2 and 603.3.2.1; change to read as follows:**

603.3.1 Fuel oil storage in outside, above-ground tanks. Where connected to a fuel-oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57.

603.3.2 Fuel oil storage inside buildings. Fuel oil storage inside buildings shall comply with Sections 603.3.2.1 through 603.3.2.5 or and Chapter 57.

603.3.2.1 Quantity limits. One or more fuel oil storage tanks containing Class II or III *combustible liquid* shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

1. 660 gallons (2498 L) in unsprinklered buildings, where stored in a tank complying with UL 80, UL 142 or UL 2085 for Class III liquids, and also listed as a double-wall/secondary containment tank for Class II liquids.
2. 1,320 gallons (4996 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in a tank complying with UL 142 or UL 2085 as a double-wall/secondary containment tank.
3. 3,000 gallons (11 356 L) where stored in protected above-ground tanks complying with UL 2085 and Section 5704.2.9.7 and the room is protected by an *automatic sprinkler system* in accordance with Section 903.3.1.1.

(Reason: Issues addressed by Chapter 57, such as venting to outside of buildings, remote fill to outside of building, overfill protection, physical protection, etc., are not included in Section 603.3, so compliance with Chapter 57 is also required. The Board determined that fuel storage in such tanks inside of buildings is commonly in double-wall tanks, and that this inherent leak protection was prudent in order to allow these quantities of combustible liquids to be stored inside a building for such purpose.)

****Section 807.5.2.2 and 807.5.2.3; change to read as follows:**

807.5.2.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.2.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached.

Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

(Reason: This change allows an increase in wall coverage due to the presence of sprinklers. Also provides additional guidance relative to fire resistance requirements in these areas.)

****Section 807.5.5.2 and 807.5.5.3; change to read as follows:**

807.5.5.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.5.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

(Reason: This change allows an increase in wall coverage due to the presence of sprinklers. Also provides additional guidance relative to fire resistance requirements in these areas.)

*****Section 901.6.1; add Section 901.6.1.1 to read as follows:**

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the fire code official) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.
3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the fire code official.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (fire code official) shall be followed.

7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
9. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

(Reason: Increases the reliability of the fire protection system and re-emphasizes the requirements of NFPA 25 relative to standpipe systems, as well as ensuring that FDC connections are similarly tested/maintained to ensure operation in an emergency incident.)

****Section 901.6.4; add Section 901.6.4 to read as follows:**

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

(Reason: Places the responsibility on the business or property owner to maintain their fire alarm systems in approved condition. Allows the enforcement of "prohibition of false alarms". Replaces text lost from the legacy codes that helps to ensure the maintenance of life safety systems.)

****Section 901.7; change to read as follows:**

901.7 Systems Out of Service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved fire watch* shall be provided for all occupants left unprotected by the shut down until the *fire protection system* has been returned to service. ... {Remaining text unchanged}

(Reason: Gives fire code official more discretion with regards to enforcement of facilities experiencing nuisance alarm or fire protection system activations necessitating correction/repair/replacement. The intent of the amendment is to allow local jurisdictions to enforce fire watches, etc., where needed to ensure safety of occupants where fire protection systems are experiencing multiple nuisance activations.)

****Section 903.1.1; change to read as follows:**

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

(Reason: Such alternative systems do not provide the reliability of automatic sprinkler protection. Most gaseous type systems are highly susceptible to open doors, ceiling or floor tile removal, etc. However, an applicant could pursue an Alternate Method request to help mitigate the reliability issues with these alternative systems with the fire code official if so desired, or there may be circumstances in which the fire code official is acceptable to allowing an alternate system in lieu of sprinklers, such as kitchen hoods or paint booths.)

****Section 903.2.8; change to read as follows:**

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area, excluding Group R-3 occupancies.

(Reason: Amendment carried forward from previous codes; further amended to exempt Group R-3 residential structures)

****Section 903.2.8.1; change to read as follows:**

903.2.8.1 Group R-3 An automatic sprinkler system installed in accordance with Section 903-3-1-3 shall be permitted in Group R-3 occupancies. An automatic sprinkler system shall be encouraged but not required for Group R-3 occupancies, unless determined otherwise in the discretion of the code official.

****Section 903.2; add paragraph to read as follows and delete the exception:**

Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

(Reason: Firefighter and public safety. This amendment eliminates the shunt trip requirement of the International Building Code Section 3005.5 for the purpose of elevator passenger and firefighter safety. This amendment is contingent on the Building Code amendment eliminating the Exceptions to Section 3005.4, such that passive fire barriers for these areas are maintained. The exception deletion is due to the fact that such telecom areas pose an undue fire risk to the structural integrity of the building.)

****Section 903.2.9; add Section 903.2.9.3 to read as follows:**

903.2.9.3 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

(Reason: Fire departments are unable to inspect these commercial occupancies and are unaware of the contents being stored. Previous allowance to separate units by fire barriers is difficult to enforce maintenance after opening.)

****Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:**

903.2.11.3 Buildings 55 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories with an occupant load of 30 or more, other than penthouses in compliance with Section 1510 of the *International Building Code*, located 55 35 feet (46-764 10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exceptions:

1. Open parking structures in compliance with Section 406.5 of the *International Building Code*, having no other occupancies above the subject garage.
2. Occupancies in Group F-2. 2. Occupancies in Group R-3.

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

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

903.2.11.9 Buildings Over 6,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater and in all existing buildings that are enlarged to be 6,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exceptions:

1. Open parking structures in compliance with Section 406.5 of the *International Building Code*.
2. Occupancies in Group R-3.

(Reason: Provides jurisdictions options as to their desired level of sprinkler protection based on multiple factors including firefighting philosophies/capabilities.)

****Section 903.3.1.1.1; change to read as follows:**

903.3.1.1.1 Exempt Locations. When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such ... {text unchanged}... because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. In rooms or areas that are of noncombustible construction with wholly noncombustible contents.
5. Fire service access Elevator machine rooms, and machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
6. {Delete.}

(Reason: Gives more direction to code official. Exception 4 deleted to provide protection where fire risks are poorly addressed. Amendment 903.2 addresses Exception 5 above relative to the elimination of sprinkler protection in these areas to avoid the shunt trip requirement.)

*****Section 903.3.1.2.3; delete section and replace as follows:**

[F] Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system, excluding attics in Group R-3 occupancies.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
 - 4.1. Provide automatic sprinkler system protection.
 - 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
 - 4.3. Construct the attic using noncombustible materials.
 - 4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the *International Building Code*.
 - 4.5. Fill the attic with noncombustible insulation.

(Reason: Attic protection is required due to issues with fire exposure via soffit vents, as well as firefighter safety. Several jurisdictions indicated experience with un-protected attic fires resulting in displacement of all building occupants. NFPA 13 provides for applicable attic sprinkler protection requirements, as well as exemptions to such, based on noncombustible construction, etc. Attached garages already require sprinklers via NFPA 13R – this amendment just re-emphasizes the requirement.)

****Section 903.3.1.3; change to read as follows:**

903.3.1.3 NFPA 13D Sprinkler Systems. When required by this code, automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4, Condition 1; and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

(Reason: To allow the use of the Plumbing section of the International Residential Code (IRC) and recognize current state stipulations in this regard.)

****Section 903.3.2; change to read as follows**

903.3.2 Quick-response and residential sprinklers.

Where automatic sprinkler systems are required by this code, quick-response or residential automatic sprinklers shall be installed in all of the following areas in accordance with Section 903.3.1 and their listings:

- 1. Throughout all spaces within a smoke compartment containing care recipient sleeping units in Group I-2 in accordance with the International Building Code.*
- 2. Throughout all spaces within a smoke compartment containing treatment rooms in ambulatory care facilities.*
- 3. Dwelling units and sleeping units in Group I-1 and R-1, R-2 and R-4 occupancies (automatic sprinkler systems shall be encouraged but not required for R-3 occupancies, unless otherwise determined by the code official).*
- 4. Light-hazard occupancies as defined in NFPA.*

(Reason: Residential automatic sprinklers shall be recommended for dwelling and sleeping units in R-3 occupancies, but not required.)

****Section 903.3.1.4; add to read as follows:**

[F] 903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, pre-action, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

(Reason: In the last few years, severe winters brought to light several issues with current practices for sprinklering attics, not the least of which was wet-pipe sprinklers in ventilated attics provided with space heaters, etc. for freeze protection of such piping. This practice is not acceptable for the protection of water-filled piping in a ventilated attic space as it does not provide a reliable means of maintaining the minimum 40 degrees required by NFPA, wastes energy, and presents a potential ignition source to the attic space. Listed antifreeze is specifically included because NFPA currently allows such even though there is no currently listed antifreeze at the time of development of these amendments. The intent of this amendment is to help reduce the large number of freeze breaks that have occurred in the past with water-filled wet-pipe sprinkler systems in the future, most specifically in attic spaces.)

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

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor. Reference Section 507.4 for additional design requirements.

(Reason: To define uniform safety factor for the region.)

****Section 903.4; add a second paragraph after the exceptions to read as follows:**

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

(Reason: To avoid significant water losses. Consistent with amendment to IFC 905.9.)

****Section 903.4.2; add second paragraph to read as follows:**

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

(Reason: Fire department connections are not always located at the riser; this allows the fire department faster access.)

****Section 905.2; change to read as follows:**

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

(Reason: To define manual dry standpipe supervision requirements. Helps ensure the integrity of the standpipe system via supervision, such that open hose valves will result in a supervisory low air alarm.)

*****Section 905.3; add Section 905.3.9 and exception to read as follows:**

905.3.9 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
2. R-2 occupancies of four stories or less in height having no interior corridors.

(Reason: Allows for the rapid deployment of hose lines to the body of the fire. Manual dry option added this edition.)

****Section 905.4, change Item 1, 3, and 5, and add Item 7 to read as follows:**

1. In every required ~~interior~~-exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.
2. {No change.}
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.
Exception: Where floor areas adjacent to an exit passageway are reachable from an ~~interior~~ exit stairway hose connection by a {remainder of text unchanged}
4. {No change.}
5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way a-hose connection shall be located to serve the roof or at the highest landing of an ~~interior~~ exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

(Reason: Item 1, 3, and 5 amendments to remove 'interior' will help to clarify that such connections are required for all 'exit' stairways, to ensure firefighter capabilities are not diminished in these tall buildings, simply because the stair is on the exterior of the building. Item 5 reduces the amount of pressure required to facilitate testing, and provides backup protection for fire fighter safety. Item 7 allows for the rapid deployment of hose lines to the body of the fire.)

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

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

(Reason: To avoid significant water losses. Consistent with amendment to IFC 903.4.)

****Section 907.1; add Section 907.1.4 and 907.1.4.1 to read as follows:**

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

(Reason: Provides for the ability of descriptive identification of alarms, and reduces need for panel replacement in the future. Updated wording to match the language of the new requirement at 907.5.2.3. Change of terminology allows for reference back to definitions of NFPA 72.)

****Section 907.2.1; change to read as follows:**

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies ~~where the~~ having an occupant load ~~due to the assembly~~ occupancy is of 300 or more persons, or where the Group A occupant load is more than 100 persons above or below the *lowest level of exit discharge*. Group A occupancies not separated from one another in accordance with Section 707.3.-10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: {No change.}

Activation of fire alarm notification appliances shall:

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

(Reason: Increases the requirement to be consistent with Group B requirement. Also addresses issue found in Group A occupancies of reduced lighting levels and other A/V equipment that distracts from fire alarm notification devices or reduces ability of fire alarm system to notify occupants of the emergency condition.)

****Section 907.2.3; change to read as follows:**

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

Exceptions:

1. {No change.}
- 1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.) {No change to remainder of exceptions.}

(Reason: To distinguish educational from day care occupancy minimum protection requirements. Further, to define threshold at which portable buildings are considered a separate building for the purposes of alarm systems. Exceptions provide consistency with State law concerning such occupancies.)

****Section 907.2.12, Exception 3; change to read as follows:**

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the International Building Code; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

(Reason: To indicate that enclosed areas within open air seating type occupancies are not exempted from automatic fire alarm system requirements.)

****Section 907.4.2; add Section 907.4.2.7 to read as follows:**

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

(Reason: Helps to reduce false alarms.)

****Section 907.6.1; add Section 907.6.1.1 to read as follows:**

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

(Reason: To provide uniformity in system specifications and guidance to design engineers. Improves reliability of fire alarm devices and systems.)

****Section 907.6.3; delete all four Exceptions.**

(Reason: To assist responding personnel in locating the emergency event for all fire alarm systems. This is moved from 907.6.5.3 in the 2012 IFC and reworded to match new code language and sections.)

****Section 907.6.6; – add sentence at end of paragraph to read as follows:**

See 907.6.3 for the required information transmitted to the supervising station.

(Reason: To assist responding personnel in locating the emergency event for all fire alarm systems. This is moved from 907.6.5.3 in the 2012 IFC and reworded to match new code language and sections.)

****Section 909.22; add to read as follows:**

909.22 Stairway or Ramp Pressurization Alternative. Where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and the stair pressurization alternative is chosen for compliance with Building Code requirements for a smokeproof enclosure, interior exit stairways or ramps shall be pressurized to a minimum of 0.10 inches of water (25 Pa) and a maximum of 0.35 inches of water (87 Pa) in the shaft relative to the building measured with all interior exit stairway and ramp doors closed under maximum anticipated conditions of stack effect and wind effect. Such systems shall comply with Section 909, including the installation of a separate fire-fighter's smoke control panel as per Section 909.16, and a Smoke Control Permit shall be required from the fire department as per Section 105.7.

909.22.1 Ventilating equipment. The activation of ventilating equipment for the stair or ramp pressurization system shall be by smoke detectors installed at each floor level at an approved location at the entrance to the smokeproof enclosure. When the closing device for the stairway or ramp shaft and vestibule doors is activated by smoke detection or power failure, the mechanical equipment shall activate and operate at the required performance levels. Smoke detectors shall be installed in accordance with Section 907.3.

909.22.1.1 Ventilation Systems. Smokeproof enclosure ventilation systems shall be independent of other building ventilation systems. The equipment, control wiring, power wiring and ductwork shall comply with one of the following:

1. Equipment, control wiring, power wiring and ductwork shall be located exterior to the building and directly connected to the smokeproof enclosure or connected to the smokeproof enclosure by ductwork enclosed by not less than 2-hour fire barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
2. Equipment, control wiring, power wiring and ductwork shall be located within the smokeproof enclosure with intake or exhaust directly from and to the outside or through ductwork enclosed by not less than 2-hour barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.
3. Equipment, control wiring, power wiring and ductwork shall be located within the building if separated from the remainder of the building, including other mechanical equipment, by not less than 2-hour fire

barriers constructed in accordance with Section 707 of the Building Code or horizontal assemblies constructed in accordance with Section 711 of the Building Code, or both.

Exceptions:

1. Control wiring and power wiring utilizing a 2-hour rated cable or cable system.
2. Where encased with not less than 2 inches (51 mm) of concrete.
3. Control wiring and power wiring protected by a listed electrical circuit protective systems with a fire-resistance rating of not less than 2 hours.

909.21.1.2 Standby Power. Mechanical vestibule and stairway and ramp shaft ventilation systems and automatic fire detection systems shall be provided with standby power in accordance with Section 2702 of the Building Code.

909.22.1.3 Acceptance and Testing. Before the mechanical equipment is approved, the system shall be tested in the presence of the fire code official to confirm that the system is operating in compliance with these requirements.

(Reason: To assist with enforcement of such as a smoke control system, as per Section 909.6.3, especially since a permit is now specifically required for such systems in the Fire Code. Also ensures that a firefighter's override panel is provided as per 909.16 for such systems. The above amendment copies the applicable requirements for such systems from Section 909.20 of the Building Code into the Fire Code. Although the published code did copy the elevator pressurization requirements into the Fire Code, it did not copy over the stair pressurization requirements.)

****Section 910.2; change Exception 2. and 3.to read as follows:**

2. Only manual smoke and heat removal shall not be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall not be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m^*S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

(Reason: Allows the fire department to control the smoke and heat during and after a fire event, while still prohibiting such systems from being automatically activated, which is a potential detriment to the particular sprinkler systems indicated.)

****Section 910.2; add subsections 910.2.3 with exceptions to read as follows:**

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

(Reason: Maintains a fire protection device utilized in such occupancies where it is sometimes necessary to allow chemicals to burn out, rather than extinguish.)

****Section 910.3; add section 910.3.4 to read as follows:**

910.3.4 Vent Operation. Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 910.3.2.3.

910.3.4.1 Sprinklered buildings. Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically.

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

Exception: Manual only systems per Section 910.2.

910.3.4.2 Nonsprinklered Buildings. Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

Exception: Listed gravity-operated drop out vents.

(Reason: Amendment continues to keep applicable wording from prior to the 2012 edition of the IFC. Specifically, automatic activation criteria is no longer specifically required in the published code. Specifying a temperature range at which smoke and heat vents should activate in sprinklered buildings helps to ensure that the sprinkler system has an opportunity to activate and control the fire prior to vent operation.)

****Section 910.4.3.1; change to read as follows:**

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be manual or automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

(Reason: Makeup air has been required to be automatic for several years now in this region when mechanical smoke exhaust systems are proposed. This allows such systems to be activated from the smoke control panel by first responders without having to physically go around the exterior of the building opening doors manually. Such requires a significant number of first responders on scene to conduct this operation and significantly delays activation and/or capability of the smoke exhaust system.)

****Section 912.2; add Section 912.2.3 to read as follows:**

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

(Reason: To accommodate limited hose lengths, improve response times where the FDC is needed to achieve fire control, and improve ease of locating a fire hydrant in those situations also. Also, consistent with NFPA 14 criteria.)

****Section 913.2.1; add second paragraph and exception to read as follows:**

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

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

(Reason: This requirement allows fire fighters safer access to the fire pump room. The requirement allows access without being required to enter the building and locate the fire pump room interior access door during a fire event. The exception recognizes that this will not always be a feasible design scenario for some buildings, and as such, provides an acceptable alternative to protect the pathway to the fire pump room.)

****Section 914.3.1.2; change to read as follows:**

914.3.1.2 Water Supply to required Fire Pumps. In buildings that are more than 420 120 feet (37 m) in *building height*, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

(Reason: The 2009 edition of the IFC added this requirement based on a need for redundancy of the water supply similar to the redundancy of the power supply to the fire pumps required for such tall buildings, partially due to the fact that these buildings are rarely fully evacuated in a fire event. More commonly, the alarm activates on the floor of the event, the floor above and the floor below. Back-up power to the fire pump becomes critical for this reason. Certainly, the power is pointless if the water supply is impaired for any reason, so a similar requirement is provided here for redundant water supplies. The 2015 edition changes the requirement to only apply to very tall buildings over 420 ft. This amendment modifies/lowers the requirement to 120 ft., based on this same height requirement for fire service access elevators. Again, the language from the 2009 and 2012 editions of the code applied to any high-rise building. This compromise at 120 ft. is based on the above technical justification of defend-in-place scenarios in fire incidents in such tall structures.)

****Section 1006.2.2.7; Add Section 1006.2.2.7 as follows:**

1006.2.2.7 Electrical Rooms. For electrical rooms, special exiting requirements may apply. Reference the electrical code as adopted.

(Reason: Cross reference necessary for coordination with the NEC which has exiting requirements as well.)

****Section 1009.8; add the following Exception 7:**

Exceptions:

7. Buildings regulated under State Law and built in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and chapter 11.

(Reason: To accommodate buildings regulated under Texas State Law and to be consistent with amendments in Chapter 11.)

****Section 1010.1.9.5 Bolt Locks; amend exceptions 3 and 4 as follows:**

Exceptions:

3. Where a pair of doors serves an occupant load of less than 50 persons in a Group B, F, M or S occupancy. (Remainder unchanged)

4. Where a pair of doors serves a Group A, B, F, M or S occupancy (remainder unchanged)

(Reason: Application to M occupancies reflects regional practice; No. 4 expanded to Group A due to it being a similar scenario to other uses; No. 4 was regional practice.)

****Section 1020.1 Construction; add exception 6 to read as follows:**

6. In group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector must activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors must be connected to an approved automatic fire alarm system where such system is provided.

(Reason: Regionally accepted alternate method.)

****Section 1029.1.1.1 Spaces under grandstands and bleachers; delete this section.**

(Reason: Unenforceable.)

****Section 1031.2; change to read as follows:**

1031.2 Reliability. Required *exit accesses*, *exits* and *exit discharges* shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency ~~where the building area served by the means of egress is occupied~~. An *exit* or *exit passageway* shall not be used for any purpose that interferes with a means of egress.

(Reason: Maintain legacy levels of protection and long-standing regional practice, and provide firefighter safety.)

****Section 1103.3; add sentence to end of paragraph as follows:**

Provide emergency signage as required by Section 606.3.

(Reason: Coordinates requirements of previous amendment.)

Fire sprinkler system installation shall be completed within 24 months from date of notification by the fire code official.

(Reason: Regional consistency of this retroactive requirement to allow business owners adequate time to budget to accommodate the cost of the fire sprinkler system.)

****Section 1103.5; add Section 1103.5.5 to read as follows:**

1103.5.5 Spray Booths and Rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

(Reason: Consistent with amendment to IFC 2404, and long-standing regional requirement to protect this hazardous operation.)

*****Section 1103.7; add Section 1103.7.7 and 1103.7.7.1 to read as follows:**

1103.7.7 Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1103.7.7.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

(Reason: To assist responding personnel in locating the emergency event and provide clarity as to percentages of work that results in a requirement to upgrade the entire fire alarm system.)

*****Section 1203; change and add to read as follows:**

1203.1.1 {No change.}

1203.1.2 {No change.}

1203.1.3 Emergency power systems and standby power systems shall be installed in accordance with the *International Building Code*, NFPA 70, NFPA 110 and NFPA 111. Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.

1203.1.4 through 1203.1.9 {No changes to these sections.}

1203.1.10 Critical Operations Power Systems (COPS). For Critical Operations Power Systems necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity, see NFPA 70.

1203.2 Where Required. Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.18 ~~26~~ or elsewhere identified in this code or any other referenced code.

1203.2.1 through 1203.2.3 {No change.}

1203.2.4 Emergency Voice/Alarm Communications Systems. Emergency power shall be provided for emergency voice/alarm communications systems in the following occupancies, or as specified elsewhere in this code, as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

Covered and Open Malls, Section 907.2.19 and 914.2.3

Group A Occupancies, Sections 907.2.1 and 907.5.2.2.4.

Special Amusement Buildings, Section 907.2.11

High-rise Buildings, Section 907.2.12

Atriums, Section 907.2.13

Deep Underground Buildings, Section 907.2.18

1203.2.5 through 1203.2.13 {No change.}

1203.2.14 Means of Egress Illumination. Emergency power shall be provided for *means of egress* illumination in accordance with Sections 1008.3 and 1104.5.1. (90 minutes)

1203.2.15 Membrane Structures. Emergency power shall be provided for *exit* signs in temporary tents and membrane structures in accordance with Section 3103.12.6. (90 minutes) Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the *International Building Code*. (4 hours) Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with section 3103.10.4.

1203.2.16 {No change.}

1203.2.17 Smoke Control Systems. Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code, as required in Section 909.11:

Covered Mall Building, *International Building Code*, Section 402.7

Atriums, *International Building Code*, Section 404.7

Underground Buildings, *International Building Code*, Section 405.8

Group I-3, *International Building Code*, Section 408.4.2

Stages, *International Building Code*, Section 410.2.5

Special Amusement Buildings (as applicable to Group A's), *International Building Code*, Section 411.1

Smoke Protected Seating, Section 1029.6.2.

1203.2.18 {No change.}

1203.2.19 Covered and Open Mall Buildings. Emergency power shall be provided in accordance with Section 907.2.19 and 914.2.3.

1203.2.20 Airport Traffic Control Towers. A standby power system shall be provided in airport traffic control towers more than 65 ft. in height. Power shall be provided to the following equipment:

1. Pressurization equipment, mechanical equipment and lighting.
2. Elevator operating equipment.

3. Fire alarm and smoke detection systems.

1203.2.21 Smokeproof Enclosures and Stair Pressurization Alternative. Standby power shall be provided for smokeproof enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the *International Building Code*, Section 909.20.6.2.

1203.2.22 Elevator Pressurization. Standby power shall be provided for elevator pressurization system as required by the *International Building Code*, Section 909.21.5.

1203.2.23 Elimination of Smoke Dampers in Shaft Penetrations. Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the *International Building Code*, Section 717.5.3, exception 2.3.

1203.2.24 Common Exhaust Systems for Clothes Dryers. Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the *International Mechanical Code*, Section 504.10, Item 7.

1203.2.25 Hydrogen Cutoff Rooms. Standby power shall be provided for mechanical ventilation and gas detection systems of Hydrogen Cutoff Rooms in accordance with the *International Building Code*, Section 421.

1203.2.26 Means of Egress Illumination in Existing Buildings. Emergency power shall be provided for *means of egress* illumination in accordance with Section 1104.5 when required by the fire code official. (90 minutes in I-2, 60 minutes elsewhere.)

1203.3 through 1203.6 {No change.}

1203.7 Energy Time Duration. Unless a time limit is specified by the fire code official, in this chapter or elsewhere in this code, or in any other referenced code or standard, the emergency and standby power system shall be supplied with enough fuel or energy storage capacity for not less than 2-hour full-demand operation of the system.

Exception: Where the system is supplied with natural gas from a utility provider and is approved.

(Reason: These amendments were moved from Chapter 6, due to relocation of the published sections to this new Chapter 12. These provisions provide a list to complete and match that throughout the codes. The only additional requirements are the reference to COPS in NFPA 70, and the specified Energy time duration. Other changes are a reference to a code provision that already exists.)

****Section 2304.1; change to read as follows:**

2304.1 Supervision of Dispensing. The dispensing of fuel at motor fuel-dispensing facilities shall be conducted by a qualified attendant or shall be under the supervision of a qualified attendant at all times or shall be in accordance with Section 2204.3, the following:

1. Conducted by a qualified attendant; and/or,
2. Shall be under the supervision of a qualified attendant; and/or
3. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

(Reason: Allows a facility to apply the attended and unattended requirements of the code when both are potentially applicable.)

****Section 2401.2; delete this section.**

(Reason: This section eliminates such booths from all compliance with Chapter 15 including, but not limited to: size, ventilation, fire protection, construction, etc. If the product utilized is changed to a more flammable substance, the lack of compliance with Chapter 15 could result in significant fire or deflagration and subsequent life safety hazard.)

*****Section 3103.3.1; delete this section.**

(Reason: This new section of the Fire Code requires a fire sprinkler system to be installed in temporary tents and membrane structures, which is not a reasonable or enforceable requirement for a temporary use. A fire watch or fire alarm system is a more advisable approach for such occupancies that are only temporary.)

****Table 3206.2, footnote h; change text to read as follows:**

~~h. Not required—Where storage areas are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 (m • s) 1/2 or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with NFPA 13, manual smoke and heat vents or manually activated engineered mechanical smoke exhaust systems shall be required within these areas.~~

(Reason: Allows the fire department to control the smoke and heat during and after a fire event, while ensuring proper operation of the sprinkler protection provided. Also, gives an alternative to smoke and heat vents.)

*****Table 3206.2, footnote j; add footnote j to row titled 'High Hazard' and 'Greater than 300,000' to read as follows:**

j. High hazard high-piled storage areas shall not exceed 500,000 square feet. A 2-hour fire wall constructed in accordance with Section 706 of the International Building Code shall be used to divide high-piled storage exceeding 500,000 square feet in area.

(Reason: This is a long-standing legacy requirement and provides passive protection for extremely large buildings where it would be otherwise impossible to control the spread of fire without the fire wall in place in an uncontrolled fire event, which is much more likely in high hazard commodities, such as tires, flammable liquids, expanded plastics, etc.)

****Section 3310.1; add sentence to end of paragraph to read as follows:**

When fire apparatus access roads are required to be installed for any structure or development, they shall be approved prior to the time at which construction has progressed beyond completion of the foundation of any structure.

(Reason: Reference requirement of Section 501.4.)

****Section 5601.1.3; change to read as follows:**

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. Only when approved for fireworks displays, storage, and handling of fireworks as allowed in Section 5604 and 5608.
2. ~~Manufacture, assembly and testing of fireworks as allowed in Section 5605.~~
3. The use of fireworks for approved fireworks displays as allowed in Section 5608.
4. ~~The possession, storage, sale... {Delete remainder of text.}~~

(Reason: Restricts fireworks to approved displays only, which is consistent with regional practice. Such is intended

to help protect property owners and individuals from unintentional fireworks fires within the jurisdiction, as well as to help protect individuals from fireworks injuries. It is noted that there has been a change in the State Law to allow possession of unopened fireworks in certain areas of the vehicle, and it is highly recommended that AHJ's familiarize themselves with the applicable State Laws in this regard.)

****Section 5703.6; add a sentence to read as follows:**

5703.6 Piping Systems. Piping systems, and their component parts, for flammable and combustible liquids shall be in accordance with Sections 5703.6.1 through 5703.6.11. An approved method of secondary containment shall be provided for underground tank and piping systems.

(Reason: Increased protection in response to underground leak problems and remediation difficulty in underground applications. Coordinates with TCEQ requirements.)

****Section 5704.2.11.4; add a sentence to read as follows:**

5704.2.11.4 Leak Prevention. Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 and ~~5704.2.11.4.2~~ through 5704.2.11.4.3. An approved method of secondary containment shall be provided for underground tank and piping systems.

(Reason: Increased protection in response to underground leak problems and remediation difficulty in underground applications.)

****Section 5704.2.11.4.2; change to read as follows:**

5704.2.11.4.2 Leak Detection. Underground storage tank systems shall be provided with an *approved* method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

(Reason: Reference to IFC Section 5704.2.11.4.3 amendment.)

****Section 5704.2.11.4.3; add Section 5704.2.11.4.3 to read as follows:**

5704.2.11.4.3 Observation Wells. Approved sampling tubes of a minimum 4 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with a minimum of 4 tubes. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers, a minimum of two are required.

(Reason: Provides an economical means of checking potential leaks at each tank site.)

****Section 5707.4; add paragraph to read as follows:**

Mobile fueling sites shall be restricted to commercial, industrial, governmental, or manufacturing, where the parking area having such operations is primarily intended for employee vehicles. Mobile fueling shall be conducted for fleet fueling or employee vehicles only, not the general public. Commercial sites shall be restricted to office-type or similar occupancies that are not primarily intended for use by the public.

(Reason: The general public does not expect a hazardous operation to be occurring in a typical parking lot or for a fuel truck to be traversing such parking lot, temporarily fueling a vehicle, and moving on to the next area in the parking lot to fuel the next vehicle. Vehicular accidents occur in parking lots on a regular basis, but the presence

of a fuel truck, especially one in the process of fueling a vehicle with gasoline, greatly adds to the potential risk involved in such accidents. By restricting such operations to the occupancies in question, the employees of the business may be adequately notified to expect such operations to occur in the parking lot.)

****Section 6103.2.1; add Section 6103.2.1.8 to read as follows:**

6103.2.1.8 Jewelry Repair, Dental Labs and Similar Occupancies. Where natural gas service is not available, portable LP-Gas containers are allowed to be used to supply approved torch assemblies or similar appliances. Such containers shall not exceed 20-pound (9.0 kg) water capacity. Aggregate capacity shall not exceed 60-pound (27.2 kg) water capacity. Each device shall be separated from other containers by a distance of not less than 20 feet.

(Reason: To provide a consistent and reasonable means of regulating the use of portable LP-Gas containers in these situations. Reduces the hazard presented by portable containers when natural gas is already available. Please note that current State Law does not allow for the enforcement of any rules more stringent than that adopted by the State, so this amendment is only applicable as to the extent allowed by that State Law.)

****Section 6104.2, Exception; add an exception 2 to read as follows:**

Exceptions:

1. {existing text unchanged}
2. Except as permitted in Sections 308 and 6104.3.2, LP-gas containers are not permitted in residential areas.

4.

(Reason: To provide a consistent and reasonable means of regulating the use LP-Gas containers. Reduces the hazard presented by such containers when natural gas is already available. References regional amendment to IFC 6104.3.2. Please note that current State Law does not allow for the enforcement of any rules more stringent than that adopted by the State, so this amendment is only applicable as to the extent allowed by that State Law.)

****Section 6104.3; add Section 6104.3.3 to read as follows:**

6104.3.3 Spas, Pool Heaters, and Other Listed Devices. Where natural gas service is not available, an LP-gas container is allowed to be used to supply spa and pool heaters or other listed devices. Such container shall not exceed 250-gallon water capacity per lot. See Table 6104.3 for location of containers.

Exception: Lots where LP-gas can be off-loaded wholly on the property where the tank is located may install up to 500 gallon above ground or 1,000 gallon underground approved containers.

(Reason: Allows for an alternate fuel source. Dwelling density must be considered and possibly factored into zoning restrictions. Reduces the hazard presented by over-sized LP-Gas containers. Please note that current State Law does not allow for the enforcement of any rules more stringent than that adopted by the State, so this amendment is only applicable as to the extent allowed by that State Law.)

****Section 6107.4 and 6109.13; change to read as follows:**

6107.4 Protecting Containers from Vehicles. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators and piping shall be protected in accordance with NFPA 58-Section 312.

6109.13 Protection of Containers. LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4.

Exception: ~~Vehicle impact protection shall not be required for protection of LP-gas containers where the containers are kept in lockable, ventilated cabinets of metal construction.~~

(Reason: NFPA 58 does not provide substantial physical protection [it allows raised sidewalks, fencing, ditches, parking bumpers as 'vehicle barrier protection'] of the container(s) from vehicular impact as is required and has been required historically, as per Section 312, i.e. bollard protection. Further, the exception to Section 6109.13 would allow for portable containers in ventilated metal cabinets to not require any physical protection whatsoever from vehicular impact, regardless of the location of the containers. Please note that current State Law does not allow for the enforcement of any rules more stringent than that adopted by the State, so this amendment is only applicable as to the extent allowed by that State Law.)

**** {Applicable to those jurisdictions adopting Appendix B}**

Table B105.2; change footnote a. to read as follows:

a. The reduced fire-flow shall be not less than 4,000 1,500 gallons per minute.

(Reason: The minimum fire-flow of 1,500 gpm for other than one- and two- family dwellings has existed since the 2000 edition of the IFC, as well as the Uniform Fire Code before that. Little to no technical justification was provided for the proposed code change at the code hearings. The board believes that the already-allowed 75 percent reduction in required fire-flow for the provision of sprinkler protection is already a significant trade-off. The minimum 1,500 gpm is not believed to be overly stringent for the vast majority of public water works systems in this region, especially since it has existed as the requirement for so many years. Further, the continued progression of trading off more and more requirements in the codes for the provision of sprinkler protection has made these systems extremely operation-critical to the safety of the occupants and properties in question. In other words, should the sprinkler system fail for any reason, the fire-flow requirements drastically increase from that anticipated with a sprinkler-controlled fire scenario.)



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 10a

Agenda Date 5/16/2023

Number Ordinance O-23-2239

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for alcoholic beverage sales for on-premises consumption on a portion of Lot 23, Village at Colleyville Condos, located at 62 Main Street, Suite 100, Case ZC23-007

Explanation

Second Reading and Public Hearing

The applicant was present and spoke in favor of the request. No one from the public spoke regarding the request.

First Reading and Public Hearing

Marta Lopez de Aguilar, of La Penela, has submitted a request for a Special Use Permit (SUP) to allow alcoholic beverage sales for on-premise consumption at 62 Main Street, Suite 100. Alcoholic beverage sales for on-premise consumption are allowed in the PUD-R Planned Unit Development - Commercial district with the approval of an SUP.

Existing Conditions/Background: The subject property is zoned PUD-C district and generally located on the southeast corner of Main Street and Village Lane. The subject property is a platted lot and currently developed and will be operated as the restaurant, La Penela.

Proposed Special Use Permit: *Request* – The applicant is requesting the approval of an SUP to allow alcoholic beverage sales for on-premises consumption in conjunction with the operating restaurant, La Penela. The applicant has proposed the hours of operation from Sunday – Thursday 11:00 a.m. to 9:00 p.m. and Friday and Saturday 11 a.m. to 10:30 p.m. as a component of the SUP request.

Ordinance – There are four components of procedure that a business must complete to sell and serve alcohol for on-premises consumption in Colleyville: (1) a Special Use Permit (SUP) approval by the City Council for alcohol sales (on-premises consumption) (2) submission of draft Texas Alcoholic Beverage Commission (TABC) License paperwork to the City Secretary's Office for review and approval, (3) submission of completed TABC License paperwork to the TABC, (4) the issuance of an Alcoholic Beverage License through the City Secretary's Office.

- Section 3.25 of the Land Development Code states that an SUP is to "allow a use not normally allowed in a zoning district which could be of benefit in a particular

case to the general welfare, provided adequate development standards, and special requirements are imposed to protect surrounding uses or to preserve the character of the neighborhood.” Language is typically added for SUPs to automatically expire upon the abandonment of the business, change in the use, a change in ownership, or upon termination of the Certificate of Occupancy.

- Section 6-3 of the Code of Ordinances requires businesses that serve alcoholic beverages to be located at least 300 feet from a church, school, or public hospital. The distance is measured from property line to property line for schools, and from front door to front door along the street front property lines for churches and hospitals. The term "private school", including a parochial school, means a school offering a course of instruction for students in one or more grades from kindergarten through grade 12, and has more than 100 students enrolled and attending courses at a single location.
- Section 6-5 of the Code of Ordinances which states that the restaurant’s alcohol sales must be incidental and secondary to the sale of food for human consumption (further clarified in the Code as non-alcohol and food sales must comprise at least 40 percent of gross receipts).

Analysis: The location is in compliance with the distance requirements of the Code of Ordinances. Staff verified an enrollment of 97 students. The applicant complies with the 60/40 incidental sales requirements as stated above. Approval of an SUP at this location for this user should not adversely impact surrounding uses or the character of the neighborhood.

Surrounding Development: The properties to the north, south, east, and west are zoned PUD-C Planned Unit Residential district and developed within the Village as a mixture of single-family attached housing, offices, and retail.

Comprehensive Plan: The City’s Comprehensive Plan, Destination Colleyville, identifies the subject property as commercial in nature. Therefore, the proposed request meets the intent of the Comprehensive Plan.

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

Staff Recommendation: Staff recommends approval of the Special Use Permit (SUP) to authorize the sale of alcoholic beverages for on-premises consumption for La Penela Restaurant at 62 Main Street, Suite 100.

Planning and Zoning Commission Recommendation: The Planning and Zoning

Commission recommended approval of the request at their April 10, 2023 meeting by a vote of 7-0.

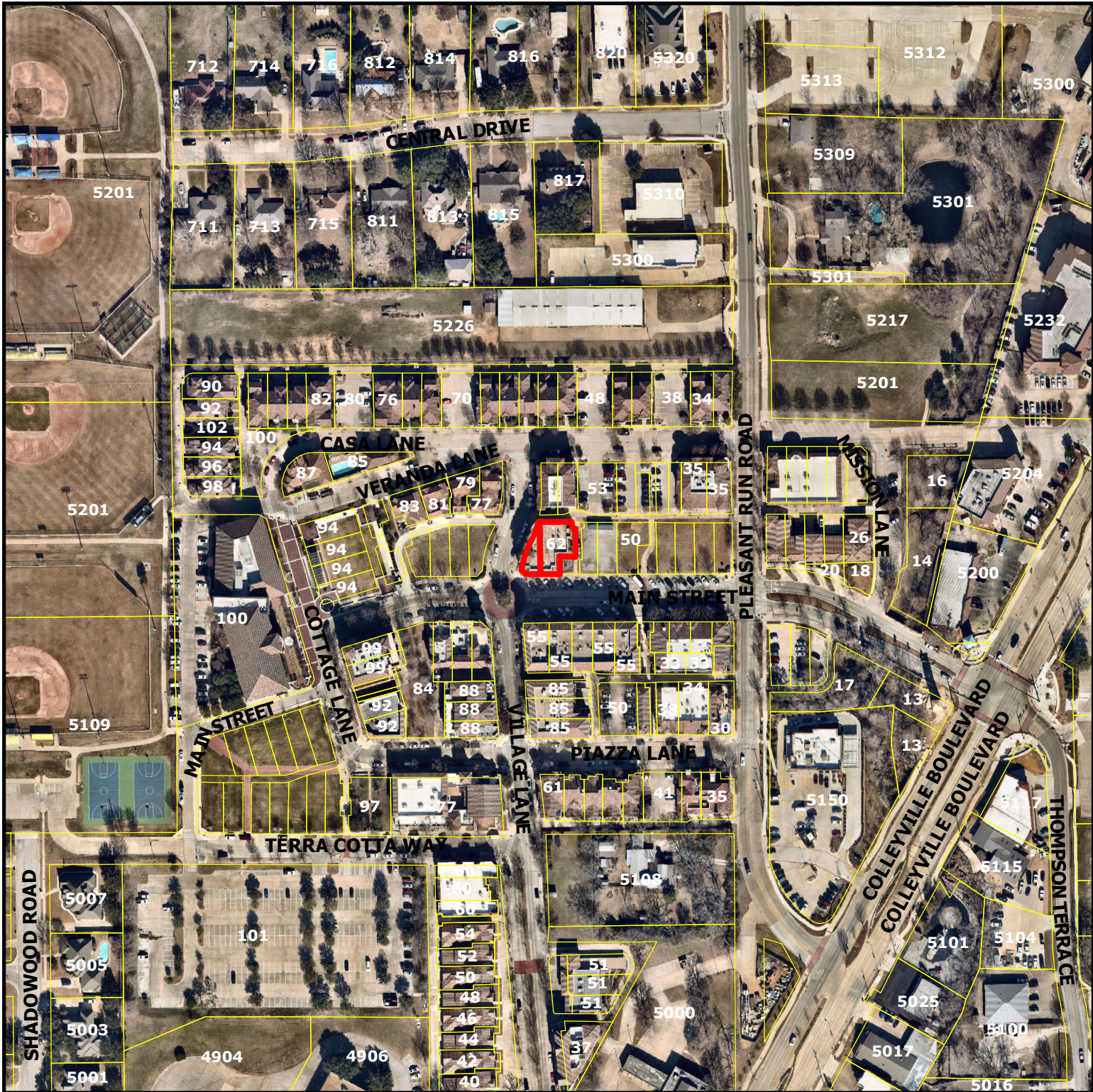
Recommendation

Approve

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Statement of Planning Objectives
5. Municipal Code Section
6. Notification Map
7. Notification Letter
8. Notify List
9. Ordinance O-23-2239

Aerial Map



ZC23-007

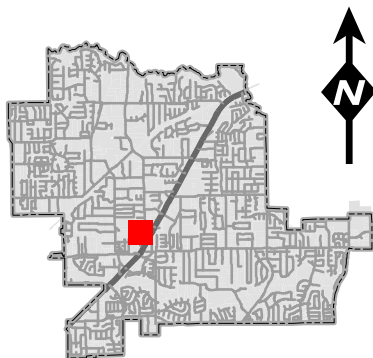
62 Main Street, Suite 100

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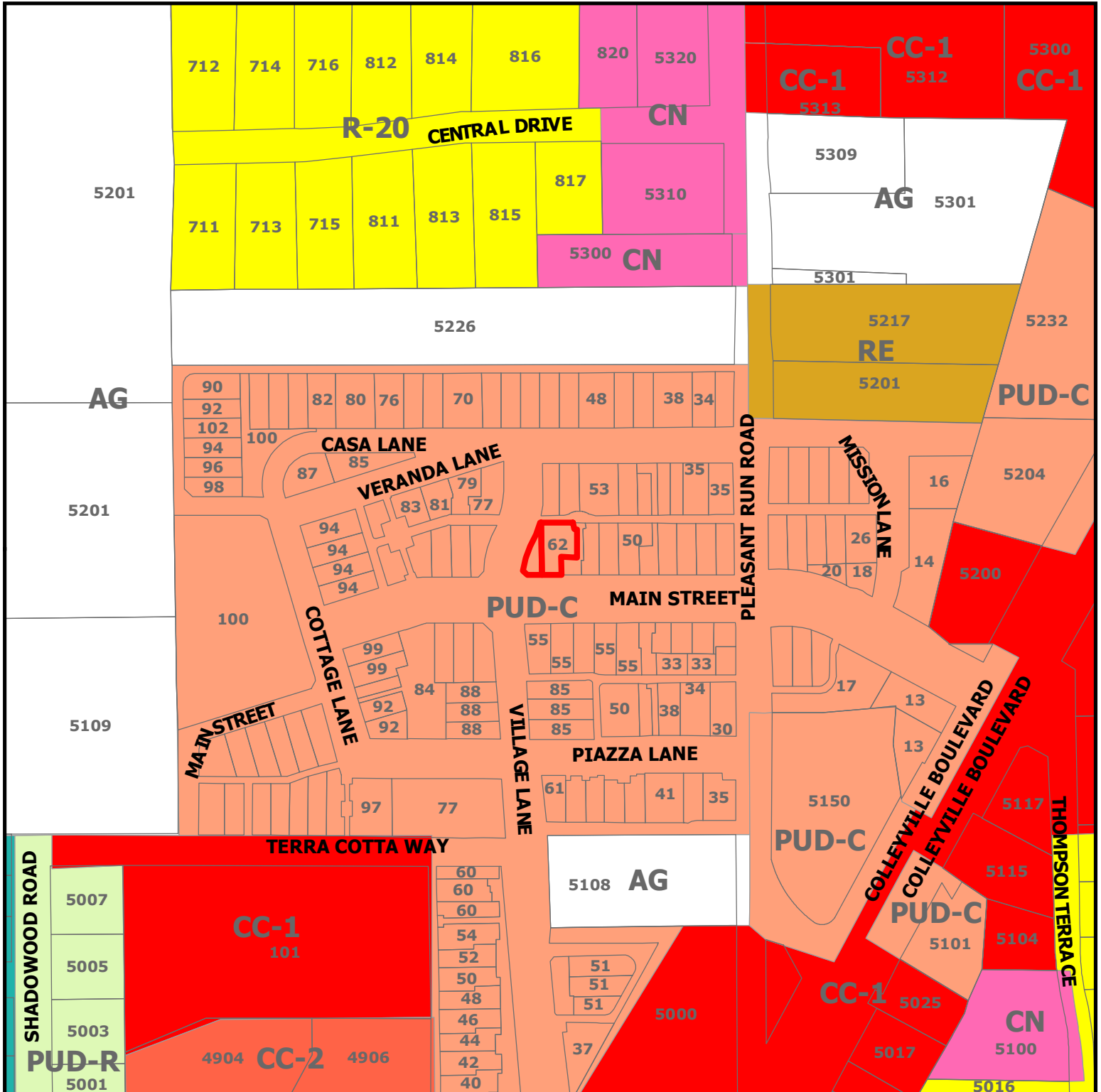
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Subject Property



Zoning Map



ZC23-007

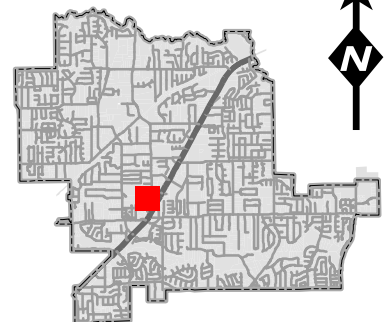
62 Main Street, Suite 100

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Subject Property



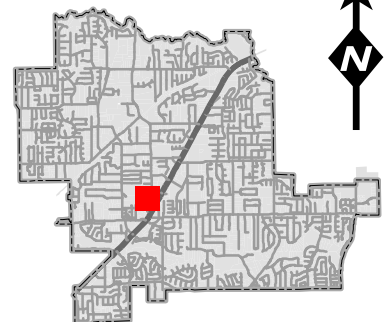
Future Land Use Map



ZC23-007

62 Main Street, Suite 100

- Subject Property
- Residential
- Colleyville Blvd Corridor
- Open Space; Parks



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STATEMENT OF PLANNING OBJECTIVES

Bocaleon Texas LLC d/b/a La Penela was formed as a limited liability company on January 24, 2022. Francisco Javier Simon Barallobre is the owner of the Company and he is also the owner and CEO of a business group that has several restaurants in Spain and France. The Simon Barallobre family opened its first restaurant in 1989 in La Coruña, Galicia, a region in northwestern Spain. Since then, La Penela expanded its operations throughout the country and abroad, maintaining its standards of quality and providing its customers the same experience regardless of the location of the restaurant. Now, La Penela operates in the cities of La Coruña, Madrid, Barcelona and Paris. La Penela always look for special and charming locations to open its restaurants. Its most emblematic restaurants are located in pazos, a type of historic building typical of Galicia with old gardens that belonged to ancient and noble families in the past, especially during the 17th and 18th centuries. All its restaurants can be viewed at www.lapenela.com

The business group now intends to expand its reach with the opening of its first restaurant in the United States. To do so, it has acquired the premises located at 62 Main Street, Suite 100, in Colleyville. For months we have been looking for a location that would be on par with the rest of the restaurants in our group and when we saw Colleyville we knew we had found the perfect place.

Our plan is to open a restaurant that will offer traditional food from Spain, especially from the region of Galicia: tapas, meat, fish and desserts and we will also offer beer, cocktails and premium wines. For this reason, we are applying for a Special Use Permit for the sale of beer, wine and liquor from the city of Colleyville.

Sec. 6-3. - Restrictions on sales within prescribed distances of public and private schools, churches and public hospitals.

- (a) It shall be unlawful for any person who is engaged in the business of selling alcoholic beverages to sell alcoholic beverages where the place of business of any such person is within 300 feet of any church, public or private school, or public hospital.
- (b) The measurement of the distance between the place of business where alcoholic beverages are sold and a church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in a direct line across intersections.
- (c) The measurement of the distance between the place of business where alcoholic beverages are sold and a public or private school shall be in a direct line from the property line of the public or private school to the property line of the place of business and in a direct line across intersections.
- (d) The city council may allow a variance to this section if it determines that the enforcement of the regulation in a particular instance is not in the best interests of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on the applicant for a license or permit, does not serve its intended purpose, or is not effective or necessary, or for any other reason the city council determines, after consideration of the health, safety and welfare of the public and the equities of the situation, that the variance is in the best interest of the community.
- (e) The term "private school", including a parochial school, means a school offering a course of instruction for students in one or more grades from kindergarten through grade 12, and has more than 100 students enrolled and attending courses at a single location.

(Ord. No. O-01-1300, § 1, 9-11-01)

Notification Map



ZC23-007

62 Main Street, Suite 100

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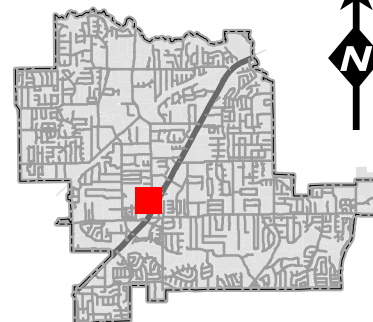
Subject Property



500ft Buffer



Properties within 500ft





NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Addr»

«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, April 10, 2023 at 7:00 p.m.
City Council Meetings: Tuesday, May 2, 2023 & Tuesday, May 16, 2023 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit for Alcoholic Beverage Sales for On-Premises Consumption. The purpose is to allow for the on-premises consumption of alcohol for a new restaurant business, La Penela.

Zoning Case: ZC23-007

Applicant: Marta Lopez de Aguilar

Owner: Bocaleon Texas LLC

Location: 62 Main Street, Suite 100

Property Description: Lot 23, Village at Colleyville Condos

Present Zoning: PUD-C 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:

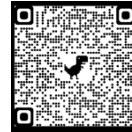
**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

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
Planning Manager
jreyff@colleyville.com

Owner_Name	Owner_Addr	Owner_City
55 MAIN HOLDINGS LLC	PO BOX 92323	SOUTHLAKE, TX
62 MAIN STREET LLC	62 MAIN ST STE 300	COLLEYVILLE, TX
76 MAIN VOC LLC	1303 BELLEFONTE LN	COLLEYVILLE, TX
AGUILAR, MARTA LOPEZ DE	4109 TWILIGHT TRL	PLANO, TX
ANTHONY & VIVIAN MCNOSKY RLT	5108 PLEASANT RUN RD	COLLEYVILLE, TX
BAJRAM & RUZDI INVESTMENTS LLC	4701 MILL CREEK RD	COLLEYVILLE, TX
BANKS, JAMES	715 CENTRAL DR	COLLEYVILLE, TX
BELL, WILLIAM M	5900 E LANCASTER AVE	FORT WORTH, TX
BETHEL METHODIST CHURCH OF NTX	5310 PLEASANT RUN RD	COLLEYVILLE, TX
BROOKS, ADAM	83 VERANDA LN	COLLEYVILLE, TX
BURDETTE, DONNA E	77 VERANDA LN	COLLEYVILLE, TX
CABELLO, DIANNE	37 PIAZZA LN	COLLEYVILLE, TX
CARDINI, ANTOINETTE	33 MAIN ST 230	COLLEYVILLE, TX
COLLEYVILLE HEIGHTS	816 REGINA CT	COLLEYVILLE, TX
COLLEYVILLE REALTY HOLDINGS	92 PIAZZA LN STE 100	COLLEYVILLE, TX
D & V WALKER PROPERTIES LLC	5501 NORMANDY DR	COLLEYVILLE, TX
DAVIS, RHONDA	82 CASA LN	COLLEYVILLE, TX
DREILING PROPERTIES LP	125 CALVERLEY PL	KELLER, TX
DULANEY, BOB	98 CASA LN	COLLEYVILLE, TX
DUNAGAN, KETRINA	57 PIAZZA LN STE 310	COLLEYVILLE, TX
FADDEN, MARK	59 PIAZZA LN	COLLEYVILLE, TX
FIGUEROA FAMILY REVOC TRUST	817 CENTRAL DR	COLLEYVILLE, TX
G & B COLLEYVILLE LLC	75 MAIN ST STE 100	COLLEYVILLE, TX
GABLE, MICHAEL	813 CENTRAL DR	COLLEYVILLE, TX
GADE, MATTHEW	64 VERANDA LN UNIT 410	COLLEYVILLE, TX
GIFFORD, T	33 MAIN ST STE 260	COLLEYVILLE, TX
GIUSTINIANO CHERYL ANNE	42 VERANDA LN STE 110	COLLEYVILLE, TX
GRAPEVINE COLLEYVILLE ISD	3051 IRA E WOODS AVE	GRAPEVINE, TX
GROFFMAN, STEVEN	815 CENTRAL DR	COLLEYVILLE, TX
GUNNIP, MATTHEW	87 CASA LN UNIT 210	COLLEYVILLE, TX
HAMM, DAVID A	6109 EQUESTRIAN CT	COLLEYVILLE, TX
HESLAND LLC	26 MAIN ST	COLLEYVILLE, TX
HOLTSHOUSER LONDON LIVING TR	933 SAN RAPHAEL ST	KISSIMMEE, FL
JUST2CAN LLC	5513 LOWRIE RD	COLLEYVILLE, TX
KEVIN & DONNA ALLEN FAMILY TR	55 PIAZZA LN STE 210	COLLEYVILLE, TX
KREIDER, LORRAINE	79 VERANDA LN	COLLEYVILLE, TX
KSW HOLDING MANSFIELD LP	2606 LILLIAN MILLER PKWY	DENTON, TX
LAKE, WILLIAM D	51 PIAZZA LN	COLLEYVILLE, TX
LFA PROPERTIES LLC	700 LA VACA ST	AUSTIN, TX
NGUYEN, DIEM THUY	510 QUEENSBURY TURN	SOUTHLAKE, TX
NIEWOLNY, DEAN	38 PIAZZA LN CONDO 37-3-10	COLLEYVILLE, TX
NORWOOD, TODD	6404 CUTTER RIDGE CT	COLLEYVILLE, TX
PARKER, JAMES	46 PIAZZA LN	COLLEYVILLE, TX
PETERSON, ANNE	34 PIAZZA LN STE 37	COLLEYVILLE, TX
PILGRIM, DEBBIE K	33 MAIN ST STE 240	COLLEYVILLE, TX
PITTS, REX A	66 VERANDA LN	COLLEYVILLE, TX
PREWITT LEASING INC	97 VILLAGE LN STE 300	COLLEYVILLE, TX
RCCG GLORY HOUSE COLLEYVILLE	PO BOX 391	COLLEYVILLE, TX
REALTY CAPITAL VILLAGE #1 LP	909 LAKE CAROLYN PKWY STE 150	IRVING, TX
RICKS, MARGARET	35 PIAZZA LN STE 38110	COLLEYVILLE, TX
RILEY, WILLIAM	94 CASA LN	COLLEYVILLE, TX
ROGERS, J ANDREW	201 MAIN ST STE 2500	FORT WORTH, TX
ROWLAND, DANIEL	88 VILLAGE LN STE 250	COLLEYVILLE, TX
RP GROUP INVESTMENTS LLC	12498 RIVERHILL RD	FRISCO, TX

RRSN COLLEYVILLE REALTY LLC
RUDOLPH, CHRIS
SALA LIFE TRUST
SC COLLEYVILLE-60 VILLAGE LANE
SC VILLAGE MAIN STREET LLC
SCHMIDT, JUDITH
SCRUGGS, ALBERT
SHERWOOD, LESLIE
SPICER, TAMARA
TAMLYN PROPERTIES LLC
TAP REALTY LLC
TMAAC LLC
TRINITY COLLEYVILLE RE LLC
VILLAGE OWNERS ASSOCIATION INC
VILLAGE OWNERS ASSOCIATION INC
VOLLMER, JAMES A
WADLEY FAMILY HOLDING INC
WILLIAMS, DAVID H
XU, SHENG
YOUNG, CLINT
ZAVODNICK, TODD
ZRB CAPITAL PARTNERS LLC

12498 RIVERHILL RD
44 VERANDA LN
700 LAKE CARILLON LN
4900 BROILES CT
500 E 4TH ST STE 175
88 CASA LN
86 CASA LN
84 CASA LN
90 CASA LN APT 10
90 CASA LN APT 10
23 MISSION LN
4109 BROWN TRL
88 VILLAGE LN STE 150
PO BOX 1567
PO BOX 650255
81 VERANDA LN UNIT 310
33 MAIN ST STE 160
75 MAIN ST STE 200
2113 BRENTCOVE DR
811 CENTRAL DR
706 24TH PL
409 TIMBERLINE DR S

FRISCO, TX
COLLEYVILLE, TX
SOUTHLAKE, TX
KELLER, TX
FORT WORTH, TX
COLLEYVILLE, TX
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COLLEYVILLE, TX
ALLEN, TX
DALLAS, TX
COLLEYVILLE, TX
COLLEYVILLE, TX
COLLEYVILLE, TX
GRAPEVINE, TX
COLLEYVILLE, TX
HERMOSA BEACH, CA
COLLEYVILLE, TX

ORDINANCE O-23-2239

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP BY CHANGING THE ZONING ON LOT 23, VILLAGE AT COLLEYVILLE CONDOS, LOCATED AT 62 MAIN STREET, SUITE 100, BY AUTHORIZING A SPECIAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION; 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 the Sale of Alcoholic Beverages for On-Premises Consumption for Case No. ZC23-007; 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 Lot 23, Village at Colleyville Condos,

located at 62 Main Street, Suite 100, by authorizing a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, as depicted on Exhibit "A", Exhibit "B" and Exhibit "C".

Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Land Development Code 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 the sale of alcoholic beverages for on-premises consumption in conjunction with a restaurant use only.
- b. The name of the business authorized for on-premises consumption alcohol sales by this Special Use Permit shall be called "La Penela".
- c. The Special Use Permit shall automatically expire upon the abandonment of the business, change in the use, a change in ownership or upon the expiration or termination of the Certificate of Occupancy.
- d. All requirements of the Land Development Code shall be met, except where amended herein.

2. HOURS OF OPERATION

- a. The hours of operation shall not exceed the following schedule:

Sunday – Thursday 11:00 a.m. to 9:00 p.m.

Friday and Saturday 11 a.m. to 10:30 p.m.

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 it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 2nd day of May 2023.

The second reading and public hearing being conducted on the 16th day of May 2023.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 16TH DAY OF MAY 2023.

Mayor Bobby Lindamood
Brandi Elder, Place 1
Scotty Richardson, Place 3
Chuck Kelley, Place 5

_____ George Bond, Place 2
Ben Graves, Place 4
Callie Rigney, Place 6

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" – Zoning Map

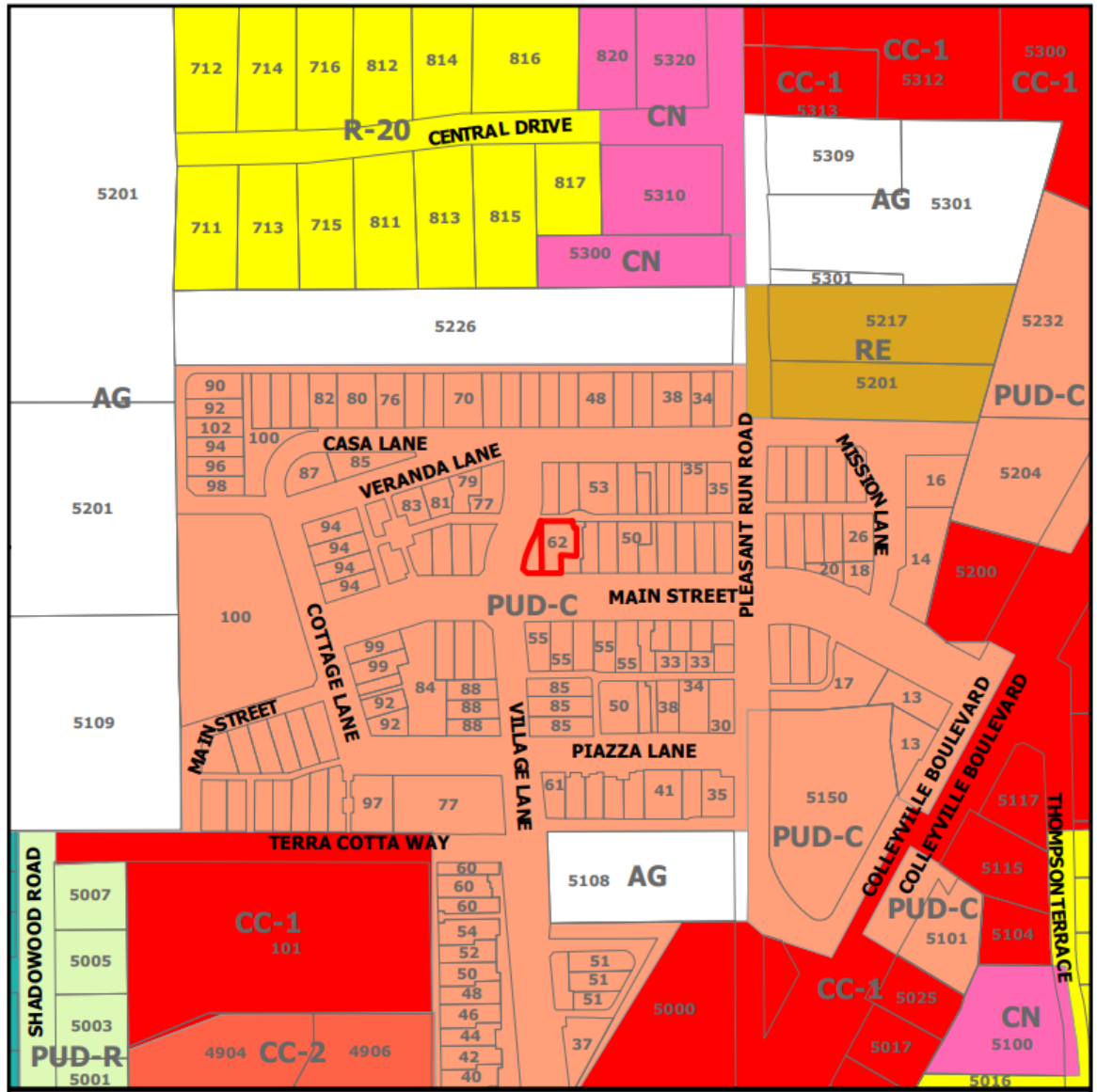


Exhibit "B" – Aerial Map

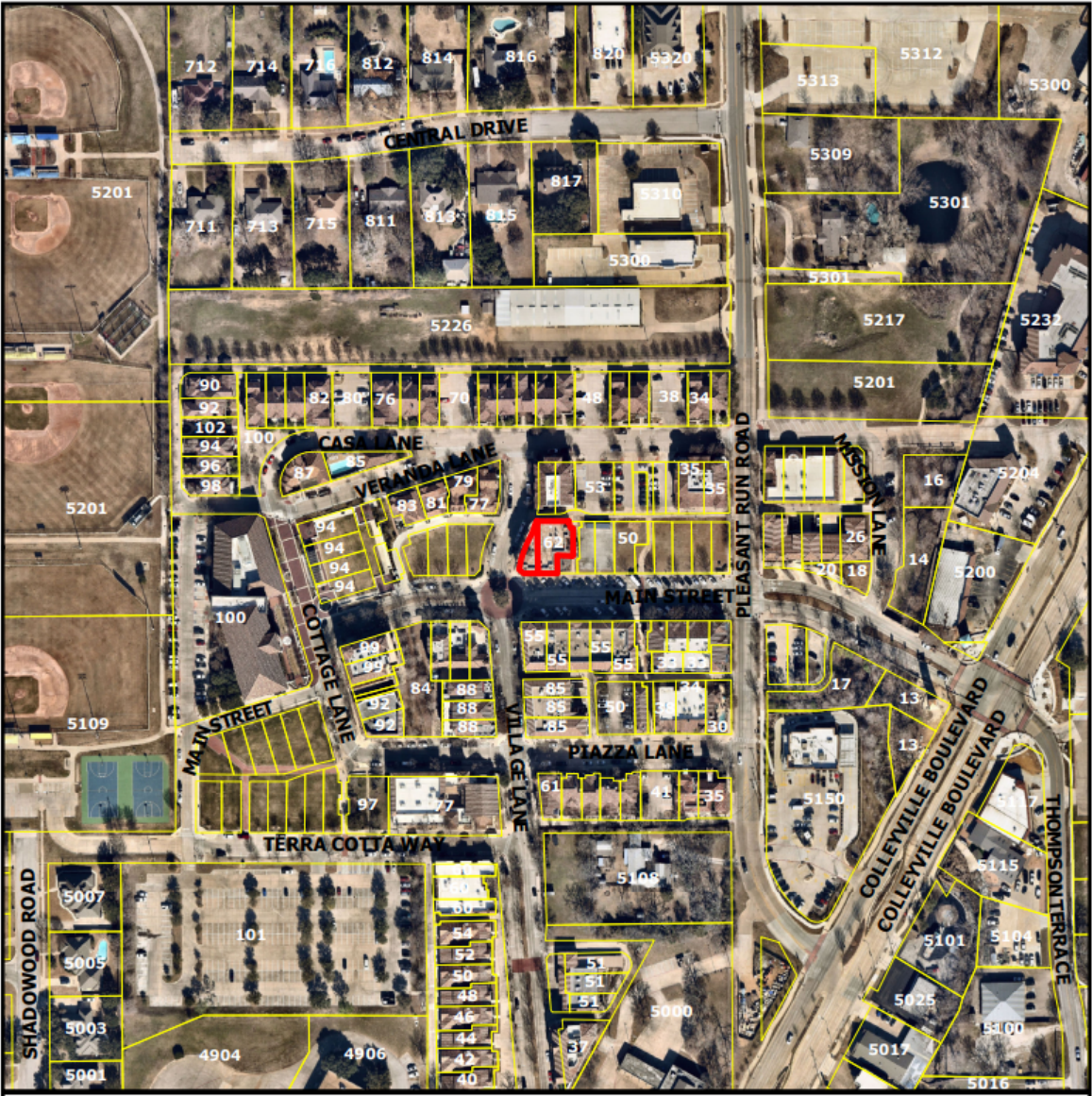
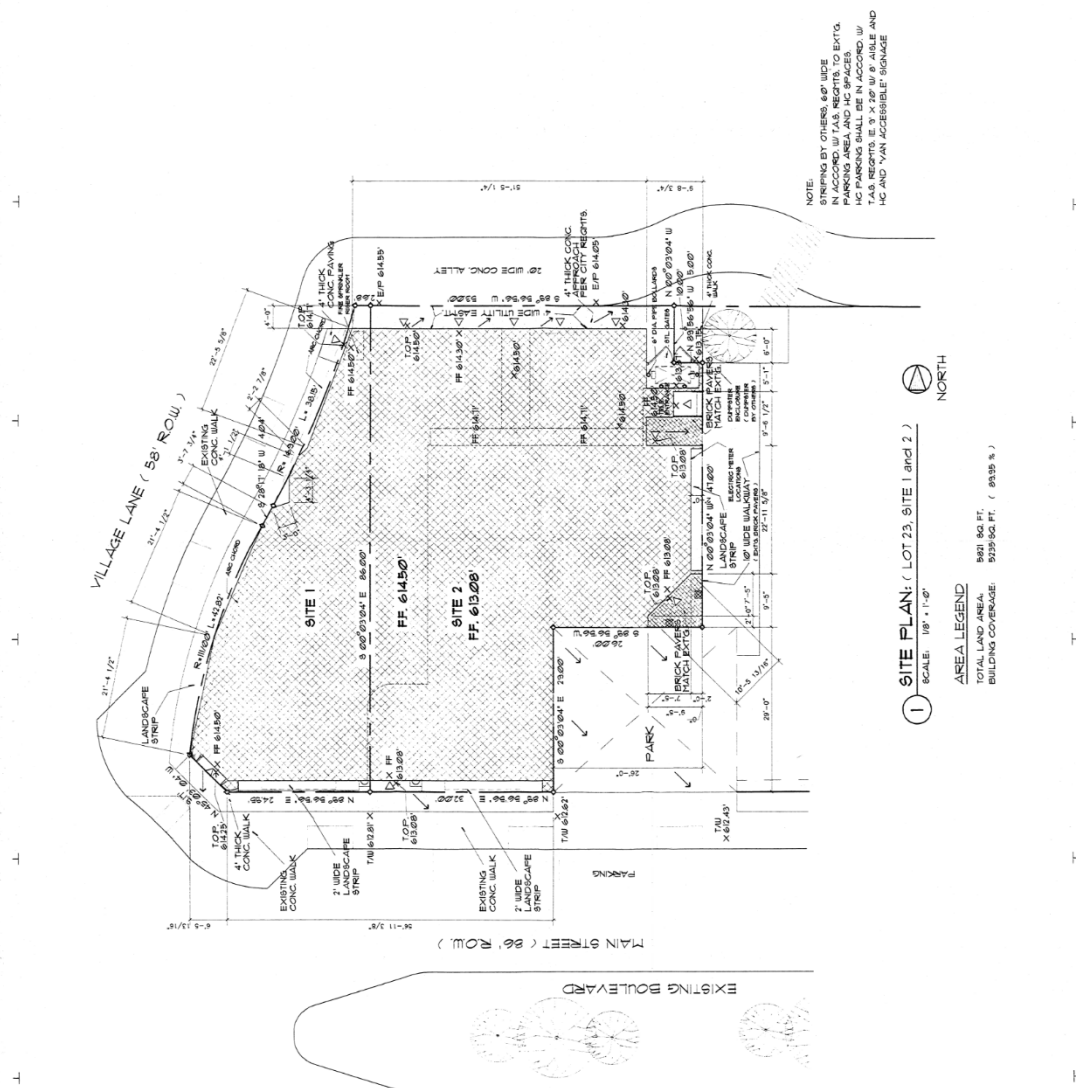


Exhibit "C" - Site Exhibit

WKH William K. Houpp, Architect, Inc. 200 West 10th Street Fort Worth, Texas 76102 Phone: (817) 831-4259 Fax: (817) 831-4269	Architect: William K. Houpp Lic. no. 7937 Date: 8/24/92 Exp. 7-31-92
	Project Title: THE VILLAGE AT COLLEYVILLE Colleyville, Texas
Sheet Title: SITE PLAN	Project no. 020601 Sheet no. All Revision no. of sheets



WKH William K. Houpp, Architect, Inc. 200 West 10th Street Fort Worth, Texas 76102 Phone: (817) 831-4259 Fax: (817) 831-4269	Architect: William K. Houpp Lic. no. 7937 Date: 8/24/92 Exp. 7-31-92
Project Title: THE VILLAGE AT COLLEYVILLE Colleyville, Texas	Project no. 020601 Sheet no. All Revision no. of sheets



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 12

Agenda Date 5/16/2023

Type Report

Department City Secretary

Title

Planning and Zoning Commission Minutes - April 10, 2023

Planning and Zoning Commission Worksession Minutes - April 24, 2023

Attachments

1. Planning and Zoning Commission Minutes - April 10, 2023
2. Planning and Zoning Commission Worksession Minutes - April 24, 2023



City of Colleyville Planning and Zoning Commission Minutes

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

Monday, April 10, 2023

Executive Conference Room

CALL MEETING TO ORDER

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair Bevill on April 10, 2023, at 6:15 p.m.

Roll Call

Present: David Groves, Mark Alphonso, Sayeda Syed, Tim Raine, Jim Lynn, Claudia Bevill, and Scotty Richardson

Absent:

Staff Present: Ben Bryner and Jacquelyn Reyff

Also Present: Attorney, Nicole Corr

There was general discussion amongst Staff and the Commission regarding items to be presented this evening at the regular meeting.

Chair Bevill adjourned the Planning and Zoning Commission Meeting at 6:41 p.m.

CALL MEETING TO ORDER CITY COUNCIL CHAMBERS

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair Bevill on April 10, 2023, at 7:00 p.m.

Roll Call

Present: David Groves, Mark Alphonso, Sayeda Syed, Tim Raine, Jim Lynn, Claudia Bevill, and Scotty Richardson

Absent:

Staff Present: Ben Bryner and Jacquelyn Reyff

Also Present: Attorney, Nicole Corr

1. APPROVAL OF MINUTES

- 1a** Planning and Zoning Commission Meeting Minutes – March 20, 2023
Planning and Zoning Commission Worksession Minutes – March 27, 2023

Commissioner Alphonso made a motion to approve the March 20, 2023 Planning and Zoning Commission Meeting Minutes and the March 27, 2023 Planning and Zoning Commission Worksession Minutes. Commissioner Lynn seconded the motion.

The motion was carried by the following vote:

**Aye: 7 – Groves, Alphonso, Syed, Raine, Lynn, Bevill, and Richardson
Nay: 0**

2. PUBLIC HEARING AGENDA ITEMS

- 2a** Consideration of a Zoning Change from PUD-C Planned Unit Development - Commercial to PUD-C Planned Unit Development - Commercial district, specifically for new commercial offices, for Lot 1, Block 1, San Bar Square Addition, located at 105 Cheek-Sparger Road, Case ZC23-006

Commissioner Bevill recused herself from the case.

Jacquelyn Reyff presented the item and briefed the Commission.

The applicant, Robert Johnson, 24 Fair Green, Trophy Club, TX, came forward and answered questions of the Commission regarding the use of the proposed development and the development process of the development.

Commissioner Richardson made a statement that the façade be changed to include more masonry and stone on the business façade.

The public hearing was opened at 7:17 p.m.

Michael Roberts, 3717 Sandbar Lane, Colleyville, TX, came forward and spoke in opposition to the case. Mr. Roberts expressed concern regarding increased traffic, parking requirements of the office park, and continued construction of the neighborhood.

The public hearing was closed at 7:19 p.m.

The public hearing was reopened at 7:19 p.m.

Kathy Hadley, 204 North Timberline Drive, Colleyville, TX came forward and spoke in opposition to the case. Ms. Hedley voiced opposition in the placement of the compound pharmacy.

The public hearing was closed at 7:20 p.m.

The applicant addressed citizen concerns regarding parking space and overall traffic flow of the space.

Staff answered questions of the Commission regarding the zoning of the district and new rezoning that needs to be done.

Commissioner Syed made a statement regarding concerns of the intended use of the development.

Commissioner Groves made a statement regarding the concerns of additional construction along Cheek-Sparger road, investment of city funds on new road construction, phased construction, and relocating the building locations to preserve the tree line of the surrounding area.

An associate of the applicant, Mansi Kumar, 2205 North Pearson Lane, Westlake, TX answered questions of the Commission regarding the pharmaceutical compounding and usage of the intended development.

Commissioner Groves made a request for the applicant to redesign the buildings to be more compatible with the residential buildings of the area and to develop all three buildings at once.

Commissioner Syed made a motion to table Case ZC23-006. Commissioner Richardson seconded the motion.

The motion was carried by the following vote.

Aye: 6 - Groves, Alphonso, Syed, Raine, Linn, and Richardson.

Nay: 0

Abstain: 1

2b Consideration of a Special Use Permit for alcoholic beverage sales for on-premises consumption on a portion of Lot 23, Village at Colleyville Condos, located at 62 Main Street, Suite 100, Case ZC23-007

Jacquelyn Reyff presented the case and briefed the Commission.

The applicant, Marta Lopez, 4109 Twilight Trail, Plano, Texas came forward and spoke on the proposed development and answered questions of the Commission regarding projected development start date and the project timeline.

The public hearing was opened at 7:43 p.m.

With no one wishing to speak, the public hearing was closed at 7:44 p.m.

Commissioner Syed made a motion to approve Case ZC23-007. Commissioner Raine seconded the motion.

The motion was carried by the following vote:

**Aye: 7 – Groves, Alphonso, Syed, Raine, Linn, Bevill, and Richardson
Nay: 0**

2c Consideration of a Special Use Permit for a commercial accessory building on Lots 10 and 11, Block 1, Thompson Terraces Subdivision, located at 5100 Thompson Terrace, Case ZC23-008

Jacquelyn Reyff presented the item and briefed the Commission.

The applicant, Kenneth Tramm, 5100 Thompson Terrace, came forward and made a request for an accessory building for additional storage. The applicant answered questions of the Commission regarding the expansion of the business and the design of the accessory building. Concerns regarding the residential look of the building were raised by the Commission and requests to redesign the building were addressed.

The public hearing was open at 8:00 p.m.

With no one wishing to speak, the public hearing was closed at 8:00 p.m.

Staff answered questions from Commissioner Syed regarding commercial square footage limitations.

Commissioner Linn made a motion to table Case ZC23-008. Commissioner Groves seconded the motion.

The motion was carried by the following vote:

**Aye: 7 – Groves, Alphonso, Syed, Raine, Linn, Bevill, and Richardson
Nay: 0**

PUBLIC HEARING AGENDA ITEMS

- 2d** Consideration of a Zoning Change from AG Agricultural to R-30 Single Family Residential zoning district for Tract 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey, located at 2417 Wilkes Drive, Case ZC23-009

The Commission requested to hear both Case ZC23-009 and Case ZC23-010 at the same time. The two cases will be treated separately. Jacquelyn Reyff presented Case ZC23-009 and Case ZC23-010 and briefed the Commission.

The applicant, Curtis Young, came forward and brought forth one development with being rezoned from AG Agricultural to R-30 Single Family residential zoning. The other development being a rezoning from Ag Agricultural and RE Single Family 'Estate' residential district to PUD-R Planned Unit Development Residential. The applicant highlighted changes compared to the previous development request, including increased tree preservation and larger lot size. The applicant answered questions from the Commission regarding differences between the acreage and lot amount of the two lot plans.

The public hearing was open at 8:34 p.m.

Elizabeth Hearn, Chere Moore, Michelle Aguilera, Sharon DeLuca, Michael Van Zant, Robert Zebien, and Robert Bottger chose not to speak, but expressed opposition of the case.

Mike Ferrell, 2504 Twelve Oaks, Colleyville, Texas, came forward and spoke in opposition to both cases. Mr. Ferrell expressed concerns regarding the elevation, the amount of retaining walls required for the development, the grading of the roads, drainage concerns of the development, and the removal of trees that the developer would have to remove from the development.

Robert Egan, 2410 Twelve Oaks Lane, Colleyville, Texas came forward and spoke in opposition to both cases. Mr. Egan expressed concern regarding the number of lots in both plans, the impact of the development on trees, and the feasibility of the engineering of the development.

Bo Bottger, 6800 Atlanta Drive, Colleyville, Texas came forward and spoke in opposition to both cases. Mrs. Bottger expressed concerns of the developer trustworthiness, value of homes being built, the number of lots in both plans, and the removal of trees.

Sam DeLuca, 2404 Wilkes Drive, Colleyville, Texas came forward and spoke in opposition to both cases. Mr. DeLuca expressed concerns regarding the

architecture plan for the steepness of the area, drainage issues, and concerns of the development impact on soil conditions.

Lenona Nickels, 1017 West Murphy Road, Colleyville, Texas came forward and spoke in opposition to both cases. Ms. Nickels expressed concern regarding the impact of the development on the trees, the aesthetic impact of the construction of walls built, the noise of traffic, and the untrustworthiness of the developer.

Sam Hearn, 2409 Wilkes Drive, Colleyville, Texas came forward and spoke in opposition to both cases. Mr. Hearn expressed concerns regarding the severity of the grading required to develop the area, the amount of development occurring in the city, and made recommendations to the Commission to acquire more green space.

Cathy Hadley, 204 North Timberline Drive, Colleyville, Texas came forward and spoke in opposition to both cases. Ms. Hadley expressed concerns regarding the number of lots in the development, the size of the lots in both development plans, and the overload of drainage on Bear Creek.

Dave Dudziak, 2301 Wilkes Court, Colleyville, Texas came forward and spoke in support of Case ZC23-010 and in opposition of Case ZC23-009. Mr. Dudziak spoke in support of the Pool Road exit found in Case ZC23-010, stating that the exit will help alleviate traffic concerns in the area and lead to more families living in the neighborhood.

An associate of the applicant, Mark Goodwin, 585 N Peytonville, Southlake, Texas came forward and spoke in support of both cases. Mr. Goodwin, the owner of the property, addressed concerns raised by citizens regarding drainage issues created by the development, grading required for construction, the details of the property purchase, and the development being done.

Elizabeth Hearn, 2409 Wilkes Drive, Colleyville, Texas came forward and spoke in opposition of both cases. Mrs. Hearn expressed concern regarding the development's impact on the feel of the neighborhood, the impact on the environment, and the effect of traffic on children.

With no one wishing to speak, the public hearing was closed at 9:21 p.m.

The applicant, Mr. Young, came forward addressed citizen concerns. Mr. Young addressed concerns regarding the developer and owner of the property, grading and changes to the environment, drainage concerns, traffic concerns, density, and tree preservation.

Mark Goodwin made a statement regarding the cutting of trees prior to the

development of the property. Mr. Goodwin stated that the trees that were being cut were already dead.

The applicant, Mr. Young, and Mr. Goodwin, answered questions of the Commission regarding the construction of homes on steep property, tree preservation, possibility of decreasing the number of lots and changing the zoning of the development to R-40 Single-Family Residential, the builders contracted for the development, and the price of homes being built on the property.

Commissioner Bevill made a statement that the construction of the property would lead to increases in property value of neighboring communities.

**The Commission adjourned into an executive session at 9:53 p.m.
The Commission reopened the meeting at 10:01 p.m.**

**Commissioner Raine made a motion to deny Case Z23-009.
Commissioner Groves seconded the motion.**

The motion was carried by the following vote:

Aye: 6 – Groves, Alphonso, Syed, Raine, Linn, and Bevill

Nay: 0

Abstain: 1 - Richardson

2e Consideration of a Zoning Change from AG Agricultural and RE Single Family 'Estate' Residential PUD-R to Planned Unit Development - Residential zoning district for Tract 1B1, 1C1, 1B2, and 1B3, Abstract 294, Robert Chowning Survey and Lot 1, Block 1, Cero Addition, located at 2417 Wilkes Drive and 6900 Pool Road, Case ZC23-010

**Commissioner Alphonso made a motion to approve Case Z23-010.
Commissioner Raine seconded the motion.**

The motion was carried by the following vote:

Aye: 5 – Groves, Alphonso, Raine, Linn, and Bevill

Nay: 1 - Syed

Abstain: 1 - Richardson

3. CITIZEN COMMENTS

4. ADJOURNMENT

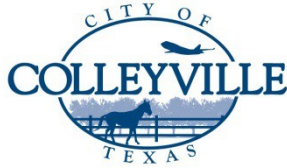
The meeting adjourned at 10:05 p.m.

The minutes were written and prepared by:



Jacquelyn Reyff
Planning Manager

The meeting minutes were approved on May 8, 2023 by a vote of 6-0.



City of Colleyville Planning and Zoning Commission Minutes

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

Monday, April 24, 2023

Executive Conference Room

CALL MEETING TO ORDER

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Chair Bevill on April 24, 2023, at 6:15 p.m.

Roll Call

Present: Mark Alphonso, Sayeda Syed, Tim Raine, Jim Linn, Claudia Bevill, and Scotty Richardson

Absent: David Groves

Staff Present: Ben Bryner

Also Present: Attorney, Julie Doshier

2. WORKSESSION AGENDA ITMES

- 2 a** Presentation and discussion of a of a Special Use Permit to allow for an Auto Repair Shop, for Lot 1B1, Block 3, Village Park Addition, located at 700 Glade Road, Case ZC23-011

Ben Bryner presented the item and briefed the Commission. Staff addressed questions of the Commission regarding the content of SUP for the Auto Repair shop.

3. ADJOURMENT

The meeting adjourned at 6:24 p.m.

The minutes were written and prepared by:

Jacquelyn Reyff
Planning Manager

The meeting minutes were approved on May 8, 2023 by a vote of 6-0.

RESOLUTION R-23-4845

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
MAY 16, 2023**

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

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

Sec. 1. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, ON THIS THE 16TH DAY OF MAY 2023.

Mayor Bobby Lindamood
Brandi Elder, Place 1
Scotty Richardson, Place 3
Chuck Kelley, Place 5

_____	George Bond, Place 2	_____
_____	Ben Graves, Place 4	_____
_____	Callie Rigney, Place 6	_____

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor