



City of Colleyville City Council Agenda

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

Tuesday, October 15, 2013

City Council Chambers

**PRE COUNCIL MEETING
EXECUTIVE SESSION
5:30 P.M.
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR**

CALL TO ORDER

PC-1 Update on the SH26/Colleyville Boulevard construction project

PC-2 Update and discussion of the 2014 citizen survey methodology

PC-3 Discussion of the first meeting date in November 2013

PC-4 Discussion of Ordinance O-02-1322

PC-5 Discussion of the use of art to enhance public spaces

PC-6 Discussion of the distribution of agenda packets for public meetings

PC-7 Presentation of the Monthly Financial Report - September 2013

PC-8 Discussion of the October 15, 2013, City Council regular agenda items

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

Section 551.071 - Legal - Consultation with attorney on legal issues raised by public hearing or action items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding pending litigation - Moxie Pest Services - Dallas, LLC v. City of Colleyville

Section 551.071 - Legal - Consultation with attorney regarding solicitor ordinance

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

Section 551.087 – Economic Development - Discuss or deliberate regarding commercial or financial information that the City has received from business prospects that 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

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

INVOCATION: Pastor Dave Jung, Crown of Life Church

PLEDGE OF ALLEGIANCE: City Attorney Matthew Boyle

2. EXECUTIVE SESSION: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - Resolution R-13-3680

3. ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS

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

In recognition of service to a City Board, Commission, or Committee

In recognition of Colleyville's featured businesses - Walgreens #4085, 4403 Colleyville Boulevard, Leslie Ramirez, Store Manager and Walgreens #4634, 3830 Glade Road, Jackie O'Shea, Store Manager - Mayor David Kelly and Economic Development Director Marty Wieder

Recognition of Wellness Champion Nominees

4. CONSENT: READING AND PUBLIC HEARING - Resolution R-13-3681

4a Approval of the minutes of the regular City Council meeting of October 2, 2013

4b Approval of a construction contract with North Texas Contracting, Inc., for the paving and drainage improvement - Jackson and Cheek-Sparger intersection, in an amount not to exceed \$1,932,126, and authorize the city manager to execute the contract

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- 4c** Approval of a contract with Halff Associates, Inc., for the Comprehensive Plan Update, in an amount not to exceed \$249,850, and authorize the city manager to execute the contract
 - 4d** Approval of an Interlocal Agreement and funding for the Metroport Teen Court Program
 - 4e** Approval of Service Agreements between the City of Colleyville and Trane Service Group, through the Texas Cooperative Purchasing Network (TCPN) to provide for year three of a five year agreement for the inspection, maintenance, and repair of the HVAC systems in the Colleyville City Hall, Colleyville Public Library, and Colleyville Justice Center in an amount not to exceed \$60,550.32

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

5a Ordinance O-13-1887

Consideration of a request for a zoning change from PUD-C-Planned Unit Development Commercial to PUD-R-Planned Unit Development Residential, on 1.82 acres on Lot 1, Block 1, of the San Bar Square Addition, located at 105 Cheek-Sparger Road, Case ZC13-008

5b Ordinance O-13-1888

Consideration of a request for a Special Use Permit for an accessory building on Lot 10, Block 4, of the Ashmore Addition, located at 2713 Highgrove Court, Case ZC13-011

5c Ordinance O-13-1889

Consideration of a request for a zoning change from AG-Agricultural to R40-Single Family Residential, on 1.06 acres on Lot 8, of the Mrs. Eva Paul's Subdivision, located at 1105 Tinker Road, Case ZC13-012

5d Ordinance O-13-1890

Consideration of a request for a Special Use Permit for a dance studio on Lot 1, Block 1, of the Ratliff Addition, located at 5310 Pleasant Run Road, Case ZC13-013

5e Ordinance O-13-1891

Approving a negotiated resolution between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2013 Annual Rate Review Mechanism filing and adopting tariffs that reflect rate adjustments consistent with the negotiated settlement

5f Ordinance O-13-1892

Approval of amendments to the Code of Ordinances Chapter 70, Article II, Section 70-28, Relating to Home Solicitation, Distribution, and Miscellaneous Sales

**6. ORDINANCE(S):
FIRST READING AND PUBLIC HEARING****6a Ordinance O-13-1893**

Consideration of a request for an amendment to the PUD-C-Planned Unit Development Commercial zoning and development requirements for Lot 1R, Block 1, of the Wildwood Estates Addition, located at 5700 Pool Road, Case ZC13-010

7. CITIZEN COMMENTS/PRESENTATIONS REGARDING ITEMS NOT ON THE AGENDA**8. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR OCTOBER 15, 2013 - Reading and Public Hearing - Resolution R-13-3682****9. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards Friday, October 11, 2013 by 5:00 p.m.

Amy Shelley, TRMC
City Secretary

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

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



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-1

Agenda Date 10/15/2013

Type Pre Council

Department Public Works

Title

Update on the SH26/Colleyville Boulevard construction project

Explanation

The City Council discussed the SH26/Colleyville Boulevard construction project during the October 2, 2013 Pre Council meeting. At that meeting, the City Council indicated a preference to reprioritize the remaining sections of the corridor to focus the current funding on the section between Brown Trail and Hall-Johnson Road. The City Council also indicated a preference of a four lane roadway in lieu of the originally designed six lane roadway. The City Council also directed staff to further evaluate the use of potential additional funding for the next sections of construction.

Staff will present a presentation and provide additional information regarding the use of any potential additional funding, and how the additional funding would affect the reconstruction of the corridor.

Modifications to the scope of the project or the funding sources must be given to North Central Texas Council of Governments and Texas Department of Transportation (TxDOT) prior to October 24, 2013, in order to prevent a delay in the next phase of construction.

The presentation that was given at the October 2, 2013 meeting and Memorandum of Understanding between the City of Colleyville, Regional Transportation Council, and TxDOT are also attached for reference.

Attachments

1. October 15, 2013 Presentation
2. October 2, 2013 Presentation
3. Memorandum of Understanding



SH26/Colleyville Boulevard Reconstruction Project

Pre Council
October 15, 2013

Recap of Previous Discussions

- Pre Council – October 2, 2012
 - Reprioritize the remaining sections of SH26/Colleyville Boulevard to focus available funding on the section between Brown Trail and Hall-Johnson Road
 - Request the project be constructed in stages to allow four lanes to be built initially
 - Direction is needed regarding the use of additional funds to extend the project limits of the next section of construction

Current Funding

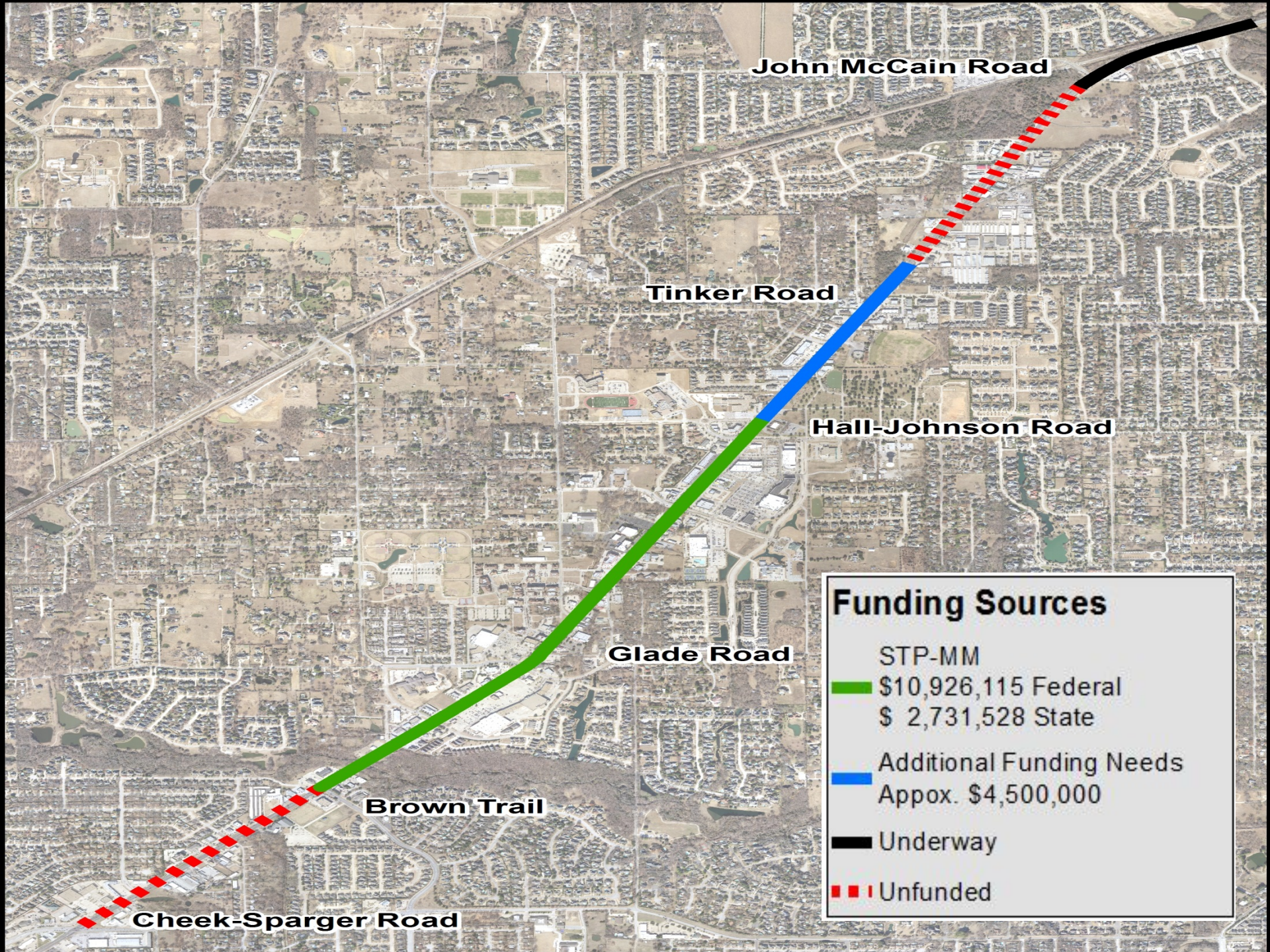
- Current Phase (Pool Road/Brumlow Avenue to John McCain Road)
 - \$4,000,000 Tarrant County
 - \$5,070,000 City of Colleyville (TIF)
 - \$1,608,000 Federal STP-MM
 - \$402,000 State Match for STP-MM
 - Additional \$400,000 in Federal STP-MM
 - Additional \$100,000 in State STP-MM
- Next Phase Available Funding
 - \$10,926,115 Federal STP-MM
 - \$ 2,731,528 State Match

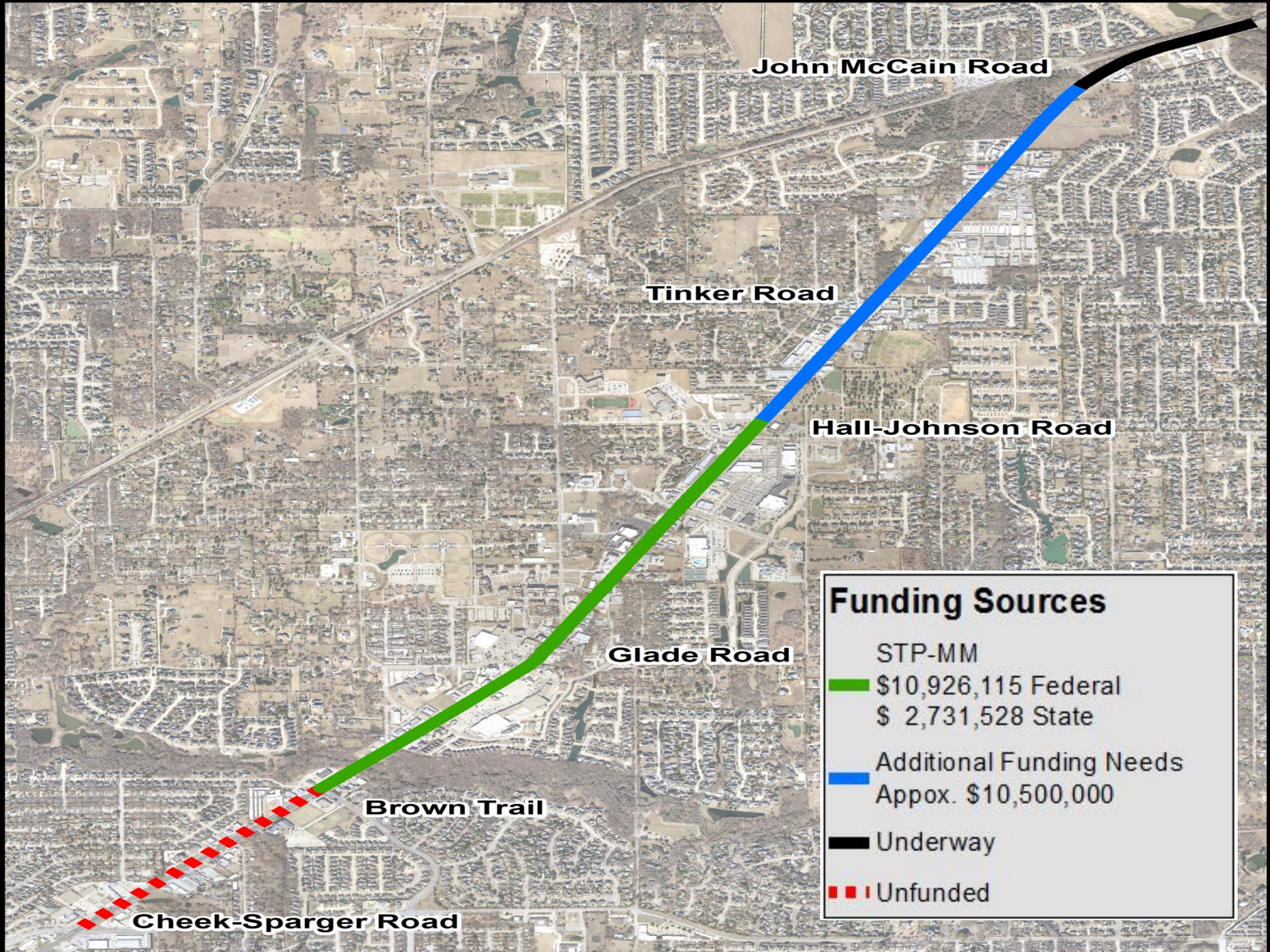
Potential Funding

- \$1,000,000 in potential Tarrant County funds
- \$3,000,000 in potential TIF funds from the original 1998 project plan that could be reallocated to this project
- \$1,500,000 in potential TIF funds from the original 1998 project plan that could be reallocated to this project that is not currently available, but is anticipated to be available prior to the bidding of the next section of construction
- \$4,500,000 in potential funding by using a Tax Anticipation Note through the TIF with the principal and interest cost funded through the annual contribution to the TIF
- Pass Through Financing

Use of Additional Funding

- The additional funding could be used to extend the limits of the next phase of construction through the Tinker Road intersection
- The additional funding could be used to extend the next phase of construction to meet the section that is currently under construction at the John McCain Road intersection





John McCain Road

Tinker Road

Hall-Johnson Road

Glade Road

Brown Trail

Cheek-Sparger Road

Funding Sources

STP-MM

 \$10,926,115 Federal

\$ 2,731,528 State

 Additional Funding Needs

Appox. \$10,500,000

 Underway

 Unfunded

Direction from City Council

- Reprioritize the remaining sections of SH26/Colleyville Boulevard to focus available funding on the section between Brown Trail and Hall-Johnson Road
- Request the project be constructed in stages to allow four lanes to be built initially
- Direction is needed regarding the use of additional funds to extend the project limits of the next section of construction



SH26/Colleyville Boulevard Reconstruction Project

City Council Pre Council
October 2, 2013

Objectives

- Obtain City Council direction about how to prioritize the remaining sections of SH26/Colleyville Blvd. Reconstruction
- Decide how many lanes of traffic the City prefers on SH26/Colleyville Blvd.
- Consider the option of any additional funding to extend the project's construction limits

Recap of Worksession

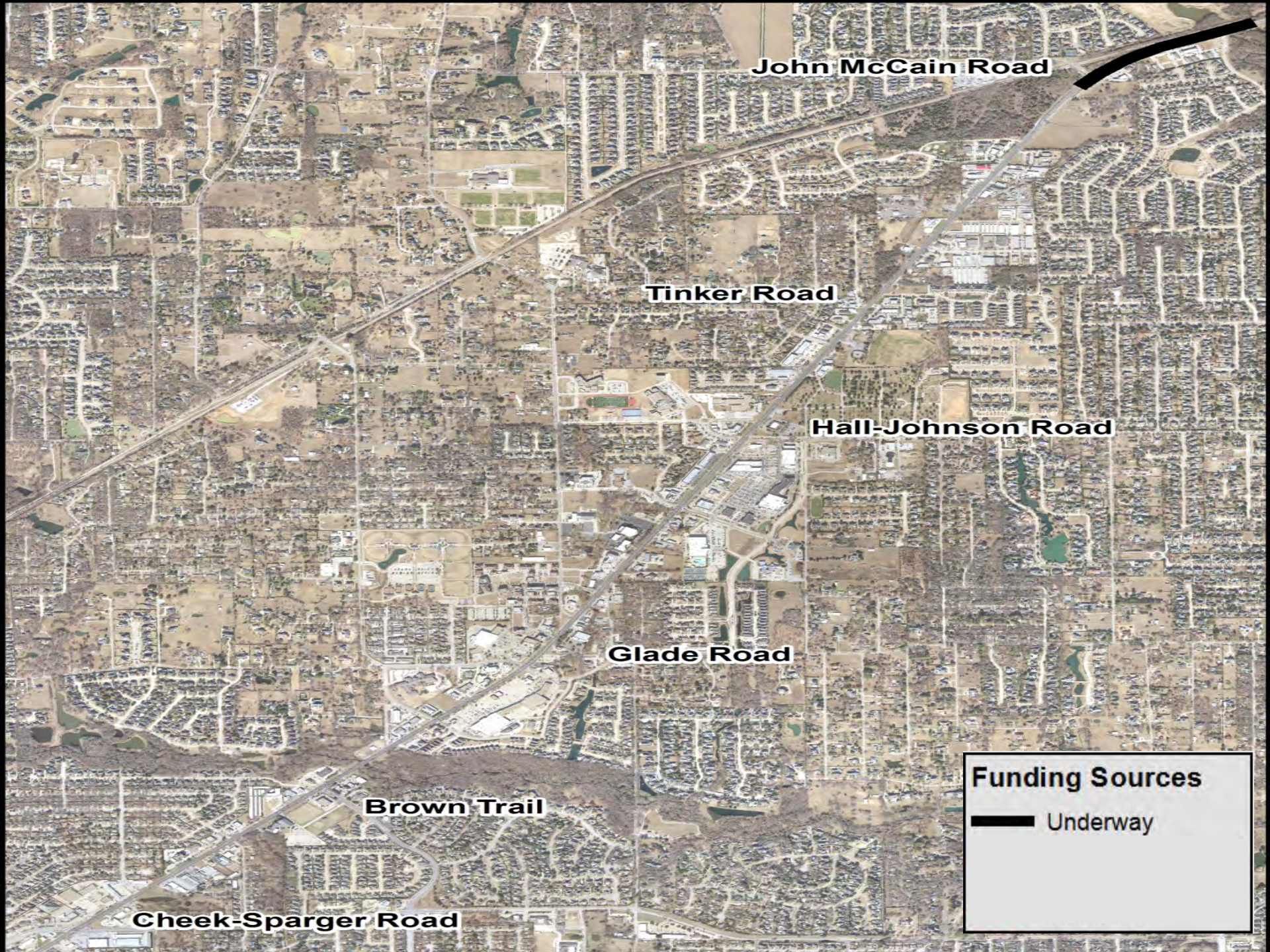
- The opportunity to influence the project is now and direction should be given to NCTCOG and TxDOT by October 24 to prevent any delays
- “Destination Colleyville”
- Four Lanes vs. Six Lanes
- City Council Direction:
 - o Primary Directive: Focus funding on the central business district (Brown Trail to Hall-Johnson Road)
 - o Secondary Directive: Complete the project (Brown Trail to John McCain Road)

Current Status

- Brumlow/Pool Road to John McCain Road under construction (Colleyville TIF contribution of \$5,070,00 total construction cost of \$11,414,000)
- TxDOT is set to let John McCain Road to Hall-Johnson Road in FY2014

Assumptions

- All cost estimates are consistent with estimates provided in previous presentations
- Graphics are for visual reference only
- A conservative 10% savings was used for the four lane concept



John McCain Road

Tinker Road

Hall-Johnson Road

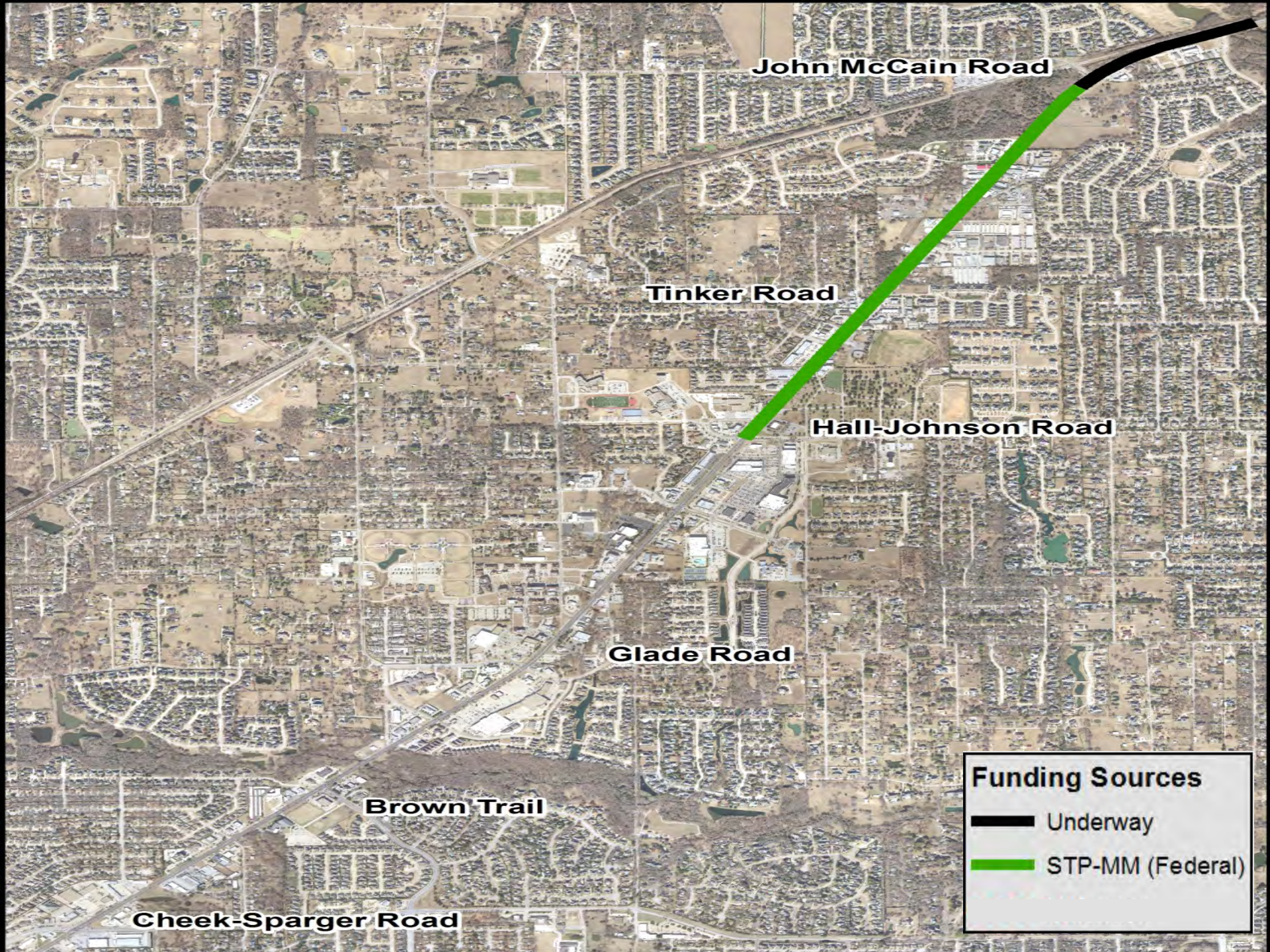
Glade Road

Brown Trail

Cheek-Sparger Road

Funding Sources

Underway



John McCain Road

Tinker Road

Hall-Johnson Road

Glade Road

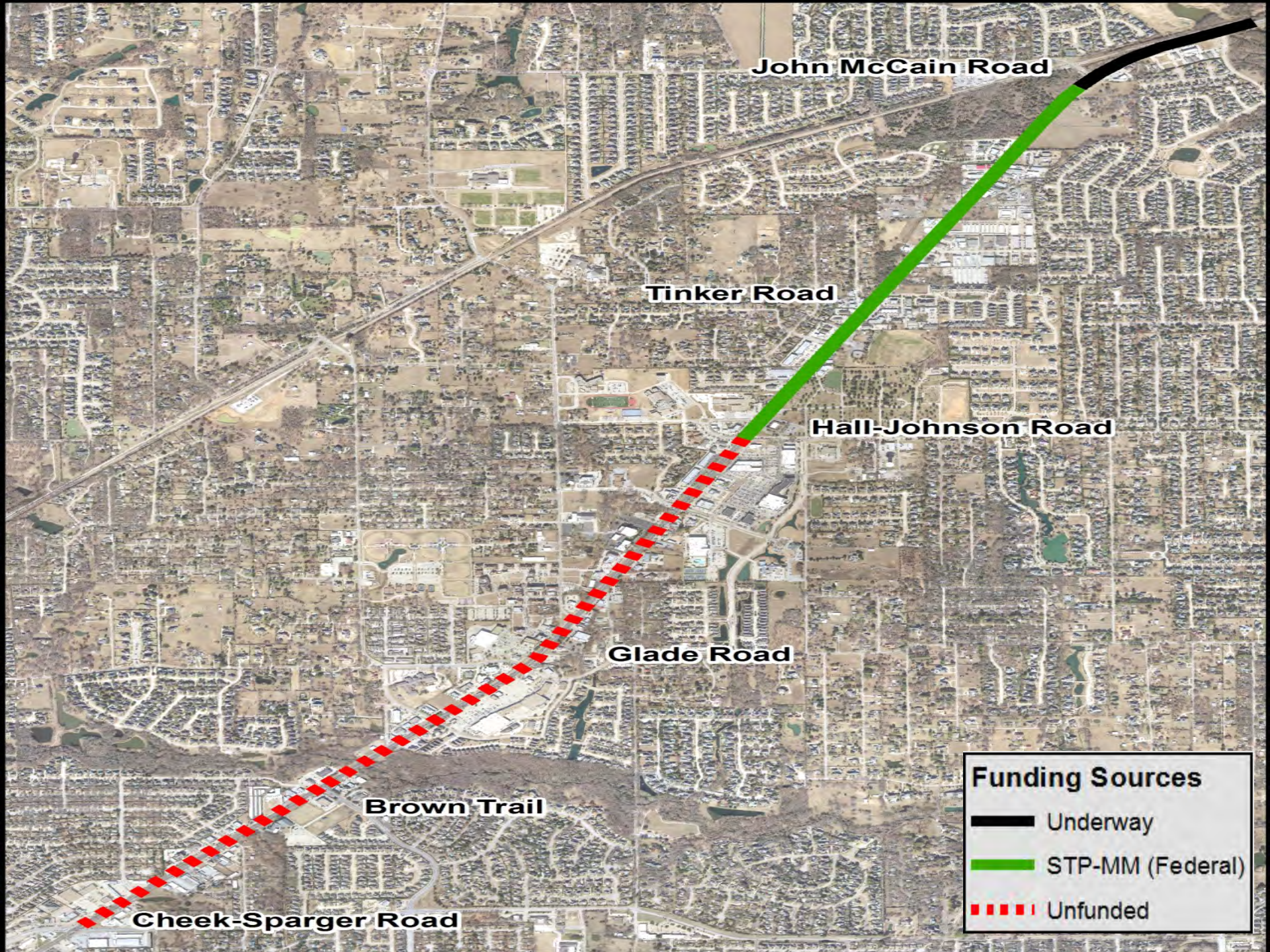
Brown Trail

Cheek-Sparger Road

Funding Sources

 Underway

 STP-MM (Federal)



John McCain Road

Tinker Road

Hall-Johnson Road

Glade Road

Brown Trail

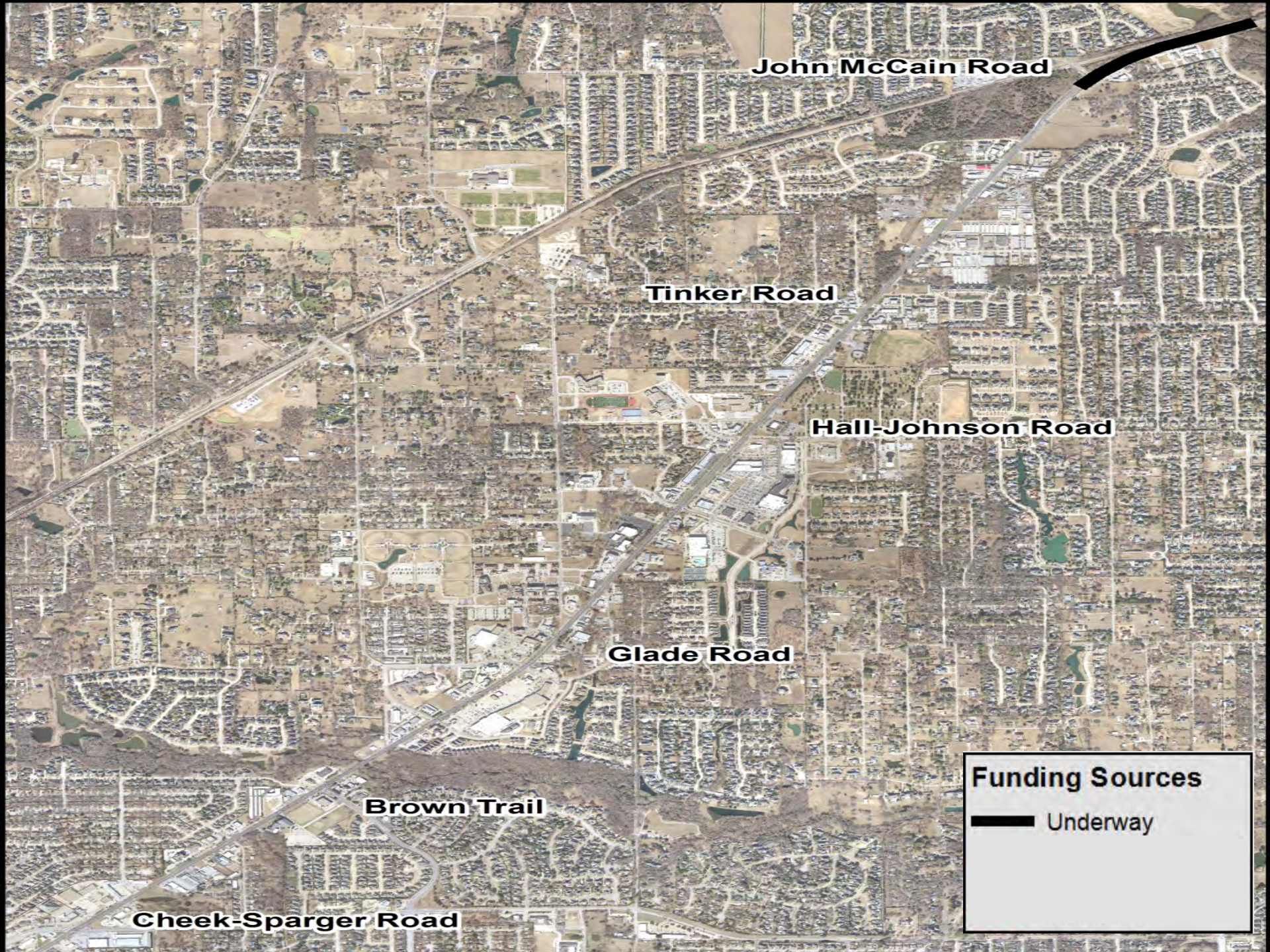
Cheek-Sparger Road

Funding Sources

-  Underway
-  STP-MM (Federal)
-  Unfunded

Primary Directive

- Focus remaining project funding on Colleyville's central business district of Colleyville Boulevard
- Prioritizes the Brown Trail to Hall-Johnson Road section prior to the section from Hall-Johnson Road to John McCain Road



John McCain Road

Tinker Road

Hall-Johnson Road

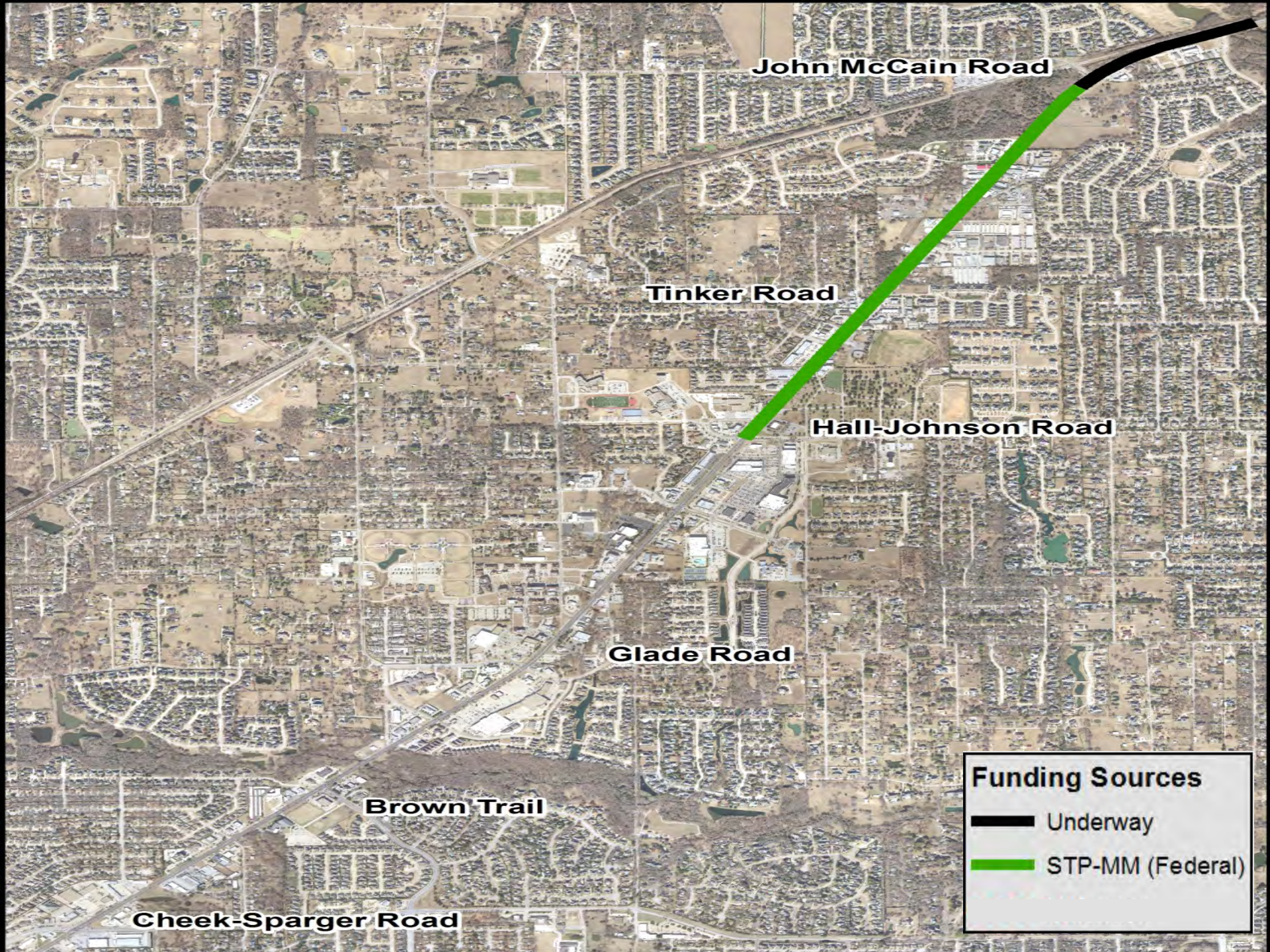
Glade Road

Brown Trail

Cheek-Sparger Road

Funding Sources

 **Underway**



John McCain Road

Tinker Road

Hall-Johnson Road

Glade Road

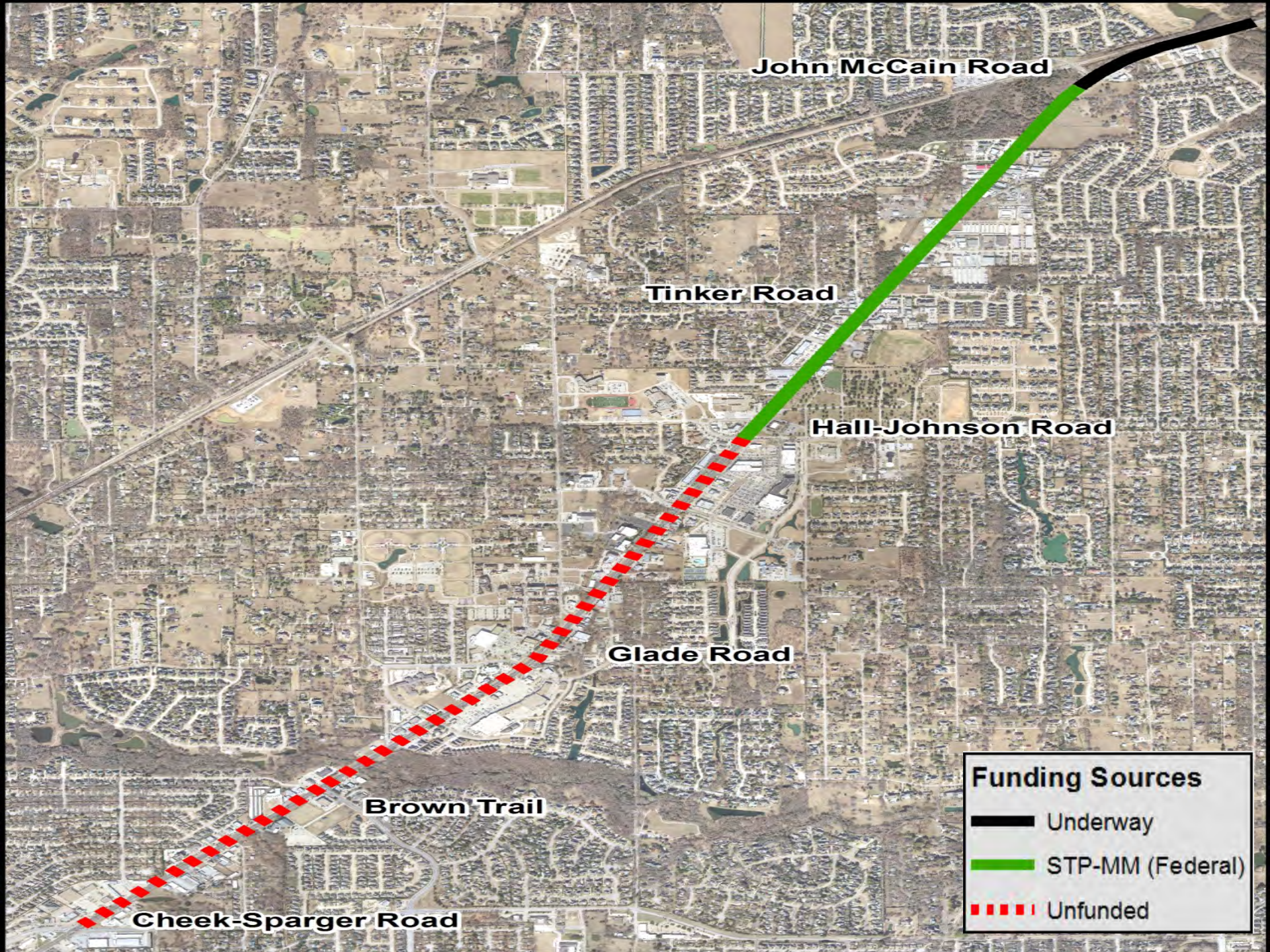
Brown Trail

Cheek-Sparger Road

Funding Sources

 Underway

 STP-MM (Federal)



John McCain Road

Tinker Road

Hall-Johnson Road

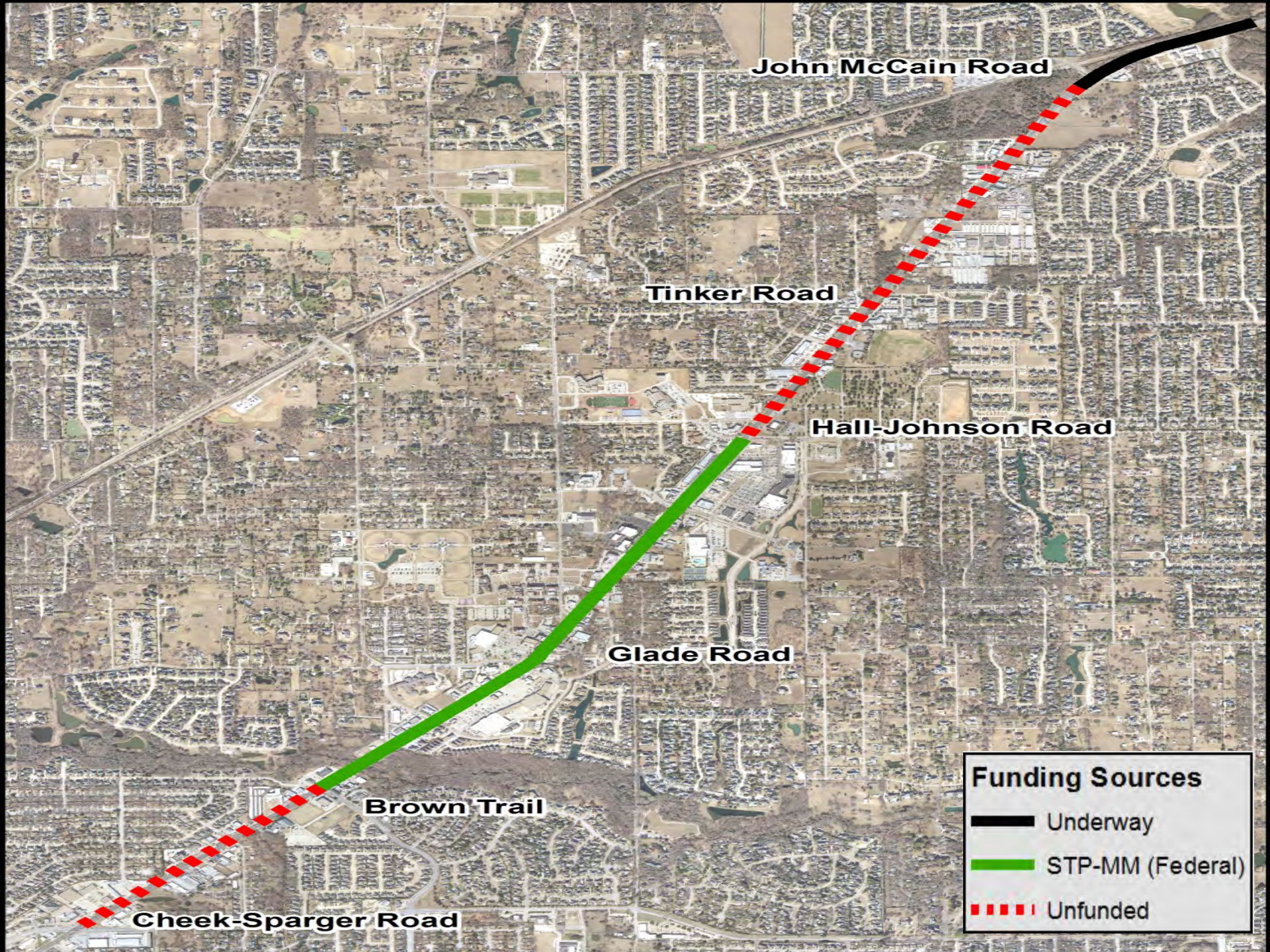
Glade Road

Brown Trail

Cheek-Sparger Road

Funding Sources

-  Underway
-  STP-MM (Federal)
-  Unfunded



John McCain Road

Tinker Road

Hall-Johnson Road

Glade Road

Brown Trail

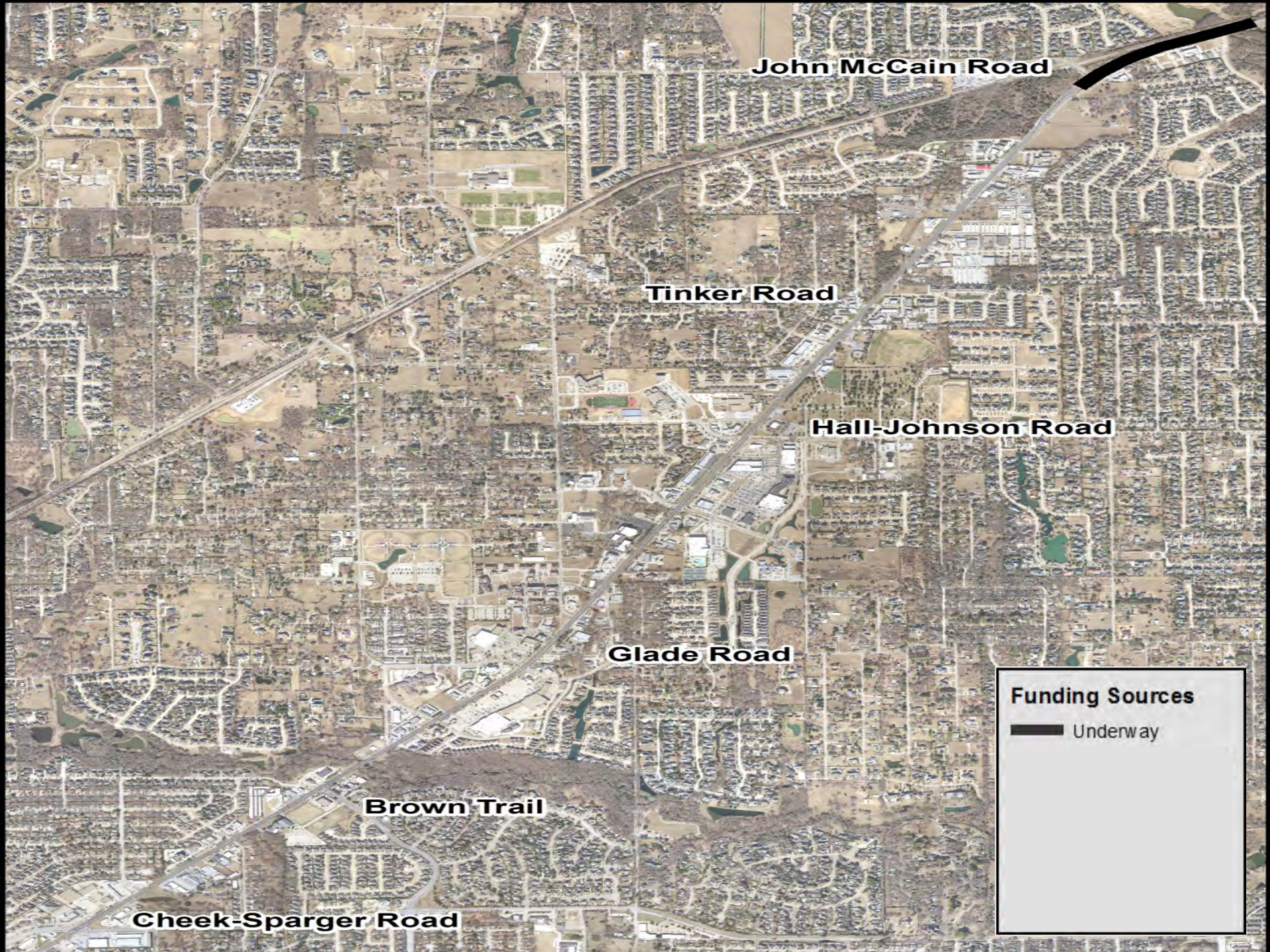
Cheek-Sparger Road

Funding Sources

-  Underway
-  STP-MM (Federal)
-  Unfunded

Secondary Directive

Evaluate the potential to expand the limits of the next phase of construction to complete the reconstruction of the roadway through Colleyville



John McCain Road

Tinker Road

Hall-Johnson Road

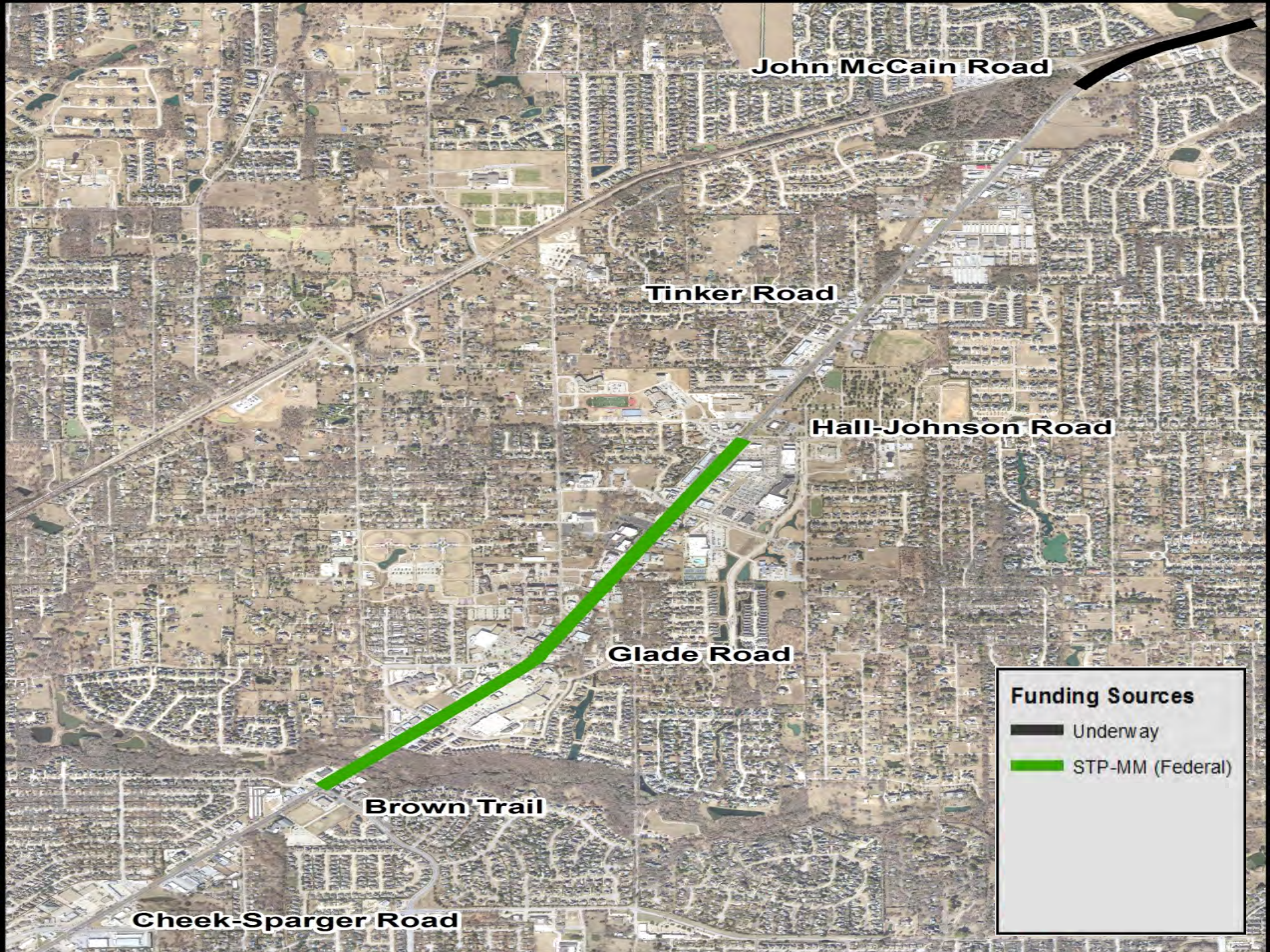
Glade Road

Brown Trail

Cheek-Sparger Road

Funding Sources

 Underway



John McCain Road

Tinker Road

Hall-Johnson Road

Glade Road

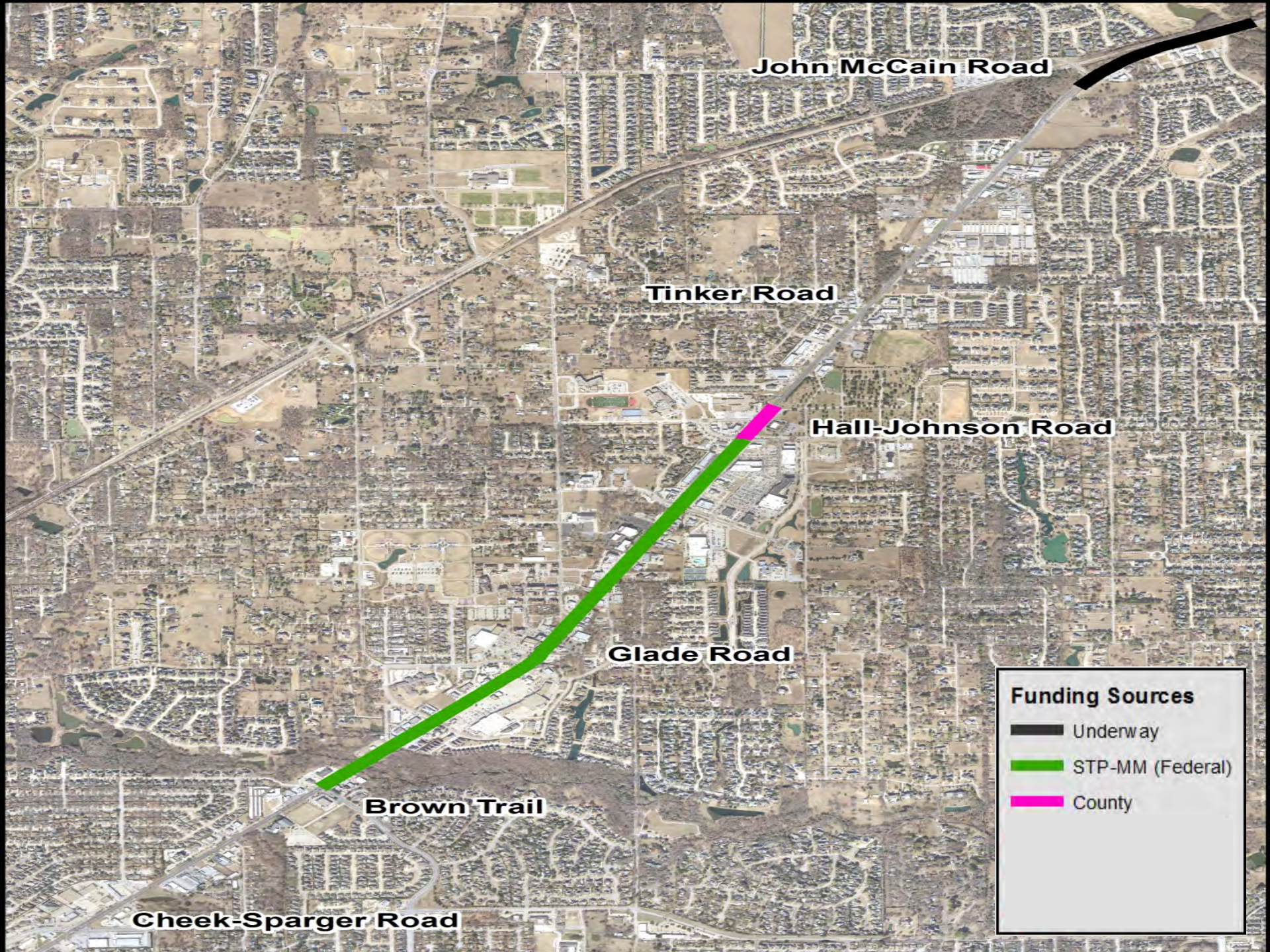
Brown Trail

Cheek-Sparger Road

Funding Sources

 Underway

 STP-MM (Federal)



John McCain Road

Tinker Road

Hall-Johnson Road

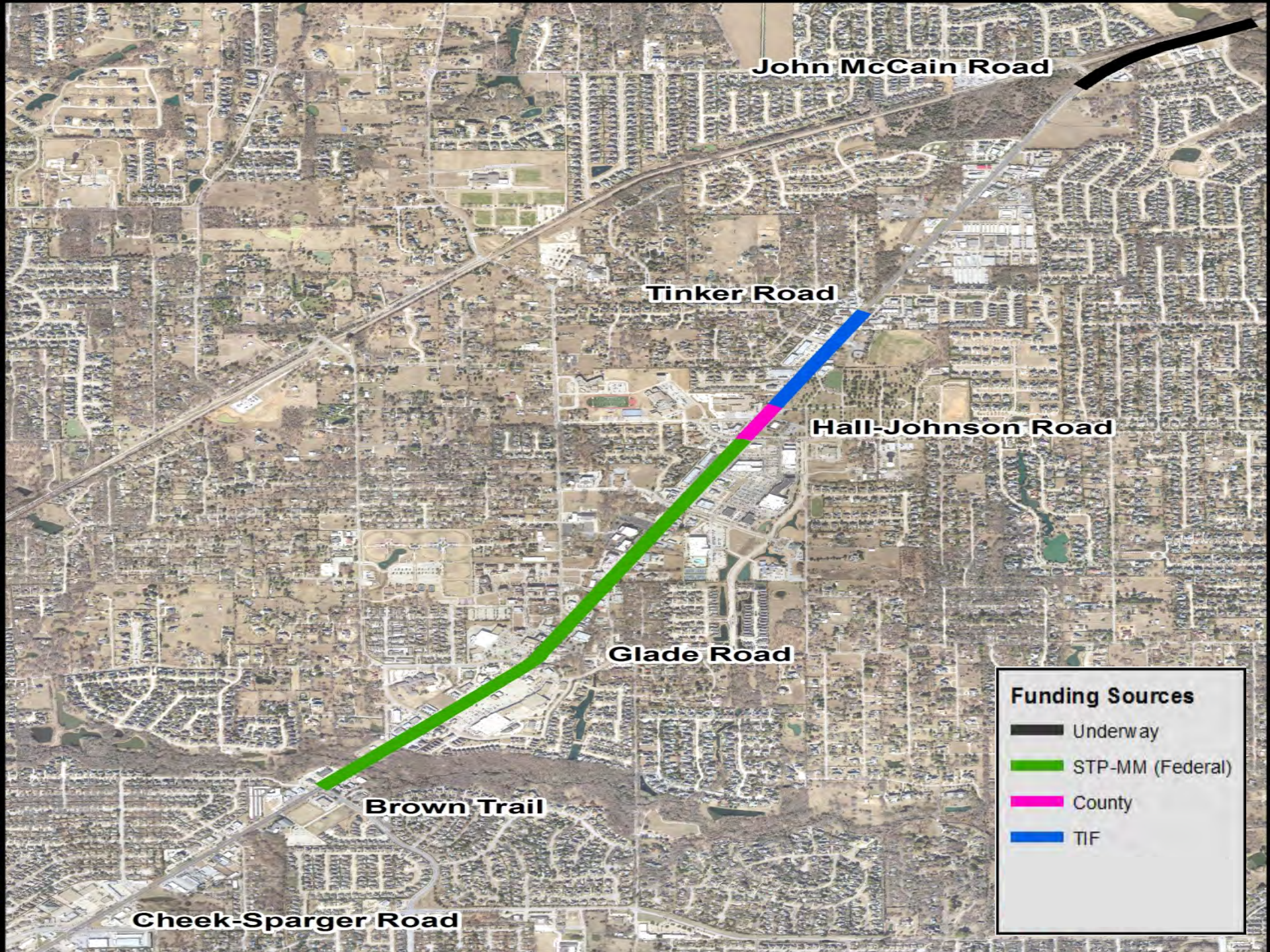
Glade Road

Brown Trail

Cheek-Sparger Road

Funding Sources

-  Underway
-  STP-MM (Federal)
-  County



John McCain Road

Tinker Road

Hall-Johnson Road

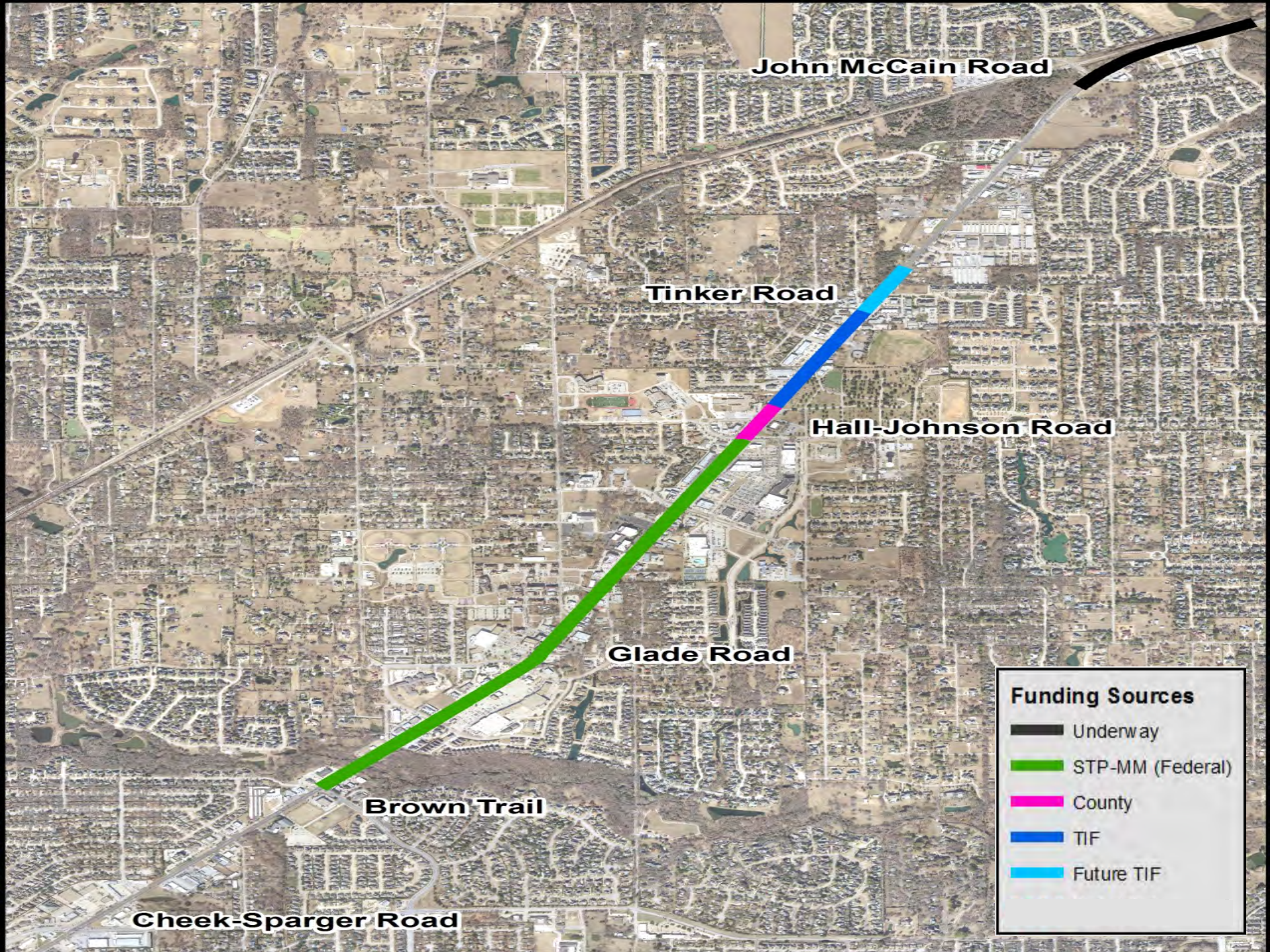
Glade Road

Brown Trail

Cheek-Sparger Road

Funding Sources

-  Underway
-  STP-MM (Federal)
-  County
-  TIF



John McCain Road

Tinker Road

Hall-Johnson Road

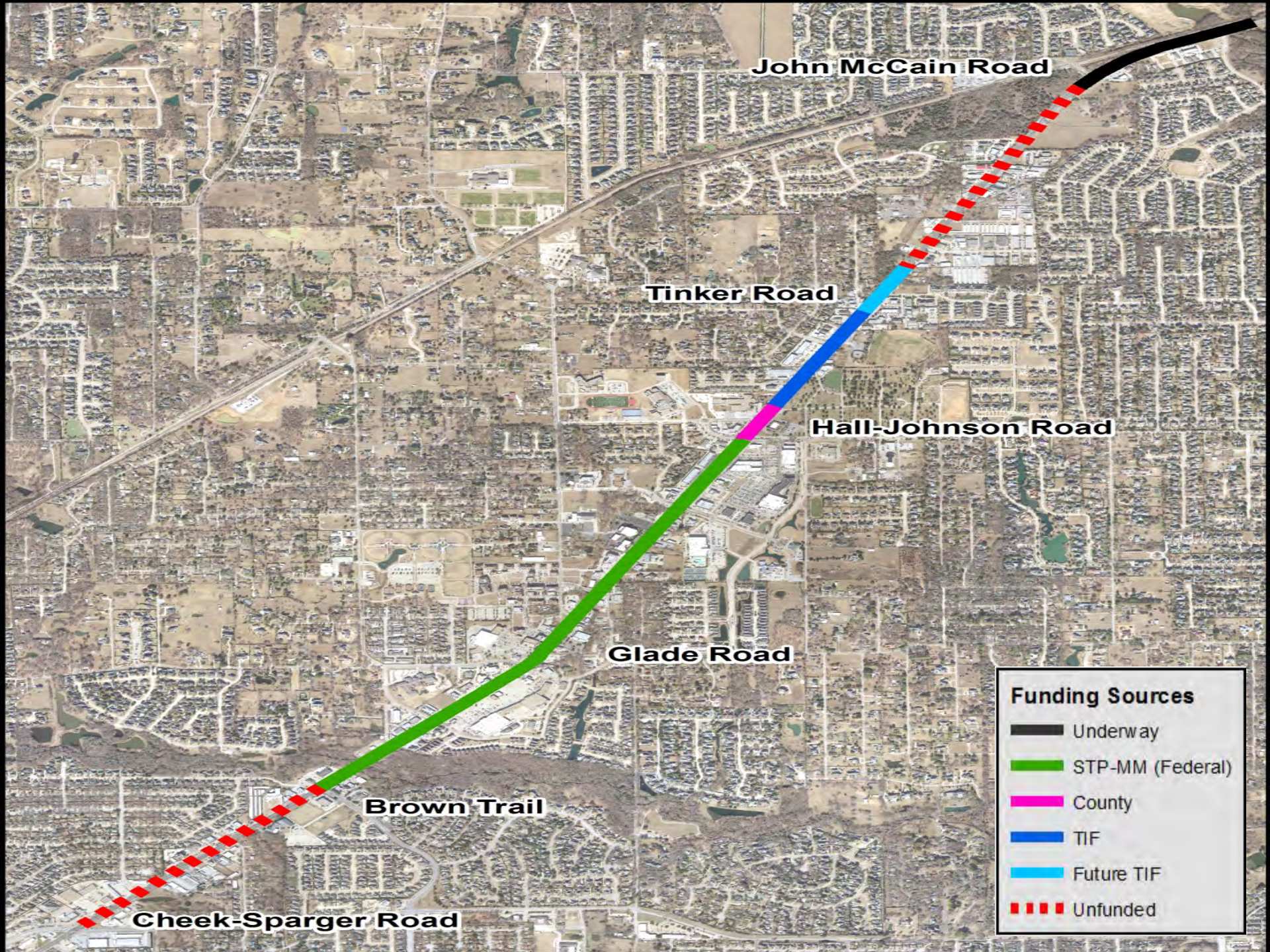
Glade Road

Brown Trail

Cheek-Sparger Road

Funding Sources

-  Underway
-  STP-MM (Federal)
-  County
-  TIF
-  Future TIF



Destination Colleyville

- Create a “Sense of Place” and a “Sense of Arrival”
- Landscape Branding Manual
- Opportunity to use the Transportation Enhancement Grant
- Consider a four lane concept for SH26/Colleyville Boulevard through the main commercial corridor of the City



Six Lane R.O.W. with Four Lanes



Six Lane R.O.W. with Six Lanes



Four Lane Road Heading Toward an Intersection



Six Lane Road Heading Toward an Intersection



Six Lane Bridge with Four Lanes



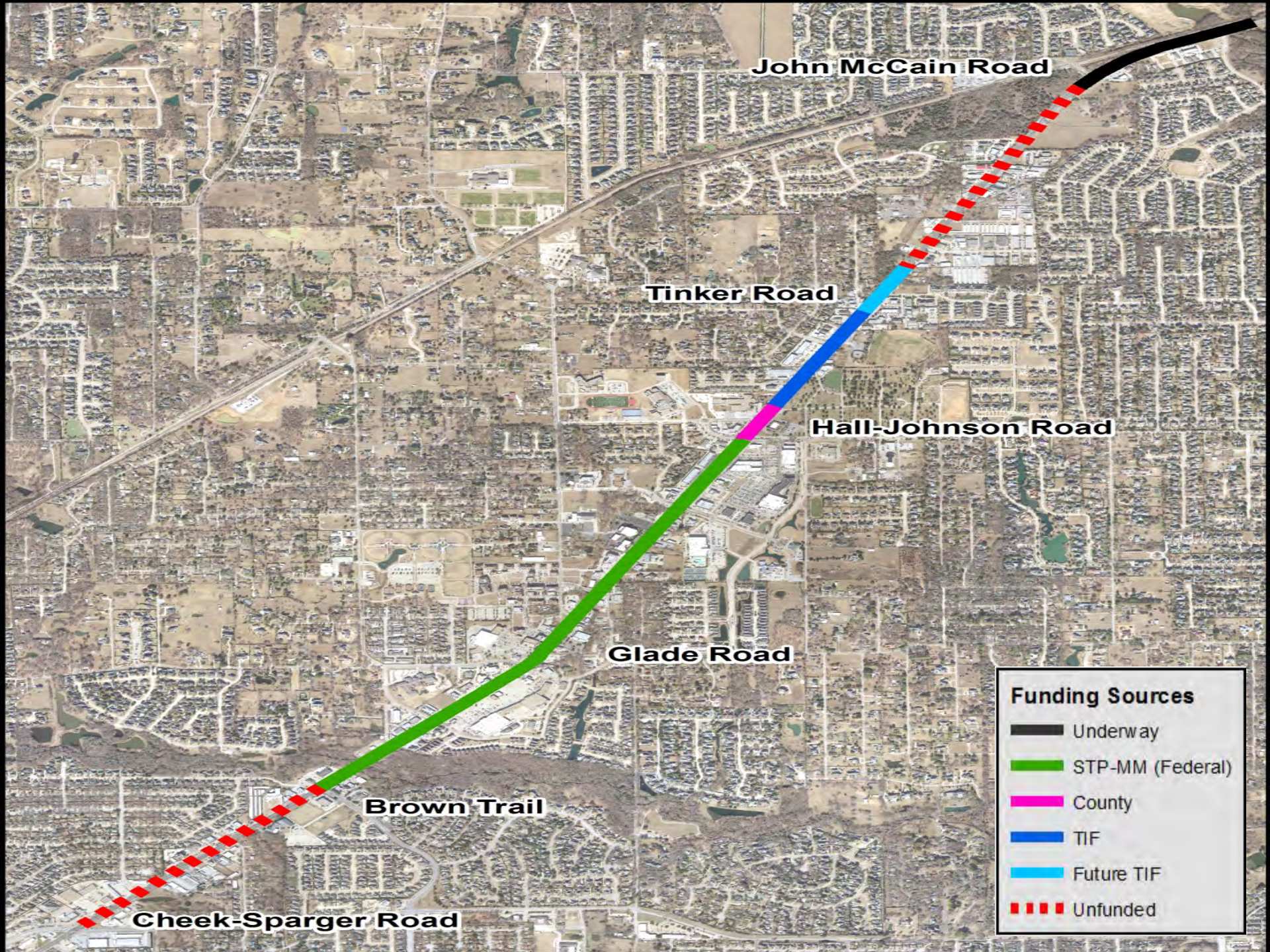
Four Lane Section Expanding for an Intersection

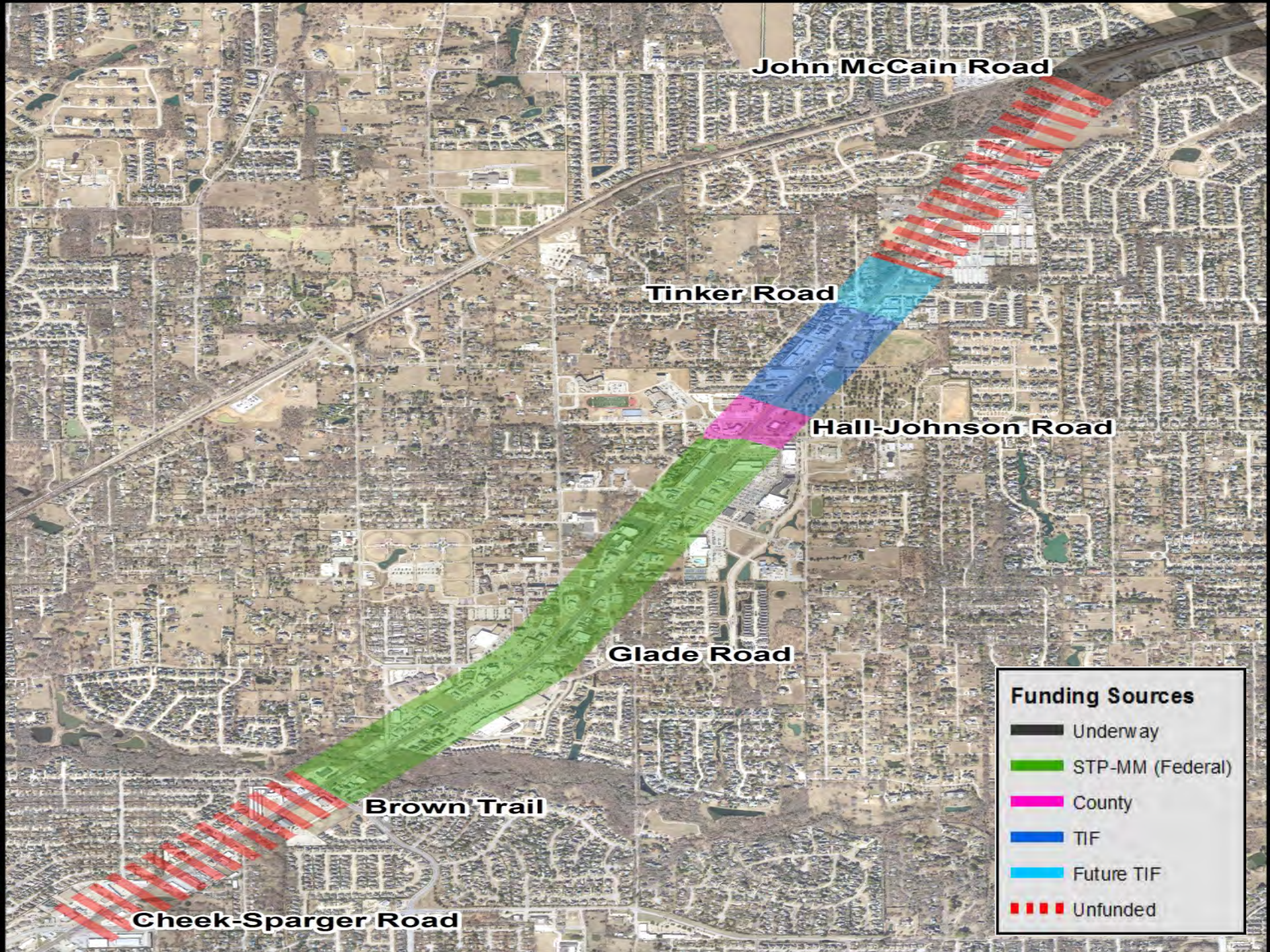


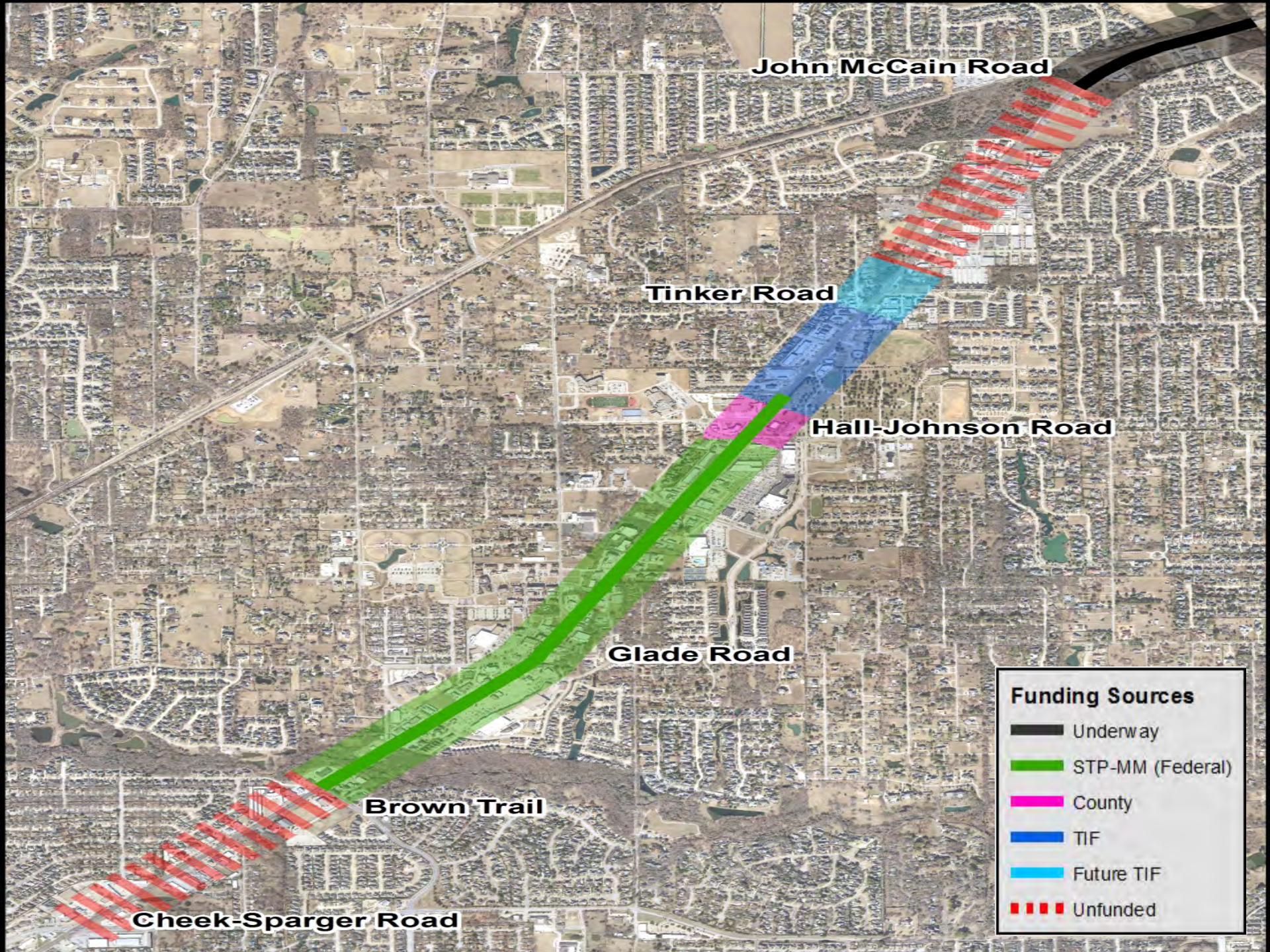
Four Lane Concept 34' Median



Six Lane Concept 14' Median







John McCain Road

Tinker Road

Hall-Johnson Road

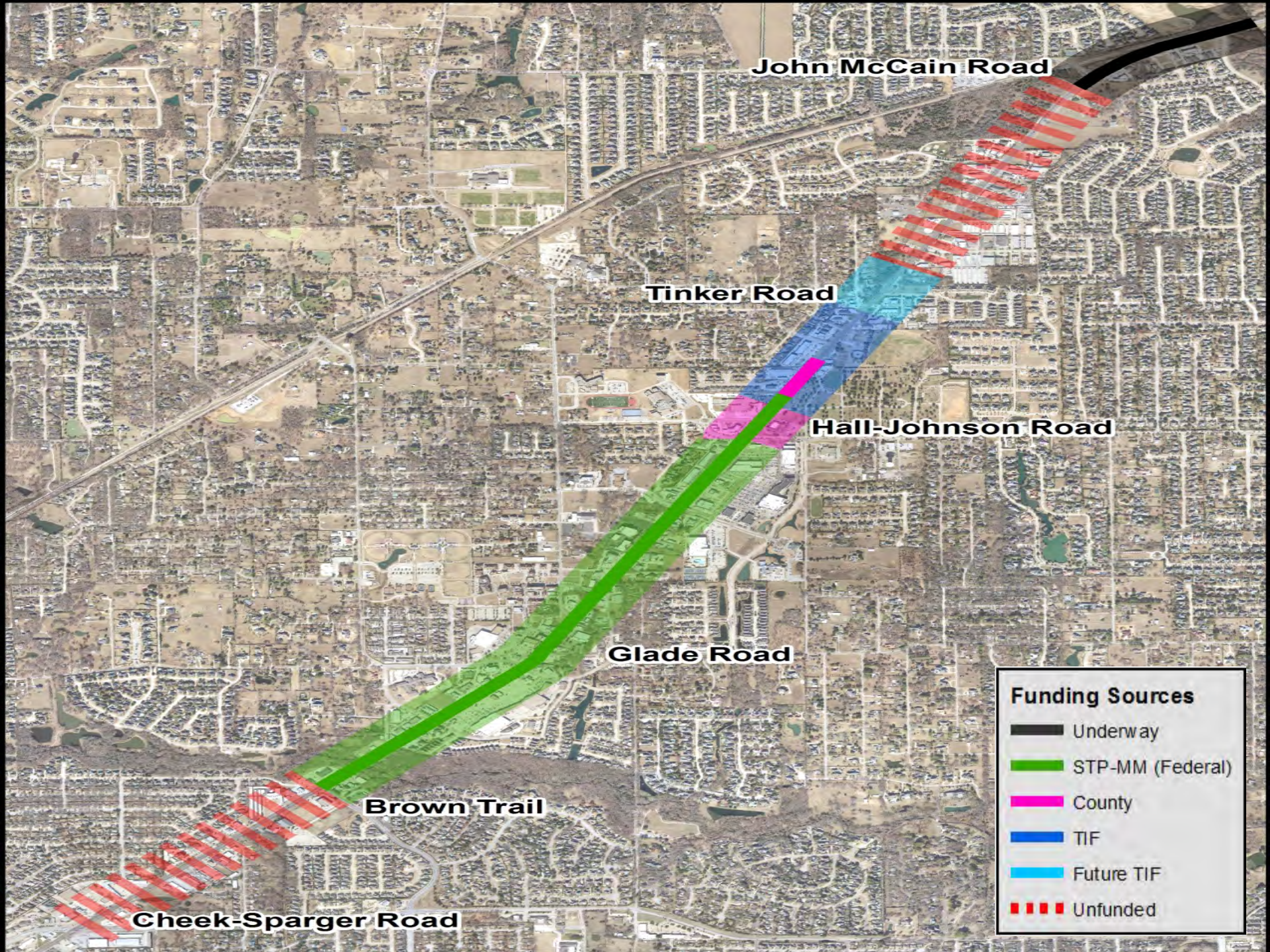
Glade Road

Brown Trail

Cheek-Sparger Road

Funding Sources

-  Underway
-  STP-MM (Federal)
-  County
-  TIF
-  Future TIF
-  Unfunded



John McCain Road

Tinker Road

Hall-Johnson Road

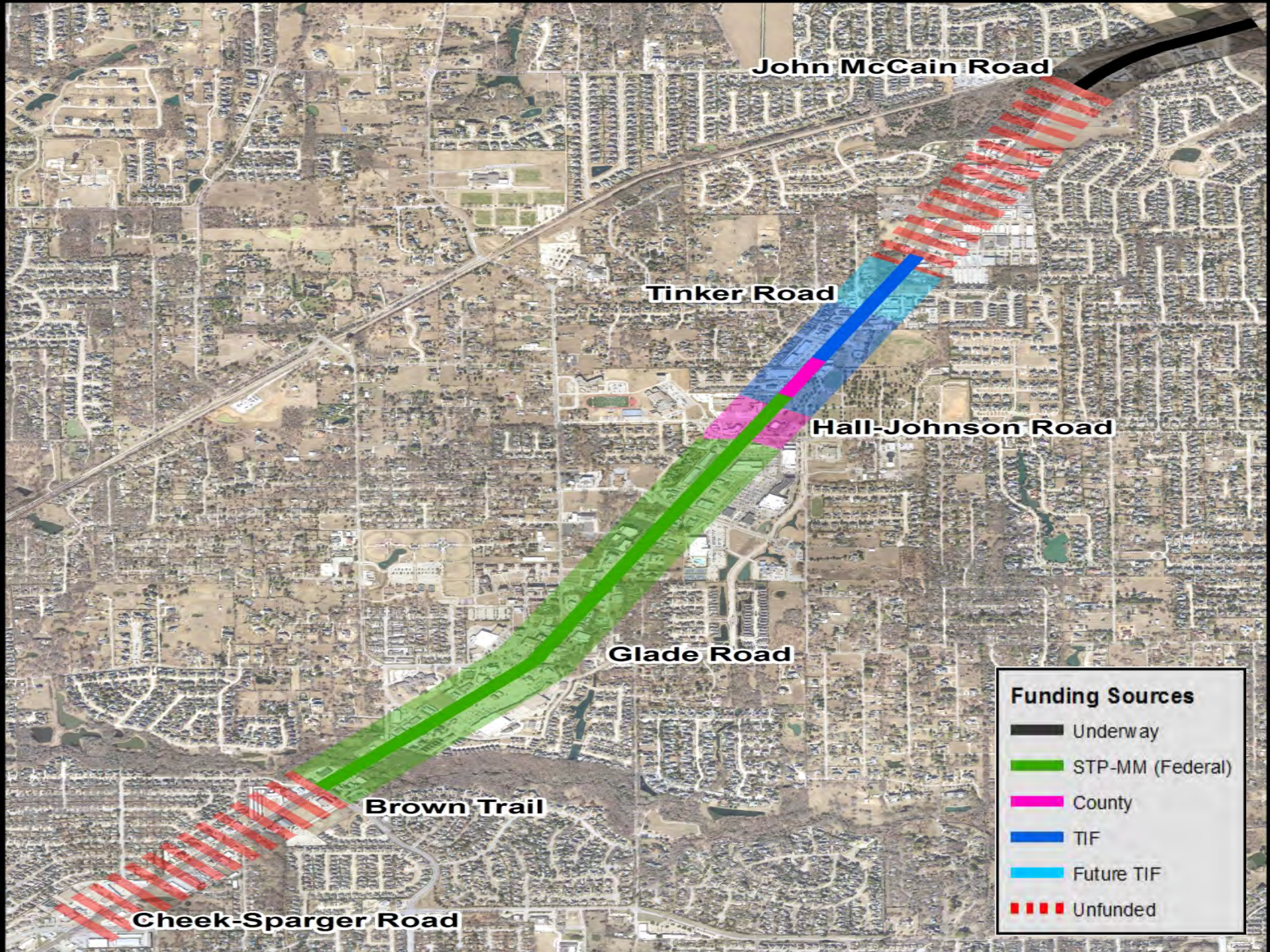
Glade Road

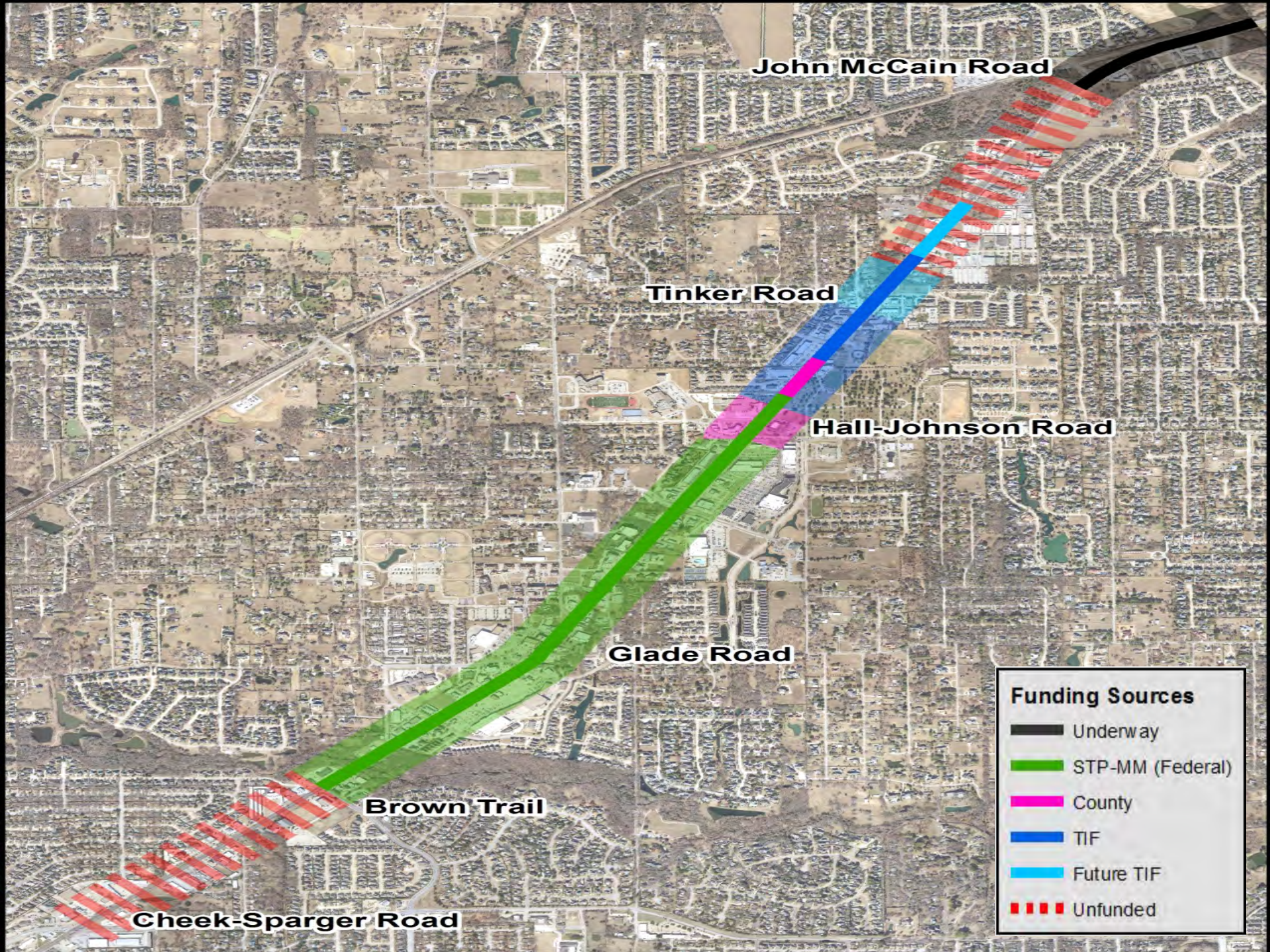
Brown Trail

Cheek-Sparger Road

Funding Sources

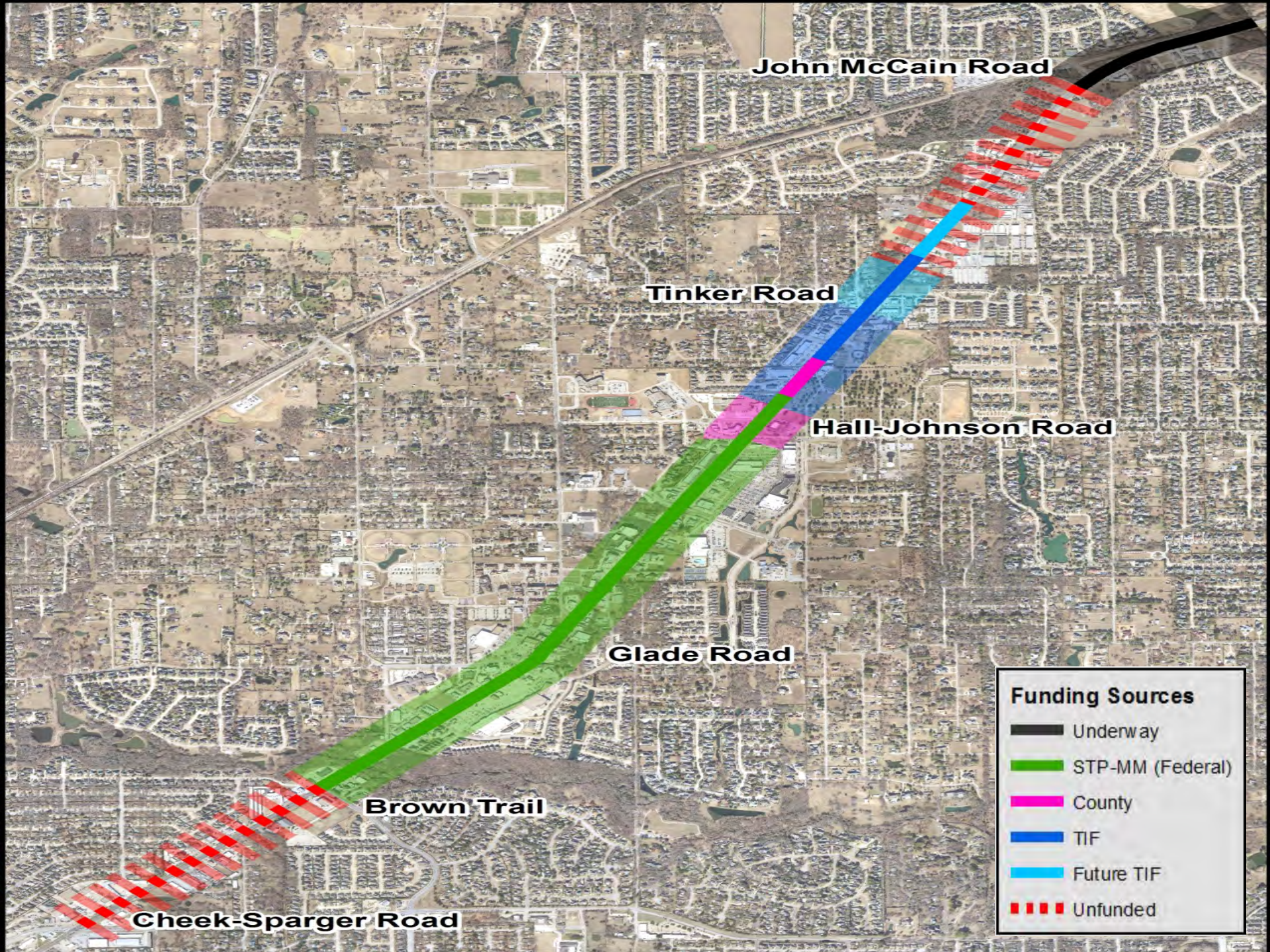
-  Underway
-  STP-MM (Federal)
-  County
-  TIF
-  Future TIF
-  Unfunded





Funding Sources

- Underway
- STP-MM (Federal)
- County
- TIF
- Future TIF
- Unfunded



John McCain Road

Tinker Road

Hall-Johnson Road

Glade Road

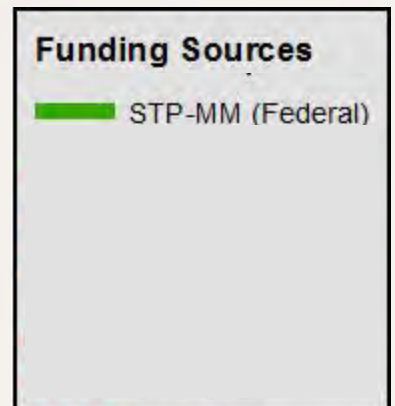
Brown Trail

Cheek-Sparger Road

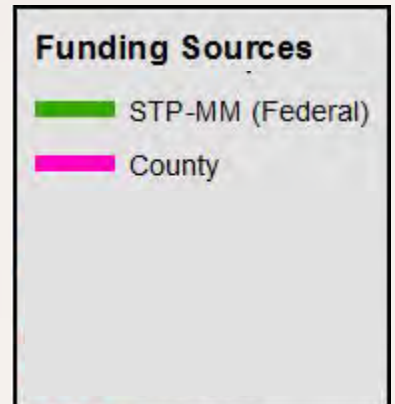
Funding Sources

- Underway
- STP-MM (Federal)
- County
- TIF
- Future TIF
- Unfunded

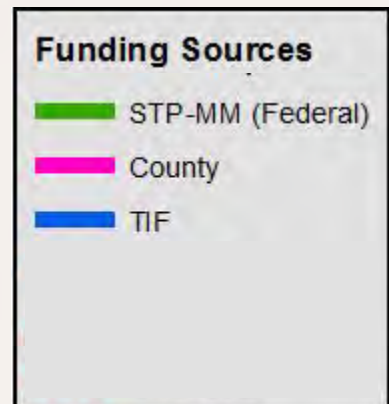
Current Funding (\$13.6 mil)



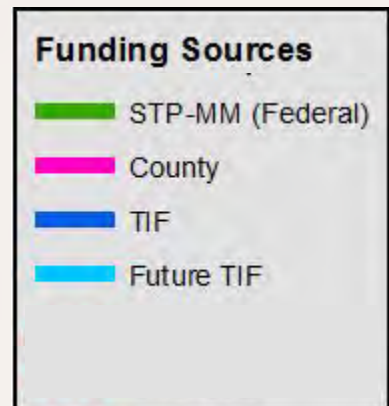
Current Funding and Potential Additional County Funding (\$1 mil)



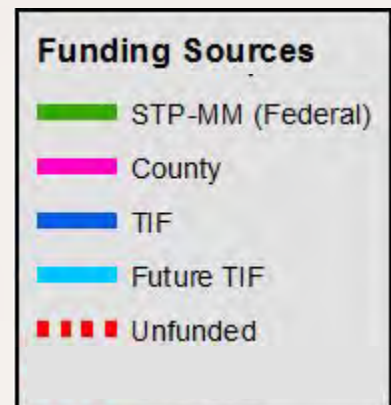
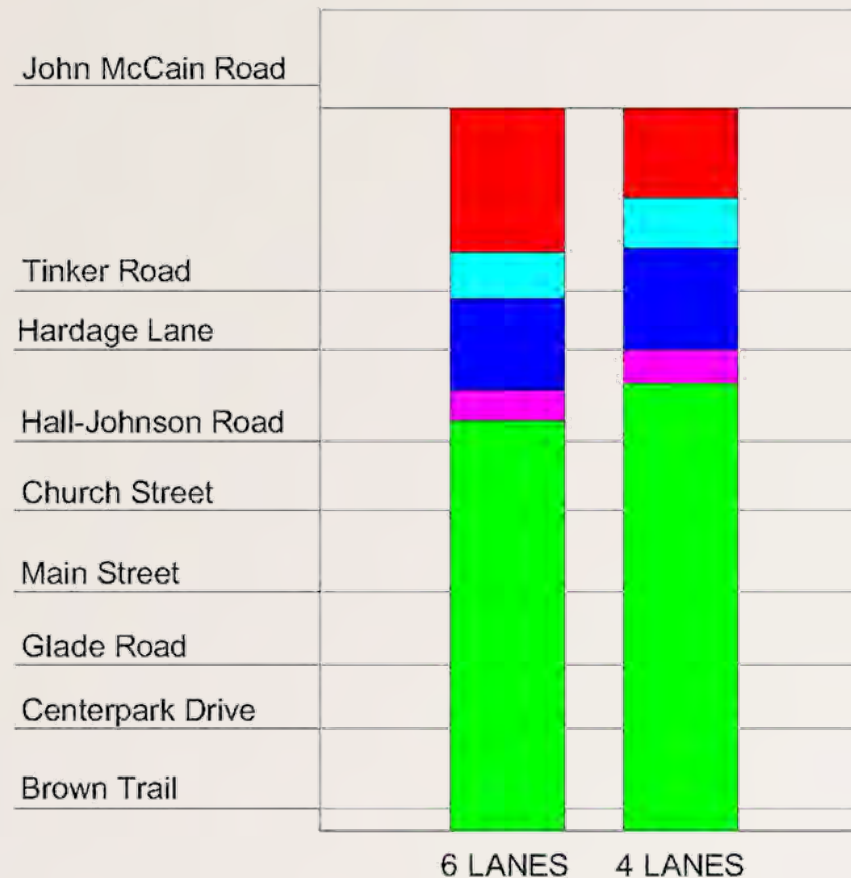
Current Funding, Potential Additional County Funding, and Potential Additional Colleyville TIF Funding (\$3 mil)



Current Funding, Potential Additional County Funding, Potential Additional Colleyville TIF Funding, and Potential Future Colleyville TIF Funding (\$1.5 mil)



Current Funding, Potential Additional County Funding, Potential Additional Colleyville TIF Funding, Potential Future Colleyville TIF Funding, and Unfunded

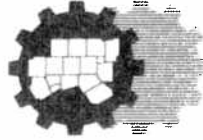


Unfunded Section of Roadway

- Complete the project as a six lane roadway:
\$5,650,000 additional funding
- Complete the project as a four lane roadway:
\$3,000,000 additional funding
- Tax Anticipation Note through the TIF with the principal and interest cost funded through the City's annual contribution to the TIF

Direction from City Council

- Construct the section between Brown Trail and Hall-Johnson Road?
- How many lanes of traffic?
- Use additional funds to extend the project limits of the next section of construction?



North Central Texas Council Of Governments

June 28, 2011

Ms. Jennifer Fadden
City Manager
City of Colleyville
1000 Main Street
Colleyville, TX 76034

Dear Ms. Fadden:

Enclosed is a signed original for your files of the Memorandum of Understanding for the SH 26 project (from Brumlow/Pool to Cheek Sparger).

If you have any questions, please contact me at (817) 608-2338.

Sincerely,

Christie Jestis
Senior Program Manager
Transportation Project Programming

LP:lp

Enclosure

110410

MEMORANDUM OF UNDERSTANDING
S.H. 26 from Brumlow/Pool to Cheek Sparger
City of Colleyville, Tarrant County, Regional Transportation Council, and Texas Department of
Transportation

This memorandum of understanding (MOU) is intended to outline a future interlocal agreement, between one or more parties, regarding the funding strategy for S.H. 26 from Brumlow/Pool to Cheek-Sparger.

I. BACKGROUND

In July 2010, the northern segment of S.H. 26 from S.H. 114 to Brumlow/Pool let using American Recovery and Reinvestment Act funding, which created significant cost savings and released Tarrant County, Regional Transportation Council (RTC), and Texas Department of Transportation (TxDOT) funds previously committed to that segment. Subsequently, Tarrant County, the City of Colleyville, TxDOT, and RTC agreed to fund the next segment on S.H. 26 from Brumlow/Pool to John McCain utilizing the cost savings from the northern segment and partially advancing funds from TIP 11153/CSJ 0363-01-114 (S.H. 26 from Brumlow/Pool to Cheek-Sparger. Please note that the RTC cost savings from the S.H. 26 from S.H. 114 to Brumlow/Pool section were transferred from the Western to Eastern Subregion, and are no longer available to this project.

Through this document, the impacted parties hereby state the terms of agreement and concur with the resulting commitments made as a part of this funding strategy.

II. S.H. 26 FROM BRUMLOW/POOL TO JOHN MCCAIN

The project is described as the construction of S.H. 26 from Brumlow/Pool to John McCain, 4 to 6 lanes, add curb and gutter, storm sewer, replace bridges, upgrade signal system, and the bridge widening for the trail crossing over Big Bear Creek; Construction costs are estimated at \$11,110,000.

Committed Funding

by Agency:	\$ 4,000,000 – Tarrant County Commitment
	\$ 5,070,000 – City of Colleyville Commitment (includes funding originally identified for SH 26 at Tinker Road intersection improvement)
	\$ 1,608,000 – RTC Commitment (federal share of Surface Transportation Program - Metropolitan Mobility Funds or STP-MM Funds)
	<u>\$ 402,000</u> – TxDOT Commitment of State Match to the STP-MM Funds
	\$11,080,000

The project is scheduled to let for construction by the end of TxDOT's FY 2011 (August 2011), but may occur earlier if the construction plans can be finalized, and city and franchise utilities can be moved. Therefore, all funds must be available in FY 2011.

If the project bids for less than available funding, at project close out, each entity's contribution will be reduced by its share of the total funding (i.e., 36% Tarrant County, 45.9% City of Colleyville, 14.5% RTC, and 3.6% TxDOT). TxDOT's share is directly tied to RTC's share (STP-MM), as TxDOT is matching the STP-MM funds. Any reduced funds (i.e., cost savings) will be utilized for other segments of SH 26 further to the south in the City of Colleyville.

RTC/TxDOT agree to cover reasonable and necessary contingency and change order costs. To this end, an additional \$400,000 in federal STP-MM funds and \$100,000 in State matching funds will be reserved for this purpose. If these funds are not used, they will be moved to the next section of S.H. 26 (from John McCain to Hall-Johnson Road).

III. S.H. 26 FROM JOHN MCCAIN TO HALL-JOHNSON RD

The balance of funds from TIP 11153/CSJ 0363-01-114 will be reserved for the next section of S.H. 26 from John McCain to Hall-Johnson Rd in order to widen from 4 to 6 lanes, add curb and gutter, storm sewer, replace bridges, and upgrade signal system.

Committed Funding

by Agency: \$10,926,115 – RTC Commitment (STP-MM Funds)
 \$ 2,731,528 – TxDOT Commitment of State Match to the STP-MM
 \$13,657,643

In addition, TxDOT commits to funding and completing the right-of-way acquisition phase, the City of Colleyville commits to moving the necessary municipal utilities, and TxDOT will coordinate with the franchise utility companies to ensure that their utilities are moved.

Project funding is currently anticipated to be available by FY 2015. If funding becomes available earlier, and the necessary pre-construction activities have been completed, RTC and TxDOT will attempt to let the project for construction earlier. Otherwise, it is anticipated that the project will let in the FY 2015 timeframe.

IV. S.H. 26 FROM HALL-JOHNSON RD TO CHEEK-SPARGER

Funding in the foreseeable future is unavailable for this section. The City should continue to work with TxDOT, RTC, and Tarrant County to identify and apply for future funding programs. While this segment will have to compete for funding in future funding initiatives, NCTCOG will consider the previously funded status of this segment in making future funding decisions.

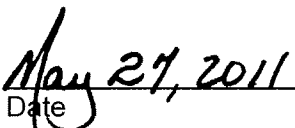
V. SIGNATURE OF AGREEMENT

This agreement is contingent upon approval of the terms outlined herein by the policy body of each impacted party. The Regional Transportation Council (RTC) approved the above project changes in January 2011.

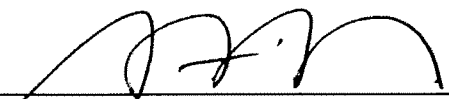
Colleyville City Council



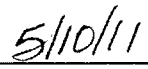
David Kelly, Mayor
City of Colleyville



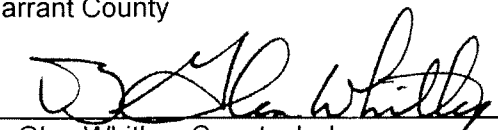
Date May 27, 2011 APR 19 2011
Approved



Gary Fickes, Commissioner
Tarrant County



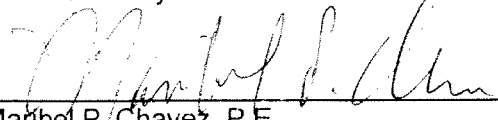
Date 5/10/11



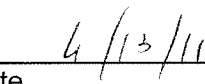
B. Glen Whitley, County Judge
Tarrant County



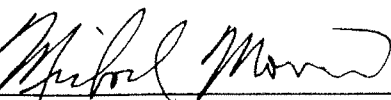
Date 5/10/11



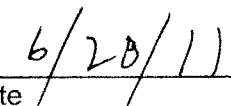
Maribel P. Chavez, P.E.
Texas Department of Transportation



Date 4/13/11



Michael Morris, P.E.
North Central Texas Council of Governments



Date 6/20/11



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-2

Agenda Date 10/15/2013

Type Pre Council

Department City Manager

Title

Update and discussion of the 2014 citizen survey methodology

Explanation

The purpose of this item is to provide an update and discussion of the 2014 citizen survey. The citizen survey has been completed on a biennial basis beginning in 2010 and is one of the most important mechanisms by which citizen feedback on priorities and satisfaction levels is gathered. The results of the citizen survey provide the foundation for the City's strategic plan, annual budget, and all other major efforts.

The 2014 citizen survey is scheduled to be available for completion during the month of January, in order for results to be used and considered in the development of the Fiscal Year 2015 budget. The City's Comprehensive Plan will also be in the process of being developed during the same timeframe and was originally planned to include an online survey component for citizen engagement. In order to prevent confusion or duplication of effort, staff recommends expanding the 2014 citizen survey to include additional questions that would have been asked in a separate survey for the Comprehensive Plan.

Several options are available in terms of the methodology used to conduct the 2014 citizen survey, each with their own advantages, disadvantages, and cost. Staff seeks direction from the City Council regarding the preferred methodology to use for the 2014 citizen survey that best meets the needs and priorities of the community. Both the 2010 and 2012 citizen surveys were mailed to all households in Colleyville, with the option to complete the survey online as opposed to mailing a completed paper survey.

Attachments

1. 2014 Citizen Survey Presentation



2014 Citizen Survey Update

**Pre Council Meeting
October 15, 2013**

Overview

The purpose of this presentation is to:

- Provide highlights and updates regarding the 2014 Citizen Survey
- Discuss methodology options
- Select methodology for 2014 Citizen Survey

Highlights & Updates

- Inclusion of questions related to the Comprehensive Plan
 - Avoids having two surveys out in same timeframe
 - Opportunity to adapt current questions to elicit the information/ feedback needed
 - Will result in a longer survey for 2014
- Proposals and estimates were gathered from three companies experienced in citizen surveys
- \$15,000 is included in the FY 2014 budget for the 2014 Citizen Survey
 - Additional funding may come from the Comprehensive Plan budget, if needed

Highlights & Updates

The timeline has been adapted to have results prior to FY 2015 budget preparation.

- December 3, 2013: Survey questions submitted to Council for final approval
- January 2014: Survey sent and completed by citizens
- February 2014: Results compiled/analyzed
- March 1, 2014: Final results and report submitted
- Late March 2014: FY 2015 Budget Kickoff

Results & Trends

Prior Results

- 2012 Survey: 1,665 responses (1,070 mail; 595 online)
- 2010 Survey: 1,677 responses (1,412 mail; 265 online)

Methodology Used by Cities

- Online only for all citizens- Southlake, Hurst
- Online only for random sample- Denison
- Telephone to random sample- Trophy Club, Coppell, Sugarland
- Mail to a random sample- Flower Mound, Burleson
- Combination of methods to random sample- North Richland Hills, Plano
- Combination of methods for all citizens- Colleyville, Westlake

Methodology Option 1: Mail Survey

- Mail survey to all households in Colleyville
- Return postage is pre-paid
- Survey not to exceed 8 pages and 6.3 oz.
- Citizens have the option of completing the mailed survey or responding online

Points to consider:

- Some individuals prefer paper surveys
- Number of questions asked is constrained by space
- Most expensive option
- Less “green”

Methodology Option 2: Online Survey

- All citizens may complete the online survey
- Survey is announced via regular channels including
 - Utility billing newsletter, E-News, City website, City cable

Points to consider:

- Some individuals may not feel comfortable completing a survey online or have access to the internet
- Number of questions asked is not constrained by space; provides an opportunity for context/information
- Least expensive option
- “Green” option

Methodology Option 3: Mail Postcard

- Mail postcard to all households in Colleyville
- Postcard invites citizens to complete an online survey

Points to consider:

- Provides an additional notification tool to encourage more responses
- Mid-range in price
- Some individuals may not feel comfortable completing a survey online or have access to the internet
- Number of questions asked is not constrained by space; provides an opportunity for context/information
- Less “green” than online only, but more so than full mail survey

Methodology Options Summary

Option 1: Mailed Survey (with online option)	\$20,850
---	----------

Option 2: Online Survey	\$ 9,350
-------------------------	----------

Option 3: Mailed Postcards (invitation to online survey)	\$12,250
---	----------

* Each option ensures a 95% confidence level with a +/- 4.5% margin of error (lower if more than 500 surveys are completed).

Questions and Discussion



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-3

Agenda Date 10/15/2013

Type Pre Council

Department City Secretary

Title

Discussion of the first meeting date in November 2013

Explanation

In accordance with the City Charter, the City Council shall meet regularly at least twice (2) in every month at such times as a City Council may prescribe by rule. The City Council meetings are normally held the first and third Tuesday of each month except when those dates may conflict with an event or holiday.

The City Council may consider changing the date of the first City Council meeting in November as follows:

The first regular City Council meeting of Tuesday, November 5, 2013, to Monday, November 4, as Election Day is November 5, 2013.

Staff has prepared the ending resolution to reflect the meeting date change, if City Council chooses to approve it.

Attachments



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-4

Agenda Date 10/15/2013

Type Resolution

Department City Secretary

Title

Discussion of Ordinance O-02-1322

Explanation

At the request of Councilmember Jody Short, this item is provided for discussion.

In 2001, City Council appointed a citizen based Ethics Commission. The Commission's work initially focused on implementing Resolution R-01-1789, however, in February, 2002, City Council rescinded this resolution and approved Ordinance O-02-1322.

This ordinance requires each member of the City Council, including the Mayor, each candidate for membership in the City Council, including the Mayor, each member of the Planning and Zoning Commission, and Zoning Board of Adjustment, who were appointed after the passage of this ordinance, and each applicant for a position on the Planning and Zoning Commission or the Zoning Board of Adjustment, to file a Financial Disclosure and Business Conflict of Interest Report with the City Secretary. This obligation is a continuing obligation and elected and appointed officials must comply with this ordinance until their successors have qualified for the office.

Both Resolution R-01-1789 and Ordinance O-02-1322 have been attached to this agenda briefing.

Attachments

1. Resolution R-01-1789
2. Ordinance O-02-1322

RESOLUTION R-01-1789

**A RESOLUTION OF THE CITY OF COLLEYVILLE, TEXAS STATING THAT
AS A MATTER OF POLICY EACH ELECTED OFFICIAL OR CANDIDATE
FOR CITY OFFICE FILE A FINANCIAL DISCLOSURE STATEMENT AND
BUSINESS CONFLICTS OF INTEREST STATEMENT FOR THE
INDIVIDUAL, THE INDIVIDUAL'S SPOUSE AND MINOR CHILDREN**

WHEREAS, to ensure citizen trust of their elected officials.

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

Sec. 1. THAT as a matter of policy the Mayor and Council and Council Candidates should file a financial disclosure statement that shall include:

- A. The account of financial activity required in this section to file a financial statement must include a statement of financial activity of the individual, individual's spouse and minor children if the individual had actual control over the activity for the year or it is community property.
- B. The account of financial activity consists of:
 - i. A list of sources of occupational income, identified by the employer, or if self-employed, by the nature of the occupation; and
 - ii. Identification by description of all beneficial interests in real property, including but not limited to partnerships and limited real estate partnerships in land located in the areas of Northeast Tarrant County and Denton County defined to include Texas Motor Speedway in the northwest border, Lake Grapevine to the north, Interstate 35 to the west and Interstate 30 to the south and the Dallas and Tarrant County line to the east; and
 - iii. Identification of business entities held or acquired; and

- iv. Identification of a person or other organization from which the individual or the individual's spouse or dependent children received a gift of anything of value in excess of \$250 and a description of each gift, except:
 - a. a gift received from an individual at any time within the second degree by consanguinity or affinity as determined under Subchapter A, Chapter 573 of the Government Code; and
 - b. a political contribution that was reported as required by law; and
 - c. an expenditure required to be reported by a person to be registered under Chapter 305 of the Government Code.
- v. A list of all boards of directors of which the individual is a member and executive positions that the individual holds in corporations, not-for-profit corporations, charitable boards, firms, partnerships or proprietorships, stating the name of each corporation, firm partnership, or proprietorship and position held; and
- vi. Any partnership, joint venture, or other business association in which the City Official and Candidate has an interest.

Sec. 3. THAT disclosure of any bankruptcy whether personal or by a business in which the Mayor, Councilmember or Candidate has a ten percent or more ownership interest or is an officer or on the Board of Directors is required.

Sec. 4. THAT the Mayor, Councilmembers or Candidates for those offices shall disclose any felony indictments or convictions personal to them or of corporations, partnerships, companies or proprietorships, in which they have a ten percent or larger financial interest or are officers or board members, stating the name and position on each corporation, firm, partnership, or proprietorship and the nature of the indictment or felony conviction.

- Sec. 5. THAT an Ethics Committee, consisting of five (5) members, will be established by the City Council to review the ethics portion of the Colleyville City Charter and ethics ordinances and resolutions to make recommendations to the City Council.
- Sec. 6. THAT the City Manager is directed to create a disclosure form, the first of which is to be filed eight (8) days prior to election to public office and any changes to be filed on January 15 and July 15, of each subsequent year.
- Sec. 7. THAT this Resolution shall take effect immediately upon passage.

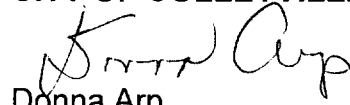
AND IT IS SO RESOLVED.

Passed by a vote of 5 ayes, 0 nays, and 0 abstentions on the 14th day of April, 2001.

ATTEST:


Cynthia Singleton, TRMC
City Secretary

CITY OF COLLEYVILLE


Donna Arp
Mayor

ORDINANCE O-02-1322

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, REQUIRING THE FILING OF A FINANCIAL DISCLOSURE AND BUSINESS CONFLICTS OF INTEREST STATEMENT FOR ELECTED OFFICIALS, CANDIDATES, AND CERTAIN BOARDS AND COMMISSION MEMBERS, ESTABLISHING DEFINITIONS OF TERMS, PROMULGATING REPORTING FORMS, PROVIDING FOR FILING DATES, REPEALING A PRIOR RESOLUTION CONCERNING THE SUBJECT MATTER OF THE ORDINANCE, PROVIDING A PENALTY AND AUTHORIZING PUBLICATION.

WHEREAS, the citizens of the City of Colleyville are entitled to know certain information about candidates for public office, elected officials and members of the Planning and Zoning Commission and the Zoning Board of Adjustment that may influence their decisions or determine whether they can make unbiased decisions; and

WHEREAS, to insure citizen trust of elected and appointed officials of the City,

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

Sec. 1. THAT the terms used in this ordinance shall have the following meaning:

- A. Account of Financial Activity. An "Account of Financial Activity" means and shall consist of:
- (i) A list of sources of occupational income during the reporting period, identified by the employer, the employer's address and position held, or if self-employed, by the nature of the occupation, the business address and position held of the individual, their spouse and those under the individual's financial control; and
 - (ii) Where an individual or those under the individual's financial control own real property or a beneficial interest in a business entity owning real property within the area crosshatched on Exhibit "A" to this ordinance during the reporting period, the account shall list the name in which legal title to the property is held, the nature of ownership interest, the name of the business entity in which a beneficial interest is held (if applicable), the lot, block, subdivision, city and county, or, if the real property is not part of a subdivision, the number of acres and tract, city and county in which the property is located. Further the account shall list each property identification number assigned by the

county appraisal district to the property and by the street address (if available). Further, the account shall list the names and addresses of other persons or business entities which own an interest in the real property. If a business entity is a limited partnership, the name and address of the general partner shall be included; and

- (iii) The name, address and nature of business of any business entity in which the individual or those under the individual's control held or acquired a beneficial interest of 10% or more during the reporting period; and
- (iv) The name and address of the person, business entity or other organization from which the individual or those under the individual's financial control during the reporting period received a gift of anything of value in excess of \$250.00 and a description of each gift, except (1) gifts received from an individual within the second degree of consanguinity or affinity as determined under sub-chapter B of Chapter 573 of the Government Code; (2) a political contribution that was reported as required by law; and (3) an expenditure required to be reported by a person required to be registered under Chapter 305 of the Government Code; and
- (v) The name and address of any business entity, non-profit corporation, charitable association, business association or other type of organization in which the individual or those under the individual's financial control were an officer, director, or held another position during the reporting period and a description of the position held.

B. Bankruptcy. "Bankruptcy" means the filing of a petition, voluntary or involuntary, under Chapter 7, 11 or 13 of the Bankruptcy Code. (Title 11 of the United States Code).

C. Beneficial Interest. A "beneficial interest" means an ownership of either legal or equitable title and includes any ownership interest held in trust where the individual is either the trustee or the beneficiary of the trust. Where the ordinance refers to a beneficial interest of 10% or more of a business entity it is meant that the individual owns or is entitled to either a legal or equitable interest in 10% or more of the

outstanding stock, membership interest or other indicia of ownership of the business entity.

- D. Business Entity. A "business entity" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized by law through which business or profit is conducted.
- E. Those Under The Individual's Financial Control. "Those under the individual's financial control" means the individual's spouse and dependent children's property or financial interest over which the individual had actual control or where the property was community property during the reporting period.
- F. Reporting Individuals. "Reporting Individuals" means each member of the City Council, including the Mayor, each candidate for membership in the City Council, including the Mayor, each member of the Planning and Zoning Commission and Zoning Board of Adjustment, who are appointed after the passage of this ordinance and each applicant for a position on the Planning and Zoning Commission or the Zoning Board of Adjustment.
- G. Reporting Period. The "reporting period" means the twelve (12) month period immediately preceding the date the Account of Financial Activity is due pursuant to the terms of this ordinance.
- H. Trust. A "trust" means a trust subject to Chapter 9 of the Texas Property Code that owns real property or a beneficial interest in a business entity owning real property within the area crosshatched on Exhibit "A" to this ordinance or where the trust owns a 10% or more beneficial interest in another business entity.

Sec. 2. THAT the Reporting Individuals shall file a report of their Account of Financial Activity for the applicable reporting period.

Sec. 3. THAT the Reporting Individuals shall file a report disclosing the filing of any bankruptcy petition by or against the individual, their spouse, a business entity in which the individual owned a beneficial interest of 10% or more, a business entity in which the individual was an officer or director of the business entity at the time of bankruptcy filing.

- Sec. 4. THAT the Reporting Individuals shall file a report disclosing the filing of any information which charges a misdemeanor involving moral turpitude, a felony indictment, conviction of a misdemeanor involving moral turpitude or conviction of a felony of the individual or of a business entity in which the individual had a 10% or more beneficial interest or where the individual was at the time of the filing or conviction an officer or director of the business entity. The report shall specify the name of the person or business entity charged, the nature of the offense, and if the information or indictment did not result in a conviction, the disposition of the information or the indictment.
- Sec. 5. THAT the disclosures required by Sections 2, 3 and 4 hereof shall be made on the Financial Disclosure and Business Conflict of Interest Forms which are attached hereto, shall be verified as provided therein and shall be filed with the City Secretary on the following dates:
- A. Candidates for membership in the City Council, including the Mayor, who are not currently sitting Council members, shall file within two (2) business days following the date upon which the filing for election for the position for which the individual seeks election is closed.
 - B. Sitting Council members, including the Mayor, shall file on or before twenty (20) days after the passage of this ordinance and on the first business day following January 15 and July 15 each year.
 - C. Applicants seeking appointment to the Planning and Zoning Commission or the Zoning Board of Adjustment shall file within two (2) business days following the end of the application period stated in the official City advertisement for application for the position.
 - D. Sitting members of the Planning and Zoning Commission and the Zoning Board of Adjustment, who are appointed after the passage of this ordinance, shall file on the first business day following January 15 and July 15 of each year.
- Sec. 6. THAT the Reporting Individuals shall have a duty to file supplemental disclosures upon the Financial Disclosure and Business Conflict of Interest Forms which are attached hereto within three (3) business days of an occurrence of any change in the information reflected in the Financial Disclosure and Business Conflict of Interest Forms previously filed by the individual or where said information becomes inaccurate or

incomplete after the reporting period but prior to the conduct of the election at which they seek office or prior to their appointment.

- Sec. 7. THAT the failure to file when due the Financial Disclosure and Business Conflict of Interest Forms, including any supplements required thereto, shall constitute a violation of this ordinance and shall be punishable by a fine not to exceed the sum of \$500.00. It shall be a defense to any prosecution of a violation of this ordinance that within three (3) business days of the due date of any Financial Disclosure and Business Conflict of Interest Form, including any supplements required thereto, the individual filed a Financial Disclosure and Business Conflict of Interest Form in conformity with the provisions of this ordinance.
- Sec. 8. THAT if any section, paragraph, clause or provision of this ordinance for any reason is to be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect the remaining portion of this ordinance and the ordinance shall be read as if such invalid or unenforceable provisions did not exist.
- Sec. 9. THAT upon passage hereof, Resolution R-01-1789 is repealed in its entirety.
- Sec. 10. THAT the City Secretary is hereby authorized and directed to cause publication of a description caption and penalty clause hereof as an alternative method of publication as provided by law.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 15th day of January 2002.

The second reading and public hearing being conducted on the 5th day of February 2002.

ATTEST:



Cynthia Singleton, TRMC
City Secretary

CITY OF COLLEYVILLE



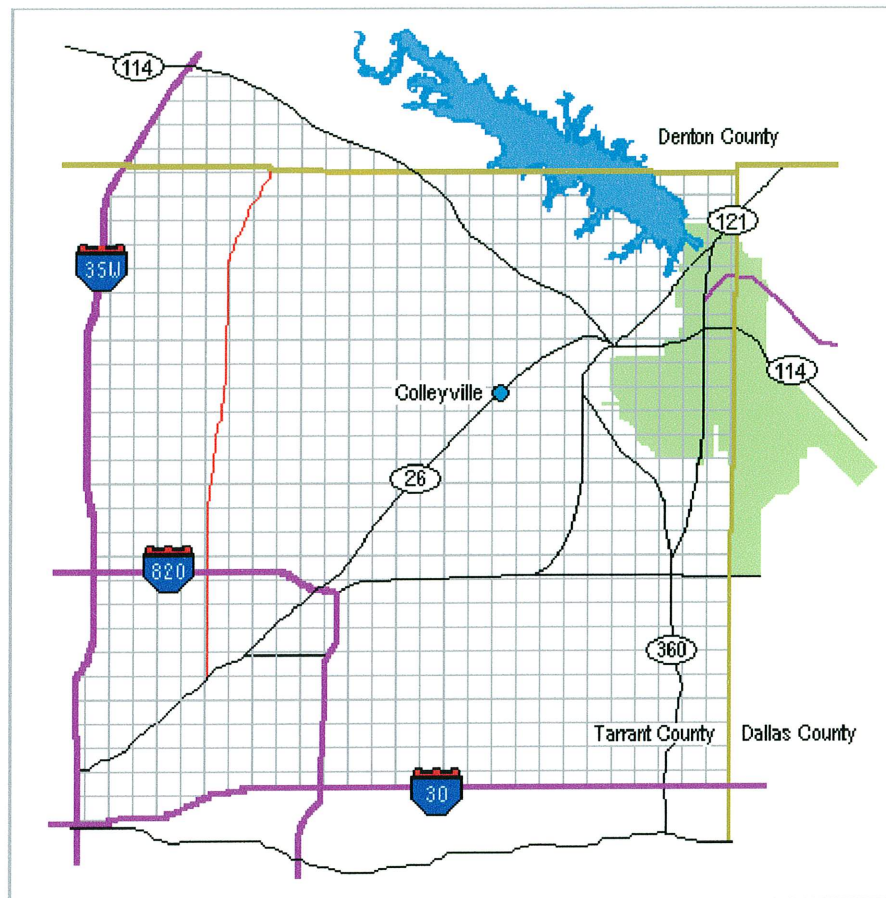
Donna Arp
Mayor

APPROVED AS TO FORM AND LEGALITY:



Ross T. Foster
City Attorney

ORDINANCE NO. 0-02-1322
Exhibit "A"



The crosshatched area is the portion of Tarrant County north of Interstate 30 and east of Interstate 35 W, and that portion of Denton County south of State Highway 114 and east of Interstate 35 W.

Form 1

INITIAL HERE: _____ DATE: _____

DATE: _____

Form 2

1 INFORMATION RELATES TO ☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____

NATURE OF OCCUPATION / NAME AND ADDRESS / POSITION HELD

☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____

NATURE OF OCCUPATION / NAME AND ADDRESS / POSITION HELD

☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____

NATURE OF OCCUPATION

DATE: _____

INTERESTS IN REAL PROPERTY**Form 3**

Describe all beneficial interests in real property held or acquired by you, your spouse, or a dependent child during the calendar year within the area crosshatched on the map attached to Ordinance 02-1322.
For more information see INSTRUCTION GUIDE

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on Form 1.

1 HELD OR ACQUIRED BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____
2 DESCRIPTION	Lot _____	City _____	
	Block _____	County _____	
	Subdivision _____	Ad Valorem Tax Account Number _____	
	Acres and Tract _____		
3 STREET ADDRESS	STREET ADDRESS, INCLUDING CITY, COUNTY, AND STATE		
☐ NOT APPLICABLE			
4 NAME	LIST THE NAMES AND ADDRESSES OF OTHER PERSONS OR BUSINESS ENTITIES WHICH OWN AN INTEREST IN THE REAL PROPERTY		
☐ INDIVIDUAL			
☐ BUSINESS			
HELD OR ACQUIRED BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____
2 DESCRIPTION	Lot _____	City _____	
	Block _____	County _____	
	Subdivision _____	Advalorem Tax Account Number _____	
	Acres and Tract _____		
3 STREET ADDRESS	STREET ADDRESS, INCLUDING CITY, COUNTY, AND STATE		
☐ NOT APPLICABLE			
4 NAME	LIST THE NAMES AND ADDRESSES OF OTHER PERSONS OR BUSINESS ENTITIES WHICH OWN AN INTEREST IN THE REAL PROPERTY		
☐ INDIVIDUAL			
☐ BUSINESS			

COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY

INITIAL HERE: _____

DATE: _____

Gifts**Form 4**

Identify any person or organization that has given a gift worth more than \$250 to you, or those under your financial control as defined in Ordinance 02-1322. Do not include: 1) expenditures required to be reported by a person required to be registered as a lobbyist under Government Code, Chapter 305, 2) political contributions reported as required by law, or 3) gifts given by a person related to the recipient within the second degree by consanguinity or affinity.

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on Form 1.

¹ RECIPIENT	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
² DONOR	NAME AND ADDRESS
³ DESCRIPTION OF GIFT	
RECIPIENT	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
DONOR	NAME AND ADDRESS
DESCRIPTION OF GIFT	
RECIPIENT	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
DONOR	NAME AND ADDRESS
DESCRIPTION OF GIFT	

COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY

INITIAL HERE: _____

DATE: _____

BOARDS AND EXECUTIVE POSITIONS**Form 5**

This section is for information concerning executive positions and directorship held by you or those under your financial control. For more information see INSTRUCTION GUIDE

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on Form 1.

¹ POSITION HELD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
² ORGANIZATION ☐ NON PROFIT ☐ CHARITABLE ASSOCIATION ☐ BUSINESS ASSOCIATION	ADDRESS
³ POSITION HELD	
POSITION HELD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
ORGANIZATION ☐ NON PROFIT ☐ CHARITABLE ASSOCIATION ☐ BUSINESS ASSOCIATION	ADDRESS
POSITION HELD	
POSITION HELD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
ORGANIZATION	
POSITION HELD	

COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY

INITIAL HERE: _____

DATE: _____

BANKRUPTCIES**Form 6**

Individuals shall disclose any bankruptcy petition by or against the individual, their spouse, a business entity in which the individual owned a beneficial interest of 10% or more, or a business entity in which the individual was an officer or director of the business entity at the time of bankruptcy filing. For more information see INSTRUCTION GUIDE

1 TYPE OF BANKRUPTCY NAME _____	☐ PERSONAL ☐ BUSINESS ☐ N/A ☐ NONE
2 CHAPTER	☐ 7 ☐ 11 ☐ 13
3 IF CHAPTER 7 DID YOU RECEIVE A DISCHARGE	☐ YES ☐ NO
4 IF CHAPTER 11 OR 13 DID YOU COMPLETE A SUCCESSFUL REORGANIZATION	☐ YES ☐ NO

Misdemeanor Involving Moral Turpitude and Felonies

Individuals shall disclose any information which charges a misdemeanor involving moral turpitude, a felony indictment, conviction of a misdemeanor involving moral turpitude or conviction of a felony of the individual or of a business entity in which the individual had a 10% or more beneficial interest or where the individual was at the time of the filing or conviction an officer or director of the business entity.

1 NAME _____ Business or Entity Charged	☐ PERSONAL ☐ BUSINESS
2 TYPE OF INDICTMENT or INFORMATION	
3 NATURE OF OFFENSE	DESCRIPTION
4 DISPOSITION OF INDICTMENT or INFORMATION	

COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY

INITIAL HERE: _____

DATE: _____

INTERESTS IN PARTNERSHIPS, JOINT VENTURES, OR OTHER BUSINESS ASSOCIATIONS

Form 7

Describe all interests in business entities held or acquired by you or those under your financial control as defined in Ordinance 02-1322. For an explanation of "beneficial interest" and other specific directions for completing this section, see INSTRUCTION GUIDE.

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on Form 1.

¹ HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
² DESCRIPTION	NAME AND ADDRESS
³ NATURE OF BUSINESS	
HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
DESCRIPTION	NAME AND ADDRESS
NATURE OF BUSINESS	
HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
DESCRIPTION	NAME AND ADDRESS
NATURE OF BUSINESS	
COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY	

INITIAL HERE: _____

DATE: _____

**PERSONAL FINANCIAL STATEMENT
AFFIDAVIT****Form 8**

The Ordinance 02-1322 requires that the disclosures in the Financial Disclosure and Business Conflict of Interest Forms be verified. The verification page must have the signatures of the Financial Disclosure and Business Conflict of Interest Forms, as well as the signature and seal of a notary public. Without proper verification, the statement is not considered filed. Falsification of information is subject to criminal prosecution under state penal code.

Before me, the undersigned authority, personally appeared _____
who, after being duly sworn upon their oath deposed and stated as follows:

"My name is _____ and I hereby submit for filing pursuant to
Ordinance No. 0-02-1322 of the City of Colleyville, the attached Financial Disclosure and Business Conflict
of Interest Forms. I have personal knowledge of all information contained in said forms and all information
contained in the forms is true and correct."

"Further, all of the information contained in the forms is complete. There is no information that has
been withheld or not disclosed which is responsive to or required to be disclosed by the forms."

Affiant

Sworn to and subscribed before me, this the _____ day of _____ 20____.

Notary Public, State of Texas

INITIAL HERE: _____

DATE: _____



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-5

Agenda Date 10/15/2013

Type Pre Council

Department City Secretary

Title

Discussion of the use of art to enhance public spaces

Explanation

At the request of Mayor Pro Tem Taylor, this item is provided for discussion of the use of art to enhance public places.

Staff has included an attachment with information from the Randolph Rose Collection whose retail collection includes bronze sculptures, fountains, and statuary.

Attachments

1. Randolph Rose Collection



Randolph Rose Collection

Your Premier Source for the Finest Bronze Sculptures, Fountains & Statuary

Published on *The Randolph Rose Collection* (<http://randolphrose.com>)

To Order Now

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39"L x 61"W x 71"H

Regular Price: \$16,000.00

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Additional views





City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-6

Agenda Date 10/15/2013

Type Pre Council

Department City Secretary

Title

Discussion of the distribution of agenda packets for public meetings

Explanation

At the request of Mayor Pro Tem Mike Taylor, this item is provided for discussion.

Currently, staff prepares and distributes City Council meeting agenda packets as PDF documents that are emailed to the City Council. Staff also prepares two black and white hard copies of each City Council packet, as well as an FTP link for the meeting agenda packets, which directs users directly to the document via a link.

The following is an example of a FTP link:

<ftp://publicdocs.colleyville.com/2013-10-02%20City%20Council%20Agenda%20Packet.pdf>

For Planning and Zoning Commission meetings, staff prepares and distributes color hard copies of the meeting agenda packets directly to Commissioners. A PDF version of the packet is also emailed to the Commissioners and City Council.

For the Zoning Board of Adjustment/Sign Board of Appeals, staff prepares and distributes the meeting agenda packets as PDF documents that are emailed to the Boards and City Council. At the request of Board members, black and white hard copies of the packet are provided at the meeting.

Staff seeks direction on the City Council's preference for agenda packet distribution.

Attachments



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-7

Agenda Date 10/15/2013

Type Pre Council

Department Finance

Title

Presentation of the Monthly Financial Report - September 2013

Explanation

General Fund

The Monthly Financial Report for September reflects year-to-date revenues and expenses through the end of September, however, the financial statements will not be final until all year-end entries and adjustments have been made and reviewed by the auditors.

The percentage of current year taxes collected for Fiscal Year 2013 was 99.34%, a slight decrease from last fiscal year's collection rate of 99.38%. Sales tax revenue received in September 2013 was up 3.85% from the revenues reported for the same time period last year. Year to date General Fund sales tax revenue is up 8.63% or \$200,917. Per governmental accounting rules, sales tax revenue received in October 2013 and November 2013 is recorded as FY 2013 revenue. The October sales tax is included, however, November numbers are not reflected in the attached report. Eight new residential building permits were issued in September, bringing the total number of permits issued this fiscal year to 103 compared to 155 issued last fiscal year. Ambulance collections exceeded budget by 6.89%. Colleyville Center also finished the fiscal year ahead of budget by 7.3%. The average amount expended by the General Fund departments at the end of September is 96.83% of the total appropriation, versus 97.42% which was projected to be spent.

Utility Fund

Water usage decreased as compared to the amount sold through September 2012. The average amount expended by the Utility Fund departments at the end of September is 98.32% of the total appropriation, versus 98.70%, which was projected to be spent.

Attachments

1. September 2013 Monthly Financial Report

MONTHLY FINANCIAL REPORT - SEPTEMBER 2013

GENERAL FUND		RECEIVED	PROJECTED	RECEIPT VS	RECEIVED	PERCENT
REVENUE SOURCE	FY 2013	AS OF	AS OF	PROJECTED	AS OF	CHANGE OVER
	BUDGET	9/30/2013	9/30/2013	INCR (DECR)	9/30/2012	PRIOR YEAR
Current Taxes	\$10,825,606	\$10,841,219	\$10,825,606	0.14%	\$10,622,072	2.06%
Delinquent Taxes	72,000	67,864	72,000	-5.74%	105,989	-35.97%
Penalty & Interest	63,000	72,926	63,000	15.76%	83,207	-12.36%
TOTAL AD VALOREM TAXES	\$10,960,606	\$10,982,009	\$10,960,606	0.20%	\$10,811,267	1.58%
Oncor Electric	\$840,000	\$891,771	\$840,000	6.16%	\$1,024,876	-12.99%
Tri-County Electric	115,000	100,229	115,000	-12.84%	118,281	-15.26%
Atmos Gas	335,000	289,708	335,000	-13.52%	333,098	-13.03%
AT&T	85,000	83,482	85,000	-1.79%	86,852	-3.88%
Verizon/Others	75,000	85,565	75,000	14.09%	82,212	4.08%
Refuse/Recycling	145,800	156,478	145,800	7.32%	146,181	7.04%
Cable TV	378,000	467,498	378,000	23.68%	415,963	12.39%
TOTAL FRANCHISE TAXES	\$1,973,800	\$2,074,730	\$1,973,800	5.11%	\$2,207,461	-6.01%
Sales Tax	\$2,675,000	\$2,760,180	\$2,675,000	3.18%	\$2,545,266	8.44%
Mixed Beverage Tax	67,000	68,592	67,000	2.38%	65,808	4.23%
TOTAL SALES TAX	\$2,742,000	\$2,828,772	\$2,742,000	3.16%	\$2,611,074	8.34%
Building	\$485,768	\$525,724	\$485,768	8.23%	\$706,421	-25.58%
Plumbing	48,680	57,748	48,680	18.63%	78,329	-26.27%
Mechanical	28,868	40,560	28,868	40.50%	48,621	-16.58%
Electrical	37,568	50,062	37,568	33.26%	68,491	-26.91%
City License	37,372	41,210	37,372	10.27%	45,917	-10.25%
Building Plan Review Fee	55,207	102,006	55,207	84.77%	118,622	-14.01%
New Business	3,372	5,781	3,372	71.44%	5,689	1.62%
Sign Permit	5,463	7,070	5,463	29.42%	6,884	2.70%
Fence Permit	3,500	4,800	3,500	37.14%	5,050	-4.95%
Fire Permits	6,500	6,350	6,500	-2.31%	8,975	-29.25%
Irrigation Permit	13,660	15,438	13,660	13.02%	19,547	-21.02%
TOTAL LICENSES & PERMITS	\$725,958	\$856,748	\$725,958	18.02%	\$1,113,123	-23.03%
Fines	\$795,000	\$776,178	\$795,000	-2.37%	\$906,668	-14.39%
Alarm Fees	52,000	50,791	52,000	-2.32%	52,948	-4.07%
Library Fines	20,969	26,577	20,969	26.74%	24,922	6.64%
TOTAL FINES	\$867,969	\$853,546	\$867,969	-1.66%	\$984,537	-13.30%

MONTHLY FINANCIAL REPORT - SEPTEMBER 2013

REVENUE SOURCE	FY 2013 BUDGET	RECEIVED AS OF 9/30/2013	PROJECTED AS OF 9/30/2013	RECEIPT VS PROJECTED INCR (DECR)	RECEIVED AS OF 9/30/2012	PERCENT CHANGE OVER PRIOR YEAR
Re-zoning	\$7,500	\$8,523	\$7,500	13.63%	\$11,635	-26.75%
Plat Fee/Site Plan	4,000	12,870	4,000	221.75%	7,410	-73.68%
Board of Adjustment	1,250	2,250	1,250	80.00%	3,125	-28.00%
Sale of Material	100	104	100	3.90%	105	-1.42%
Weed Mowing	6,500	6,872	6,500	5.72%	7,900	-13.01%
Ambulance	275,000	293,957	275,000	6.89%	319,796	-8.08%
Recreation Program	145,000	173,307	145,000	19.52%	199,391	-13.08%
Non-Resident Fee Parks	36,570	35,838	36,570	-2.00%	36,644	-2.20%
Field Use Charge	22,500	20,575	22,500	-8.56%	22,110	-6.94%
Engineering & Inspection	0	48,453	0	100.00%	12,424	289.99%
Colleyville Center Rental	230,000	246,798	230,000	7.30%	230,329	7.15%
Lot Drainage Insp Fee	16,875	13,375	16,875	-20.74%	20,000	-33.13%
TOTAL CHARGES FOR SERVICE	\$745,295	\$862,920	\$745,295	15.78%	\$872,290	-1.07%
SRO Officer Reimb	\$89,792	\$94,282	\$89,792	5.00%	\$89,793	5.00%
Keller Court	\$216,980	\$216,980	\$216,980	0.00%	\$0	100.00%
TOTAL INTERGOVERNMENTAL	\$306,772	\$311,262	\$306,772	1.46%	\$89,793	246.64%
Sale of Surplus Property	\$10,000	\$0	\$0	0.00%	\$12,969	-100.00%
Interest Income	35,000	34,806	35,000	-0.55%	43,904	-20.72%
Miscellaneous	54,000	77,220	54,000	43.00%	66,074	16.87%
Use of Available Cash	1,000,000	446,161	446,161	0.00%	0	100.00%
Antenna Lease	70,040	70,513	70,040	0.68%	70,040	0.67%
TOTAL MISCELLANEOUS	\$1,169,040	\$628,701	\$605,201	3.88%	\$192,988	225.77%
Transfer from Utility Fd	\$956,469	\$1,049,222	\$956,469	9.70%	\$1,081,868	-3.02%
TOTAL TRANSFERS	\$956,469	\$1,049,222	\$956,469	9.70%	\$1,081,868	-3.02%
TOTAL GENERAL FUND REVENUES	\$20,447,909	\$20,447,909	\$19,884,070	2.84%	\$19,964,401	2.42%

MONTHLY FINANCIAL REPORT - SEPTEMBER 2013

	FY 2013 BUDGET	THROUGH 9/30/2013	THROUGH 9/30/2012	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
% OF CURRENT TAX ROLL COLLECTED	99.0%	99.34%	99.38%	-0.04%	-0.04%
RESIDENTIAL BLDG PERMITS	132	103	155	(52)	-33.55%
COMMERCIAL BLDG PERMITS	7	6	7	(1)	-14.29%
CITATIONS ISSUED	11,750	11,766	11,980	(214)	-1.79%

GENERAL FUND EXPENSES

	FY 2013 BUDGET	EXPENDED THROUGH 9/30/2013	YEAR-TO-DATE PROJECTED EXPENDITURES	% OF BUDGET EXPENDED	BUDGET REMAINING
City Council	\$203,306	\$183,708	\$196,425	90.36%	\$19,598
City Manager	600,530	574,706	578,684	95.70%	25,824
City Secretary	319,696	306,782	308,850	95.96%	12,914
Finance	434,896	418,757	427,981	96.29%	16,139
Legal	130,460	159,971	159,971	122.62%	(29,511)
Engineering	393,139	390,769	391,624	99.40%	2,370
Economic Development	379,692	314,202	325,914	82.75%	65,490
Building Inspection	307,617	282,695	287,204	91.90%	24,922
Community Development	238,064	202,021	206,454	84.86%	36,043
Fire	4,113,285	4,111,180	4,112,502	99.95%	2,105
Police	4,197,317	4,186,837	4,196,604	99.75%	10,480
Parks	1,388,218	1,202,176	1,202,510	86.60%	186,042
Recreation	309,175	247,251	255,921	79.97%	61,924
Senior Center	51,328	26,691	26,995	52.00%	24,637
Street Maintenance	3,340,996	3,286,088	3,314,729	98.36%	54,908
Library	717,534	697,007	702,279	97.14%	20,527
Communications	142,676	138,685	139,344	97.20%	3,991
Colleyville Center	382,537	368,336	371,227	96.29%	14,201
Human Resources	237,510	221,705	224,106	93.35%	15,805
Municipal Court	411,805	409,433	411,659	99.42%	2,372
Fleet Maintenance	227,322	214,367	215,388	94.30%	12,955
Building Services	325,559	265,280	268,831	81.48%	60,279
Information Services	757,927	754,682	757,262	99.57%	3,245
Capital Equipment Reserve	231,000	231,000	231,000	100.00%	0
Strategic Initiatives Fund Transfer	200,000	200,000	200,000	100.00%	0
Performance Pay	402,751	402,751	402,751	100.00%	0
TOTAL EXPENSES	\$20,444,340	\$19,797,079	\$19,916,214	96.83%	\$647,261

MONTHLY FINANCIAL REPORT - SEPTEMBER 2013

UTILITY FUND

REVENUE SOURCE	FY 2013 BUDGET	RECEIVED AS OF 9/30/2013	PROJECTED AS OF 9/30/2013	RECEIPT VS PROJECTED INCR (DECR)	RECEIVED AS OF 9/30/2012	PERCENT CHANGE OVER PRIOR YEAR
Water Sales	\$9,361,814	\$9,807,990	\$9,361,814	4.77%	\$9,268,384	5.82%
Sewer Sales	2,884,565	3,066,154	2,884,565	6.30%	2,786,789	10.02%
Sewer Installation	7,000	10,700	7,000	52.86%	14,800	-27.70%
Water Installation	21,000	25,470	21,000	21.29%	30,550	-16.63%
Sewer Tie-on Charges	5,000	0	5,000	-100.00%	1,500	0.00%
Engineering Charges	5,000	24,565	5,000	391.30%	8,473	189.91%
Penalties	183,696	191,784	183,696	4.40%	208,850	-8.17%
Miscellaneous	13,000	17,275	13,000	32.88%	14,395	20.01%
TOTAL OPERATING INCOME	\$12,481,075	\$13,143,938	\$12,481,075	5.31%	\$12,333,740	6.57%
Interest Income	\$20,300	\$15,394	\$20,300	-24.17%	\$27,854	-44.73%
TOTAL NON-OPERATING INCOME	\$20,300	\$15,394	\$20,300	-24.17%	\$27,854	-44.73%
TOTAL INCOME	\$12,501,375	\$13,159,332	\$12,501,375	5.26%	\$12,361,594	6.45%

	THROUGH 9/30/2013	THROUGH 9/30/2012	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
GALLONS OF WATER SOLD	2,476,519,060	2,634,110,300	(157,591,240)	-5.98%
NUMBER OF WATER CUSTOMERS	9,396	9,285	111	1.20%

UTILITY FUND EXPENSES

	FY 2013 BUDGET	EXPENDED THROUGH 9/30/2013	YEAR-TO-DATE PROJECTED EXPENSES	% OF BUDGET EXPENDED	BUDGET REMAINING
Billing	382,501	343,923	\$355,358	89.91%	38,578
Operations	9,414,733	9,157,937	9,286,281	97.27%	256,796
Utility Support	661,488	661,253	661,431	99.96%	235
Debt Service	827,824	823,430	823,430	99.47%	4,394
Performance Pay	28,470	28,470	28,470	100.00%	0
Interfund loan repayment	44,286	44,286	44,286	100.00%	0
Transfer to General Fund	956,469	\$1,049,222	956,469	109.70%	(92,753)
TOTAL EXPENSES	\$12,315,771	\$12,108,522	\$12,155,726	98.32%	\$207,249



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-8

Agenda Date 10/15/2013

Type Pre Council

Department City Secretary

Title

Discussion of the October 15, 2013, City Council regular agenda items



City of Colleyville City Council Agenda Briefing

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

Agenda Number 1

Agenda Date 10/15/2013

Type Executive Session

Department City Secretary

Title

Section 551.071 - Legal - Consultation with attorney on legal issues raised by public hearing or action items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding pending litigation - Moxie Pest Services - Dallas, LLC v. City of Colleyville

Section 551.071 - Legal - Consultation with attorney regarding solicitor ordinance

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

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

Attachments

RESOLUTION R-13-3680

**A RESOLUTION APPROVING CITY COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF OCTOBER 15, 2013**

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 the following actions of the City Council are hereby adopted and approved:

a. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS
ON THIS THE 15TH DAY OF OCTOBER 2013.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 3

Agenda Date 10/15/2013

Type Announcements, Proclamations and Presentations

Department City Secretary

Title

In recognition of service to a City Board, Commission, or Committee

In recognition of Colleyville's featured businesses - Walgreens #4085, 4403 Colleyville Boulevard, Leslie Ramirez, Store Manager and Walgreens #4634, 3830 Glade Road, Jackie O'Shea, Store Manager - Mayor David Kelly and Economic Development Director Marty Wieder

Recognition of Wellness Champion Nominees

Attachments

1. In recognition of service to a City Board, Commission, or Committee
2. 2013 Wellness Champion Nominees

IN RECOGNITION OF SERVICE TO A CITY BOARD, COMMISSION, OR COMMITTEE

Timothy Mark Kelso

Colleyville Economic Development Corporation
October 2011 – September 2013

Carel Tornes

Colleyville Economic Development Corporation
September 2009 – September 2013

Steve Burak

Historical Preservation Committee
December 2011 – September 2013

David Dudziak

Planning and Zoning Commission
Capital Improvement Advisory Committee
Park Land Dedication Committee
May 2004 – September 2013

Melissa Orlando

Library Board
September 2011 – September 2013

Brian Loftus

Metroport Teen Court Advisory Board
September 2012 – September 2013

Dorothy Parker

Senior Center Advisory Committee
September 2007 – September 2013

City of Colleyville
2013 Wellness Champion Award
Recognition of Nominees

CINDY APPLEBY

Library

LANCE LINDLEY

Fire

ROBERT LYNCH

Public Works

ROBERT MCKEOWN

Fire

RESOLUTION R-13-3681

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF OCTOBER 15, 2013

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

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

Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:

- a. Approval of the minutes of the regular City Council meeting of October 2, 2013
- b. Approval of a construction contract with North Texas Contracting, Inc., for the paving and drainage improvement - Jackson and Cheek-Sparger intersection, in an amount not to exceed \$1,932,126, and authorize the city manager to execute the contract
- c. Approval of a contract with Halff Associates, Inc., for the Comprehensive Plan Update, in an amount not to exceed \$249,850, and authorize the city manager to execute the contract
- d. Approval of an Interlocal Agreement and funding for the Metroport Teen Court Program
- e. Approval of Service Agreements between the City of Colleyville and Trane Service Group, through the Texas Cooperative Purchasing Network (TCPN) to provide for year three of a five year agreement for the inspection, maintenance, and repair of the HVAC systems in the Colleyville City Hall, Colleyville Public Library, and Colleyville Justice Center in an amount not to exceed \$60,550.32

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS
ON THIS THE 15TH DAY OF OCTOBER 2013.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor



City of Colleyville City Council Minutes - Draft

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

Wednesday, October 2, 2013

City Council Chambers

Mayor David Kelly called the Pre Council meeting of the Colleyville City Council to order on October 2, 2013, at 5:32 p.m.

ROLL CALL: Mayor David Kelly, Mayor Pro Tem Mike Taylor and Councilmembers Carol Wollin, Chuck Mogged, Stan Hall, Jody Short, and Tom Hart.

City Manager Jennifer Fadden, Assistant City Manager and Chief Financial Officer Terry Leake, Police Chief Mike Holder, Captain Robert Hinton, Fire Chief Brian Riley, Economic Development Director Marty Wieder, Parks and Recreation and Library Director Mary Rodne, Human Resources Director Michelle Reyes, Colleyville Center Manager Leslie Hill, City Engineer Jeremy Hutt, Project Engineer Dale Crown, Management Analyst James Hubbard, Finance Manager Karen Hines, Community Development Director Ron Ruthven, Communications and Marketing Director Mona Gandy, Parks Superintendent Tim Hightshoe, Strategic Services Manager Adrienne Lothery, Information Systems Manager Chris Pena, City Attorney Matthew Boyle, and City Secretary Amy Shelley.

PC-1 Presentation and discussion of SH26/Colleyville Boulevard

City Engineer Jeremy Hutt presented this item and briefed the City Council.

Councilmember Mogged questioned staff regarding the enhancement funding of \$1.59 million. Engineer Hutt stated it cannot be used in the extension of the roadway, but it can be used in the parkway, and for some amenities. City Manager Jennifer Fadden further explained there was a service transportation enhancement grant for the funding of a trail on both sides of Colleyville Boulevard for the entire length of the roadway.

Mayor Kelly questioned staff regarding the original funding and the left over dollars, what happened to the \$4 million of new funding? City Manager Jennifer Fadden stated that during the worksession held on September 16, NCTCOG stated the funding was in the project. She added the current project came in about 10 percent higher than the cost estimates; therefore some of that extra funding is actually going toward it.

Mayor Pro Tem Taylor stated the Grapevine portion was stopping at Pool/Brumlow and that was stated in the Memorandum of Understanding.

Mayor Kelly stated the funding had always been in place from Brumlow to Hall-Johnson Road, with the TIF funding from the City. There was further discussion between Mayor Kelly and Mayor Pro Tem Taylor regarding the project and funding.

Mayor Kelly stated the funds have been allocated, but the accounting has not been reported. City Manager Jennifer Fadden stated staff can acquire a cost accounting report for the SH26 project.

Mayor Pro Tem Taylor stated moving it to the central business district (CBD) is in the best interest of the City. He stated the focus should be from Brown Trail and to the north.

Mayor Pro Tem Taylor stated widening the medians and not affecting the business owners and building the corridor to the width established in the matrix of four lanes, makes sense for economic development.

Councilmember Short stated moving the section to the CBD makes more sense.

Mayor Kelly stated Phase II will be south of Brown Trail to north of Hall-Johnson, therefore, the second option to consider is rather SH26 will be constructed as four lanes with a wider median, or six lanes with a smaller median.

Councilmember Mogged questioned staff regarding if there are any maintenance costs, in the budget, for the medians. City Manager Jennifer Fadden replied no.

Councilmember Mogged stated that is something to consider, especially since there is no budget for such.

Mayor Kelly stated the medians could be grass only instead of landscaped for a lesser cost.

City Engineer Hutt replied the landscaped areas would be more for the four lane scenario. He added staff does not recommend the fully landscaped, heavily dense medians, only pockets of dense landscaping. He stated for the majority, they will be landscaped, but not dense.

Councilmember Mogged questioned City Council regarding the cost the City is willing to spend on the maintenance of the medians. Mayor Kelly stated it will depend on the visual you want while driving through Colleyville. He stated the budget can always be determined later.

Mayor Pro Tem Taylor stated Colleyville Boulevard is the only commercial corridor and life-line for the future commercial tax based businesses. He stated the citizens are not going to criticize a beautifully landscaped corridor. He stated we need to try and make a visual presentation.

Councilmember Mogged stated maybe the landscaping could be phased in, rather than doing it all at once.

Councilmember Hart questioned staff regarding whether economic development would benefit from a six lane versus a four lane roadway. Economic Development Director Marty Wieder replied the presentation, as it corresponds to the existing properties, will be enhanced. He stated a four lane roadway invites businesses or people to come and stay here.

Councilmember Hall stated we want this to look like Colleyville versus a race track through Colleyville. He stated he likes the four lane option, with as much landscaping as we can afford.

Mayor Pro Tem Taylor stated there are a lot of visual aspects that are not going to require a maintenance cost.

Councilmember Wollin stated being in favor of the four lane option since it seems to be more calm and inviting.

Councilmember Short stated not liking a six lane being characterized as a raceway. He stated the number of lanes does not dictate a raceway.

Mayor Kelly stated there is a different perspective with the more expansive roadway.

Councilmember Wollin stated four lanes are more welcoming.

Councilmember Hall stated there is currently a lot of traffic, during the rush hour.

Councilmember Wollin stated having a concern for the cut-through for the medians.

Mayor Kelly stated there is still some openness to look at that, as long as it meets the intersection need.

Mayor Pro Tem Taylor stated he would like to see this as the opportunity for City Council to use the best option to move forward. He stated there has been a lot of effort to become business friendly.

Councilmember Wollin stated it will be in keeping with the rural feel, with the trees and grass.

Councilmember Mogged stated the operating costs will give us the community feel and will save us money on the same project.

Mayor Kelly stated the annual maintenance cost will have to be worked into the budget.

Councilmember Hart stated this is being put together as we can do so.

Councilmember Mogged stated the four lane option versus the six lane option seems to be the way to go.

Councilmember Short stated he is struggling with the concept of the narrowing of the roadway through the central part of town.

Mayor Kelly stated this will help with the transitioning between the communities. He stated no one can tell the difference between Southlake and Keller on FM1709 because the roadway looks the same.

Councilmember Short questioned staff regarding how much more capacity is out there, and what is the timeline in which we would want to add the third lane? City Manager Jennifer Fadden stated NCTCOG estimates the developed area for this region is one percent of traffic growth, per year, but that SH26 is declining.

Councilmember Short questioned staff regarding how much of traffic is estimated to be generated with economic development. City Manager Jennifer Fadden replied it will depend on the type of commercial business and that the most available, undeveloped land is located at John McCain Road.

Mayor Pro Tem Taylor stated there would still be four lanes at the Cheek-Sparger Road intersection because of the sharing of the roadway with Hurst.

Councilmember Short questioned staff where the traffic counts were taken. City Manager Jennifer Fadden stated between Tinker and Hall-Johnson Road.

Mayor Pro Tem Taylor stated the ability to expand is still an option, for the future.

Councilmember Mogged questioned Councilmember Short regarding his concern for the four lane option versus the six lane option in the CBD. Councilmember Short replied it will be a challenge to make it look right with six lanes, but that the four lanes will not fix that corridor, especially since the traffic counts to the south have been higher than the traffic counts to the north.

Mayor Pro Tem Taylor stated the transportation and infrastructure improvements made in the region help with the interior collectors such as SH26.

Mayor Kelly stated the intersections are where the traffic bogs down.

Councilmember Short stated he wants City Council to decide and look at all of the options, with eyes wide open, considering the future development and with traffic

counts. He stated he would hate to decide on four lanes, and then three years later decide six lanes are needed.

Mayor Pro Tem Taylor stated SH26 may back up during the rush hour, however, it does not back up any other time. Mayor Kelly concurred.

Mayor Kelly stated funding is available from Brown Trail to Hall-Johnson Road, Phase II.

Councilmember Mogged questioned City Council regarding if we need to look at the different sections of the roadway, maybe where it might need six lanes versus only four lanes. Mayor Kelly stated it will depend on the look with the connectivity through the community.

Engineer Hutt explained there will be dedicated left and right turn lanes where necessary; however there will not be a third through lane on top of the turn lanes.

Councilmember Short questioned staff regarding the capacity that is added to the intersection. Engineer Hutt replied it will be to the turn lanes, not the through lanes.

Mayor Pro Tem Taylor stated this will allow the straight through traffic to continue to flow, which will work.

Councilmember Hall questioned staff if it would be possible to have a smaller middle median and move it to the outside section of the roadway, that way the median can be used for expansion. Mayor Kelly stated it will interrupt the businesses to do the construction for any expansion.

Councilmember Hall stated there had been talks about side roadways along SH26 to allow for outdoor cafes and such. Engineer Hutt replied it will cost more because of the internal infrastructure included in the outside lanes.

Mayor Kelly questioned staff regarding job site location. Engineer Hutt replied it will be better to have the job site in place, and negotiate the location once, rather than to renegotiate a location.

Mayor Kelly questioned staff regarding the tax percentage allocated. City Manager Jennifer Fadden replied about 10 percent.

Councilmember Hall questioned staff regarding the tax anticipation note. Assistant City Manager/Chief Financial Officer Terry Leake replied it is a bond issuance done through the TIF that will give the source of payment. She stated by state law a tax anticipation note will have a duration of seven years or less.

Councilmember Hall questioned staff regarding who pays for this note. Assistant City Manager/Chief Financial Officer Terry Leake replied the taxes from the TIF.

Mayor Kelly questioned City Council regarding if they want to look at making this a two phased project, knowing that Phase II will be short on funding, or a three phased project, with Phase II funded, and look at getting Phase III done in the future, at a possible higher cost.

City Manager Jennifer Fadden stated the project has to go through the modification process, and TxDOT stated City Council has to commit the funding by October 24.

Mayor Pro Tem Taylor questioned Mayor Kelly regarding what is Phase III. Mayor Kelly stated it would be Hall-Johnson Road to John McCain Road.

Mayor Pro Tem Taylor stated we are now building the state's road, which is their asset.

Mayor Kelly stated the ideas of transportation funding have changed. He stated we now have the ability to have funding partners, and it may be difficult to get the funding in the future.

Councilmember Hall questioned staff regarding what is left unfunded. Engineer Hutt replied \$8.5 million.

Mayor Kelly stated he firmly believes in getting the roadway connected.

Engineer Hutt replied if some of the funding is used to extend the current project to Tinker Road, with all of the intersections to be completed, \$5 million would be needed.

Mayor Kelly stated it can be viewed as an expense or an investment. He stated Phase III can be worked up later, at an additional cost. City Manager Jennifer Fadden concurred.

Councilmember Hall stated a decision could be made at the next City Council meeting on October 15.

Councilmember Hall questioned Mayor Kelly regarding if the state will change its mind on transportation funding. Mayor Kelly replied it is a funding play with almost 80 communities fighting for the same dollars.

Councilmember Short stated not all of those other communities have invested \$5 million and have a Memo of Understanding. He stated he would hope the Memo would keep Colleyville in the front of the line.

Councilmember Hart stated the south end of town has to be considered by the state, at some point, for the connection. He stated he believes this will have to be done in phases, and in the future, there may be other funds available. He added there is already a huge amount of money carved out for the Glade Road project.

Councilmember Hall stated if the project amount is accurate, there is only \$3 million unfunded.

Mayor Kelly stated there are other counties in which the funds will be spread about because of the balance of allocations.

Mayor Pro Tem Taylor stated there becomes a point where we have to ask if we want to keep putting money into someone else's asset.

Councilmember Hall stated Colleyville benefits from this roadway and its improvements.

Mayor Kelly stated for the next meeting, we can discuss the capacity of the tax incentive/notes and the funding of those; and if there is an opportunity for the pass through, and how that may look, and if it may help us.

Councilmember Short stated there may be other monies available from other funding sources to help fill in this gap. Mayor Kelly stated there is no more money, currently, according to NCTCOG.

Mayor Kelly stated the decision is that there are three additional funding sources that will get the project to a certain length, which will leave an unfunded part of Colleyville Boulevard which will not be renewed, therefore do we want to go with a) go as far as we can with identified sources, and know there will be a section of 4,500 feet of unimproved roadway, or b) have some funding scenarios that can be used to fill in that gap.

Councilmember Mogged questioned staff regarding if the actual traffic counts for Hall-Johnson Road to Tinker Road can be verified. Engineer Hutt replied not knowing if TxDOT has those historical numbers.

PC-2 Presentation and update on the Cheek-Sparger Road and Bedford Road/Court Intersection Improvement Project

Mark Goode III, PE, Kimley-Horn, presented an update on the Cheek-Sparger Road and Bedford Road/Court intersection improvement project.

Mayor Pro Tem Taylor questioned Mr. Goode regarding the six foot grade. Mr. Goode explained the six foot grade is needed for the transition areas with the variations in speed control.

Councilmember Mogged questioned Mr. Goode regarding the sidewalks and trails, are they currently in the right-of-way? Mr. Goode replied yes.

Councilmember Mogged questioned staff regarding if the remaining portion of the trail could be incorporated in this design versus waiting until later. Engineer Hutt replied any additional City add-ons would require an amendment to the City-Developer Agreement to compensate the developer. Mr. Randy Johnson, Development Manager for Cirrus Health, added the developer would have to go back to the bank and renegotiate the loan, if this was added. He stated there are still some questions regarding the placement with the trail. He stated the roundabout has to be finalized before the developer can move forward with the remainder of the project.

Engineer Hutt stated there are some items which will not be included in this roundabout, such as sidewalks between the crosswalks, street lighting, pavers in the parkway, and center island landscaping.

Councilmember Short questioned Mr. Goode regarding if there will be any lighting installed. Mr. Goode replied yes, but it will be the standard lighting versus the upgraded lighting. Engineer Hutt concurred.

Mayor Kelly questioned staff regarding the placement of pavers. Engineer Hutt stated the pavers were installed from the trail to the back of the curb at the John McCain and Pleasant Run Road roundabout.

Councilmember Short questioned staff regarding if there will be grass in the center island. City Manager Jennifer Fadden explained it will not be irrigated.

Mayor Pro Tem Taylor questioned staff regarding if the irrigation could be sleeved for future installation. Engineer Hutt replied yes.

Mayor Kelly questioned Mr. Johnson regarding the remainder of the project. Mr. Johnson replied they would like to submit for the permit by the beginning of next year.

Councilmember Hall questioned staff regarding how long Bedford Road would be closed. Engineer Hutt stated they have not estimated that time, however, Jackson Road was scheduled for 60 days, and that he would anticipate somewhere around the same timeframe.

Councilmember Hall stated it will interfere with Covenant Christian Academy. City Manager Jennifer Fadden stated it will likely be when school is out.

PC-3 Update and discussion regarding the 2014 citizen survey methodology

Mayor Kelly explained this item will have to be heard at the next City Council meeting on October 15.

PC-4 Discussion of Ordinance O-02-1322

Mayor Kelly explained this item will have to be heard at the next City Council meeting on October 15.

PC-5 Discussion of the October 2, 2013, City Council regular agenda items

Mayor Kelly explained he would be moving agenda item 7a up to be heard after the consent agenda items.

Mayor Kelly adjourned the Pre Council meeting at 7:22 p.m.

The regular meeting of the Colleyville City Council was called to order by Mayor Kelly at 7:48 p.m.

ROLL CALL: Mayor David Kelly, Mayor Pro Tem Mike Taylor and Councilmembers Carol Wollin, Chuck Mogged, Stan Hall, Jody Short, and Tom Hart.

City Manager Jennifer Fadden, Assistant City Manager and Chief Financial Officer Terry Leake, Police Chief Mike Holder, Captain Robert Hinton, Fire Chief Brian Riley, Economic Development Director Marty Wieder, City Engineer Jeremy Hutt, Community Development Director Ron Ruthven, Parks Superintendent Tim Hightshoe, Strategic Services Manager Adrienne Lothery, Information Systems Manager Chris Pena, City Attorney Matthew Boyle, and City Secretary Amy Shelley.

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

Section 551.071 - Legal - Consultation with attorney on legal issues raised by public hearing or action items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding solicitor ordinance

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

Section 551.087 – Economic Development - Discuss or deliberate regarding commercial or financial information that the City has received from business prospects that 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

Mayor Kelly explained the Executive Session had been called in accordance with the Texas Government Code, Chapter 551, Subchapter D, Section 551.071, Legal, Section 551.072, Real Estate, and Section 551.087, Economic Development. He further explained there would be no decisions made or action taken during this time. The meeting was recessed at 7:22 p.m. and reconvened at 7:23 p.m.

INVOCATION: Pastor Shawn Maurer, Compass Christian Church

PLEDGE OF ALLEGIANCE: City Attorney Matthew Boyle

2. EXECUTIVE SESSION: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - Resolution R-13-3676

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 Kelly announced the October 1, 2013 Texas Night Out was a success, and the Police Department won the annual softball tournament.

4. CONSENT: READING AND PUBLIC HEARING - Resolution R-13-3677

- 4a** Approval of the minutes of the City Council worksession of September 16, 2013
- 4b** Approval of the minutes of the regular City Council meeting of September 17, 2013
- 4c** Approval of Progressive Waste Solutions' Consumer Price Index (CPI) rate adjustment of 3.29 percent, for commercial and roll-off accounts only, and establishing the effective date of the adjustment to be November 1, 2013
- 4d** Approval of a final plat on 10.07 acres on Lot 1, Block 1, Stajduhar Addition, located at 816 W. L. D. Lockett Road, Case PC13-015
- 4e** Approval of a final plat for 12.0 acres on Tracts 3, 3E, and 3F, of Abstract 936 of the Joseph M. Looney Survey, and Lot 1, Block 1, of the

Bone Addition, located at 5008 and 5100 Bluebonnet Drive, Case PC13-016

- 4f** Approval to purchase four Chevrolet Tahoe patrol vehicles, and all equipment, from Caldwell Country Chevrolet, in an amount not to exceed \$201,676. Approval to purchase one Ford Fusion administrative vehicle, from Philpott Ford, in an amount not to exceed \$18,523.75; both approved state vendors, bid through the Cooperative Purchasing Program with the State of Texas
- 4g** Approval and adoption of the City of Colleyville Landscape Branding manual
- 4h** Approval of the renewal of an Interlocal Agreement with Tarrant County for the Cheek-Sparger Road and Jackson Road Intersection Improvements, and authorize the city manager to execute the agreement
- 4i** Approval of an Interlocal Agreement with Tarrant County for the rehabilitation of Lavaca Trail, and authorize the city manager to execute the agreement

Mayor Kelly read Resolution R-13-3677 in its entirety.

Mayor Kelly opened the public hearing at 7:53 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 7:53 p.m.

Mayor Pro Tem Taylor questioned staff regarding agenda item 4f, why not take delivery on 2014 models versus 2013 models? Police Chief Mike Holder stated there have been significant changes to the body style, including the interior, which would require purchasing new equipment. He added with the fleet management plan having been implemented, it is important to get these vehicles quickly and on the streets.

Mayor Pro Tem Taylor questioned staff regarding if purchasing 2014 models had been considered. Chief Holder replied yes.

Mayor Kelly thanked Commissioner Fickes and Judge Whitley regarding agenda items 4h and 4i, they have been great partners for the City of Colleyville.

Mayor Kelly moved to approve Resolution R-13-3677 with an amendment to the minutes for PC-1, the correction to the dollar amount requested. Councilmember Hall seconded the motion.

The motion to approve carried by the following vote:

Aye: 7 - Mayor David Kelly, Mayor Pro Tem Mike Taylor, and Councilmembers Carol Wollin, Chuck Mogged, Stan Hall, Jody Short, and Tom Hart

5. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**5a Ordinance O-13-1887**

Consideration of a request for a zoning change from PUD-C-Planned Unit Development Commercial to PUD-R-Planned Unit Development Residential, on 1.82 acres on Lot 1, Block 1, of the San Bar Square Addition, located at 105 Cheek-Sparger Road, Case ZC13-008

Mayor Kelly read the caption of Ordinance O-13-1887.

Community Development Director Ron Ruthven presented the item and briefed the City Council.

Mayor Kelly opened the public hearing at 8:09 p.m.

Mark Howe, applicant, presented the item and briefed the City Council.

Mark Isbell, applicant, presented the item and briefed the City Council.

Mary Bennett, 3705 Briarhaven Lane, stated being in favor of having residential homes, but being very fearful of any commercial development on the subject property.

Daniel Morrison, 123 Felps Court, stated being opposed to this development with concerns for traffic, fencing, and density.

Claudia Bevill, 119 Cheek-Sparger Road, spoke in opposition to this request with concerns for density, lot coverage, lot size, open space, tree preservation, and drainage.

The following persons did not wish to speak but wanted to register their opposition to this request: James Bevill, 119 Cheek-Sparger Road and Lowell Morrison, 123 Felps Court.

There were no others wishing to speak and Mayor Kelly closed the public hearing at 8:26 p.m.

Mayor Kelly questioned staff regarding if the ordinance specifically references any attachments. Director Ruthven replied there are no references to any specific attachments. City Attorney Matthew Boyle concurred.

Mayor Kelly questioned staff regarding if the ordinance references supporting documents. Director Ruthven replied yes, but not specific to a certain exhibit.

Mayor Kelly stated it seems that there are too many lots trying to be put on this property. He stated the open space is less than what is required.

Mayor Kelly questioned staff regarding the percentage of open space allowed for retention/detention. Director Ruthven replied the percentage of open space allowed for retention/detention cannot exceed 25 percent.

Mayor Kelly questioned staff regarding if open space, outside of the retention/detention, is included in the proposed 16 percent. Director Ruthven replied the actual drainage requirements will be determined at the time of platting. Mr. Howe explained there is plenty of room for such.

Councilmember Short questioned Mr. Isbell regarding the right-of-way dedication along Cheek-Sparger Road seeming to be a lot wider than the property to the east. Keith Hamilton, consulting engineer, answered for Mr. Isbell and stated, yes, it is wider. Director Ruthven explained the right-of-way had been dedicated at the time of platting.

Councilmember Short stated they would be set back from the roadway more than the adjacent properties.

Councilmember Mogged questioned staff regarding the setbacks for the adjacent properties. Director Ruthven stated those properties reflect the more current right-of-way.

Councilmember Short questioned staff regarding if a perimeter sidewalk will be constructed on this property. Director Ruthven replied yes, interior and exterior, as part of this development.

Mayor Pro Tem Taylor stated the sidewalk will resolve the bike issue.

Mr. Howe stated the dedication of right-of-way, was to accommodate the expansion of a wider Cheek-Sparger Road.

Mr. Howe stated at some point, open space requirements will need to be re-thought, since watering restrictions are always in place.

Councilmember Wollin questioned staff regarding the requirements in the proposed ordinance of a 55 foot lot width; does this apply to Lot 5? Director Ruthven replied the cul-de-sac lots do not meet this lot requirement. He stated the developer will accommodate this by moving the setback line on those lots.

Councilmember Wollin questioned staff regarding the definition of a flag lot. Director Ruthven explained a flag lot is defined in the Land Development Code as a property that is accessed by a very narrow portion of land.

Councilmember Wollin questioned staff regarding what is considered narrow? Director Ruthven replied it does not meet the minimum lot width when measured at the building lot line, however, with a PUD, approved by an ordinance, the City Council would approve what is seen on the conceptual site plan.

Mayor Kelly questioned staff regarding the cul-de-sac lot being less than 55 feet. Director Ruthven replied the developer will move the building line setback to where the lot actually meets the lot width requirement.

Mayor Kelly stated this will move the home further back on the lot.

Mayor Kelly questioned staff regarding if exhibits have been provided showing the elevations of the proposed homes. He added these homes may be two-story, with windows on the backside, which will encroach on the adjacent neighbors. Director Ruthven replied yes, colored exhibits have been provided; however, staff had not received actual footprints for this City Council meeting.

Mayor Kelly questioned Mr. Howe regarding if those exhibits could be provided for the next City Council meeting. Mr. Howe replied yes.

Councilmember Wollin asked Mr. Isbell if the agreements to be made with the homeowners to the east and south of the development that shall be recorded with the final development documents, been developed? Mr. Isbell stated they have agreed to limit the rear windows on the second story, as well as the underground drainage for the lots on the eastern property line. He stated he does not recall the screening fence along the eastern property lines; the good side will face the neighbors whereas, the pole side will face the proposed development. He added they discussed a mow strip will be in place to help mitigate the potential flood. He stated the wrought iron fence, on the site plan, will be routed around any trees on the eastern property line, adjacent to the Bevill's.

Mayor Pro Tem Taylor questioned Ms. Bevill regarding why she changed her mind about the proposed development. Ms. Bevill stated she is not opposed to residential, just to this proposal. She stated they feel that they are being encroached upon with this density.

Councilmember Hart questioned Ms. Bevill regarding what her opinion is of an appropriate number of homes for this development. Ms. Bevill replied four or five homes.

Mayor Pro Tem Taylor stated this property could serve as a transitional development.

Mayor Kelly stated residential is appropriate for this property since it is a transitional area. He added he has a concern for the density of the property.

Councilmember Wollin stated residential is a good land use for this property, but she stated being concerned about the density, setbacks, and lot widths.

Mayor Kelly questioned Mr. Isbell and Mr. Howe regarding the lot density. Mr. Isbell stated the original plan was with nine lots, he stated they gave up one lot, which gave up revenue. He stated the Bevill's originally supported the nine lots. He stated the dilemma that they currently have is that this property allows for more commercial uses than originally thought, therefore, the lot is worth more for commercial.

Mayor Pro Tem Taylor questioned staff regarding if a multi-family zoning exists on this property. Director Ruthven stated there was an allowance for RMF uses; however, the density could not be more than the density allowed with the original zoning, which is R20-Single Family Residential, which negates the multi-family uses.

Mayor Pro Tem Taylor stated the cul-de-sac street takes up a lot of the property, which takes away from the layout of the lots.

Mayor Kelly questioned staff regarding other street design options. Director Ruthven explained there are other options for street design, and he explained those layouts.

Mr. Isbell stated they are limiting their lot coverage percentage to 65 percent, to allow for more open space on the actual lots.

Mayor Pro Tem Taylor stated these potential homeowners will take pride in their lots and it will add value to the area, if some agreement can be made regarding density.

Mayor Kelly questioned Mr. Howe regarding elevations. Mr. Howe stated they have not selected a builder, but he had some examples to provide to City Council.

Mr. Isbell stated they could reduce the open space by increasing the lot widths. Mayor Pro Tem Taylor stated the same could be done with the elimination of a lot.

Mayor Kelly stated there are subdivisions in which the open space does not meet the open space requirements.

Councilmember Mogged stated the Tuscan Addition has the open space at the entrance of the development. He stated it makes a larger impact.

Mr. Isbell added there will have to be open space, of some kind, in this corner, and it makes it easier to use this open space with the existing trees. Mr. Howe stated the open space will be visible from Cheek-Sparger Road.

Mayor Kelly questioned the City Council regarding if they are good with a decrease in the open space. Mayor Pro Tem Taylor questioned, why? Mayor Kelly questioned if it is better to have more open space, or greater lot coverage?

Mayor Pro Tem Taylor stated people do not like mowing yards anymore, especially with the aging community.

Mayor Kelly stated this development seems to stand out more than the adjacent properties with the proposed density and lot coverage.

Councilmember Hall questioned staff regarding the supermajority vote. Director Ruthven stated a supermajority vote is still required.

Mayor Pro Tem Taylor questioned staff regarding the difference between Master Plan densities versus the Land Development Code density. Director Ruthven replied the Master Plan density is the entire development units divided by the acreage. The Land Development Code density is the actual number of lots divided by the actual acreage, which eliminates the right-of-way.

Mayor Kelly questioned City Council regarding the importance of the 16 percent open space along Cheek-Sparger Road versus a lesser amount, with a lesser depth, to get the lot coverage reduced, and have a better placement of the lots.

Councilmember Short stated the right-of-way along Cheek-Sparger Road should not be considered in the open space percentage for this development. He stated maybe it could be dressed up, or landscaped, to add to the open feel.

Mayor Kelly questioned staff regarding the depth of the right-of-way. Director Ruthven replied it is 60 feet. He added the Master Thoroughfare Plan indicates a 75 foot right-of-way for Cheek-Sparger Road; however, the plat for the subject property has an 80 foot right-of-way dedication.

Mayor Kelly stated the developer could reduce the depth of the open space, rather than reduce the actual percentage of open space; or the number of lots can be reduced.

Mayor Kelly questioned City Council regarding if they would like the developer to come back with alternative options for consideration.

Mayor Kelly questioned City Council regarding if they would be good with the reduction in the open space if the trees can be maintained? Mayor Pro Tem Taylor

stated the trees will help to mitigate the open space, and will help with the approving of this property.

Mayor Pro Tem Taylor questioned Mr. Howe regarding the typical building foot print. Mr. Howe replied typically the foot print includes a 45 foot pad with a 70 foot deck.

Mr. Howe stated they will come back with an exhibit that shows the original dedication, with a sidewalk, for possible consideration of it with the open space requirement.

Mayor Kelly questioned staff regarding if the bar ditch will have to be re-worked on the San Bar side for a sidewalk. Director Ruthven replied yes. Mr. Howe stated they will have to re-grade that area, a little bit.

Mayor Kelly stated being open to seeing a re-work of the right-of-way area. City Council concurred.

Mr. Howe replied this is a difficult site.

Mayor Kelly recessed the meeting at 9:37 p.m.

Mayor Kelly reconvened the meeting at 9:45 p.m.

5b Ordinance O-13-1888

Consideration of a request for a Special Use Permit for an accessory building on Lot 10, Block 4, of the Ashmore Addition, located at 2713 Highgrove Court, Case ZC13-011

Mayor Kelly read the caption of Ordinance O-13-1888.

Community Development Director Ron Ruthven presented the item and briefed the City Council.

Mayor Kelly opened the public hearing at 9:47 p.m.

The applicant did not have anything additional to add to staff's briefing.

There were no others wishing to speak and Mayor Kelly closed the public hearing at 9:47 p.m.

Councilmember Mogged stated the homeowners association's architectural review committee met to discuss this item at their meeting on September 26, 2013, and they approved this request.

5c Ordinance O-13-1889

Consideration of a request for a zoning change from AG-Agricultural to R40-Single Family Residential on 1.06 acres on Lot 8, of the Mrs. Eva Paul's Subdivision, located at 1105 Tinker Road, Case ZC13-012

Mayor Kelly read the caption of Ordinance O-13-1889.

Community Development Director Ron Ruthven presented the item and briefed the City Council.

Mayor Kelly opened the public hearing at 9:50 p.m.

The applicant did not have anything additional to add to staff's briefing.

There were no others wishing to speak and Mayor Kelly closed the public hearing at 9:50 p.m.

Mayor Kelly questioned staff regarding if the subdivision name will remain the same. Director Ruthven replied yes.

5d Ordinance O-13-1890

Consideration of a request for a Special Use Permit for a dance studio on Lot 1, Block 1, of the Ratliff Addition, located at 5310 Pleasant Run Road, Case ZC13-013

Mayor Kelly read the caption of Ordinance O-13-1890.

Community Development Director Ron Ruthven presented the item and briefed the City Council.

Mayor Kelly opened the public hearing at 9:56 p.m.

Yuli Nesterenko, applicant, presented the item and briefed the City Council.

Robert Figueroa, 817 Central Drive, spoke in opposition to this request with concerns for traffic, parking, security, and privacy.

There were no others wishing to speak and Mayor Kelly closed the public hearing at 10:06 p.m.

Mayor Kelly questioned Mr. Nesterenko regarding the normal class size. Mr. Nesterenko replied the normal class size is 16, usually twice a week. He stated all 90 students will not be in attendance at once. He stated they have never had any issues with parking in the location they are currently in, and it is a lot less than what this location will have.

Mayor Kelly questioned Mr. Nesterenko regarding rehearsals for performances or for the actual performance. Mr. Nesterenko replied they will be at the Irving Center.

Mayor Kelly questioned Mr. Nesterenko regarding the drop-off of the students. Mr. Nesterenko replied the parents usually drop-off the students and then leave and come back to pick the students up after their practice.

Mayor Kelly questioned Mr. Nesterenko regarding if he is purchasing the building or leasing the building. Mr. Nesterenko replied he will be leasing the building.

Mayor Kelly questioned Mr. Nesterenko regarding if he owns the vacant property next door. Mr. Nesterenko replied no, he understood that property is under contract.

Mayor Kelly questioned Mr. Nesterenko regarding if he will want to use parking with the adjacent property. Mr. Nesterenko replied that property is vacant and undeveloped. He stated he will not be using the property for parking, and will not need to use it for such.

Mayor Kelly questioned staff regarding the current uses allowed in the CN-Neighborhood Commercial zoning district. Director Ruthven replied photography studio, spa, interior decoration studios, and general office buildings.

Mr. Nesterenko replied other cities around allow this use in this type of zoning district. Mayor Kelly stated each city is different with its uses.

Councilmember Short questioned Mr. Nesterenko regarding the parent drop-off and pick-up situation, will the parents wait outside for the student to come to the car. Mr. Nesterenko replied usually the parents will come in personally to pick them up, unless the student is older.

Councilmember Short questioned Mr. Nesterenko regarding if there is a covered area for drop-off and pick-up. Mr. Nesterenko replied no.

Mayor Kelly questioned Mr. Figueroa regarding the uses for this building, what are the concerns of the uses for this building. Mr. Figueroa stated not really having an issue with this specific use, but has had some issues since the building has been vacant. He stated having concerns for privacy with the business being open until 9:00 p.m. He stated the fence is in disrepair.

Mayor Kelly stated whoever owns the fence would be responsible for the repair of such. Director Ruthven stated the City Council may require additional screening requirements with this request. He added the property owner will need to have a survey done to see who actually owns the fence.

Mayor Pro Tem Taylor questioned Mr. Figueroa regarding what types of uses he would like to see in this location. Mr. Figueroa replied he is not too opposed to this ballet use, but concerned about the number of students using this business.

Mayor Pro Tem Taylor stated he would feel this use would add value to this area, especially since ballet students seem to be very disciplined.

5e Ordinance O-13-1891

Approving a negotiated resolution between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2013 Annual Rate Review Mechanism filing and adopting tariffs that reflect rate adjustments consistent with the negotiated settlement

Mayor Kelly read the caption of Ordinance O-13-1891.

Strategic Services Manager Adrienne Lothery presented the item and briefed the City Council.

Mayor Kelly questioned staff regarding the settlement amount. Manager Lothery replied the compromised amount is \$16.6 million.

Mayor Kelly opened the public hearing at 10:22 p.m.

Mary Jean Moloney, with Atmos Energy, thanked City Council regarding their consideration.

There were no others wishing to speak and Mayor Kelly closed the public hearing at 10:24 p.m.

5f Ordinance O-13-1892

Approval of amendments to the Code of Ordinances Chapter 70, Article II, Section 70-28, Relating to Home Solicitation, Distribution, and Miscellaneous Sales

Mayor Kelly read the caption of Ordinance O-13-1892.

Police Chief Mike Holder presented the item and briefed the City Council.

Mayor Kelly opened the public hearing at 10:26 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 10:26 p.m.

City Attorney Matthew Boyle questioned Chief Holder regarding if he has read the proposed ordinance in its entirety. Chief Holder replied yes.

City Attorney Matthew Boyle questioned Chief Holder regarding if this includes all of the findings included on pages 1-3, of the proposed ordinance. Chief Holder replied yes.

City Attorney Matthew Boyle questioned Chief Holder regarding if he believes all of those findings are true and correct. Chief Holder replied yes.

6. RESOLUTION(S): READING AND PUBLIC HEARING

6a Resolution R-13-3678

A resolution nominating candidates to the Tarrant Appraisal District (TAD) Board of Directors

Mayor Kelly read Resolution R-13-3678 in its entirety.

City Manager Jennifer Fadden presented this item and briefed the City Council.

Mayor Kelly opened the public hearing at 10:28 p.m.

Councilmember Wollin nominated Mr. John Eubanks to the Tarrant Appraisal District Board of Directors.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 10:28 p.m.

Councilmember Wollin moved to approve Resolution R-13-3678 with the nomination of Mr. John Eubanks. Councilmember Hart seconded the motion.

The motion to approve carried by the following vote:

Aye: 7 - Mayor David Kelly, Mayor Pro Tem Mike Taylor, and Councilmembers Carol Wollin, Chuck Mogged, Stan Hall, Jody Short, and Tom Hart

7. ORDINANCE(S) CONTINUED: READING AND PUBLIC HEARING

7a Ordinance O-13-1881

Request for approval of a Special Use Permit for alcoholic beverage sales for off-premises consumption on Lot 7A, Block 2, Village Park Addition, located at 4801 Colleyville Boulevard. Approval of a Special Use Permit for alcoholic beverage sales for on-premises consumption on Lots 1R1, 4, 5A, 6A, 7A, and 9R, Block 2, Village Park Addition, located at 4701, 4709, 4717, 4725, 4801, and 4843 Colleyville Boulevard, Case ZC13-009

Mayor Kelly read the caption of Ordinance O-13-1881.

Community Development Director Ron Ruthven presented the item and briefed the City Council.

Mayor Kelly opened the public hearing at 7:58 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 7:58 p.m.

Mayor Kelly questioned staff regarding if the Whole Foods business or ownership structure remains in place, will the blanket SUP remain in place? Director Ruthven replied yes.

Mayor Kelly questioned staff regarding if any change in the Whole Foods business would require an amendment to the blanket SUP. Director Ruthven replied yes.

Mayor Kelly questioned staff regarding what is the definition of a change in use? Director Ruthven defined that it is a change in the use of the business. He explained if a restaurant were to no longer be a restaurant that would be a change in the use.

Mayor Kelly stated if a particular restaurant ownership changes and does so in a manner which is not suitable for the residents of Colleyville, would that negate the SUP. Director Ruthven replied if there is a change, other than ownership, the SUP would no longer be good. He added that if a Mexican restaurant changes ownership and becomes a sandwich shop, the SUP would no longer be valid.

Mayor Kelly questioned the applicant regarding the language for the restaurant change in use versus the change in ownership. Scott Woodruff, Centennial Real Estate, replied if the restaurant changes its ownership, they want the restaurant to be able to remain in place, regardless of ownership.

Mayor Kelly questioned staff regarding if the ordinance needs clarification. Director Ruthven replied if the restaurant changes its name, the SUP would not be valid.

Mayor Kelly questioned staff regarding if the landscaping requirements of the Land Development Code will be required to be in compliance. Director Ruthven replied yes.

Councilmember Wollin questioned Mr. Woodruff regarding what is the timing in which the front façade will need to be completed? Mr. Woodruff stated Matt's El Rancho restaurant wants to open while the construction of Whole Foods is being completed.

Mayor Kelly moved to approve Ordinance O-13-1881. Councilmember Hall seconded the motion.

The motion to approve carried by the following vote:

Aye: 7 - Mayor David Kelly, Mayor Pro Tem Mike Taylor, and Councilmembers Carol Wollin, Chuck Mogged, Stan Hall, Jody Short, and Tom Hart

8. CITIZEN COMMENTS/PRESENTATIONS REGARDING ITEMS NOT ON THE AGENDA

There was no one present wishing to speak regarding this item.

9. REPORTS

Historical Preservation Committee Minutes - June 13, 2013

There was no discussion of this item.

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR OCTOBER 2, 2013 - Reading and Public Hearing - Resolution R-13-3679

This resolution was not needed.

11. ADJOURNMENT

There being no further business before the City Council, Councilmember Mogged moved to adjourn, and Mayor Kelly seconded the motion.

The motion carried with the following vote:

Aye: 7 - Mayor David Kelly, Mayor Pro Tem Mike Taylor, and Councilmembers Carol Wollin, Chuck Mogged, Stan Hall, Jody Short, and Tom Hart

Mayor Kelly adjourned the City Council meeting at 10:29 p.m.

APPROVED BY A VOTE OF _____ AYES, _____ NAYS, AND _____ ABSTENTIONS ON THIS THE 15TH DAY OF OCTOBER 2013.

Minutes taken and prepared by:

*Amy Shelley, TRMC
City Secretary*



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4b

Agenda Date 10/15/2013

Number Resolution R-13-3681

Type Resolution

Department Public Works

Title

Approval of a construction contract with North Texas Contracting, Inc., for the paving and drainage improvement - Jackson and Cheek-Sparger intersection, in an amount not to exceed \$1,932,126, and authorize the city manager to execute the contract

Explanation

Reading and Public Hearing

The Comprehensive Five Year Capital Improvement Program (CIP) that was adopted by City Council on September 17, 2013 by R-13-3666 includes paving and drainage improvement - Jackson and Cheek-Sparger intersection project. On December 11, 2009, the City of Colleyville entered into an engineering services contract with Burgess and Niple to perform a preliminary engineering study to determine the appropriate type of roadway improvements needed to improve traffic flow at the intersection of Jackson Road and Cheek-Sparger Road. This study was completed and presented at the August 2, 2011 Pre Council meeting. The results of the study revealed that two options were viable for this intersection improvement project; a signalized intersection or a single lane roundabout, with one or more free right turn lanes. The consultant recommended a single lane roundabout with a dedicated northbound right turn lane. This option provides better long-term vehicle movement efficiency and the ability to expand the roundabout if future traffic demands require it.

A public informational meeting was held on September 15, 2011, to receive comments and concerns from citizens. The comments made at the meeting indicated strong support for the design and construction of a single lane roundabout. Staff presented the findings of the public meeting at the October 18, 2011 Pre Council meeting. The design firm Freese and Nichols was selected to perform the engineering design for this intersection improvement project on March 6, 2012. Freese and Nichols performed the engineering design for this intersection as a single lane roundabout. All necessary right-of-way for this project has now been acquired and the project can proceed to construction.

Staff advertised this project in the *Fort Worth Star-Telegram* on September 8 and September 15, 2013 and received four bids on September 24, 2013. Per the attached bid tabulation, the low bid was submitted by North Texas Contracting, Inc., in the amount of \$1,932,126. The base bid includes a \$150,000 contingency allowance that is controlled by the City to cover any cost overages that may occur during construction. The project bid consists of concrete pavement, installation of an arch

culvert drainage structure, sidewalks, signage, striping, and storm drainage. The contract timeline is 150 calendar days from the date of the Notice to Proceed. The contractor's qualifications and references have been verified, and the estimated cost of this project by the design engineer was \$1,992,600, exclusive of the contingency amount.

Financial Impact

The Comprehensive Five Year Capital Improvement Program that was approved by R-13-3666 includes the paving and drainage improvement – Jackson and Cheek-Sparger intersection project funding in the amount of \$2,011,500 for construction.

The available funding sources include:

Tarrant County Bond Funds - \$535,415

RTR (CDA) NCTCOG Funds - \$349,320

Capital Project Transfer for Street Rehabilitation - \$1,174,756

Note: The Tarrant County Bond Funds are limited to a one to one match with local dollars.

Recommendation

Approve

Attachments

1. Resolution R-13-3666
2. Recommendation of Award

RESOLUTION R-13-3666

**A RESOLUTION ADOPTING A COMPREHENSIVE FIVE YEAR CAPITAL
IMPROVEMENT PROGRAM FOR FISCAL YEARS 2014-2018 FOR THE
CITY OF COLLEYVILLE, TEXAS**

WHEREAS, planning for capital expenditures is an essential function of local government; and

WHEREAS, a multi-year capital improvement program is an important communication tool for residents and businesses; and

WHEREAS, a multi-year capital improvement program is a valuable tool in addressing infrastructure renewal and replacement needs and an essential part of the City's financial planning.

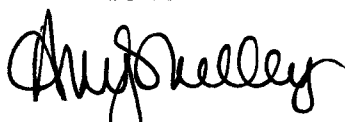
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF COLLEYVILLE, TEXAS:**

- Sec. 1. THAT the Fiscal Year 2014-2018 Capital Improvement Program attached as Exhibit "A", is hereby adopted.
- Sec. 2. THAT the Capital Improvement Program will be reviewed and updated on an annual basis, or as otherwise necessary.
- Sec. 3. THAT changes to the Capital Improvement Program will require approval of the City Council.

AND IT IS SO RESOLVED.

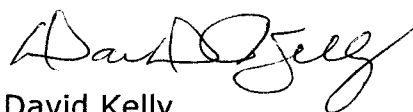
APPROVED BY A VOTE OF 7 AYES, 0 NAYS, AND 0
ABSTENTIONS ON THIS THE 17TH DAY OF SEPTEMBER 2013.

ATTEST:



Amy Shelley, TRMC
City Secretary

COLLEYVILLE CITY COUNCIL



David Kelly
Mayor



EXHIBIT "A"

City of Colleyville

Capital Improvement Program

FY 2014 to FY 2018

			FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	
Project Title		Project Category	Project Costs					
1	ST14-001	Reconstruct Kingston Estates	Streets - Reconstruction	\$ 1,879,814	\$ -	\$ -	\$ -	\$ -
2	ST14-002	Rehabilitate Lavaca Trail - 2014 County Project	Streets - Rehabilitation	\$ 151,000	\$ -	\$ -	\$ -	\$ -
3	ST14-003	Rehabilitate Streets in Jewel Estates Subdivision	Streets - Rehabilitation	\$ 575,806	\$ -	\$ -	\$ -	\$ -
4	ST14-004	Construct Jackson Cheek-Sparger Roundabout	Streets - Intersection Improvements	\$ 2,153,433	\$ -	\$ -	\$ -	\$ -
5	ST14-005	Design of Frontier Court Reconstruction	Streets - Reconstruction	\$ 130,000	\$ -	\$ -	\$ -	\$ -
6	ST14-006	Reconstruct Pleasant Run: Veranda to Bogart	Streets - Reconstruction	\$ 1,054,865	\$ -	\$ -	\$ -	\$ -
7	ST14-007	Construction SH26 Phase I Enhancements	Streets - Reconstruction	\$ 333,250	\$ -	\$ -	\$ -	\$ -
8	ST14-008	Construct SH26, Phase II	Streets - Reconstruction	\$ 14,000,000	\$ -	\$ -	\$ -	\$ -
9	ST14-009	2014 Miscellaneous Concrete Repairs	Other	\$ 422,300	\$ -	\$ -	\$ -	\$ -
10	ST14-010	Final Design of Glade Road	Streets - Reconstruction	\$ 701,000	\$ -	\$ -	\$ -	\$ -
11	UT14-001	Upsize Utility Lines - Western Trails	Utilities - Waterline Renewals/Upsizing	\$ 886,979	\$ -	\$ -	\$ -	\$ -
12	RC14-001	Design of Senior Center Renovation	Facility-Rehabilitation	\$ 125,000	\$ -	\$ -	\$ -	\$ -
13	PK14-001	Construct Cottonbelt Trail - Phase 3	Parks	\$ 230,000	\$ -	\$ -	\$ -	\$ -
14	FA14-001	Clean and Seal Exterior Stone City Hall/Library	Facility-Rehabilitation	\$ 300,000	\$ -	\$ -	\$ -	\$ -
15	ST14-011	Pavement Markings	Streets - Rehabilitation	\$ 100,000	\$ -	\$ -	\$ -	\$ -
16	PK14-002	Improvements @ Trailhead	Parks	\$ 100,000	\$ -	\$ -	\$ -	\$ -
17	ST14-012	Glade Road ROW Acquisition	Streets - Reconstruction	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -
18	ST14-013	Construct Roundabout at Bedford and Cheek-Sparger	Streets - Intersection Improvements	\$ 800,000	\$ -	\$ -	\$ -	\$ -
19	PK14-003	Landscape & Amenity Upgrades	Parks	\$ 175,000	\$ -	\$ -	\$ -	\$ -
				\$ 27,118,446	\$ -	\$ -	\$ -	\$ -
1	UT15-001	Upsize Utility Lines - Reagan Estates	Utilities - Waterline Renewals/Upsizing	\$ -	\$ 650,209	\$ -	\$ -	\$ -
2	OT15-001	Install Quiet Zones at Three RR Crossings	Other	\$ -	\$ 1,600,921	\$ -	\$ -	\$ -
3	OT15-002	Reconstruct Whites Chapel Road Bridge	Other	\$ -	\$ 150,000	\$ -	\$ -	\$ -
4	ST15-001	2015 Miscellaneous Concrete Repairs	Other	\$ -	\$ 422,300	\$ -	\$ -	\$ -
5	ST16-002	Reconstruct Streets in Western Trails	Streets - Reconstruction	\$ -	\$ 1,377,058	\$ -	\$ -	\$ -
6	ST15-003	Rehabilitate Jackson Road - 2015 County Project	Streets - Rehabilitation	\$ -	\$ 151,000	\$ -	\$ -	\$ -
7	ST15-004	Design Pleasant Run: Shelton to Tinker	Streets - Reconstruction	\$ -	\$ 91,000	\$ -	\$ -	\$ -
8	OT15-003	Reconstruct Bedford Road Retaining Wall	Other	\$ -	\$ 300,050	\$ -	\$ -	\$ -
9	ST15-005	Pavement Markings	Streets - Rehabilitation	\$ -	\$ 100,000	\$ -	\$ -	\$ -
10	PK15-001	Construct New Trail	Parks	\$ -	\$ 150,000	\$ -	\$ -	\$ -
11	ST15-006	Construct Glade Road	Streets - Reconstruction	\$ -	\$ 3,507,875	\$ -	\$ -	\$ -
12	PK15-002	Construct Cottonbelt Trail Spur	Parks	\$ -	\$ 165,000	\$ -	\$ -	\$ -
				\$ -	\$ 8,665,413	\$ -	\$ -	\$ -
1	ST16-001	Reconstruct Pleasant Run: Shelton to Tinker	Streets - Reconstruction	\$ -	\$ -	\$ 856,167	\$ -	\$ -
2	ST16-002	Rehabilitate Streets in Western Trails Subdivision	Streets - Rehabilitation	\$ -	\$ -	\$ 737,770	\$ -	\$ -
3	ST16-003	Design Pleasant Run: Tinker to John McCain	Streets - Rehabilitation	\$ -	\$ -	\$ 201,000	\$ -	\$ -
4	ST16-004	2016 Miscellaneous Concrete Repair	Other	\$ -	\$ -	\$ 422,300	\$ -	\$ -
5	ST16-005	Rehabilitate Bandit Trail - 2016 County Project	Streets - Rehabilitation	\$ -	\$ -	\$ 151,000	\$ -	\$ -
6	UT16-001	Upsize Utility Lines, Sunrise Terrace/Brighton Oaks	Utilities - Waterline Renewals/Upsizing	\$ -	\$ -	\$ 1,833,320	\$ -	\$ -
7	ST16-006	Design Pleasant Run: John McCain to North City Limits	Streets - Reconstruction	\$ -	\$ -	\$ 131,000	\$ -	\$ -
8	PK16-001	Construct New Trail	Parks	\$ -	\$ -	\$ 150,000	\$ -	\$ -
9	ST16-007	Pavement Markings	Streets - Rehabilitation	\$ -	\$ -	\$ 100,000	\$ -	\$ -
10	ST16-008	Construct Glade Road	Streets - Reconstruction	\$ -	\$ -	\$ 2,479,250	\$ -	\$ -
				\$ 7,061,807				
1	UT17-001	Upsize Utility Lines - Woodbriar/Quailcrest Estates	Utilities - Waterline Renewals/Upsizing	\$ -	\$ -	\$ -	\$ 1,697,035	\$ -
2	ST17-001	2017 Miscellaneous Concrete Repair	Other	\$ -	\$ -	\$ -	\$ 414,050	\$ -
3	ST17-002	Rehabilitate Street TBD - 2017 County Project	Streets - Reconstruction	\$ -	\$ -	\$ -	\$ 151,000	\$ -
4	ST17-003	Rehabilitate Streets Pecan Park and Sand Oaks	Streets - Rehabilitation	\$ -	\$ -	\$ -	\$ 1,516,064	\$ -
5	ST17-004	Construct Glade Road	Streets - Reconstruction	\$ -	\$ -	\$ -	\$ 1,503,375	\$ -
6	ST17-005	Design Reconstruction of Roberts Road	Streets - Reconstruction	\$ -	\$ -	\$ -	\$ 100,000	\$ -
7	PK17-001	Construct New Trail	Parks	\$ -	\$ -	\$ -	\$ 150,000	\$ -
				\$ -	\$ -	\$ -	\$ 5,531,524	\$ -
1	ST18-001	Rehabilitate Streets in Woodbriar, Quail Crest Estates	Streets - Rehabilitation	\$ -	\$ -	\$ -	\$ -	\$ 1,443,269
2	ST18-002	2018 Miscellaneous Concrete Repair	Other	\$ -	\$ -	\$ -	\$ -	\$ 264,050
3	ST18-003	Rehabilitate Streets TBD - 2018 County Road Project	Streets - Reconstruction	\$ -	\$ -	\$ -	\$ -	\$ 151,000
4	ST18-005	Reconstruct Pleasant Run: Tinker to John McCain	Streets - Reconstruction	\$ -	\$ -	\$ -	\$ -	\$ 2,099,959
5	PK18-001	Construct Pleasant Run Trail	Parks	\$ -	\$ -	\$ -	\$ -	\$ 300,000
6	ST18-006	Construct Glade Road	Streets - Reconstruction	\$ -	\$ -	\$ -	\$ -	\$ 1,002,250
				\$ 5,260,528				
Five Year Total:				\$ 27,118,446	\$ 8,665,413	\$ 7,061,807	\$ 5,531,524	\$ 5,260,528 \$ 53,637,719

CITY FUNDING

Proposed Funding						
Capital Project Transfer for Street Rehab <i>(PROJECTED AVAILABLE: \$1,667,000)</i>	\$ 1,652,656	\$ -	\$ -	\$ -	\$ -	\$ 1,652,656
CEDC (Parks, Trails & Libraries)	\$ 904,000	\$ 315,000	\$ 150,000	\$ 150,000	\$ 300,000	\$ 1,819,000
COG/TxDOT/County	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ 175,000
County Bond Program	\$ 535,415	\$ -	\$ -	\$ -	\$ -	\$ 535,415
Crime Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Drainage Fund	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Perimeter Street Fees	\$ 676,587	\$ -	\$ 236,546	\$ 9,394	\$ -	\$ 922,527
General Fund <i>(PROJECTED AVAILABLE: \$2.4M/YEAR = \$12M)</i>	\$ 2,262,959	\$ 2,491,408	\$ 2,362,691	\$ 2,171,720	\$ 2,758,278	\$ 12,047,056
Grants/Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NCTCOG	\$ 349,320	\$ -	\$ -	\$ -	\$ -	\$ 349,320
Parkland Dedication Fund and Voluntary Park Fund	\$ 230,000	\$ -	\$ -	\$ -	\$ -	\$ 230,000
Roadway Impact - West District	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Roadway Impact - East District	\$ 222,964	\$ -	\$ -	\$ -	\$ -	\$ 222,964
Tomorrow Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utility Fund	\$ 962,131	\$ 597,593	\$ 1,833,320	\$ 1,697,035	\$ -	\$ 5,090,079
Wastewater Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Impact Fees	\$ 62,458	\$ 52,616	\$ -	\$ -	\$ -	\$ 115,074
End of Year Transfer to GF	\$ 958,250	\$ 100,000	\$ -	\$ -	\$ 1,200,000	\$ 2,258,250
	\$ 9,191,740	\$ 3,556,617	\$ 4,582,557	\$ 4,028,149	\$ 4,258,278	\$ 25,617,341

NON-CITY FUNDING

FWHA/TxDOT/Other	\$ 14,800,000	\$ 1,280,737	\$ -	\$ -	\$ -	\$ 16,080,737
Other: FWTA	\$ -	\$ 320,184	\$ -	\$ -	\$ -	\$ 320,184
TIF	\$ 3,126,707	\$ 3,507,875	\$ 2,479,250	\$ 1,503,375	\$ 1,002,250	\$ 11,619,457
	\$ 17,926,707	\$ 5,108,796	\$ 2,479,250	\$ 1,503,375	\$ 1,002,250	\$ 28,020,378

TOTAL FUNDING

\$ 27,118,447	\$ 8,665,413	\$ 7,061,807	\$ 5,531,524	\$ 5,260,528	\$ 53,637,719
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October 1, 2013

Mr. Jeremy Hutt
City Engineer
City of Colleyville
100 Main Street
Colleyville, TX 76034

Re: Paving and Drainage Improvements at Jackson and Cheek-Sparger Intersection
Recommendation of Award

Dear Mr. Hutt:

Listed below are the bid results for the Jackson at Cheek-Sparger project. A total of four bid proposals were received on September 24, 2013.

Summary of Bids:

Bidder	Base Bid
North Texas Contracting, Inc.	\$ 1,932,126.00
Lone Star Civil Construction, Inc.	\$ 2,194,444.44
Jackson Construction, Ltd.	\$ 2,329,268.00
AUI Civil, LLC	\$ 2,542,369.00

Based on their bid proposal and previous construction experience, Freese and Nichols recommends that the City of Colleyville award the contract to North Texas Contracting, Inc. as the principal contractor for this project. NTC's bid was within our opinion of probable construction cost.

Sincerely,

Freese and Nichols, Inc.

Spencer B. Maxwell, P.E.
Project Manager

Attachment: Bid Tabulation



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4c

Agenda Date 10/15/2013

Number Resolution R-13-3681

Type Resolution

Department Community Development

Title

Approval of a contract with Halff Associates, Inc., for the Comprehensive Plan Update, in an amount not to exceed \$249,850, and authorize the city manager to execute the contract

Explanation

Reading and Public Hearing

This item includes the professional services contract (including the project scope) for the update to the City's Master Plan through the creation of a new comprehensive plan.

At a joint worksession of the City Council and Planning and Zoning Commission held on March 7, 2013, staff was directed to seek a consultant to update the existing Master Plan, adopted in 2004. On March 29, 2013, staff published a request for qualifications (RFQ) for comprehensive plan update services on the national website for the American Planning Association. On May 3, 2013, the deadline for consultants to submit a response to the RFQ in the form of a Summary of Qualifications was closed. A total of seven submittals were received. Staff then formed a Consultant Selection Committee to review the submittals and conduct interviews of the finalists. On July 12, 2013, staff notified Halff Associates, Inc., that their team had been selected to perform the update to the plan, based on the recommendation of the committee. Since then, staff has been negotiating the scope of work and cost of the plan update. Attached is the final proposed scope of work, contract, and cost to perform the plan update.

The total proposed cost to update the plan from Halff Associates, Inc. is \$249,850. A breakdown of the costs to perform the update is as follows:

- Project Management (ongoing throughout process): \$3,300
- Pre-Planning: \$12,580
- Technical Analysis (Existing Conditions): \$28,750
- Public Participation: \$36,840
- Plan Element Analysis and Recommendations: \$116,830
- Draft Plan Document and Draft Review: \$25,900

- Final Plan Adoption Process and Final Deliveries: \$10,900
- Base Reimbursable Expenses: \$11,750
- Printing of final report (estimated): \$3,000

More specific details of the above items are included in the attached scope of work.

The majority of funding for the comprehensive plan was initially approved in the FY 2013 budget. Total funds available for the comprehensive plan are broken down as follows:

\$200,000 – FY 2012 budget amendment (attached Ordinance O-12-1852) for a transfer to the Capital Projects Fund for an update to the comprehensive plan. This is the original amount approved to complete the plan.

\$25,000 – Colleyville Economic Development Corporation (CEDC) FY 2014 budget. This amount was approved as part of the CEDC budget for a new master plan for the Colleyville Center, to be performed as part of the attached scope of work.

\$24,850 - FY 2014 General Fund Budget Contingency account 001-10-10-6298. This will provide additional funding, above and beyond the \$200,000 cost of the plan, for "specific area plans", or site master plans, for the remaining large, undeveloped commercial tracts in the City including the 64 undeveloped acres located at John McCain Road and SH26, referred to as the "northern gateway area" in the scope of work. The specific area plans will include a detailed prototype plan that identifies potential uses, configuration, volume and densities of structures, buffer areas if required, special features dictated by drainage if needed, and vehicular and walking/bicycling access. The intent of the plans, and for the northern gateway area in particular, will be to use it as an economic development and marketing tool for the properties and include a summary economic snapshot that recommends best potential uses for the sites.

The other target areas for the specific area plans include: undeveloped areas with transitional residential uses and, larger (five acres or more) undeveloped non-residential properties. These plans will be attached as an appendix to the comprehensive plan in order to more easily facilitate their individual distribution as part of economic development's marketing of the sites.

Comprehensive Plan Background and History. Since Colleyville was incorporated in 1956, the City has completed five Master/Comprehensive Plans: 1968, 1987, 1994, 1998 and 2004.

Generally speaking, a comprehensive plan provides a vision for the community's future. It guides future community growth and development while also providing a

visionary framework for redevelopment. It also supports the economic vitality and quality of life of the community and should be the basis for decision-making and priority-setting for future community infrastructure and public facility investments.

In 1997, the legislature adopted Texas Local Government Code, Chapter 213, which specifically authorized cities to adopt a comprehensive plan for the long-range development of the city. The content and design of the plan, and its relationship to the city's development regulations is within the city's discretion to determine, either by charter or ordinance. A comprehensive plan may be adopted or amended as follows:

- public hearing with opportunity for public testimony and submission of written evidence;
- review by the Zoning Commission and city staff;
- additional requirements may be established by the city, and must be followed;
- existence of other plans, policies or strategies does not preclude adoption or amendment of a comprehensive plan;
- the map relating to a comprehensive plan shall contain the following statement: "A COMPREHENSIVE PLAN SHALL NOT CONSTITUTE ZONING REGULATIONS OR ESTABLISH ZONING DISTRICT BOUNDARIES."

In Colleyville, Sections 11.03 and 11.04 of the City Charter state the following with regard to the Master Plan:

"Section 11.03 The Master Plan:

The Master Plan for the physical development of the City of Colleyville shall contain the Commission's recommendations for growth, development and beautification of the City. A copy of the Master Plan, or any part thereof, shall be forwarded to the City Council, which may adopt this plan in whole or in parts, and may adopt any amendment thereto after at least one (1) public hearing on the proposed action. The Commission shall act on such plan, or part thereof, and again forward it to the City Council for consideration. All amendments to the Master Plan recommended by the Commission shall be submitted in the same manner as outlined above to the City Council for approval, and all other recommendations affecting the Master Plan shall be accompanied by a recommendation from the Planning and Zoning Commission.

Section 11.04 Legal Effect of the Master Plan:

Upon adoption of the Master Plan by the City Council, no subdivision, street, park, or any public way, ground or space, public building or structure, or public utility, whether publicly or privately owned, which is in conflict with the Master Plan shall be

constructed or authorized by the City until and unless the location and extent thereof shall have been submitted to the Commission and approved by the City Council. In case of Commission disapproval, they shall communicate their reasons to the City Council, which shall have the power to overrule such disapproval. The widening, narrowing, relocating, vacating, or change in the use of any street, alley, or public way, or ground, or sale of any public building or real property, shall be subject to similar submission and approval of the Planning and Zoning Commission and failure to approve may be similarly overruled by the City Council. (Amended May 7, 2005)”

As prescribed by the above sections of the Charter, the current 2004 Master Plan was adopted by Ordinance O-04-1483. Upon completion of the current proposed update, City Council approval of the plan by ordinance will be required.

Next Steps and Schedule. As stated in the attached scope of work, the next step will be to form a Comprehensive Plan Advisory Committee. The composition of the committee has yet to be determined. The scope of work states that the plan update should not take more than 12 months to complete. However, the final schedule will be determined by the committee.

Financial Impact

Total funds available for the comprehensive plan are broken down as follows:

\$200,000 – FY 2012 budget amendment (attached Ordinance O-12-1852) for a transfer to the Capital Projects Fund for an update to the comprehensive plan.

\$25,000 – Colleyville Economic Development Corporation (CEDC) FY 2014 budget.

\$24,850 - FY 2014 General Fund Budget - Contingency account 001-10-10-6298.

Recommendation

Approve

Attachments

1. Halff Associates, Inc. - Contract for Comprehensive Plan Update
2. Ordinance O-12-1852

Halff Associates, Inc.- Contract for Comprehensive Plan Update

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF COLLEYVILLE (CITY) AND HALFF ASSOCIATES, INC. (PLANNER)

I. SCOPE - Halff Associates, Inc. (hereinafter "Planner") agrees to perform the professional services described in **Exhibit A - Scope of Services** dated _____ which incorporates these terms and conditions and which is attached hereto. Unless modified in writing by the parties hereto, the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and these General Terms and Conditions, when executed by The City of Colleyville (hereinafter "City"), shall constitute a binding Agreement on both parties. Planner shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

II. COMPENSATION - City agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the City received the invoice until the date Planner receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the parties that Planner's receipt of payment(s) from City is not contingent upon City's receipt of payment, funding, reimbursement or any other remuneration from others.

City agrees that Planner shall be paid for services described in the attached Scope of Services as specified on **Exhibit B - Basis of Compensation**, dated _____, attached hereto. Mileage will be billed at current IRS rates.

III. RESPONSIBILITY - Planner is employed to render a professional service only, and any payments made by City are compensation solely for the services rendered and the recommendations made in carrying out the work. Planner agrees to follow the standard practices of the Planning profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Nothing contained herein shall be argued to have created any warranty or certification and Planner shall not be required to provide any certification, assignment or warranty of its work but, upon request and for a separate fee and at Planner's sole discretion, Planner may agree to provide certain written statements regarding its services. Such statements shall be in a form acceptable to Planner and shall be requested with sufficient advance notice to allow Planner to review the documents and prepare a suitable statement.

Planner's review or supervision of work prepared or performed by other individuals or firms employed by City shall not relieve those

individuals or firms of complete responsibility for the adequacy of their work. It is understood that any resident Planning or inspection provided by Planner is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Planner does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

IV. SCOPE OF CITY SERVICES - City agrees to provide those services described in the attached Scope of Services.

V. OWNERSHIP OF DOCUMENTS - Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, illustrations, reports and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Planner. Upon Planner's completion of services and receipt of payment in full, Planner grants to City a non-exclusive right to GIS data, files, instruments, reports, and other information produced in connection with Planner's performance of the work under this Agreement. Said files, instruments, reports, and other information developed may be copied, duplicated, reproduced, used and disclosed by City for any purposes City deems appropriate in connection with the work under this Agreement. City agrees that such documents are not intended or represented to be suitable for reuse by City or others for purposes outside the Scope of Services of this Agreement. Any reuse by City, or by those who obtain said information from or through City, without written verification or adaptation by Planner, will be at City's sole risk and without liability or legal exposure to Planner, Planner's subconsultants or independent associates. City agrees to indemnify Planner, Planner's subconsultants and independent associates for all damages, liability or cost arising from such reuse. Planner may reuse all reports, data and other information developed in performing the services described by this Agreement in Planner's other activities.

VI. INDEMNIFICATION - Planner agrees to indemnify and hold City harmless from any actual damages, liability or costs, including reasonable attorney's fees and expenses, to the extent caused directly by the negligent act or omission or willful misconduct of Planner, Planner's subconsultants or those for whom Planner is legally liable, in the performance of the professional services which are the subject of this Agreement.

In the event that City is found to be concurrently negligent, Planner shall not indemnify for the proportionate negligence of City, but shall only indemnify for the portion of negligence solely attributable to Planner, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

VII. INSURANCE - Planner shall maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.

VIII. SUBCONTRACTS - Planner shall be entitled to subcontract any portion of the work described in the Scope of Services.

IX. ASSIGNMENT - This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Neither this Agreement, nor any claims, rights, obligations or duties associated hereto, shall be assigned or assignable by either City or Planner without the prior written consent of the other party.

X. INTEGRATION - These terms and conditions and the letter agreement (Scope of Services) to which they are attached represent the entire understanding of City and Planner. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be

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HALFF ASSOCIATES, INC.

General Terms and Conditions (continued)

modified or altered except in writing signed by both parties.

XI. JURISDICTION AND VENUE - This Agreement shall be administered and interpreted under the laws of the State Texas. Exclusive venue shall lie in Tarrant County, Texas.

XII. SUSPENSION OF SERVICES - If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, the Planner shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs and there also shall be an equitable adjustment in the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, the Planner may, at its option, terminate this Agreement upon giving notice in writing to the City. Planner may request that the work be suspended by notifying City, in writing, of circumstances that are interfering with normal progress of the work. If the City fails to make payments when due or otherwise is in breach of this Agreement, the Planner may suspend performance of services upon five (5) calendar days notice to the City. The Planner shall have no liability whatsoever to the City for any costs or damages as a result of such suspension caused by any breach of this Agreement by the City.

XIII. TERMINATION OF WORK - Either the City or the Planner may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days' prior written notice. City agrees that termination of Planner for City's convenience shall only be utilized in good faith, and shall not be utilized if the purpose or result is the performance of all or part of Planner's services under this Agreement by City or by another service provider. The City shall within ten (10) calendar days of termination pay the Planner for all services rendered and all costs incurred up to the date of Planner's receipt of notice of termination, in accordance with the compensation provisions of this contract.

XIV. TAXES - The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes. Should regulations, laws, rules or other requirements be promulgated following execution of this Agreement City agrees to fully reimburse Planner and its sub-consultants for those taxes

paid or assessed that were not enforceable as of the date of this Agreement.

XV. ALTERNATIVE DISPUTE RESOLUTION - Any conflicts or disputes that arise under or through this Agreement or following the completion thereof shall be discussed at a meeting of one senior management person from City and one from Planner. This meeting shall be a condition precedent to the institution of any legal or equitable proceedings, unless such meeting will infringe upon schedules defined by applicable statutes of limitation or repose. Should such a situation arise the parties agree that such meeting shall still be required but the institution of proceedings shall not be precluded for failure to meet this specific meeting requirement.

XVI. SEVERABILITY - Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVII. TIMELINESS OF PERFORMANCE - City recognizes that Planner must perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVIII. AGREED REMEDIES - In recognition of the relative risks and benefits of the Project to both the City and the Planner, and acknowledging that the allocation of risks and limitations of remedies are business understandings between the parties and such shall apply to all possible theories of recovery, City agrees, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Planner and the Planner's officers, directors, employees, agents, and sub-consultants to the City or to anyone claiming by, through or under the City, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes of the Planner or the Planner's officers, directors, employees, agents, and sub-Planners, shall not exceed the Planner's fee for the services performed under this Agreement or \$50,000, whichever is

greater. Increased limits may be negotiated for additional fee.

Further, it is the intent of the parties to this Agreement that Planner's services under this Agreement shall not subject Planner's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

XIX. WAIVER - Any failure by Planner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Planner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

APPROVED:

Planner: HALFF ASSOCIATES, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED:

City of Colleyville:

Signature: _____

Name: _____

Title: _____

Date: _____

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Exhibit A

City of Colleyville Preparation of a Comprehensive Plan

Scope of Services to be provided

The scope of work for this planning effort includes the preparation of a Comprehensive Plan for the City of Colleyville. This effort includes public participation; a review of the existing comprehensive plan; an update of existing conditions and projections; a review of current regulations and the development process; preparation of a common vision and goals; preparation of key plan elements including park facilities, environment and natural resources, housing, future land uses, downtown revitalization, transportation, corridor recommendations for Colleyville Boulevard, coordination with ongoing utility infrastructure planning, retail opportunities and economic development; development of future land use recommendations; and identification of specific implementation strategies, including recommendations for changes to development regulations.

PROJECT ASSUMPTIONS

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The City of Colleyville will be referred to as **City** or **City Staff** in this document, and Halff Associates (and any associated sub-consultants) will be referred to as the Planning Team.
2. The project planning area will encompass the existing Colleyville city limits. Influences from neighboring communities or unincorporated areas will be considered during the planning process.
3. The City will appoint an Advisory Committee to help guide the Planning Team throughout the comprehensive planning process. Composition of the Advisory Committee will be determined by the City Council and City staff. This advisory committee will be referred to as the Comprehensive Plan Advisory Committee (CPAC), unless otherwise designated by the City of Colleyville.
4. The Director of Colleyville's Community Development Department will serve as the main City contact person to work with The Planning Team and to act as an intermediary with the Planning Team, the Advisory Committee, and other city, county and state government staff persons as required. The Planning Team will take direction from the City-appointed contact person.
5. The City of Colleyville will coordinate contact, meetings and the transfer of necessary information from other organizations and entities such as TxDOT, Tarrant County, the North Central Texas Council of Governments (NCTCOG) and other entities as necessary.
6. The City of Colleyville will coordinate arrangements for locations, setup, refreshments, notifications and advertising for all stakeholder, focus group, public meetings/open house events and public hearings. The Planning Team will assist with flyers, e-mail blasts, camera-ready advertisements, and other electronic media used in advertising.
7. Where feasible, meetings shown in this scope of work will be scheduled concurrently (on same or adjacent days) to help increase project efficiency.

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8. The City will provide the Planning Team with the most recently updated digital base map and aerial imagery of the planning area with city limit lines, school district lines, roadway centerlines, property lines, buildings, Tarrant Appraisal District (TAD) data, water and sewer facilities, public facilities (including police, fire, hospital, library and other major public facilities), park and open space facilities, and rivers, lakes, and other major drainage ways for use during the master plan preparation process. These files will be in the form of CADD or GIS file types. The City will also provide information from previous and ongoing studies and projects (as available) that may have an effect on the outcome of the long-range City Comprehensive Plan. This information will be provided in digital format when possible and available.
9. Tasks prepared as part of this planning effort may occur concurrently where appropriate, or in some cases may occur differently from the sequence shown in this Scope of Services document.
10. This scope identifies a specific number of meetings for public involvement and board and City Council review. The meeting total excludes periodic review meetings with City staff, which will be provided at key intervals during the planning process. Some review meetings with staff may be via conference call or on-line meetings. Any significant additions to the number of meetings shown will be considered a change in scope and may increase the project cost.
11. Because of the highly graphic nature of the final planning document, the Comprehensive Plan document will be produced in Adobe In-Design and saved in a PDF format. Twenty five (25) final copies of the plan will be printed for use by the City of Colleyville. A budget has been identified for printing, but may vary depending on the number of pages and format of the final document. Original document digital files will be provided to the City of Colleyville in In-Design and/or PDF formats for the production of additional printed copies or for placement on the City's website.
12. This effort is anticipated to take approximately 12 months, but the overall timeframe may vary based on the public input and approval process.

SCOPE OF SERVICES

The Scope of Services for the preparation of the Comprehensive Plan Update is shown below.

PROJECT MANAGEMENT (Continuous throughout the Planning Process) ***(phase cost for elements below - \$3,300)***

Project Management

- a. Prepare monthly brief summary of efforts to date and necessary invoices and billing.
- b. Establish and maintain monthly calendar and schedule, and adjust as necessary during the duration of the planning effort.
- c. Oversee and maintain schedules, level of effort status and deliverables of sub-consultant firms participating in the development of the Comprehensive Plan.

PHASE I PRE-PLANNING ***(phase cost for elements below - \$12,580)***

Task 1.1 Assemble and Review Background Studies and Data and Prepare GIS Database for Planning Effort

- a. Assemble and review background data (in digital format where feasible) provided by the City. Information will include, but is not limited to:

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- Most recent digital aerial photography.
 - Most recent demographic information and population projections (currently in use by the City).
 - Current planning efforts, any previous long range plans.
 - Current Land Use Plan.
 - Current Zoning Map.
 - Current Master Thoroughfare Plan.
 - City regulations and ordinances.
 - Subdivision regulations.
 - Capital Improvements Plan.
 - Current and prior citywide budgets for last three years.
 - Plans and studies related to improvements for SH 26 (Colleyville Boulevard), including recent TxDOT schematics and construction plans.
 - Detailed files on current and historical property values as available, or as provided by the Tarrant County Appraisal District.
 - Ongoing studies, such as median improvements design.
 - Any other relevant planning or policy documents.
- b. Compile digital information identified during data gathering exercises into GIS and graphic maps for use during the planning process.

Product by Planning Team – Review studies and planning documents provided, organize GIS files, prepare working base maps for process.

Task Components by City of Colleyville Staff – Provide digital copies of previous comprehensive plan and all other plans and relevant studies. Provide GIS files in digital format.

Task 1.2 Project Initiation (Kick-off) Meeting

- a. Key Planning Team staff will participate in a work session with City staff to accomplish several pre-planning objectives, including:
- Review the project scope and key tasks.
 - Review projected timeframe and schedule, and determine key milestones.
 - Identify other data that may be necessary for the effort and which has not yet been provided.
 - Discuss public participation strategies and implementation.
 - Review key issues that will shape the planning process, as well planning effort objectives and expectations.
 - Establish a branding identity for the planning effort that will be used throughout the process to focus attention on the effort.
 - Conduct a driving tour of the City with City staff to review key critical areas (after work session meeting).
 - Identify key department staff for follow-up Technical Advisory Group meetings at key intervals during the Comprehensive plan development process.

Product by Planning Team – Attend initial kickoff meeting; develop a draft work schedule and key milestones during the planning process.

Task Components by City of Colleyville Staff – Attend initiation meeting; review work program tasks and schedule.

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Conduct Kick-Off Workshop with Comprehensive Plan Advisory Committee (CPAC)

- a. Present planning effort approach and a tentative schedule of meetings with the CPAC.
- b. Identify and discuss key issues and priorities that will shape the Comprehensive Planning process.
- c. In conjunction with staff and the CPAC, discuss and create a draft set of vision statements and goals for the planning process to guide plan development and to be modified as appropriate as the planning initiative progresses.
- d. Identify key stakeholders/groups and entities that should be considered for inclusion during the planning process.

Product by Planning Team – Agenda, presentation materials and mapping for kick-off workshop; facilitate discussion during the kick-off workshop; prepare summary meeting minutes.

Task Components by City of Colleyville Staff – Reserve location for workshop; notify attendees; attend meeting; provide other meeting logistics.

Task 1.3 Create project website and engagement forum

- a. Using Wordpress or a similar simple web-building tool, create a one stop website for information regarding the planning process. Within the parameters of Wordpress, the website will be designed to approximate look of the City of Colleyville's website. The site will include the following components:
 - General information regarding the plan
 - Calendar of planning process events
 - Archive to access presentations and announcements
 - Link to project opinion surveys (by City staff from City's home and planning pages)
 - Feature for resident comments

Product by Planning Team – Draft language and content for website in Wordpress, addition of content throughout the planning process, monitoring of citizen comments.

Task Components by City of Colleyville Staff – Review of draft website content, photography for website, special content as needed (i.e. could include a message from the Mayor).

PHASE II COMMUNITY PROFILE (EXISTING CONDITIONS REVIEW)

(phase cost for elements below - \$28,750)

Task 2.1 Population and Demographic Review

- a. Review most recent current population estimates, demographic data, and socio-economic data from currently available sources, including City projections, appraisal district data, local MPO area projections, Census, and ESRI data. Review available population projections from state and local population projections. Utilize this information to prepare a current demographic "snapshot" of the City.

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- b. Incorporate community profile and marketing information on Colleyville and surrounding areas from available sources including ESRI (as previously assembled by Catalyst Commercial and updated if necessary).

Product by Planning Team – Summarize analysis in report format, including text, tables, charts, images, and maps. Review information on Colleyville and surrounding areas from various entities; incorporate Community Profile information into Comprehensive Plan database.

Task Components by City of Colleyville Staff – Provide most recent population and demographic data.

Task 2.2 Conduct Baseline Analysis (Existing Conditions) and any necessary field reconnaissance (to serve as a basis for more detailed analysis to follow).

- a. Conduct an internal workshop meeting with City staff to discuss the following items, and conduct field review as necessary.
- b. Ordinances, Subdivision, and Annexation Review
 - Review the City's ordinances and standards, its history of revisions and any related performance requirements.
- c. Existing Land Use
 - Review the City's existing land use map, and update as necessary based on recent development.
 - Analyze and quantify remaining vacant lands and determine potential build-out if current zoning is applied.
 - Prepare projected population range at build-out using existing zoning and absorption of remaining vacant properties. Using current growth trends, project general population in five year increments.
- d. Neighborhoods and Housing Characteristics
 - Conduct a neighborhood-by-neighborhood windshield survey of the existing residential neighborhoods in Colleyville to collect data on unique neighborhood and housing characteristics, opportunities and constraints.
 - Evaluate previously established "neighborhood" boundaries, and consider if adjustments or special character zones (such as Colleyville Boulevard) should be added. Map any recommended boundary adjustments.
 - Summarize housing characteristics and trends (changes in value, average size, subarea demographics)
- e. Transportation
 - Review current Thoroughfare Plan, current cross sections and other area plans (such as the ongoing median design study).
 - Evaluate current roadway classifications and suggest preliminary changes if appropriate.
 - Review and map current non-motorized connectivity in the City (existing sidewalks, bicycle facilities and trails). Review current sidewalk policy and requirements.
- f. State Highway 26 (Colleyville Blvd)
 - Review current TxDOT plans for improvements and evaluate in terms of longer range strategy to create a more context sensitive solution for Colleyville.
 - Recommend short term actions if necessary prior to completion of more detailed recommendations for SH 26.
 - Identify potential boundaries for a Colleyville Boulevard planning "district" for consideration during subsequent phases.

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- g. Parks and Recreation
 - Review current parks master plan and note any significant inventory changes or additions since the plan was adopted.
 - Prepare map of city-owned parks, as well as other nearby parks and recreation facilities that may influence City decisions.
 - Review current level-of-service calculations and confirm system deficiencies or surpluses.
- h. Water, Wastewater, and Stormwater Drainage Systems
 - Review current water and wastewater system long-range plans and current CIP proposed improvements.
 - Review current drainage efforts and previously identified deficiencies.
- i. Public Safety (police, fire, emergency medical services)
 - Identify and map existing public safety facilities and services.
 - Incorporate current level-of-service standards used by the City and identify system deficiencies or surpluses.
- j. Civic Facilities (i.e. city hall, other city offices, maintenance facilities, etc.)
 - Identify existing civic facilities and graphically depict on a map.
 - Review condition and document potential preliminary facility and space needs (as identified by City staff).
- k. Economic Development
 - Review information on any current or previous economic development programs, goals, actions, etc.
 - Review general economic performance indicators and trends in recent years (growth, retail sales, tax collections, employment, etc.). If appropriate, compare with other area communities. Provide charts and graphs that illustrate trends.

Product by Planning Team – Graphically depict each baseline analysis item in maps or graphs. Summarize baseline conditions and analysis and present summary and findings to City for review.

Task Components by City of Colleyville Staff – Review and comment on findings of baseline analysis; review baseline analysis maps.

Task 2.3 Issues and Opportunities Summary

- a. Prepare a summary of key findings of the Community profile and discussions with City staff. Include a summary of key issues facing the community, as well as opportunities and constraints that exist in Colleyville today.
- b. Format to be used as a basis for discussions with project stakeholders and Colleyville residents at large.

Product by Planning Team – White paper summary, submitted in draft form for review and comment by Colleyville staff.

Task Components by City of Colleyville Staff – Review white paper and comment as necessary.

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PHASE III PUBLIC PARTICIPATION (phase cost for elements below - \$36,840)

Public participation is an essential component of the planning process. Not only does it make the process more transparent, but it engages the community to create a plan that reflects their goals and vision and generates support in the end product.

Task 3.1 CPAC Working Sessions

- a. The purpose of the Comprehensive Plan Advisory Committee Working Sessions is to review key components of the plan in detail, to explore possible scenarios, to debrief public participation efforts and to receive direction from citizens and stakeholders.
- b. Assist City of Colleyville in determining the composition of the Advisory Committee.
- c. Prepare materials and conduct meetings with the CPAC. CPAC Working Sessions will include an agenda, maps and or handouts for review, and drafts of key tasks for review and comment.
 - A total of four (4) meetings with the CPAC are included in this scope of work, and are intended to occur at key points in the process. (kickoff, after public input, preliminary recommendations, final recommendations). The initial meeting will take place as part of the Comprehensive Plan kickoff meetings.
- d. Two of the four CPAC Work Sessions will be scheduled to review the draft Comprehensive Plan document.

Product by Planning Team – Agenda of work sessions; required materials; summary of comments received.

Task Components by City of Colleyville Staff – Schedule meetings; distribute materials to CPAC; notify attendees; provide meeting refreshments as appropriate; attend meetings.

Task 3.2 Interviews/Round Table Meetings with Key Stakeholders and Elected Officials/Boards

- a. Work with the CPAC and City staff to identify key stakeholders to interview.
- b. Prepare a list of issues/topics/questions for interviews and stakeholder meetings.
- c. Conduct interviews with key stakeholder groups or individuals. A total of up to ten stakeholder interviews are included (Meetings 5 to 14). Stakeholder meetings will be scheduled over a consecutive two to three day period to ensure continuity in the discussion. Some stakeholder meetings may be related to key plan elements listed in Phase IV. Prepare written summary of each interview and stakeholder meeting.
- d. Conduct a joint workshop with the Planning and Zoning Commission, Parks and Recreation Advisory Board, and City Council members. Discuss goals of the plan, process, public involvement, and specific issues and concerns of each board.
- e. Neighborhood focus groups – meet with one focus group assembled by City staff for each of the six current neighborhood groups to identify and discuss key issues related to each area. These meetings will be scheduled concurrently over a two week period.

Product by Planning Team – List of interview questions and issues to be discussed; maps and illustrations for each meeting; summary of interviews and meetings.

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Task Components by City of Colleyville Staff – List of key stakeholders or entities for interviews and meetings; schedule interviews and meetings and set up location; notify attendees; Staff to attend interviews.

Task 3.3 Citywide Opinion Surveys and Student Workshops

- a. Assist in preparing questions for a citywide citizen opinion survey to be conducted by a separate supplier and different contract.
 - Assist in developing key questions.
 - One or more prizes donated by local business or civic organizations will be collected by City staff to serve as incentives for completing the survey.
 - Review the summary of results and incorporate into public input summaries.
- b. Intercept survey
 - Prepare a brief intercept survey with appropriate maps and displays, and solicit input from Colleyville residents through brief questionnaires over a one-day period at three key events as identified by City staff. The City will provide tents, tables, and arrangements with the event organizer.
- c. Photography and Comment submissions
 - Through the project website, invite Colleyville residents to submit photographs and comments that express what they like about Colleyville, what they would like to see changed, and what they have seen elsewhere that they would like to consider in Colleyville.
- d. Colleyville student and youth survey
 - Youth opinions are valued as part of the planning process. Prepare a brief two page on-line survey for 7 and 10th grade students. Request District management and school principal approval, and request that students take survey as an assignment. (City of Colleyville staff will coordinate and get approval from CGISD Superintendent to conduct the survey as shown above).
 - Conduct two workshops with a focus group of area students (one with junior high students and one with high school students). These meetings are intended as focus group meetings, and each should be limited to 20 to 30 students and may be conducted as a component of a Civics or Government class. These workshops will be scheduled and coordinated by City of Colleyville staff.
 - The Planning Team will tabulate and summarize student responses and incorporate into the Public Involvement summary.

Product by Planning Team – Assist in developing list of survey questions; review survey results; prepare student survey. Present survey and public involvement summaries results in a report.

Task Components by City of Colleyville Staff – Assist in promoting on-line survey, coordinate CGISD district participation and any necessary approvals, coordinate class workshops.

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Task 3.4 Public Input Meetings/Workshops

- a. A public input meeting is typically 3 hours long (including a pre-meeting open house) and is designed to gather ideas and input from the public. Participants will break out into small groups organized around plan elements (housing and neighborhoods, transportation and mobility, economic growth, and quality of life) to discuss issues and work to develop a desired future.
- b. Two citywide public input meetings will be held over the duration of the planning process to gather public input. These will include:
 - a) Initial Citywide Open House/Public Meeting- goals/vision/identify issues and possible solutions meeting, and
 - b) Recommendations Citywide Open House/Public Meeting - draft recommendations and strategies review meeting.
- c. Meetings will be held at a central citywide location with adequate capacity. Meeting dates will be scheduled at an appropriate time during the project schedule. The City of Colleyville will be responsible for reserving the meeting location, promoting the meeting, and providing any door prizes (such as gift certificates to local merchants and restaurants) and refreshments that are provided.
- d. The Planning Team will assist in promoting the meetings in the following ways:
 - Prepare e-mail blast to be distributed by City staff to known email addresses for residents of Colleyville.
 - Prepare flyers to be distributed to residents at key locations such as City Hall.
 - Participate in interviews with local media (radio, TV, and press) to help promote the meeting.
- e. Prepare a summary of each meeting.

Product by Planning Team – Prepare agenda and presentation and displays for meetings; facilitate meetings; facilitate small groups at public input meetings; prepare summary of all public input findings for inclusion in comprehensive plan document.

Task Components by City of Colleyville Staff – Publicize public input meetings; reserve meeting space; assist in meeting planning and facilitation; review meeting summaries provided by Planning Team and comment as appropriate.

Task 3.5 Public Input Summary and Key Findings

- a. Develop and maintain an ongoing summary of citizen input throughout the planning process, and incorporate new citizen input as it takes place. The summary will be in the form of tables, charts, and short verbal statements that highlight key findings and direction provided by the various public involvement components.
- b. Review periodically with City of Colleyville staff. Present to the CPAC during one of the meetings scheduled with the Committee.
- c. Incorporate the final public involvement summary into the Comprehensive Plan document.

Product by Planning Team – Summary of citizen involvement components.

Task Components by City of Colleyville Staff – Review and comment as appropriate.

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PHASE IV PLAN ELEMENT ANALYSIS & RECOMMENDATIONS

(phase cost for elements below - \$116,830)

Key focus or catalytic areas will be analyzed based on the preliminary assessments and issues and opportunities previously identified. These will be included as sections or chapters within the Comprehensive Plan document.

Task 4.1 Future Land Use and Transitional Residential Uses

- a. Identify potential land use policies and development type strategies for transitional areas in or near residential zones. Identify potential areas where transitional standards may be appropriate.
- b. Based on staff and citizen input, develop appropriate land use categories and criteria to address the recommended land use and residential types. Review with staff and adjust as necessary.
- c. Incorporating the recommendations of other plan element recommendations, prepare a draft land-use plan in GIS format that identifies growth and land-use patterns to meet projected population growth needs.
- d. Incorporate transportation strategies identified in the Transportation and Mobility section.

Task 4.2 Economic Growth Strategies

- a. Consolidate economic development strategies that will help advance the vision and goals of Colleyville, and integrate into the Comprehensive Plan.
- b. Analyze the fiscal impacts of the catalytic/focus area recommendations based on potential development and required public infrastructure.

Task 4.3 Colleyville Boulevard Recommendations

- a. Conduct a discussion meeting with property owners, business representatives, City staff, area residents and TxDOT to discuss goals and potential strategies for Colleyville Boulevard. Identify key needs of each entity.
- b. Develop draft recommendations for connectivity, alternative transportation modes, roadway character, and the relationship of adjacent development to the roadway (short and long term). These illustrations may be in section, plan view or illustrative perspective format.
- c. Create an economic “snapshot” of the Colleyville Boulevard. Examine the corridor’s current share of retail, residential, and office space in Colleyville.
- d. Incorporate into a specific Comprehensive Plan section that discusses Colleyville Boulevard findings and recommendations.

Task 4.4 Neighborhood Area Strategy

- a. From input and ideas generated previously in the focus groups held in each neighborhood planning area, prepare recommendations for each area that address resident concerns and desires. These will include street characteristics, mobility (both motorized and non-motorized), connectivity, preservation or enhancement of unique area features, gateways and identity, infill/teardown development, and recommendations to address other development related areas of concern.

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- b. Incorporate into a specific Comprehensive Plan section that addresses neighborhood related recommendations, strategies and actions.

Task 4.5 Special Undeveloped Area Strategies

- a. Develop prototype or example development/enhancement scenarios for three key areas in the City, representing:
 - 1. Key north gateway area along Colleyville Boulevard
 - 2. Undeveloped area with transitional residential uses
 - 3. Larger (5 acres or larger) undeveloped non-residential properties
- b. Conduct one (1) two to three day long charrette to explore goals and expectations for the areas to explore development scenarios. The charrette will focus on all three key areas. The charrette will include property owners, City staff, area business/merchant representatives, developers, real estate industry representatives and nearby residents (as appropriate) in providing initial input and review of ideas being explored.
- c. For the Northern Gateway area, develop a prototype plan that identifies potential uses, configuration, volume and densities of structures, buffer areas if required, special features dictated by drainage if needed, and vehicular and walking/bicycling access. The intent of the concept plan for the northern gateway area plan will be to use it as a marketing tool for the property. Include a summary economic snapshot that recommends best potential uses for the site.
- d. For area 3) the focus will be on compatibility with adjacent areas, suggesting potential uses and guiding future development of those areas.
- e. Test potential impact of strategic recommendations on these areas, such as alternative densities, setback, use configurations and form based strategies.
- f. Develop conceptual development guidance plan illustration for each area.
- g. Summarize recommendations and key findings and incorporate into the Comprehensive Plan as an appendix

Task 4.6 Colleyville Center Concept Plan

- a. Conduct a workshop with the Colleyville Center Advisory Committee and the Events Steering Committee as well as City staff to prepare list of issues and potential modifications and improvements to the Colleyville Center area.
- b. Develop a preliminary concept plan for the area, illustrating potential changes and additions.
- c. Review in a workshop with City staff and key Committees/stakeholders, and modify concept plan once to reflect comments received. Develop preliminary cost estimates and potential phasing for proposed improvements (at a concept level of detail).
- d. As part of other Comprehensive Plan presentations, present Colleyville Center recommendations, and summarize for inclusion as appendix of Comprehensive Plan document.

Task 4.7 Infrastructure Issues and Strategies

- a. Review existing water and sewer master plans, proposed capital improvement efforts, and other ongoing but separate infrastructure plan studies or designs.
- b. Based on the review and citizen/stakeholder/city comments received, recommend actions related to sewer and water systems.

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- c. Review storm water master plan and proposed capital improvement efforts, and recommend actions related to addressing stormwater needs.

Note: the infrastructure items prepared in this task will provide strategic direction and broad scale recommendations, but will not constitute specific stand-alone infrastructure master plans.

Task 4.8 Park and Recreation Master Plan Recommendations

- a. Incorporate citizen input related to parks, trails, and recreation issues during the planning process.
- b. Adjust current Park Master Plan recommendations and strategic actions as appropriate per comments received.
- c. Review tree planting and preservation requirements. Review landscape requirements for non-residential properties and summarize areas to be adjusted as appropriate.
- d. Using the current Parks Master Plan language and recommendations, develop summary chapter related to parks, trails, and recreation for inclusion in the Comprehensive Plan document.
- e. Review with City staff and the Parks Advisory Board, and modify as appropriate per comments received.

Task 4.9 Transportation Strategies

- a. Working with the City of Colleyville, obtain the latest traffic projection model (Year 2035) from the North Central Texas Council of Governments (NCTCOG) for the Colleyville area.
- b. Review the traffic demand model from NCTCOG and adjust model as necessary to account for changes in land use, zoning, development and/or roadways within Colleyville that are not reflected in NCTCOG model.
- c. Develop traffic volume projections for the year 2035 for the thoroughfare plan roadways based on the updated model.
- d. Review model data to identify roadways/critical intersections with deficiencies and develop possible strategies and recommended actions to resolve identified problems. Solutions may include recommendations for additional roadways, changes to roadway classifications, alternative roadway cross-sections, intersection capacity improvements, policies, restrictions, and/or enforcement. Where appropriate, include bicycle lanes.
- e. Prepare recommendations for review and comment by City staff.
- f. Based on input from City of Colleyville, prepare update to the Master Thoroughfare Plan (MTP) for inclusion in the Comprehensive Plan document. Updated MTP will include cross-sections for each roadway classification.
- g. In map format, incorporate recommendations on the location and type of way finding sign elements to be placed throughout the City,
- h. Include recommendations for street lighting types and placement.

Task 4.10 Review all Plan Element Recommendations with City staff

- a. Review all draft focus area recommendations with City staff from all related departments, and adjust per comments received.
- b. Address comments received and incorporate into overall plan.

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PHASE V PREPARATION OF DRAFT PLAN DOCUMENT

(phase cost for elements below - \$25,900)

Task 5.1 Prepare draft Comprehensive Plan components, including key plan element sections developed in Phase IV

- a. Prepare draft plan document, to include the following sections. These may be adjusted, combined or added to as the planning process moves forward. The plan is envisioned to include:
 1. Vision and Goals - prepare draft vision and goals statements that capture the direction for the city as provided by residents during the public input process.
 2. Citizen Input and Direction Provided by Colleyville Residents - summarize findings of the public involvement process, and direction provided by the residents of the City.
 3. Future Land Use recommendations
 4. SH 26 Corridor recommendations
 5. Recommendations for key undeveloped areas and the Colleyville Center
 6. Thoroughfare and mobility recommendations (including sidewalks and bicycle facilities)
 7. Infrastructure recommendations
 8. Parks, Trails, and Recreation recommendations
 9. Economic growth/sustainability recommendations
 10. Implementation Strategies. Include a review of the City's zoning regulations and recommend areas where adjustments should be made to conform with direction provided by the Comprehensive plan goals and vision.

Task 5.2 Preliminary Draft Plan Review

- a. Submit digital draft files for review by Staff, and modify per comments received.
- b. Submit draft copies to staff to distribute to CPAC members. Review draft with the CPAC at the 3rd of 4 meetings (discussed in Task 3.2) scheduled with the CPAC. Address comments received from CPAC.

Product by Planning Team – Preliminary draft of plan update; work with CPAC to review draft and make necessary modifications.

Task Components by City of Colleyville Staff – Schedule work session and reserve location; distribute materials; notify attendees; attend if desired.

Task 5.3 Final Draft Plan Review

- a. Incorporate comments from CPAC working session and draft a final comprehensive plan document. For graphic quality, the document will be prepared in In-Design. Place on Project website for Colleyville residents' review and comment.
- b. Final Public Review Meeting (discussed in Task 3.6) - Present to public for review and comment at a citywide meeting. Compile resident feedback from meeting and as submitted directly or via website, review comments and recommend adjustments to the plan per comments received.
- c. A final CPAC working session will be scheduled to review feedback from public presentation meeting, consider changes to the final draft, and to formally endorse the plan.

Product by Planning Team – Final draft of plan update; prepare presentation and attend public presentation meeting; summarize public feedback; attend final CPAC work session.

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Task Components by City of Colleyville Staff – Reserve location of final public presentation meeting; schedule work session and reserve location; distribute materials; notify attendees; attend if desired.

PHASE VI FINAL PLAN ADOPTION AND PRODUCTION **(phase cost for elements below - \$10,900)**

Task 6.1 Planning and Zoning Commission Recommendation

- a. Along with City staff, present the final draft plan to the Planning and Zoning Commission in a workshop meeting for review and comment.
- b. Present the final plan to the Planning and Zoning Commission for recommendation to City Council for approval.

Product by Planning Team – Prepare final draft of plan update; attend Planning and Zoning Commission meeting to answer questions.

Task Components by City of Colleyville Staff – Assist in presenting final draft of plan update to Planning and Zoning Commission.

Task 6.2 City Council Final Review and Adoption

- a. Present the draft plan to the City Council in a workshop session. Review all areas of the plan, and address concerns expressed by the City Council. Advertise as formal public hearing if required.
- b. Present the final draft plan to the City Council for adoption. Advertise as formal public hearing if required.

Product by Planning Team – Presentation of Plan at Workshop with City Council, attend final adoption meeting.

Task Components by City of Colleyville Staff – Schedule presentation to City Council.

Task 6.3 Report Production

- a. Following the presentation to City Council and adoption, The Planning Team will provide twenty-five (25) final printed copies of the Plan report in full color, and will provide a digital original (in both PDF and In-Design format on CD-ROM).
- b. GIS shape files developed as part of the process will be transmitted to the City of Colleyville.
- c. Jpegs and/or PDF files for graphics, illustrations and other unique components prepared during the planning process specifically for the City of Colleyville will be transmitted in digital format.

Product by Planning Team – Twenty-five (25) copies of final Plan; digital original of the Plan on CD-ROM, GIS shape files, electronic copies of illustrations, maps, etc.

Halff Associates, Inc.- Contract for Comprehensive Plan Update



Exhibit B

City of Colleyville Preparation of a Comprehensive Plan

Exhibit B – Basis of Compensation

Basic professional services as described in Exhibit 'A' – Scope of Services will be provided on a lump sum basis, excluding reimbursable expenses, with an authorized fee of \$ 249,850. The overall authorized fee will not be exceeded without City authorization. Invoices will be submitted monthly based on the overall percentage of work completed. The overall fee will generally be allocated as follows:

I.	Professional Services Fees		\$ 235,100
	Project Management (ongoing throughout process)	\$ 3,300	
I.	Pre-Planning	\$ 12,580	
II.	Technical Analysis (Existing Conditions)	\$ 28,750	
III.	Public Participation	\$ 36,840	
IV.	Plan Element Analysis and Recommendations	\$116,830	
V.	Draft Plan Document and Draft Review	\$ 25,900	
VI.	Final Plan Adoption Process and Final Deliveries	\$ 10,900	
II.	Base Reimbursable Expenses (<u>estimated</u> , will be invoiced as incurred)		\$ 11,750
	Printing of final report (estimated)		\$ 3,000

Base Reimbursable Expenses – Reimbursable expenses incurred as part of the Comprehensive Plan effort will submitted for reimbursement on a monthly basis. Reimbursable expenses include costs associated with acquiring maps and information, travel related expenses, photographic printing, printing of required background reports and other documents, printing of final reports, delivery services, large format maps and prints, computer plots, and computer charges normally associated with production of these services.

End of Exhibit B – Basis of Compensation

ORDINANCE O-12-1852

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING SECTION 1 OF ORDINANCE O-11-1805 OF THE GENERAL FUND BUDGET FOR THE TRANSFER OF \$200,000 FOR AN UPDATE TO THE CITY OF COLLEYVILLE MASTER PLAN, \$300,000 FOR FACILITY MAINTENANCE AND REPAIR AND \$600,000 FOR FUTURE STREET REHABILITATION PROJECTS FROM THE GENERAL FUND TO THE CAPITAL PROJECTS FUND ON SEPTEMBER 30, 2012 AND AUTHORIZING THE CITY MANAGER TO TRANSFER UNSPENT FY 2012 GENERAL FUND BUDGET APPROPRIATIONS FOR STREET REHABILITATION FROM THE GENERAL FUND TO THE CAPITAL PROJECTS FUND ON SEPTEMBER 30, 2012

WHEREAS, the FY 2012 General Fund projected year end revenues are anticipated to exceed budgeted revenues and the City Council desires to provide funding for an update to the City of Colleyville Master Plan (\$200,000), funding for facility maintenance and repairs (\$300,000) and additional funding for future street rehabilitation projects (\$600,000), it is necessary to amend the FY 2012 budget in the amount of \$200,000 for the Planning and Zoning line item (001-19-10-6805) and to amend the FY 2012 budget in the amount of \$300,000 for the Facilities Maintenance line item (001-57-10-6805) and to amend the FY 2012 budget in the amount of \$600,000 for the Street Department's line item (001-33-10-6805), making the amended total of the FY 2012 General Fund budget \$19,558,997; and

WHEREAS, the City Council desires to preserve unspent Fiscal Year 2012 General Fund budget appropriations for future street rehabilitation projects; and

WHEREAS, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including but not limited to the Open Meetings Act; and

WHEREAS, the City Council determines that the passage of this ordinance is in the best interests of the health, safety and welfare of the public.

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

- Sec. 1. THAT appropriation amounts for the Fiscal Year 2012 budget as amended by Ordinance O-11-1805 for the different funds of the City of Colleyville are amended to read as follows and that due to FY 2012 staff reorganizations, in the event that expenditures in a department exceed the adopted budget for that department, the city manager is authorized to transfer all or part of the unencumbered appropriation balance from one department to another per the Charter of the City of Colleyville, Section 9.04 (D):
- | | |
|-----------------------------------|--------------|
| General Fund | \$19,558,997 |
| Utility Fund (Water & Wastewater) | \$11,563,388 |
| Debt Service Fund | \$ 2,119,590 |
| Drainage Utility Fund | \$ 831,380 |
- Sec. 2. THAT the city manager is authorized to transfer up to \$200,000 of the difference in FY 2012 General Fund revenues over expenditures for an update to the City of Colleyville Master Plan from the General Fund to the Capital Projects Fund on September 30, 2012.
- Sec. 3. THAT the city manager is authorized to transfer up to \$300,000 of the difference in FY 2012 General Fund revenues over expenditures from the General Fund to the Capital Projects Fund in order to fund facility maintenance and repairs on September 30, 2012.
- Sec. 4. THAT the city manager is authorized to transfer up to \$600,000 of the difference in FY 2012 General Fund revenues over expenditures from the General Fund to the Capital Projects Fund for future street rehabilitation projects on September 30, 2012.
- Sec. 5. THAT the city manager is authorized to transfer unspent Fiscal Year 2012 General Fund budget appropriations for street rehabilitation (001-33-10-6319) from the General Fund to the Capital Projects Fund for future street rehabilitation projects on September 30, 2012.

Sec. 6. THAT the effective date of this ordinance shall be September 30, 2012.

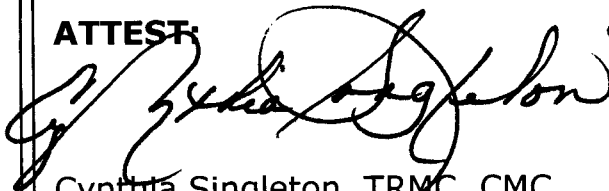
AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 4TH day of September 2012.

The second reading and public hearing being conducted on the 18TH day of September 2012.

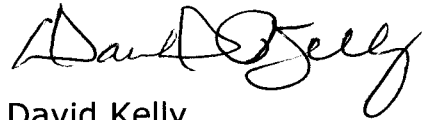
PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the 18th day of September 2012.

ATTEST:



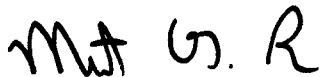
Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:



Matthew C.G. Boyle
City Attorney



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4d

Agenda Date 10/15/2013

Number Resolution R-13-3681

Type Resolution

Department Finance

Title

Approval of an Interlocal Agreement and funding for the Metroport Teen Court Program

Explanation

Reading and Public Hearing

Since 1994, the City of Colleyville has participated in the Metroport Teen Court program with the cities of Grapevine and Southlake. Fiscal Year 2011 was the first year that the City of Keller participated in the program. Attached is the proposed Interlocal Agreement for the Metroport Teen Court for Fiscal Year 2014, for an annual cost of \$36,750. The cost of the program is split equally between the four participating cities. Per the attached memo, in Fiscal Year 2013, the Metroport Teen Court program was used by 109 participants for violations occurring in Colleyville, which reflects 11.9 percent of the 914 Metroport Teen Court participants.

Financial Impact

Funding was approved in the Fiscal Year 2014 Colleyville Crime Control and Prevention District budget, approved by City Council on July 2, 2013.

Recommendation

Approve

Attachments

1. Interlocal Agreement Among City of Colleyville, City of Grapevine, City of Keller and City of Southlake
2. Memorandum dated September 30, 2013 - Interlocal Agreement for funding of Teen Court program

INTERLOCAL AGREEMENT

AMONG

CITY OF COLLEYVILLE, CITY OF GRAPEVINE, CITY OF KELLER, AND CITY OF SOUTHLAKE

This Interlocal Agreement (“Agreement”), entered into effective on the 1st day of October, 2013, by and among the City of Colleyville, the City of Grapevine, City of Keller, and the City of Southlake, all municipal corporations of the State of Texas (herein called “Cities” or “each participating City”), the parties acting herein under the authority and pursuant to the terms of Chapter 791, INTERLOCAL COOPERATION CONTRACTS, Texas Government Code, **WITNESSETH THAT:**

WHEREAS, the City Councils of the Cities of Colleyville, Grapevine, Keller, and Southlake jointly find that it will be in the public’s best interest to enter into this Agreement for the purposes set forth herein below.

NOW, THEREFORE, it is mutually agreed between each participating City that:

1. Teen Court is a volunteer program which allows juvenile misdemeanor offenders an alternative to the criminal justice system while allowing them also to assume responsibility for their own actions through their involvement in the judicial process and community services in order that their offenses will not be recorded. Bringing juvenile offenders to a jury of their peers and to the community for constructive punishment will provide the juveniles with an understanding of the judicial system and a realization of their roles and responsibilities in the community.

2. The community will benefit from this interaction in that, through Teen Court, the community is afforded a unique opportunity to become involved in the education of juvenile offenders and will benefit from the community services provided to the community by the juvenile offenders.

3. A Teen Court Advisory Board shall be appointed by the respective governing bodies comprised of two (2) members at large from each participating City and one (1) city council member from each participating City as each so chooses all of whom are voting members. The role and duties of the Teen Court Advisory Board shall be established by the

Municipal Court Judges in the participating Cities.

4. The name of the program established by this Agreement shall be the "METROPORT Teen Court Program." The City of Southlake shall employ an administrator to administer and coordinate the activities of the METROPORT Teen Court Program. The title of the administrator shall be "Teen Court Coordinator."

5. This Agreement shall be executed in separate counterparts for each participating city, which counterparts shall be valid and binding as if the original. Each participating city, as its contribution for participating in the METROPORT Teen Court Program, shall pay to the City of Southlake \$36,750.00 ("Service Fee") upon such participating City's execution of this Agreement. It is expressly agreed that such payment fairly compensates the City of Southlake for the performance of services contemplated under this Agreement. Each participating City shall make this payment from current revenues available to that City.

6. The Teen Court Coordinator shall be an exempt employee for purposes of Fair Labor Standards Act (FLSA) coverage.

7. The scope of responsibilities of the Teen Court Coordinator shall be established by the City of Southlake.

8. The term of this Agreement shall be for a period of (12) twelve months beginning October 1, 2013, and ending September 30, 2014. If the parties have failed to adopt a new Agreement by the expiration date of this Agreement, this Agreement shall be deemed to continue on the same terms and conditions until such time as the new Agreement is adopted for the ensuing year, unless any party terminates its participation in this Agreement as provided below. In such event, this Agreement shall continue in effect until either the City of Southlake or all other participating Cities have terminated this Agreement. Upon renewal or continuation of this Agreement, each participating City shall pay the Service Fee to the City of Southlake for the ensuing year.

9. Any party hereto may terminate its participation in this Agreement without recourse or liability upon thirty (30) days written notice to the other party.

10. By execution of this Agreement, each party represents to the other that:
 - a. In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services which it is authorized to perform; and
 - b. The undersigned officer or agent of the party has been properly authorized by that party's governing body to execute this Agreement and that any necessary resolutions extending such authority have been duly passed and are now in effect.
11. This Agreement is made pursuant to Chapter 791 and Subchapter E, Chapter 418, Texas Government Code. It is agreed that in the execution of this Agreement, no party waives any immunity or defense that would otherwise be available to it, against claims arising from the exercise of governmental powers and functions.

ATTEST:

_____ City Secretary, City of Colleyville	_____ Date	_____ Mayor, City of Colleyville	_____ Date
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_____ City Secretary, City of Grapevine	_____ Date	_____ Mayor, City of Grapevine	_____ Date
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_____ City Secretary, City of Keller	_____ Date	_____ Mayor, City of Keller	_____ Date
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_____ City Secretary, City of Southlake	_____ Date	_____ Mayor, City of Southlake	_____ Date
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Approved as to form and legality:

City Attorney, City of Colleyville

City Attorney, City of Grapevine

City Attorney, City of Keller

City Attorney, City of Southlake

MEMORANDUM

September 30, 2013

TO: Karen Hines, Colleyville Finance Manager

FROM: Crystal Maddalena, Metroport Teen Court Coordinator

SUBJECT: **Interlocal Agreement for funding of the Teen Court Program**

The attached FY 2014 Interlocal Agreement, outlines the METROPORT Teen Court Program. This agreement also outlines the development of the METROPORT Teen Court Advisory Board and the duties of its members. The agreement also authorizes the City of Southlake to employ a full-time Teen Court Coordinator, provide office space for him/her and collect revenues from the other participating Cities in order to maintain the program.

Metroport Teen Court has a success rate of **92%**. North Texas Teen Courts average a success rate of **77%**, putting Metroport **15%** above average. Following are the requested data of Teen Court referrals for the City of Colleyville.

- **FY 2013:** 914 Total Referrals for Metroport Teen Court
- **FY 2013:** 109 case referrals with 119 violations from the City of Colleyville

Historical Data of Colleyville Referrals:

- **FY 2012:** 199 case referrals with 215 violations
- **FY 2011:** 175 case referrals with 187 violations
- **FY 2010:** 247 case referrals with 255 violations
- **FY 2009:** 214 case referrals with 237 violations

Metroport Teen Court would like to thank the City of Colleyville for its long-standing and continued support and look forward to a lasting relationship. Should you need any further information and/or data, please feel free to contact me at (817) 748-8346.

Regards,

Crystal Maddalena
Metroport Teen Court Coordinator



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4e

Agenda Date 10/15/2013

Number Resolution R-13-3681

Type Resolution

Department Building Services

Title

Approval of Service Agreements between the City of Colleyville and Trane Service Group, through the Texas Cooperative Purchasing Network (TCPN) to provide for year three of a five year agreement for the inspection, maintenance, and repair of the HVAC systems in the Colleyville City Hall, Colleyville Public Library, and Colleyville Justice Center in an amount not to exceed \$60,550.32

Explanation

Reading and Public Hearing

On September 20, 2011, City Council approved a five year contract with Trane Service Group to provide inspection, maintenance, and repair for the commercial HVAC systems at the Colleyville City Hall, Colleyville Public Library, and Colleyville Justice Center (attached Resolution R-11-3400). The scope of services outlined in the attached service agreements provide for an annual comprehensive inspection, three run inspections, filter change-out, and semi-annual condenser coil cleaning. Trane Service Group assumes responsibility for all costs related to the inspection and repair of the systems, including parts, materials, labor, emergency service calls under two hours, and a preferential rate on any work outside of the scope of this agreement.

The Trane Service Group contract is offered through Texas Cooperative Purchasing Network and this is year three of the approved five year contract. The pricing for Fiscal Year 2014 is \$20,415.32 for the City Hall and Library complex and \$40,135 for the Justice Center.

Financial Impact

Funding is available in the FY 2014 Building Services budget line item account 001-57-10-6285.

Recommendation

Approve

Attachments

1. Trane Service Agreement - City Hall and Library
2. Trane Service Agreement - Justice Center
3. Resolution R-11-3400



Trane Select Service Agreement

SERVICE PROPOSAL FOR:

City of Colleyville

100 Main Street
Colleyville, TX 76034
Kelly Howell

SITE ADDRESS:

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

LOCAL TRANE OFFICE:

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

LOCAL TRANE REPRESENTATIVE:

Shirley Hernandez Ross
Office: (817) 838-1310

PROPOSAL ID / AGREEMENT NUMBER:

1198442 / 144119R
TCPN Proposal # 02-10077-11-001

DATE:

July 12, 2011

TRANE SELECT SERVICE AGREEMENT

Executive Summary

Thank you for choosing Trane Building Services as your HVAC support partner. We are committed to working with you to help you ensure your building serves the needs of your organization. The details of that commitment are in the following pages.

A Trane Select Service Agreement will provide planned maintenance and repair for your HVAC systems as specified in the scope of the Agreement. The Agreement assures that factory recommended services are executed on scheduled intervals, while also allowing you to accurately budget repairs to maintain peak performance. With repairs included in your annual planned maintenance, the Agreement should help you minimize unplanned down time and unexpected expense.

Beyond the benefits of a typical service plan, a Trane Select Service Agreement can deliver enhanced value through an optional Performance Package. Trane is continuously collecting data from your HVAC system that can be streamed into a report to provide insight into the overall system performance of your building. Based on a professional analysis of the report's findings, we can demonstrate opportunities for improvement, and recommend actions to help you achieve performance objectives for energy usage, operational efficiency, environmental impact, air quality and more.

Additionally, as a Trane customer you can count on:



- ☑ **Priority Response** – as a Trane Service Agreement customer you will have service priority, above time and materials customers.
- ☑ **Advanced Diagnostics** – Trane proprietary applications and technologies equip technicians to analyze system performance and make actionable service recommendations.
- ☑ **Trane OEM Service Delivery** – ensures the right services are completely and consistently performed to keep your equipment running efficiently and reliably.
- ☑ **Dedicated Trane Service Team** – a local service team consisting of a Service Coordinator, one or more Service Technicians and an Account Manager, all of whom will be familiar with your service requirements, your HVAC equipment and your facility.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.

TRANE SELECT SERVICE AGREEMENT

Added Value

Proper maintenance can save an estimated 12-18%* of your budget compared to a run-to-fail approach. A Service Agreement is structured to help you capture those savings.



Research has shown that regular maintenance can:

Cut unexpected breakdowns by	70-75%*
Reduce downtime by	35-45%*
Lower equipment repairs and maintenance costs by	25-30%*
Reduce energy consumption by	5-20%*

* Source: FEMP O&M Guide – July 2004

In addition to financial value, when you partner with Trane you can expect:

Dependability and Consistency

Assigned Service Team - Your service team will consist of our professional Service Coordinator, Service Technicians, and Account Manager with extensive HVAC experience. Our technicians have a thorough understanding of controls, heating, refrigeration, and airside systems.

Priority Response - Colleyville City of City Hall will receive preferred service status. Priority Emergency Response is available on a 24-hour-per-day basis.

Automated Scheduling System - Trane utilizes a computerized scheduling program to ensure that all services included in the agreement are performed.

Superior Service Delivery

Trane's OEM Service Delivery Process ensures consistent quality through:

- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on Safety & Environments

Superior Service Delivery (continued)

Service Work Flow - Trane's industry exclusive service flow process includes detailed procedures that identify steps for: safety, parts, materials, tools, and sequence for execution. Trane's procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. Trane's exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, Trane's exclusive service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

Trane's proprietary program is unequalled in the industry.

Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - Trane Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

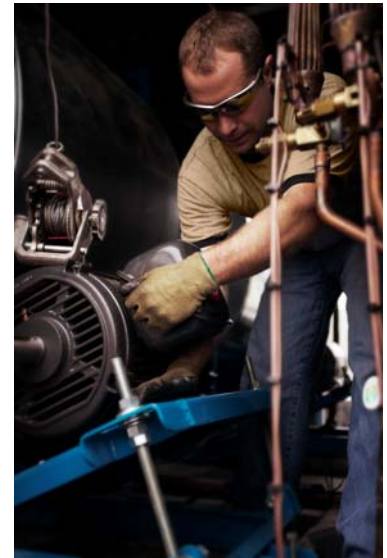
Training for Facility Staff - Concurrent with annual start-up, your Trane Technician will instruct your operator how to operate the equipment covered by the agreement.

Health and Safety

Safety Management Program - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hr certified safety managers who are available to perform safety consultations related to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses, and other key risk assessments and control strategies.

Personal Safety - Trane service technicians are, at a minimum, OSHA 10-hr certified, or equivalent with yearly retraining on all key occupational safety and health topics. Most of our technicians have participated in "Smith Safe" driver training and are Department of Transportation (DOT) Hazmat certified. They are provided with up to date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

Drug-Free Workplace - Trane service maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.





Environmental Management

Refrigerant Policy - Trane Building Services practices and procedures are compliant with all Federal and State laws and regulations concerning the proper handling, storage, and repair of leaks of ozone-depleting refrigerants and their substitutes according to Environmental Protection Agency regulation 40 CFR Part 82. Trane service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Program - Trane Building Services maintains and uses Trane Refrigerant Management Software (RMS) to capture, manage and report Refrigerant Activity. The Refrigerant Activity Report Form is used by the technician to record all refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by central office personnel. Annually, Trane prints a report from RMS of all Refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by Trane Building Services Technicians for each piece of equipment, and can be used to satisfy reporting requirements.

Oil Disposal - Trane Building Services removes used oil from your refrigeration units and disposes of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used oil where allowed and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste, Trane will remove used oil from refrigeration units for the customer to arrange disposal).



The Agreement



TRANE SELECT SERVICE AGREEMENT

SERVICE PROPOSAL FOR:

City of Colleyville

100 Main Street
Colleyville, TX 76034
Kelly Howell

SITE ADDRESS:

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

LOCAL TRANE OFFICE:

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

LOCAL TRANE REPRESENTATIVE:

Shirley Hernandez Ross
Office: (817) 838-1310

PROPOSAL ID / AGREEMENT NUMBER:

1198442 / 144119R

TCPN Proposal # 02-10077-11-001

DATE:

July 12, 2011





TRANE SELECT SERVICE AGREEMENT

Scope of Services – Standard Inclusions

Provided in your Select Service Agreement:

Trane Scheduled Maintenance

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

Refrigerant Management

This scope includes:

- Refrigerant Replacement at 100% of Charge per unit per year
- Trane Technicians will capture and track all refrigerant activity performed by Trane for each piece of Covered Equipment
- Refrigerant Usage Reports can be generated annually

Trane Laboratory Analysis

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.

Specified System Repair Coverage

Covers the cost of all required repairs to maintainable components on the systems specified during Trane normal business hours. Non-specified equipment repairs will be invoiced separately on a time and materials basis.

Overtime repair labor for emergency failures (outside of Trane regular business hours) will be invoiced separately on a time and material basis.

EMERGENCY SERVICE

This coverage includes all emergency calls between inspections as required for purpose of diagnosis of trouble, adjustment, and resetting controls for equipment that falls under this agreement, limited to two hours. Nuisance calls are not covered and premium portion of overtime and holiday rates will be billed to the customer.





Cooling Contingency Planning

Trane emergency preparedness personnel will provide Cooling Contingency Planning to anticipate and respond to unusual or unplanned cooling needs. Planning will address temporary chillers, portable auxiliary power units, and recommendations for facility modifications to prepare your system for temporary cooling.

Additional Scope of Services:



TRANE SELECT SERVICE AGREEMENT

Equipment Coverage and Services



Trane will perform the following scheduled services on the described equipment located at:

Colleyville City Hall & Library

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

Equipment	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners	Carrier Corporation	50ZR090HK6	4202F84961	
Rooftop Air Conditioners	Carrier Corporation	50ZR090JK6	4202F84963	

Description	Quantity Per Term
Carrier Package Rooftop Annual Cooling Inspection	5
Rooftop Quarterly Cooling Inspection	15
Condenser Coil Cleaning 2 times per year	10



TRANE SELECT SERVICE AGREEMENT

Pricing and Acceptance

Kelly Howell
City of Colleyville
100 Main Street
Colleyville, TX 76034

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

Trane Service Agreement

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

Service Fee

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

Contract Year	Annual Amount	Discounted Quarterly Payment	3% Advanced Payment Corp. Disc.	New Annual Payment
Year 1 2011-2012	\$19,090.00	\$4,772.50	\$572.70	\$18,517.30
Year 2 2012-2013	\$20,044.50	\$5,011.13	\$601.34	\$19,443.17
Year 3 2013-2014	\$21,046.73	\$5,261.68	\$631.40	\$20,415.32
Year 4 2014-2015	\$22,099.06	\$5,524.77	\$662.97	\$21,436.09
Year 5 2015-2016	\$23,201.01	\$5,801.00	\$696.12	\$22,507.89
Total Contract Amt.	\$105,484.30		\$3,164.53	\$102,319.77

Term

The initial term of this Service Agreement is **5 years**, beginning **October 01, 2011**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below. Following expiration of the initial term on **September 30, 2016**, this Agreement shall renew automatically for successive periods of 1 year until terminated as provided herein.

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

Submitted By: Shirley Hernandez Ross	
_____	Office: (817) 838-1310 Proposal Date: July 12, 2011
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc. dba Trane
Authorized Representative	_____
_____	Authorized Representative
Printed Name	_____
Title	_____
Purchase Order	_____
Acceptance Date	Signature Date

Regulated by the Texas Department of Licensing and Regulation
PO Box 12157, Austin, TX 78711 Ph. 800-803-9292; 512-463-6599
License TACLA019613C



TRANE SELECT SERVICE AGREEMENT

Terms and Conditions (Service)

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

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer's order is an acceptance of the Proposal, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with these terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with scope and terms and conditions of the original Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of goods and/or Services by Company will in any event constitute an acceptance by Customer of these terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

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

3. Term, Renewal, and Cancellation. The "Term" of this Agreement shall be as stated in the Proposal. Thereafter, unless earlier terminated, this Agreement shall be automatically renewed for succeeding 12 month terms (each a "Renewal Term"), subject to the Renewal Pricing Adjustment section herein, upon Company's delivery to Customer of a service renewal letter at least 45 days in advance of the scheduled expiration date and Customer's failure to notify Company in writing no later than 30 days prior to the scheduled expiration date that the Agreement shall not be renewed. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than 30 days prior to the scheduled expiration date; provided, however, that, in the event of a cancellation by Customer, Customer shall pay to Company the balance of the Service Fee applicable to the then current 12 month period of the Term or the Renewal Term.

4. Renewal Pricing Adjustment. The Service Fee for an impending Renewal Term shall be the current Service Fee (defined as the Service Fee for the initial Term or Renewal Term immediately preceding the impending Renewal Term) adjusted by the following: (a) increase and/or decrease for additions and/or deletions to Scope of Services; (b) 25% of the Current Service Fee shall be adjusted based upon the calendar year change in the (i) U.S. Bureau of Labor Statistics Producer Price Index for selected commodity groupings (Metals and Metal Products) for Services performed in the United States; or (ii) Statistics Canada Industrial Producer Price Index, Goods (Raw Material Price Indexes) for Services performed in Canada; (c) 65% of the Current Service Fee shall be adjusted based upon the change to cost of labor/labour; and (d) 10% of the Service Fee shall be adjusted based upon changes to Company services overhead costs, which include but are not limited to the cost of fuel, truck leasing, and office-related overhead factors. The Service Fee for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

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

6. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Services. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA or state industrial safety regulations. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fee accordingly. During the Term or a Renewal Term, Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company reserves the right to remove such devices at its discretion.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; Company shall not be responsible to perform any subsequent repairs to the Covered Equipment necessitated by Customer's failure to follow such manufacturer recommendations; (c) Reimburse Company for services, repairs, and/or replacements performed by Company as



set forth in this Agreement, beyond the Services or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials and may at Company's option be subject to a separate written agreement prior to its undertaking such work; and (d) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or this Agreement, the Services do not include, and Company shall not be liable for, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, water damage, improper operation, unauthorized alteration of Covered Equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the Covered Equipment or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping the Covered Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Covered Equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning overhaul and refurbishing of the Covered Equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services. Customer shall be responsible for (o) The cost of any additional replacement refrigerant; (p) Operation of any equipment; and (q) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Warranty. Company warrants that: (a) the material manufactured by Company and furnished hereunder is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Warranty period. Defects must be reported to Company within the Warranty period. Company's obligation under the Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Additional terms and conditions of warranty coverage are applicable for refrigeration equipment. Some components of Company equipment may be warranted directly from the component supplier, in which event this Company Warranty shall not apply to those components but shall be pursuant to the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING FOR CERTAIN HUSSMANN BRANDED EQUIPMENT, COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

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

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. Should Company nevertheless be found liable for any damages they shall be limited to the purchase price of the Services for one location over a 12 month term. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.**

13. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Premises that will in any way affect Company's Services and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Services. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any



Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

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

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

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

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

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

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. Except as provided for Service Fee adjustments, this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

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

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

1-26.130-7 (0511)
Supersedes 1-26.130-7 (0610)

Appendix

CONTENTS:

Safety
Customer Service Flows

Safety



Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane Injury Rates v. Industry Competitors

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
 - Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.



Safety Tools, Training & Expertise (continued)

- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.



TRANE SELECT SERVICE AGREEMENT

Customer Service Flows



The following Customer Service Flows provide additional service description detail for Covered Equipment.

Comprehensive Annual Maintenance-Cooling Cycle RTU-110

- Report in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with the customer for operational problems and trends.

General Assembly

- Inspect for leaks and report leak check results.
- Repair minor leaks as required (e.g. valve packing, flare nuts).
- Check the sheaves and pulleys for wear and alignment.
- Check the belts for tension, wear, cracks, and/or glazing.
- Verify clean condenser and evaporator
- Verify clean evaporator fan.
- Verify clean air filters.
- Verify proper damper operation.
- Check mechanical linkages for wear, tightness, and clearances.
- Check the operation and setup of the RTM module.
- Check the VFD, if applicable.
- Verify the starter operation.
- Verify smooth operation of the compressors and fans.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Controls and Safeties

- Verify the operation of the discharge air temperature control device.
- Verify the operation of the outside air temperature control device.
- Verify the operation of the mixed air temperature control device.
- Test the operation of the high condenser pressure safety device. Calibrate, if applicable, and record setting.

- Test the operation of the low evaporator pressure safety device. Calibrate, if applicable, and record setting.
- Test the operation of the low temperature safety device. Calibrate, if applicable, and record setting.
- Test the operation of the low oil pressure safety device, if applicable. Calibrate and record setting.
- Verify the operation of the static pressure control.

Lubrication

- Lubricate damper bearings, if applicable.
- Lubricate motor bearing, if applicable.
- Lubricate fan bearings.
- Check oil level in the compressor(s), if applicable.
- Check oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.

Motor and Starter

- Clean the starter and cabinet.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check the contactors for free and smooth operation.
- Meg the compressor motor(s) and record readings.
- Verify the tightness of the compressor motor terminal connections.
- Verify the operation of the compressor oil heater(s).

Three Mid-Season Cooling Inspection RTU-130

- Check the general condition of the unit.
- Log the operating condition after system has stabilized.
- Verify the operation of the control circuits.
- Analyze the recorded data. Compare the data to the original design conditions.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Air Filter Maintenance Procedures

Filter Replacement FLR-110

- Supply and install air filters (4 times per year)

Condenser Cleaning

Air-Cooled Condensers CDS-220C

- Clean air-cooled condenser, using pressurized water two times per year.



Trane Select Service Agreement

SERVICE PROPOSAL FOR:

City of Colleyville

100 Main Street
Colleyville, TX 76034 U.S.A.
Kelly Howell

SITE ADDRESS:

Colleyville Justice Center
5201 Riverwalk Drive
Colleyville, TX 76034
United States

LOCAL TRANE OFFICE:

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

LOCAL TRANE REPRESENTATIVE:

Shirley Hernandez Ross
Office: (817) 838-1310

PROPOSAL ID / AGREEMENT NUMBER:

1198446 / 143334R2
TCPN Proposal # 02-10077-11-002

DATE:

July 12, 2011

TRANE SELECT SERVICE AGREEMENT

Executive Summary

Thank you for choosing Trane Building Services as your HVAC support partner. We are committed to working with you to help you ensure your building serves the needs of your organization. The details of that commitment are in the following pages.

A Trane Select Service Agreement will provide planned maintenance and repair for your HVAC systems as specified in the scope of the Agreement. The Agreement assures that factory recommended services are executed on scheduled intervals, while also allowing you to accurately budget repairs to maintain peak performance. With repairs included in your annual planned maintenance, the Agreement should help you minimize unplanned down time and unexpected expense.

Beyond the benefits of a typical service plan, a Trane Select Service Agreement can deliver enhanced value through an optional Performance Package. Trane is continuously collecting data from your HVAC system that can be streamed into a report to provide insight into the overall system performance of your building. Based on a professional analysis of the report's findings, we can demonstrate opportunities for improvement, and recommend actions to help you achieve performance objectives for energy usage, operational efficiency, environmental impact, air quality and more.

Additionally, as a Trane customer you can count on:



- ☑ **Priority Response** – as a Trane Service Agreement customer you will have service priority, above time and materials customers.
- ☑ **Advanced Diagnostics** – Trane proprietary applications and technologies equip technicians to analyze system performance and make actionable service recommendations.
- ☑ **Trane OEM Service Delivery** – ensures the right services are completely and consistently performed to keep your equipment running efficiently and reliably.
- ☑ **Dedicated Trane Service Team** – a local service team consisting of a Service Coordinator, one or more Service Technicians and an Account Manager, all of whom will be familiar with your service requirements, your HVAC equipment and your facility.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.

TRANE SELECT SERVICE AGREEMENT

Added Value

Proper maintenance can save an estimated 12-18%* of your budget compared to a run-to-fail approach. A Service Agreement is structured to help you capture those savings.



Research has shown that regular maintenance can:

Cut unexpected breakdowns by	70-75%*
Reduce downtime by	35-45%*
Lower equipment repairs and maintenance costs by	25-30%*
Reduce energy consumption by	5-20%*

* Source: FEMP O&M Guide – July 2004

In addition to financial value, when you partner with Trane you can expect:

Dependability and Consistency

Assigned Service Team - Your service team will consist of our professional Service Coordinator, Service Technicians, and Account Manager with extensive HVAC experience. Our technicians have a thorough understanding of controls, heating, refrigeration, and airside systems.

Priority Response - Colleyville City of City Hall will receive preferred service status. Priority Emergency Response is available on a 24-hour-per-day basis.

Automated Scheduling System - Trane utilizes a computerized scheduling program to ensure that all services included in the agreement are performed.

Superior Service Delivery

Trane's OEM Service Delivery Process ensures consistent quality through:

- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on Safety & Environments

Superior Service Delivery (continued)

Service Work Flow - Trane's industry exclusive service flow process includes detailed procedures that identify steps for: safety, parts, materials, tools, and sequence for execution. Trane's procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. Trane's exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, Trane's exclusive service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

Trane's proprietary program is unequalled in the industry.

Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - Trane Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

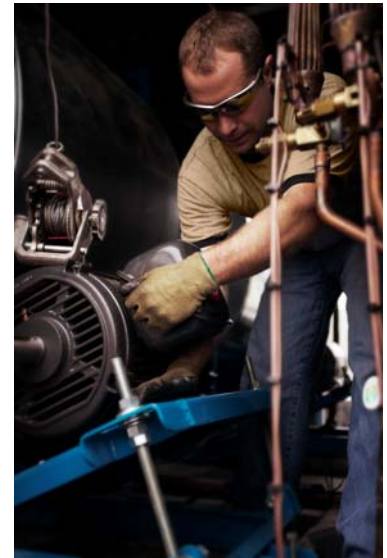
Training for Facility Staff - Concurrent with annual start-up, your Trane Technician will instruct your operator how to operate the equipment covered by the agreement.

Health and Safety

Safety Management Program - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hr certified safety managers who are available to perform safety consultations related to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses, and other key risk assessments and control strategies.

Personal Safety - Trane service technicians are, at a minimum, OSHA 10-hr certified, or equivalent with yearly retraining on all key occupational safety and health topics. Most of our technicians have participated in "Smith Safe" driver training and are Department of Transportation (DOT) Hazmat certified. They are provided with up to date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

Drug-Free Workplace - Trane service maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.





Environmental Management

Refrigerant Policy - Trane Building Services practices and procedures are compliant with all Federal and State laws and regulations concerning the proper handling, storage, and repair of leaks of ozone-depleting refrigerants and their substitutes according to Environmental Protection Agency regulation 40 CFR Part 82. Trane service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Program - Trane Building Services maintains and uses Trane Refrigerant Management Software (RMS) to capture, manage and report Refrigerant Activity. The Refrigerant Activity Report Form is used by the technician to record all refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by central office personnel. Annually, Trane prints a report from RMS of all Refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by Trane Building Services Technicians for each piece of equipment, and can be used to satisfy reporting requirements.

Oil Disposal - Trane Building Services removes used oil from your refrigeration units and disposes of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used oil where allowed and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste, Trane will remove used oil from refrigeration units for the customer to arrange disposal).



The Agreement



TRANE SELECT SERVICE AGREEMENT

SERVICE PROPOSAL FOR:

City of Colleyville

100 Main Street
Colleyville, TX 76034 U.S.A.
Kelly Howell

SITE ADDRESS:

Colleyville Justice Center
5201 Riverwalk Drive
Colleyville, TX 76034
United States

LOCAL TRANE OFFICE:

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

LOCAL TRANE REPRESENTATIVE:

Shirley Hernandez Ross
Office: (817) 838-1310

PROPOSAL ID / AGREEMENT NUMBER:

1198446 / 143334R2

TCPN Proposal # 02-10077-11-002

DATE:

July 12, 2011





TRANE SELECT SERVICE AGREEMENT

Scope of Services – Standard Inclusions

Provided in your Select Service Agreement:

Trane Scheduled Maintenance

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

Refrigerant Management

This scope includes:

- Refrigerant Replacement at 100% of Charge per unit per year
- Trane Technicians will capture and track all refrigerant activity performed by Trane for each piece of Covered Equipment
- Refrigerant Usage Reports can be generated annually

Trane Laboratory Analysis

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.

Specified System Repair Coverage

Covers the cost of all required repairs to maintainable components on the systems specified during Trane normal business hours. Non-specified equipment repairs will be invoiced separately on a time and materials basis.

Overtime repair labor for emergency failures (outside of Trane regular business hours) will be invoiced separately on a time and material basis.

EMERGENCY SERVICE

This coverage includes all emergency calls between inspections as required for purpose of diagnosis of trouble, adjustment, and resetting controls for equipment that falls under this agreement, limited to two hours. Nuisance calls are not covered and premium portion of overtime and holiday rates will be billed to the customer.





Cooling Contingency Planning

Trane emergency preparedness personnel will provide Cooling Contingency Planning to anticipate and respond to unusual or unplanned cooling needs. Planning will address temporary chillers, portable auxiliary power units, and recommendations for facility modifications to prepare your system for temporary cooling.

Additional Scope of Services: Included in this agreement, however Not Under Select Maintenance

Coverage

(24) Fan Powered VAV' Boxes

Air Filter Maintenance Procedures VAV Boxes Filter Replacement FLR-110

- Replace air filters one time per year.



TRANE SELECT SERVICE AGREEMENT

Equipment Coverage and Services



Trane will perform the following scheduled services on the described equipment located at:

Colleyville Justice Center

The following "Covered Equipment" will be serviced at Colleyville Justice Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
AHU	1	Trane	MCCA008UB0	K02A05955	AHU 1

Description	Quantity Per Term
M Series Annual Inspection	5
M Series Quarterly Inspection	15
Air Filter Change	20

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
RTU	1	Trane	TCD330A40H	C01M67362	RTU 2
RTU	1	Trane	TCD600A40H	C01M67361	RTU 1
RTU	1	Trane	TCH211C40F	202101093D	RTU 3
RTU	1	Trane	THC048A4RG	203100313L	RTU 4
RTU	1	Trane	TSC092A4RN	203100563L	RTU 5
RTU	1	Trane	TSC048A4RG	203100403L	RTU 6

Description	Quantity Per Term
RTU Cooling Annual Inspection	5
RTU Quarterly Inspection	3
Air Filter Change	20
Condenser Coil Cleaning	10

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System	1	Trane	TTA042D400	20133FS3F	#2 COND
Split System	1	Trane	TTA048D400	201380S3F	#3 COND
Split System	1	Trane	TTA120120A	2351PXFAD	JAIL 10 TON
Split System	1	Trane	TWE042C140	Z325MJH1V	AHU 2
Split System	1	Trane	TWE048C140	Z36287G1V	AHU 3

Description

UNT/DX-110a Split System Annual Maintenance Inspection (
UNT/DX-120 Mid-Season Running Inspection

Quantity Per Term

1
3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Variable Frequency Drive	1	UNKNOWN	VFD AHU 2	NA-1	VFD FOR AHU 2

Description

Variable Frequency Drive Annual Inspection
VFD Scheduled Inspections

Quantity Per Term

1
3



TRANE SELECT SERVICE AGREEMENT

Pricing and Acceptance

Kelly Howell
City of Colleyville
100 Main Street
Colleyville, TX 76034 U.S.A.

Site Address:
Colleyville Justice Center
5201 Riverwalk Drive
Colleyville, TX 76034

Trane Service Agreement

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

Service Fee

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

Contract Year	Annual Amount	Discounted Quarterly Payment	3% Advanced Payment Corp. Disc.	New Annual Payment
Year 1 2011-2012	\$37,529.51	\$9,382.38	\$1,125.89	\$36,403.62
Year 2 2012-2013	\$39,405.99	\$9,851.50	\$1,182.18	\$38,223.81
Year 3 2013-2014	\$41,376.28	\$10,344.07	\$1,241.29	\$40,135.00
Year 4 2014-2015	\$43,445.10	\$10,861.27	\$1,303.35	\$42,141.75
Year 5 2015-2016	\$45,617.35	\$11,404.34	\$1,368.52	\$44,248.83
Total Contract Amt.	\$207,374.23		\$6,221.23	\$201,153.01

Term

The initial term of this Service Agreement is 5 year, beginning **October 01, 2011**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below. Following expiration of the initial term on **September 30, 2016**, this Agreement shall renew automatically for successive periods of 1 year until terminated as provided herein.

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

Submitted By: Shirley Hernandez Ross		Office: (817) 838-1310
		Proposal Date: July 01, 2011
CUSTOMER ACCEPTANCE		TRANE ACCEPTANCE
		Trane U.S. Inc. dba Trane
Authorized Representative		Authorized Representative
Printed Name		Title
Title		
Purchase Order		Signature Date
Acceptance Date		

Regulated by the Texas Department of Licensing and Regulation
PO Box 12157, Austin, TX 78711 Ph. 800-803-9292; 512-463-6599
License TACLA019613C



TRANE SELECT SERVICE AGREEMENT

Terms and Conditions (Service)

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

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer's order is an acceptance of the Proposal, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with these terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with scope and terms and conditions of the original Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of goods and/or Services by Company will in any event constitute an acceptance by Customer of these terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

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

3. Term, Renewal, and Cancellation. The "Term" of this Agreement shall be as stated in the Proposal. Thereafter, unless earlier terminated, this Agreement shall be automatically renewed for succeeding 12 month terms (each a "Renewal Term"), subject to the Renewal Pricing Adjustment section herein, upon Company's delivery to Customer of a service renewal letter at least 45 days in advance of the scheduled expiration date and Customer's failure to notify Company in writing no later than 30 days prior to the scheduled expiration date that the Agreement shall not be renewed. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than 30 days prior to the scheduled expiration date; provided, however, that, in the event of a cancellation by Customer, Customer shall pay to Company the balance of the Service Fee applicable to the then current 12 month period of the Term or the Renewal Term.

4. Renewal Pricing Adjustment. The Service Fee for an impending Renewal Term shall be the current Service Fee (defined as the Service Fee for the initial Term or Renewal Term immediately preceding the impending Renewal Term) adjusted by the following: (a) increase and/or decrease for additions and/or deletions to Scope of Services; (b) 25% of the Current Service Fee shall be adjusted based upon the calendar year change in the (i) U.S. Bureau of Labor Statistics Producer Price Index for selected commodity groupings (Metals and Metal Products) for Services performed in the United States; or (ii) Statistics Canada Industrial Producer Price Index, Goods (Raw Material Price Indexes) for Services performed in Canada; (c) 65% of the Current Service Fee shall be adjusted based upon the change to cost of labor/labour; and (d) 10% of the Service Fee shall be adjusted based upon changes to Company services overhead costs, which include but are not limited to the cost of fuel, truck leasing, and office-related overhead factors. The Service Fee for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

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

6. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Services. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA or state industrial safety regulations. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fee accordingly. During the Term or a Renewal Term, Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company reserves the right to remove such devices at its discretion.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; Company shall not be responsible to perform any subsequent repairs to the Covered Equipment necessitated by Customer's failure to follow such manufacturer recommendations; (c) Reimburse Company for services, repairs, and/or replacements performed by Company as



set forth in this Agreement, beyond the Services or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials and may at Company's option be subject to a separate written agreement prior to its undertaking such work; and (d) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or this Agreement, the Services do not include, and Company shall not be liable for, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, water damage, improper operation, unauthorized alteration of Covered Equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the Covered Equipment or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping the Covered Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Covered Equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning overhaul and refurbishing of the Covered Equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services. Customer shall be responsible for (o) The cost of any additional replacement refrigerant; (p) Operation of any equipment; and (q) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Warranty. Company warrants that: (a) the material manufactured by Company and furnished hereunder is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Warranty period. Defects must be reported to Company within the Warranty period. Company's obligation under the Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Additional terms and conditions of warranty coverage are applicable for refrigeration equipment. Some components of Company equipment may be warranted directly from the component supplier, in which event this Company Warranty shall not apply to those components but shall be pursuant to the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING FOR CERTAIN HUSSMANN BRANDED EQUIPMENT, COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

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

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. Should Company nevertheless be found liable for any damages they shall be limited to the purchase price of the Services for one location over a 12 month term. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.**

13. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Premises that will in any way affect Company's Services and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Services. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any



Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

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

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

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

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

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

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. Except as provided for Service Fee adjustments, this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

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

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

1-26.130-7 (0511)
Supersedes 1-26.130-7 (0610)

Appendix

CONTENTS:

Safety
Customer Service Flows

Safety



Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane Injury Rates v. Industry Competitors

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
-Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.



Safety Tools, Training & Expertise (continued)

- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.



TRANE SELECT SERVICE AGREEMENT

Customer Service Flows



The following Customer Service Flows provide additional service description detail for Covered Equipment.

Central Station Air Handling Units Comprehensive Annual Inspection AHU-110

- Report in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with the customer for operational problems and trends.

General Assembly

- Inspect the unit for cleanliness.
- Inspect the fan wheel and shaft for wear and clearance.
- Check the sheaves and pulleys for wear and alignment.
- Check the belts for tension, wear, cracks, and glazing.
- Verify tight bolts, set screws, and locking collars.
- Check dampers for wear, security and linkage adjustment.
- Verify clean condensate pan.
- Verify proper operation of the condensate drain.
- **Replace air filters**
- Verify clean coils.
- Verify proper operation of the spray pump, if applicable.
- Verify smooth fan operation.
- Log operating conditions after system has stabilized.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Lubrication

- Lubricate the fan shaft bearings, if applicable.
- Lubricate the motor bearings, if applicable.

Controls and Safeties

- Test the operation of the low temperature safety device, if applicable.
- Test the operation of the high static pressure safety device, if applicable.
- Test the operation of the low static pressure safety device, if applicable.

- Check the thermal cutout on electric heaters, if applicable.
- Check the step controller, if applicable.
- Check and record supply air and control air pressure, if applicable.
- Verify the operation of the control system and dampers while the fan is operating.

Motor and Starter

- Clean the starter and cabinet.
- Inspect the wiring and connections for tightness and signs of overheating and discoloration. This includes wiring to the electric heat, if applicable.
- Check the condition of the contacts for wear and pitting.
- Check the contactors for free and smooth operation.
- Meg the motor and record readings.

Three Scheduled Running Inspection AHU-130

- Check the general condition of the fan.
- Verify smooth fan operation.
- Check and record supply and control air pressure, if applicable.
- Verify the operation of the control system.
- **Replace air filters**
- Log the operating conditions after the system has stabilized.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate uncorrected deficiencies detected.

RTU Voyager III

Comprehensive Annual Maintenance-Cooling Cycle RTU-310

- Report in with the Customer Representative
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with the customer for operational problems and trends.

General Assembly

- Inspect for leaks and report leak check results.
- Repair minor leaks as required (e.g. valve packing, flare nuts).
- Check the sheaves and pulleys for wear and alignment.
- Check the belts for tension, wear, cracks, and/or glazing.
- Verify proper damper operation.
- Check mechanical linkages for wear, tightness, and clearances.
- Verify clean condenser and evaporator.
- Verify clean evaporator fan.
- **Verify clean air filters, replace air filters.**
- Verify the operation of the crankcase oil heater(s), if applicable.

Controls and Safeties

- Verify the operation of the discharge air temperature control device, if applicable.
- Verify the operation of the outside air temperature control device.
- Verify the operation of the mixed air temperature control device.
- Test the operation of the high condenser pressure safety device. Calibrate, if necessary, and record setting.
- Test the operation of the low temperature safety device. Calibrate, if necessary, and record setting.
- Test the operation of the low pressure safety device(s). Calibrate, if necessary, and record setting.

Lubrication

- Lubricate motor bearings, if applicable.
- Lubricate fan bearings.
- Check oil level in the compressor(s), if applicable.

Motor and Starter

- Clean the starter and cabinet.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check the contactors for free and smooth operation.
- Meg the compressor motor(s) and record readings.
- Verify the tightness of the compressor motor terminal connections.
- Verify the operation of the crankcase oil heater(s), if applicable.

Start-up / Checkout Procedure

- Start the unit.
- Verify the starter operation.
- Verify the smooth operation of the compressors and fans.
- Log operating conditions of the unit after the system has stabilized.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Three Scheduled Cooling Inspection RTU-330

- Start the unit.
- Verify the starter operation.
- Verify the smooth operation of the compressors and fans.
- **Replace air filters.**
- Log operating conditions of the unit after the system has stabilized.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

RTU-Voyager II

Comprehensive Annual Maintenance-Cooling Cycle RTU-210

- Report in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with the customer for operational problems and trends.

General Assembly

- Inspect for leaks and report leak check results.
- Repair minor leaks as required (e.g. valve packing, flare nuts).
- Check the sheaves and pulleys for wear and alignment.
- Check the belts for tension, wear, cracks, and/or glazing.
- Verify proper damper operation.
- Check mechanical linkages for wear, tightness, and clearances.
- Verify clean condenser and evaporator.
- Verify clean evaporator fan.
- **Replace air filters.**
- Verify the operation of the crankcase oil heater(s), if applicable.

Controls and Safeties

- Verify the operation of the discharge air temperature control device, if applicable.
- Verify the operation of the outside air temperature control device.
- Verify the operation of the mixed air temperature control device.
- Test the operation of the high condenser pressure safety device. Calibrate, if necessary, and record setting.
- Test the operation of the low temperature safety device. Calibrate, if necessary, and record setting.
- Test the operation of the low pressure safety device(s). Calibrate, if necessary, and record setting.

Lubrication

- Lubricate motor bearings, if applicable.
- Lubricate fan bearings.
- Check oil level in the compressor(s), if applicable.

Motor and Starter

- Clean the starter and cabinet.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check the contactors for free and smooth operation.
- Meg the compressor motor(s) and record readings.
- Verify the tightness of the compressor motor terminal connections.
- Verify the operation of the crankcase oil heater(s), if applicable.

Start-up / Checkout Procedure

- Start the unit.
- Verify the starter operation.
- Verify the smooth operation of the compressors and fans.
- Log operating conditions of the unit after the system has stabilized.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Three Scheduled Cooling Inspection RTU-230

- Start the unit.
- Verify the starter operation.
- Verify the smooth operation of the compressors and fans.
- **Replace air filters.**
- Log operating conditions of the unit after the system has stabilized.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

LCU Split Systems

Unitary/Split Systems LCU-111 Split Systems Comprehensive Annual Maintenance-Cooling Cycle (e.g. model #s: Trane TWE, TCD, TCH, TTA, TTN, TCX, TWA, YCD, YCH, etc.)

- Report in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with the customer for operational problems and trends.

General Assembly

- Inspect for refrigerant and oil leaks and report leak check results.
- Check the sheaves and pulleys for wear and alignment.
- Check the belts for tension, wear, cracks, and/or glazing.
- Check mechanical linkages for wear, tightness, and clearances.
- Verify clean fan and coils.
- Check and clean drain evaporator drain pan, drain, and trap.
- Verify evaporator fan cleanliness.
- **Replace air filters.**
- Verify the operation of the crankcase oil heater(s), if applicable.

Controls and Safeties

- Verify the operation of the discharge air temperature control device, if applicable.
- Verify unit thermostat controller operates properly.

Lubrication

- Lubricate motor bearings, if applicable.
- Lubricate fan bearings, if applicable.
- Check oil level in the compressor(s), if applicable.

Motor and Starter

- Clean the starter and cabinet, if applicable.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check the contactors for free and smooth operation.
- Meg the compressor motor(s) and record readings, if above 25 tons.
- Verify the tightness of the compressor motor terminal connections.

Start-up / Checkout Procedure (this will only be done on units that require shutdown.)

- Start the unit.
- Verify the starter operation, if applicable.
- Verify the smooth operation of the compressors and fans.
- Log operating conditions of the unit after the system has stabilized.
- Review operating procedures with operating personnel.

Three Scheduled Running Inspections Unitary/Split Systems LCU-130

- Check general condition of the unit.
- Verify proper operation of the motor and starter.
- Verify the proper operation of the control circuit.
- Verify smooth operation of the unit.
- **Replace Air filters.**
- Provide a written report of completed work, operating log and indicate any uncorrected deficiencies detected.

Variable Frequency Drives Maintenance Procedure MSC-130

- Report in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with the customer for operational problems and trends.
- Clean the heat sink.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Visually inspect panel for loose or damaged parts or wiring; also check for any accumulation of dirt and/or moisture.
- Verify proper operation of the unit.
- Verify proper DC buss voltage.

Condenser Cleaning

Air-Cooled Condensers CDS-220C

- Clean air-cooled condenser, using pressurized water two times per year.

Air Filter Maintenance Procedures Under Select Maintenance

Filter Replacement FLR-110

- Replace air filters four times per year.

Additional Scope of Service included but not under select maintenance

Air Filter Maintenance Procedures Fan Powered VAV Boxes:

Filter Replacement FLR-110

- Replace air filters one time per year.

RESOLUTION R-11-3400

**A RESOLUTION APPROVING COUNCIL ACTION
UNDER CONSENT ITEMS AT THE REGULAR CITY
COUNCIL MEETING OF SEPTEMBER 20, 2011**

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

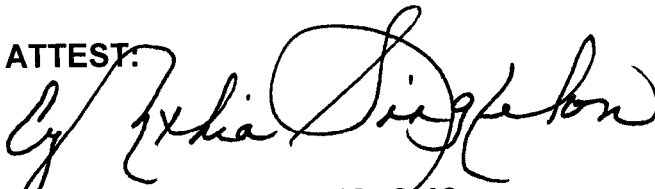
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS:

- Sec. 1. THAT the agenda decisions approved by Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of September 6, 2011
 - b. Approval of the minutes of the City Council worksession of August 9, 2011
 - c. Approval to renew the Horticulture Grounds Maintenance contract with The Lawn Firm, Inc., in an amount not to exceed \$147,667, and authorize the city manager to execute same and any associated change orders, in an amount not to exceed \$25,000, and subject to the approval of funding in the Fiscal Year 2012 (FY 2012) budget
 - d. Approval to renew the Grounds Maintenance Mowing contract with Whitmore and Sons, Inc., in an amount not to exceed \$124,312.59, and authorize the city manager to execute same and any associated change orders, in an amount not to exceed \$25,000, and subject to the approval of funding in the Fiscal Year 2012 (FY 2012) budget
 - e. Approval of an update to the Fund Balance policy for Governmental Accounting Standards Board (GASB) 54 compliance
 - f. Approval of Service Agreements between the City of Colleyville and Trane Service Group, through the Texas Cooperative Purchasing Network (TCPN) to provide for year one of a five-year agreement for the inspection, maintenance, and repair of the HVAC systems in the Colleyville City Hall, Colleyville Public Library, and Colleyville Justice Center, in an amount not to exceed \$54,920.92

AND IT IS SO RESOLVED.

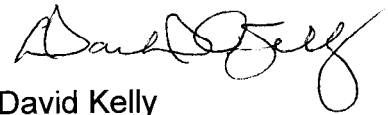
APPROVED BY A VOTE OF 7 AYES, 0 NAYS AND 0 ABSTENTIONS
ON THIS THE 20th DAY OF September 2011.

ATTEST:

A large, stylized handwritten signature in black ink, appearing to read 'Cynthia Singleton'.

Cynthia Singleton, TRMC, OMC
City Secretary

CITY OF COLLEYVILLE

A handwritten signature in black ink, appearing to read 'David Kelly'.

David Kelly
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a

Agenda Date 10/15/2013

Number Ordinance O-13-1887

Type Ordinance

Department Community Development

Title

Consideration of a request for a zoning change from PUD-C-Planned Unit Development Commercial to PUD-R-Planned Unit Development Residential, on 1.82 acres on Lot 1, Block 1, of the San Bar Square Addition, located at 105 Cheek-Sparger Road, Case ZC13-008

Explanation

Second Reading and Public Hearing

There were two people who spoke in opposition, and one person who spoke in support of this request at the October 2, 2013 City Council meeting.

There were two people who registered their opposition to this request at the October 2, 2013 City Council meeting, but did not wish to speak.

The City Council asked the applicant to provide a final site plan, as well as a detailed exhibit for the right-of-way area adjacent to the subject property and Cheek-Sparger Road, before it could be considered in the open space percentage requirement for the October 15, 2013 meeting. As of the date of this briefing, the requested information has not been received from the applicant.

First Reading and Public Hearing

Mark Howe, applicant, has submitted a request to change the zoning on 1.82 acres of land located at 105 Cheek-Sparger Road. The applicant is requesting to rezone the property from PUD-C-Planned Unit Development Commercial to PUD-R-Planned Unit Development Residential zoning district. The applicant is seeking a zoning change in order to develop the property for eight new residential lots and three open space lots.

Existing Conditions and Zoning. The subject property is currently vacant and is platted. The property is currently zoned PUD-C-Planned Unit Development Commercial under Ordinance O-85-600 (attached). The uses allowed under Ordinance O-85-600 are "shopping centers, commercial or service centers, office parks, major recreation and entertainment facilities, and other similar business and commercial centers or facilities, when such uses are in conformance with the various commercial zoning district regulations" of the zoning ordinance as it existed in 1985. It should be noted that these uses are not listed in Ordinance O-85-600. In 1985, the PUD-C uses listed above were allowed by right, as part of the PUD-C ordinance approval, unless

a particular use was specifically prohibited by the PUD-C ordinance. In the case of Ordinance O-85-600, no uses were prohibited.

The applicant purchased the property and has decided to pursue a residential use. Additional approval of a preliminary and final plat will be required upon approval of the rezoning request.

Statement of Planning Objectives. The applicant has submitted a Statement of Planning Objectives which contains a detailed description of the proposed development.

Lot Dimensions and Setbacks. PUD-R regulations require a minimum lot size of 13,000 square feet with a minimum lot width of 100 feet, and lot depth of 120 feet. Per the details of the Statement of Planning Objectives and the Conceptual Site Plan, the applicant proposes the following development standards:

Minimum lot width: 55 feet

Minimum Lot Depth: 120 feet (Except for lots fronting on the cul-de-sac)

Lot area is proposed as follows:

The minimum lot size proposed is 5,807 square feet

Setbacks are proposed as follows:

Front Yard Setbacks:

- a. For lots with a J-Swing garage: 10 feet
- b. For lots with a front entry garage: 20 feet

Rear Yard Setback: 10 feet

Side Yard Setbacks: Five (5) feet for center placed structure and one (1) foot and nine (9) feet for other placements; Minimum of 10 feet between structures

Maximum Lot coverage: 65 percent

Maximum Height: 35 feet

Residential Design Requirements. Homes will be both single and two story construction. For two-story homes, there will be no balconies or verandas allowed on the second floor of Lots 3-8.

Screening. A wood screening fence, not to exceed six feet in height will be

constructed at the property lines adjacent to other residential properties to the east and south, as shown on the Conceptual Site Plan. At a minimum, the pole side of the screen fence will face into the new development along the south and east property lines.

Open Space. PUD-R regulations require a minimum 20 percent of the development be reserved for open space for use by the residents of the development. The Statement of Planning Objectives states the development shall provide 16.2 percent open space, which is not in compliance with code. All open space shall be landscaped and maintained by the Homeowners Association.

Preliminary Drainage Analysis. The developer has submitted a Preliminary Drainage Analysis of the site, which is to be reviewed by the Engineering Division of the Public Works Department. Conditions associated with drainage and stormwater runoff shall be set and enforced at the time of platting.

Sidewalks and Trails. Sidewalks are required to be installed along any new internal streets at the time of new home construction. According to the Colleyville Pathways Plan, sidewalks are required to be constructed along the frontage of Cheek-Sparger Road and San Bar Lane. The sidewalk along Cheek-Sparger Road is required to be five feet in width, and the sidewalk along San Bar Lane is required to be four feet in width. The sidewalks along the property frontages must be installed prior to the acceptance of final public improvements.

Development Schedule. The applicant provided the following preliminary schedule of key development dates:

- Zoning Approval: September 2013
- Preliminary and Final Plat Approval: October 2013
- Construction Commencing: November 2013
- Construction Completing: May 2014

Traffic Generation and Access. The developer is not required to provide a Traffic Impact Analysis, since the development is not projected to generate in excess of 1,000 vehicle trips per day. The Institute of Transportation Engineers publication Trip Generation provides estimates of expected traffic generation based on land use. Data has been collected in the United States and Canada since the 1960's, primarily in suburban locations. Single family residences are expected to generate 9.57 trips per day, on average. Based on this average, an eight lot development would add approximately 76 vehicle trips per day to the surrounding roadways.

Only one means of ingress and egress is required for subdivisions with 12 lots or less.

Residential Density. The Colleyville Master Plan suggests a maximum residential density of 1.8 dwelling units per acre, in most situations. The 2004 Colleyville Master Plan states densities higher than 1.8 units per acre would be acceptable in those areas deemed consistent with sound land use planning principles. The proposed development of eight residential units on the 1.82 acre property will produce a residential density of 4.4 dwelling units per acre based upon the density calculation method prescribed by the Colleyville Master Plan. The proposed residential density is greater than other approved small lot PUD-R developments within the City. The Small Lot Development Comparison, attached to this briefing, provides a comprehensive listing of approved developments since 1996 with residential densities which exceed 1.8 dwelling units per acre.

Surrounding Development Trends. Properties to the north and east are zoned R20-Single Family Residential and developed as single family homes. Properties to the south are zoned R15-Single Family Residential and developed as single family homes. The property to the west is zoned PUD-C-Planned Unit Development Commercial and is developed as an office-showroom, multi-tenant retail, and self-storage business.

Master Plan. The Future Land Use Plan designates the entire subject property for single family residential, and is consistent with the proposed use of this development.

Public Notification. Staff mailed notices to 18 adjacent property owners as well as all Homeowners Associations within 500 feet of the subject property regarding this request. Notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. To date, staff has received 11 letters of opposition, and four letters of support, which are attached to this briefing.

Planning and Zoning Commission Recommendation. The Planning and Zoning Commission recommended approval of the rezoning request at the August 26, 2013 meeting by a vote of 5-2.

Supermajority Vote Requirement. More than 20 percent of the property owners within the 200 foot buffer around the subject property is opposed to the request. Given this condition, a super-majority vote by the City Council is required in order to approve this request. The total percent of opposition within the 200 foot buffer stands at 33 percent, as of the date of this briefing.

Summary. The proposed zoning change is consistent with the Future Land Use Plan, which designates the subject property as single family residential uses. While the proposed development exceeds the residential density of 1.8 dwelling units per acre, the proposed density is generally consistent with other small lot subdivisions approved throughout the City, as referenced in the attached "Small Lot Subdivision Comparison" chart. The location of the proposed development will provide a viable transitional

element between the commercial uses along Colleyville Boulevard to the west, and the collection of single family residential properties to the east and south. The proposed open space does not meet the minimum requirements of the PUD-R zoning district.

Financial Impact

There is no financial impact to the City.

Recommendation

Approval with the following conditions:

1. GENERAL

a. The purpose of this PUD-R is for a single-family residential development of eight detached single family dwelling units, constructed at a gross maximum density of 4.4 dwelling units per acre.

b. This development shall be generally consistent with the Statement of Planning Objectives, Exhibit "B".

c. The proposed development is subject to all the regulations contained in the Land Development Code, except as amended by this Ordinance.

2. DEVELOPMENT PLAN AND PLATTING

a. The development shall be generally consistent with the conceptual site plan, Exhibit "C", which shall not be considered the preliminary plat. The actual street and lot arrangement may differ from that shown on the conceptual site plan to accommodate topographic, drainage, or other conditions.

b. The developer shall submit and receive approval from the City, a preliminary and final plat, approved as a single phase, in accordance with the requirements of the Land Development Code prior to development of this PUD-R.

3. PERMITTED USES

a. Single-family residences, detached

b. Common open space areas

4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS

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

1. All lots shall be a minimum of 55 feet in width as measured at the building setback line.

2. The minimum lot size shall be 5,807 square feet.
3. The minimum lot depth shall be 120 feet, except for lots which front the cul-de-sac.
4. Front Yard Setbacks:
 - a. For lots with a J-Swing garage: 10 feet
 - b. For lots with a front entry garage: 20 feet
5. Minimum Rear Yard Setback: 10 feet
6. Minimum Side Yard Setbacks: 10 feet between structures; One (1) foot and nine (9) feet, or five (5) feet each side property line.
7. Maximum Lot coverage: 65 percent

5. RESIDENTIAL DESIGN REQUIREMENTS

The following requirements shall apply to all homes constructed in this development:

- a. Homes may be both single and two-story construction.
- b. Two-story homes on lots 3 through 8 shall not contain any balconies and verandas constructed on the second floor.

6. OPEN SPACE

- a. This development shall provide a minimum of 16.2 percent common open space, which shall be configured as shown on Exhibit "C". All open space areas shall be landscaped and maintained by the HOA.
- b. No more than 25 percent of the open space area may be utilized for detention.

7. SCREENING AND TREES

- a. A wood screening fence, not to exceed six (6) feet in height, shall be constructed at the property lines adjacent to other residential properties to the east and south. At a minimum, the pole side of the screen fence will face into the new development along the south and east property lines. A six foot wrought iron fence may be constructed adjacent to the open space Lot 2A.
- b. A variable height screening fence, constructed of a combination of brick, stone, and wrought iron will be constructed along the north and west portion of the property adjacent to Cheek-Sparger Road and San Bar Lane. The screening shall be continuous

along the boundary with the exception of entry road right-of-way.

Attachments

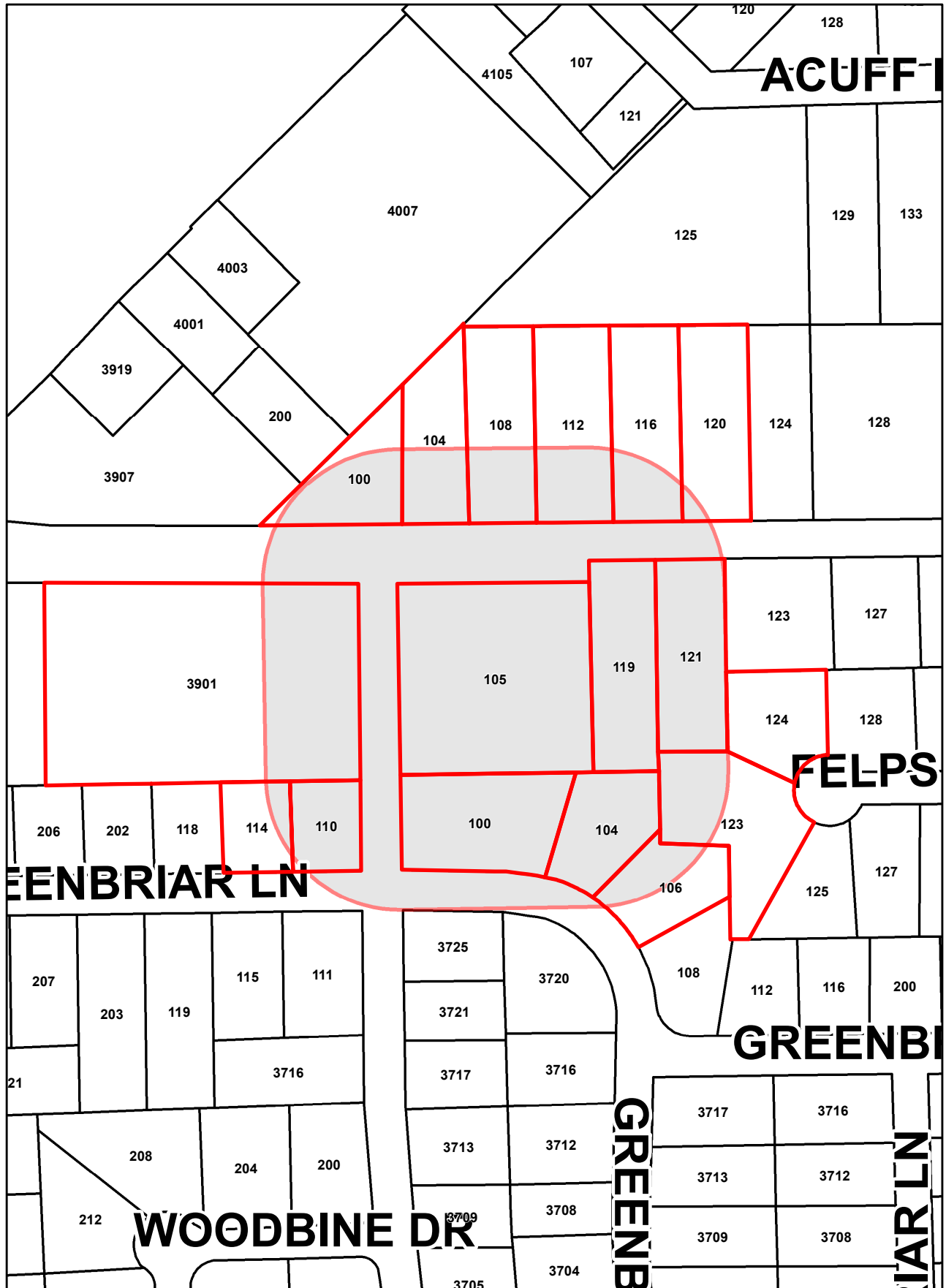
1. Location and Zoning Map
2. Aerial
3. Buffer Map
4. Notification List
5. Letters of Opposition
6. Letters of Support
7. Statement of Planning Objectives
8. Conceptual Site Plan
9. Small Lot Development Comparison Chart - 1996 to 2013
10. Ordinance O-85-600
11. Ordinance O-13-1887

[illegible]

Aerial



Buffer Map



Notification List

Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Situs Address
Wallace, David A Etux Cynthia	104 Greenbriar Ln	Colleyville	TX	76034	104 Greenbriar Ln
Brand, Donald R	121 Cheek Sparger Rd	Colleyville	TX	76034	121 Cheek Sparger Rd
Bevill, James H Etux Claudia M	119 Cheek Sparger Rd	Colleyville	TX	76034	119 Cheek Sparger Rd
Blue Star Land Lp	1 Cowboys Pkwy	Irving	TX	75063	3901 Colleyville Blvd
Harris, D Keith	108 Cheek Sparger Rd	Colleyville	TX	76034	108 Cheek Sparger Rd
Hahn, Edward & Doris Est	7500 Windswept Trl	Colleyville	TX	76034	100 Cheek Sparger Rd
Callaway, Curtis L & Trisha	124 Felps Ct	Colleyville	TX	76034	124 Felps Ct
Morrison, Pamela M	710 Whispering Wood Cir	Southlake	TX	76092	123 Felps Ct
Guest, Elizabeth V	106 Greenbriar Ln	Colleyville	TX	76034	106 Greenbriar Ln
Uhlenhaker, Ronnie R	PO Box 1705	Colleyville	TX	76034	105 CHEEK-SPARGER RD
Davila, Michael Etux Jennifer	100 Greenbriar Ln	Colleyville	TX	76034	100 Greenbriar Ln
Skinner, Edna Etvir Floyd D	110 W Greenbriar Ln	Colleyville	TX	76034	110 W Greenbriar Ln
Rhodes, Gregory Etux Frances	114 W Greenbriar Ln	Colleyville	TX	76034	114 W Greenbriar Ln
Howell, Dean G	104 Cheek Sparger Rd	Colleyville	TX	76034	104 Cheek Sparger Rd
Chatsworth Enterprises Llc	4413 Bowman Dr	Colleyville	TX	76034	112 Cheek Sparger Rd
Burns, Edward H	7713 Lexus Dr	Fort Worth	TX	76137	120 Cheek Sparger Rd
Woodbriar Estates HOA	412 Woodbriar Court	Colleyville	TX	76034	Courtesy Notice
Mark Howe, Applicant	6617 Precinct Line Road, Suite 200	North Richland Hills	TX	76182	Applicant

Public Hearing notices were mailed
Friday, June 21, 2013 by Taci Wrisley

Letters of Opposition

From: [keith h.](#)
To: [Taci Wrisley](#); [Bill Elliott](#); [Ron Ruthven](#)
Subject: Notice of Protest ;case # zc13-008
Date: Saturday, July 20, 2013 9:53:10 PM

19july2013

Notice of Protest

Please accept this Notice of Protest from me on the re-zone request on the property at ;
105 Cheek sparger rd.
Colleyville Tx.
case # ; ZC13-008
Applicant ; Mark Howe
requested zoning ; PUD-R

From ; D. Keith Harris
108 Cheek sparger rd.
Colleyville Tx. 76034

thank you; D.keith harris
19july2013

Letters of Opposition

From: [greg howell](#)
To: [Taci Wrisley](#)
Cc: [Bill Elliott](#); [Ron Ruthven](#)
Subject: 105 Cheek sparger rd
Date: Sunday, July 21, 2013 10:55:46 AM

July 21st 2013

RE: zoning case ZC13-008

Dear sir and madam,

Please let this server as my written protest to the zoning change requested by Mark Howe for the 1.94 acre lot located at 105 cheek sparger rd to change to PUD_R.

I as the owner of 104 cheek sparger rd think that the purposed change would not be in the best interest of the neighborhood..

Greg Howell

Letters of Opposition

July 23, 2013

Colleyville Planning & Zoning Commission
100 Main St.
Colleyville, TX 76034

To Whom it May Concern:

First, I apologize for not being able to deliver this message in person. I am getting on a plane to leave for vacation one hour before your meeting. Otherwise, I would be there.

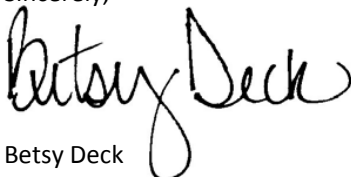
I have some concerns about the proposed development on the corner of San Bar and Cheek-Sparger Road. The conceptual site plan paints a picture of a high-density development in a low-density neighborhood. Nine homes on nearly two acres with a potential height of 35 feet will be a visual eye sore at the entrance of a beautiful, established neighborhood. I believe that will be higher than the commercial development next to it.

The building setbacks on the front and rear property lines are entirely too small. This will not be appealing visually or for resale value. In addition, the developer is only allowing for one way in and one way out of the neighborhood. The intersection of San Bar and Cheek-Sparger is an unusual one at best and currently causes challenges, especially during rush hour, with traffic suddenly merging out of the right turn only lane and into through traffic on Cheek-Sparger. Now, the cars that queue up along San Bar in the mornings will be forced to wait even longer to get on the main road. Furthermore, there are beautiful trees on the property and I don't see any intention of saving the existing trees on this plan.

I fell in love with our neighborhood because of the mature trees, wide roads and well built homes. The setbacks are appropriate for the neighborhood and allow neighbors to feel secluded in their own yards. I have many older neighbors that have recently moved out of our neighborhood, who didn't want to venture far away because they loved it so much. There is a great opportunity here to construct homes for an older demographic. However, I feel certain they would not purchase 2.5 story homes.

Please carefully evaluate this development and make sure it is a good fit for the neighborhood. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Betsy Deck". The signature is fluid and cursive, with the first name "Betsy" and the last name "Deck" clearly visible.

Betsy Deck
3601 Cliffwood Dr.
Colleyville, TX 76034
817-832-7783

Letters of Opposition

From: [Claudia Bevil](#)
To: [Taci Wrisley](#)
Subject: Letter to Commissioners with Land Use Table Comparison
Date: Monday, August 12, 2013 3:17:45 PM
Attachments: [Land Use Comparison.docx](#)
[Questions.docx](#)

August 12, 2013
City of Colleyville
Planning and Zoning Commission

RE: ZC13-008 – 105 Cheek Sparger Road - 8/12/13

Dear Commissioner:

My husband and I live at 119 Cheek Sparger Rd. 325 feet of our property borders the property at 105 Cheek Sparger Rd. which is the subject of the above referenced zoning case to be considered tonight. While I support the rezoning of the property from it's current zoning to residential, I cannot support the revised development plan.

Last Friday I received a diagram of the new development plan. After seriously reviewing the plan, I made a list of my questions concerning the plan (attached), created a Land Use Table Comparison (attached), documenting the differences between the plan that we were given on July 21st and the current plan. I forwarded those documents to Mr. Isbell on Friday. This morning, I received a response to my questions

Letters of Opposition

with the exception of the last question requesting protective barriers at the end of the proposed cul-de sac. I appreciate the effort he has put forth to keep us informed on the project.

During the hearing on July 22nd, you requested that the number of houses be reduced from 9 to 8. The objective of that request, as stated by several of you, was clearly to create more open space and reduce the density of the development!

While the new plan does include only 8 homes as you requested, it actually DECREASES the amount of open space from the original plan (14.02% new vs. 14.72% original). In this respect, it does NOT meet the desired results requested by the Commission. Additionally, this plan has decreased the density by a marginal .24 of one unit, taking it from 4.64 units per acre to 4.4 units per acre. I believe that to be a negligible decrease in density, once again failing to accomplish the objective.

Another difference I noticed is that the original Land Use Table note indicated a "lot coverage not to exceed 65 percent of the individual lot", whereas the new Land Use Table note indicates "lot coverage not to exceed 80 percent of the individual lot". This difference clearly impacts the density of the development. Without a doubt, the revised plan falls significantly short of accomplishing the desired outcome as

Letters of Opposition

requested by the Commission at the July 22, public hearing.

I ask that you deny or once again delay approval of this development plan on the basis that it has not accomplished the intended goals of more open space, while offering an insignificant decrease in density from the original plan.

Thank you for the time you dedicate to development within the City of Colleyville.

Sincerely,

Claudia Bevill
119 Cheek Sparger Road
Colleyville, TX 76034
817-849-1360

Letters of Opposition

Land Use Table Comparison ZC13-008 – 105 Cheek Sparger Road - 8/12/13

The revised Land Use Table has successfully reduced the number of lots from 9 to 8 as requested by the Commission. However, this only reduces the density by .24 of a unit, still a significant variance from the required density set forth in the development code. Has this small reduction in density met the objective of the request by the Commission during the July 22nd Public Hearing?

In reducing the number of houses, the Commission's stated objective was not only to decrease the density, but also INCREASE the open space area for the development. Please note that the open space provided under the new plan is actually REDUCED from the original plan, clearly falling short of the Commission's objective.

Also note the original land use table indicated lot coverage shall not exceed 65 percent of the individual lot where as the current land use table allows for the lot coverage not to exceed 80 percent of the individual lot, decreasing the number of houses but increasing the size of the lot coverage.

Additionally, in the original land use table the development is for 1.94.09 acres whereas under the new land use table, the development is for 1.82 acres. Why did this number change?

Current Land Use Table

LAND USE TABLE

AREA OF DEVELOPMENT	1.82 ACRES (79,466 SF)
NUMBER OF UNITS	8
OPEN SPACE	11,142 SF (14.02%)
DENSITY	4.40 UNITS/AC
MAX BUILDING HEIGHT	2-1/2 STORIES OR 35 FEET
FRONT BUILDING LINE	10 FEET FOR J-SWING & 20 FEET FOR FRONT ENTRY
REAR BUILDING LINE	10 FEET

NOTES:

1. LOT COVERAGE SHALL NOT EXCEED 80 PERCENT OF THE INDIVIDUAL LOT.

Original Land Use Table

LAND USE TABLE

AREA OF DEVELOPMENT	1.9409 ACRES (84,544 SF)
NUMBER OF UNITS	9
OPEN SPACE	12,444 SF (14.72%)
DENSITY	4.64 UNITS/AC
MAX BUILDING HEIGHT	2-1/2 STORIES OR 35 FEET

NOTES:

1. LOT COVERAGE SHALL NOT EXCEED 65 PERCENT OF THE INDIVIDUAL LOT.

Letters of Opposition

QUESTIONS FOR DEVELOPER

DRAINAGE AND RIGHT OF WAY

- The new plan does not include the detention pond. What is the new drainage plan?

DEVELOPER RESPONSE

This is the zoning exhibit, the detention area was conceptual and shown on the drainage plan. We will still have a detention area and it will be in the same location as before, working around as many trees as possible, etc.

- Prefer sidewalk install as opposed to escrow

DEVELOPER RESPONSE

The sidewalk vs escrow has more to do with the eventual improvements the city does on Cheek Sparger.

- Will the City or HOA maintain the 35' between the sidewalk and the drainage ditch?

DEVELOPER RESPONSE

That land will belong to the city.

DEVELOPMENT ON THE EASTERN PROPERTY LINE

- The current plan requires a 142' wood fence on the east side of lot #4 (builder or developer). As discussed previously, can that fence be extended toward the north (to the southern corner of our house) to lend more privacy to our property?

DEVELOPER RESPONSE

As before, we have some flexibility on where to transition between the fences and we can work with you on that.

- Will the wooden fence still include metal poles and a concrete mow strip in keeping with the previous plan but not indicated on the new plan?

DEVELOPER RESPONSE

Yes, metal poles and a mow strip.

- As previously discussed, will the wood fence be installed before the development of the lots?

DEVELOPER RESPONSE

The fence won't be constructed while the lots are being developed, but can go up before the construction starts on the houses. Meaning, as we are grading the lots, putting in sewer, water, drainage, etc, there won't yet be a fence. I think when we talked about it before, I spoke about the house construction instead.

Letters of Opposition

- 6' wrought Iron fence on east side by developer; will that include a concrete mow strip?

DEVELOPER RESPONSE

There won't be a mow strip for the iron fence. That would hurt our flexibility in jogging around and protecting the trees.

MISCELLANEOUS

- Do we still have a commitment to save all existing trees where possible, especially on the east side fence line of the development?

DEVELOPER RESPONSE

Yes, those trees on/near the fence line that we talked about are still safe.

- Location of utility poles and location of street lights?

DEVELOPER RESPONSE

Utility locations have not been determined

- NOTES: #3 - Lot 4 Builder can build within 1' of fence line? How can that fence be maintained and accessed by the HOA?

DEVELOPER RESPONSE

I guess I don't understand the question regarding lot 4. We need to maintain a certain distance between structures under the fire/building code. The language of "5' and 3' or 1' and 7'" reflects that. It's something the engineer put in to highlight setbacks, which differ within the development based on a lot's adjacency to another.

- Can barriers be installed at the center of the cul-de-sac in the common area to prevent an out of control vehicle from coming through the wood fence?

THIS HAS NOT BEEN ADDRESSED

DEVELOPER COMMENTS

As for reducing the lots from 9 to 8, we did that as you'll recall as a specific request of the P&Z chair. The other things regarding the open space we're viewing as suggestions.

Letters of Opposition

From: [Claudia Bevill](#)
To: [Taci Wrisley](#)
Subject: FW: Drainage/high grass and weeds
Date: Monday, August 12, 2013 3:29:29 PM

Hi Taci! This is the email I sent to the Public Works Department earlier today. In it I mention the proposed development and potential problems with the drainage.

My husband believes the City Departments should look at this rather than the P&Z, but since you asked, I'm sending it along!

Regards,
Claudia Bevill

From:
To: blowry@colleyville.com
CC: jfadden@colleyville.com
Subject: Drainage/high grass and weeds
Date: Mon, 12 Aug 2013 10:36:35 -0500

Dear Mr. Lowry,

My home is at 119 Cheek Sparger Rd. and the attached photos were taken today. Pictured is the drainage ditch that runs in front of our property. I measured the grass at the far end of the drain at 46 inches (up to my shoulders). I am certain this is not acceptable by the standards set forth in our City Code. Who is maintaining this? If we had a heavy rain over several days, this ditch in it's current state could not effectively move the water and could result in flooding to the surrounding homes as well as the roadway. I have had to continue calling and monitoring this lack of maintenance for the past 11 years. Is there not a schedule for maintenance?

Additionally, there is a development plan before the P&Z Commission to develop the approx 2 acres to our immediate west, which could present serious problems during the development phase when the ground is turned and dirt will wash into the ditch, making it more shallow and less effective for carrying the run off. I would rather address that before, not after the fact. The developer has dedicated an additional 35' off Cheek Sparger (running the distance from San Bar to our property line - approx 273'). Since the City is not maintaining the right of way area that currently exists, what can we expect in the future in

Letters of Opposition

the way of maintenance with an additional 35'x273'?

In conjunction with the development of this property (105 Cheek Sparger) I would like to suggest improvements to the drainage from San Bar east to Felps Dr. I hope you will evaluate the situation and consider some type of improvement to this unsightly, poorly maintained drainage area where impending development could create a threat to the current residents in this area.

Kindest Regards,
Claudia Bevill
817-849-1360



Letters of Opposition



Letters of Opposition

From: [Claudia Bevill](#)
To: [Ron Ruthven](#); [Larry Knox](#); [jeff.byerly@tx.rr.com](#); [dwheelwright@me.com](#); [Dave Dudziak](#); [Don Davis](#); [jim.gotcher@verizon.net](#); [phelps-david@swbell.net](#)
Cc: [Taci Wrisley](#)
Subject: Letter of Opposition to ZC13-008
Date: Monday, August 26, 2013 3:55:37 PM
Attachments: [LETTER OF OPPOSITION.docx](#)

Dear Sirs:

Attached please find my letter of opposition to Zoning Case 13-008 including appendices.

Respectfully,
Claudia Bevill

Taci, will you please print this out for the Commissioner's packets. Thank you!

Note to Taci and Ron: Thank you for all the help you have provided. I appreciate your hard work on behalf of the citizens of Colleyville.

Letters of Opposition

LETTER OF OPPOSITION

August 26, 2013

City of Colleyville
Community Development Department
Mr. Ron Ruthven, Director
Planning and Zoning Commissioners
100 Main Street
Colleyville, TX

RE: Zoning Case 13-008

Dear Mr. Ruthven and Commissioners:

Please accept this letter of opposition to ZC 13-008.

While it is true that the applicants in this case have made numerous changes to the plan, as well as a few concessions in an effort to move forward in this case, the most needful goals have not been achieved. I oppose this case for the following reasons:

1. With respect to lot coverage, the applicant has reduced the original proposed 80% lot coverage to 65% and while that has apparently satisfied some, it is still well above the historical average of 57% lot coverage for these type developments. Though it is a concession on the part of the applicant, this is still unacceptable.
2. Regarding density; during the meeting of August 12th, several Commissioners expressed ongoing concerns relative to the density of 4.4 units per acre, exceeding the 3.8 average of other small lot developments. That number has not changed as Mr. Howe stated, he is not willing to further alter the number of lots. This is variance is dramatic and unacceptable to our neighborhood as indicated by the number of neighbors opposing this case.
3. Pertaining to lot size - While PUD-R regulations require a minimum lot size of 13,000 square feet, the proposed average lot size of 6,874 square feet barely exceeds half of the PUD-R requirement. The average lot size for other small lot developments within the City (excluding townhomes) is 7,111 square feet. Also, I'd like to point out that 6 of the 8 lots (or 75%) included in this plan come in well under the average of 7,111 square feet. While this may seem like a small difference, it is one more variance from the norm and erodes one more element of the desired standard.
4. Additionally you requested that the open space be increased to comply more nearly with the 20% requirement. Although it is clear the applicant has "worked" at the "appearance" of compliance, this plan is still unacceptable. The obvious change is that the applicant shortened the length of the street and rearranged the lots. (This arrangement is to our detriment.) However, in an effort achieve the 17.6% open space that is reflected in the new site plan, one thing I find puzzling is that the outer corner (outside the masonry fence) at San

Letters of Opposition

Bar and Cheek Sparger (1B) has been included in the open space calculation and similarly the front corners of lots numbered 1 and 8 (1A and 8 A) are included in the open space calculation reflected in the Land Use Table. Omitted from the Land Use Table, but included in the calculation provided, is the island in the street (8B). I believe these broken segments of "open space" simply serve to bump up the open space calculation and do nothing to accomplish the intent of the open space requirements stated in the Master Plan (Chapter 3.9) "to ensure that open space areas function as quality areas for the neighborhood." The actual functional area of this open space plan, if you include the 8B segment equates to 17.2 % and without that segment, it is just 15.8%. While this may seem like a small issue, it looks like a numbers game to me and even at that, it falls short of the required/requested 20% as well as the historic average of 20.8% open space for small lot developments and continues to dilute the standard. This too, is unacceptable.

Regardless of how many changes the applicant has made from the original plan, he is still out of sync with the Development Code as well as historical averages, and more importantly, the requests for compliance by the Commission. Even after two previous hearings on this case, the applicant continues to challenge the limits on density (4.4 vs 3.8) and on lot coverage (65% vs 57%), coming in over the historic average in these areas; and on lot size (6,874sf vs 7,111sf) and open space (17.6%(questionable) vs 20.8%), coming in under the historic average. The plan has earned a score of "0" on compliance in these four critical areas of development. To date, 38% of the neighbors on the notification list have registered opposition to this development (Appendix B).

Please deny this request.

Sincerely,

Claudia Bevill

Additional Comments and Concerns - Appendix A
Opposition Details - Appendix B
Requests and Conditions - Appendix C

Letters of Opposition

APPENDIX A – ADDITIONAL COMMENTS AND CONCERNS

STATEMENT OF PLANNING OBJECTIVES

The applicant states in his planning objectives that this property “has not been developed into an office type development because over the years, that has proven to not be the highest and best use for the property.” I differ with this statement. The property has not been developed in the past because the owner lived adjacent to the land. Since he no longer resides near the property, it is now for sale and the developer is seeking a dense residential development without the best interest of the surrounding residents in mind.

The idea that these homes will appeal to empty-nesters is another misnomer. I don't know one empty nester that is looking for a “straight up” two story home. Even Mr. Isbell discussed with us the fact that people will want these homes because they want to send their children to Colleyville schools (nothing about empty-nesters). Additionally, I don't believe the businesses along Highway 26 will be impacted one way or another by the commerce resulting from the anticipated eight “empty nesters” who might occupy these homes.

SMALL LOT DEVELOPMENT INVENTORY

Using the Small Lot Development Chart as a historic reference, there have been no small lot developments approved in Colleyville within the past five years (or since 2008) until this year. This calendar year, you have already approved two such plans (Ivy Glen and The Preservation – a total of 46 lots). Before moving forward with additional small lot developments, I believe it would be in the best interest of the City and our residents to slow this process down. We should ask ourselves if the integrity of our city is slowly being eroded by these non conforming developments.

Over the past few days I have driven several of these developments within Colleyville and you may be surprised to learn that even 6 to 9 years after approval, there are still undeveloped lots in subdivisions such as Copperglen approved in 2004, (3 lots vacant, 1 under construction), Arbor Estates at Colleyville approved in 2007, (1 vacant, 1 under construction), and Cambridge Place, also approved in 2004 (2 under construction, 1 vacant and 2 for sale). From this, one could conclude that this type housing is not in high demand in Colleyville after all. These high dollar, tall, narrow houses built one on top of the other, towering above the surrounding single family homes, each complete with one front yard tree, may work for inner-city living, but are not compatible with suburban living.

Letters of Opposition

TREES

The property in question is covered with over 50 native trees (not including the trees on the property line that have promise of protection. What a shame to develop this land in such a way as to lose the majority of these trees. They are really irreplaceable and a Colleyville treasure.

DRAINAGE

We are seriously concerned about drainage issues from development of this property both during development and post development. We have requested drainage information for this development several times and have simply been told by the applicant “we can’t let water run from our development across your land.” That is not at all reassuring. Although they may not intend to cause any drainage issues, it can certainly happen, as in the Coventry Addition and Country Way situation. No one wants to have their property devalued due to such a careless act on the part of someone who did not plan well. The Country Way residents are victims with no recourse. For over 6 years, they have tolerated this flooding of their properties that occurred through no fault of their own. Who is going to protect us from a poorly designed drainage plan? Who is going to “fix” it if drainage problems occur as a result of this development? My concern is not only for my property, but for my neighbors downstream.

Letters of Opposition

APPENDIX B – OPPOSITION DETAILS

To date the following residents have registered their opposition to ZC13-008. This represents 38% of those on the notification list; add to this additional neighbors who oppose this case on 8/26 as you consider your decision.

1. Mr. Greg Howell, 104 Cheek Sparger Rd.
2. Claudia Bevill, 119 Cheek Sparger Rd.
3. David and Cynthia Wallace, 104 Greenbriar Ln.
4. Gary Guthrie, 505 Woodbriar Ln. (representing Woodbriar Estates HOA)
5. Mike Davila, 100 Greenbriar Ln.
6. Elizabeth Guest, 106 Greenbriar Ln.
7. Keith Harris, 108 Cheek Sparger Rd.
8. Betsy Deck, 3601 Cliffwood (not on the notification list)

Letters of Opposition

APPENDIX C – REQUESTED CONDITIONS FOR APPROVAL

Although this development fails to meet the standards of development in any area of development criteria, should you elect to approve this plan, the following conditions are requested to be documented and approved by the Commission:

- Stipulate in the PUD that the privacy fence along the eastern property line be constructed as early as possible in the development process and prior to the issuance of any building permits for this tract.
- Maintenance of the fence is the ongoing responsibility of the developer/builder until such time as the HOA is functioning, at which time it becomes the responsibility of the HOA
- In the interest of privacy, not only for our home, but for the Davila (100 Greenbriar) and Wallace (104 Greenbriar) families) the stipulation that the largest lot (5) be restricted to a single story structure due to the way it is situated on the lot. (see concept site plan). As it currently stands (diagonal) windows on the north east will seriously threaten the privacy to our family room.
- Conditions associated with drainage and storm water runoff shall be set and enforced at the time of platting to ensure minimization of silt/sedimentation runoff and the attendant damage to adjacent properties during lot clearing and construction of this development.
- Provide location for the detention pond as well as an outline that details the maintenance responsibilities and procedures for the detention pond both now and in the future
- City of Colleyville Public Works Department assessment of current drainage ditch running from San Bar toward Felps and suggested measures for improvement to assist with run-off during big rain events. With this development, we do not want to be victims to another Coventry/Country Way situation. Who is willing to assure us that this will not happen?
- Preservation of ALL mature trees along the 325' property line between 105 and 119 Cheek Sparger as repeatedly promised by the developer. (there is no provision for this in the proposed ordinance).
- In accordance with the Colleyville Pathways Plan, sidewalks are required to be constructed along the frontage of Cheek Sparger Road and San Bar Lane. No escrow waiver.
- Reasonably strict adherence to the Development Schedule and tree preservation throughout the development phase

Comparison Chart for Zoning Case 13-008

VARIANCE REQUESTED	HISTORIC AVERAGE FOR SMALL LOT DEVELOPMENT	ZC 13-008 PROPOSED
DENSITY	3.8%	4.4%
MAXIMUM LOT COVERAGE	57%	65%
MINIMUM LOT SIZE	7,111	6,874
OPEN SPACE	20.8%	17.6%

Letters of Opposition

September 25, 2013
City of Colleyville
Planning and Zoning Commission
Mr. Ron Ruthven, Director of Community Development
City of Colleyville City Council

ZC13-008

Dear Sir/Madam:

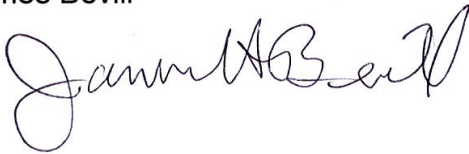
Please let this letter serve as notice that any and all letters of support signed by me regarding the above referenced zoning case (ZC13-008) are hereby withdrawn by way of this letter. (see July 22 supporting documents)

Thank you.

Claudia Bevill



James Bevill



Letters of Opposition

October 2, 2013

City of Colleyville
Mayor and City Council
Ron Ruthven, Director of Community Development
Amy Shelley, City Secretary

RE: ZC 13-008 – Corner of Cheek Sparger Rd. and San Bar Lane

Dear Mayor Kelly and Council Members,

Attached is a chart comparing the City of Colleyville development requirements and historic averages to the variances requested by the applicants for Zoning Case 13-008. If provided an opportunity, I will address this with you during the Council meeting October 2, 2013. I hope this chart will be helpful.

My husband and I own the property along the east side of the development (325'). It is our home and we are both highly opposed to this dense development in such a small space adjacent to our property.

The proposed plan requesting multiple variances, by fair standards, is over development at its worst. Please accept this letter of opposition as our official protest.

Sincerely

James and Claudia Bevill
119 Cheek Sparger Rd
Colleyville, TX 76034
817.849.1360

CC ZONED

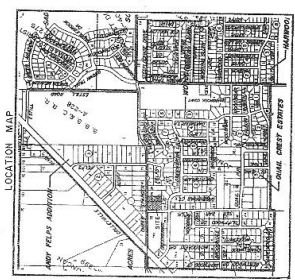


CHEEK-SPARGER ROAD

SAN BAR LANE

ZONED R-15

PHASE 1	BUILDING AREA	5990 sq.ft.
	PARKING REQD.	20 spaces
	PARKING PRVD.	46 spaces
PHASE 2 (CUMULATIVE)		
	BUILDING AREA	11890 sq.ft.
	PARKING REQD.	40 spaces
	PARKING PRVD.	62 spaces
PHASE 3 (CUMULATIVE)		
	BUILDING AREA (19%)	15900 sq.ft.
	PARKING REQD.	53 spaces
	PARKING PRVD.	76 spaces
R.O.W. DEDICATION		3492 sq.ft.
LANDSCAPED AREA		29732 sq.ft.
TOTAL AREA		1.86 acres

[illegible]

ZONING REQUEST EXHIBIT
CITY OF COLLEYVILLE, TEXAS

	EXISTING ZONING	R-15/R-20
	PROPOSED ZONING	PUD-C
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DEVELOPER: BOLLINGER C.M., INC.
3301 AIRPORT FRM. SUITE 110
BEDFORD, TX. 76021
(817) 371-1944

OWNER: DR. JERRY MILLS
1851 CENTRAL DR
BEDFORD, TX. 76021
(817) 283-4671



WASHINGTON/WALLACE, INC.
ENGINEERS • PLANNERS • SURVEYORS
503 GRAPEVINE HWY. • SUITE 203
MIDWEST TOWNSHIP, ILL. 61743-0037

EROSION OF CITY DEVELOPMENT STANDARDS
Comparison Chart for Zoning Case 13-008

VARIANCE REQUESTED	HISTORIC AVERAGE FOR SMALL LOT DEVELOPMENT	ZC 13-008 PROPOSED
DENSITY	3.8%	4.4%
MAXIMUM LOT COVERAGE	57%	65%
MINIMUM LOT SIZE	7,111 sq ft*	6,874sq ft
OPEN SPACE	20.8% (required 20%)	16.2%

*excludes townhomes

Letters of Opposition

Date: <u>7-22-13</u>	SPEAKER CARD
☐ I will speak In Support of this item.	
☒ I will speak In Opposition to this item.	
☐ I do not wish to speak, but please record my: ☐ support ☐ opposition	
Agenda Item Number: <u>7C13-008</u>	
Name: <u>Greg Howell</u>	
Address: <u>104 Cheek SPAN</u>	
City: <u>Colleyville</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: <u>8177885493</u>	Representing: <u>owner</u> (organization/self)
I understand I am limited to speaking for five minutes.	
For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.	
Signed: <u>[Signature]</u>	
This information is a Public Record.	

Date: <u>7/22/2013</u>	SPEAKER CARD
☐ I will speak In Support of this item.	
☐ I will speak In Opposition to this item.	
☒ I do not wish to speak, but please record my: ☐ support ☒ opposition	
Agenda Item Number: <u>4b</u>	
Name: <u>Cynthia Wallace</u>	
Address: <u>104 Greenbriar Lane</u>	
City: <u>Colleyville</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: <u>214-707-4903</u>	Representing: <u>self</u> (organization/self)
I understand I am limited to speaking for five minutes.	
For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.	
Signed: <u>Cynthia Wallace</u>	
This information is a Public Record.	

Letters of Opposition

SPEAKER CARD	
Date: _____	
☐ I will speak In Support of this item.	
☐ I will speak In Opposition to this item.	
☐ I <u>do not wish to speak</u> , but please record my: ☐ support ☐ opposition	
Agenda Item Number: _____	
Name: <u>GARY GUTHRIE</u>	
Address: <u>585 WOODBRIDGE LN</u>	
City: <u>COLLEYVILLE</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: _____	Representing: _____ (organization/self)
<i>I understand I am limited to speaking for five minutes.</i>	
<i>For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.</i>	
Signed: <u>[Signature]</u> This information is a Public Record.	

SPEAKER CARD	
Date: <u>7/22/13</u>	
☐ I will speak In Support of this item.	
☒ I will speak In Opposition to this item.	
☐ I <u>do not wish to speak</u> , but please record my: ☐ support ☐ opposition	
Agenda Item Number: <u>4b</u>	
Name: <u>Mike Davila</u>	
Address: <u>100 Greenbriar Ln</u>	
City: <u>Colleyville</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: <u>214 563-2211</u>	Representing: <u>Self</u> (organization/self)
<i>I understand I am limited to speaking for five minutes.</i>	
<i>For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.</i>	
Signed: <u>[Signature]</u> This information is a Public Record.	

Letters of Opposition

Date: _____	SPEAKER CARD
☐ I will speak In Support of this item.	
☒ I will speak In Opposition to this item.	
☐ I <u>do not wish to speak</u> , but please record my: ☐ support ☐ opposition	
Agenda Item Number: _____	
Name: <u>GARY GUTHRIE</u>	
Address: <u>505 WOODBRIAR LN</u>	
City: <u>COLLEYVILLE</u> State: <u>TX</u> Zip Code: <u>76034</u>	
Telephone Number: <u>817-581-7846</u> Representing: <u>WEHA</u> (organization/self)	
<i>I understand I am limited to speaking for five minutes.</i>	
<i>For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.</i>	
Signed: <u>[Signature]</u> This information is a Public Record.	

Date: <u>8-12-2013</u>	SPEAKER CARD
☐ I will speak In Support of this item.	
☒ I will speak In Opposition to this item.	
☐ I <u>do not wish to speak</u> , but please record my: ☐ support ☐ opposition	
Agenda Item Number: <u>3a</u>	
Name: <u>Claudia Berill</u>	
Address: <u>119 Cheek Sparger</u>	
City: <u>Colleyville</u> State: <u>Tx</u> Zip Code: <u>76034</u>	
Telephone Number: <u>817-8491360</u> Representing: _____ (organization/self)	
<i>I understand I am limited to speaking for five minutes.</i>	
<i>For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.</i>	
Signed: <u>Claudia Berill</u> This information is a Public Record.	

Letters of Opposition

Date: 8/12/13

SPEAKER CARD

☐ I will speak In **Support** of this item.

☐ I will speak In **Opposition** to this item.

☒ I do not wish to speak, but please record my: ☐ support ☒ **opposition**

Agenda Item Number: 3a

Name: David Wallace

Address: 104 Greenbriar Ln

City: Colleyville

State: TX Zip Code: 76034

Telephone Number: 817 821 6234

Representing: Self
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: David Wallace

This information is a Public Record.

Date: 8-12-13

SPEAKER CARD

☐ I will speak In **Support** of this item.

☐ I will speak In **Opposition** to this item.

☒ I do not wish to speak, but please record my: ☐ support ☒ **opposition**

Agenda Item Number: 3a

Name: Cyndi Wallace

Address: 104 Greenbriar Lane

City: Colleyville

State: TX Zip Code: 76034

Telephone Number: 214-707-4903

Representing: self
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: Cyndi Wallace

This information is a Public Record.

Letters of Opposition

Date: <u>7-22-2013</u>		SPEAKER CARD	
☐ I will speak In Support of this item.			
☐ I will speak In Opposition to this item.			
☒ I do not wish to speak, but please record my: ☐ support ☒ opposition			
Agenda Item Number: <u>46</u>			
Name: <u>Elizabeth Guest</u>			
Address: <u>106 Greenbriar Lane</u>			
City: <u>Colleyville</u>		State: <u>TX</u>	Zip Code: <u>76034</u>
Telephone Number: <u>817-503-8750</u>		Representing: <u>Self</u> (organization/self)	
I understand I am limited to speaking for five minutes.			
For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.			
Signed: <u>Elizabeth Guest</u>			
This Information is a Public Record.			

Date: <u>8/12/13</u>		SPEAKER CARD	
☐ I will speak In Support of this item.			
☒ I will speak In Opposition to this item.			
☐ I do not wish to speak, but please record my: ☐ support ☐ opposition			
Agenda Item Number: <u>3</u>			
Name: <u>Betsy Deck</u>			
Address: <u>3201 Cliffwood Dr.</u>			
City: <u>Colleyville</u>		State: <u>TX</u>	Zip Code: <u>76034</u>
Telephone Number: _____		Representing: <u>Self</u> (organization/self)	
I understand I am limited to speaking for five minutes.			
For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.			
Signed: <u>Betsy Deck</u>			
This Information is a Public Record.			

Letters of Opposition

Date: _____		SPEAKER CARD	
☐	I will speak In Support of this item.		
☒	I will speak In Opposition to this item.		
☐	I do not wish to speak, but please record my:	☐ support	☒ opposition
Agenda Item Number: <u>5a</u>			
Name: <u>Claudia Bevil</u>			
Address: <u>119 Cheek Sparger Rd.</u>			
City: <u>Colleyville</u>		State: <u>TX</u>	Zip Code: <u>76034</u>
Telephone Number: <u>817-8491360</u>		Representing: <u>Self</u> (organization/self)	
I understand I am limited to speaking for five minutes.			
For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.			
Signed: <u>Claudia Bevil</u>			
This information is a Public Record.			

Date: <u>8/12/13</u>		SPEAKER CARD	
☐	I will speak In Support of this item.		
☒	I will speak In Opposition to this item.		
☐	I do not wish to speak, but please record my:	☐ support	☒ opposition
Agenda Item Number: <u>3a</u>			
Name: <u>Mike Davila</u>			
Address: <u>100 Greenbriar Ln</u>			
City: <u>Colleyville</u>		State: <u>TX</u>	Zip Code: <u>76034</u>
Telephone Number: <u>2145632211</u>		Representing: <u>Self</u> (organization/self)	
I understand I am limited to speaking for five minutes.			
For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.			
Signed: <u>[Signature]</u>			
This information is a Public Record.			

Letters of Opposition

Date: _____	SPEAKER CARD
☐ I will speak In Support of this item.	
☒ I will speak In Opposition to this item.	
☒ I do not wish to speak, but please record my: ☐ support ☐ opposition	
Agenda Item Number: <u>5a</u>	
Name: <u>Mike Davila</u>	
Address: <u>100 8088 Greenbriar Ln</u>	
City: <u>Colleyville</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: <u>2145632211</u> Representing: <u>Self</u> (organization/self)	
I understand I am limited to speaking for five minutes.	
For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.	
Signed: <u>[Signature]</u>	
This information is a Public Record.	

Date: <u>8-26-13</u>	SPEAKER CARD
☐ I will speak In Support of this item.	
☒ I will speak In Opposition to this item.	
☐ I do not wish to speak, but please record my: ☐ support ☒ opposition	
Agenda Item Number: <u>5A</u>	
Name: <u>JAMES BEVILL</u>	
Address: <u>119 CHEEK SPARGER</u>	
City: <u>COLLEYVILLE</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: <u>817-849-1360</u> Representing: <u>[Signature]</u> (organization/self)	
I understand I am limited to speaking for five minutes.	
For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.	
Signed: <u>[Signature]</u>	
This information is a Public Record.	

Letters of Opposition

Date: <u>8/26/13</u>	SPEAKER CARD
☐ I will speak In Support of this item.	
☐ I will speak In Opposition to this item.	
☒ I do not wish to speak, but please record my: ☐ support ☒ Opposition	
Agenda Item Number: <u>5a</u>	
Name: <u>Cynthia Wallace</u>	
Address: <u>104 Greenbriar Ln.</u>	
City: <u>Colleyville</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: <u>214-707-4903</u>	Representing: <u>Self</u> (organization/self)
I understand I am limited to speaking for five minutes.	
For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.	
Signed: <u>Cynthia Wallace</u>	
This information is a Public Record.	

Date: <u>8/26/13</u>	SPEAKER CARD
☐ I will speak In Support of this item.	
☐ I will speak In Opposition to this item.	
☒ I do not wish to speak, but please record my: ☐ support ☒ Opposition	
Agenda Item Number: <u>5a</u>	
Name: <u>David Wallace</u>	
Address: <u>104 Greenbriar Ln</u>	
City: <u>Colleyville</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: <u>817-821-6234</u>	Representing: _____ (organization/self)
I understand I am limited to speaking for five minutes.	
For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.	
Signed: <u>David Wallace</u>	
This information is a Public Record.	

Letters of Opposition

SPEAKER CARD

Date: 8/10/2013

Agenda Item Number: 5a

For example: **5a (this can be found on the far left side of the agenda copy)**

_____ I will speak **In Support** of this item. ☒ I will speak **In Opposition** to this item.

_____ I do not wish to speak, but please record my: _____ **support** _____ **opposition**

Name: Daniel Morrison

Address: 123 Felps Ct.

City: Colleyville, TX, 76034

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: Daniel Morrison

This information is a Public Record

Letters of Opposition

SPEAKER CARD

Date: 10-2-13

Agenda Item Number: 5A

For example: 5a (this can be found on the far left side of the agenda copy)

~~I~~ I will speak **In Support** of this item. ~~I~~ I will speak **In Opposition** to this item.

I do not wish to speak, but please record my: support opposition

Name: Claudia Beville

Address: 119 Cheek Sparger Rd City: Colleyville TX
76034

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: Claudia Beville

This information is a Public Record

Letters of Opposition

SPEAKER CARD

Date: 10/2/13

Agenda Item Number: 5A

For example: 5a (this can be found on the far left side of the agenda copy)

_____ I will speak **In Support** of this item. _____ I will speak **In Opposition** to this item.

X I do not wish to speak, but please record my: _____ support X opposition

Name: LOWELL MORRISON

Address: 123 Felps CT (owner within 200' of subject) City: COLLEYVILLE

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: Lowell Morrison

This information is a Public Record

Letters of Opposition

Date: 10-2-13

SPEAKER CARD

☐ I will speak **In Support** of this item.

☐ I will speak **In Opposition** to this item.

☒ I do not wish to speak, but please record my: ☐ support ☒ **opposition**

Agenda Item Number: 5A

Name: JAMES BEVILL

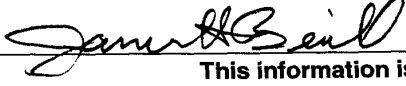
Address: 119 CHEEK SPARGER

City: COLLEYVILLE State: TX Zip Code: 76034

Telephone Number: 817-849-1360 Representing: SELF
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: 

This information is a Public Record.

Letters of Opposition

SPEAKER CARD

Date: 10-2-13

Agenda Item Number: 5A

For example: **5a (this can be found on the far left side of the agenda copy)**

_____ I will speak **In Support** of this item. _____ I will speak **In Opposition** to this item.

X I do not wish to speak, but please record my: _____ support X opposition

Name: James Beville

Address: 119 Cheek Sparger Rd City: Colleyville TX
76034

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: See attached signature
This information is a Public Record

*Please accept the attached as Jon Beville is
out of town and unable to attend.*

Letters of Support

From: [Jerry Bennett](#)
To: [Taci Wrisley](#)
Subject: Proposed Rezoning Change on Cheek Sparger Road
Date: Friday, September 13, 2013 10:43:38 AM

Dear Ms. Wrisley,

I live at 3705 Briarhaven Lane in Colleyville, in Woodbriar Estates. This is to let you know and to put on record that I am delighted that a developer wants to build residential homes in the vacant area on the east corner of Cheek-Sparger and San Bar Lane. This will be a great asset to this part of Colleyville and will raise home values all around.

I do not want the vacant property to remain as commercial zoning. I fear having something being built on that property like another "99 Cent Store." The one that is nearby looks like something you would see in a third-world country and we don't need another one or something like it.

For whatever it is worth, I was not contacted either by the city or by anyone on the board of Woodbriar Estates Homeowner's Association (WEHA) as to my opinion of the zoning change. Therefore, my reason for sending this e-mail to you.

It is my understanding that someone representing WEHA attended 3 P&Z meetings to formally request that the P&Z not approve the zoning change request and that a motion to approve the rezoning request was made in a 4-for and 2-against vote.

I sincerely regret that I did not attend any of the meetings to express my desire to see that property made residential rather than commercial.

It is my understanding that at the WEHA board meeting which was held on September 10, 2013, the board was to decide whether or not to contest the zoning change at the next city council meeting when the council will approve or deny the zoning change. To date, I do not know what the board decided. However, I plan to be at the city council meeting on 9-17 and plan to speak in favor of the zoning change, if that step becomes necessary.

Keep in mind that there are about 200 or more households in Woodbriar Estates. You have heard the opinion of the WEHA board of 12 members. The WEHA board does not speak for me and I am sure they don't speak for many of the other homeowners.

If you could forward this e-mail to city council members, I would very much appreciate it, as I do not have their e-mail addresses.

Thank you for your attention to this matter and please call me if you have any questions.

Mary Bennett
817-577-8838

Letters of Support

Date: _____

SPEAKER CARD

☒ I will speak **In Support** of this item.

☐ I will speak **In Opposition** to this item.

☐ I do not wish to speak, but please record my: ☐ support ☐ opposition

Agenda Item Number: 4b

Name: Claudia Bevil

Address: 119 Cheek Sparger Rd

City: Colleyville

State: TX

Zip Code: 76034

Telephone Number: 817-849-1360

Representing: self

(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: CB

This information is a Public Record.

Date: 2-22-13

SPEAKER CARD

☒ I will speak **In Support** of this item.

☐ I will speak **In Opposition** to this item.

☐ I do not wish to speak, but please record my: ☐ support ☐ opposition

Agenda Item Number: 4B

Name: JAMES BEVILL

Address: 119 CHEEK SPARGER

City: COLLEVILLE

State: TX

Zip Code: 76034

Telephone Number: 817-849-1360

Representing: _____

(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: JB

This information is a Public Record.

Letters of Support

SPEAKER CARD

Date: 10-2-13

Agenda Item Number: 5A

For example: **5a (this can be found on the far left side of the agenda copy)**

☒ I will speak **In Support** of this item. ☐ I will speak **In Opposition** to this item.

☐ I do not wish to speak, but please record my: ☐ **support** ☐ **opposition**

Name: MARY BENNET

Address: 3705 BRISKINVEN LN City: COLLEYVILLE

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: MARY BENNET

This information is a Public Record

Statement of Planning Objectives

August 21, 2013

Briar Grove

Located at the SEC of Cheek-Sparger and San Bar

Zoning change from PUD-C to PUD-R

Revised Statement of Planning Objectives

Steve Isbell and Mark Howe have a contract to acquire approximately 2 acres of land at the southeast corner of Cheek Sparger and San Bar. They are requesting a zoning change from PUD-C to PUD-R. The current site is vacant and has been vacant for many years. The property was zoned several years ago and planned for an office type development. Over the years that has proven to not be the highest and best use for the property and the property has never been developed. The revised plan proposes 8 single family homes with open space, all to be accessed off San Bar by constructing a new Cul-De-Sac from San Bar East across the property. The open space will be owned by a Home Owners Association established for this project. Where drainage and utility easements are proposed, the City of Colleyville will provide normal city services to the open areas. The plan will provide a wrought iron fence along the open space lot backing to Cheek Sparger and a masonry fence along the balance of the perimeter of the property with the entry being on San Bar.

Through the planning process, we are planning on saving as many trees as possible and most of the trees on the perimeter will be retained. Drainage will be address by constructing a detention basin in the open space lot. The open space lot will have a sitting area with two park benches and a picnic table with a side walk to their location which will be selected to be in an area of the open space that will have appropriate shade.

The site is located just east of a self- storage project and the 99 cent store on Hwy 26 and to the south, north and east of the property are residential homes.

This project will provide 8 new households close to Hwy 26 and provide additional buying power for the proposed retail along the center corridor of Colleyville.

It is the developers' anticipation that these will be lifestyle type homes for empty nesters that want to downsize and still live in Colleyville. It is anticipated that the homes will sell from the mid \$400's – mid \$500's

Development Schedule:

Zoning approval: September 2013

Preliminary and Final Plat: October 2013

Construction Commencing: November 2013

Construction Completing: May 2014

Economic Development Information:

1. Total Square footage; 8 homes averaging 3200 sf at \$150/sf = \$3,840,000
2. Estimated sell out for the entire project is 18 months

Statement of Planning Objectives

PUD Single Family - 8 lots

1. GENERAL

- a. The purpose of PUD-R is for a single-family residential development of detached dwelling units, constructed at a gross maximum density of 4.40 dwelling units per acre.
- b. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.

2. CONCEPTUAL PLAN AND PLATTING

- a. The street layout and arrangement of lots of the subdivision shall be generally consistent with the Conceptual Site Plan.
- b. The developer shall submit and receive approval from the City a Preliminary and Final Plat in accordance with the requirements of the Land Development code prior to development of this PUDR.

3. PERMITTED USES

- a. Single-family residences, detached
- b. Common open space areas

4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS

Single-family detached residential lot requirements and setbacks shall comply with the following provisions. Building line setbacks established by the Conceptual Site Plan, shall control where such building line setback is different from the following requirements.

- | | |
|-------------------------|--|
| a. Minimum Lot Size | 5807 square feet |
| b. Minimum Lot Width | 55 feet |
| c. Minimum Lot Depth | 120 feet (exception for lot lines on cul-de-sac) |
| d. Front Building Line | 10 feet for J-Swing Garage/ 20 feet for Front Entry |
| e. Side Building Line | 5 feet for center placed structure and 1' and 9' for zero (except for lot 4 which can have side yards of 5' and 3' or 1' and 7') |
| f. Rear Building Line | 10 feet |
| g. Maximum Lot Coverage | 65 percent |
| h. Maximum Height | 35 feet |

5. OPEN SPACE

- a. This development shall provide not less than 16.2% common open space, which will generally be configured as shown on the Conceptual Site Plan. All open space areas shall be landscaped and maintained by the Homeowners Association.
- b. No more than 25 percent of the open space area shall be utilized for storm water detention or retention.

Statement of Planning Objectives

6. SCREENING

a. A wood screening fence, not to exceed six feet in height will be constructed at the property lines adjacent to other residential properties to the east and south, as shown on the Conceptual Site Plan. At a minimum the pole side of the screen fence will face into the new development along the south and east property lines.

b. A variable height screening fence, constructed of a combination of brick, stone and wrought iron will be constructed along the north and west portion of the property adjacent to Cheek Sparger Road and San Bar. The screening will be continuous along the boundary with the exception of entry road right-of-way.

7. SIDEWALKS

Sidewalks will be constructed in accordance with the requirements of the Colleyville Land Development Code.

8. OTHER

a. Homes will be both single and two story construction.

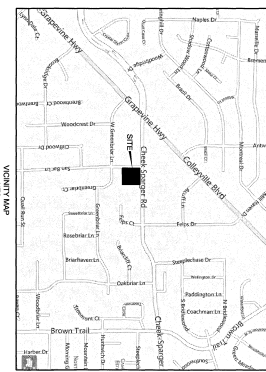
b. For two story homes there will be no balconies or verandas on the second floor of lots 3-8.

c. Maintenance of the wood fence, masonry fence, open space and landscaping will be the responsibility of the HOA governing the new sub-division.

d. Construction times would be limited to City of Colleyville rules and regulations (Monday - Saturday 7:00am - 6:00pm)

e. All agreements made between the home owners to the east and south of development will be recorded in the final development documents/ restrictions.

EXISTING ZONING: PUD-C
EXISTING LAND USE: COM.



EXISTING ZONING: R-20
EXISTING LAND USE: RES.

AREA OF DEVELOPMENT	1.82 ACRES (79,466 SF)
NUMBER OF UNITS	8
OPEN SPACE	(0.075 1A, 8A, 2A, 8A + 12,871 SF) (16.2%)
DENSITY	4.40 UNITS/AC
MAX BUILDING HEIGHT	35 FEET
FRONT BUILDING LINE	30 FEET FROM FRONT YARD
REAR BUILDING LINE	10 FEET

1. LOT COVERAGE SHALL NOT EXCEED 65 PERCENT OF THE INDIVIDUAL LOT:

1. HOME OWNER'S ASSOCIATION (HOA) TO MAINTAIN DETENTION POND, OPEN SPACE LOT'S, TREMURALS LAWS AND UNCONSECRATED, CITY WILL DEED COPY OF RECORDS AND DOCUMENTS AT TITLE
2. BRIDGE OWNER (CITY) SHALL BE A PUBLIC STREET CONSTRUCTED TO CITY STANDARDS (34" - 60" WIDTH).
3. LOTS TO HAVE 3' SIDEWALKS ON EACH SIDE OF BUILDING POND CAN BE USED FOR THE STORAGE OF LOT'S WHICH CAN HAVE SIDE WALKS OF 3' AND 3' FROM BUILDING LINE.
4. FROM BUILDING LINE SHALL BE 20' FROM FRONT ENTRY GARAGED AND 10' FROM BUILDING LINE.
5. BUILDING SHALL BE ORIENTED TO THE FRONT YARD - 3' CANYON TREE AND 1' DRAINAGE TIE IN THE FRONT YARD - 3' CANYON TREE.
6. OPEN SPACE LOT'S TO BE PLANTED PER LANDSCAPE PLAN, HOA TO MAINTAIN ALL OPEN SPACE AREAS.

ZONING EXHIBIT FOR ZONING
CHANGE FROM
PUD-C TO PUD-R (RESIDENTIAL)
BRIAR GROVE COURT

DATE OF PREPARATION 6-7-13

OWNER:	DEVELOPER:	ENGINEER:
RONNIE R. UHLERMAKER P.O. BOX 1405 COLLEGEVILLE, TX 76034-1705	STEVE ISBELL 6617 PRECINCT LINE ROAD NRI, TEXAS 76182 S/E *200	HAILEY TON DUFFY, PC 8240MD CITIES BLVD. NRI, TEXAS 76182 (817) 268-0408

Small Lot Development Comparison Chart - 1996 to 2013

Subdivision Name	Total Lots	Minimum Lot Width (feet)	Minimum Lot Depth (feet)	Minimum Lot Size (square feet)	Average Lot Size (square feet)	Maximum Lot Coverage	Master Plan Density - Dwelling Units Per Acre *	Land Development Code Density - Dwelling Units Per Acre **	Total Acres	Open Space	Approval Date	Ordinance
Spring Garden	45	36	70	2,520	2,700	90%	8	16.1	5.4	31.3%	12.17.96	O-96-1052
Villas of Caldwell Creek	43	59	115	6,594	7,408	50%	3.7	5.9	11.6	18.3%	4.1.97	O-97-1062
Bridges at Riverwalk	32	56	106	6,001	6,479	50%	3	6.7	10.0	24.0%	12.21.99	O-99-1192
Riverwalk at Colleyville	53	60	115	6,331	7,666	50%	3.2	5.7	20.0	20.0%	4.4.00	O-00-1210
Rosewood Villas	53	59	110	6,482	6,899	60%	3.6	6.3	14.8	21.4%	8.8.01	O-01-1286
Emerald Park	72	60	120	7,200	7,508	50%	3.5	5.8	20.2	19.6%	10.1.02	O-02-1366
Tiffany Park	25	60	100	7,200	7,580	50%	3.5	5.7	7.2	20.0%	10.21.03	O-04-1487
Tuscany	35	60	110	6,600	7,878	50%	3.9	5.5	8.8	6.6%	2.17.04	O-04-1442
Cambridge Place	38	50	58	4,500	5,300	60%	4.2	8.2	9.0	22.0%	7.6.04	O-04-1467
Heritage Oaks	103	30/40	90	2,700/3,600	3,600	90% and 75%	4.6	12.1	22.9	25.0%	03.21.06	O-09-1715
Villas at Oak Pointe	74	30/56	90/95/115	2,700/6,440	5,000	90% and 58%	3.7	8.7	13.6	22.0%	08.02.06	O-06-1584
Copperglen	22	55	105	5,924	6,650	65%	3.9	6.6	5.6	20.0%	10.17.06	O-06-1595
Villas of Colleyville	67	59	115	6,655	8,936	60%	3.4	4.9	19.8	21.0%	08.21.07	O-07-1627
Enclave at Arbor Estates	16	65	120	8,700	9,350	50%	2.9	4.7	5.6	19.3%	09.18.07	O-07-1634
Creekside at Colleyville	269	50	105	5,000	7,257	65%	2.4	6.0	108.5	20.0%	11.27.07	O-07-1645
Somerset Manor	77	50/60	100/110	5,000/6,600	6,000	50%	4	7.3	18.2	20.3%	05.05.08	O-08-1672
Ivy Glen	10	55	110	5,890	8,200	65%	3.4	5.3	3.0	20.0%	03.05.13	O-13-1864
The Preservation	36	60	140	8,500	9,170	50%	3	4.7	12.0	23.0%	05.14.13	O-13-1867
Average	59	56	106	6,207	6,866	57%	3.8	7.0	17.6	20.8%		
Zoning Case ZC13-008	8	55	120	5,807	6,874	65%	4.4	6.6	1.8	16.2%		

* Master Plan Density is calculated by dividing the total units in the development by the total acreage of the development

** Land Development Code Density is calculated by dividing the total units in the development by the total development acreage minus open space and right-of-way acreage



Posted
12-13-85
4:30 P.M.
by

ORDINANCE 0-85-600 ✓✓✓

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF A TRACT OF LAND SITUATED IN THE JONATHON RILEY SURVEY, ABSTRACT 1356, TRACT 3G AND WOODBRIAR ESTATES ADDITION, BLOCK 7, LOTS 20,21, AND 22 TO THE CITY OF COLLEYVILLE, TEXAS FROM R-15 AND R-20 TO PUD-C; PROVIDING A PENALTY AND AUTHORIZING PUBLICATION.

WHEREAS, an application for zoning change was filed by C. M. Bollinger, Inc. , October 22, 1985 under Case No. Z-85-547; and,

WHEREAS, notice of a hearing before the Planning and Zoning Commission was sent to real property owners within 200 feet of the property herein described at least 10 days before such hearing; and,

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Colleyville at least 15 days before such hearing; and,

WHEREAS, notices were posted on the subject land as provided by the zoning ordinance; and,

WHEREAS, public hearings to change the zoning on the property herein described were held before both the Planning and Zoning Commission and the City Council, and the Planning and Zoning Commission has heretofore made a recommendation concerning the zone change; and,

WHEREAS, the City Council is of the opinion that the zone change herein effectuated furthers the purpose of zoning as set forth in the Zoning Ordinance and is in the best interest of the citizens of the City of Colleyville;

NOW, THEREFORE,

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

Sec. 1. THAT Zoning Ordinance of the City of Colleyville, Texas, and the accompanying Zoning Map are hereby amended insofar as they relate to certain land located in Colleyville, Tarrant County, Texas, and described as follows:

1
2 BEING a tract of land in the JONATHON RILEY SURVEY,
3 Abstract NO. 1356, City of Colleyville, Tarrant
4 County, Texas, as surveyed by C.K. Vermillion,
Registered Public Surveyor No. 552, in August 1966,
and being more particularly described as follows:

5 BEGINNING at an iron pin in the South line of
6 Cheek-Sparger Road, said point being 202.0 feet
east and 15.0 feet south of the most westerly NW
corner of said Riley survey;

7 Thence East 100.00 feet along the south line of
said Cheek-Sparger Road to an iron pin;

8 Thence S 00° 23' E, 325.9 feet to an iron pin;

9 Thence S 89° 42' W, 100.0 feet to an iron pin;

10 Thence N 89° 36' W, 173.4 feet to an iron pin;

11 Thence N 00° 06' E, 300.00 feet to a point;

12 Thence S 89° 36' E, 173.4 feet to a point;

13 Thence N 00° 06' W, 23.60 feet to the point of
beginning and containing 1.943 acres of
land.

14 by changing the zoning thereof from R-15 and R-20
15 to PUD-C. **

16 Sec. 2. Any person, firm or corporation violating any of
17 the provisions of this ordinance as read together
18 with the Zoning Ordinance of the City of Colleyville
19 and accompanying official Zoning Map thereto shall
be guilty of a misdemeanor and upon conviction thereof
shall be fined in a sum not to exceed Two Hundred
Dollars (\$200.00). Each and every day such violation
continues shall constitute a separate offense and
shall be punishable as such.

20 Sec. 3. The City Secretary is hereby authorized and directed
21 to cause publication of the descriptive caption
and penalty clause hereof as an alternative method
of publication provided by law.

22 AND IT IS SO ORDERED.
23
24
25
26

The ^{17th} first reading and public hearing being conducted on the December, 1985.
The ^{7th} second reading and public hearing being conducted on the January, 1986.
The ^{21st} third reading and public hearing being conducted on the January, 1986.

ATTEST:

CITY OF COLLEYVILLE

Lavada Johnson
Lavada Johnson
City Secretary

J.R. "Buck" Hubbard
J.R. "Buck" Hubbard
Mayor

Approved as to Form and Legality:

Ross T. Foster
Ross T. Foster, City Attorney

**together with all site plans, supporting documents,
and other conditions and restrictions imposed by
and approved by the Council, which are incorporated
herein by reference.

ORDINANCE O-13-1887

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON 1.82 ACRES ON LOT 1, BLOCK 1, OF THE SAN BAR SQUARE ADDITION, LOCATED AT 105 CHEEK-SPARGER ROAD FROM THE PUD-C-PLANNED UNIT DEVELOPMENT COMMERCIAL ZONING DISTRICT TO THE PUD-R-PLANNED UNIT DEVELOPMENT RESIDENTIAL ZONING DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning under Case No. ZC13-008; and

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

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

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

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

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance

Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 1.82 acres on Lot 1, Block 1, of the San Bar Square Addition, located at 105 Cheek-Sparger Road from the PUD-C-Planned Unit Development Commercial zoning district to the PUD-R-Planned Unit Development Residential zoning district, as depicted in the attached Exhibit "A" and "C", and as described in Exhibit "B".
- Sec. 3. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The purpose of this PUD-R is for a single-family residential development of eight (8) detached single family dwelling units, constructed at a gross maximum density of 4.4 dwelling units per acre.
- b. This development shall be generally consistent with the Statement of Planning Objectives, Exhibit "B".
- c. The proposed development is subject to all the regulations contained in the Land Development Code, except as amended by this Ordinance.

2. DEVELOPMENT PLAN AND PLATTING

- a. The development shall be generally consistent with the conceptual site plan, Exhibit "C", which shall not be considered the preliminary plat. The actual street and lot arrangement may differ from that shown on the conceptual site plan to accommodate topographic, drainage, or other conditions.
- b. The developer shall submit and receive approval from the City, a preliminary and final plat, approved as a single phase, in accordance with the requirements of the Land Development Code prior to development of this PUD-R.

3. PERMITTED USES

- a. Single-family residences, detached
- b. Common open space areas

4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS

- a. Residential lot requirements and setbacks shall comply with the following provisions:
 1. All lots shall be a minimum of 55 feet in width as measured at the building setback line.
 2. The minimum lot size shall be 5,807 square feet.
 3. The minimum lot depth shall be 120 feet, except for lots which front the cul-de-sac.
 4. Front Yard Setbacks:
 - a. For lots that have a J-Swing garage: 10 feet
 - b. For lots that have a front entry garage: 20 feet
 5. Minimum Rear Yard Setback: 10 feet

6. Minimum Side Yard Setbacks:

10 feet between structures; One (1) foot and nine (9) feet, or five (5) feet each side property line.

7. Maximum Lot coverage: 65 percent

5. RESIDENTIAL DESIGN REQUIREMENTS

The following requirements shall apply to all homes constructed in this development:

- a. Homes may be both single and two-story construction.
- b. Two-story homes on lots 3 through 8 shall not contain any balconies and verandas constructed on the second floor.

6. OPEN SPACE

- a. This development shall provide a minimum of 16.2 percent common open space, which shall be configured as shown on Exhibit "C". All open space areas shall be landscaped and maintained by the HOA.
- b. No more than 25 percent of the open space area may be utilized for detention.

7. SCREENING AND TREES

- a. A wood screening fence, not to exceed six (6) feet in height, shall be constructed at the property lines adjacent to other residential properties to the east and south. A six foot wrought iron fence may be constructed adjacent to the open space Lot 2A.
- b. A variable height screening fence, constructed of a combination of brick, stone, and wrought iron will be constructed along the north and west portion of the property adjacent to Cheek-Sparger Road and San Bar Lane. The screening shall be continuous along the boundary with the exception of entry road right-of-way.

- Sec. 5. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 8. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 9. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 2nd day of October 2013.

The second reading and public hearing being conducted on the 15th day of October 2013.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the _____ day of _____ 2013.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

This is a detailed plat map of a portion of the City of San Antonio, Texas. The map shows various land parcels, streets, and zoning designations. A callout box points to a specific parcel labeled "Subject Property".

Streets:

- GRAPEVINE HWY (top)
- ACUFF LN (top right)
- FELPS DR (top right)
- Cheek-Sparger F (middle right)
- FELPS CT (middle right)
- GREENBRIAR LN (bottom right)
- WOODBINE DR (bottom center)
- WOODCREST DR (bottom left)
- GREENBRIAR (bottom center)
- GREENBRIAR LN (bottom right)

Zoning Designations:

- PUD-C (multiple locations)
- CC-3 (top left)
- CN (multiple locations)
- UD-R (bottom left)
- R-15 (bottom right)

Subject Property:

The "Subject Property" is a parcel located in the center-right of the map, adjacent to the "Subject Property" callout box. It is a small, irregularly shaped parcel, colored yellow, and is surrounded by other parcels of various colors (purple, orange, pink, green, yellow, brown). The parcel is labeled with the number 105.

Exhibit B – Statement of Planning Objectives

August 21, 2013

Briar Grove

Located at the SEC of Cheek-Sparger and San Bar

Zoning change from PUD-C to PUD-R

Revised Statement of Planning Objectives

Steve Isbell and Mark Howe have a contract to acquire approximately 2 acres of land at the southeast corner of Cheek Sparger and San Bar. They are requesting a zoning change from PUD-C to PUD-R. The current site is vacant and has been vacant for many years. The property was zoned several years ago and planned for an office type development. Over the years that has proven to not be the highest and best use for the property and the property has never been developed. The revised plan proposes 8 single family homes with open space, all to be accessed off San Bar by constructing a new Cul-De-Sac from San Bar East across the property. The open space will be owned by a Home Owners Association established for this project. Where drainage and utility easements are proposed, the City of Colleyville will provide normal city services to the open areas. The plan will provide a wrought iron fence along the open space lot backing to Cheek Sparger and a masonry fence along the balance of the perimeter of the property with the entry being on San Bar.

Through the planning process, we are planning on saving as many trees as possible and most of the trees on the perimeter will be retained. Drainage will be address by constructing a detention basin in the open space lot. The open space lot will have a sitting area with two park benches and a picnic table with a side walk to their location which will be selected to be in an area of the open space that will have appropriate shade.

The site is located just east of a self- storage project and the 99 cent store on Hwy 26 and to the south, north and east of the property are residential homes.

This project will provide 8 new households close to Hwy 26 and provide additional buying power for the proposed retail along the center corridor of Colleyville.

It is the developers' anticipation that these will be lifestyle type homes for empty nesters that want to downsize and still live in Colleyville. It is anticipated that the homes will sell from the mid \$400's – mid \$500's

Development Schedule:

Zoning approval: September 2013

Preliminary and Final Plat: October 2013

Construction Commencing: November 2013

Construction Completing: May 2014

Economic Development Information:

1. Total Square footage; 8 homes averaging 3200 sf at \$150/sf = \$3,840,000
2. Estimated sell out for the entire project is 18 months

Exhibit B – Statement of Planning Objectives (Cont.)

PUD Single Family - 8 lots

1. GENERAL

- a. The purpose of PUD-R is for a single-family residential development of detached dwelling units, constructed at a gross maximum density of 4.40 dwelling units per acre
- b. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.

2. CONCEPTUAL PLAN AND PLATTING

- a. The street layout and arrangement of lots of the subdivision shall be generally consistent with the Conceptual Site Plan.
- b. The developer shall submit and receive approval from the City a Preliminary and Final Plat in accordance with the requirements of the Land Development code prior to development of this PUDR.

3. PERMITTED USES

- a. Single-family residences, detached
- b. Common open space areas

4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS

Single-family detached residential lot requirements and setbacks shall comply with the following provisions. Building line setbacks established by the Conceptual Site Plan, shall control where such building line setback is different from the following requirements.

- | | |
|-------------------------|--|
| a. Minimum Lot Size | 5807 square feet |
| b. Minimum Lot Width | 55 feet |
| c. Minimum Lot Depth | 120 feet (exception for lot lines on cul-de-sac) |
| d. Front Building Line | 10 feet for J-Swing Garage/ 20 feet for Front Entry |
| e. Side Building Line | 5 feet for center placed structure and 1' and 9' for zero (except for lot 4 which can have side yards of 5' and 3' or 1' and 7') |
| f. Rear Building Line | 10 feet |
| g. Maximum Lot Coverage | 65 percent |
| h. Maximum Height | 35 feet |

5. OPEN SPACE

- a. This development shall provide not less than 16.2% common open space, which will generally be configured as shown on the Conceptual Site Plan. All open space areas shall be landscaped and maintained by the Homeowners Association.
- b. No more than 25 percent of the open space area shall be utilized for storm water detention or retention.

Exhibit B – Statement of Planning Objectives (Cont.)

6. SCREENING

a. A wood screening fence, not to exceed six feet in height will be constructed at the property lines adjacent to other residential properties to the east and south, as shown on the Conceptual Site Plan. At a minimum the pole side of the screen fence will face into the new development along the south and east property lines.

b. A variable height screening fence, constructed of a combination of brick, stone and wrought iron will be constructed along the north and west portion of the property adjacent to Cheek Sparger Road and San Bar. The screening will be continuous along the boundary with the exception of entry road right-of-way.

7. SIDEWALKS

Sidewalks will be constructed in accordance with the requirements of the Colleyville Land Development Code.

8. OTHER

a. Homes will be both single and two story construction.

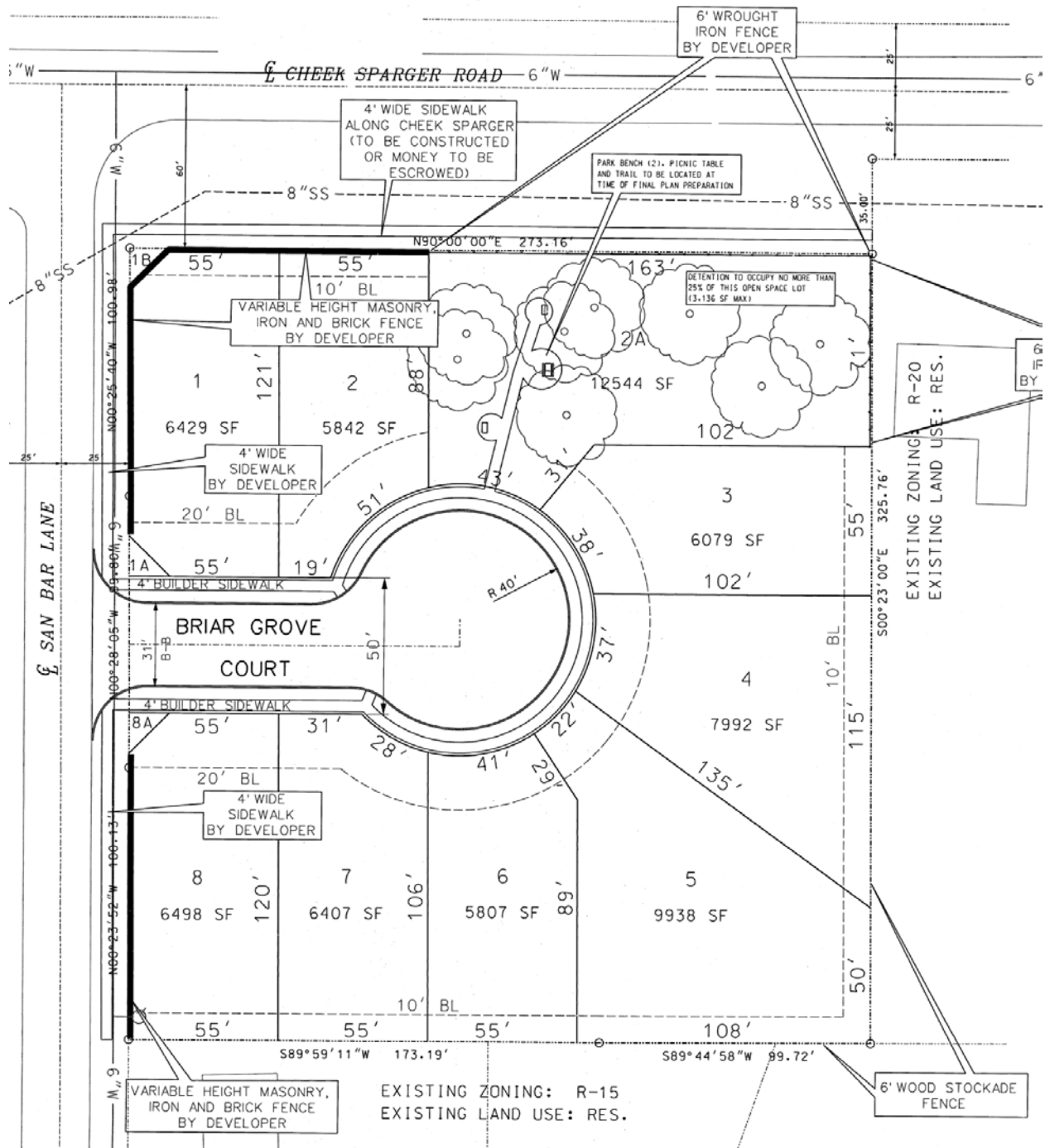
b. For two story homes there will be no balconies or verandas on the second floor of lots 3-8.

c. Maintenance of the wood fence, masonry fence, open space and landscaping will be the responsibility of the HOA governing the new sub-division.

d. Construction times would be limited to City of Colleyville rules and regulations (Monday - Saturday 7:00am - 6:00pm)

e. All agreements made between the home owners to the east and south of development will be recorded in the final development documents/ restrictions.

Exhibit C – Conceptual Site Plan





City of Colleyville City Council Agenda Briefing

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

Agenda Number 5b

Agenda Date 10/15/2013

Number Ordinance O-13-1888

Type Ordinance

Department Community Development

Title

Consideration of a request for a Special Use Permit for an accessory building on Lot 10, Block 4, of the Ashmore Addition, located at 2713 Highgrove Court, Case ZC13-011

Explanation

Second Reading and Public Hearing

There were no speakers regarding this request at the October 2, 2013 City Council meeting.

First Reading and Public Hearing

Perry Roberts has submitted a request for a Special Use Permit (SUP) to construct a 2,462 square foot detached accessory building on 1.03 acres located at 2713 Highgrove Court.

Existing Conditions and Zoning. The property is zoned R20-Single Family Residential zoning district and is currently developed as a 5,521 square foot single family residence.

Applicant's Request. The applicant plans to construct the accessory building next to the existing swimming pool. The proposed building will include a game/media room, bathroom, and snack bar. The accessory building will be located behind the house and will be 25 feet in height, six feet less than the height of the house.

Accessory buildings are regulated in the Land Development Code by Section 3.27-Accessory Buildings and Residential Carport Regulations (attached). The Land Development Code only allows up to a 1,750 square foot accessory building for a lot of this size. The actual enclosed portion of the building will include only 1,750 square feet, however, the building will include a 712 square foot covered patio that will be included under the main roof. According to Section 3.27(A)2b in the Land Development Code, the size of the accessory building shall include the building footprint, which includes all areas of the building under the building roof. Therefore, the total square footage of the proposed accessory building is 2,462 square feet, including the covered patio.

Section 3.27 requires the approval of a Special Use Permit for any accessory building that does not meet the conditions of the section.

The proposed accessory building complies with the other requirements of Section 3.27 including building setback, building height, and permitted use requirements. The proposed building, in combination with the existing home, also complies with the maximum lot coverage requirements for the R20-Single Family Residential zoning district, which is 30 percent.

Surrounding Zoning and Development. All surrounding properties are zoned R20-Single Family Residential zoning district and are developed as single family detached homes.

Public Notification. Staff mailed notices to 12 adjacent property owners regarding this request. Notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. Staff has received no correspondence regarding this request.

Planning and Zoning Commission Recommendation. The Planning and Zoning Commission recommended approval of this request at the September 9, 2013 meeting by a vote of 5-0.

Summary. Other than exceeding minimum building size requirements, the proposed accessory building complies with the development regulations stated within the Land Development Code including building setback, height, permitted use, and lot coverage requirements.

Financial Impact

There is no financial impact to the City.

Recommendation

Approval with the following conditions:

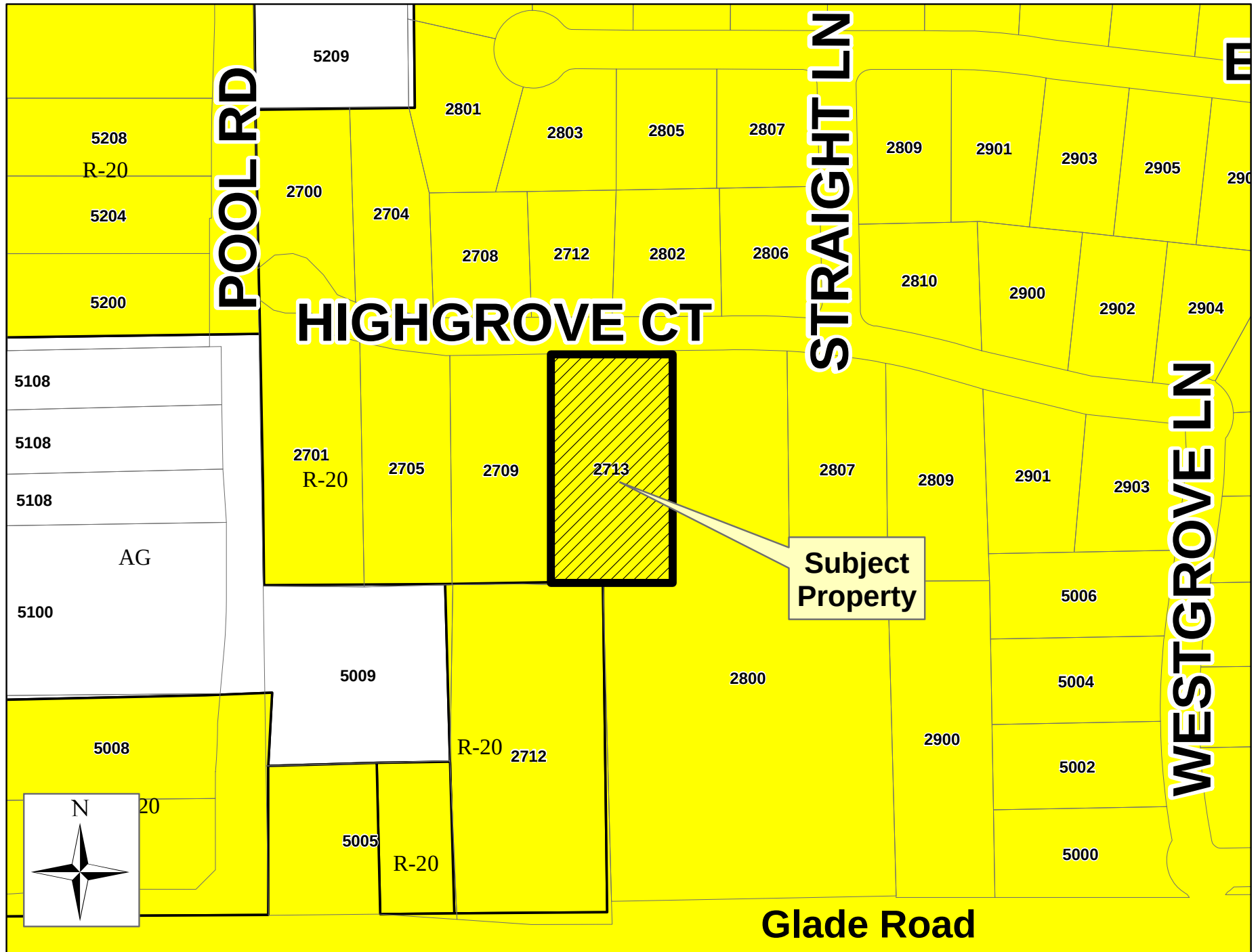
1. GENERAL
 - a. The Special Use Permit shall apply to the construction of an accessory building.
 - b. The accessory building shall not exceed 2,462 square feet in size, including all covered patio areas.
 - c. The accessory building design and exterior materials shall be generally consistent with Exhibit "C".
 - d. All requirements of the Land Development Code shall be met, except where amended herein.

Attachments

1. Location and Zoning Map

2. Aerial
3. Buffer Map
4. Notification List
5. Statement of Planning Objectives
6. Development Schedule
7. Site Plan
8. Elevations
9. Floor Plan
10. Section 3.27 - Land Development Code
11. Ordinance O-13-1888

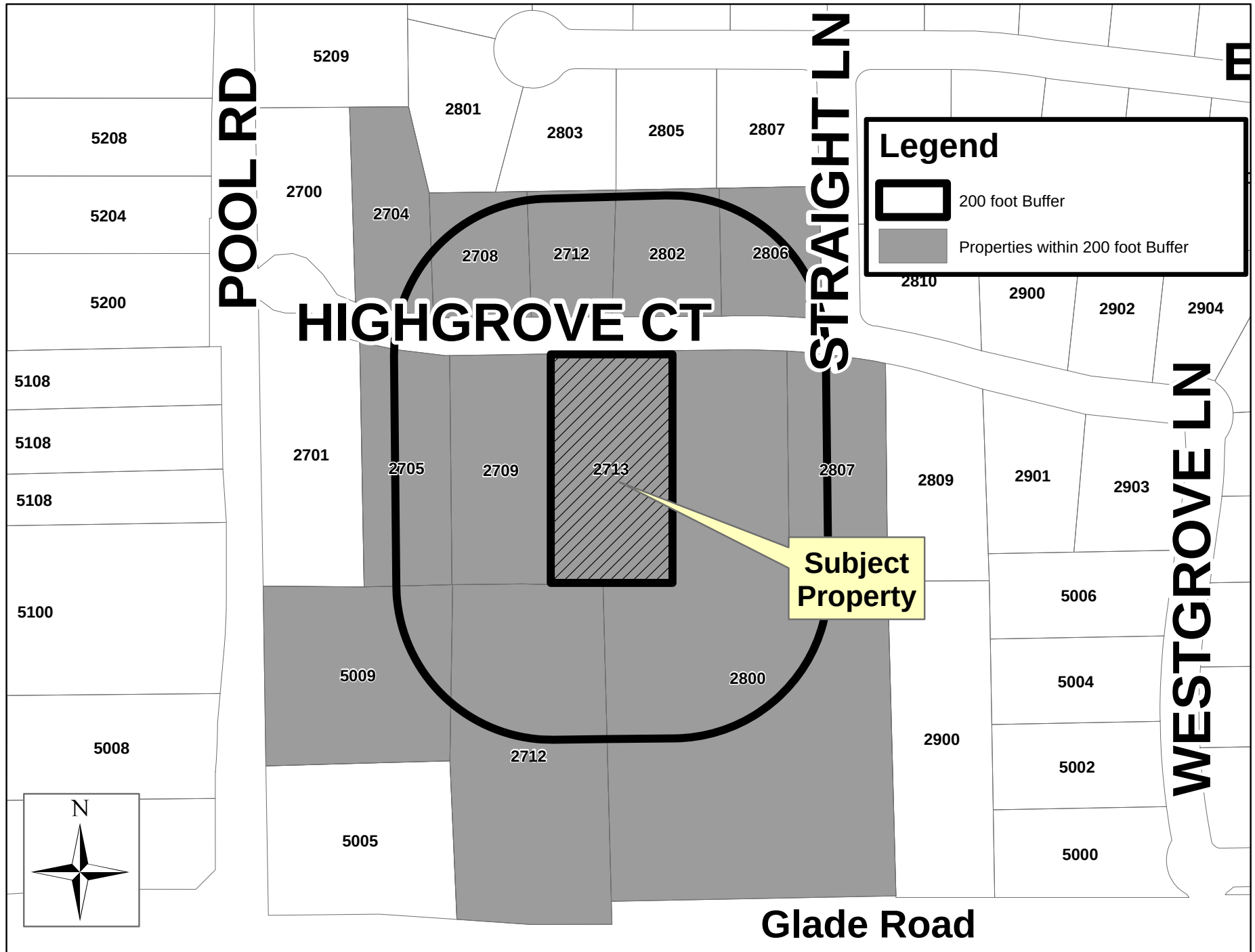
Location and Zoning Map



Aerial



Buffer Map



Notification List

Owner Name	Owner Addr	Owner City	Owner State	Owner Zip	Situs Address
McCormick, Robert J	2220 Pool Rd Ste 100	Grapevine	Texas	76051	5009 Pool Rd
McCormick, Robert & Cynthia	2807 Edgewood Ln	Colleyville	Texas	76034	2712 Glade Rd
Dzura, Michael Etux Patricia	2704 Highgrove Ct	Colleyville	Texas	76034	2704 Highgrove Ct
Fyffe, Jack B & Jane G	2708 Highgrove Ct	Colleyville	Texas	76034	2708 Highgrove Ct
Halai, Akeel S & Zahra	2806 Highgrove Ct	Colleyville	Texas	76034	2806 Highgrove Ct
Ramachandran, Sunil Etux P R	2802 Highgrove Ct	Colleyville	Texas	76034	2802 Highgrove Ct
Little, David P Etux Shelly	2712 Highgrove Ct	Colleyville	Texas	76034	2712 Highgrove Ct
Tarpara, Narendra Etux Triveni	1809 Sandalwood Ln	Grapevine	Texas	76051	2807 Highgrove Ct
Johnson, Zachary S Etux Amy W	2713 Highgrove Ct	Colleyville	Texas	76034	2713 Highgrove Ct
Fontenot, Kelly R Etux Kelle L	2705 Highgrove Ct	Colleyville	Texas	76034	2705 Highgrove Ct
Wuestenberg, Kurt Etux Melissa	2709 Highgrove Ct	Colleyville	Texas	76034	2709 Highgrove Ct
McCormick, Robert & Cynthia	2807 Edgewood Ln	Colleyville	Texas	76034	2800 Glade Rd
Perry Roberts, Applicant	1008 Wade Drive	Bedford	Texas	76022	Applicant

Public Hearing notices were mailed
Friday, Aug. 30, 2013 by Taci Wrisley

Statement of Planning Objectives

NORTH TEXAS CUSTOM BUILDERS

1008 Wade Drive
Bedford, TX 76022
Office: 817-285-7100
Fax: 817-285-7101


8/08/2013

Statement of Planning Objective

Zach and Amy Johnson own/live at 2713 Highgrove Court in Colleyville. They are proposing to build a game room/media room separate from the house out by there pool area. They are planning on using this as their area for family entertainment. They also will be using this area for entertaining guest that come over as well.

Perry Roberts (owner)



North Texas Custom Builders

Development Schedule

NORTH TEXAS CUSTOM BUILDERS

1008 Wade Drive
Bedford, Texas 76022
Office: 817-285-7100
Fax: 817-285-7101



2713 Highgrove Court Development Schedule

August 9, 2013 Apply for SUP permit

September 9, 2013 Attend Planning and Zoning Meeting

October 2, 2013 Attend City Council Meeting

October 15, 2013 Attend 2nd City Council Meeting if Needed

Upon approval obtain permit to start project

After obtaining permit then start project

Completion will take approximately 90-120 days depending on weather.

Perry Roberts

A handwritten signature in cursive script that reads "Perry Roberts".

North Texas Custom Builders

Site Plan

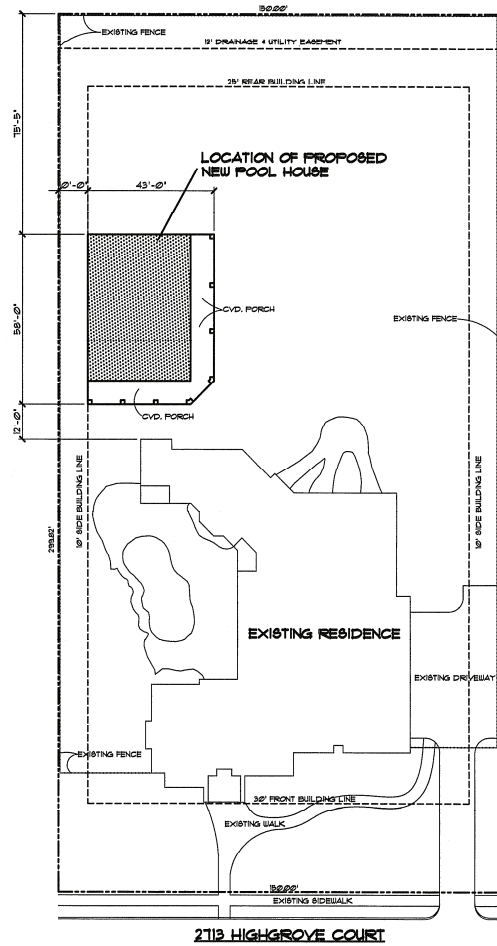


CHART DATA	
EXISTING RESIDENCE A/C, GARAGE, PORCHES, & PATIO	1380
PROPOSED POOL HOUSE	1750
PROPOSED POOL HOUSE PORCH	30
TOTAL AREA COVERAGE	3260
TOTAL PAVING	3260
LOT SIZE	44,000 SQ. FT.
TOTAL LOT IMPERVIOUS COVERAGE	7.4%
TOTAL LOT COVERAGE	22%

SITE PLAN
 SCALE: 1"=10'0"
 LOT 10 BLOCK 4
 ASHMORE #5
 COLLEYVILLE, TEXAS

Date: 8/5/13
 Drawn By: M.J.W.
 Checked By: M.J.W.
 Revisions:

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'COMMON RESIDENCE'
 2719 HIGHGROVE COURT
 NORTH TEXAS CUSTOM BUILDERS

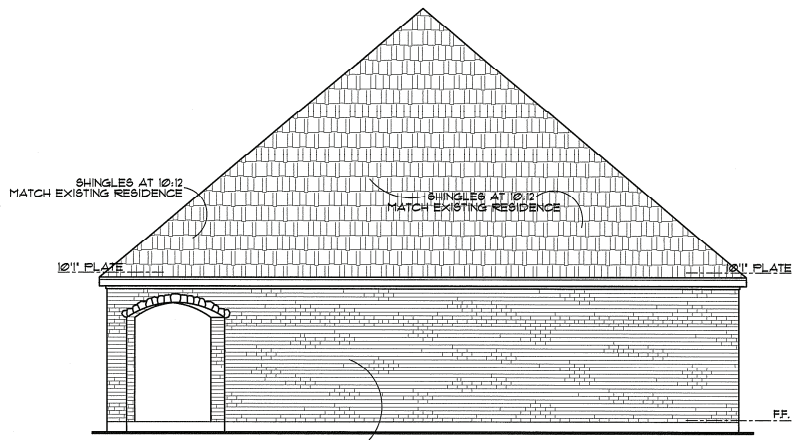


M.J. WRIGHT & ASSOCIATES, INC.
 8333 MIDCITIES BOULEVARD STE. A, NORTH TEXAS
 75087-2888
 OFFICE: 972.488.8888
 FAX: 972.488.8889
 WWW.MJWRIGHT.COM

Sheet No.
SITE
 Project No.
 13089NTX

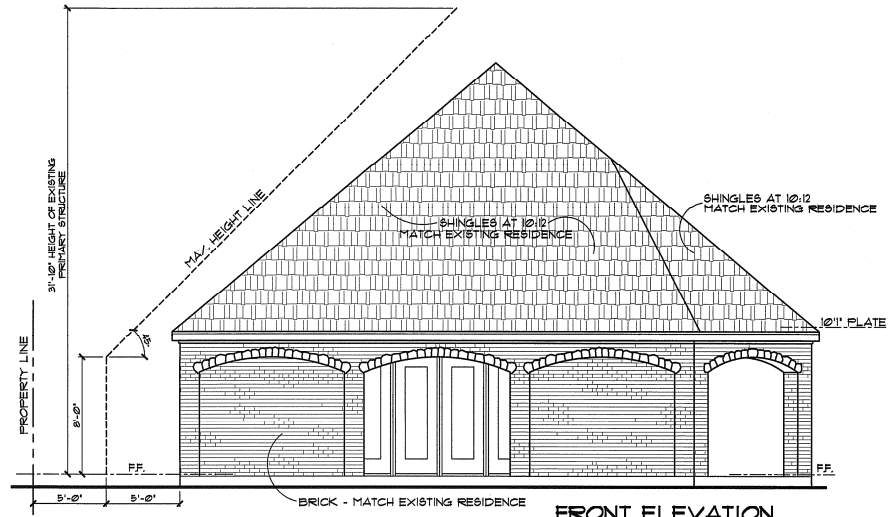
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Elevations



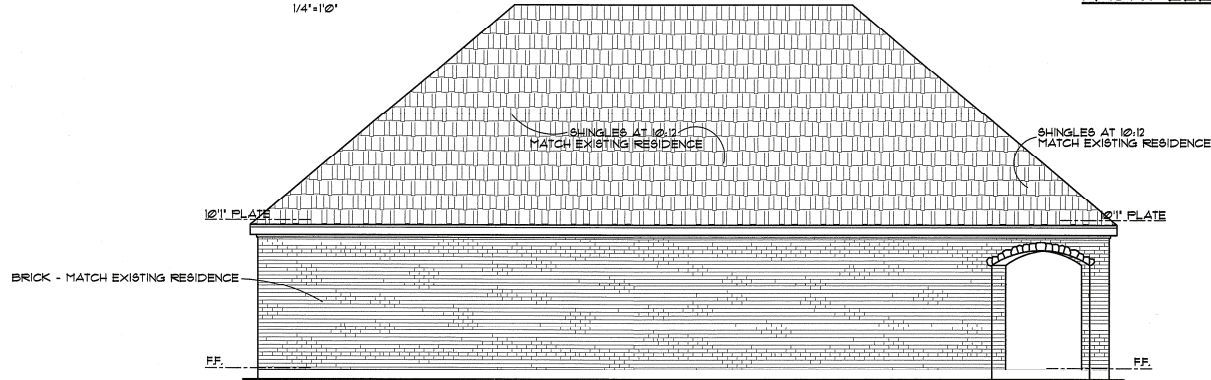
REAR ELEVATION

1/4" = 1'0"



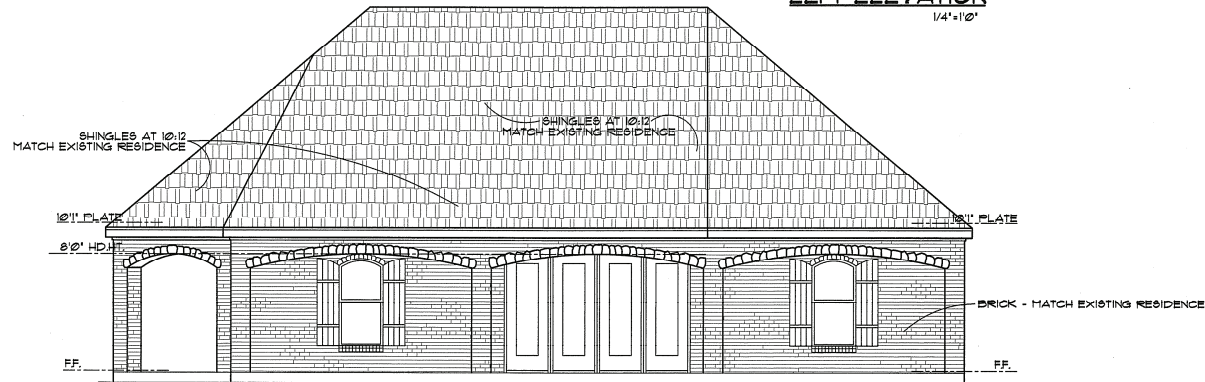
FRONT ELEVATION

1/4" = 1'0"



LEFT ELEVATION

1/4" = 1'0"



RIGHT ELEVATION

1/4" = 1'0"

Date: 8/5/13
Drawn By: MJW
Checked By: MJW
Revision:

THIS ELECTRONIC DRAWING IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND TO VERIFY THE ACCURACY OF ALL INFORMATION PROVIDED. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE CLIENT AGREES TO HOLD THE ARCHITECT HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE USE OF THIS DRAWING. THE CLIENT'S USE OF THIS DRAWING IS LIMITED TO THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY OTHER USE IS PROHIBITED. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT SPECIFICALLY IDENTIFIED HEREIN.

'JOHNNY RESIDENCE'
2715 HIGHGROVE COURT
NORTH TEXAS CUSTOM BUILDERS

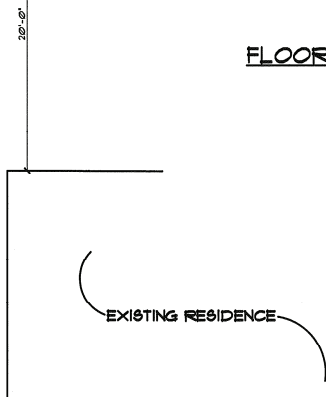


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Sheet No.
2
Project No.
13089NTX

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The site plan shows a rectangular lot with a north arrow pointing towards the top-left. A horizontal line represents the street frontage. A small circle is located on the lot, with a line pointing to it from the text "EXISTING RESIDENCE". A larger, irregular shape is located on the lot, with a line pointing to it from the text "FLOOR".



Sheet No.
1
Project No.
13089NTX

Section 3.27 - Land Development Code

Colleyville, Texas, Land Development Code

Section 3.27 Accessory Buildings and Residential Carport Regulations

The following regulations shall govern the location, size and use of accessory buildings:

A. Accessory Buildings Located in Residential Zoning Districts (O-00-1223 / 07/18/00)

1. *Permit Required:*

- a. A building permit shall be required for any accessory building which exceeds one hundred and twenty (120) square feet. However, all accessory buildings containing 120 square feet or less shall comply with the height and setback requirements of this Section. An accessory building shall only be allowed as an incidental structure to a principle building unless the accessory building is located in the Agricultural District.
- b. For the purpose of this Section, the term accessory building shall include detached residential garages and pool houses, but shall exclude a carport (see Section 3.27.C).

2. *Maximum Size and Number of Buildings:*

- a. The maximum number of accessory buildings allowed per lot shall be three (3) buildings. In addition, the combined square footage of all accessory buildings shall not exceed the maximum square footage specified in the following table.

Maximum Square Footage of all Accessory Buildings				
Lot Size	Under .5 ac	.5– .99 ac.	1 – 2.99 ac.	3+ ac.
Total s. f.	750 s. f.	1,000 s. f.	1,750 s. f.	2,500 s. f.

- b. For the purpose of this Section, the size of an accessory building shall be the square footage of the building footprint.
- c. An application to exceed the total square footage shown in the above table may be approved as a Special Use Permit (SUP).
- d. An existing accessory building may be remodeled or expanded provided the combined square footage of all accessory buildings does not exceed the maximum square footage allowed. However, an existing accessory building which exceeds the maximum square footage allowed may be remodeled or replaced with a new accessory building, but not expanded or increased in height.
- e. There shall be no physical connection between accessory buildings and a minimum separation of three (3) feet between accessory buildings.

3. *Setbacks:*

- a. No accessory building shall be erected in any required yard, as defined in *Chapter 2 – Definitions*, except as set forth herein.
- b. Attached accessory buildings – Accessory buildings erected ten (10) feet or closer to the principal building shall be considered attached, and shall comply with the setback lines established for the applicable zoning district. For the purpose of this regulation, the distance between buildings shall be measured between the nearest wall surfaces.
- c. Detached accessory buildings – A detached accessory building shall comply with the setback

Section 3.27 - Land Development Code

Colleyville, Texas, Land Development Code

lines established for the applicable zoning district, unless the accessory building is located totally behind the rear of the principal building, then it shall not be placed closer than five (5) feet to any side or rear lot line.

4. *Maximum Height:* No accessory building shall penetrate a vertical height envelope defined as being a point five feet from a side or rear lot line and extending vertically 8 feet to a point, then extending at a 45° angle to the height of the primary building.
5. *Permitted Uses:* The use of an accessory building shall be consistent with the permitted uses of the applicable zoning district, except, no accessory building shall be used for dwelling purposes other than for domestic servants employed for the premises, where permitted by the district regulations.
6. *Special Use Permit Provision:* Any request for a building permit for an accessory building which does not meet the criteria in this Section shall only be authorized after approval of a Special Use Permit by the City Council using the procedures contained elsewhere in this Land Development Code.

B. For Accessory Buildings Located in Non-residential Zoning Districts

1. No accessory building shall be erected in any required yard area except as set forth by this section.
2. No accessory building shall be erected within ten (10) feet of any other building unless such accessory building is used as a commercial kiosk, in which case such commercial kiosk cannot be located within fifty (50) feet of another building.
3. Commercial kiosks as accessory uses and/or buildings may be located within approved nonresidential districts subject to the following conditions:
 - a. Maximum size of two hundred-fifty (250) square feet.
 - b. No inside sales or service or drive in sales or service; walk-up and/or drive-up service permitted.
 - c. Exterior walls shall be of at least seventy-five percent (75%) masonry, glass, or other equivalent material, provided metal material does not exceed twenty-five percent (25%) of the exterior walls.
 - d. Located within required setbacks and in conformance with this section.
 - e. Located in such a manner as to not impede, impair or endanger vehicular traffic on the property where the kiosk is located and for vehicular traffic ingressing from and egressing to public rights-of-way.
 - f. Submission of an acceptable site plan shall be required for consideration of the issuance of a building permit unless a current valid Certificate of Occupancy exists.
 - g. Limited to one (1) kiosk per platted plot.

C. Residential Carport Regulations – Carports located in zoning districts which permit single family residential dwellings shall comply with the regulations contained in this section.

1. *Approval by Special Use Permit Only:* In accordance with the Special Use Permit procedures contained in this Chapter of these zoning regulations, no carport shall be built in the City of Colleyville without approval by the City Council for a Special Use Permit to construct a carport in a zoning district that permits single family residential dwellings.
2. *Carport Standards:* A carport shall comply with the following regulations, unless the City Council in approving a Special Use Permit for a carport has imposed other requirements necessary in the particular case to protect the public interests.
 - a. *Size:* A carport shall not exceed 480 square feet in area. The longest dimension on a carport shall not exceed 24 feet.

Section 3.27 - Land Development Code

Colleyville, Texas, Land Development Code

- b. *Height:* A carport shall not exceed a maximum height of 15 feet. The height shall be measured from the finished grade to the highest point of the roof.

c. *Setbacks:*

- i. A carport located within ten (10) feet of the principal building shall comply with the front, side and rear yard setbacks of the zoning district. The distance shall be measured between the two closest points of the carport and principal building.
- ii. A carport located 10 feet or more from a principal building may extend into a required side yard, provided all of the following conditions are satisfied:
 - (1) every part of such carport is unenclosed except for necessary structural supports;
 - (2) no part of the carport is less than five (5) feet from a side or rear lot line, and
 - (3) the carport is located completely within the rear yard area as defined in these zoning regulations.

- d. *Maximum Number Per Lot:* one

e. *Paving and Street Access:*

The parking area of a carport shall be paved not less than nine feet (9') by eighteen feet (18') and provide access to a public street right-of-way. Said access shall be a minimum of nine feet (9') in width and paved. All paved surfaces shall be either concrete, asphalt or pave-stone.

f. *Design Criteria:*

- i. *Roof* - Carports shall have a pitched roof of at least 2:12. Flat roofs shall be prohibited.
- ii. *Posts* - Posts shall be constructed of brick, stone or decorative metal, such as metal lattice. For purpose of this requirement, decorative metal shall consist of twenty-five (25) percent opaque surfaces. The dimension of each post as viewed from each primary elevation shall not be less than twelve inches (12") or more than forty-eight inches (48"). Any carport with two or more elevations that exceed the 48-inch criteria shall be considered an accessory building and be regulated as such. Wooden posts shall be prohibited.

g. *Adequacy of Plans and Specifications:*

The applicant requesting a Special Use Permit to construct a carport shall submit plans and specifications of the proposed carport for review. Said plans and specifications shall contain sufficient information to allow the City Council to determine that the proposed carport complies with these regulations and the City Council may require additional information when necessary to clarify the applicant's request. At a minimum, the drawings shall contain a plot plan, elevation views and a description of the construction materials.

ORDINANCE O-13-1888

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF LOT 10, BLOCK 4 OF THE ASHMORE ADDITION, LOCATED AT 2713 HIGHGROVE COURT BY AUTHORIZING A SPECIAL USE PERMIT FOR AN ACCESSORY BUILDING; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit for an accessory building under Case No. ZC13-011; and

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

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

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

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

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and state law with reference

to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on Lot 10, Block 4 of the Ashmore Addition located at 2713 Highgrove Court by authorizing a Special Use Permit for an accessory building, as depicted on Exhibit "A" and Exhibit "B".
- Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The Special Use Permit shall apply to the construction of an accessory building.
- b. The accessory building shall not exceed 2,462 square feet in size including all covered patio areas.
- c. The accessory building design and exterior materials shall be generally consistent with Exhibit "C".
- d. All requirements of the Land Development Code shall be met, except where amended herein.

- Sec. 5. THAT any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 6. THAT if any section, paragraph, subdivision, clause, phrase, or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 7. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 8. THAT 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 October 2013.

The second reading and public hearing being conducted on the 15th day of October 2013.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the _____ day of _____ 2013.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Exhibit "A" – Location and Zoning Map

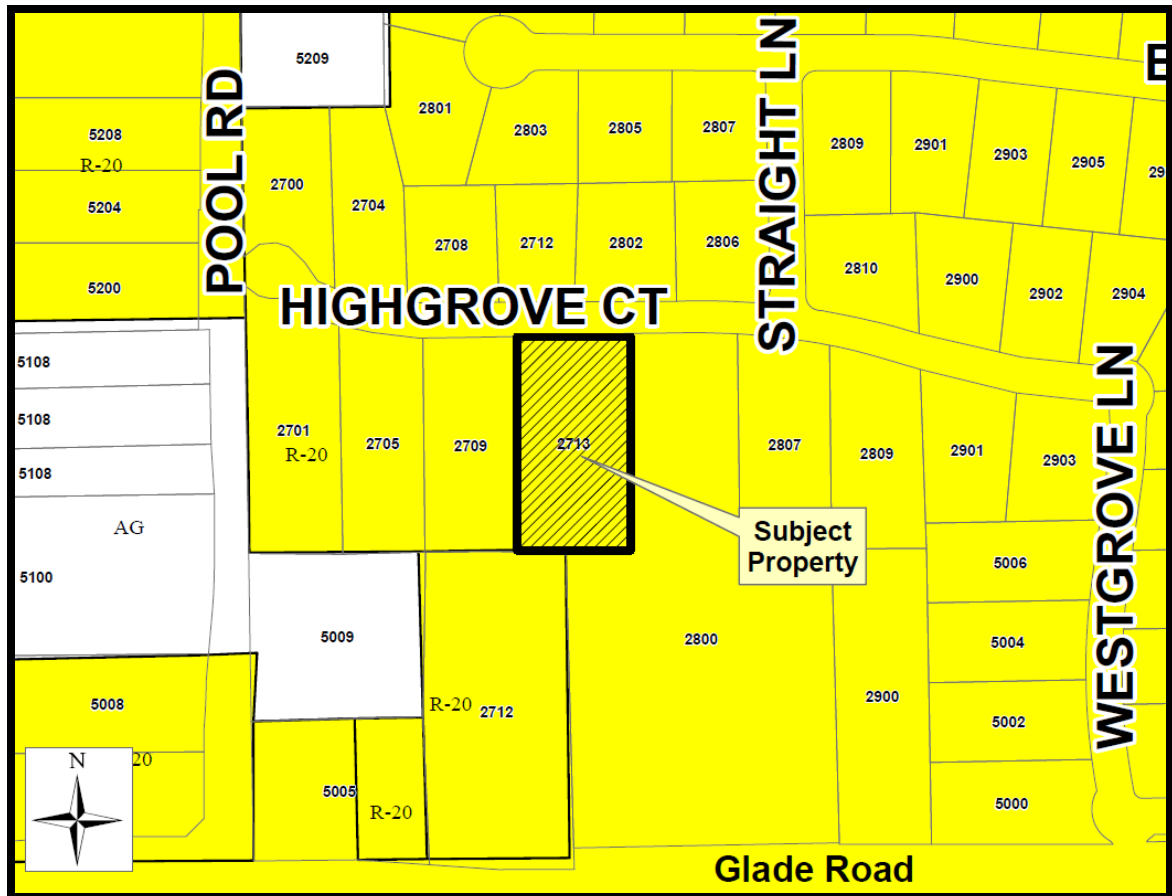


Exhibit "B" – Site Plan

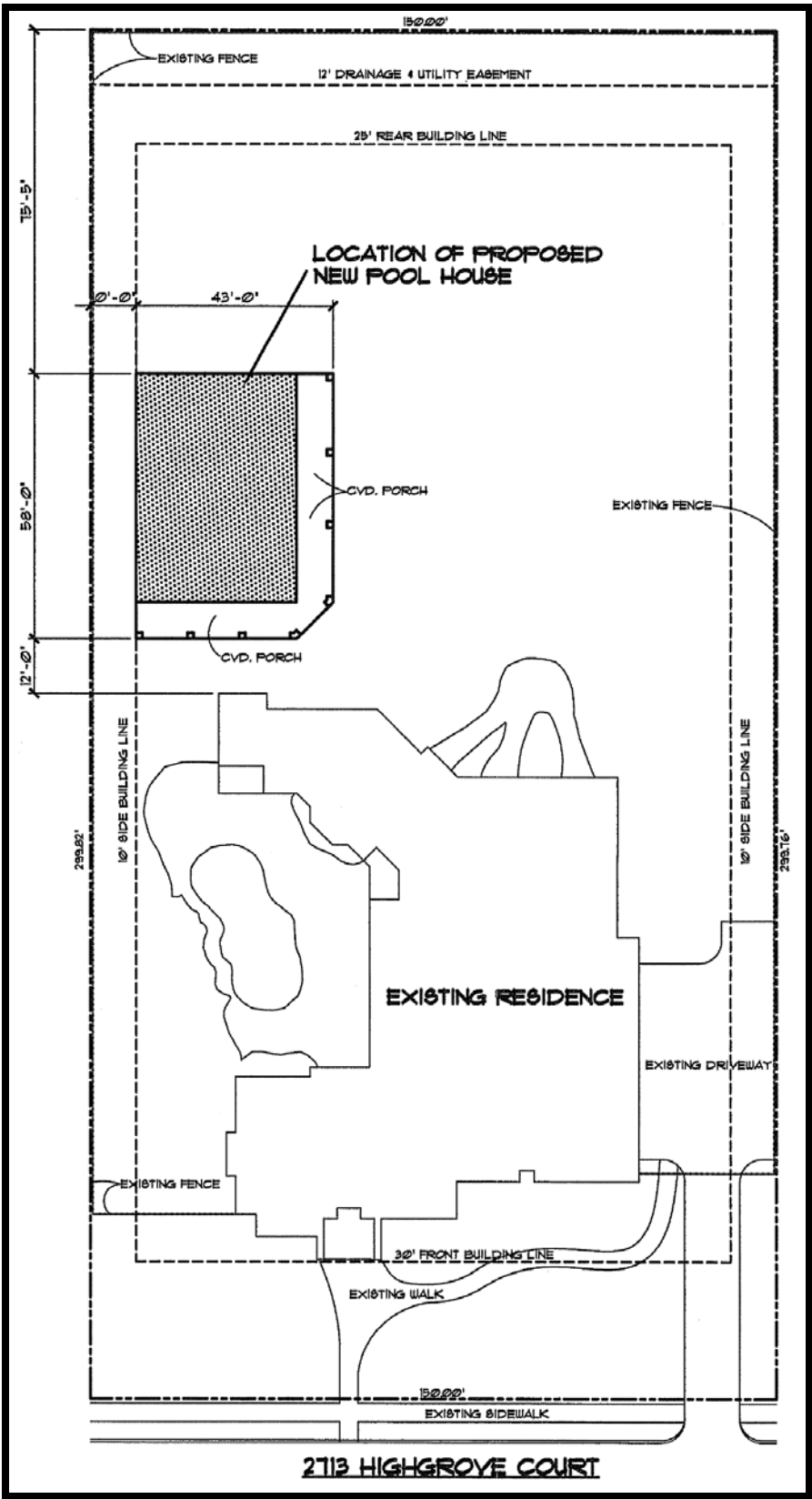
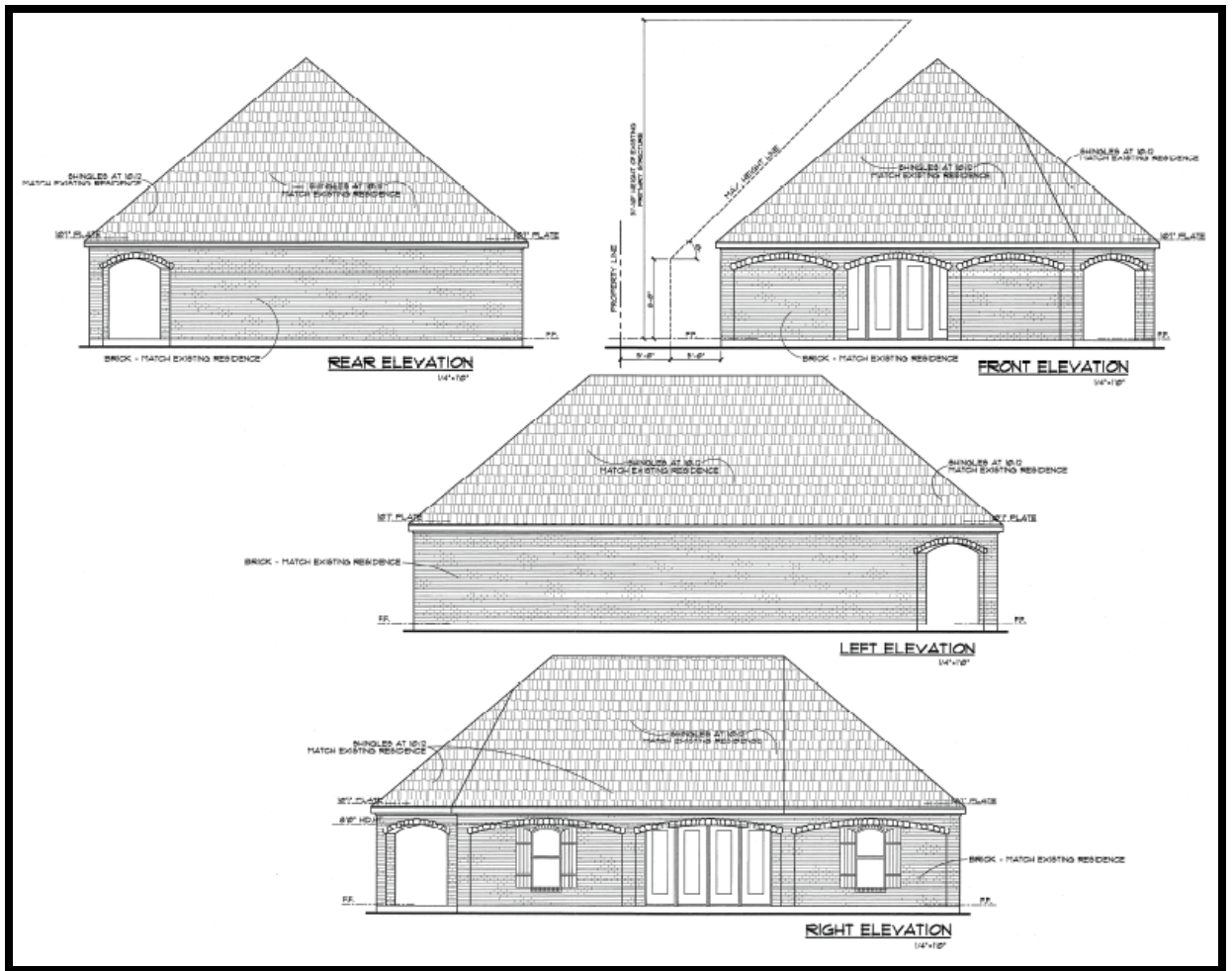


Exhibit "C" – Building Elevations





City of Colleyville City Council Agenda Briefing

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

Agenda Number 5c	Agenda Date 10/15/2013	Number Ordinance O-13-1889
Type Public Hearing Agenda Items		
Department Community Development		

Title

Consideration of a request for a zoning change from AG-Agricultural to R40-Single Family Residential, on 1.06 acres on Lot 8, of the Mrs. Eva Paul's Subdivision, located at 1105 Tinker Road, Case ZC13-012

Explanation

Second Reading and Public Hearing

There were no speakers regarding this request at the October 2, 2013 City Council meeting.

First Reading and Public Hearing

Frank Ritz has submitted a request to change the zoning on 1.06 acres, located at 1105 Tinker Road. The applicant is requesting to rezone the property from the AG-Agricultural zoning district to the R-40-Single Family Residential zoning district. The applicant is seeking a zoning change in order to build a new single family home in place of the existing home. The AG-Agricultural zoning district allows single family detached uses. However, the AG zoning district requires a minimum 25 foot side yard setback, a minimum rear yard setback of 40 feet, and a minimum lot size of 130,680 square feet.

Existing Conditions. The subject property is platted and currently consists of a 1,540 square foot single family detached home that was built in 1965.

Statement of Planning Objectives. The applicant submitted a Statement of Planning Objectives which contains a brief description of the proposed development, and it is attached to this agenda briefing.

Non-Discretionary Zoning Request. As the rezoning request does not involve a discretionary zoning category such as a Special Use Permit or Planned Unit Development, and is, instead, a rezoning request from one non-discretionary zoning district to another non-discretionary zoning district, no extra conditions or exactions may be added to the proposed ordinance as part of any approval by the City Council.

Lot Dimensions and Setbacks. The R-40 zoning regulations, in the Land Development Code, require a minimum lot size of 40,000 square feet with a minimum lot width of 150 feet, and lot depth of 150 feet. Per Section 3.24 G, Schedule of District

Regulations, in the Land Development Code, the following residential zoning standards apply:

Minimum Front Yard Setback: 40 feet

Minimum Side Yard Setbacks: 15 feet

Minimum Rear Yard Setback: 25 feet

Maximum Building Height: 35 feet

Maximum Lot Coverage: 20 Percent

The current dimensions of the lot meet the minimum standards of the Land Development Code for the R-40 zoning district.

Surrounding Development Trends. The properties to the north are zoned R-40 Single Family Residential zoning district and are developed as single family detached homes. The properties to the east and west are zoned AG-Agricultural and are developed as single family detached homes. The properties to the south are zoned R-20 Single Family Residential and are developed as single family detached homes.

Master Plan. The Future Land Use Plan designates the subject property for single family residential uses. The proposed rezoning is consistent with the Future Land Use Plan.

Public Notification. Staff mailed notices to 13 adjacent property owners within 200 feet as well as all Homeowners Associations within 500 feet of the subject property regarding this request. Notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. To date, staff has received no correspondence regarding this request.

Planning and Zoning Commission Recommendation. The Planning and Zoning Commission recommended approval of this request at the September 9, 2013 meeting by a vote of 5-0.

Summary. The proposed zoning change is consistent with the Future Land Use Plan, which designates the subject property as single family residential uses.

Financial Impact

There is no financial impact to the City.

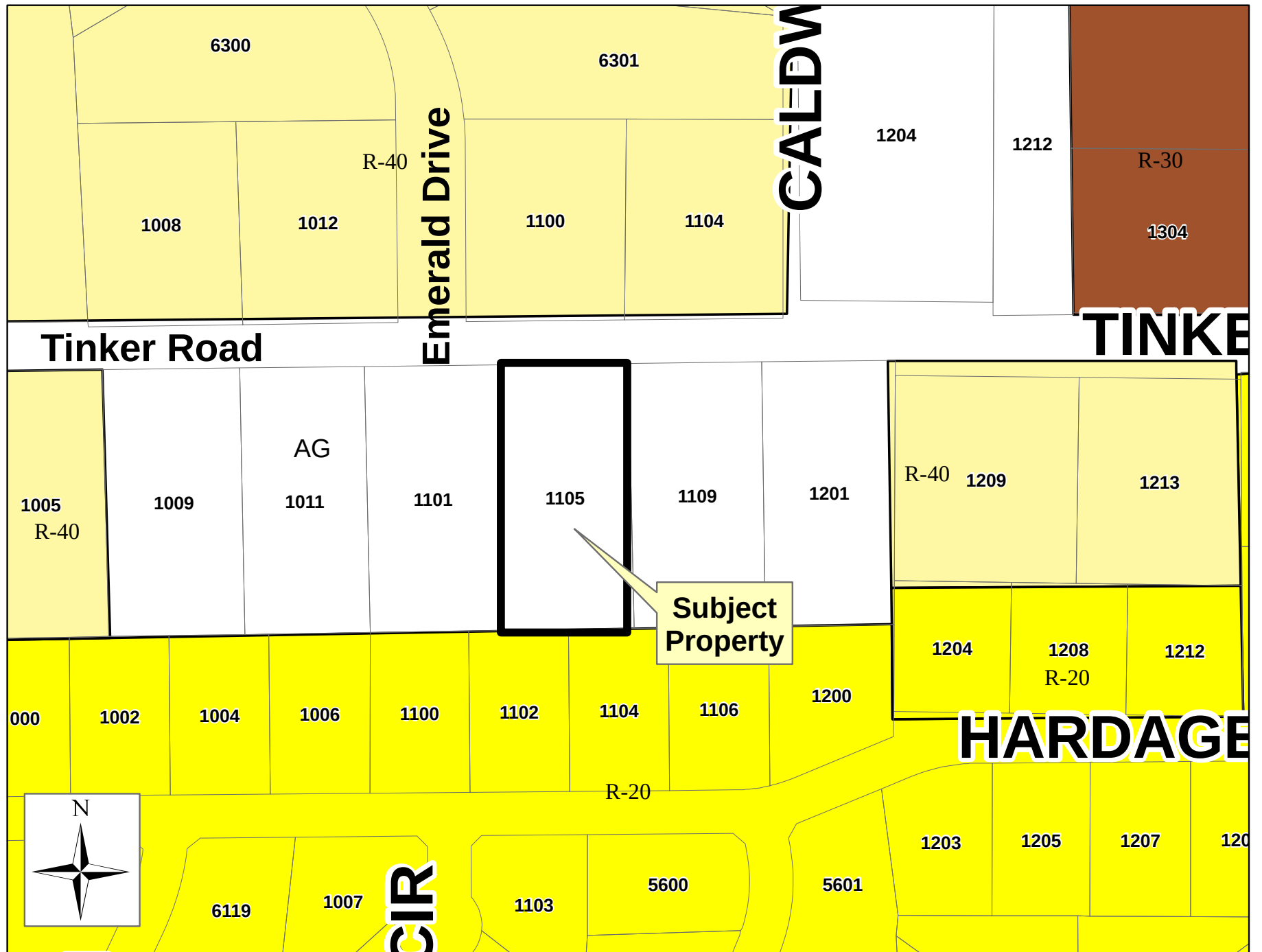
Recommendation

Approve

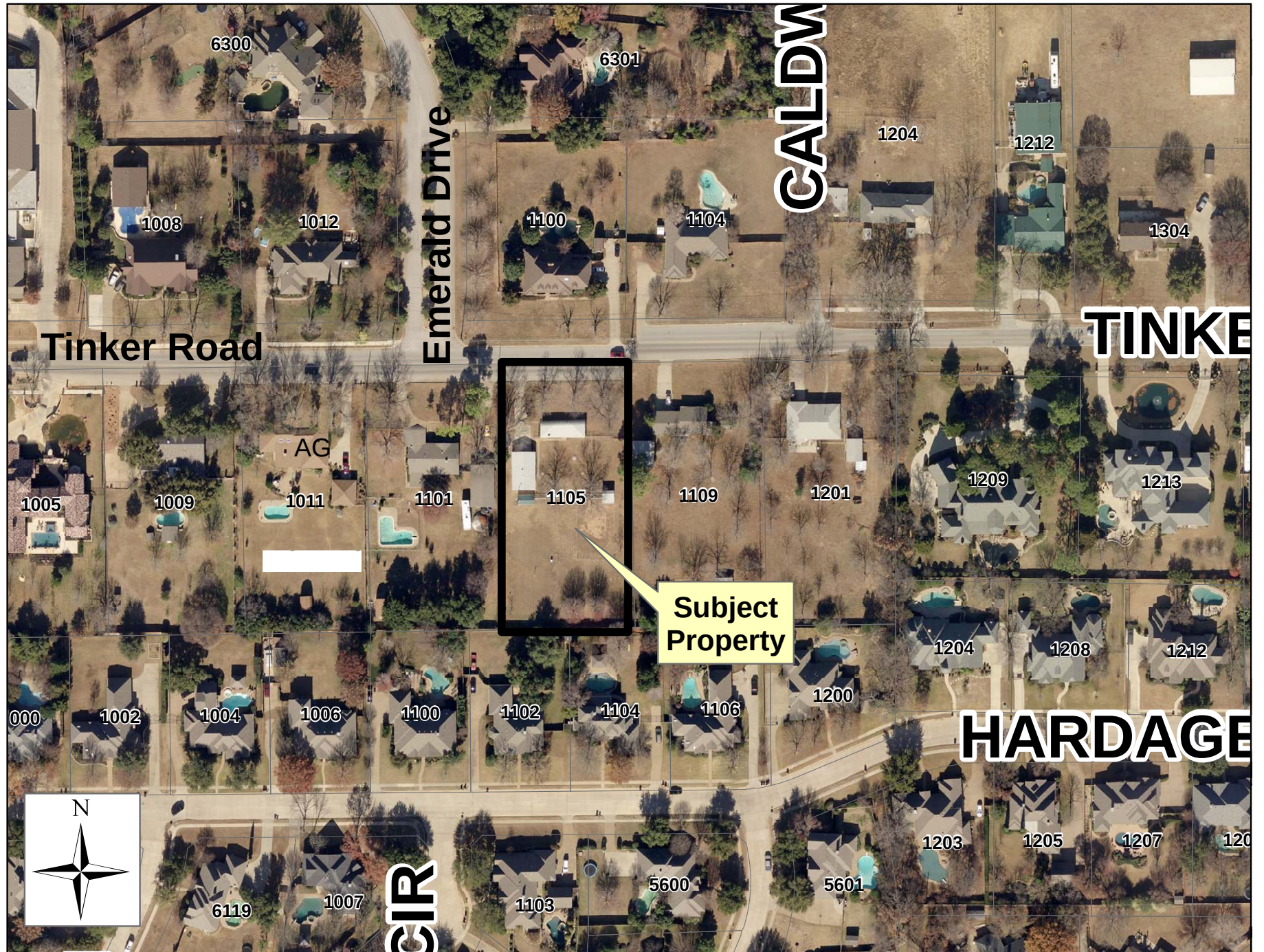
Attachments

1. Location and Zoning Map
2. Aerial
3. Buffer Map
4. Notification List
5. Statement of Planning Objectives
6. Zoning Exhibit
7. Ordinance O-13-1889

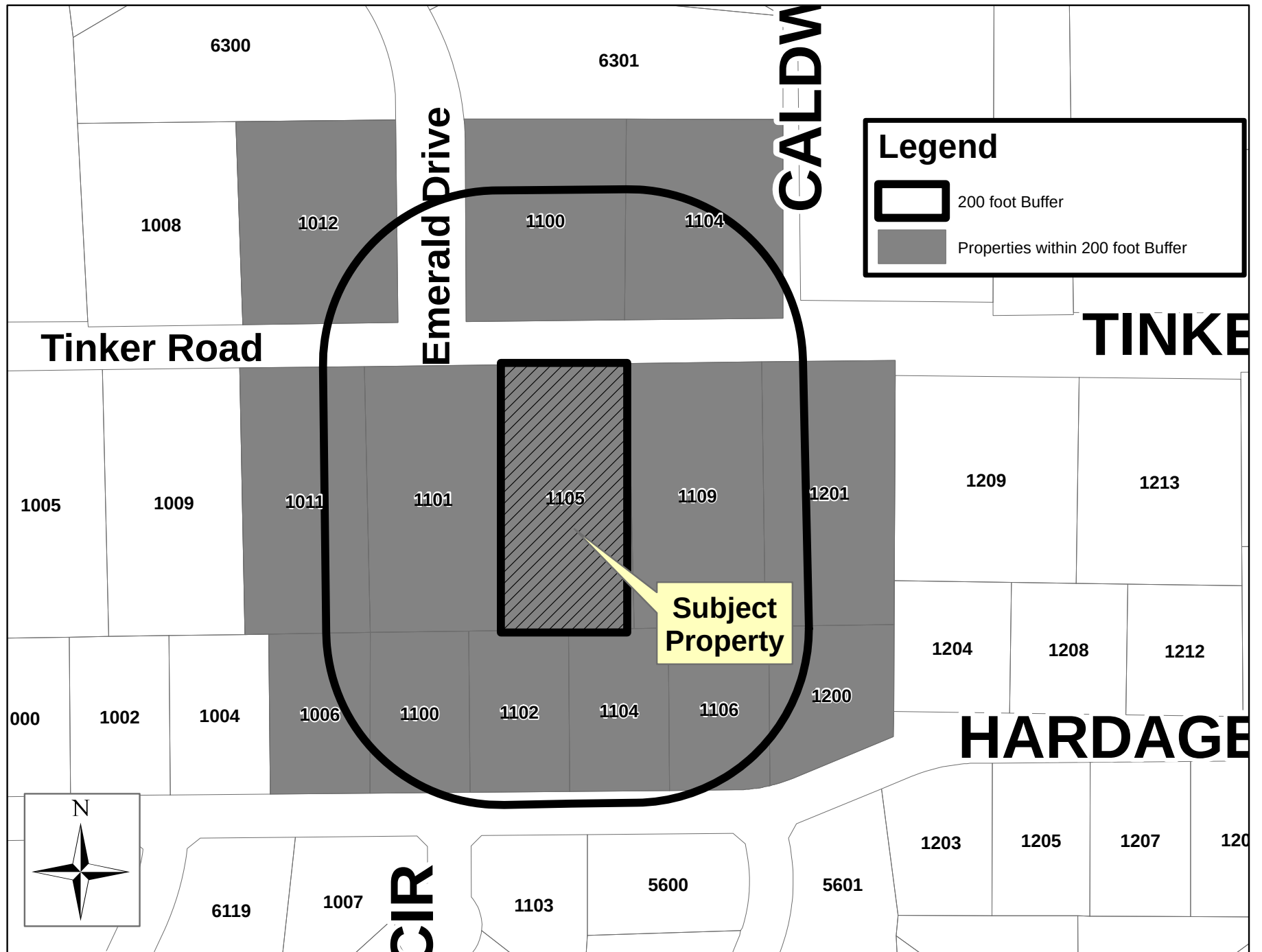
Location and Zoning Map



Aerial



Buffer Map



Notification List

Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Situs Address
Maddox, Ty C Etux Tiffany	1200 Hardage Ln	Colleyville	Texas	76034	1200 Hardage Ln
Lewis, Mary Belinda	7004 Rosebrook	Colleyville	Texas	76034	1201 Tinker Rd
Ostman, Neal Etux Janis N	1104 Tinker Rd	Colleyville	Texas	76034	1104 Tinker Rd
Turpentine, George A	1100 Tinker Rd	Colleyville	Texas	76034	1100 Tinker Rd
Nunn, Kenneth E Jr	1101 Tinker Rd	Colleyville	Texas	76034	1101 Tinker Rd
Vigil, Stephen L Etux Theresa	1011 Tinker Rd	Colleyville	Texas	76034	1011 Tinker Rd
Flowers, Keith	1012 Tinker Rd	Colleyville	Texas	76034	1012 Tinker Rd
Bolton, Jonathan Etux Carol	105 Williamsburg Ct	Colleyville	Texas	76034	1109 Tinker Rd
Smith, J Daniel Etux Becky	1102 Hardage Ln	Colleyville	Texas	76034	1102 Hardage Ln
Sporisky, Jody J & Julie K	1100 Hardage Ln	Colleyville	Texas	76034	1100 Hardage Ln
Wright, Gary Etux Melinda	1006 Hardage Ln	Colleyville	Texas	76034	1006 Hardage Ln
Ewing, Stephen Etux Maria	1104 Hardage Ln	Colleyville	Texas	76034	1104 Hardage Ln
Lane, Lonnie B II Etux Aimee	1106 Hardage Ln	Colleyville	Texas	76034	1106 Hardage Ln
Ritz, Frank A Etux Brenda, Applicant	1105 Tinker	Colleyville	Texas	76034	Applicant

Public Hearing notices were mailed
Fri., Aug. 30, 2013 by Taci Wrisley

Statement of Planning Objectives

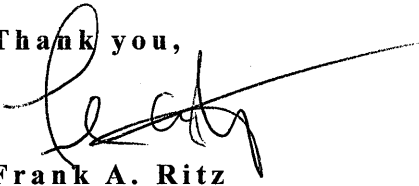
August 8, 2013

**Re; Statement Of Planning Objective
Zoning Change City of Colleyville
Lot 8 Mrs. Eva Paul's Subdivision
1105 Tinker Road**

To Whom It May Concern:

We will be constructing a single family residence and would like to have the property rezoned from AG to R-40. We believe the zoning change is more in keeping with the neighborhood both now and in the future. Construction will begin as soon as possible.

Thank you,

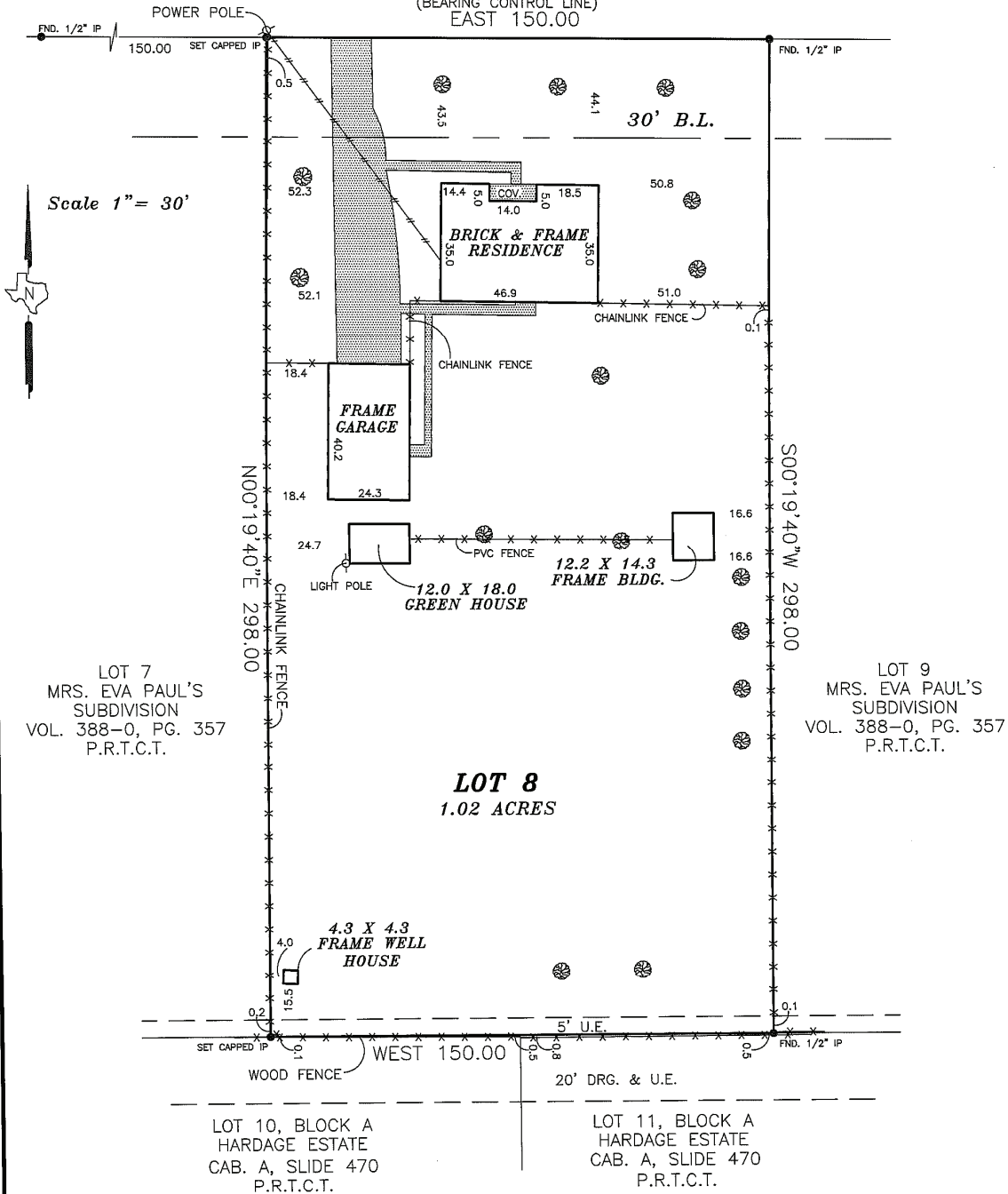
A handwritten signature in black ink, appearing to read 'Frank A. Ritz', with a long horizontal stroke extending to the right.

Frank A. Ritz

Zoning Exhibit

1105 TINKER ROAD

50' R.O.W. ~ ASPHALT PAVING
(BEARING CONTROL LINE)
EAST 150.00



TRINITY TITLE OF TEXAS GF FILE NO. 7278FW

I, CHARLES B. HOOKS, JR., RPLS, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE BOUNDARY LINE, DIMENSIONS AND AREA OF THE LAND INDICATED THEREON, THE LOCATION OF ALL IMPROVEMENTS, THE LOCATION OF ALL ALLEYS, STREETS RIGHT-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD WHICH AFFECT THE PROPERTY. THE UNDERSIGNED FURTHER CERTIFIES THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHT-OF-WAYS EXCEPT AS SHOWN HEREON.

ACCORDING TO FEMA MAP NO. 48433C00095K, ZONE X, DATED 9-25-09
THE ABOVE LOT DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN, AT THIS TIME.

BEING LOT 8, OF MRS. EVA PAUL'S SUBDIVISION, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 388-0, PAGE 357, PLAT RECORDS, TARRANT COUNTY, TEXAS

LEGEND:

- IRON PIN
- IRON PIPE
- △ BOIS D'ARC STAKE
- CONCRETE MONUMENT
- x-x- FENCE
- p-p- POWER LINE
- t-t- TELEPHONE LINE
- c-c- CABLE TELEVISION
- CONCRETE PAVING
- ASPHALT PAVING



LOYD BRANSOM SURVEYORS INC.

CHARLES B. HOOKS, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
1028 NORTH SYLVANIA AVENUE
FT. WORTH, TEXAS 76111
(817) 834-3477

Charles B. Hooks, Jr.

13-676

DATE: 07-07-13

ORDINANCE O-13-1889

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AS HERETOFORE AMENDED; BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON 1.06 ACRES ON LOT 8 OF THE MRS. EVA PAUL'S SUBDIVISION, LOCATED AT 1105 TINKER ROAD, FROM THE AG-AGRICULTURAL ZONING DISTRICT TO THE R40-SINGLE FAMILY RESIDENTIAL ZONING DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for rezoning under Case ZC13-012; and

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

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

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

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

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 1.06 acres on Lot 8 of the Mrs. Eva Paul's Subdivision, located at 1105 Tinker Road, from the AG-Agricultural zoning district to the R40-Single Family Residential zoning district, as depicted in the attached Exhibit "A".
- Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

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

Sec. 7. THAT 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 October 2013.

The second reading and public hearing being conducted on the 15th day of October 2013.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the _____ day of _____ 2013.

ATTEST:

CITY OF COLLEYVILLE

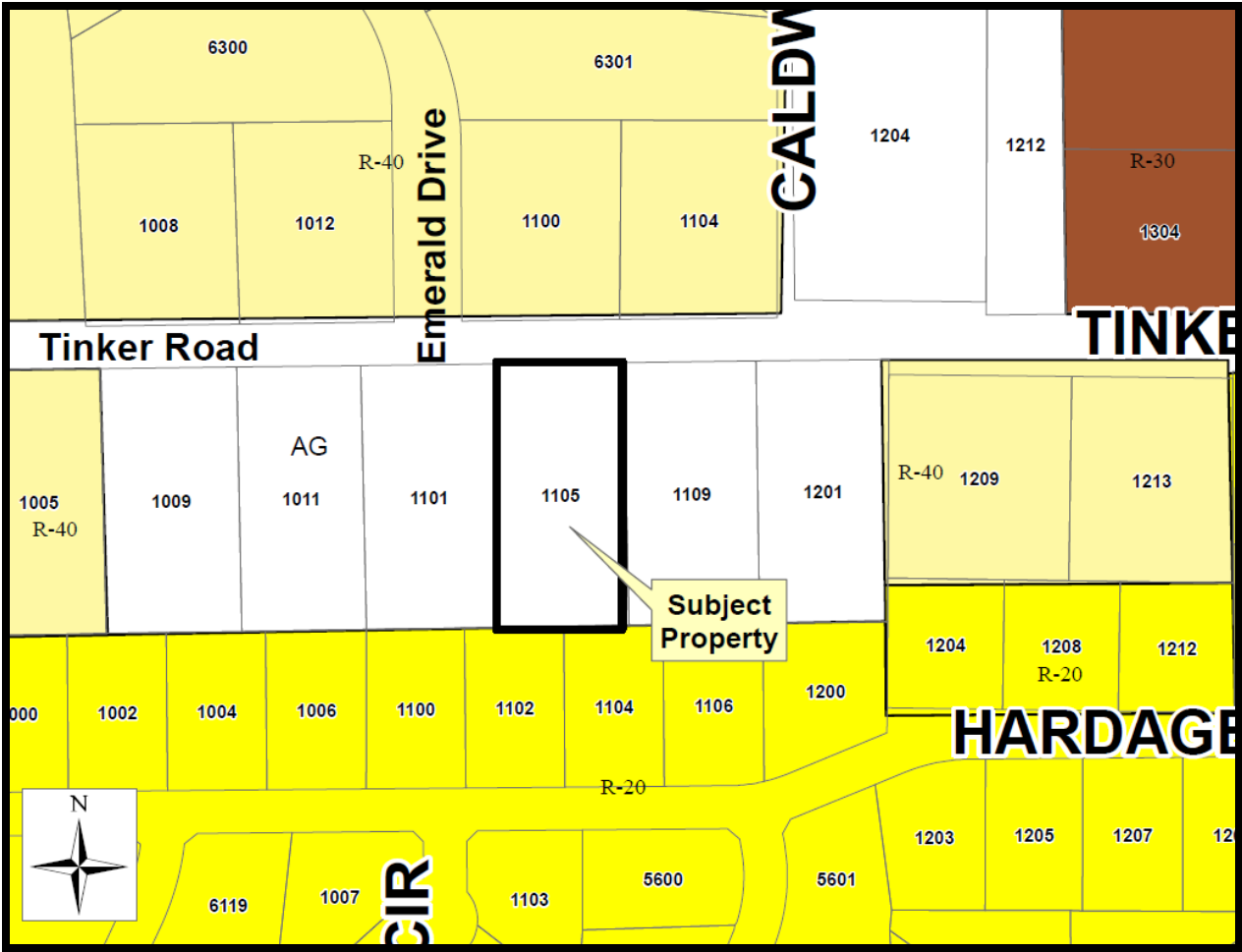
Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Exhibit “A”- Location and Zoning Map





City of Colleyville City Council Agenda Briefing

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

Agenda Number 5d

Agenda Date 10/15/2013

Number Ordinance O-13-1890

Type Ordinance

Department Community Development

Title

Consideration of a request for a Special Use Permit for a dance studio on Lot 1, Block 1, of the Ratliff Addition, located at 5310 Pleasant Run Road, Case ZC13-013

Explanation

Second Reading and Public Hearing

There was one person who spoke in opposition to this request at the October 2, 2013 meeting.

First Reading and Public Hearing

Yuli Nesterenko has submitted a request for a Special Use Permit to allow a dance studio at 5310 Pleasant Run Road.

Existing Conditions and Zoning. The subject property is platted and contains a 4,712 square foot building, which is currently vacant. The building was built in 1977 and housed the Colleyville Post Office until 1997, when the current post office was constructed at 1501 Hall-Johnson Road. The building was subsequently occupied by several businesses and has been vacant for over a year. The property owner performed minor remodeling of the building earlier this year by adding some new windows and a new masonry surface over the original brick wall.

The subject property is zoned CN-Neighborhood Commercial zoning district.

Special Use Permit Requirement. The use of a dance studio is permitted in the CN-Neighborhood Commercial zoning district with the approval of a Special Use Permit. Dance studios are allowed by right in all other commercial zoning districts with the exception of the CPO-Professional Office Commercial zoning district, where a Special Use Permit is also required. The reason for the Special Use Permit requirement in the CN-Neighborhood Commercial is due to the following description of the zoning district in the Land Development Code: "This district is designed to be compatible adjacent to or near residential areas and to provide goods needed by homeowners on a usual basis. The lot size maximum is small to encourage small-scale developments, and hours of operation do not permit businesses to be open at night."

Statement of Planning Objectives. The applicant submitted a Statement of Planning Objectives, which contains a detailed description of the proposed business, and is

attached to this agenda briefing.

Proposed Business. The proposed business would be named the Marina Almayeva School of Classical Ballet. The business is currently located at 4209-B Colleyville Boulevard. The applicant states that the school teaches classical ballet and other dance styles to children aged 3 to 18. The applicant states that they are moving to the proposed location given its larger size. There are currently 90 students enrolled in the school with a potential growth to 300 students within five to ten years. Upon approval of the Special Use Permit, the applicant states that they intend to perform minor interior modifications that would include creating three dance rooms. The applicant states that there would be no more than 45 students attending classes on the site at any one time.

Parking, Access, and Traffic Generation. The Land Development Code requires that dance studios provide a minimum of one parking space per 200 square feet of gross floor area. Given a gross floor area of 4,712 square feet, a minimum of 24 parking spaces are required for the proposed use. There are currently 35 parking spaces located on the subject property. Therefore, adequate parking exists for the proposed use.

The subject property contains two points of access, with one driveway located on Central Drive and one driveway on Pleasant Run Road. Given that students will likely be dropped-off and picked-up, the two driveways are situated such that pick-up/drop-off traffic can circulate from one driveway to the next without having to turn-around.

According to the Trip Generation Manual published by the Institute of Transportation Engineers, the proposed use would generate 192 trips per day on average based on a gross floor area of 4,712 square feet. Based on the estimate from the applicant that no more than 45 students will be taking classes at any one time, it can be assumed that there may be a maximum of 45 vehicles arriving to the property at any one time.

Given the amount of parking provided on the site, staff recommends that no cars be allowed to queue or park on Central Drive or Pleasant Run Road in conjunction with the proposed use in order to minimize impacts to the surrounding neighborhood. As such, all traffic should queue on the subject property and utilize existing parking spaces where possible. This requirement is not reflected in the proposed ordinance given the Planning and Zoning Commission recommendation stated below.

Hours of Operation. The applicant states that the business will be open from 11:00 a.m. to 9:00 p.m. daily. The applicant states that the last class will be from 7:00 p.m. to 9:00 p.m. and will contain the oldest, and smallest, group of students with the least amount of traffic impact. According to the Land Development Code, businesses located in the CN-Neighborhood Commercial district are only allowed to be open during daytime hours.

The applicant's requested hours of operation have been added to the proposed ordinance.

Development Plans. The applicant states that the business should be open in January 2014 if the request is approved.

Surrounding Land Uses. The properties to the north are zoned CN-Neighborhood Commercial zoning district and contain a single tenant office building and a vacant lot. The properties to the east are zoned AG-Agricultural and CC1-Village Retail and developed as single family detached homes and First Baptist Church. Properties to the west are zoned R-20 Single Family Residential and are developed as single family detached homes. The property to the south is zoned AG-Agricultural and is vacant.

Master Plan. The Future Land Use Plan designates the subject property for single family residential uses. Although the proposed zoning request is not consistent with the Future Land Use Plan, it is compliant with the current zoning on the property with the approval of a Special Use Permit.

Public Notification. Staff mailed notices to 14 adjacent property owners within 200 feet, as well as all Homeowners Associations within 500 feet of the subject property regarding this request. Notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. Two letters of opposition have been received regarding this request.

Planning and Zoning Commission Recommendation. The Planning and Zoning Commission recommended approval of this request at the September 9, 2013 meeting by a vote of 5-0, with the condition of removing Section 4(1)(d) and (e) of proposed Ordinance O-13-1890, which state:

"d. Notwithstanding any requirements of the building and fire code, there shall be no more than 45 students occupying the building and/or premises at any one time.

e. No vehicle traffic associated with the dance studio may queue or park on any public street at any time."

These sections have been removed from proposed Ordinance O-13-1890.

Summary. The subject property has contained institutional and commercial uses since 1977. The primary impacts from the proposed use involve traffic generation. Provided all traffic generated by the proposed use is confined to the subject property and does not encroach into the existing single family neighborhood to the west along Central Drive, staff believes that the proposed use is compatible with the surrounding neighborhood.

Financial Impact

There is no financial impact to the City.

Recommendation

Approval with the following conditions:

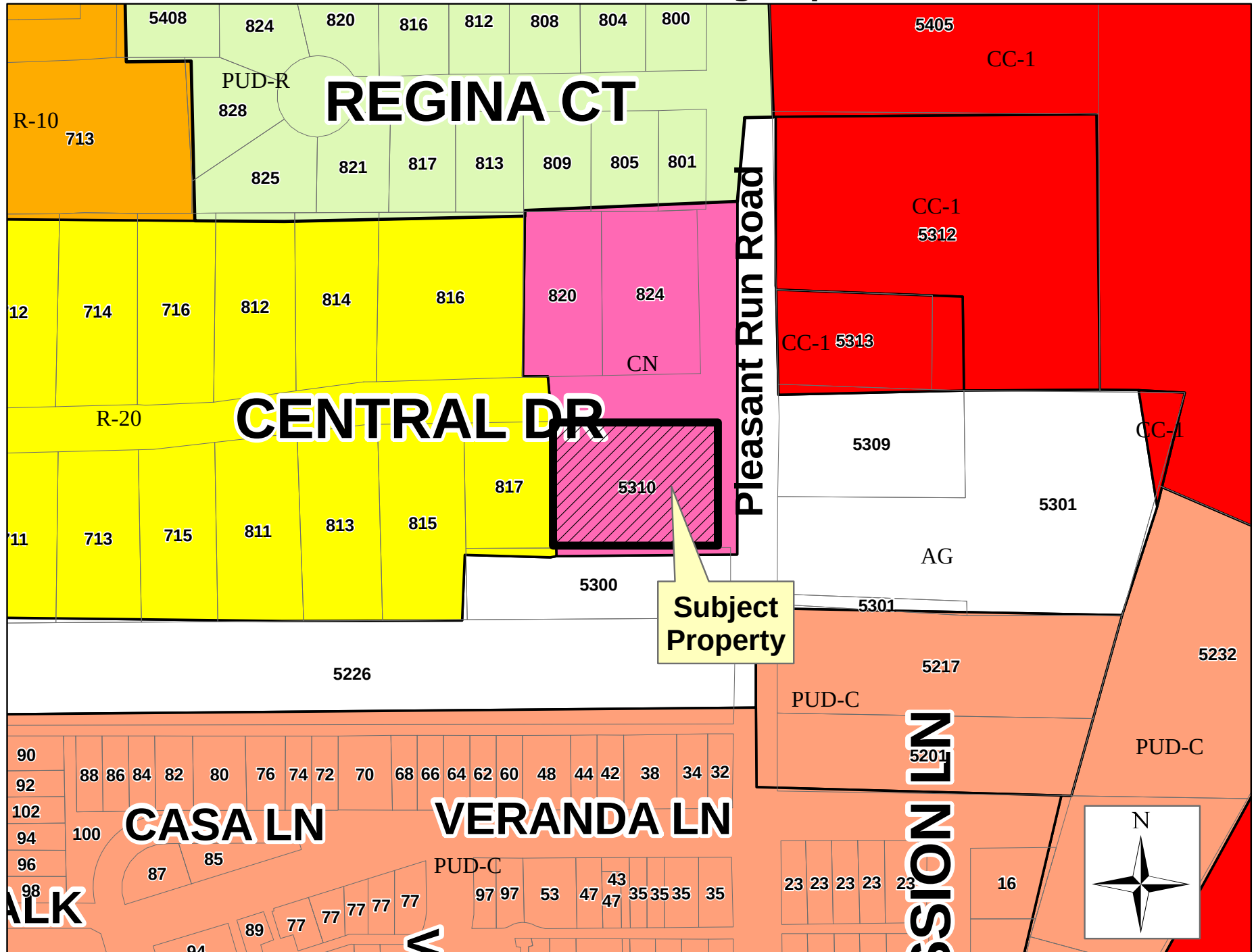
1. GENERAL

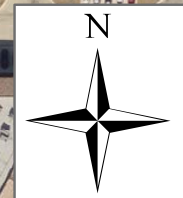
- a. The Special Use Permit shall only apply to the use of a dance studio, allowed as described in Exhibit "B".
- b. The dance studio shall not occupy more than 4,712 square feet of building area on the subject property.
- c. The dance studio may operate until 9:00 p.m. and shall, otherwise, operate during daytime hours only.
- d. All requirements of the Land Development Code shall be met, except where amended herein.

Attachments

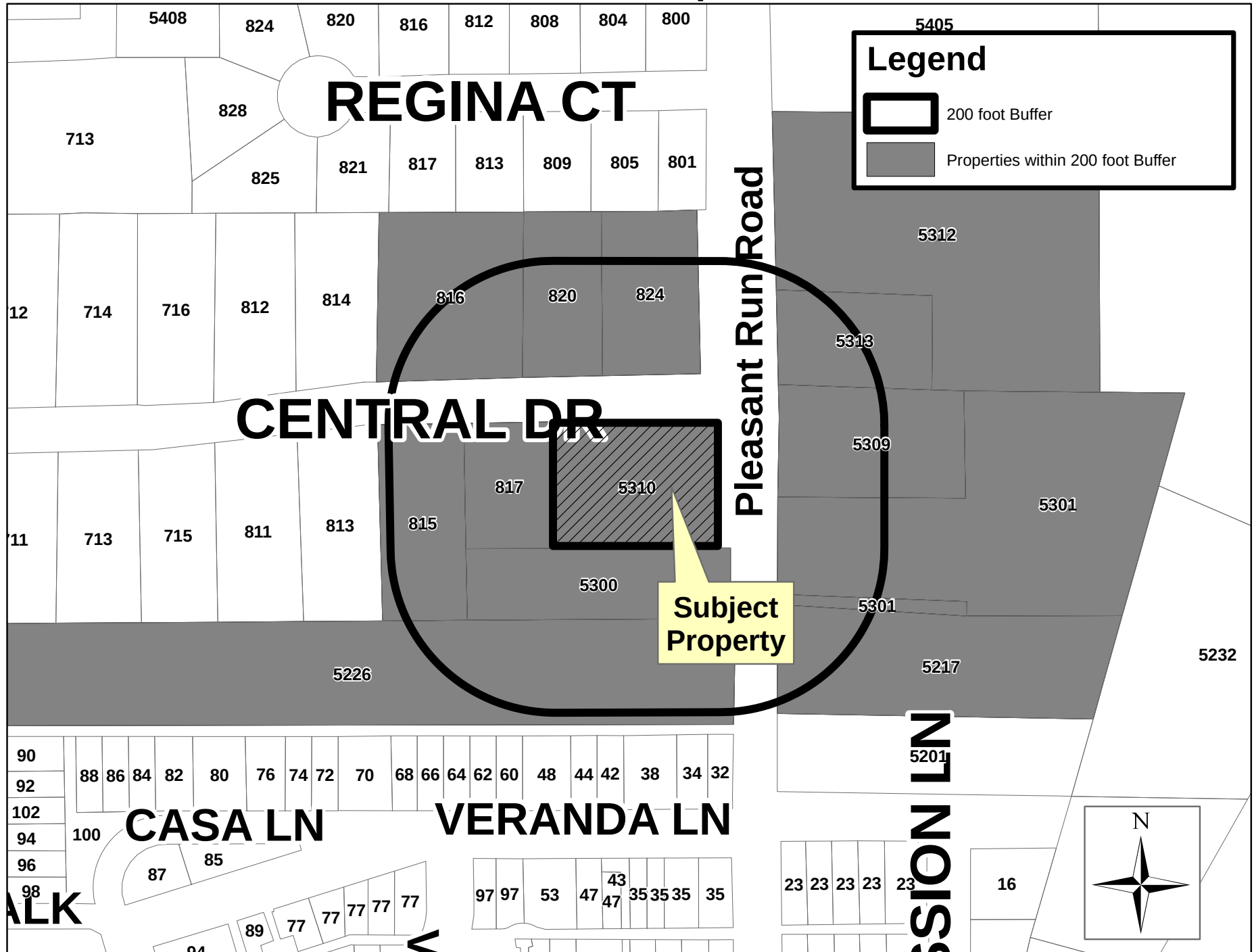
1. Location and Zoning Map
2. Aerial
3. Buffer Map
4. Notification List
5. Letters of Opposition
6. Statement of Planning Objectives
7. Site Plan
8. Ordinance O-13-1890

Location and Zoning Map



[illegible]

Buffer Map



Notification List

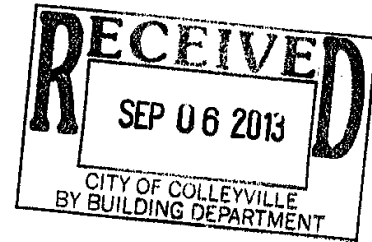
Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Situs Address
Hart, Kay Lynn Foster	5301 Pleasant Run Rd	Colleyville	Texas	76034	5301 Pleasant Run Rd
First Baptist Ch Colleyville	5405 Pleasant Run Rd	Colleyville	Texas	76034	5312 Colleyville Blvd
D & V Walker Properties Llc	5501 Normandy Dr	Colleyville	Texas	76034	5226 Pleasant Run Rd
Horobec, John	1404 W Irving Blvd	Irving	Texas	75061	5300 Pleasant Run Rd
Lala, Marlene	816 Central Dr	Colleyville	Texas	76034	816 Central Dr
Groffman, Steven Etux Beth	815 Central Dr	Colleyville	Texas	76034	815 Central Dr
Hart, Kay Lynn Foster	5301 Pleasant Run Rd	Colleyville	Texas	76034	5301 Pleasant Run Rd
Liberty Bank	860 Airport Fwy Ste 100	Hurst	Texas	76054	5217 Pleasant Run Rd
Ethridge, Edgar	3324 Dustin Trl	Hurst	Texas	76054	5309 Pleasant Run Rd
Clarke Products Inc	820 Central Dr	Colleyville	Texas	76034	820 Central Dr
Stephens, Jim & Ann Roseberry	3604 San Bar Ln	Colleyville	Texas	76034	824 Central Dr
Horobec, John	626 S Church St	Grapevine	Texas	76051	5310 Pleasant Run Rd
Figueroa, Robert & Beverley	817 Central Dr	Colleyville	Texas	76034	817 Central Dr
First Baptist Ch Colleyville	5405 Pleasant Run Rd	Colleyville	Texas	76034	5313 Pleasant Run Rd
Nesterenko, Yuliy (applicant)	4929 Chaps Ave.	Fort Worth	Texas	76244	Applicant

Public Hearing notices were mailed
Fri., Aug. 30, 2013 by Taci Wrisley

Letters of Opposition

September 4, 2013

City of Colleyville
Community Development Department
100 Main Street
Colleyville, Tx 76034



Planning and Zoning Case # ZC13-013

I want to express my concerns regarding this zoning request for a dance studio. There is limited parking at this location and if the dance class participants are more than just a few there will be cars parking on our street. We already have to deal with numerous delivery trucks and lawn care providers parking in front of our property during the day for the business across the street at 820 Central Dr. Now if there is a dance studio we will have the potential of parking issues day and night.

There is also the potential for loud music if the windows or doors are opened during class or if speakers are used. This will be disturbing, particularly late at night, to residents on our small street.

Thanks for your consideration of these issues.

Marlene Lala
816 Central Dr.
Colleyville, Tx 76034

Date: 9-9-13

SPEAKER CARD

☐ I will speak **In Support** of this item.

☒ I will speak **In Opposition** to this item.

☐ I do not wish to speak, but please record my: ☐ support ☐ opposition

Agenda Item Number: 4C

Name: Robert Figueroa

Address: 817 CENTRAL DRIVE

City: Collegeville State: TX Zip Code: 76034

Telephone Number: 817-788-4602 Representing: SELF
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: Robert Figueroa Robert A. [Signature]

This information is a Public Record.

SPEAKER CARD

Date: 10-2-13

Agenda Item Number: 0-13-1890

(5d)

For example: **5a (this can be found on the far left side of the agenda copy)**

_____ I will speak **In Support** of this item. ☒ I will speak **In Opposition** to this item.

_____ I do not wish to speak, but please record my: _____ **support** _____ **opposition**

Name: Robert Figueroa

Address: 817 CENTRAL DR

City: Collegeville

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: _____

Robert Figueroa

This information is a Public Record

Statement of Planning Objectives

Statement of Planning Objectives

Marina Almayeva School of Classical Ballet

(SUP Application for property located at 5310 Pleasant Run Rd. Colleyville, TX 76034)

Marina Almayeva School of Classical Ballet is a ballet studio currently located at 4209 #B Colleyville Blvd. Colleyville, TX 76034.

The studio was established as general partnership in May of 2007 by Marina Almayeva, former professional ballerina trained in Russia and her husband Yuliy Nesterenko.

Primary business activity of the school is teaching classical ballet and several other dance styles to children aged 3 to 18. The studio was opened in 2007 with no students and over 6 years has grown to the size of about 90 students on average taking classes. At this size the current facility of the studio cannot sufficiently accommodate all students and all classes which becomes an obstacle for continued growth of the business.

The new facility at 5310 Pleasant Run Rd. that the studio is planning to occupy is considerably larger and has better location from the business development prospective. The intended use of the building will be dance instructions to children. Classes will be taught by a small faculty of 3 – 4 dance instructors in 3 dance rooms with 10 – 20 students in class on average.

The classes use standard household audio equipment and no sounds can ever be heard outside the building, so there may never be any disturbance of any kind to anyone.

A small part of the facility (small office) will accommodate a Dancewear store, which will sell dance clothes to the students.

Traffic Impact and Parking

Traffic impact from the studio will be insignificant even when the number of students increase. Currently less than 90 students attend the school with estimated number of 50 vehicle trips per day. Even with growth to 300 students that may take 5 to 10 years the number of trips per day will still be less than 200.

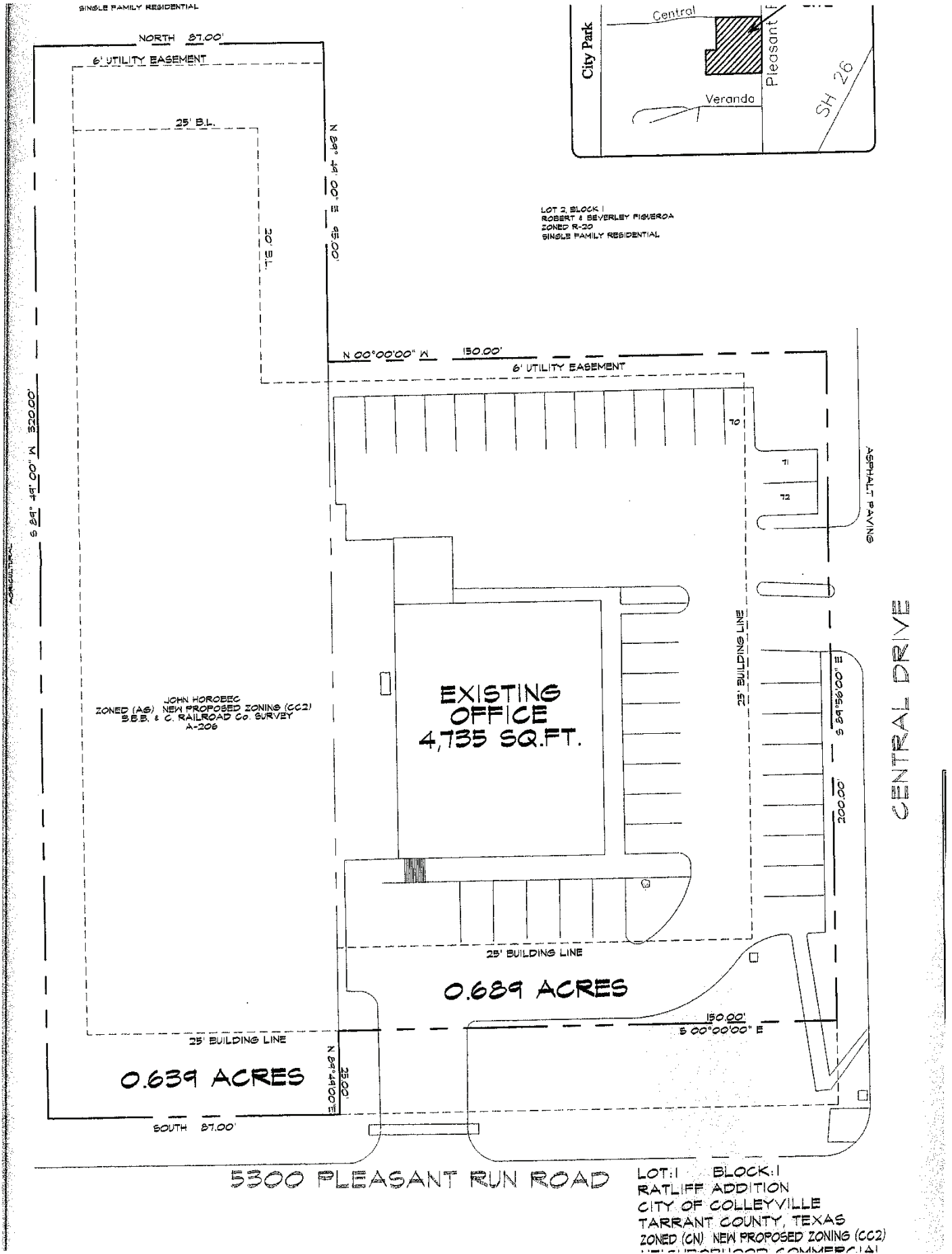
The largest number of students taking classes at the same time in 3 studios should not exceed 45, but for the time been would be much closer to 25. There is plenty of parking available to easily accommodate all drop-offs and pick-ups, even if most parents decide to wait in the studio, which in reality never happens. The majority of students are usually dropped off by their parents for a couple of hours and picked up later. (Current location has about 6-8 parking slots in front and more on the back, but the back parking is almost never used.)

The majority of classes take place after 4 pm since most students attend schools in the first half of the day. Hence, the business hours for this facility will be 11 am to 9 pm. The last class during the day is usually 7 pm to 9 pm. These classes are for students age 13 and older which is the group with the lowest number of students. This means that there will be effectively no traffic in and out of school after 7 pm.

Development Plans

If the special use permit is granted for the facility, the planned renovation project will start upon receiving building permit. The project will take approximately 30 to 40 days to be completed and will include partitioning of the facility into 3 dance rooms, lobby and a few small offices, including the one housing a small dancewear store. If application is granted in October and CO is issued the studio will start operations in January 2014.

Site Plan



ORDINANCE O-13-1890

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF LOT 1, BLOCK 1 OF THE RATLIFF ADDITION, LOCATED AT 5310 PLEASANT RUN ROAD BY AUTHORIZING A SPECIAL USE PERMIT FOR A DANCE STUDIO; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit for a dance studio under Case No. ZC13-013; and

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

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

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

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

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance

Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on Lot 1, Block 1 of the Ratliff Addition located at 5310 Pleasant Run Road by authorizing a Special Use Permit for a dance studio, as depicted on Exhibit "A" and described in Exhibit "B".
- Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The Special Use Permit shall only apply to the use of a dance studio, allowed as described in Exhibit "B".
- b. The dance studio shall not occupy more than 4,712 square feet of building area on the subject property.
- c. The dance studio may operate until 9:00 p.m. and shall, otherwise, operate during daytime hours only.
- d. All requirements of the Land Development Code shall be met, except where amended herein.

- Sec. 5. THAT any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 6. THAT if any section, paragraph, subdivision, clause, phrase, or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 7. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 8. THAT 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 October 2013.

The second reading and public hearing being conducted on the 15th day of October 2013.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the _____ day of _____ 2013.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Exhibit "A" – Location and Zoning Map

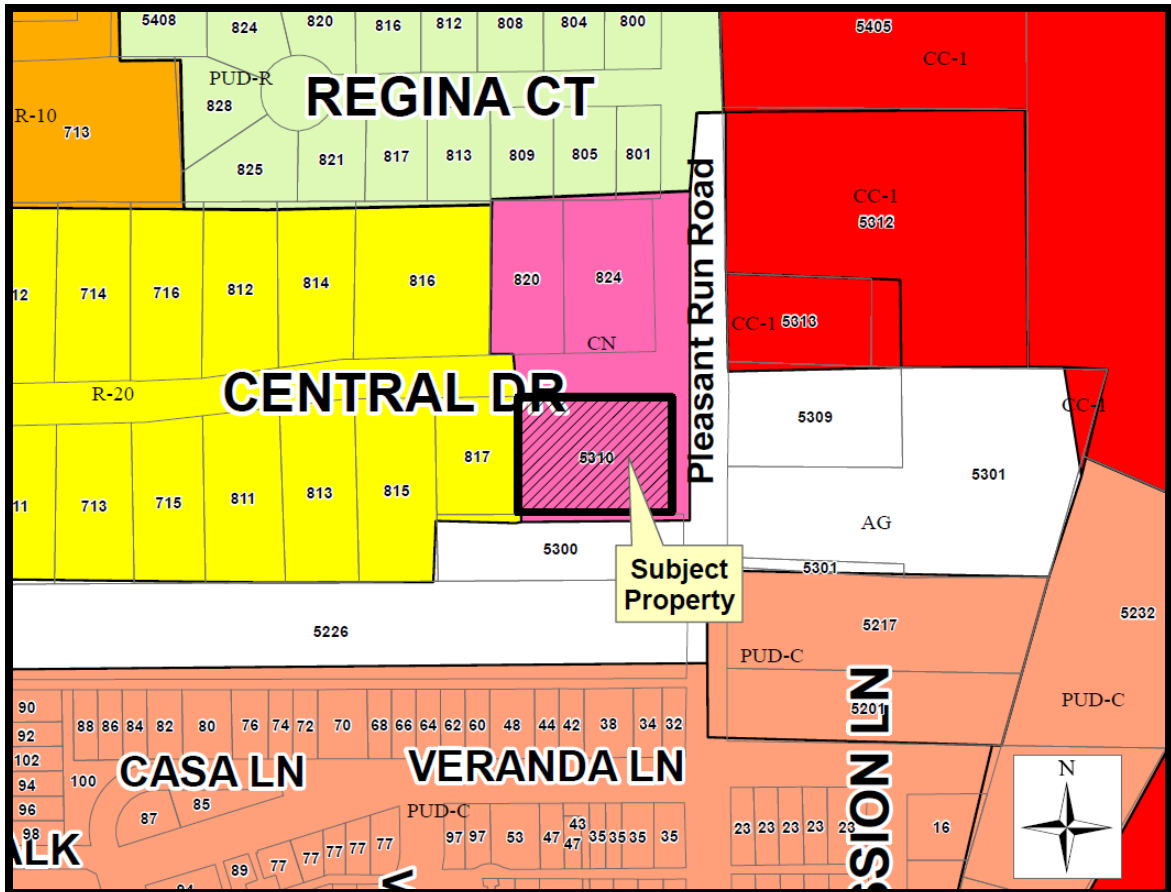


Exhibit “B” – Statement of Planning Objectives

Statement of Planning Objectives

Marina Almayeva School of Classical Ballet

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The studio was established as general partnership in May of 2007 by Marina Almayeva, former professional ballerina trained in Russia and her husband Yuliy Nesterenko.

Primary business activity of the school is teaching classical ballet and several other dance styles to children aged 3 to 18. The studio was opened in 2007 with no students and over 6 years has grown to the size of about 90 students on average taking classes. At this size the current facility of the studio cannot sufficiently accommodate all students and all classes which becomes an obstacle for continued growth of the business.

The new facility at 5310 Pleasant Run Rd. that the studio is planning to occupy is considerably larger and has better location from the business development prospective. The intended use of the building will be dance instructions to children. Classes will be taught by a small faculty of 3 – 4 dance instructors in 3 dance rooms with 10 – 20 students in class on average.

The classes use standard household audio equipment and no sounds can ever be heard outside the building, so there may never be any disturbance of any kind to anyone.

A small part of the facility (small office) will accommodate a Dancewear store, which will sell dance clothes to the students.

Traffic Impact and Parking

Traffic impact from the studio will be insignificant even when the number of students increase. Currently less than 90 students attend the school with estimated number of 50 vehicle trips per day. Even with growth to 300 students that may take 5 to 10 years the number of trips per day will still be less than 200.

The largest number of students taking classes at the same time in 3 studios should not exceed 45, but for the time been would be much closer to 25. There is plenty of parking available to easily accommodate all drop-offs and pick-ups, even if most parents decide to wait in the studio, which in reality never happens. The majority of students are usually dropped off by their parents for a couple of hours and picked up later. (Current location has about 6-8 parking slots in front and more on the back, but the back parking is almost never used.)

The majority of classes take place after 4 pm since most students attend schools in the first half of the day. Hence, the business hours for this facility will be 11 am to 9 pm. The last class during the day is usually 7 pm to 9 pm. These classes are for students age 13 and older which is the group with the lowest number of students. This means that there will be effectively no traffic in and out of school after 7 pm.

Development Plans

If the special use permit is granted for the facility, the planned renovation project will start upon receiving building permit. The project will take approximately 30 to 40 days to be completed and will include partitioning of the facility into 3 dance rooms, lobby and a few small offices, including the one housing a small dancewear store. If application is granted in October and CO is issued the studio will start operations in January 2014.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5e

Agenda Date 10/15/2013

Number Ordinance O-13-1891

Type Ordinance

Department City Manager

Title

Approving a negotiated resolution between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2013 Annual Rate Review Mechanism filing and adopting tariffs that reflect rate adjustments consistent with the negotiated settlement

Explanation

Second Reading and Public Hearing

There were no speakers regarding this request at the October 2, 2013 City Council meeting.

First Reading and Public Hearing

The City of Colleyville, along with approximately 164 other cities served by Atmos Energy Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). On June 18, 2013, the City of Colleyville approved a renewed Rate Review Mechanism ("RRM") tariff as a continuation and refinement of the previous RRM rate review process. On July 15, 2013, Atmos Mid-Tex filed with the City, an application to increase natural gas rates; this is the first annual RRM filing under the renewed RRM tariff.

The RRM tariff and the process implementing that tariff were created collaboratively by ACSC and Atmos Mid-Tex as an alternative to the legislatively-authorized Gas Reliability Infrastructure Program (GRIP) surcharge process. ACSC has opposed GRIP because it constitutes piecemeal ratemaking, does not allow any review of the reasonableness of Atmos' expenditures, and does not allow participation by cities or recovery of cities' rate case expenses. In contrast, the RRM process has allowed for a more comprehensive rate review and annual adjustment as a substitute for GRIP filings.

RRM Filing and Negotiation

The Atmos Mid-Tex RRM filing on July 15, 2013, sought a \$22.7 million rate increase system-wide based on an alleged test-year cost of service revenue deficiency of \$25.7 million. The City worked with ACSC to analyze the schedules and evidence offered by Atmos Mid-Tex to support its request to increase rates. The attached ordinance and attached rate tariffs are the result of negotiations between ACSC and the Company to

resolve issues raised by ACSC during the review and evaluation of Atmos Mid-Tex's RRM filing.

Consultants working on behalf of ACSC cities have investigated the support for the Company's requested rate increase. While the evidence does not support the \$22.7 million increase requested by the Company, ACSC's consultants agree that the Company can justify an increase in revenues of some lesser amount. The agreement on \$16.6 million is a compromise between the positions of the parties. For purposes of comparison, this negotiated result is about \$11 million less than what ACSC's consultants calculated that Atmos would have been entitled to if Atmos had filed a case under the GRIP rather than an RRM case.

The settlement is expected to increase the average residential customer's bill by approximately \$0.74 per month. For the first annual filing under the revised RRM tariff, the Company agreed to forego any change to the residential customer charge. Therefore, for the 2013 RRM, the result of the filing will not increase the residential customer charge, and the entirety of the increase to the residential class will be applied to the commodity (natural gas consumption) component of rates.

Purpose of the Ordinance

Rates cannot change without the adoption of rate ordinances by cities. No related matter is pending at the Railroad Commission. The purpose of the ordinance is to approve rates (shown on "Attachment A" to the ordinance) that reflect the negotiated rate changes pursuant to the RRM process and to ratify the recommendation of the ACSC Executive Committee.

The ACSC Executive Committee recommends that ACSC members take action to approve the ordinance authorizing new rate tariffs. Approval of the Ordinance will result in the implementation of new rates that increase Atmos Mid-Tex's revenues effective November 1, 2013.

Financial Impact

The settlement and proposed ordinance approving the negotiated rate changes is expected to increase the average residential customer's bill by approximately \$0.74 per month.

Recommendation

Approve

Attachments

1. Ordinance O-13-1891

ORDINANCE O-13-1891

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2013 ANNUAL RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; REPEALING CONFLICTING RESOLUTIONS OR ORDINANCES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; PROVIDING A MOST FAVORED NATIONS CLAUSE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE'S LEGAL COUNSEL

WHEREAS, the City of Colleyville, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of approximately 164 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, pursuant to the terms of the agreement settling the Company's 2007 Statement of Intent to increase rates, ACSC cities and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process controlled in a three-year experiment by ACSC cities as a substitute to the current Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature; and

WHEREAS, the City took action in 2008 to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company's 2007 rate case and authorizing the RRM tariff; and

WHEREAS, in 2013, ACSC and the Company negotiated a renewal of the RRM tariff process for an additional five years; and

WHEREAS, the City passed an ordinance renewing the RRM tariff process for the City for an additional five years; and

WHEREAS, the RRM renewal tariff contemplates reimbursement of ACSC cities' reasonable expenses associated with RRM applications; and

WHEREAS, on or about July 15, 2013, the Company filed with the City its first annual RRM filing under the renewed RRM tariff, requesting to increase natural gas base rates by \$22.7 million; and

WHEREAS, ACSC coordinated its review of Atmos Mid-Tex's RRM filing through its Executive Committee, assisted by ACSC attorneys and consultants, to resolve issues identified by ACSC in the Company's RRM filing; and

WHEREAS, the ACSC Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC cities approve the attached rate tariffs ("Attachment A" to this ordinance), which will increase the Company's revenues by \$16.6 million; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by ACSC cities and are just, reasonable, and in the public interest.

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

Sec. 1. THAT the findings set forth in this ordinance are hereby in all things approved.

Sec. 2. THAT the City Council finds the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable and new tariffs, which are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.

- Sec. 3. THAT Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC cities in processing the Company's RRM application.
- Sec. 4. THAT to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this ordinance, it is hereby repealed.
- Sec. 5. THAT the meeting at which this ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
- Sec. 6. THAT if any one or more sections or clauses of this ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this ordinance and the remaining provisions of the ordinance shall be interpreted as if the offending section or clause never existed.
- Sec. 7. THAT if ACSC determines any rates, revenues, terms, and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in Atmos' 2013 RRM filing would be more beneficial to the ACSC cities than the terms of the attached tariffs, then the more favorable rates, revenues, terms, and conditions, or benefits shall additionally and automatically accrue to the ACSC cities, including the City, without the need for City to take any further action. If this automatic adjustment occurs, Atmos Mid-Tex shall promptly thereafter file with the City an amended tariff documenting the adjustment to rates.
- Sec. 8. THAT this ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after November 1, 2013.
- Sec. 9. THAT a copy of this ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Manager of Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 2nd day of October 2013.

The second reading and public hearing being conducted on the 15th day of October 2013.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the _____ day of _____, 2013.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthey C. G. Boyle
City Attorney

Attachment A

Atmos Mid-Tex Tariffs
Effective November 1, 2013

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 17.70 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 17.72 per month
Commodity Charge – All <u>Ccf</u>	\$0.05831 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2013.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 35.75 per month
Rider CEE Surcharge	\$ 0.10 per month ¹
Total Customer Charge	\$ 35.85 per month
Commodity Charge – All Ccf	\$ 0.06893 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2013.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 620.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2565 per MMBtu
Next 3,500 MMBtu	\$ 0.1879 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0403 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 620.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2565 per MMBtu
Next 3,500 MMBtu	\$ 0.1879 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0403 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use	Heat use	Base use	Heat use
	<u>Ccf</u>	<u>Ccf/HDD</u>	<u>Ccf</u>	<u>Ccf/HDD</u>
Abilene	9.97	0.1318	96.50	0.5659
Austin	11.05	0.1262	189.59	0.7195
Dallas	13.13	0.1832	171.84	0.8797
Waco	9.78	0.1262	117.60	0.5774
Wichita Falls	10.99	0.1297	107.70	0.5041

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and a Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5f

Agenda Date 10/15/2013

Number Ordinance O-13-1892

Type Ordinance

Department Police

Title

Approval of amendments to the Code of Ordinances Chapter 70, Article II, Section 70-28, Relating to Home Solicitation, Distribution, and Miscellaneous Sales

Explanation

Second Reading and Public Hearing

There were no speakers regarding this request at the October 2, 2013 City Council meeting.

First Reading and Public Hearing

In March 2011, the City Council updated Section 70 Peddlers and Solicitors, of the Code of Ordinances, which promotes good order and safety and protects citizens and non-citizens, while at the same time maintaining a person's First Amendment right to communicate through that medium. The ordinance (attached Ordinance O-11-1792) was constructed to be fair and balanced, while effectively addressing the concerns and expectations of the citizens of Colleyville regarding solicitors, itinerant vendors, and miscellaneous sales. The ordinance is wholly content neutral and only regulates the time, place, and manner of public speech. The attached proposed ordinance endeavors to continue the City Council's prerogative of protecting the sanctity of the homestead, given the ample opportunities for communication in today's modern world.

Attached is Ordinance O-93-898, which was the ordinance that was updated by Ordinance O-11-1792. Ordinance O-93-898 was subsequently updated by attached Ordinance O-93-931 and attached Ordinance O-95-1014. It was recently discovered that essential sections of Ordinance O-93-931 and Ordinance O-95-1014 were unintentionally left out of the updated version. This proposed action is to update the current ordinance to include sections which are incorporated in the proposed ordinance:

- X. Miscellaneous occasional sales of nonfood items in residential zones
- XI. Sales on public right-of-way prohibited
- XII. Tents and temporary structures
- XIII. Outdoor display and sales of homegrown produce in residential districts

The regulations provided by this ordinance are necessary to promote the City's

legitimate and compelling interests and are provided without reference to the content of any message; and are an integral component of the City's safety plan. Additionally, crime prevention and code enforcement efforts would be less effective without the provisions of this ordinance.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Ordinance O-93-898
2. Ordinance O-93-931
3. Ordinance O-95-1014
4. Ordinance O-11-1792
5. Ordinance O-13-1892

ORDINANCE NO. 0-93-898

AN ORDINANCE AMENDING CHAPTER 4 OF THE COLLEYVILLE CODE BY MODIFYING AND ADDING THERETO PROVISIONS CONCERNING SOLICITATION; PROVIDING FOR A NOTICE PROHIBITING SOLICITORS; ESTABLISHING DEFINITIONS, REQUIREMENTS OF PERMIT, BOND, APPLICATION FEE, PROCEDURES AND REGULATIONS FOR ITINERANT MERCHANTS, ESTABLISHING DEFINITION, REQUIREMENTS OF PERMITS, APPLICATION FEE, PROCEDURES AND REGULATIONS FOR CHARITABLE SOLICITATIONS, ESTABLISHING DEFINITIONS, REGISTRATION PROCEDURES AND REGULATIONS FOR RELIGIOUS SOLICITATIONS, ESTABLISHING DEFINITIONS, REGISTRATIONS, PROCEDURES AND REGULATIONS FOR PUBLICATION SOLICITATIONS, PROVIDING A PENALTY AND AUTHORIZING PUBLICATION.

WHEREAS, the City Council deems it is in the best interest of the City to adopt the following regulations concerning solicitors,

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

Sec. 1: That Chapter 4 of the Colleyville Code be amended by amending the provisions of Section 4, and adding thereto new Sections 5 through 8, providing as follows:

"SECTION 4: SOLICITORS - GENERAL

A. Notice Prohibiting Solicitors

(1) A person, desiring that no person engage in a solicitation at his residence or place of business, shall exhibit in a conspicuous place upon or near the main entrance to the premises, a notice containing the words, "NO SOLICITORS." The letters shall be not less than two-thirds of an inch in height.

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3 (2) Every person upon going onto any premises
4 for the purpose of any type of solicitation shall first
5 examine the premises to determine if any notice
6 prohibiting soliciting is exhibited upon or near the
7 main entrance. If notice prohibiting soliciting is
8 exhibited, the person shall immediately depart from
9 the premises, without disturbing the occupant(s),
10 unless the person's presence is at the request of the
11 occupant(s).

12 (3) No person shall go upon any premises and
13 ring the doorbell, or rap or knock upon the door or
14 create any sound in a manner calculated to attract the
15 attention of the occupant(s), for the purpose of
16 securing an audience with the occupant(s) or engaging
17 in or attempting to engage in solicitation, if a notice as
18 described in subsection (1) above is exhibit in a
19 conspicuous place upon or near the main entrance,
20 unless the person's presence is at the request of the
21 occupant(s).

22 (4) Any person who has gained entrance to a
23 premises, or audience with the occupant(s), for the
24 purpose of solicitation, whether invited or not, shall
25 immediately depart from the premises when requested
26 to leave by the occupant.

27 B. Hours of Solicitation

28 No solicitor or salesman shall go from house-to-
29 house or from place-to-place in this city soliciting,
30 selling or peddling between the hours of 4:30 p.m. and
31 9:00 a.m.

32 SECTION 5: ITINERANT MERCHANT

33 A. Definition

34 An itinerant merchant is any person who sells
35 or solicits sales from house-to-house or from place-to-
36 place in the city, and said sale or solicitation is not a
37 charitable solicitation, religious solicitation or
38 publication solicitation.

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3 **B. Permit/Exceptions**

4 (1) Every itinerant merchant shall be required
5 to obtain a permit prior to the engaging in the
6 business of an itinerant merchant within the City.

7 (2) The requirement of a permit shall not
8 apply to sales made to dealers by commercial travelers
9 or sales agents in the usual course of business, nor to
10 sales made upon authority and by order of law.

11 (3) The requirements of a permit shall not
12 apply to persons under the age of 18 years engaged in
13 the sales of items for extra curricular activities
14 sanctioned by a school district, nor for agricultural
15 products in their natural state sold by the grower.

16 **C. Application For Permit**

17 (1) An applicant for a permit to do business as
18 an itinerant merchant shall file an application in
19 writing with the Police Department not less than ten
20 (10) days before the first month in which he proposes
21 to engage in business as an itinerant merchant.

22 (2) The application shall contain the following
23 information:

24 (a) The full name, address and
25 telephone number of the person or organization
26 applying for the permit;

(b) If the itinerant merchant is selling
on behalf of an organization, the name and address of
the organization;

(c) The license plate number of any and
all vehicles to be used by the permittee;

(d) The Texas drivers' license number of
all persons who will operate a motor vehicle for the
permittee;

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3 (e) Proof of any liability insurance
required by state law;

4 (f) The addresses of the itinerant
5 merchant during the previous five (5) years with the
name of at least one reference in each community;

6 (g) The name, address, date of birth and
7 fingerprints of each agent selling within the city;

8 (h) A copy of a limited sales tax permit
issued by the State of Texas, or proof that the goods
9 sold are not subject to such sales tax;

10 (i) A statement of the type of goods or
wares to be sold;

11 (j) A copy of a current health certificate
12 if edible merchandise is to be sold; provided, however,
this shall not apply to the sale of candy, nuts or other
13 edibles prepared and packaged by a nationally
recognized manufacturer or a Texas manufacturer
14 meeting standards imposed by state and local health
codes, if such packages are sealed and unbroken.

15 (k) A statement of the period of time
16 such applicant wishes to sell or solicit in said city,
17 providing that no permit shall be issued granting such
authority in excess of one calendar year from date of
issue.

18 (l) Documents sufficient to establish the
19 identity of the permittee and each agent.

20 (m) Any other information requested by
the Police Chief.

21 **D. Bond**

22 The application shall be accompanied by a bond
23 in the sum of ten thousand dollars (\$10,000.00), signed
by the applicant, and signed, as surety, by a surety
24 company authorized to do business in the State of
Texas, satisfactory to the Police Chief, conditioned for
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3 the final delivery of goods, wares, merchandise or
4 services, and conditioned for the correction or remedy
5 of any and all defects in material or workmanship that
6 may exist in the article sold by the principal of said
7 bond, at the time of delivery, and that may be
8 discovered by such purchaser or customer within thirty
9 (30) days after delivery, and which bond shall be for
10 the use and benefit of all persons, firms or
11 corporations that may make any purchase or give any
12 order to the principal on said bond, or to an agent or
13 employee of the principal. Provided that in case
14 applicant is a person, firm, company, partnership,
15 corporation or association engaging in the business of
16 an itinerant merchant through one or more agents or
17 employees, such persons, firm, company, partnership,
18 corporation or association shall be required to enter
19 into only one bond per five agents or employees, in
20 the sum of ten thousand dollars (\$10,000.00) as above
21 required, which bond shall be made to cover the
22 activities of its agents or employees.

23 **E. Application Fee**

24 A non-refundable application fee for an
25 itinerant merchant permit in the amount of one
26 hundred dollars (\$100.00); shall be paid upon
application provided, however, when any person, firm,
company, partnership, corporation or association acts
through one or more agents or employees such person,
firm, company, partnership, corporation or association
shall, in addition to said one hundred dollars
(\$100.00), pay an application fee of fifty dollars
(\$50.00) for each agent or employee so engaged

27 **F. Investigation: Issuance and Denial of Permits**

28 (1) Upon receipt of an application the Police
29 Chief shall make or cause to be made an investigation
30 to determine the qualifications of the applicant for a
31 permit.

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(2) If the Police Chief finds that the applicant does not meet the requirements for an itinerant merchant permit, or that there is a need to question the applicant to clarify the application, the Police Chief shall so notify the applicant at least 10 days in advance of a hearing at which the applicant shall appear.

(3) The Police Chief shall refuse the issuance of a permit if, upon investigation and hearing, it is determined that the applicant has not complied with all the requirements for the issuance of a permit, or that:

(a) One or more of the statements made in the application or at a hearing on the application are false.

(b) The applicant or any person the applicant proposes to act as an itinerant merchant within the City has been convicted of fraud, theft, conversion, embezzlement, swindling, robbery, burglary, or any other crime involving moral turpitude.

(c) That the applicant had received an itinerant merchant permit in the previous year and failed to comply with the conditions of the permit or this Chapter.

(4) If the Police Chief finds that all of the conditions precedent to the issuance of an itinerant merchant permit have been met and the applicant is qualified to receive an itinerant merchant permit, the Police Chief shall issue the permit. Permits will be issued for a period of 30 days. Upon a showing by the applicant of necessity, the Police Chief may approve an issuance of a permit for a period not to exceed one year.

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3 **G. Edible Merchandise; Sanitation**

4 Every person who is licensed as an itinerant
5 merchant to peddle edible merchandise, shall keep all
6 articles for sale to the public in a clean and sanitary
7 condition, as well as the vehicles or other conveyances
8 used in the transportation of such merchandise.

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11 **H. Quality and Accurate Measures**

12 No itinerant merchant shall sell or offer to sell
13 any unsound or unwholesome merchandise or give
14 false weight or measure to such article sold or offered
15 for sale.

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17 **I. Revocation of License**

18 An itinerant merchant permit issued hereunder
19 shall be revoked upon violation of any provision of the
20 portions of this chapter applicable to itinerant
21 merchants or upon determination that any false
22 statement as to any material matter was made in the
23 application or the hearing thereon. The Police Chief
24 shall send written notice of the revocation to the
25 permittee by certified mail/return receipt requested,
26 setting forth the reasons for the revocation. The
27 permittee, by written request served upon the Police
28 Chief not more than 10 days from the date the Police
29 Chief places the notice of revocation in the mail,
30 postage pre-paid, may request a hearing on the matter.
31 The Police Chief shall conduct a hearing upon the
32 matter within 5 days of the request for a hearing. The
33 Police Chief shall either continue the revocation or
34 reinstate the permit based on his determination at the
35 hearing.

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37 **J. Visible Identification**

38 Any itinerant merchant, vendor or peddler in
39 the City shall at all times while working in such
40 capacity wear and prominently display a badge or

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3 placard clearly identifying the person by name and
4 clearly identifying the organization he is representing.
5 The letters of said badge or placard must be at least
6 one eighth inch in height, and shall contain the
7 statement "MERCHANT."

8 9 10 **SECTION 6: CHARITABLE SOLICITATIONS**

11 **A. Definitions**

12 (1) Charitable solicitation means conduct
13 whereby a person, organization, society, corporation or
14 its agent, member or representative, on the plea or
15 representation, whether express or implied, that the
16 proceeds from the solicitation, sale or entertainment
17 are for a charitable purpose:

18 (a) Solicits property, financial aid, gifts
19 in money or any article of monetary value;

20 (b) Sells or offers to sell a product,
21 article, tag, service publication, ticket, advertisement,
22 subscription; or

23 (c) Holds, promotes or participates in
24 entertainment, sports event, benefit dance, fair, bazaar
25 or other type of organized social entertainment.

26 (2) Charitable purpose means the use of
money or property for the benefit of:

(a) Charity or philanthropy, or poor,
impoverished, destitute, underprivileged, needy,
refugee, injured, crippled, disabled, or handicapped
persons, or persons in need of rehabilitation;

(b) Patriotism, that is, for the teaching
of patriotism or the relief or assistance of veterans or
veteran's organizations; or

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3 (c) Existing educational institutions or
4 for the establishment or endowment of educational
5 institutions or in aid of the education of any person or
6 group of person.

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B. Permit/Exceptions

(1) No person or organization may conduct a charitable solicitation by handbills, advertisements, house-to-house canvass, or by any other method in the city without the person, organization, society or corporation responsible for conducting the solicitation first obtaining a charitable solicitation permit.

(2) If a person or organization conducts or manages a charitable solicitation in the name of or on behalf of another person or organization, each entity shall obtain a charitable solicitation permit.

(3) A charitable solicitation permit is not required for:

(a) An organization soliciting funds or goods only from its own membership;

(b) A person or organization soliciting funds only by use of a public broadcasting media;

(c) A person or organization soliciting funds only from foundations;

(4) A charitable solicitation permit is not required for persons under eighteen (18) years of age if engaged in fund raising activities for a nonprofit organization using all profits for young people's activities or donating all profits to charities, other than a sponsoring organization.

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3 **C. Application For Permit**

4 (1) An applicant for a permit to conduct a
5 charitable solicitation in the city shall file an
6 application in writing with the Police Department not
7 less than ten (10) days before the first month in which
8 the proposed charitable solicitation activities are
9 planned.

10 (2) The application shall contain the following
11 information:

12 (a) The full name, address and
13 telephone number of the person or organization
14 applying for a permit and the address of the
15 headquarters in the city.

16 (b) The names and addresses of all
17 officers and directors or trustees of the organization
18 and the name and city of residence of all officers,
19 directors or trustees of the parent organization, if any.

20 (c) The name of the person or persons
21 by whom the receipts of the solicitation will be
22 disbursed; if the receipts are transmitted to a parent
23 organization for further disbursement, a detailed
24 description of the disbursement of all funds and a
25 financial statement of the parent organization for the
26 last preceding fiscal year.

(d) The name, address and telephone
number of the local person or persons who will be in
charge of conducting the charitable solicitation.

(e) A description of the method or
methods to be used in conducting the charitable
solicitations.

(f) The period within which the
charitable solicitation will be conducted, including the
proposed dates for the beginning and ending of the
solicitation.

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3 (g) A full statement of the character
4 and extent of the charitable work done by the
5 applicant within the city during the preceding year and
6 a statement of the specific purpose for which funds are
7 to be solicited, together with a detailed account of
8 their intended use.

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10 (h) If the applicant is a corporation, a
11 copy of its charter or articles of incorporation from its
12 state of incorporation if the applicant is a foreign
13 corporation, a copy of its certificate to do business in
14 this state.

15 (i) If the applicant is a charitable
16 corporation or other non-profit organization, proof of
17 the applicant's current status as a charitable association
18 or other organization to which contributions are tax
19 deductible for federal income tax purposes.

20 (j) A statement of whether contributions
21 to the person or organization are tax deductible and
22 what percentage of the contributions are not tax
23 deductible.

24 (k) Any other information requested by
25 the Police Chief.

26 D. Bond

An applicant for a charitable solicitation permit shall, at time of application, submit a surety bond in the sum of ten thousand dollars (\$10,000.00), executed by a surety company authorized to do business in the State of Texas, satisfactory to the Police Chief; conditioned for the final delivery of foods, wares, merchandise or services, in accordance with the terms of any order obtained prior to delivery, and also conditioned to correct or remedy any and all defects in material or workmanship that may exist in the article sold by the principal of said bond, at the time of delivery, and that may be discovered by such purchaser or customer, within thirty (30) days after delivery, and which bond shall be for the use and benefit of all

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3 persons, firms or corporations that may make any
4 purchase or give any order to the principal on said
5 bond, or to an agent or employee of the principal.
6 Provided that in case applicant is a person, firm,
7 company, partnership, corporation or association
8 through one or more agents or employees, such
9 persons, firm, company, partnership, corporation or
10 association shall be required to enter into only one
11 bond, in the sum of ten thousand dollars (\$10,000.00)
12 as above required, which bond shall be made to cover
13 the activities of all its agents or employees.

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E. Application Fee

10 An application fee for a charitable solicitation
11 permit in the amount of \$100.00 shall be paid upon
12 application; provided, however, when the charitable
13 solicitation is conducted through one or more agents
14 or employees, the aforesaid permit fee shall be
15 increased by the amount of \$50.00 for each agent or
16 employee engaged in the charitable solicitation. If,
17 after an investigation it is determined that a charitable
18 solicitation permit will not be issued, said application
19 fee shall be retained as the cost of investigation. If a
20 charitable solicitation permit is issued, the application
21 fee shall be refunded to the applicant.

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F. Investigation; Issuance and Denial of Permits

18 (1) Upon receipt of an application, the Police
19 Chief shall make or cause to be made, an investigation
20 to determine the qualifications of the applicant for a
21 permit.

21 (2) If the Police Chief finds that the applicant
22 does not meet the requirements for a charitable
23 solicitation permit or that there is need to question the
24 applicant to clarify the application, the Police Chief
25 shall so notify the applicant at least ten (10) days in
26 advance of a hearing at which the applicant shall
appear.

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3 (3) The Police Chief shall refuse issuance of a
4 permit if, upon investigation and hearing, it is
5 determined that the applicant has not complied with
6 all the requirements for the issuance of a permit, or
7 that:

8 (a) One or more of the statements
9 made in the application or at a hearing on the
10 application are false.

11 (b) The applicant or person in charge of
12 the charitable solicitation has been convicted of fraud,
13 theft, conversion, embezzlement, swindling, robbery, or
14 burglary or other crime of moral turpitude, or that the
15 applicant or person in charge has made or caused to
16 be made false statements or misrepresentations to a
17 member of the public with regard to the charitable
18 solicitation campaign or other activities described in
19 the permit, or has in any way publicly represented that
20 the charitable solicitation permit is an endorsement or
21 recommendation of the cause for which the charitable
22 solicitation is being conducted or has otherwise
23 violated any of the terms of a charitable solicitation
24 permit or this chapter.

25 (c) The applicant received a charitable
26 solicitation permit in the previous year and failed to
comply with conditions of the permit.

(4) If the Police Chief determines that the
applicant has met all conditions precedent to the
issuance of a charitable solicitation permit and the
applicant is qualified to receive a charitable solicitation
permit, the Police Chief shall issue a charitable
solicitation permit. Permits will be issued for a period
of 30 days. Upon a showing by the applicant of
necessity, the Police Chief may approve the issuance of
a permit for a period not to exceed one year.

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3 **G. Procedures and Requirements**

4 (1) When contributions to a person or
5 organization are not wholly tax deductible, the person
6 or organization shall prominently state, in all materials
7 used in the solicitation and in all verbal solicitations,
8 the percentage which is not tax deductible.

9 (2) Any charitable solicitor in the City shall at
10 all times while working in such capacity wear and
11 prominently display a badge or placard clearly
12 identifying the person by name and clearly identifying
13 the organization he is representing. The letters of said
14 badge or placard must be at least one eighth inch in
15 height and contain the statement "CHARITABLE
16 SOLICITATION."

17 (3) No person shall use or disburse funds
18 collected pursuant to a charitable solicitation permit
19 for a purpose other than the charitable purpose
20 described in the application and the actual and
21 necessary expenses incident to the solicitation,
22 collection and disbursement of the funds.

23 (4) No person may solicit or obtain gifts in
24 money or merchandise, directly or indirectly, by the
25 misrepresentation of names, occupation, affiliation,
26 physical disability, financial condition, social condition
or residence.

18 **H. Investigation**

19 (1) If the Police Chief has reason to believe
20 that a person or organization is soliciting for a
21 charitable purpose without a permit or the funds of a
22 person or organization operating under a charitable
23 solicitation permit have been or are being diverted
24 from the purposes for which they are collected, or
25 have been secured by misrepresentation, or the person
26 has violated a provision of this Chapter, the person or
organization involved shall be investigated by the
Police Chief, and the Police Chief may require the

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3 person or organization to file an immediate account of
its receipts and expenditures.

4 (2) The Police Chief may execute in writing
5 and cause to be served upon a person who is believed
6 to have information, documentary material, or physical
7 evidence relevant to an alleged or suspected violation
8 of this section, an investigative demand requiring the
9 person to furnish, under oath or otherwise, a report in
10 writing setting forth the relevant facts of circumstances
of which he has knowledge, or to appear and testify or
to produce relevant documentary material or physical
evidence for examination, at a reasonable time and
place as may be stated in the investigative demand,
concerning charitable solicitation that is the subject
matter of an investigation.

11 (3) Failure or refusal to comply with an
12 investigative demand shall constitute a violation of this
chapter.

13 I. Revocation of Permit

14 (1) The Police Chief shall revoke a charitable
15 solicitation permit if he determines one or more of the
16 following has occurred:

17 (a) The making of a false statement as
to a material matter in an application or hearing
18 concerning an application;

19 (b) The making of a false statement or
misrepresentation to a member of the public with
20 regard to the solicitation activity;

21 (c) Violation of any of the terms or
conditions of the charitable solicitation permit;

22 (d) Violation of any provision of this
23 chapter;

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3 (e) The representation by a permittee
4 that the charitable solicitation permit is an
5 endorsement or recommendation of the cause for
6 which the solicitation is being conducted.

7 (2) The Police Chief shall send written notice
8 of the revocation to the permittee by certified mail,
9 return receipt requested, setting forth the reasons for
10 the revocation. The permittee, by written request
11 served upon the Police Chief not more than 10 days
12 from the date the Police Chief places the notice of
13 revocation in the mail, postage pre-paid, may request a
14 hearing on the matter. The Police Chief shall conduct
15 a hearing upon the matter within 5 days of the request
16 for a hearing. The Police Chief shall either continue
17 the revocation or reinstate the permit based on his
18 determination at the hearing.

12 J. Prohibited Conduct

13 A person engaged in charitable solicitation
14 either door-to-door or in a public place shall not:

15 (1) Obstruct or impede the passage of a
16 pedestrian or vehicle;

17 (2) Make physical contact with the
18 person being solicited unless that person's permission
19 is obtained;

20 (3) Misrepresent the charitable purpose
21 of the solicitation; or

22 (4) Misrepresent the charitable
23 affiliation of those engaged in the solicitation.
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3 **SECTION 7: RELIGIOUS SOLICITATION**

4 **A. Definitions**

5 (1) Religious solicitation means conduct
6 whereby a person, organization, society, corporation,
7 or its agent, member or representative on the plea of
8 or representation, whether express or implied, that the
9 proceeds from the solicitation or sale are for the
10 religious purpose:

11 (a) Solicits property, financial aid, gifts
12 in money, or any article of monetary value; or,

13 (b) Sells or offers to sell a product,
14 article, tag, service or printed material.

15 (2) Religious purpose means the use of money
16 or property for the support of a church, religious
17 society, or other religious sect, group or order.

18 (3) Public place means any property open or
19 devoted to public use.

20 (4) Door-to-door means private residence and
21 business of persons who are both unknown to the
22 person soliciting and not members of the church,
23 religious society or other religious sect, group or order
24 on whose behalf the solicitation is performed.

25 **B. Registration; Identification Badge**

26 (1) A person who engages in religious
solicitation door-to-door or in a public place shall first
register with the Police Chief, giving the following
information:

(a) Name of registrant;

(b) Name of organization;

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3 (c) Duration and locations of proposed
solicitations; and

4 (d) Number of participants.

5 (2) Registration expires after one year and
6 must be renewed annually. If a change occurs in any
7 of the information submitted with the registration, the
person or organization shall notify the Police Chief of
the change.

8 (3) A person shall wear and prominently
9 display an easily identification badge while engaged in
religious solicitation. The identification badge shall:

10 (a) Be in letters of at least one eighth
11 inch in height;

12 (b) Identify the name of the person and
the name of the organization as registered with the
13 Police Chief; and

14 (c) Contain the statement
"RELIGIOUS SOLICITATION."

15 (4) If a person, organization, society or
16 corporation conducting a religious solicitation obtains
a charitable solicitation permit, that person,
17 organization, society or corporation is not required to
comply with the requirements of this section.

18
19 **C. Prohibited Conduct; Suspension, Cancellation of
Registration**

20 (1) A person engaged in religious solicitation
21 door-to-door or in a public place shall not:

22 (a) Obstruct or impede the passage of
pedestrian or vehicle;

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3 (b) Make physical contact with the
4 person being solicited unless that person's permission
is obtained;

5 (c) Misrepresent the religious purpose
6 of the solicitation; or

7 (d) Misrepresent the religious affiliation
8 of those engaged in the solicitation.

9 (2) Should a violation of this section come to
10 the attention of the Police Chief, he shall immediately
11 suspend the registration of the person alleged to have
12 committed the violation and notify the person of the
13 availability of a hearing before the Police Chief or a
14 designee. Unless a request for a hearing is received
15 within ten (10) business days of the date notice is
16 mailed by the Police Chief, such suspension shall
17 become final and such registration shall be canceled.
18 If a request for a hearing is received, a hearing shall
19 be afforded before the Police Chief or his designated
20 examiner within five (5) business days of the request.
21 After the hearing the person holding the hearing shall
22 immediately either lift the suspension or, if it is
23 concluded that and such conclusion is supported by
24 substantial evidence that a violation has occurred,
25 cancel the registration. No new registration shall be
26 issued such person for a period of six (6) months
following such cancellation.

SECTION 8: PUBLICATION SOLICITATION

A. Definition

For the purposes of this article, publication solicitation means conduct whereby a person sells or takes orders for sales of newspapers, magazines, or other publications (including audio and visual recordings). Publication solicitation is exempt from all provisions of Section 5, 6 and 7 of this Chapter.

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3 **B. Registration; Identification Badge**

4 (1) A person who engages in publication
5 solicitation and who goes personally from house to
6 house shall first register with the Police Chief giving
7 the following information:

8 (a) Name of registrant and residence
9 address;

10 (b) Name and address of organization
11 (if any) employing registrant;

12 (c) Names or description of publications
13 to be sold or for which solicitation is to be made; and

14 (d) Date solicitations or sales are to
15 commence and cease.

16 (2) Registration expires at 12:00 midnight
17 December 31 each year and must be renewed annually.
18 If a change occurs in any of the information submitted
19 with the registration, the person or organization shall
20 notify the Police Chief of the change.

21 (3) Any publication solicitor shall at all times
22 when working in such capacity wear and prominently
23 display an identification badge containing:

24 (a) The name of the person to whom it
25 is issued.

26 (b) The name of the organization (if
any) which employs or pays the commission of the
person doing the solicitation.

(c) The words "Publication Solicitation."

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3 **C. Prohibited Conduct; Suspension, Cancellation of**
4 **Registration**

5 (1) A person engaged in publication
6 solicitation shall not:

7 (a) Go from house to house without
8 first registering as herein required.

9 (b) Refuse to display the registration
10 badge provided to him.

11 (c) Misrepresent to the Police Chief, or
12 any person solicited for a sale or order, the purpose of
13 the solicitation, the identity of the organization doing
14 the solicitation, the identity of the person doing the
15 solicitation, the price of a publication, its source, or
16 the beneficiary of profits derived from solicitation.

17 (d) Obstruct or impede the passage of a
18 pedestrian or vehicle.

19 (e) Make physical contact with the
20 person being solicited without the permission of such
21 person.

22 (2) Should a violation of this section come to
23 the attention of the Police Chief, he shall immediately
24 suspend the registration of the person alleged to have
25 committed the violation and notify the person of the
26 availability of a hearing before the Police Chief or a
designee. Unless a request for a hearing is received
within ten (10) business days of the date notice is
mailed by the Police Chief, such suspension shall
become final and such registration shall be canceled.
If a request for a hearing is received, a hearing shall
be afforded before the Police Chief or his designated
examiner within five (5) business days of the request.
After the hearing the person holding the hearing shall
immediately either lift the suspension or, if it is
concluded that and such conclusion is supported by
substantial evidence that a violation has occurred,
cancel the registration. No new registration shall be

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3 issued such person for a period of six (6) months
following such cancellation.

4 Sec. 2: THAT the Sections of Chapter 4 of the Colleyville Code, beginning
5 with 5 through 17, be renumbered successively, beginning with
6 renumbering Section 5 as Section 9. No modification or amendment
7 of Sections 5 through 17 of Chapter 4 of the Colleyville Code as
they appeared in the Code prior to the adoption of this Ordinance is
intended.

8 Sec. 3: THAT any person, firm or corporation violating any provision of
9 this ordinance shall be deemed guilty of a misdemeanor and upon
10 final conviction thereof fined in an amount not to exceed Five
Hundred Dollars (\$500.00). Each day any such violation continues
or is allowed to exist shall constitute a separate violation and be
punishable hereunder.

11 Sec. 4: THAT the City Secretary is hereby authorized to cause publication
12 of the descriptive caption and penalty clauses of this ordinance as an
alternative method provided by law.

13 AND IT IS SO ORDERED

14 The first reading and public hearing being conducted on the 16th day of
15 April, 1993.

16 The second reading and public hearing being conducted on the 20th day
of April, 1993.

17 The third reading and public hearing being conducted on the 4th day of
18 May, 1993.

19 ATTEST:

CITY OF COLLEYVILLE

20 Jean Harris
Jean Harris
City Secretary

21 Richard Newton
Richard Newton
Mayor

22 APPROVED AS TO FORM AND LEGALITY:

23 Ross T. Foster
Ross T. Foster
City Attorney

ORDINANCE O-93-931

AN ORDINANCE AMENDING CHAPTER 4, SECTION 4 OF THE CITY CODE, ORDINANCE O-73-122, REGULATING TEMPORARY BUSINESSES, ROADSIDE SALES, FOOD AND MERCHANDISE VENDORS, SEASONAL AND SPECIAL SALES, THE USE OF TENTS AND OTHER TEMPORARY STRUCTURES, AND THE OUTDOOR DISPLAY AND SALES IN COMMERCIAL AND NON-COMMERCIAL DISTRICTS OF FRUITS, VEGETABLES, AGRICULTURAL PRODUCTS, AND REGULATING THE DISPLAY AND SALES OF NON-FOOD PRODUCTS IN RESIDENTIALLY ZONED DISTRICTS.

WHEREAS, the City Council of the City of Colleyville finds that it is in the interest of the City to protect the public health and safety and to promote fair and open competition between temporary businesses and the local business community; and

WHEREAS, the City Council of the City of Colleyville finds that it is necessary to regulate temporary businesses, road side sales, Christmas tree and seasonal sales, and the display and sale of food products and other merchandise in commercial and residential zoned districts;

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

- Sec. 1: THAT Section 22.2, item 10 of the Zoning Ordinance, SCHEDULE OF PERMITTED PRINCIPAL USES, Roadside Fruit, Vegetable, and Produce Stands, be amended by inserting under all zoning districts except for CN and CC, the footnote "h".
- Sec 2: THAT Section 22.11 of the Zoning Ordinance, QUALIFICATION NOTES, be amended by adding item h. to read as follows:
- "h. An SUP required in every zoning district except CN and CC, for sales activity over 9 months per year."
- Sec.3: THAT Chapter 4, Section 4, of the Colleyville Code, ITINERANT MERCHANTS OR VENDORS, be amended by deleting subsection E. INVESTIGATION AND ISSUANCE and marking subsection E. as "Reserved".
- Sec.4: THAT Chapter 4, Section 4, of the Colleyville Code, ITINERANT MERCHANTS OR VENDORS, be amended by designating subsection H. OFFENSES as subsection N. OFFENSES.

Sec.5:

THAT Chapter 4, Section 4, of the Colleyville Code, ITINERANT MERCHANTS AND VENDORS, be amended by adding new subsections H. through M. to read as follows:

H. TEMPORARY OUTDOOR SALES ON PROPERTY ZONED FOR COMMERCIAL PURPOSES

The temporary outdoor display and sales of food products, manufactured items, or other goods, services, or merchandise, on property zoned for commercial purposes, may be conducted under the following restrictions:

- (1) Except as permitted in Subsection I, below, temporary merchants utilizing the outdoor display of products, or other items for sale, shall provide customer parking upon paved parking surfaces only. The parking surface shall be concrete, HMAC, brick, or paving stone, approved by the City Building Official.
- (2) A temporary business permit shall be obtained for any seasonal, special, or outdoor display and sale of food products or other merchandise, provided that a signed letter of permission from the property owner for use of their parking area for such outdoor display is submitted to the Building Official.
- (3) The fee for a temporary business permit obtained from the Building Inspection Department shall be \$50 per month for every month or fraction thereof in which outdoor display and sales are to be conducted, for a maximum of three (3) months annually.
- (4) A State Sales Tax Certificate designating "Colleyville" as the place of business, shall be submitted prior to the issuance of any temporary permit.
- (5) Signage for a temporary business under this provision, shall be limited to one sign with a maximum gross surface area of 32 square feet, setback from the front property line a minimum of 8 feet. A seasonal/special sale sign permit shall be obtained under the terms of the Sign Code (Ordinance O-91-812).

- (6) The following type signs shall not be allowed for a temporary business: Balloons, flags, pennants, and other floating devices; portable signs mounted on skids, a trailer, or similar mobile structure; A-frame signs; or any sign not allowed by the Sign Code (Ordinance O-91-812).
- (7) It shall be the property owner's responsibility to have all trash, refuse, rubbish, and remnants of any outdoor sale removed and disposed of in a sanitary manner, within ten (10) days following the final day of the sale.

I. SEASONAL/HOLIDAY PRODUCT SALES IN COMMERCIAL AREAS

- (1) The temporary outdoor sale of Christmas trees, Halloween pumpkin sales, and firewood sales, shall be permitted only on commercially zoned properties. The sale of
 - (a) Christmas trees shall not begin prior to November 15 and shall cease on December 25 annually.
 - (b) pumpkins as a primary use on a commercial property may begin as early as harvest permits and shall cease on October 31 annually.
 - (c) firewood as a primary use on a commercial property shall not begin prior to September 1 and shall cease on April 1 annually.
- (2) A letter from the owner of the property authorizing the use of the property for holiday or seasonal sales, shall be submitted to the Building Official prior to the issuance of a Temporary Business Permit.
- (3) An electrical permit shall be required for any electrical work performed and shall comply with the Electrical Code.
- (4) A plumbing permit shall be required for any plumbing work performed and shall comply with the Plumbing Code.
- (5) A sign permit shall be required for each sign installed and all signs shall comply with the Sign Code.
- (6) Off street parking shall be provided and may be permitted on an unpaved surface. However, all drive approaches shall be

indicated. Fire lanes or emergency access lanes shall not be blocked or obstructed at any time.

- (7) All unsold products, stands, tents, equipment, trash, signs, lighting, shelters, or remnants associated with the sale of holiday or seasonal items shall be removed by the permit holder or the property owner, within ten (10) days after completion of the sale.

J. TENTS AND TEMPORARY STRUCTURES

The erection of a tent or other temporary structure as a shelter for the outdoor display and sales of food products, manufactured goods, and all other merchandise including holiday or seasonal sales, shall meet the following requirements:

- (1) No tent or other temporary structure shall be erected within twenty (20) feet of any property line, building, or other tent.
- (2) No tent or other temporary structure shall be erected in any fire lane, dedicated access road, right-of-way, or dedicated easement.
- (3) All tents and their appurtenances shall be securely roped, braced, and anchored to withstand the elements of weather against collapse.
- (4) All sections or parts of all tents shall be of flame retardant material. This shall include all floor coverings, bunting, decorations, side wall coverings, and other effects.
- (5) Smoking shall not be permitted, and "NO SMOKING" signs shall be posted at all entrance doors, and where deemed necessary by the Fire Marshal.
- (6) No fireworks, open flame, or any device emitting flame or fire or creating a glow shall be permitted or used.
- (7) Balloons or other similar devices that are filled with toxic, explosive, or flammable gases shall not be permitted in or adjacent to any tent or other temporary structure.
- (8) All exits shall be in accordance with Section 32.111 of the 1988 Uniform Fire Code.

- (9) All exit signs shall be in accordance with Section 32.114 of the 1988 Uniform Fire Code.
- (10) Exit illumination shall be in accordance with Section 32.113 of the 1988 Uniform Fire Code.
- (11) All weeds, grass, vegetation, or other flammable materials shall be removed and not located within thirty (30) feet of any tent, temporary structure, or their appurtenances.
- (12) Fire extinguishers shall be installed in accordance with Section 32.109 of the 1988 Uniform Fire Code.

K. OUTDOOR DISPLAY AND SALES IN RESIDENTIAL DISTRICTS

The display and sale to the general public of fruits, vegetables, and other home grown produce from private residences in non-commercial zoned districts, may be conducted during the normal growing and harvesting season under the following restrictions:

- (1) A temporary sign advertising the products sold may be erected on the premises, in accordance with the Sign Code, (Ordinance # O-91-812).
- (2) Home grown or produced food products may consist of, but are not limited to, peaches, pears, apples, nuts, berries, eggs, tomatoes, beans, peas, grapes, or products processed on the premises from food items such as jams, jellies, preserves, candies, pies, juices, or any other edible food product.
- (3) Where fruits, vegetables, and other food items are to be displayed and sold for more than nine (9) months per year, a Special Use Permit shall be required in every zoning district except for CN or CC districts.

L. DISPLAY AND SALE OF AGRICULTURAL PRODUCTS

The display and sales of agricultural products, other than edible food stuffs for human consumption, such as hay or other animal feed, or firewood, shall be conducted in AG, CC, or CN zoned districts only. A sign permit shall be obtained prior to the erection of any sign, under the provisions of the Sign Code (Ordinance O-91-812).

M. DISPLAY AND SALES OF OTHER NON-FOOD ITEMS IN RESIDENTIAL ZONES

Occasional sales, whether classified as "garage sales", "yard sales", or any other display for sale of any other item not classified herein in a non commercial zoned district, such as personal items; trucks, automobiles, or tractors registered to a person residing on the premises; used household items or furniture; or any other item not grown, harvested, manufactured, processed, created, gathered, or otherwise produced on the premises, shall be permitted for not more than ten days per year per premises. No signs shall be erected on property other than the location where the products are sold or services are conducted.

AND IT IS SO ORDERED

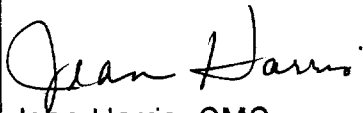
The first reading and public hearing being conducted on the 4th day of January, 1994.

The second reading and public hearing being conducted on the 18th day of January, 1994.

The third reading and public hearing being conducted on the 1st day of February, 1994.

ATTEST:

CITY OF COLLEYVILLE



Jean Harris, CMC
City Secretary



Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:



Ross T. Foster
City Attorney

ORDINANCE O-95-1014

AN ORDINANCE AMENDING SECTIONS 70-31 THROUGH 70-36 OF THE COLLEYVILLE CODE OF ORDINANCES, REGULATING TEMPORARY OUTDOOR SALES OF FOOD AND OTHER PRODUCTS, REGULATING SEASONAL AND SPECIAL SALE SIGNS, ESTABLISHING A PENALTY, AND AUTHORIZING PUBLICATION.

WHEREAS, The City Council of the City of Colleyville finds that it is in the best interest of the City to protect the public health and safety and general welfare; and

WHEREAS, The City Council of the City of Colleyville finds that it is necessary to regulate the temporary sale of food and other products;

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

Sec. 1. That all of Section 70-31, Temporary outdoor sales on property zoned for commercial purposes, shall be deleted from the Code.

Sec. 2. That Section 70-36, Miscellaneous occasional sales of non-food items in residential zones, be renumbered for insertion in the code as a new Section 70-31.

Sec. 3. That Section 70-32, Seasonal/holiday product sales in commercial areas, be deleted and a new Section 70-32 shall be inserted in the code to read as follows:

" Sec 70-32. Sales on public right-of-way prohibited.

No person may display products for sale or conduct the sale of products anywhere within the public right-of-way. "

Sec. 4. That Section 70-33, Tents and temporary structures, (preamble) be amended to read as follows:

" The erection of a tent or other temporary structure as a shelter for outdoor display and sales of food products, shall meet the following requirements: "

Sec. 5. That Section 70-34, Outdoor display and sales of homegrown produce in residential districts, be amended by deleting from subsection 70-34(3) the words " except for CN and CC districts."

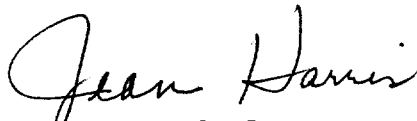
- Sec. 6.** That all of Section 70-35, Display and sale of agricultural products, shall be deleted from the code.
- Sec. 7.** That violations of this ordinance shall be subject to the general penalty provisions of Section 1-6 of the Colleyville Code of Ordinances.
- Sec. 8.** The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternate method of publication provided by law.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 19th day of December, 1995.

The second reading and public hearing being conducted on the 2nd day of January, 1996.

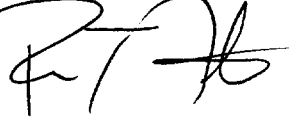
ATTEST:


Jean Harris, CMC
City Secretary

CITY OF COLLEYVILLE:


Ed Baker
Mayor

APPROVED AS TO FORM AND LEGALITY:


Ross T. Foster
City Attorney

ORDINANCE O-11-1792

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING CHAPTER 70, PEDDLERS AND SOLICITORS, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEYVILLE, TEXAS; PROVIDING FOR A PENALTY OF FINE IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED DOLLARS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, all statutory and legal prerequisites for the passage of this ordinance have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the City Council of the City of Colleyville, Texas has determined that it is in the best interest of the health, safety, and welfare of the citizens of Colleyville, Texas to adopt this ordinance.

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

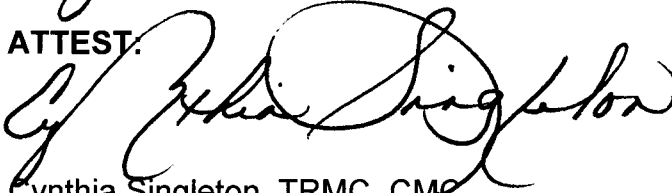
- Sec. 1. THAT the above findings are hereby found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Sec. 2. THAT Chapter 70 of the Code of Ordinances is hereby amended in its entirety and replaced with the attached Exhibit "A".
- Sec. 3. THAT All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.
- Sec. 4. THAT if any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.
- Sec. 5. THAT the effective date of this ordinance shall be immediate upon its passage.

AND IT IS SO ORDERED.

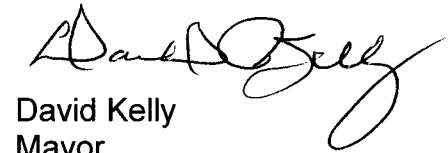
The first reading and public hearing being conducted on the 1st day of March 2011.

The second reading and public hearing being conducted on the 22nd day of March 2011.

ATTEST:


Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE


David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

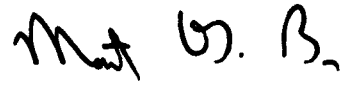

Matthew C. G. Boyle
City Attorney

Exhibit "A"

PEDDLERS AND SOLICITORS

I. SOLICITATION GENERALLY

The purpose of this ordinance is to secure the general health, safety and welfare for the residents of the City of Colleyville by:

Prohibiting door-to-door solicitation at residences during the times when such activity is most intrusive and disruptive to citizens' privacy;

Regulating the locations in which solicitation activity may occur to promote safety and minimize congestion;

Regulating the manner in which any solicitation activity may occur to promote good order, protect citizens from aggressive and intimidating practices; and

Requiring solicitors to obtain permits from the City to aid in crime detection and deter deceptive practices and fraud.

II. DEFINITIONS

A. The following words and phrases, when used in this ordinance, shall have the meanings ascribed to them by this section:

1. *Charitable purpose* shall mean philanthropic, religious or other nonprofit objectives, including the benefit of poor, needy, sick, refugee or handicapped persons; the benefit of any church or religious society, sect, group or order; the benefit of a patriotic or veterans' association or organization; the benefit of any fraternal, social or civic organization, or the benefit of any educational institution. "Charitable purpose" shall not be construed to include any direct benefit to the individual making the commercial home solicitation, to include the benefit of any political group or political organization which is subject to financial disclosure under state or federal law.
2. *Commercial home solicitation or soliciting* means the solicitation at a residence through the attempt or act of asking, bartering, or communicating in any manner for the purpose of selling or offering to sell goods, services, or realty for a for-profit purpose which includes promoting, advertising, receiving or obtaining money, gifts or items of value for said individual or group of individuals, or for-profit organization, club, company, corporation.
3. *Commercial home distribution or distribute* means the door-to-door distribution of advertisements or handbills (other than through the United States mail).
4. *Dusk* means thirty (30) minutes after sunset.
5. *Handbill* means and includes any printed or written matter, any sample or device, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter or literature.

6. *Handbill distributor* means and includes any person engaging or engaged in the business for hire or gain of distributing handbills, other than newspapers distributed to subscribers thereof, and any person receiving compensation directly or indirectly for the distribution of such handbills.
7. *Handbill sponsor* means and includes any person, firm or corporation who utilizes handbills as a medium of advertising or spreading a message.
8. *Itinerant operations* shall mean and refer to the conduct of business operations at one or more locations or properties throughout the day, provided that the mobile food vendor does not remain or linger at any particular property or location for longer than thirty (30) minutes.
9. *Itinerant vendor* shall mean any person who sets up and operates a temporary business on privately owned property, whether improved or unimproved, in the City, soliciting, selling, or taking orders for, or offering to sell or take orders for any goods or services.
10. *Mobile frozen dairy food vendors* shall mean any person who operates a vehicle on the streets of the City for the purposes of soliciting sales of frozen dairy food, either made or produced at the time of the sale, or prepackaged and wrapped in a covering.
11. *Mobile ice cream truck* is a mobile food unit that operates from a motor vehicle and sells only prepackaged, single-portion, ice cream or frozen confections.
12. *Peddler* shall mean any person traveling by foot, wagon, vehicle or any other type of conveyance from street to street carrying, conveying, or transporting goods, wares or merchandise and offering or exposing them for sale, or making sales and delivering articles to purchasers; or who, without traveling from place to place, exhibits, displays, sells, or offers for sale such products from a wagon, handcart, pushcart, motor vehicle, conveyance or from his person while on the public ways of the City of Colleyville. A peddler also includes any street vendor, itinerant vendor or transient vendor.
13. *Public right-of-way* for the purposes of this ordinance, shall mean a legally established area or strip of land, either public or private, on which an irrevocable rite of passage has been recorded, and which is occupied or intended to be occupied by a street, utility service, water main, sanitary or storm sewer main, or other similar use. Right-of-way also includes the travel portion of the roadway and all traffic medians.
14. *Residential street* means a thoroughfare or public driveway, other than an alley, not on the City's Master Thoroughfare Plan, which has been dedicated or deeded to the public for general use and affords a principal means of vehicular or other access to property abutting thereon.
15. *Temporary business* means one that continues for forty-five (45) days or less; and, exists whether solicitation is from a stand, vehicle, or

freestanding. Any business that exists more than forty-five (45) days shall be deemed to be a permanent occupancy and is required to obtain a certificate of occupancy from the Building Inspection Department.

16. *Transient vendor* shall mean vendors who sell items for a limited time and have no permanent place of business at that location. Examples of places where transient vendor sales may take place are at fairs, bazaars, flea markets, art or craft shows, or concerts.

III. COMMERCIAL HOME SOLICITATION AND COMMERCIAL HOME DISTRIBUTION

A. COMMERCIAL HOME SOLICITATION AND COMMERCIAL HOME DISTRIBUTION ON PRIVATE PROPERTY

1. It shall be unlawful for any person to conduct commercial home solicitation or commercial home distribution upon residential property within the City without first obtaining a written permit as prescribed by this ordinance.
2. It shall be unlawful to approach any part of a residence other than the front door.
3. It shall be unlawful to solicit, peddle, or distribute on residential property prior to 9:00 a.m. or after 4:30 p.m. of any day Monday through Saturday, or any time on Sunday or any other federally designated holiday, or;
 - a. On any day where the Department of Homeland Security has issued a formal alert regarding a specific or credible terrorist threat resulting in an imminent or elevated threat level, the chief of police may suspend any commercial home solicitation or commercial home distribution activities until such time that the threat level is rescinded;
 - b. This section shall not apply to a visit to the premises as a result of a request or invitation made by the occupant, invitation of the owner of the property or a person residing on the premises.
4. It shall be unlawful for any person, handbill distributors, or commercial home solicitors to distribute or cause to be distributed, deposited, placed, thrown, scattered, or cast any handbill upon any residential property except:
 - a. By handing or transmitting such handbill directly to the owner or occupant then present in or upon such private premises, or;
 - b. By placing or depositing the same in a manner to secure and prevent such handbill from being blown or drifting about such premises, except that mailboxes may not be used when prohibited by federal postal laws or regulations.
5. It shall be unlawful for any person to distribute or cause to be distributed, deposited, placed, thrown, scattered or cast any handbill upon any residential property or to go upon any residential premises for the purpose

of commercial home solicitation or commercial home distribution and ring the doorbell, knock upon the door or create any sound for the purpose of attracting the attention of the occupants of the residence if:

- a. Requested by anyone thereon not to do so, or;
 - b. If there is placed on such premises in a conspicuous place upon or near the main entrance to the residence, a weatherproof sign, not less than three (3) inches by four (4) inches in size bearing the words "no trespassing," "no peddlers," "no advertisements," "no solicitation," "no handbills," or any similar notice indicating in any manner that the occupants of such premises do not desire to have any such handbills left upon their premises. The letters on such signs shall be not less than two-thirds (2/3) of an inch in height.
6. It shall be unlawful for any person to employ, use or otherwise put into service a child who is fifteen (15) years of age or less to engage in a commercial home solicitation or commercial home distribution unless the child is soliciting or distributing within 1,000 feet of the child's home or the child is actively supervised by an adult at least eighteen (18) years of age who is within one hundred (100) feet of the child or who has written consent from a parent or legal guardian for a charitable purpose.
 7. No person shall leave any unsolicited pamphlet, unsolicited brochure, unsolicited flyer, unsolicited package or unsolicited printed advertisement at a residence at a place further than five (5) feet from the front door of the residence.

B. DISPLAY OF IDENTIFICATION

1. The person(s) in charge of conducting commercial home solicitation or commercial home distribution shall ensure that all commercial home solicitors or commercial home distributors involved possess on their person photo identification, such as a valid driver license or other valid governmental identification that correctly identifies whom the solicitor/distributor is and for whom the solicitor/distributor is working.
2. It shall be unlawful for any commercial home solicitors or commercial home distributors to fail or refuse to show or display such identification upon the request of any person.
3. It shall be unlawful for any commercial home solicitors or commercial home distributors to engage in commercial home solicitation or commercial home distribution without having a copy of the permit in their possession, except that where the person who will be peddling or soliciting is fifteen (15) years of age or less.
 - a. Such person shall be supervised by a person who is over the age of eighteen (18) years of age and who shall obtain a license on behalf of the person to be supervised.

4. The permit holder must ensure that the permit is properly displayed while conducting peddling, commercial home solicitation or commercial home distribution activities.
 - a. Properly displayed shall mean attached or hung so that the permit is clearly visible to the public and law enforcement officials.
5. It shall be unlawful for any person to conduct themselves as a commercial home distributor without wearing an orange traffic safety vest.

C. SOLICITATION IN SELECTED PUBLIC RIGHT-OF-WAY

1. It shall be unlawful for any person to solicit or to distribute handbills on, in, upon, or around any City rights-of-way, with or without a permit.
2. Employees of the City of Colleyville are hereby exempt from the provisions of sub-section 1 above provided approval is first obtained from the city manager or their designee.

D. SOLICITATION FOR PURPOSES NOT SET OUT IN THE APPLICATION

1. It shall be unlawful for any commercial home solicitor to solicit for a purpose other than that set out in the application upon which the permit was issued.

IV. ITINERANT VENDORS

A. REQUIREMENTS

1. It shall be unlawful to operate a mobile ice cream truck, mobile frozen dairy vendor, or other itinerant street vendor vehicle in the City, and no person who owns or controls an ice cream truck or itinerant street vendor vehicle shall permit it to be so operated at any time, unless the driver of said vehicle shall have first obtained and shall then have in force an itinerant street vendor permit issued under the provisions of this ordinance.
2. All permits shall be for specific time periods, dates and locations.
3. Mobile frozen dairy vendors, mobile ice cream trucks, or other itinerant vendor vehicles are permitted to vend in an area for a short period of time and move to multiple other locations providing they do not remain at a location for more than thirty (30) minutes without specific approval as contained in the permit.
4. Sound equipment must be limited to music or human speech and can only be used between 11:00 a.m. and dusk each day.
5. Sound may not be broadcast within one hundred (100) yards of schools, hospitals, churches, courthouses, funeral homes, or cemeteries and shall meet all noise nuisance provisions contained in the Colleyville Code of Ordinances. Music must be played at a reasonably low volume while the unit is stopped for vending. If the unit is stopped for vending for more than ten (10) minutes, then music shall be turned off.

6. A sign or decal that is visible at all times with the business address and telephone number of the business permit holder printed on the side of the vehicle in letters of not less than two (2) inches in height.
7. Vehicles must be in good condition and have a current safety inspection sticker from the Texas Department of Motor Vehicles.
8. All itinerant vendors shall comply with all provisions of the Colleyville Land Development Code. Any itinerant vendor seeking to locate at a stationary point for more than thirty (30) minutes must also obtain a temporary use permit from the City of Colleyville Community Development Department.

B. SAFETY EQUIPMENT FOR ICE CREAM TRUCKS OR OTHER VEHICLES VENDING FOOD PRODUCTS TO CHILDREN

1. Signs stating "WATCH FOR CHILDREN" or "SLOW CHILDREN CROSSING" must be posted on the front, back and both sides of the vehicle in at least four (4) inch letters of contrasting colors in distinctive lettering which is visible at three hundred (300) feet to the front and rear in normal sunlight upon a straight, level roadway or highway. Swing arms stating "Stop for Children" may be used as an option on the side of the vehicle in lieu of the signage with four (4) inch lettering.
2. A serving window capable of being closed when not in use must be provided and located on the curbside only.
3. The vehicle must be provided with left and right outside rear view mirrors, as well as two (2) additional outside wide-angle mirrors on the front and back of the vehicle to enable the driver in his normal seated position to see around the entire vehicle and see the area in front of the vehicle obscured by the hood. Rear mirrors shall not be required if the vehicle is equipped with a no ride bumper.
4. All vehicles must have operable four-way, yellow flashing hazard lights to warn approaching drivers of children.
5. A rear bumper cover or a no ride bumper must be installed to prevent children from standing or jumping on the rear of the vehicle.
6. A trash receptacle to dispose of all litter that is generated from products sold from the mobile ice cream truck, mobile frozen dairy vendor, or other itinerant street vendor vehicle.

V. APPLICATION FOR PERMIT

A. COMMERCIAL HOME SOLICITATION

1. A person or organization seeking a permit for the purpose of conducting home solicitation shall file an application with the Colleyville Police Department. The application shall contain the following information:

- a. The full and legally recognized names and any associated aliases, logos, nicknames, and abbreviated names of the entity or person applying for a permit to solicit;
- b. Whether the person applying is an individual, partnership, corporation or association, and:
 - i. The business or residence address and telephone number of the applicant;
 - ii. If a partnership, the names of all partners and the principal business address and telephone number of each partner;
 - iii. If a corporation, the person applying shall state whether it is organized under the laws of this state, another state or is a foreign corporation, and must show the mailing address, business location, telephone number, name of the individual in charge of such corporation, and, if a foreign corporation, the place of incorporation;
 - iv. If an association, the application shall show the association's principal business address and telephone number, if any, and shall show names and principal business or residence addresses and telephone numbers of all members of the association unless they exceed ten (10) in number, in which case the application shall so state and the person registering may alternatively list the name and principal business or residence addresses and telephone numbers of the officers and directors or trustees of the association;
 - v. If the association is a part of a multistate organization or association, the mailing address and business location of its central office shall be given, in addition to the mailing address and business location of its local office.
- c. The names, mailing address and telephone number of all individuals who will be in direct charge or control of the solicitation;
- d. The time period within which the solicitation is to be made, giving the date of the beginning of solicitation and its projected conclusion and the specific location(s);
- e. A description of the methods and means by which the solicitation is to be accomplished;
- f. The type of merchandise to be sold or offered for sale or the nature of the services to be furnished;
- g. Whether such applicant, upon any such order so obtained, will demand, accept or receive payment or deposit of money in advance of final delivery;

- h. A permit will not be issued if there is an affirmative statement as to whether the applicant has ever been:
 - i. Convicted of or pleaded nolo contendere to a misdemeanor involving fraud, theft, embezzlement, burglary, fraudulent conversion, or misappropriation of property within the preceding ten (10) years, or convicted of or pleaded nolo contendere to any felony;
 - ii. Found liable in a civil or administrative action in which the complaint or petition alleged fraud, theft, embezzlement, fraudulent conversion, misappropriation of property, or the use of untrue or misleading representations in an attempt to sell or dispose of property or to obtain money or a thing of value from another;
 - iii. Found liable under any law regarding the use of unfair, unlawful, or deceptive business practices; or
 - iv. Subject to an injunction or restrictive court order relating to business activity as the result of an action brought by a federal, state, or local public agency, including an action affecting a vocational license;
 - i. The names of any cities where the applicant has worked in the previous three hundred and sixty-five (365) days;
 - j. Two full-face photographs of each applicant, two (2) inches square;
 - k. A copy of a valid state tax sales certificate, if applicable;
 - l. An authorization to conduct a criminal background check on the applicant;
 - m. Any other information which the City deems necessary for the administration of this ordinance.
2. The application must be signed by the applicant and accompanied by a non-refundable application fee of \$15.00 and a permit fee of \$50.00, if approved. Such application shall also show satisfactory written proof of the individual's authority to represent the company.
 3. Information provided by applicant will be subject to verification by the Police Department.
 4. Failure to provide a complete and thorough application or falsification of any part of the application shall be grounds for the denial or revocation of a permit.
 5. After review of the permit application and within ten (10) business days of the receipt of the application, the chief of police or his designee shall either issue a permit, as provided in this ordinance, or notify the person applying

that the application does not comply with the requirements of this ordinance, specifying why the application is incomplete or otherwise does not comply.

6. If the applicant is fifteen (15) years of age or less, a copy of the parental consent form required by Section 51.0145 of the Texas Labor Code and the name, address and telephone number of all persons who will be responsible for supervising the activities of the applicant must be provided.
7. A permit granted under this article shall be valid only until the termination of the solicitation period specified in the permit or for one hundred eighty (180) days, whichever is less, but may be renewed once for one hundred eighty (180) days, if made within the initial one hundred eighty (180) day period of the original permit. Each application for renewal must verify permit information as correct and provide copies of sales tax returns for the prior permit period.
 - a. A permit renewal application shall be \$25.00 if submitted within one hundred eighty (180) days of the original application.

B. COMMERCIAL HOME DISTRIBUTION

1. No person shall engage in a commercial home distribution without having a valid, current permit issued under the provisions of this ordinance by the chief of police. The application shall contain the following:
 - a. The name, date of birth and mailing address of the person(s) applying;
 - b. The name, mailing address and phone number of the handbill sponsor and company organizing the distribution of same;
 - c. The time period and locations within which commercial home distributions will be made, including the proposed beginning date and the projected date of conclusion, and an estimate of how often the applicant will distribute during the permit period;
 - d. A description of the methods and means by which the commercial home distributions will be accomplished;
 - e. A description of the goods or services to be sold or offered through the distribution;
 - f. If the applicant is fifteen (15) years of age or less, a copy of the parental consent form required by Section 51.0145 of the Texas Labor Code and the name, address, and telephone number of all persons who will be responsible for supervising the activities of the applicant must be provided;
 - g. A permit will not be issued if there is an affirmative statement as to whether the applicant has ever been:

- i. Convicted of or pleaded nolo contendere to a misdemeanor involving fraud, theft, embezzlement, burglary, fraudulent conversion, or misappropriation of property within the preceding ten (10) years, or convicted of or pleaded nolo contendere to any felony;
 - ii. Found liable in a civil or administrative action in which the complaint or petition alleged fraud, theft, embezzlement, fraudulent conversion, misappropriation of property, or the use of untrue or misleading representations in an attempt to sell or dispose of property or to obtain money or a thing of value from another;
 - iii. Found liable under any law regarding the use of unfair, unlawful, or deceptive business practices; or
 - iv. Subject to an injunction or restrictive court order relating to business activity as the result of an action brought by a federal, state, or local public agency, including an action affecting a vocational license;
- 2. It shall be unlawful for any person to file an application for a commercial home distribution permit that contains any false statement of fact.
- 3. The names of any cities where the applicant has worked in the previous three hundred and sixty-five (365) days.
- 4. The application for the permit must be signed by the applicant and accompanied by a non-refundable application fee of \$15.00 and a permit fee of \$50.00, if approved. Such application shall also show satisfactory written proof of the individual's authority to represent the company.
- 5. It shall be unlawful for any person to engage in a commercial home distribution without carrying the permit required by this ordinance on his or her person while so engaged or to display a permit issued in the name of another person.
- 6. After review of the permit application and within ten (10) business days of the receipt of the application, the chief of police or his designee shall either issue a permit, as provided in this ordinance, or notify the person applying that the application does not comply with the requirements of this ordinance, specifying why the application is incomplete or otherwise does not comply.
- 7. A permit granted under this article shall be valid only until the termination of the solicitation period specified in the permit or for one hundred eighty (180) days, whichever is less, but may be renewed once for one hundred eighty (180) days, if made within the initial one hundred eighty (180) day period of the original permit. Each application for renewal must verify permit information as correct and provide copies of sales tax returns for the prior permit period.

- a. A permit renewal application shall be \$25.00 if submitted within one hundred eighty (180) days of the original application.

C. GROUP REGISTRATION (applies to Commercial Home Distribution permits only)

1. A person may apply for a group registration applicable to two (2) or more persons who desire to engage in commercial home distributions.
2. The registration application shall contain all of the information required above for each person who will be engaging in commercial home distributions under the group registration.
3. The application must be signed by a person responsible for the group application and shall be accompanied by a non-refundable application fee of \$15.00 and an additional permit fee of \$15.00 for each person to be included under the group application.
4. Provided that, if the applicant registers ten (10) or more persons under a group application, the additional permit fee shall be \$10.00 per person. The applicant for group registration shall provide each person distributing under the applicant's registration an identification badge to be worn and displayed while the person is engaging in a commercial home distribution.

D. ITINERANT VENDORS

1. Every driver or person desiring a permit to conduct sales activity in the City as a mobile ice cream truck, mobile frozen dairy vendor, or other itinerant street vendor shall make a written application therefore to the chief of police. The application shall be made on a form approved by the chief of police, accompanied by a non-refundable \$15.00 application fee and a \$50.00 permit fee if approved, and state the following:
 - a. Name and business address and phone number of applicant;
 - b. Name, address and phone number of the person, firm or corporation the applicant is representing; the agent or service of process of a corporation and/or name and address of any owner of a business not incorporated and the assumed name of said business filed in the index in the county of its home office, for any business;
 - c. Attached to the application shall be a certified original copy of the sales tax permit issued by the comptroller of the state;
 - d. Statement of the kind, type and character of solicitation and/or the goods that applicant will offer for sale, and state whether the purchaser of such wares or goods shall be required to make any deposit or advance payment of purchase price before delivery and a complete and full statement of the delivery date;

- e. The period of time the applicant requests to sell or solicit in the City;
 - f. Location or area of the City where sales activity will be conducted;
 - g. List of all convictions of all felonies and misdemeanors and violations of this article of applicant and representatives, stating the offense, city and state, the court of conviction and the punishment imposed;
 - h. Name and phone number of three (3) character witnesses for applicant who can be contacted within forty-eight (48) hours;
 - i. If sales are to be conducted from one (1) or more stationary locations the applicant shall submit written consent of the property owner or its authorized agent consenting to applicant's use of such private property for sales activity indicated in the permit application;
 - j. Names of each employee, agent, or representative for whom the applicant will sell, offer, exhibit or solicit orders for the sale of goods, wares or merchandise for or on behalf of the applicant;
 - k. The name of all cities in which the applicant has conducted sales activity in the last three hundred sixty-five (365) days.
2. No itinerant street vendor permit of any kind shall be granted unless:
- a. The applicant is at least eighteen (18) years of age, has a valid state issued driver license;
 - b. The applicant has no active suspension on his or her driving privileges in any state;
 - c. No permit shall be issued if the applicant has been convicted of or pleaded nolo contendere to any felony.
3. Before a permit is issued by the chief of police, the applicant will be required to furnish a policy of liability insurance, in the amount of \$250,000 per incident. This policy must include a provision that the City will be notified within thirty (30) days if this policy of insurance is to be cancelled for any reason.
- a. Cancellation of an insurance policy for a mobile ice cream truck, mobile frozen dairy vendor, or other itinerant street vendor shall be an automatic revocation of the permit issued to that mobile ice cream truck, mobile frozen dairy vendor, or other itinerant street vendor.
 - b. Cancellation of an insurance policy for any company that operates any mobile ice cream truck, mobile frozen dairy vendor, or other itinerant street vendor shall be an automatic revocation of all City permits issued to all mobile ice cream trucks, mobile frozen dairy

vendors, or other itinerant street vendors operated by that company.

4. Vehicles must be in good condition and have a current safety inspection sticker from the Texas Department of Motor Vehicles.
5. Any itinerant vendor handling or selling non-prepackaged food must also possess a current Tarrant County Public Health Department Food Handler Card. Proof of an annual health department inspection shall be provided at the time of permit application. The inspection shall be performed by a registered sanitarian licensed in the State of Texas and employed with a county or city health department in the State of Texas.
6. When the application is approved, the mobile ice cream truck, mobile frozen dairy vendor, or other itinerant street vendor's permit shall be issued in card form. The photograph of the driver shall be attached to the card.
 - a. Each driver will be given a mobile ice cream truck, mobile frozen dairy vendor, or other itinerant street vendor permit number, which will be on such permit. This card shall be posted in a prominent place in the mobile ice cream truck, mobile frozen dairy vendor, or other itinerant street vendor vehicle and shall be shown to any customer, police officer, or code enforcement officer upon request.
 - b. A copy of the permit shall be posted in the mobile ice cream truck, mobile frozen dairy vendor, or other itinerant street vendor vehicle at all times.
7. A permit granted under this article shall be valid for one year – from between January 1 and December 31 regardless of the date of application. Each application for renewal must verify permit information as correct and provide copies of sales tax returns for the prior permit period.

VI. EXEMPTION FROM PERMIT FEES

- A. The permit fees shall not be required of: charitable solicitations, ordinary commercial travelers who sell or exhibit for sale goods, wares, or merchandise to persons selling and dealing in the same within the City, or individuals who file a statement with the police department indicating their indigent status.

VII. INVESTIGATION OF THE APPLICANT

- A. In addition to all permit fees, each applicant for any type of permit in this ordinance shall pay a non-refundable fee of \$15.00 to cover the cost of conducting a criminal background check on the applicant(s).
- B. It shall be the duty of the chief of police or his designee to investigate each applicant for a permit under this ordinance before issuance of such a permit based on a review of the applicant's background.

VIII. ISSUANCE, DENIAL, REVOCATION

- A. The chief of police or his designee shall issue the applicant a commercial home solicitation, commercial home distribution, or itinerant vendor permit if the chief determines that the application has been fully and accurately completed, the permit application fee has been paid, and that the applicant has satisfied each requirement of this ordinance. If not, the chief may deny the permit.
- B. A commercial home solicitation, commercial home distribution, or itinerant vendor permit may be revoked if the chief of police so determines that reasonable cause exists to believe that:
 - 1. A statement of fact contained in the application was false or materially misleading;
 - 2. The permit holder has failed to comply with any of the provisions of this ordinance;
 - 3. Any of the conditions of this ordinance is, or has become applicable to the permit holder; or
 - 4. The permit holder has engaged in a commercial home solicitation or commercial home distribution that involves the use of false, misleading, fraudulent, or deceptive acts.
- C. The chief of police or his designee shall provide notice of the revocation by certified mail, personal service, or courier-receipted commercial delivery sent to the address provided on the permit holder's application.
- D. The permit holder may appeal the denial or revocation of a permit to the chief of police by filing a written notice of appeal with the chief of police within ten (10) business days of delivery of notice of the denial or revocation. The chief of police shall render a decision on the appeal within five (5) business days of the date of the receipt of the appeal. The decision of the chief of police shall be final. A revocation shall remain in effect for a period of one (1) year, during which time the permit holder may not be issued another commercial home solicitation, commercial home distribution, or itinerant vendor permit.

IX. EXEMPTIONS TO PERMITTING REQUIREMENTS

- A. The following shall be exempt from the permitting requirements of this ordinance:
 - 1. Religious organizations exclusively for the distribution of literature and other items for the purpose of proselytizing, provided that no fees are charged and no donations are solicited;
 - 2. Anonymous political speech;
 - 3. Charitable purpose;
 - 4. The provisions of this ordinance shall not apply to sales made under authority and by order of law, nor to persons, or their authorized representatives, who have previously established with the owners or occupants of such private residences or property a regular business, trade, service or other contractual relationship;

5. Any operation, which is exempted by state or federal statute from this ordinance, is exempt only to the extent of such applicable exemption;
6. Any person claiming to be legally exempt from the provisions of this ordinance, including the payment of the permit or investigation fee shall make such a claim in writing to the chief of police citing the applicable statute or authority, and providing proof of its applicability.

X. PENALTIES

- A. Any person violating any provision of this ordinance or failing to observe any provisions of this ordinance shall have their permit revoked immediately and will not be entitled to reapply for a period of one (1) year from the date of the revocation. In the event of such forfeiture of permit, no part of such permit fee as may have been so paid shall be refunded to such person, and;
- B. Any person, firm or corporation violating any of the terms or provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine in a sum not to exceed \$500 for each offense, and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.
 1. In case of any willful violation of any of the terms and provisions of this ordinance, the City, in addition to imposing the penalties above provided, may institute any appropriate action or proceeding in any court having proper jurisdiction, to restrain, correct or abate such violations; and the definition of any violation of the terms of this ordinance as a misdemeanor, shall not preclude the City from invoking the civil remedies given it by the laws of the state, but same shall be cumulative and subject to prosecution as hereinabove prescribed for such violations.

ORDINANCE O-13-1892

AN ORDINANCE OF THE CITY OF COLLEYVILLE AMENDING THE CODE OF ORDINANCES CHAPTER 70, ARTICLE II, SECTION 70-28, RELATING TO HOME SOLICITATION, DISTRIBUTION, AND MISCELLANEOUS SALES; PROVIDING FOR A PENALTY BY FINE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500); PROVIDING A SAVINGS CLAUSE; REPEALING CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Colleyville, Texas, is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City of Colleyville currently regulates commercial home solicitation and commercial home distribution on private property in a manner to promote good order and protect citizens and non-citizens, while at the same time maintaining a person's First Amendment right to communicate through that medium; and

WHEREAS, the City Council finds that the regulations provided by this ordinance are necessary to promote the City's legitimate and compelling interests and are provided without reference to the content of any message; and

WHEREAS, the City Council finds that the City has a legitimate and compelling interest in protecting the privacy of its residents in a most important place, the homestead; and

WHEREAS, the City Council determines that preserving the sanctity of the home, including the right to be free from unwanted and unwelcome intrusion, is a compelling governmental interest; and

WHEREAS, the City Council finds that the City has a legitimate and compelling interest in preventing undue annoyance of its residents; and

WHEREAS, the City Council finds that the City has a legitimate and compelling interest in protecting its residents from crime; and

WHEREAS, the City Council finds door-to-door activities pose an inherent risk of crime; and

WHEREAS, the City Council finds that curfew regulations limiting the hours and days when a person may solicit, peddle, or distribute on private property are necessary to prevent undue annoyance of its residents and to protect the sanctity of citizens' homes; and

WHEREAS, the City Council finds that posting "no-solicitation" or similar signs alone is inadequate to protect its citizen's from undue annoyance; and

WHEREAS, the City Council finds that curfew regulations limiting the hours and days when a person may solicit, peddle, or distribute on private property are necessary to prevent crime to property and persons and to protect the health and safety of persons engaged in solicitation or distribution; and

WHEREAS, the City Council finds the regulations of this ordinance do not prevent door-to-door activity and that ample alternative channels of communication exist beyond the curfew requirements, including, but not limited to door-to-door solicitation between the hours of 9:00 a.m. and 4:30 p.m. on non-holidays Monday through Saturday, solicitation via telephone and other electronic communication, public solicitation outside of the privacy of citizens' doorsteps, and solicitation via direct mail, television, radio, and internet; and

WHEREAS, the City Council finds that the time after 4:30 p.m. and before 9:00 a.m. is when calls for crime-related assistance are consistently higher and the curfew provisions are necessary to assist with crime prevention by enabling the City's police officers to respond to other crime-related calls in the evening and night; and

WHEREAS, the City Council finds that an unanticipated visit by a stranger on citizens' doorsteps is capable of causing fear and suspicion, resulting in a call for service, and that these calls for service can be better handled by the Police Department during the hours between 9:00 a.m. and 4:30 p.m.; and

WHEREAS, the City Council finds the regulations provided in this ordinance allow the Police Department to focus its operations on crime-related activity, as opposed to calls for service in response to

door-to-door solicitation, during the evening, night, and early morning hours when calls for service naturally increase; and

WHEREAS, the City Council finds the regulations provided in this ordinance are an integral component of the City's safety plan and that crime prevention efforts would be less effective without the provisions of this ordinance; and

WHEREAS, the City Council finds that regulations requiring persons who engage in door-to-door contact with its citizens to obtain a permit are necessary to prevent crime to property and persons; and

WHEREAS, the City Council is authorized to adopt ordinances to protect the health, safety, and welfare of its citizens; and

WHEREAS, the City Council has determined that it is a necessity to regulate activities as provided for herein to safeguard the public; and

WHEREAS, the City Council is authorized by law to adopt the provisions contained herein, and has complied with all the prerequisites necessary for the passage of this Ordinance; and

WHEREAS, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including but not limited to the Open Meetings Act; and

WHEREAS, the purposes of this Ordinance are to promote the public health, safety, and general welfare of the citizens of the City of Colleyville.

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

- Sec. 1. THAT all of the above premises are found to be true and correct and are hereby incorporated into the body of this ordinance as if copied in their entirety herein.
- Sec. 2. THAT Chapter 70 of the Code of Ordinances is hereby amended in its entirety and replaced with the attached Exhibit "A".
- Sec. 3. THAT any person, firm, or corporation violating any provision of

this ordinance shall be deemed guilty of a misdemeanor and shall upon final conviction thereof be fined in the amount not to exceed five hundred dollars (\$500.00). Each and every day any such violation shall continue shall constitute a separate violation hereunder.

Sec. 4. THAT if any section, sentence, clause, or phrase of this ordinance be declared unconstitutional for any reason, it shall not affect the constitutionality and the validity of any other section, sentence, clause, or phrase, and the City Council declares that it would have passed all other sections, sentences, clauses, or phrases of this ordinance notwithstanding the unconstitutionality or invalidity of any paragraph, section, sentence, clause or phrase hereof.

Sec. 5. THAT all ordinances or any parts thereof in conflict with the terms of this ordinance shall be and hereby are deemed repealed and of no force or effect; provided, however, that the ordinance or ordinances under which the cases currently filed and pending in the Municipal Court of the City of Colleyville, Texas, shall be deemed repealed only when all such cases filed and pending under such ordinance or ordinances have been disposed of by a final conviction or a finding of not guilty or nolo contendere, or dismissal.

Sec. 6. THAT the effective date of this ordinance shall be immediate upon its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 2nd day of October 2013.

The first reading and public hearing being conducted on the 15th day of October 2013.

ATTEST:

APPROVED:

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C.G. Boyle
City Attorney

Exhibit "A"

PEDDLERS, SOLICITORS, AND MISCELLANEOUS SALES

I. SOLICITATION GENERALLY

The purpose of this ordinance is to secure the general health, safety, and welfare for the residents of the City of Colleyville by:

Prohibiting door-to-door solicitation at residences during the times when such activity is most intrusive and disruptive to citizens' privacy;

Regulating the locations in which solicitation activity may occur to promote safety and minimize congestion;

Regulating the manner in which any solicitation activity may occur to promote good order, and protect citizens from aggressive and intimidating practices; and

Requiring solicitors to obtain permits from the City to aid in crime detection and deter deceptive practices and fraud.

II. DEFINITIONS

A. The following words and phrases, when used in this ordinance, shall have the meanings ascribed to them by this section:

1. *Charitable purpose* shall mean philanthropic, religious, or other nonprofit objectives, including the benefit of poor, needy, sick, refugee, or handicapped persons; the benefit of any church or religious society, sect, group, or order; the benefit of a patriotic or veterans' association or organization; the benefit of any fraternal, social, or civic organization, or the benefit of any educational institution. "Charitable purpose" shall not be construed to include any direct benefit to the individual making the home solicitation, to include the benefit of any political group, or political organization, which is subject to financial disclosure under state or federal law.
2. *Commercial home solicitation or soliciting* means the solicitation at a residence through the attempt or act of asking, bartering, or communicating in any manner for the purpose of selling or offering to sell goods, services, or

realty for a for-profit purpose, which includes promoting, advertising, receiving or obtaining money, gifts or items of value for said individual or group of individuals, or for-profit organization, club, company, corporation.

3. *Commercial home distribution or distribute* means the door-to-door distribution of advertisements or handbills (other than through the United States mail).
4. *Dusk* means thirty (30) minutes after sunset.
5. *Handbill* means and includes any printed or written matter, any sample or device, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original, or copies of any matter or literature.
6. *Handbill distributor* means and includes any person engaging or engaged in the business for hire or gain of distributing handbills, other than newspapers distributed to subscribers thereof, and any person receiving compensation directly or indirectly for the distribution of such handbills.
7. *Handbill sponsor* means and includes any person, firm, or corporation who utilizes handbills as a medium of advertising or spreading a message.
8. *Itinerant operations* shall mean and refer to the conduct of business operations at one or more locations or properties throughout the day, provided that the mobile vendor does not remain or linger at any particular property or location for longer than thirty (30) minutes.
9. *Itinerant vendor* shall mean any person who sets up and operates a temporary business on privately owned property, whether improved or unimproved, in the City, soliciting, selling, or taking orders for, or offering to sell or take orders for any goods or services.

10. *Mobile frozen dairy food vendors* shall mean any person who operates a vehicle on the streets of the City for the purposes of soliciting sales of frozen dairy food, either made or produced at the time of the sale, or prepackaged and wrapped in a covering.
11. *Mobile ice cream truck* is a mobile food unit that operates from a motor vehicle and sells only prepackaged, single-portion, ice cream or frozen confections.
12. *Peddler* shall mean any person traveling by foot, wagon, vehicle, or any other type of conveyance from street to street carrying, conveying, or transporting goods, wares, or merchandise and offering or exposing them for sale, or making sales and delivering articles to purchasers; or who, without traveling from place to place, exhibits, displays, sells, or offers for sale, such products from a wagon, handcart, pushcart, motor vehicle, conveyance, or from his person, while on the public right-of-way of the City of Colleyville. A peddler also includes any street vendor, itinerant vendor, or transient vendor.
13. *Public right-of-way* for the purposes of this ordinance shall mean a legally established area or strip of land, either public or private, on which an irrevocable right of passage has been recorded, and which is occupied, or intended to be occupied, by a street, utility service, water main, sanitary or storm sewer main, or other similar use. Right-of-way also includes the travel portion of the roadway and all traffic medians.
14. *Residential street* means a thoroughfare or public driveway, other than an alley, not on the City's Master Thoroughfare Plan, which has been dedicated or deeded to the public for general use and affords a principal means of vehicular or other access to property abutting thereon.
15. *Temporary business* means one that continues for forty-five (45) days or less; and, exists whether solicitation is from a stand, vehicle, or freestanding. Any business that exists more than forty-five (45) days shall be deemed to be a permanent occupancy and is required to obtain a

certificate of occupancy from the Community Development Department.

16. *Transient vendor* shall mean vendors who sell items for a limited time and have no permanent place of business at that location. Examples of places where transient vendor sales may take place are at fairs, bazaars, flea markets, art or craft shows, or concerts.

III. COMMERCIAL HOME SOLICITATION AND COMMERCIAL HOME DISTRIBUTION

A. COMMERCIAL HOME SOLICITATION AND COMMERCIAL HOME DISTRIBUTION ON PRIVATE PROPERTY

1. It shall be unlawful for any person to conduct commercial home solicitation or commercial home distribution upon residential property within the City without first obtaining a written permit as prescribed by this ordinance.
2. It shall be unlawful to approach any part of a residence other than the front door.
3. It shall be unlawful to solicit, peddle, or distribute on residential property prior to 9:00 a.m. or after 4:30 p.m. of any day Monday through Saturday, or any time on Sunday, or any other federally designated holiday; or
 - a. On any day where the Department of Homeland Security has issued a formal alert regarding a specific or credible terrorist threat, resulting in an imminent or elevated threat level, the chief of police may suspend any commercial home solicitation or commercial home distribution activities until such time that the threat level is rescinded; or
 - b. This section shall not apply to a visit to the premises as a result of a request or invitation made by the occupant, invitation of the owner of the property, or a person residing on the premises.

4. It shall be unlawful for any person(s), handbill distributors, or commercial home solicitors to distribute or cause to be distributed, deposited, placed, thrown, scattered, or cast, any handbill upon any residential property except:
 - a. By handing or transmitting such handbill directly to the owner or occupant then present in or upon such private premises; or
 - b. By placing or depositing the same in a manner to secure and prevent such handbill from being blown or drifting about such premises, except that mailboxes may not be used when prohibited by federal postal laws or regulations.
5. It shall be unlawful for any person to distribute or cause to be distributed, deposited, placed, thrown, scattered, or cast any handbill upon any residential property or to go upon any residential premises for the purpose of commercial home solicitation; or commercial home distribution; and ring the doorbell, knock upon the door or create any sound for the purpose of attracting the attention of the occupants of the residence if:
 - a. Requested by anyone thereon not to do so; or
 - b. If there is placed on such premises in a conspicuous place upon or near the main entrance to the residence, a weatherproof sign, not less than three (3) inches by four (4) inches in size bearing the words "no trespassing," "no peddlers," "no advertisements," "no solicitation," "no handbills," or any similar notice indicating in any manner that the occupants of such premises do not desire to have any such handbills left upon their premises. The letters on such signs shall be not less than two-thirds (2/3) of an inch in height.
6. It shall be unlawful for any person to employ, use, or otherwise put into service, a child who is fifteen (15) years of age or less to engage in a commercial home solicitation or commercial home distribution, unless the child is soliciting or distributing within 1,000 feet of the child's home, or the child is actively supervised by an adult at least

eighteen (18) years of age who is within one hundred (100) feet of the child, or who has written consent from a parent or legal guardian for a charitable purpose.

7. No person shall leave any unsolicited pamphlet, unsolicited brochure, unsolicited flyer, unsolicited package, or unsolicited printed advertisement at a residence at a place further than five (5) feet from the front door of the residence.

B. DISPLAY OF IDENTIFICATION

1. The person(s) in charge of conducting commercial home solicitation or commercial home distribution shall ensure that all commercial home solicitors, or commercial home distributors involved, possess on their person photo identification, such as a valid driver license, or other valid governmental identification that correctly identifies whom the solicitor/distributor is and for whom the solicitor/distributor is working.
2. It shall be unlawful for any commercial home solicitor(s) or commercial home distributor(s) to fail or refuse to show or display such identification upon the request of any person.
3. It shall be unlawful for any commercial home solicitors or commercial home distributors to engage in commercial home solicitation or commercial home distribution without having a copy of the permit in their possession, except that where the person who will be peddling or soliciting is fifteen (15) years of age or less.
 - a. Such person shall be supervised by a person who is over the age of eighteen (18) years of age and who shall obtain a license on behalf of the person to be supervised.
4. The permit holder must ensure that the permit is properly displayed while conducting peddling, commercial home solicitation, or commercial home distribution activities.
 - a. Properly displayed shall mean attached or hung so that the permit is clearly visible to the public and law enforcement officials.

5. It shall be unlawful for any person to conduct themselves as a commercial home distributor without wearing an orange traffic safety vest.

C. SOLICITATION IN SELECTED PUBLIC RIGHT-OF-WAY

1. It shall be unlawful for any person to solicit or to distribute handbills on, in, upon, or around any public right-of-way, with or without a permit.
2. Employees of the City of Colleyville are hereby exempt from the provisions of subsection 1 above, provided approval is first obtained from the city manager or their designee.

D. SOLICITATION FOR PURPOSES NOT SET OUT IN THE APPLICATION

1. It shall be unlawful for any commercial home solicitor to solicit for a purpose other than that set out in the application upon which the permit was issued.

IV. ITINERANT VENDORS

A. REQUIREMENTS

1. It shall be unlawful to operate a mobile ice cream truck, or any other itinerant street vendor vehicle in the City, and no person who owns or controls a mobile ice cream truck or itinerant street vendor vehicle shall permit it to be so operated at any time, unless the driver of said vehicle shall have first obtained, and shall then have in force, an itinerant street vendor permit, issued under the provisions of this ordinance.
2. All permits shall be for specific time periods, dates, and locations.
3. Mobile frozen dairy food vendors, mobile ice cream trucks, or other itinerant vendor vehicles are permitted to vend in an area for a short period of time and move to multiple other locations, providing they do not remain at a location

for more than thirty (30) minutes, without specific approval, as contained in the permit.

4. Sound equipment must be limited to music or human speech and can only be used between 11:00 a.m. and dusk each day.
5. Sound may not be broadcast within one hundred (100) yards of schools, hospitals, churches, courthouses, funeral homes, or cemeteries and shall meet all noise nuisance provisions contained in the Colleyville Code of Ordinances. Music must be played at a reasonably low volume while the unit is stopped for vending. If the unit is stopped for vending for more than ten (10) minutes, then music shall be turned off.
6. A sign or decal that is visible at all times with the business address and telephone number of the business permit holder printed on the side of the vehicle in letters of not less than two (2) inches in height.
7. Vehicles must be in good condition and have a current safety inspection sticker from the Texas Department of Motor Vehicles.
8. All itinerant vendors shall comply with all provisions of the Colleyville Code of Ordinances and Colleyville Land Development Code. Any itinerant vendor seeking to locate at a stationary point for more than thirty (30) minutes must also obtain a temporary use permit from the Community Development Department.

B. SAFETY EQUIPMENT FOR MOBILE ICE CREAM TRUCKS OR OTHER VEHICLES VENDING FOOD PRODUCTS TO CHILDREN

1. Signs stating "WATCH FOR CHILDREN" or "SLOW CHILDREN CROSSING" must be posted on the front, back, and both sides of the vehicle in at least four (4) inch letters of contrasting colors in distinctive lettering, which is visible at three hundred (300) feet to the front and rear in normal sunlight, upon a straight, level roadway, or highway. Swing arms stating "Stop for Children" may be

used as an option on the side of the vehicle in lieu of the signage with four (4) inch lettering.

2. A serving window capable of being closed when not in use must be provided and located on the curbside only.
3. The vehicle must be provided with left and right outside rear view mirrors, as well as two (2) additional outside wide-angle mirrors on the front and back of the vehicle to enable the driver, in his normal seated position, to see around the entire vehicle and see the area in front of the vehicle obscured by the hood. Rear mirrors shall not be required if the vehicle is equipped with a no ride bumper.
4. All vehicles must have operable four-way, yellow, flashing hazard lights to warn approaching drivers of children.
5. A rear bumper cover or a no ride bumper must be installed to prevent children from standing or jumping on the rear of the vehicle.
6. A trash receptacle to dispose of all litter that is generated from products sold from the mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor vehicle.

V. APPLICATION FOR PERMIT

A. COMMERCIAL HOME SOLICITATION

1. A person or organization seeking a permit for the purpose of conducting home solicitation shall file an application with the Police Department. The application shall contain the following information:
 - a. The full and legally recognized names and any associated aliases, logos, nicknames, and abbreviated names of the entity or person applying for a permit to solicit;
 - b. Whether the person applying is an individual, partnership, corporation, or association, and:

- i. The business or residence address and telephone number of the applicant;
 - ii. If a partnership, the names of all partners, the principal business address, and telephone number of each partner;
 - iii. If a corporation, the person applying shall state whether it is organized under the laws of this state, another state, or is a foreign corporation, and must show the mailing address, business location, telephone number, name of the individual in charge of such corporation, and, if a foreign corporation, the place of incorporation;
 - iv. If an association, the application shall show the association's principal business address and telephone number, if any, and shall show names and principal business or residence addresses, and telephone numbers of all members of the association unless they exceed ten (10) in number, in which case the application shall so state and the person registering may alternatively list the name and principal business or residence addresses, and telephone numbers of the officers and directors, or trustees of the association;
 - v. If the association is a part of a multi-state organization or association, the mailing address and business location of its central office shall be given, in addition to the mailing address and business location of its local office.
- c. The names, mailing address, and telephone number of all individuals who will be in direct charge or control of the solicitation;
 - d. The time period within which the solicitation is to be made, giving the date of the beginning of solicitation and its projected conclusion, and the specific location(s);
 - e. A description of the methods and means by which the solicitation is to be accomplished;

- f. The type of merchandise to be sold or offered for sale or the nature of the services to be furnished;
- g. Whether such applicant, upon any such order so obtained, will demand, accept, or receive payment, or deposit of money in advance of final delivery;
- h. A permit will not be issued if there is an affirmative statement as to whether the applicant has ever been:
 - i. Convicted of, or pleaded nolo contendere, to a misdemeanor involving fraud, theft, embezzlement, burglary, fraudulent conversion, or misappropriation of property within the preceding ten (10) years, or convicted of, or pleaded nolo contendere, to any felony;
 - ii. Found liable in a civil or administrative action in which the complaint, or petition alleged fraud, theft, embezzlement, fraudulent conversion, misappropriation of property, or the use of untrue or misleading representations in an attempt to sell or dispose of property, or to obtain money or a thing of value from another;
 - iii. Found liable under any law regarding the use of unfair, unlawful, or deceptive business practices; or
 - iv. Subject to an injunction or restrictive court order relating to business activity as the result of an action brought by a federal, state, or local public agency, including an action affecting a vocational license.
- i. The names of any cities where the applicant has worked in the previous three hundred and sixty-five (365) days;
- j. Two full-face photographs of each applicant, two (2) inches square;

- k. A copy of a valid state tax sales certificate, if applicable;
 - l. An authorization to conduct a criminal background check on the applicant;
 - m. Any other information, which the City deems necessary for the administration of this ordinance.
- 2. The application must be signed by the applicant and accompanied by a non-refundable application fee of \$15.00 and a permit fee of \$50.00, if approved. Such application shall also show satisfactory written proof of the individual's authority to represent the company.
 - 3. Information provided by applicant will be subject to verification by the Police Department.
 - 4. Failure to provide a complete and thorough application or falsification of any part of the application shall be grounds for the denial or revocation of a permit.
 - 5. After review of the permit application and within ten (10) business days of the receipt of the application, the chief of police, or his designee, shall either issue a permit, as provided in this ordinance, or notify the person applying that the application does not comply with the requirements of this ordinance, specifying why the application is incomplete, or otherwise does not comply.
 - 6. If the applicant is fifteen (15) years of age or less, a copy of the parental consent form required by Section 51.0145 of the Texas Labor Code and the name, address, and telephone number of all persons who will be responsible for supervising the activities of the applicant must be provided.
 - 7. A permit granted under this article shall be valid only until the termination of the solicitation period specified in the permit or for one hundred eighty (180) days, whichever is less, but may be renewed once for one hundred eighty (180) days, if made within the initial one hundred eighty (180) day period of the original permit. Each application for renewal must verify permit information as correct, and

provide copies of sales tax returns for the prior permit period.

- a. A permit renewal application shall be \$25.00, if submitted within one hundred eighty (180) days of the original application.

B. COMMERCIAL HOME DISTRIBUTION

1. No person shall engage in a commercial home distribution without having a valid, current permit issued under the provisions of this ordinance by the chief of police. The application shall contain the following:
 - a. The name, date of birth and mailing address of the person(s) applying;
 - b. The name, mailing address and phone number of the handbill sponsor and company organizing the distribution of same;
 - c. The time period and locations within which commercial home distributions will be made, including the proposed beginning date, the projected date of conclusion, and an estimate of how often the applicant will distribute during the permit period;
 - d. A description of the methods and means by which the commercial home distributions will be accomplished;
 - e. A description of the goods or services to be sold or offered through the distribution;
 - f. If the applicant is fifteen (15) years of age or less, a copy of the parental consent form required by Section 51.0145 of the Texas Labor Code and the name, address, and telephone number of all persons who will be responsible for supervising the activities of the applicant must be provided;
 - g. A permit will not be issued if there is an affirmative statement as to whether the applicant has ever been:

- i. Convicted of, or pleaded nolo contendere, to a misdemeanor involving fraud, theft, embezzlement, burglary, fraudulent conversion, or misappropriation of property within the preceding ten (10) years, or convicted of, or pleaded nolo contendere, to any felony;
 - ii. Found liable in a civil or administrative action in which the complaint or petition alleged fraud, theft, embezzlement, fraudulent conversion, misappropriation of property, or the use of untrue or misleading representations in an attempt to sell or dispose of property, or to obtain money or a thing of value from another;
 - iii. Found liable under any law regarding the use of unfair, unlawful, or deceptive business practices; or
 - iv. Subject to an injunction or restrictive court order relating to business activity as the result of an action brought by a federal, state, or local public agency, including an action affecting a vocational license.
- 2. It shall be unlawful for any person to file an application for a commercial home distribution permit that contains any false statement of fact.
- 3. The names of any cities where the applicant has worked in the previous three hundred and sixty-five (365) days.
- 4. The application for the permit must be signed by the applicant and accompanied by a non-refundable application fee of \$15.00 and a permit fee of \$50.00, if approved. Such application shall also show satisfactory written proof of the individual's authority to represent the company.
- 5. It shall be unlawful for any person to engage in a commercial home distribution without carrying the permit required by this ordinance, on his or her person, while so

engaged, or to display a permit issued in the name of another person.

6. After review of the permit application and within ten (10) business days of the receipt of the application, the chief of police or his designee shall either issue a permit, as provided in this ordinance, or notify the person applying that the application does not comply with the requirements of this ordinance, specifying why the application is incomplete or otherwise does not comply.
7. A permit granted under this article shall be valid only until the termination of the solicitation period specified in the permit or for one hundred eighty (180) days, whichever is less, but may be renewed once for one hundred eighty (180) days, if made within the initial one hundred eighty (180) day period of the original permit. Each application for renewal must verify permit information as correct and provide copies of sales tax returns for the prior permit period.
 - a. A permit renewal application shall be \$25.00, if submitted within one hundred eighty (180) days of the original application.

C. GROUP REGISTRATION (applies to Commercial Home Distribution permits only)

1. A person may apply for a group registration applicable to two (2) or more persons who desire to engage in commercial home distributions.
2. The registration application shall contain all of the information required herein for each person who will be engaging in commercial home distributions under the group registration.
3. The application must be signed by a person responsible for the group application and shall be accompanied by a non-refundable application fee of \$15.00 and an additional permit fee of \$15.00 for each person to be included under the group application.

4. Provided that, if the applicant registers ten (10) or more persons under a group application, the additional permit fee shall be \$10.00 per person. The applicant for group registration shall provide each person distributing under the applicant's registration an identification badge to be worn and displayed while the person is engaging in a commercial home distribution.

D. ITINERANT VENDORS

1. Every driver or person desiring a permit to conduct sales activity in the City as a mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor shall make a written application therefore to the chief of police. The application shall be made on a form approved by the chief of police, accompanied by a non-refundable \$15.00 application fee and a \$50.00 permit fee if approved, and state the following:
 - a. Name, business address, and telephone number of applicant;
 - b. Name, address, and telephone number of the person, firm, or corporation the applicant is representing; the agent or service of process of a corporation, and/or name and address of any owner of a business not incorporated, and the assumed name of said business filed in the index in the county of its home office, for any business;
 - c. Attached to the application shall be a certified original copy of the sales tax permit issued by the comptroller of the state;
 - d. Statement of the kind, type, and character of solicitation and/or the goods that applicant will offer for sale, and state whether the purchaser of such wares or goods shall be required to make any deposit or advance payment of purchase price before delivery, and a complete and full statement of the delivery date;

- e. The period of time the applicant requests to sell or solicit in the City;
 - f. Location or area of the City where sales activity will be conducted;
 - g. List of all convictions of all felonies and misdemeanors and violations of this article of applicant and representatives, stating the offense, city and state, the court of conviction, and the punishment imposed;
 - h. Name and phone number of three (3) character witnesses for applicant who can be contacted within forty-eight (48) hours;
 - i. If sales are to be conducted from one (1) or more stationary locations, the applicant shall submit written consent of the property owner, or its authorized agent consenting to applicant's use of such private property for sales activity indicated in the permit application;
 - j. Names of each employee, agent, or representative for whom the applicant will sell, offer, exhibit, or solicit orders for the sale of goods, wares, or merchandise for, or on behalf of, the applicant;
 - k. The name of all cities in which the applicant has conducted sales activity in the last three hundred sixty-five (365) days.
2. No itinerant street vendor permit of any kind shall be granted unless:
 - a. The applicant is at least eighteen (18) years of age, has a valid state issued driver license;
 - b. The applicant has no active suspension on his or her driving privileges in any state;
 - c. No permit shall be issued if the applicant has been convicted of, or pleaded nolo contendere to, any felony.
 3. Before a permit is issued by the chief of police, or his designee, the applicant will be required to furnish a policy

of liability insurance, in the amount of \$250,000 per incident. This policy must include a provision that the City will be notified within thirty (30) days if this policy of insurance is to be cancelled for any reason.

- a. Cancellation of an insurance policy for a mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor shall be an automatic revocation of the permit issued to that mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor.
 - b. Cancellation of an insurance policy for any company that operates any mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor shall be an automatic revocation of all City permits issued to all mobile ice cream trucks, mobile frozen dairy food vendors, or other itinerant street vendors operated by that company.
4. Vehicles must be in good condition and have a current safety inspection sticker from the Texas Department of Motor Vehicles.
5. Any itinerant vendor handling or selling non-prepackaged food must also possess a current Tarrant County Public Health Department Food Handler Card. Proof of an annual health department inspection shall be provided at the time of permit application. The inspection shall be performed by a registered sanitarian licensed in the State of Texas and employed with a county or city health department in the State of Texas.
6. When the application is approved, the mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor's permit shall be issued in card form. The photograph of the driver shall be attached to the card.
 - a. Each driver will be given a mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor permit number, which will be on such permit. This card shall be posted in a prominent place in the mobile ice cream truck, mobile frozen dairy food

vendor, or other itinerant street vendor vehicle, and shall be shown to any customer, police officer, or code enforcement officer upon request.

b. A copy of the permit shall be posted in the mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor vehicle at all times.

7. A permit granted under this article shall be valid for one year – from between January 1 and December 31, regardless of the date of application. Each application for renewal must verify permit information as correct, and provide copies of sales tax returns for the prior permit period.

VI. EXEMPTION FROM PERMIT FEES

A. The permit fees shall not be required of charitable solicitations, ordinary commercial travelers who sell or exhibit for sale goods, wares, or merchandise to persons selling and dealing in the same within the City, or individuals who file a statement with the Police Department indicating their indigent status.

VII. INVESTIGATION OF THE APPLICANT

A. In addition to all permit fees, each applicant for any type of permit in this ordinance shall pay a non-refundable fee of \$15.00 to cover the cost of conducting a criminal background check on the applicant(s).

B. It shall be the duty of the chief of police, or his designee, to investigate each applicant for a permit under this ordinance, before issuance of such a permit based on a review of the applicant's background.

VIII. ISSUANCE, DENIAL, REVOCATION

A. The chief of police, or his designee, shall issue the applicant a commercial home solicitation, commercial home distribution, or itinerant vendor permit if the chief of police, or his designee determines that the application has been fully and accurately completed, the permit application fee has been paid, and that

the applicant has satisfied each requirement of this ordinance. If not, the chief of police, or his designee, may deny the permit.

- B. A commercial home solicitation, commercial home distribution, or itinerant vendor permit may be revoked if the chief of police so determines that reasonable cause exists to believe that:
 - 1. A statement of fact contained in the application was false or materially misleading;
 - 2. The permit holder has failed to comply with any of the provisions of this ordinance;
 - 3. Any of the conditions of this ordinance is, or has become applicable, to the permit holder; or
 - 4. The permit holder has engaged in a commercial home solicitation or commercial home distribution that involves the use of false, misleading, fraudulent, or deceptive acts.
- C. The chief of police, or his designee, shall provide notice of the revocation by certified mail, personal service, or courier-receipted commercial delivery sent to the address provided on the permit holder's application.
- D. The permit holder may appeal the denial or revocation of a permit to the chief of police by filing a written notice of appeal with the chief of police within ten (10) business days of delivery of notice of the denial or revocation. The chief of police shall render a decision on the appeal within five (5) business days of the date of the receipt of the appeal. The decision of the chief of police shall be final. A revocation shall remain in effect for a period of one (1) year, during which time the permit holder may not be issued another commercial home solicitation, commercial home distribution, or itinerant vendor permit.

IX. EXEMPTIONS TO PERMITTING REQUIREMENTS

- A. The following shall be exempt from the permitting requirements of this ordinance:
 - 1. Religious organizations exclusively for the distribution of literature and other items for the purpose of proselytizing,

provided that no fees are charged, and no donations are solicited;

2. Anonymous political speech;
3. Charitable purpose;
4. The provisions of this ordinance shall not apply to sales made under authority and by order of law, nor to persons, or their authorized representatives, who have previously established with the owners or occupants of such private residences or property a regular business, trade, service, or other contractual relationship;
5. Any operation, which is exempted by state or federal statute from this ordinance, is exempt only to the extent of such applicable exemption;
6. Any person claiming to be legally exempt from the provisions of this ordinance, including the payment of the permit, or investigation fee, shall make such a claim in writing to the chief of police, citing the applicable statute or authority, and providing proof of its applicability.

X. MISCELLANEOUS OCCASIONAL SALES OF NONFOOD ITEMS IN RESIDENTIAL ZONES

Occasional sales, whether classified as garage sales, yard sales, or any other display for sale of any other item not classified in this article in a noncommercial zoned district, such as personal items; trucks, automobiles, or tractors registered to a person residing on the premises; used household items or furniture; or any other item not grown, harvested, manufactured, processed, created, gathered, or otherwise produced on the premises, shall be permitted for not more than ten days per year, per premises. No signs shall be erected on property other than the location where the products are sold, or services are conducted.

XI. SALES ON PUBLIC RIGHT-OF-WAY PROHIBITED

No person may display products for sale or conduct the sale of products anywhere within the public right-of-way. (Ord. No. 0-95-1014, § 3, 1-2-96)

XII. TENTS AND TEMPORARY STRUCTURES

The erection of a tent or other temporary structure as a shelter for outdoor display and sales of food products shall meet the following requirements:

- (1) No tent or other temporary structure shall be erected within 20 feet of any property line, building, or other tent.
- (2) No tent or other temporary structure shall be erected in any fire lane, dedicated access road, right-of-way, or dedicated easement.
- (3) All tents and their appurtenances shall be securely roped, braced, and anchored to withstand the elements of weather against collapse.
- (4) All sections or parts of all tents shall be of flame-retardant material. This shall include all floor coverings, bunting, decorations, side wall coverings, and other effects.
- (5) Smoking shall not be permitted, and no smoking signs shall be posted at all entrance doors and where deemed necessary by the fire marshal.
- (6) No fireworks, open flame, nor any device emitting flame, or fire, or creating a glow, shall be permitted, or used.
- (7) Balloons or other similar devices that are filled with toxic, explosive, or flammable gases shall not be permitted in, or adjacent to, any tent or other temporary structure.
- (8) All exits shall be in accordance with, and comply with, the International Fire Code, as adopted by the City Council.
- (9) All exit signs shall be in accordance with, and comply with, the International Fire Code, as adopted by the City Council.
- (10) Exit illumination shall be in accordance with, and comply with, the International Fire Code, as adopted by the City Council.
- (11) All weeds, grass, vegetation, or other flammable materials shall be removed and not located within 30 feet of any tent, temporary structure, or their appurtenances.

- (12) Fire extinguishers shall be installed in accordance with, and comply with, the International Fire Code, as adopted by the City Council.

XIII. OUTDOOR DISPLAY AND SALES OF HOMEGROWN PRODUCE IN RESIDENTIAL DISTRICTS

The display and sale to the general public of fruits, vegetables, and other homegrown produce from private residences in noncommercial zoned districts may be conducted during the normal growing and harvesting season under the following restrictions:

- (1) A temporary sign advertising the products sold may be erected on the premises, in accordance with the sign code.
- (2) Homegrown or home-produced food products may consist of, but are not limited to, peaches, pears, apples, nuts, berries, eggs, tomatoes, beans, peas, grapes, or products processed on the premises from food items such as jams, jellies, preserves, candies, pies, juices, or any other edible food product.
- (3) Where fruits, vegetables, and other food items are to be displayed and sold for more than nine months per year, a special use permit shall be required in every zoning district.

XVI. PENALTIES

- A. Any person violating any provision of this ordinance or failing to observe any provisions of this ordinance shall have their permit revoked immediately and will not be entitled to reapply for a period of one (1) year from the date of the revocation. In the event of such forfeiture of permit, no part of such permit fee as may have been so paid shall be refunded to such person, and;
- B. Any person, firm, or corporation violating any of the terms or provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine in a sum not to exceed \$500.00 for each offense, and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.
 1. In case of any willful violation of any of the terms and provisions of this ordinance, the City, in addition to imposing the penalties above provided, may institute any

appropriate action or proceeding in any court having proper jurisdiction, to restrain, correct or abate such violations; and the definition of any violation of the terms of this ordinance as a misdemeanor, shall not preclude the City from invoking the civil remedies given it by the laws of the state, but same shall be cumulative and subject to prosecution as hereinabove prescribed for such violations.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6a

Agenda Date 10/15/2013

Number Ordinance O-13-1893

Type Ordinance

Department Community Development

Title

Consideration of a request for an amendment to the PUD-C-Planned Unit Development Commercial zoning and development requirements for Lot 1R, Block 1, of the Wildwood Estates Addition, located at 5700 Pool Road, Case ZC13-010

Explanation

First Reading and Public Hearing

The applicant is requesting an amendment to PUD-C-Planned Unit Development Commercial Ordinance O-12-1822, in order to modify certain conditions for 5700 Pool Road, located at the southwest corner of Pool Road and Hall-Johnson Road.

Existing Conditions and Zoning. The subject property is zoned PUD-C-Planned Unit Development Commercial and contains an athletic field, basketball court, covered pavilion, and parking lot. The zoning was approved on February 21, 2012 by Ordinance O-12-1822 (attached) and allows parking, athletic, and outdoor activities in conjunction with the Compass Church located at 2600 Hall-Johnson Road. The development of the property was completed on July 19, 2013, but has not received final approval from the City, pending the approval of the applicant's request.

The entire zoning case briefing from the City Council meeting held on February 21, 2012 is attached.

Applicant's Request. Per the attached Statement of Planning Objectives, the applicant is requesting the following modifications to the conditions in Ordinance O-12-1822:

1. Section 4(5)a- The applicant requests that the support columns for the pavilion be clad with masonry materials only up to approximately 6 feet in height. The applicant states that they are requesting this "for the aesthetic desires of the church". Section 4(5)a currently requires that all columns shall be constructed of masonry materials. Attached is an exhibit that shows the amended elevations for the pavilion. The columns currently contain no masonry and, instead, are composed of painted metal.

2. Section 4(6)b- The applicant requests that the requirement for an eight foot masonry screening fence along the southern property line be removed. The applicant states that since Ordinance O-12-1822 was passed, Compass Church has acquired the property to the south, so there is no longer a need to screen the property to the south.

The fence has not been built.

3. Section 4(6)c- The applicant requests that the requirement for a decorative eight foot tall open rail steel panel fence be revised to a six foot tall open rail fence. The applicant states that, "given the location and intended use, the fence will act as a sufficient barrier for ball, and players entering the vehicular parking area as well as the street". The fence is currently constructed as a six foot high wrought iron fence.

4. Section 4(7)b- The applicant requests that the requirement for a 20 foot landscape buffer along the southern property line be removed. Since Ordinance O-12-1822 was passed, Compass Church has acquired the property to the south and the applicant states that there is no longer a need to screen the property to the south. There is currently no landscape buffer along the southern property line. However, the required landscape buffer along the western property line is complete.

5. Section 4(8)a- The applicant requests that the verbiage "the developer shall replace and/or repair the existing five (5) foot sidewalk along Hall-Johnson Road and Pool Road" be revised to "the developer shall replace and/or repair the existing sidewalk along Hall-Johnson Road and Pool Road." The sidewalks along Hall-Johnson Road and Pool Road were in place prior to the development of the subject property. The sidewalk along Hall-Johnson Road is five (5) in width while the sidewalk along Pool Road is four (4) feet in width. Given the development of the property, all required sidewalks and trails must be built where none exist or improved to current standards where there are existing sidewalks or trails. Along Pool Road, according to both the Supplemental Sidewalk System Map and the Colleyville Pathways Plan (Trail #5), a ten (10) foot wide trail is required. As such, the existing four (4) foot sidewalk is not in compliance. The applicant is requesting the option to place the money for the trail into escrow in lieu of construction and leave the four foot sidewalk in place. The applicant has already repaired the damaged portions of the sidewalk per the requirements of Section 4(8)a.

The only ten foot wide portions of Trail #5 that currently exist are along the frontages of 5200 to 5212 Pool Road, approximately 2,200 feet south of the subject property.

With the exception of the Planning and Zoning Commission recommendations below, all of the requested amendments above are reflected in the proposed ordinance. All other development conditions of Ordinance O-12-1822 and the Land Development are in compliance on the subject property.

Surrounding Properties. The surrounding properties include the following uses: a Compass Church annex to the east in the City of Grapevine, the primary Compass Church campus to the north, and single family residential uses to the west and south of the subject property.

Public Notification. Staff mailed notices to 15 adjacent property owners regarding this request and a courtesy notice was mailed to the City of Grapevine. All school

districts within the City of Colleyville were notified per state law that was effective with the most recent legislative session. Notice was published in the *Fort Worth Star-Telegram* as required by state law, and the Land Development Code. Staff has received no correspondence regarding this request to date.

Planning and Zoning Commission Recommendation. The Planning and Zoning Commission recommended approval of this request at the September 23, 2013 meeting by a vote of 4-0, subject to the following conditions:

- (1) The requirement that the support columns for the main pavilion be composed of masonry materials is hereby deleted.
- (2) The deletion of the screening fence and landscape buffer requirement on the south property line of the subject property is approved until such time that the adjacent properties south of the subject property are developed as residential properties; wherein said requirement shall apply.

These conditions have been added to the proposed ordinance.

Summary. The development of the property is complete, and the proposed amendments relate to conditions that are currently not in compliance on the subject property. If the request is approved, a final inspection may be approved on the subject property.

Financial Impact

There is no financial impact to the City.

Recommendation

Approval with the following conditions:

1. AMENDMENTS TO ORDINANCE O-12-1822

a. The following amendments to Ordinance O-12-1822 are hereby authorized:

- (1) Section 4(5)a: the requirement that the support columns be constructed of masonry materials is hereby deleted.
- (2) Section 4(6)b: this section shall only apply if the adjacent properties to the south of the subject property are developed as residential properties, at which time the screening fence must be constructed prior to the final inspection of any adjacent residential development.
- (3) Section 4(6)c: A decorative six (6) foot open rail steel panel fence shall extend along the northern property line along Hall-Johnson Road.
- (4) Section 4(7)b: The requirement for a 20 foot landscape buffer along the southern

property line is hereby deleted.

(5) Section 4(8)a: the term "five (5) feet" is hereby deleted from this section.

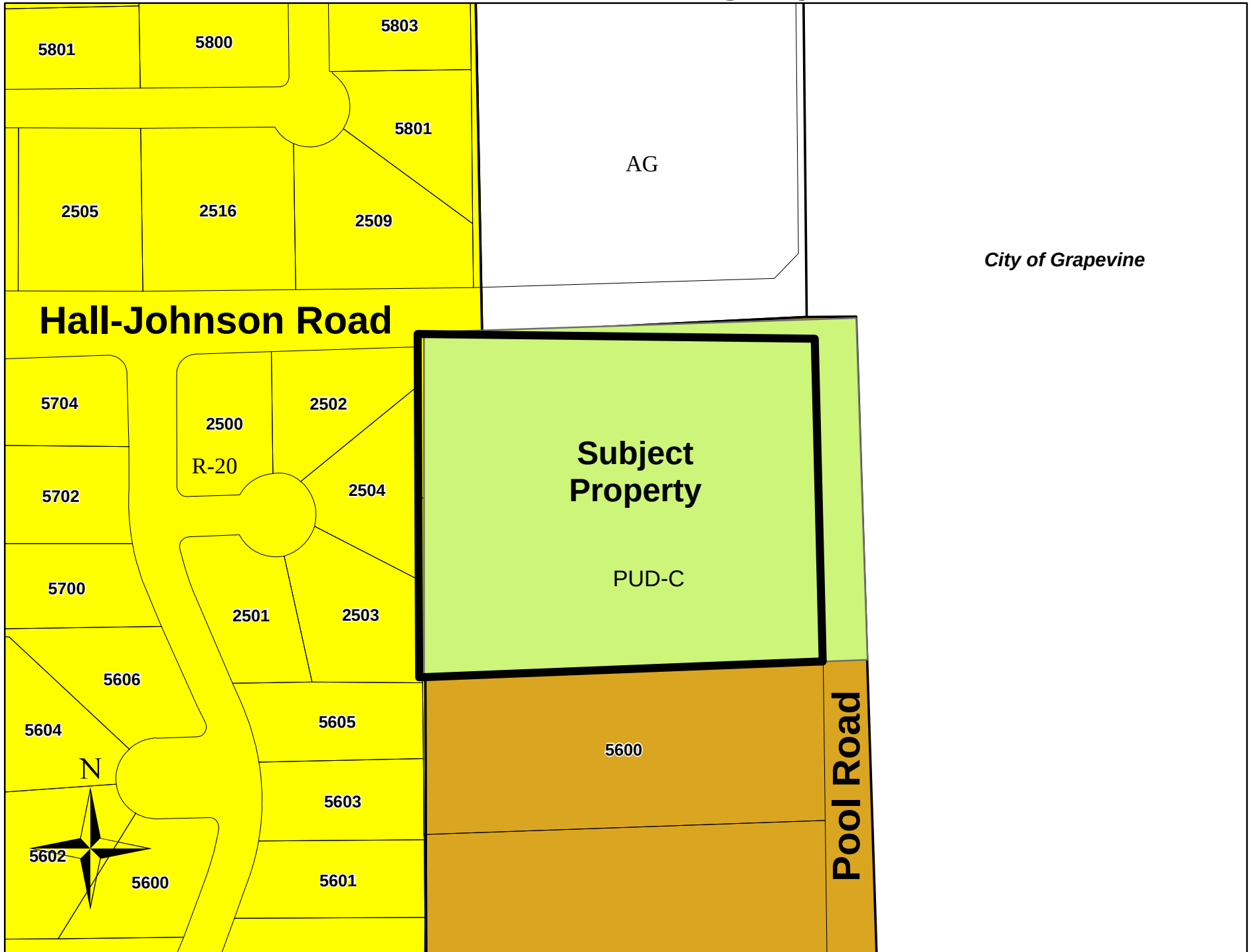
2. GENERAL

a. In lieu of construction, the developer may place into escrow the cost to construct the required ten (10) foot trail along Pool Road per the requirements of the Land Development Code. Said escrow payment, or construction, shall occur prior to the issuance of the final certificate of occupancy.

Attachments

1. Location and Zoning Map
2. Aerial
3. Buffer Map
4. Notification List
5. Statement of Planning Objectives
6. Amended Site Plan
7. Amended Pavilion Elevations
8. Original Case Briefing - 2/21/2012 City Council Meeting
9. Ordinance O-12-1822
10. Ordinance O-13-1893

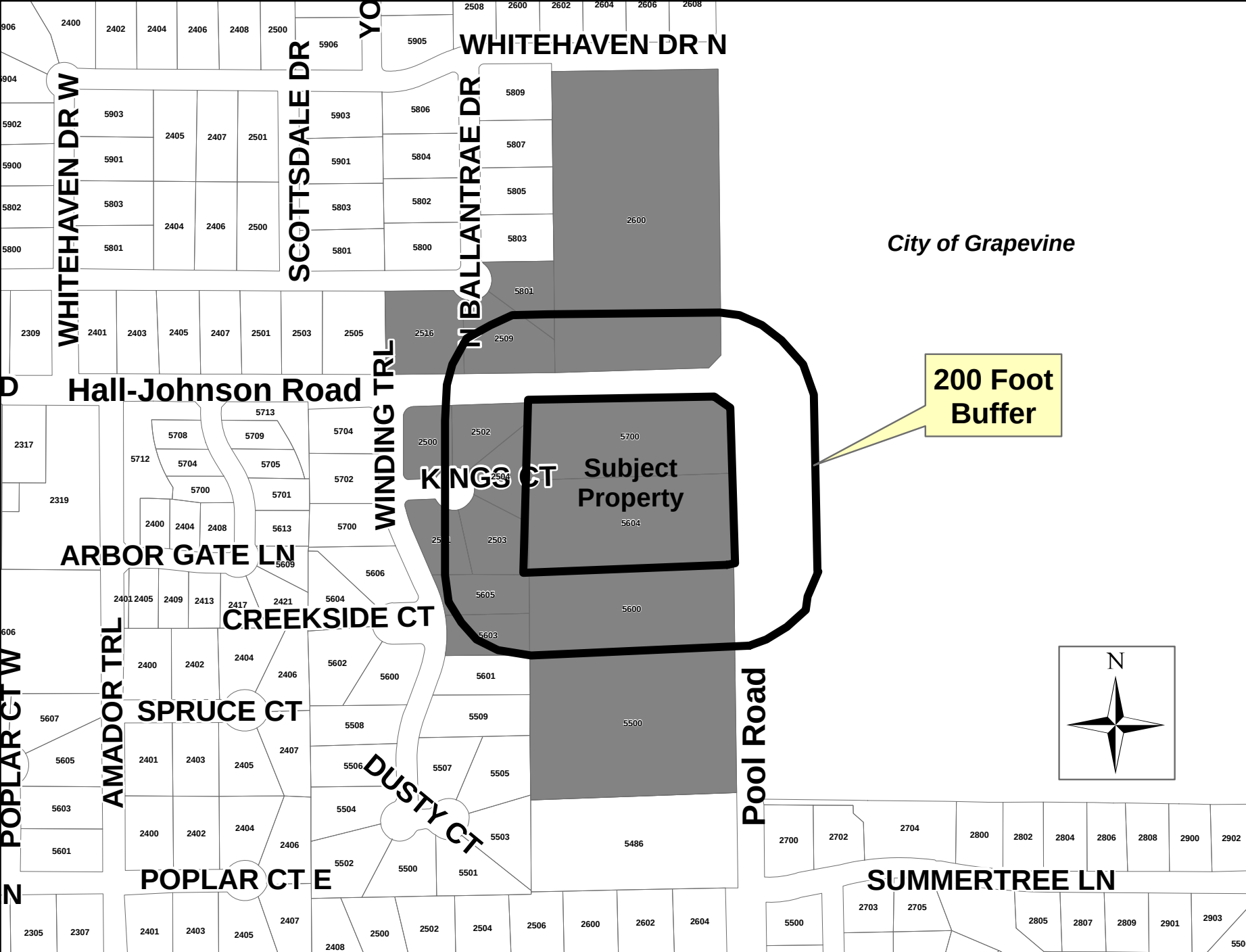
Location and Zoning Map



Aerial



Buffer Map



Notification List

Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Situs Address
Pearson, Patrick L & Celestine	2500 Kings Ct	Colleyville	Texas	76034	2500 Kings Ct
Lucart, Sean T Etux Linda A	2504 Kings Ct	Colleyville	Texas	76034	2504 Kings Ct
Highland Meadows Christian Ch	2600 Hall Johnson Rd	Colleyville	Texas	76034	5604 Pool Rd
Neisius, Brandon Etux Carolyn	2503 Kings Ct	Colleyville	Texas	76034	2503 Kings Ct
Cohen-Wullaert, Allison Etvir	2502 Kings Ct	Colleyville	Texas	76034	2502 Kings Ct
Highland Meadows Christian Ch	2600 Hall Johnson Rd	Colleyville	Texas	76034	5500 Pool Rd
Intfen, Christopher Etux Marga	5603 Winding Trl	Colleyville	Texas	76034	5603 Winding Tr
Yin, Hai-Kuang Etux Nanyi	2501 Kings Ct	Colleyville	Texas	76034	2501 Kings Ct
Highland Meadows Christian Ch	2600 Hall Johnson Rd	Colleyville	Texas	76034	5600 Pool Rd
Henderson, Gary R Etux Julie	5605 Winding Trl	Colleyville	Texas	76034	5605 Winding Tr
Highland Meadows Christian Ch	2600 Hall Johnson Rd	Colleyville	Texas	76034	5700 Pool Rd
Przano, Anthony P Etux D Dawan	2509 Ballantrae Dr	Colleyville	Texas	76034	2509 Ballantrae Dr
Cloud, Ryan P Etux Britney R	5801 N Ballantrae Dr	Colleyville	Texas	76034	5801 N Ballantrae Dr
Pennington, David Franklin	2516 Hall Johnson Rd	Colleyville	Texas	76034	2516 Hall Johnson Rd
Highland Meadows Christian Ch	2600 Hall Johnson Rd	Colleyville	Texas	76034	2600 Hall Johnson Rd
Grapevine-Colleyville ISD	3051 Ira E. Woods Aven	Grapevine	Texas	76051	Courtesy Notice
Keller ISD	350 Keller Parkway	Keller	Texas	76248	Courtesy Notice
Hurst Euless Bedford ISD	1501 Central Drive	Bedford	Texas	76022	Courtesy Notice
City of Grapevine	P. O. Box 95140	Grapevine	Texas	76099	Courtesy Notice
Louie Murillo, Applicant	2600 Hall Johnson Rd	Colleyville	Texas	76034	Applicant

Public hearing notices were mailed
Friday, September 13, 2013 by Taci Wrisley

Statement of Planning Objectives



STATEMENT OF PLANNING OBJECTIVES

08-05-2013

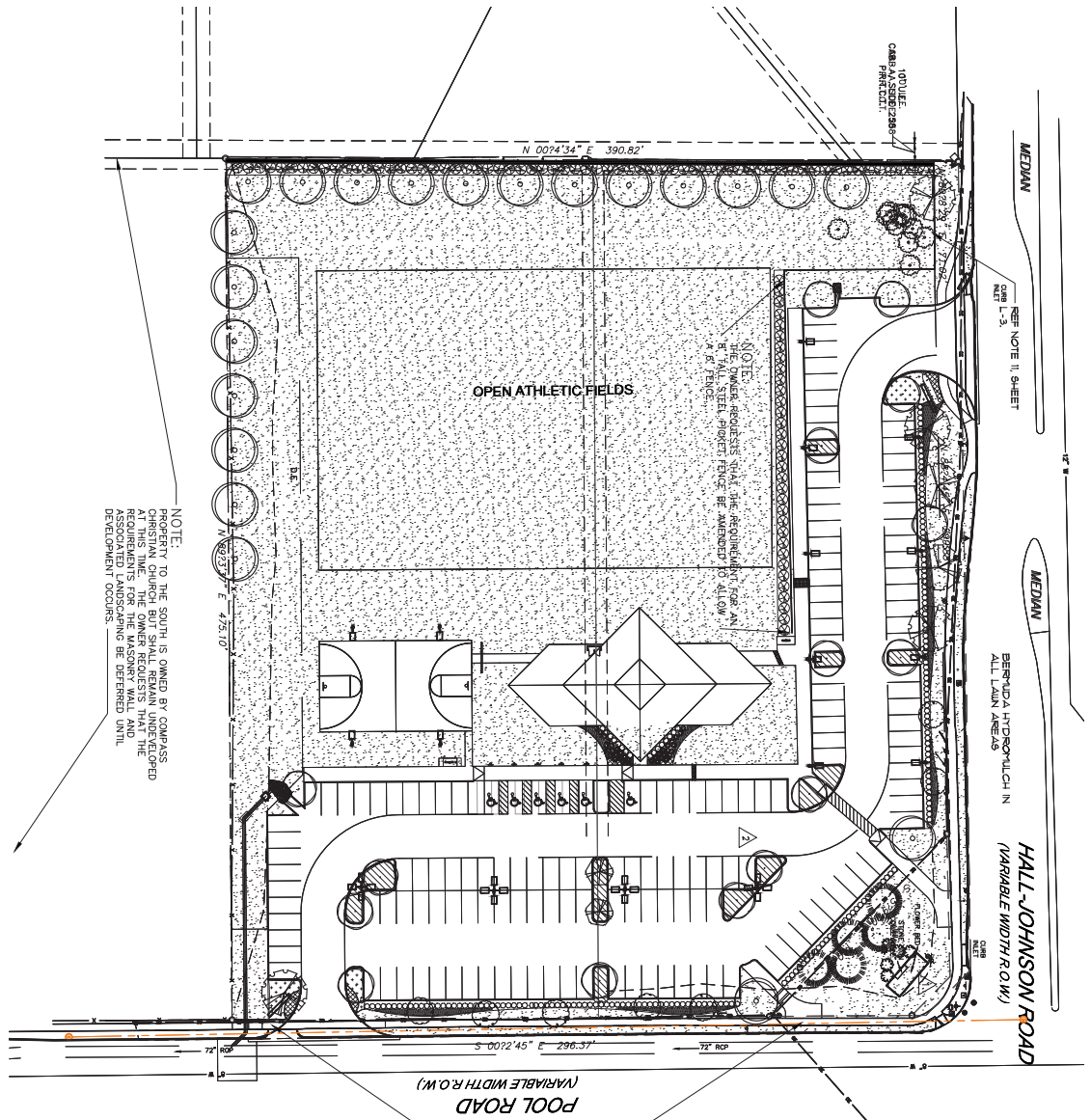
5700 Pool Road
Colleyville, TX 76034

Compass Christian Church is the owner of lots 1&2 of Block 1 of the S.C.H. Witten Survey A-1740. The approximate 4.8 acres was made a PUD per Ordinance 0-12-1822. The property is being developed for athletic and outdoor activities as a compliment to the main worship and Christian education facility to the north and Compass Center, a youth and community outreach center to the east. The church respectfully requests that the PUD be amended to reflect the following modifications:

1. Section 4(5)a- We request that the support columns for the pavilion be clad with masonry materials up to approximately 6 feet in height. We are requesting this for the aesthetic desires of the church.
2. Section 4(6)b- We request the requirement for an eight foot masonry screening fence along the southern property line be removed. Since the Ordinance was passed, the Church has acquired the property to the south so there is no longer a need to screen the property to the south.
3. Section 4(6)c- We request the requirement for a decorative eight foot tall open rail fence be revised to a six foot tall open rail fence, which given the location and intended use will act as a sufficient barrier for ball and players entering the vehicular parking area as well as the street.
4. Section 4(7)b- We request the requirement for a 20 foot landscape buffer along the southern property line be removed. Since the Ordinance was passed, the Church has acquired the property to the south so there is no longer a need to screen the property to the south.
5. Section 4(8)a- We request the verbage 'the developer shall replace and or repair the existing five (5) foot sidewalk along Hall-Johnson Road and Pool Road' be revised to 'the developer shall replace and or repair the existing sidewalk along Hall-Johnson Road and Pool Road'. The church has repaired and replaced the existing sidewalk as damage has occurred during the construction process, however the existing sidewalk width is not currently five feet. Replacing the entire sidewalk to be five feet in width was not indicated as a requirement including any of the Permit plan reviews nor site inspections until the zoning review occurred for final review and occupancy. The church would like to provide earnest money or show funds allocated for future sidewalk replacement when future development of the land may occur.

End of Memo

Amended Site Plan



LANDSCAPE AMENDMENT PLAN



PAVILLION AND PARKING EXPANSION
POOL ROAD AND HALL JOHNSON
COMPASS CHRISTIAN CHURCH
COLLEYVILLE, TEXAS



ISSUED FOR REVIEW
BY: [Signature]
DATE: 10-31-2013

WARD ARCHITECTURE PLLC
609 CHURCH STREET, SUITE 119
COLLEYVILLE, TEXAS 76034



L-0

Amended Pavilion Elevations



WARD ARCHITECTURE PLLC
800 COLLEYSVILLE ROAD, SUITE 116
COLLEYSVILLE, TEXAS 76004

ISSUED FOR INTERIM REVIEW
BY: JAWAD WARD
DATE: 08-05-2013
FOR: COMPASS CHRISTIAN CHURCH
800 COLLEYSVILLE ROAD, SUITE 116
COLLEYSVILLE, TEXAS 76004

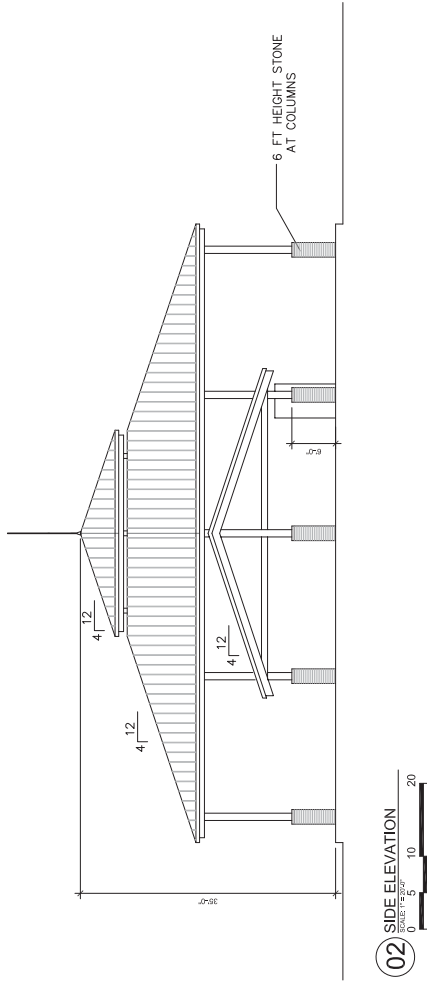


PAVILLION AND PARKING EXPANSION
POOL ROAD AND HALL JOHNSON
COMPASS CHRISTIAN CHURCH
COLLEYSVILLE, TEXAS

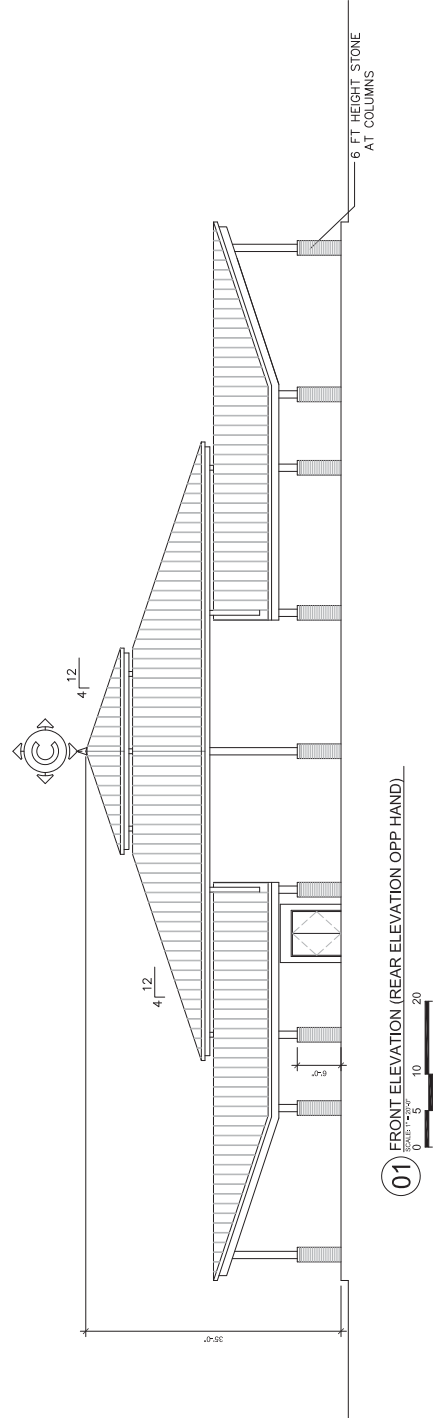
Sheet Title
ELEVATIONS

A4

Sheet Number



02 SIDE ELEVATION



01 FRONT ELEVATION (REAR ELEVATION OPP HAND)

Original Case Briefing - 2/21/2012 City Council Meeting



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a

Agenda Date 02/21/2012

Number Ordinance O-12-1822

Type Ordinance

Department Community Development

Title

Approval of a request to rezone 4.8 acres from RE-Single Family 'Estate' Residential to PUD-C-Planned Unit Development Commercial on Lots 1A and 2, Block 1, of the Wildwood Estates Addition, located at 5604 and 5700 Pool Road, Case ZC11-027

Explanation

Second Reading and Public Hearing

There were two people who spoke at the February 7, 2012 meeting; one person in favor of the request and one person in opposition of the request.

First Reading and Public Hearing

Dave Toney, on behalf of Compass Christian Church, submitted a request to change the zoning of 4.8 acres, located on the southwest corner of Hall-Johnson Road and Pool Road. The applicant is requesting to rezone the property from the RE-Single Family 'Estate' Residential zoning district to the PUD-C-Planned Unit Development Commercial zoning district. The applicant is seeking a zoning change in order to develop the property for athletic and outdoor activities and a parking lot to support the overflow parking of the church.

Proposed Development. The applicant proposes an open green space for athletic and outdoor activities, an open basketball court, a 7,200 square foot covered pavilion, and approximately 166 parking spaces for support of the proposed land uses as well as overflow parking for the adjacent church facilities. The use of athletic facilities would be for congregation members, community groups and athletic leagues.

Lighting proposed for the site would illuminate the parking lot, basketball court and covered pavilion. The athletic field would not be illuminated. These provisions have been added to the proposed ordinance.

Religious institutions are allowed in all zoning districts. However, given the accessory nature of the proposed use to the primary use of the Compass Church campus located across the street at 2600 Hall-Johnson Road, the accessory use effectively becomes the actual primary use on the subject property. Therefore, a zoning change is required in order to permit the proposed use.

Existing Conditions. The property is currently vacant, and is platted. Approval of a subdivision amending plat will be required at a later date, upon approval of the

Original Case Briefing - 2/21/2012 City Council Meeting

rezoning

request.

Pavilion Building Design. The applicant has provided elevations for a proposed pavilion building. These elevations have been added to the proposed ordinance. All buildings will be restricted to the building area proposed by the applicant, and all buildings will be required to meet the building height requirements of the Land Development Code.

Parking and Access. The applicant intends to provide 166 parking spaces, which meet the minimum requirements of the Land Development Code.

The property will be accessed by a continuous 24 foot wide fire lane linking the south side of Hall-Johnson Road to the west side of Pool Road. Currently, the property is undeveloped and does not contain any driveway access.

Staff recommends that any parking lot and exterior building/security lighting be directed away from residential areas with a minimum of 0.5 foot-candle illumination as measured at the property line. These provisions have been added to the proposed ordinance.

Sidewalks and Trails. There is an existing sidewalk located on this site along both Hall-Johnson and Pool Roads. The developer will be responsible for replacing or repairing the sidewalk should damage occur during the construction process. The sidewalk must be repaired or replaced prior to the final inspection on the site.

Surrounding Properties. The surrounding properties include the following uses: a Compass Church annex to the east in the City of Grapevine, the primary Compass Church campus to the north, and single family residential uses to the west and south of the subject property.

Master Plan. The 2004-2025 Future Land Use Plan designates the subject property for future residential uses. This rezoning request is not consistent with the *Future Land Use Plan*.

Drainage and Stormwater Runoff. The developer has submitted a preliminary drainage analysis of the site, which has been reviewed and accepted by the Colleyville Public Works Department. Construction plans for drainage improvements will be submitted as part of the building permit process.

Fencing and Screening. The applicant is proposing to construct a ten foot masonry and wood fence with a 20 foot wide evergreen landscape buffer along the western property line. The applicant is proposing to have a 20 foot landscape buffer along the western and southern property lines. Staff recommends that an eight (8) foot masonry screening fence be constructed along the southern property line adjacent to the residentially zoned properties. Additionally, staff recommends that the landscape

Original Case Briefing - 2/21/2012 City Council Meeting

buffers contain live plant material of the evergreen variety, which is expected to grow to six (6) feet height in two (2) years, a minimum of three (3) feet in height at the time of installation and planted on six (6) foot centers.

The applicant is proposing to construct an eight (8) foot open rail steel panel fence with hedges along the northern property line along Hall-Johnson Road to help keep errant balls from making their way into traffic. This provision has been added to the proposed ordinance.

Landscaping. The applicant states that general landscaping and landscaping accents will be provided throughout the site for enhancement and beautification of the land. The site plan provided by the applicant shows the general distribution of the proposed landscaping. Staff recommends that all landscaping, at a minimum, meet the requirements of Chapter 4-Landscaping and Buffering in the Land Development Code including street, buffering and parking lot landscaping.

Open Space. The Land Development Code requires that Planned Unit Developments contain a minimum of 20 percent of open space. Given the recreational nature of the proposed use, there will be over 50 percent of open space on the subject property.

Tree Preservation. As required by Chapter 5-Tree Preservation of the Land Development Code, approval of a tree survey and mitigation plan will be required upon submittal of a building permit for any new structure.

Public Notification. Staff mailed notices to 16 adjacent property owners regarding this request and a courtesy notice was mailed to the City of Grapevine. Notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. Staff has received two letters of opposition to the rezoning request and one letter to withdraw their opposition. Both letters are within the notification area.

Planning and Zoning Commission Recommendation. The Planning and Zoning Commission recommended approval of the rezoning request at the January 9, 2012 meeting by a vote of 4-2 subject to the following conditions:

1. The athletic fields will not have lighting, stadium seating, score boards or signage.
2. There shall be no lighting within 50 feet of the west and south property line.
3. This rezoning request shall revert back to the RE- Single Family 'Estate' Residential zoning if there are no building permits issued for the proposed development within two years of approval of this ordinance.

Supermajority Vote Requirement. Since the opposition within 200 feet of the

Original Case Briefing - 2/21/2012 City Council Meeting

subject property exceeds 20%, the request can only be approved by a supermajority vote by the City Council. This request must receive at least six (6) affirmative votes in order to be approved.

Summary. The proposed use is not consistent with the *Future Land Use Plan*, as the subject properties are designated for single family uses. However, the Land Development Code allows the primary use of a religious institution in all zoning districts in order to remain consistent with the Religious Land Use and Institutionalized Persons Act (RLUIPA) passed by the United States Congress in 2000. Religious institutions are designated as institutional uses on the Future Land Use Plan. Religious institutions tend to have development characteristics that more resemble commercial as opposed to residential uses. That said, given the detached (or accessory) nature of the proposed use from the primary use of the church across the street at 2600 Hall-Johnson Road, as well as the proposed primary use of the property for a parking lot and athletic uses for use by the greater community, staff agrees that the proposed use is not consistent with the land use policies of the Colleyville Plan and the Land Development Code.

Financial Impact

There is no financial impact to the City.

Recommendation

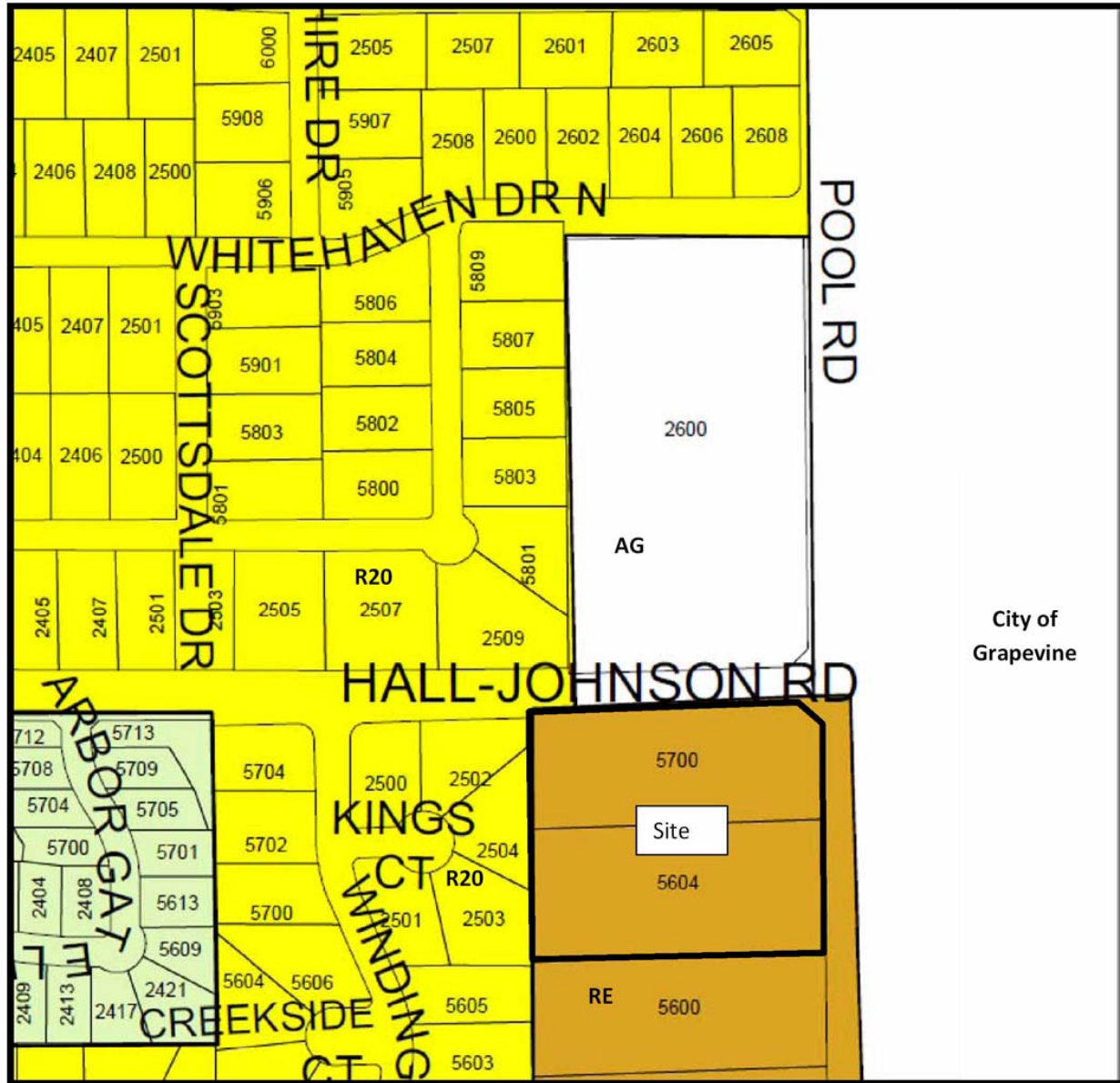
Denial

Attachments

1. Location and Zoning Map
2. Notification List
3. Buffer Map
4. Letters of Opposition
5. Letter Withdrawing Opposition
6. Aerial
7. Statement of Planning Objectives
8. Site Plan
9. Pavillion Exhibit
10. Lighting Exhibit
11. Open Rail Fence Exhibit
12. Ordinance O-12-1822

Original Case Briefing - 2/21/2012 City Council Meeting

Location and Zoning Map



Original Case Briefing - 2/21/2012 City Council Meeting

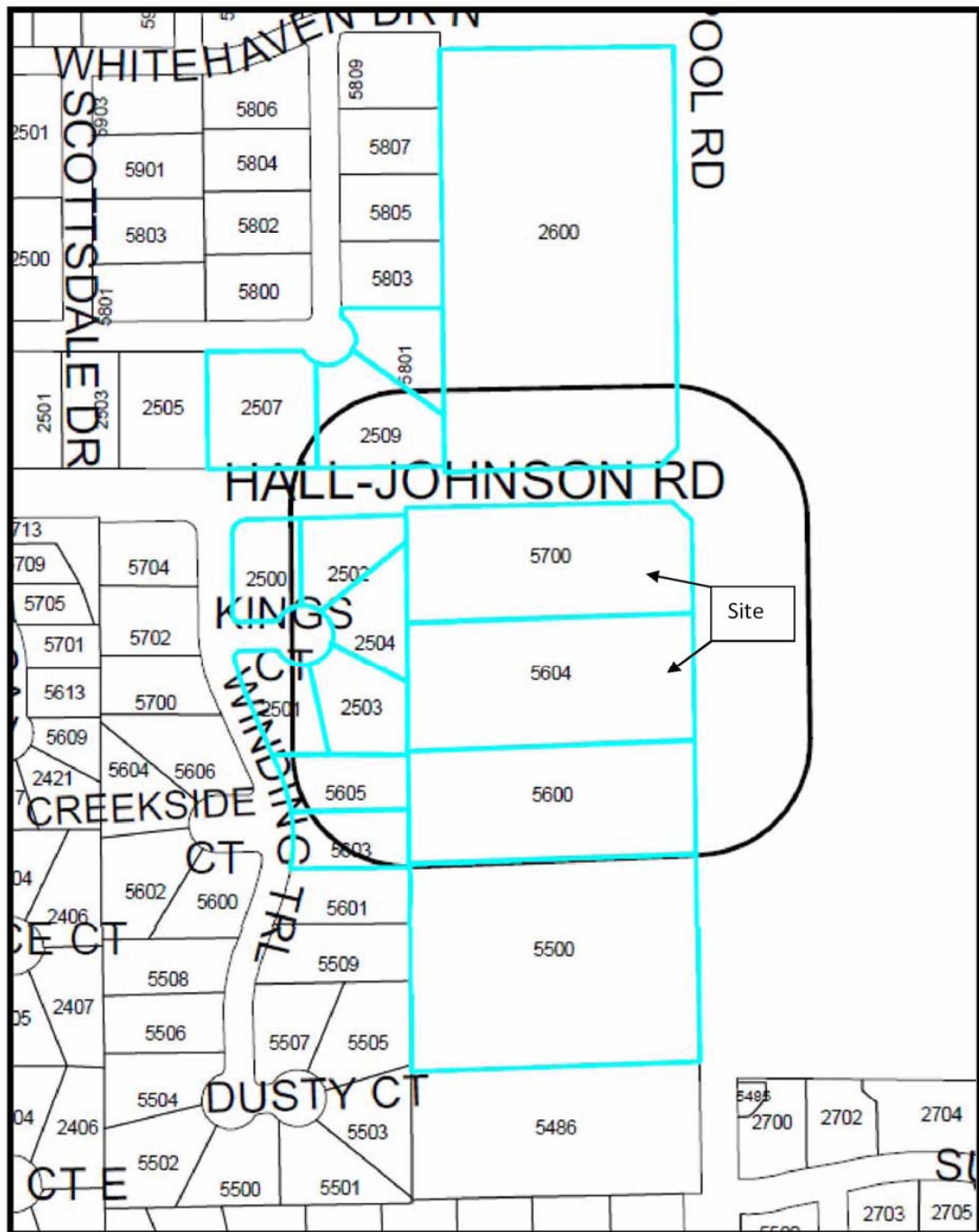
Notification List

OWNER NAME	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIP	SITUS ADDR
Highland Meadows Christian Ch	2600 Hall Johnson Rd	Colleyville	TX	76034	002600 Hall Johnson Rd
Gray, Travis P Etux Kathleen	5801 N Ballantrae Dr	Colleyville	TX	76034	005801 N Ballantrae Dr
Przano, Anthony P Etux D Dawan	2509 Ballantrae Dr	Colleyville	TX	76034	002509 Ballantrae Dr
Pennington, David F Etux Marie	2516 Hall Johnson Rd	Colleyville	TX	76034	002516 Hall Johnson Rd
Cohen-Wullaert, Allison Etvir	2502 Kings Ct	Colleyville	TX	76034	002502 Kings Ct
Pearson, Patrick L & Celestine	2500 Kings Ct	Colleyville	TX	76034	002500 Kings Ct
Lucart, Sean T Etux Linda A	2504 Kings Ct	Colleyville	TX	76034	002504 Kings Ct
Baca, Richard Jr & Patricia J	4801 Behrens Ct	Colleyville	TX	76034	005604 Pool Rd
Baca, Richard Jr Etux Patricia	4801 Behrens Ct	Colleyville	TX	76034	005700 Pool Rd
Neisius, Brandon Etux Carolyn	2503 Kings Ct	Colleyville	TX	76034	002503 Kings Ct
Yin, Hai-Kuang Etux Nanyi	2501 Kings Ct	Colleyville	TX	76034	002501 Kings Ct
Sanders, Billie Joyce	5500 Pool Rd	Colleyville	TX	76034	005600 Pool Rd
Henderson, Gary R Etux Julie	5605 Winding Trl	Colleyville	TX	76034	005605 Winding Tr
Intfen, Christopher Etux Marga	5603 Winding Trl	Colleyville	TX	76034	005603 Winding Tr
Sanders, Billie Joyce	5500 Pool Rd	Colleyville	TX	76034	005500 Pool Rd
City of Grapevine	P.O. Box 95140	Grapevine	TX	76099	courtesy notice
Dave Toney, applicant	2600 Hall Johnson Rd	Colleyville	TX	76034	applicant

Public hearing notices were mailed on Thursday, December 22, 2011 by Amy Shelley.

Original Case Briefing - 2/21/2012 City Council Meeting

Buffer Map



Original Case Briefing - 2/21/2012 City Council Meeting

Letters of Opposition

From:

Sent: Monday, January 02, 2012 8:29 AM

To: Amy Shelley

Subject: Zoning case number ZC11-027

Amy,

Please accept this as written notice that we do not want a zoning change to Commercial from residential at this location.

Thank you,

Anthony Przano
2509 Ballantrae Drive
Colleyville, Texas 76034
817-269-6588

Original Case Briefing - 2/21/2012 City Council Meeting

January 6, 2012

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

To Whom It May Concern:

I currently have property located at 5500 and 5600 Pool Road in Colleyville and would like to protest the following rezoning request submitted by Dave Toney.

Zoning Case Number: ZC11-027

Location: 5604 & 5700 Pool Road

Requested Zoning: PUD-C-Planned Unit Development Commercial

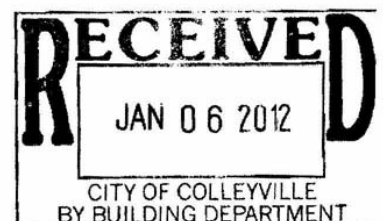
My mother, Billie Sanders, recently deceased on December 18, 2011, but has on record where she has previously protested the rezoning on this same property. I am now trustee of her estate and would like to protest this rezoning request.

Please let me know if any further actions are needed to protest the rezoning.

Sincerely,



Billy Sanders



Original Case Briefing - 2/21/2012 City Council Meeting

Amy Shelley

Letter Withdrawing Opposition

Subject: FW: RE: Zoning case number ZC11-027

From:

Sent: Thursday, January 12, 2012 2:40 PM

To: Amy Shelley

Subject: Re: RE: Zoning case number ZC11-027

Thank you Amy,
This looks to be a good thing. I am not opposed.
Tony

From:

Sent: Thursday, January 12, 2012 10:07 AM

To: Amy Shelley

Subject: Fwd: Zoning case number ZC11-027

Amy,

I was not able to attend the hearing. Did this case pass? What did they want to build?

Thank you,

Tony

-----Original Message-----

From: tprzano@verizon.net

Date: Jan 2, 2012 8:29:23 AM

Subject: Zoning case number ZC11-027

To: ashelley@colleyville.com

Amy,

Please accept this as written notice that we do not want a zoning change to Commercial from residential at this location.

Thank you,

Anthony Przano

2509 Ballantrae Drive

Colleyville, Texas 76034

817-269-6588

Original Case Briefing - 2/21/2012 City Council Meeting

Aerial



Original Case Briefing - 2/21/2012 City Council Meeting

Statement of Planning Objectives

Statement of Planning Objectives Compass Christian Church Southwest Corner of Pool Rd and Hall Johnson Rd

Compass Christian Church is in process of acquiring lots 1 & 2 of Block 1 of the S.C.H. Witten Survey A-1740. The approximately 4.8 acres is across Hall Johnson from the existing Compass Christian Church main facility and across Pool Road from Compass Center, the Youth and Community Outreach facility also owned by the church.

The land uses proposed include an open green space for athletic and outdoor activities, an open basketball court, a 7200 square foot covered pavilion, and an approximately 166 space surface parking lot for support of the proposed land uses as well as overflow parking for the adjacent church facilities.

The intended land uses will allow the church ministry to expand outdoor options for not only the congregation but also for community outreach including educational meetings, athletic league use, and recreation.

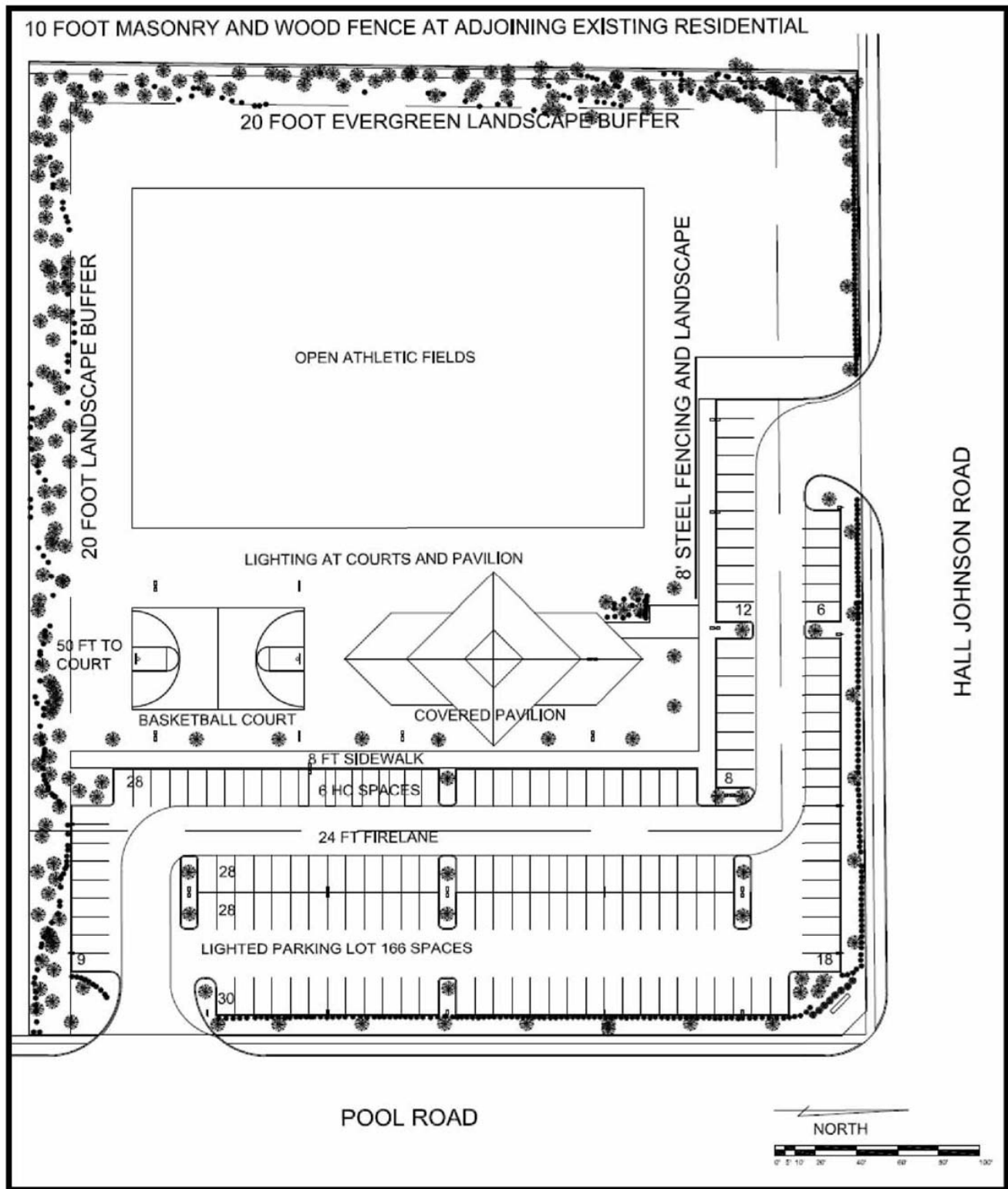
Impact to neighboring communities has been carefully reviewed and is important to the churches emphasis on being a good neighbor. The existing residential community to the west will have ten foot masonry and wood fence barrier as well as a twenty foot minimum deep evergreen landscape buffer planted in a free form or natural style. The land to the south currently zoned residential estate will have a 20 foot minimum deep landscape buffer. Currently the church is looking at an option of lighting the Pool Road side of the site (away from the existing residential area) to include the parking lot, pavilion, and basketball court, but not the open green area. No sound system is being considered at this time.

Safety is also a concern of the church. Currently on worship service or special events, the church does employ security personnel to help with both traffic flow and pedestrian traffic crossing the Hall Johnson — Pool Road intersection. This would continue for this property as well. As a border to the open green space athletic fields, an 8 foot open rail steel panel fence with hedges will be provided down Hall Johnson to help keep errand balls from making their way into traffic. The street scape will include trees and plantings as required by landscape ordinances and hedges at the perimeter of the parking lot.

General landscaping and landscaping accents will be provided throughout the site for enhancement and beautification of the land. The site will be irrigated including the existing landscape near the city sign. A landscape backdrop will be provided for the sign to allow the sign to maintain its identity and shield it from any proposed site lighting that may occur.

Original Case Briefing - 2/21/2012 City Council Meeting

Site Plan



Original Case Briefing - 2/21/2012 City Council Meeting

Covered Pavilion Exhibit



Original Case Briefing - 2/21/2012 City Council Meeting

Lighting Exhibit



Original Case Briefing - 2/21/2012 City Council Meeting

Open Rail Fence Exhibit



Original Case Briefing - 2/21/2012 City Council Meeting

ORDINANCE O-12-1822

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF APPROXIMATELY 4.8 ACRES ON LOTS 1A AND 2, BLOCK 1, OF THE WILDWOOD ESTATES ADDITION FROM THE RE-SINGLE FAMILY 'ESTATE' RESIDENTIAL ZONING DISTRICT TO THE PUD-C-PLANNED UNIT DEVELOPMENT COMMERCIAL ZONING DISTRICT LOCATED AT 5604 AND 5700 POOL ROAD; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for rezoning under Case No. ZC11-027; and

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

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

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

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

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in

Original Case Briefing - 2/21/2012 City Council Meeting

Ordinance O-12-1822

Page 2 of 5

the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the official zoning map on 4.8 acres on Lots 1A and 2, Block 1, of the Wildwood Estates Addition from the RE-Single Family 'Estate' Residential zoning district to the PUD-C-Planned Unit Development Commercial zoning district located at 5604 and 5700 Pool Road, as depicted on Exhibit "A" and described in Exhibit "B".
- Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The purpose of this PUDC is for parking, athletic, and outdoor activities in conjunction with the Compass Christian Church located at 2600 Hall-Johnson Road.
- b. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.

2. SITE PLAN AND PLATTING

- a. The development of this property shall be generally consistent with the site plan attached as Exhibit "C".
- b. Prior to the issuance of any building permit, an amending plat of the subject properties must be submitted and approved. No building permit may be issued until said plat is filed with the County Clerk.

Original Case Briefing - 2/21/2012 City Council Meeting

Ordinance O-12-1822

Page 3 of 5

3. PERMITTED USES

- a. Athletic field
- b. Covered pavilion, not to exceed 7,200 square feet
- c. Basketball court
- d. Parking spaces

4. LIGHTING

- a. All lighting including parking lot, building and security lighting shall be directed away from residential areas and shall provide a maximum candle illumination of 0.5 foot candles as measured from the property line.
- b. There shall be no nighttime illumination of any kind for the athletic field.
- c. There shall be no lighting within 50 feet of the west and south property lines.

5. COVERED PAVILION

- a. The covered pavilion area shall be generally consistent with the site plan attached as Exhibit "D" with all support columns and walls constructed of masonry materials. The pavilion shall be required to meet the building height requirements of the Land Development Code.

6. SCREENING

- a. A ten (10) foot masonry and wood fence shall extend along the western property line.
- b. An eight (8) foot masonry screening fence shall extend along the southern property line.
- c. A decorative eight (8) foot open rail steel panel fence shall extend along the northern property line along Hall-Johnson Road to keep errant balls from making their way into traffic as attached Exhibit "E".

7. LANDSCAPING, BUFFERING AND OPEN SPACE

- a. The development shall provide a minimum of 50 percent of open space.
- b. A 20 foot landscape buffer shall be maintained along the western and southern property lines. Additionally, the landscape buffers shall contain live plant material of the evergreen variety, which is expected to

Original Case Briefing - 2/21/2012 City Council Meeting

Ordinance O-12-1822

Page 4 of 5

grow to six (6) feet height in two (2) years, a minimum of three (3) feet in height at the time of installation and planted on six (6) foot centers. The required plantings shall be required in the buffer along the western property line prior to the completion of the athletic field.

8. SIDEWALKS

- a. The developer shall replace and/or repair the existing five (5) foot sidewalk along Hall-Johnson Road and Pool Road should damage occur during the construction process. The sidewalk must be repaired or replaced prior to the final inspection on the site.
- b. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 5. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

Sec. 6. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 7. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 8. THAT 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 _____ day of _____ 2012.

The second reading and public hearing being conducted on the _____ day of _____ 2012.

Original Case Briefing - 2/21/2012 City Council Meeting

Ordinance O-12-1822

Page 5 of 5

ATTEST:

CITY OF COLLEYVILLE

Cynthia Singleton, TRMC, CMC
City Secretary

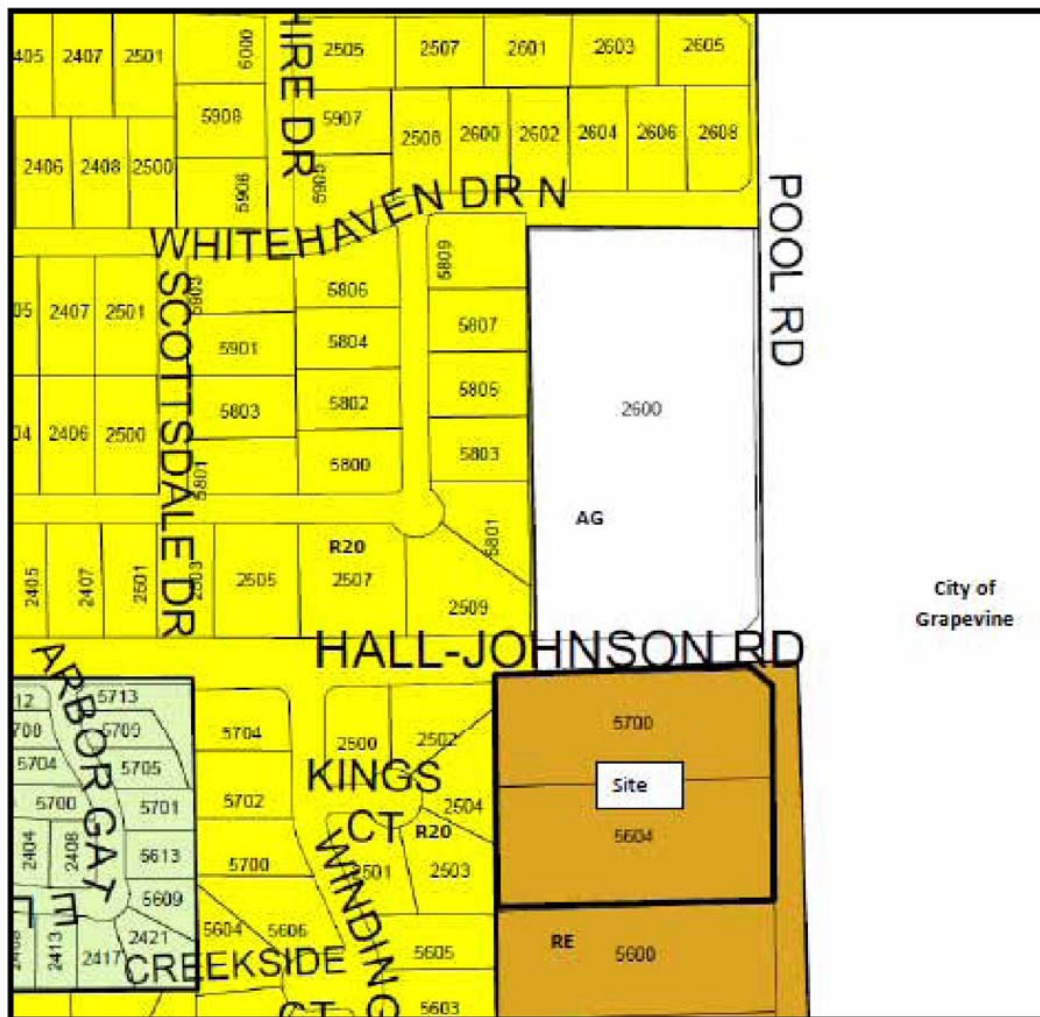
David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Original Case Briefing - 2/21/2012 City Council Meeting

Exhibit "A" - Location and Zoning Map



Original Case Briefing - 2/21/2012 City Council Meeting

Exhibit "B" – Statement of Planning Objectives

Compass Christian Church is in process of acquiring lots 1 & 2 of Block 1 of the S.C.H. Witten Survey A-1740. The approximately 4.8 acres is across Hall Johnson from the existing Compass Christian Church main facility and across Pool Road from Compass Center, the Youth and Community Outreach facility also owned by the church.

The land uses proposed include an open green space for athletic and outdoor activities, an open basketball court, a 7200 square foot covered pavilion, and an approximately 166 space surface parking lot for support of the proposed land uses as well as overflow parking for the adjacent church facilities.

The intended land uses will allow the church ministry to expand outdoor options for not only the congregation but also for community outreach including educational meetings, athletic league use, and recreation.

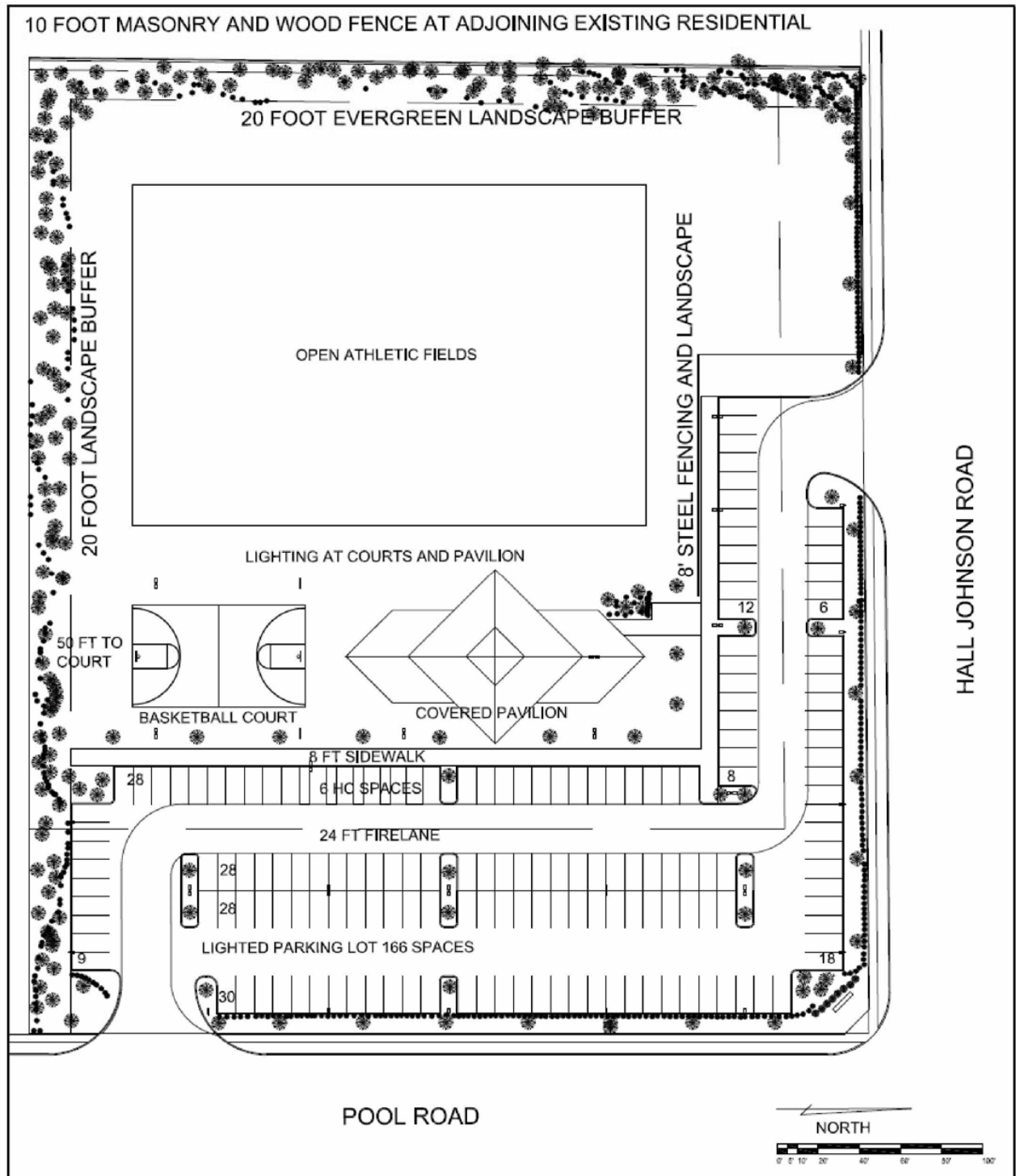
Impact to neighboring communities has been carefully reviewed and is important to the church's emphasis on being a good neighbor. The existing residential community to the west will have ten foot masonry and wood fence barrier as well as a twenty foot minimum deep evergreen landscape buffer planted in a free form or natural style. The land to the south currently zoned residential estate will have a 20 foot minimum deep landscape buffer. Currently the church is looking at an option of lighting the Pool Road side of the site (away from the existing residential area) to include the parking lot, pavilion, and basketball court, but not the open green area. No sound system is being considered at this time.

Safety is also a concern of the church. Currently on worship service or special events, the church does employ security personnel to help with both traffic flow and pedestrian traffic crossing the Hall Johnson – Pool Road intersection. This would continue for this property as well. As a border to the open green space athletic fields, an 8 foot open rail steel panel fence with hedges will be provided down Hall Johnson to help keep errand balls from making their way into traffic. The street scape will include trees and plantings as required by landscape ordinances and hedges at the perimeter of the parking lot.

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Original Case Briefing - 2/21/2012 City Council Meeting

Exhibit "C" –Site Plan



Original Case Briefing - 2/21/2012 City Council Meeting

Exhibit "D" – Pavilion Exhibit



Original Case Briefing - 2/21/2012 City Council Meeting

Exhibit "E" – Open Rail Fence Exhibit



ORDINANCE O-12-1822

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF APPROXIMATELY 4.8 ACRES ON LOTS 1A AND 2, BLOCK 1, OF THE WILDWOOD ESTATES ADDITION FROM THE RE-SINGLE FAMILY 'ESTATE' RESIDENTIAL ZONING DISTRICT TO THE PUD-C-PLANNED UNIT DEVELOPMENT COMMERCIAL ZONING DISTRICT LOCATED AT 5604 AND 5700 POOL ROAD; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for rezoning under Case No. ZC11-027; and

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

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

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

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

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in

the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the official zoning map on 4.8 acres on Lots 1A and 2, Block 1, of the Wildwood Estates Addition from the RE-Single Family 'Estate' Residential zoning district to the PUD-C-Planned Unit Development Commercial zoning district located at 5604 and 5700 Pool Road, as depicted on Exhibit "A" and described in Exhibit "B".
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- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

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- b. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.

2. SITE PLAN AND PLATTING

- a. The development of this property shall be generally consistent with the site plan attached as Exhibit "C".
- b. Prior to the issuance of any building permit, an amending plat of the subject properties must be submitted and approved. No building permit may be issued until said plat is filed with the County Clerk.

3. PERMITTED USES

- a. Athletic field
- b. Covered pavilion, not to exceed 7,200 square feet
- c. Basketball court
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4. LIGHTING

- a. All lighting including parking lot, building and security lighting shall be directed away from residential areas and shall provide a maximum candle illumination of 0.5 foot candles as measured from the property line.
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8. SIDEWALKS

- a. The developer shall replace and/or repair the existing five (5) foot sidewalk along Hall-Johnson Road and Pool Road should damage occur during the construction process. The sidewalk must be repaired or replaced prior to the final inspection on the site.
- b. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 5. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

Sec. 6. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 7. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

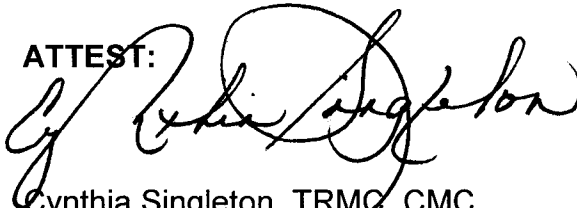
Sec. 8. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires 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 4th day of February 2012.

The second reading and public hearing being conducted on the 21st day of February 2012.

ATTEST:



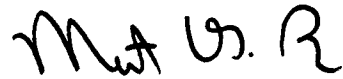
Cynthia Singleton, TRMO, CMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:



Matthew C. G. Boyle
City Attorney

Exhibit "A" - Location and Zoning Map

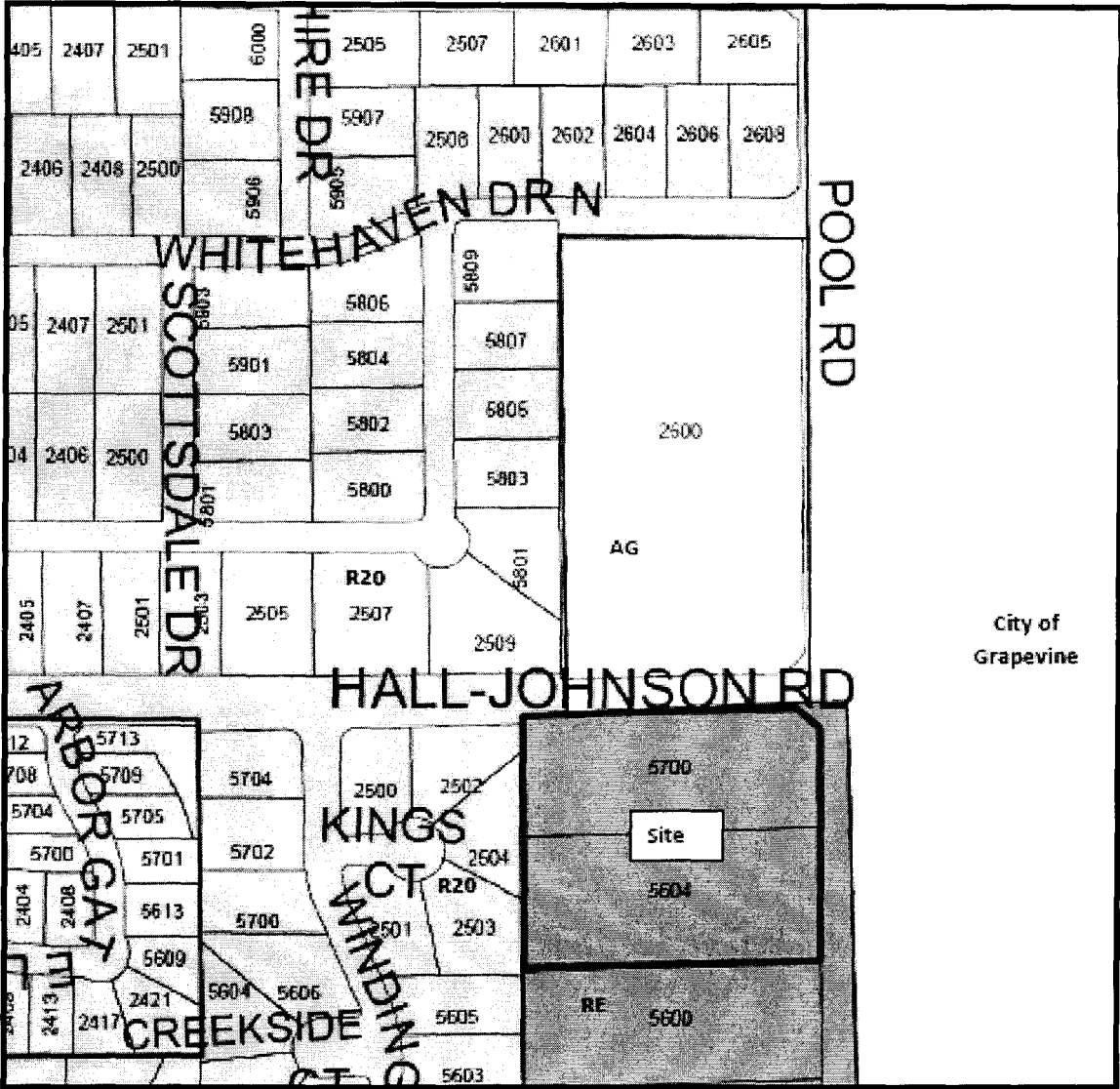


Exhibit "B" – Statement of Planning Objectives

Compass Christian Church is in process of acquiring lots 1 & 2 of Block 1 of the S.C.H. Witten Survey A-1740. The approximately 4.8 acres is across Hall Johnson from the existing Compass Christian Church main facility and across Pool Road from Compass Center, the Youth and Community Outreach facility also owned by the church.

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Safety is also a concern of the church. Currently on worship service or special events, the church does employ security personnel to help with both traffic flow and pedestrian traffic crossing the Hall Johnson – Pool Road intersection. This would continue for this property as well. As a border to the open green space athletic fields, an 8 foot open rail steel panel fence with hedges will be provided down Hall Johnson to help keep errand balls from making their way into traffic. The street scape will include trees and plantings as required by landscape ordinances and hedges at the perimeter of the parking lot.

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Exhibit "C" -Site Plan

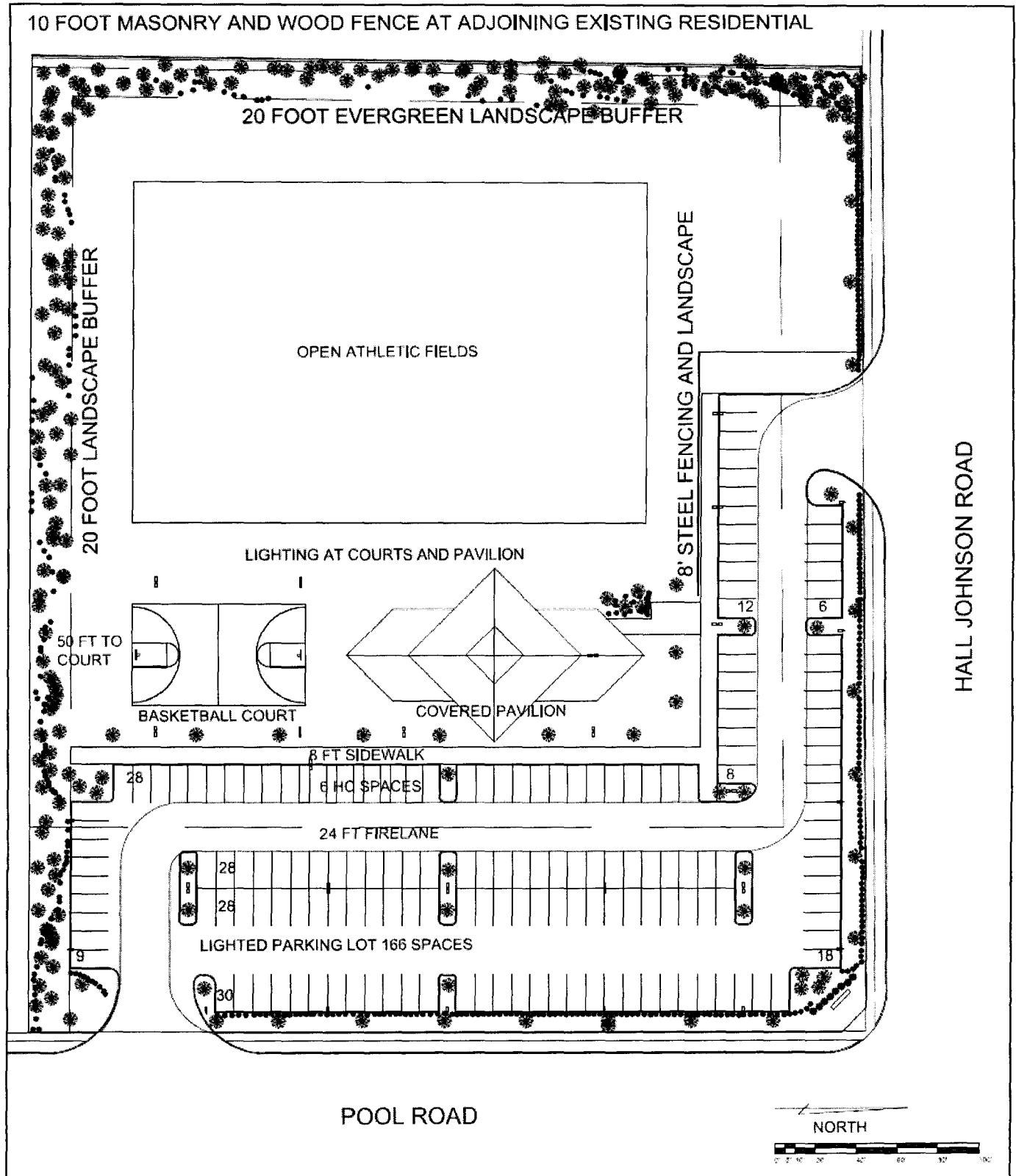


Exhibit "D" – Pavilion Exhibit



Exhibit “E” – Open Rail Fence Exhibit



ORDINANCE O-13-1893

AN ORDINANCE AMENDING ORDINANCE O-12-1822 CONDITIONS; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council approved Ordinance O-12-1822 on February 21, 2012, to establish the zoning of 4.8 acres on Lots 1A and 2, Block 1, of the Wildwood Estates Addition; and

WHEREAS, the applicant has requested an amendment to Ordinance O-12-1822; and

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

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

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

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

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and state law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by amending Ordinance O-12-1822.
- Sec. 3. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by amending the zoning and development requirements on 4.8 acres on Lot 1R, Block 1, of the Wildwood Estates Addition as depicted on Exhibit "A" and described in Exhibit "B".
- Sec. 4. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.
- Sec. 5. THAT the above described tract of land shall be subject to the following conditions:

1. AMENDMENTS TO ORDINANCE O-12-1822

- a. The following amendments to Ordinance O-12-1822 are hereby authorized:

- (1) Section 4(5)a: the requirement that the support columns be constructed of masonry materials is hereby

deleted, attached as Exhibit "C".

- (2) Section 4(6)b: this section shall only apply if the adjacent properties to the south of the subject property are developed as residential properties, at which time the screening fence must be constructed prior to the final inspection of any adjacent residential development, as seen in the attached Exhibit "D".
- (3) Section 4(6)c: A decorative six (6) foot open rail steel panel fence shall extend along the northern property line along Hall-Johnson Road.
- (4) Section 4(7)b: The requirement for a 20 foot landscape buffer along the southern property line is hereby deleted, as seen in the attached Exhibit "D".
- (5) Section 4(8)a: the term "five (5) feet" is hereby deleted from this section.

2. GENERAL

- a. In lieu of construction, the developer may place into escrow the cost to construct the required ten (10) foot trail along Pool Road, per the requirements of the Land Development Code. Said escrow payment, or construction, shall occur prior to the issuance of the final certificate of occupancy.

Sec. 6. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 7. 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. 8. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 9. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 10. 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.
- Sec. 11. THAT Ordinance O-12-1822 shall remain in full force and effect, except where amended by this ordinance.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 15th day of October 2013.

The second reading and public hearing being conducted on the 5th day of November 2013.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the _____ day of _____ 2013.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Exhibit “A” –Location and Zoning Map

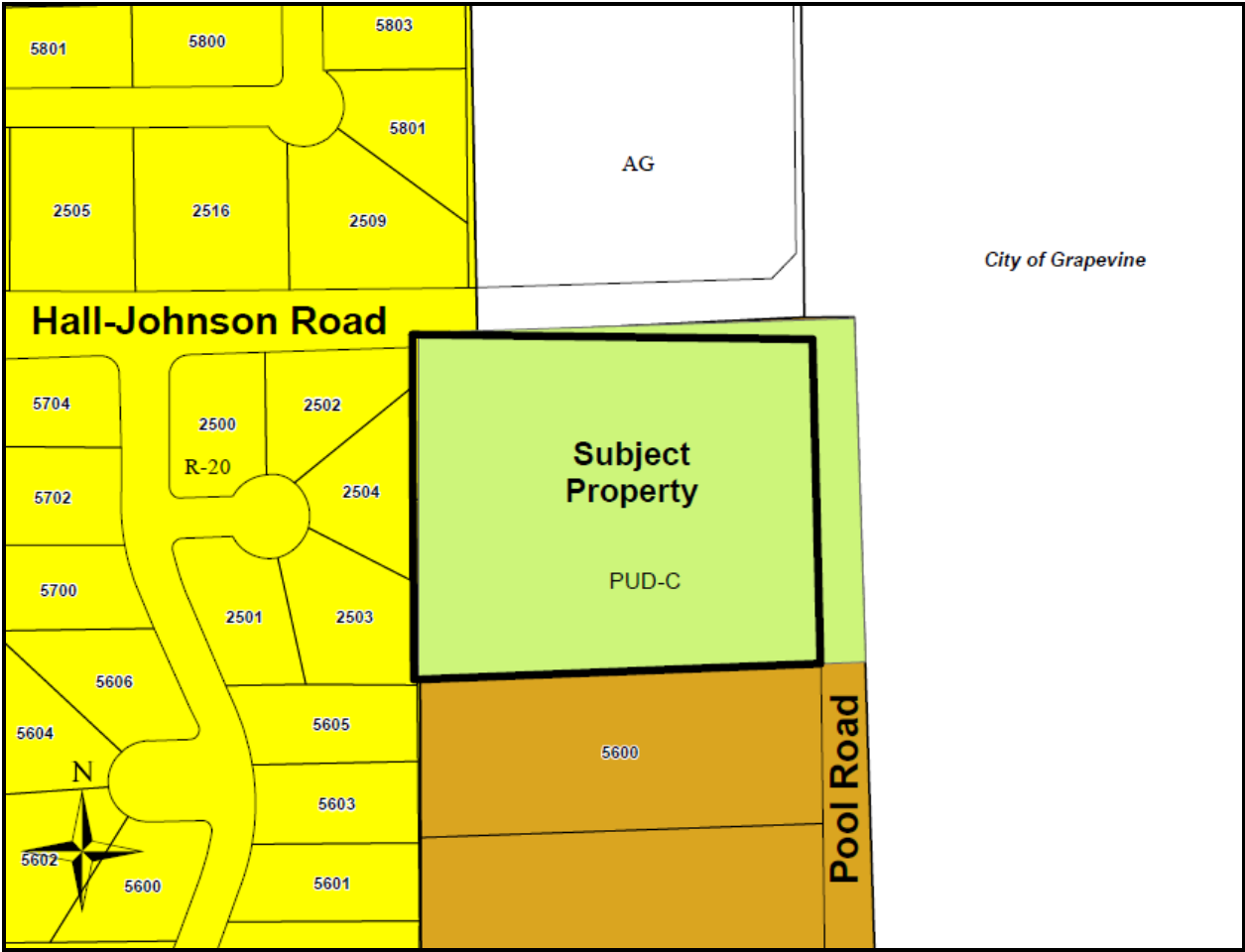


Exhibit “B” – Statement of Planning Objectives

Compass Christian Church is the owner of lots 1&2 of Block 1 of the S.C.H. Witten Survey A-1740. The approximate 4.8 acres was made a PUD per Ordinance 0-12-1822. The property is being developed for athletic and outdoor activities as a compliment to the main worship and Christian education facility to the north and Compass Center, a youth and community outreach center to the east. The church respectfully requests that the PUD be amended to reflect the following modifications:

1. Section 4(5)a- We request that the support columns for the pavilion be clad with masonry materials up to approximately 6 feet in height. We are requesting this for the aesthetic desires of the church.
2. Section 4(6)b- We request the requirement for an eight foot masonry screening fence along the southern property line be removed. Since the Ordinance was passed, the Church has acquired the property to the south so there is no longer a need to screen the property to the south.
3. Section 4(6)c- We request the requirement for a decorative eight foot tall open rail fence be revised to a six foot tall open rail fence, which given the location and intended use will act as a sufficient barrier for ball and players entering the vehicular parking area as well as the street.
4. Section 4(7)b- We request the requirement for a 20 foot landscape buffer along the southern property line be removed. Since the Ordinance was passed, the Church has acquired the property to the south so there is no longer a need to screen the property to the south.
5. Section 4(8)a- We request the verbage 'the developer shall replace and or repair the existing five (5) foot sidewalk along Hall-Johnson Road and Pool Road' be revised to 'the developer shall replace and or repair the existing sidewalk along Hall-Johnson Road and Pool Road'. The church has repaired and replaced the existing sidewalk as damage has occurred during the construction process, however the existing sidewalk width is not currently five feet. Replacing the entire sidewalk to be five feet in width was not indicated as a requirement including any of the Permit plan reviews nor site inspections until the zoning review occurred for final review and occupancy. The church would like to provide earnest money or show funds allocated for future sidewalk replacement when future development of the land may occur.

Exhibit "C" – Pavilion Exhibit

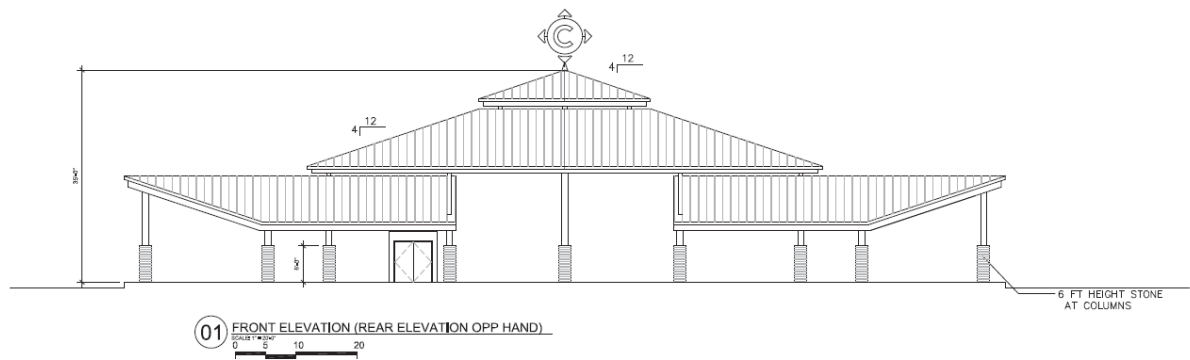
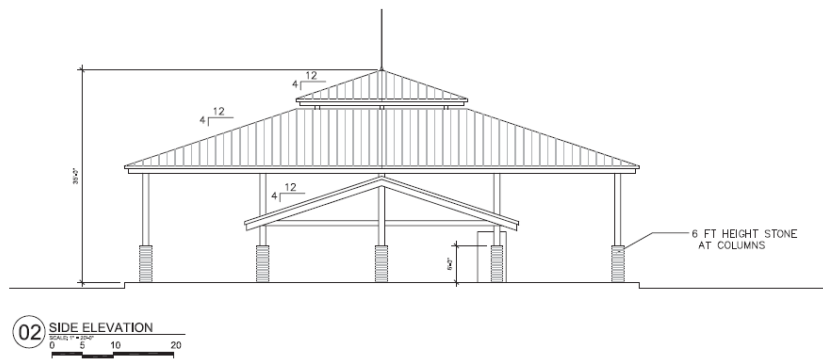
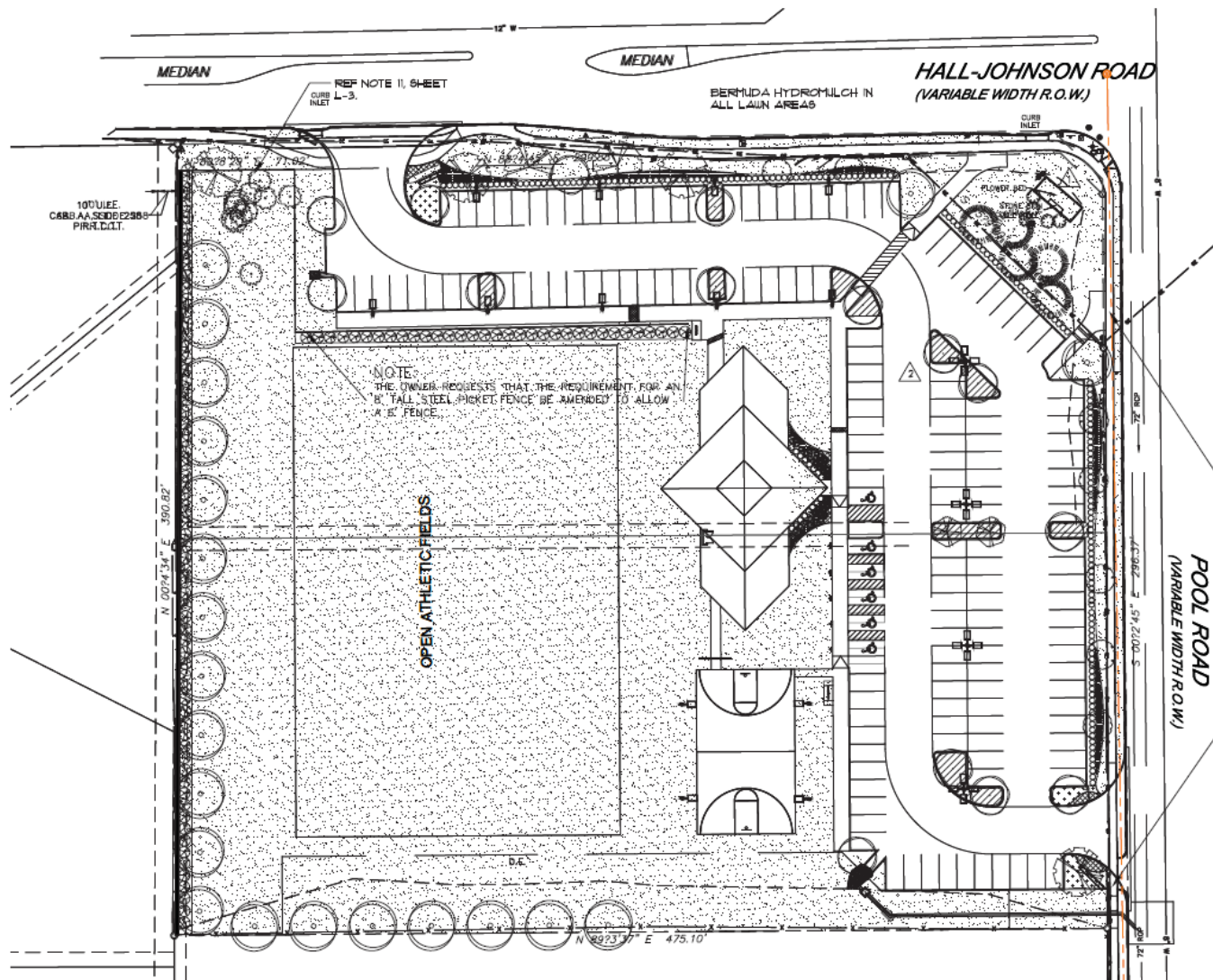


Exhibit "D" – Site Plan



RESOLUTION R-13-3682

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR
CITY COUNCIL MEETING OF
OCTOBER 15, 2013**

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 the agenda decisions approved by City Council action under Business this date and not otherwise adopted by Ordinance and/or separate Resolution as follows are hereby adopted:

a. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 15TH DAY OF OCTOBER 2013.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-1

Agenda Date 10/15/2013

Type Pre Council

Department Public Works

Title

Update on the SH26/Colleyville Boulevard construction project

Explanation

The City Council discussed the SH26/Colleyville Boulevard construction project during the October 2, 2013 Pre Council meeting. At that meeting, the City Council indicated a preference to reprioritize the remaining sections of the corridor to focus the current funding on the section between Brown Trail and Hall-Johnson Road. The City Council also indicated a preference of a four lane roadway in lieu of the originally designed six lane roadway. The City Council also directed staff to further evaluate the use of potential additional funding for the next sections of construction.

Staff will present a presentation and provide additional information regarding the use of any potential additional funding, and how the additional funding would affect the reconstruction of the corridor.

Modifications to the scope of the project or the funding sources must be given to North Central Texas Council of Governments and Texas Department of Transportation (TxDOT) prior to October 24, 2013, in order to prevent a delay in the next phase of construction.

The presentation that was given at the October 2, 2013 meeting and Memorandum of Understanding between the City of Colleyville, Regional Transportation Council, and TxDOT are also attached for reference.

Attachments

1. October 15, 2013 Presentation
2. October 2, 2013 Presentation
3. Memorandum of Understanding



SH26/Colleyville Boulevard Reconstruction Project

Pre Council
October 15, 2013

Recap of Previous Discussions

- Pre Council – October 2, 2012
 - Reprioritize the remaining sections of SH26/Colleyville Boulevard to focus available funding on the section between Brown Trail and Hall-Johnson Road
 - Request the project be constructed in stages to allow four lanes to be built initially
 - Direction is needed regarding the use of additional funds to extend the project limits of the next section of construction

Current Funding

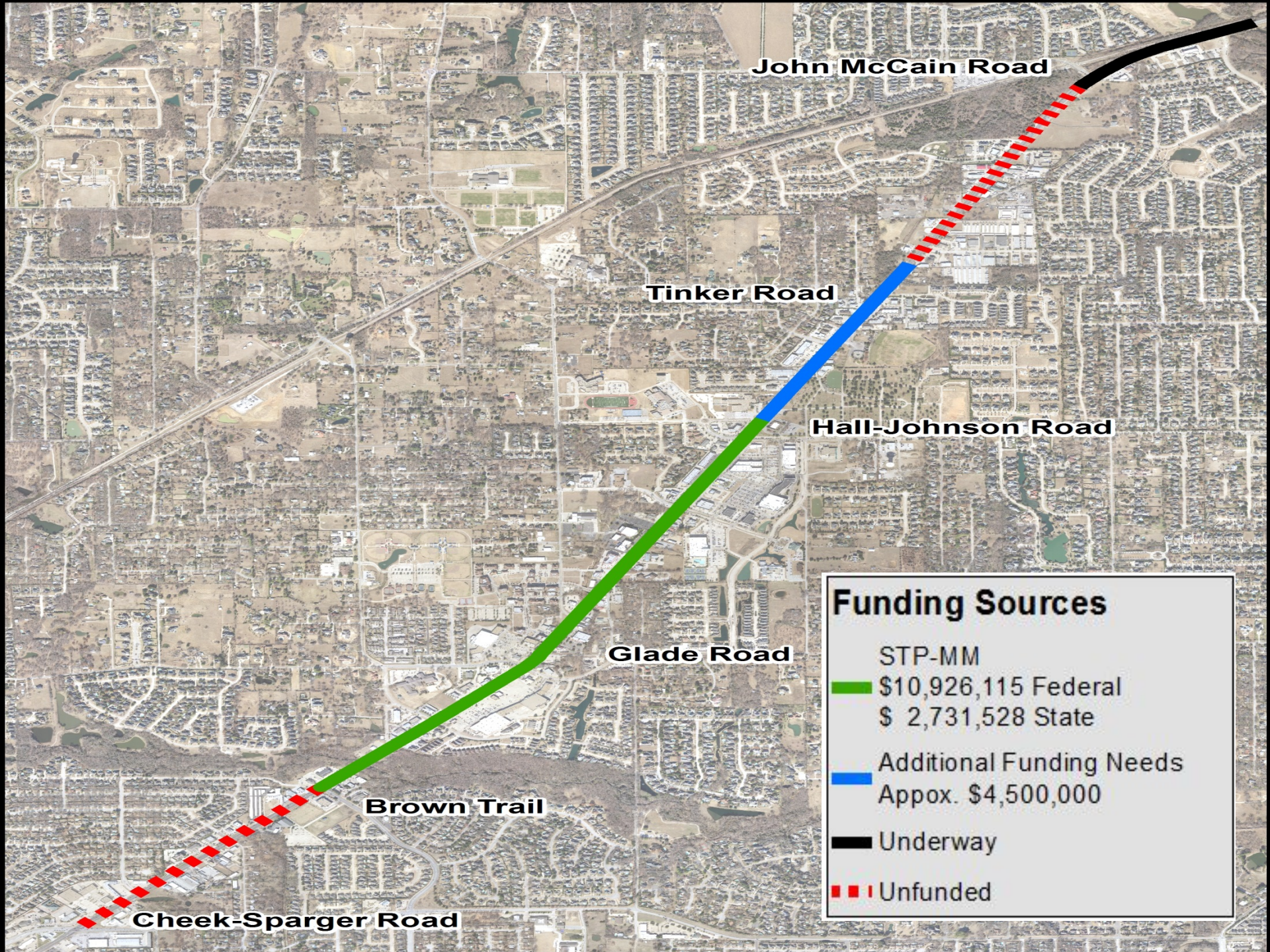
- Current Phase (Pool Road/Brumlow Avenue to John McCain Road)
 - \$4,000,000 Tarrant County
 - \$5,070,000 City of Colleyville (TIF)
 - \$1,608,000 Federal STP-MM
 - \$402,000 State Match for STP-MM
 - Additional \$400,000 in Federal STP-MM
 - Additional \$100,000 in State STP-MM
- Next Phase Available Funding
 - \$10,926,115 Federal STP-MM
 - \$ 2,731,528 State Match

Potential Funding

- \$1,000,000 in potential Tarrant County funds
- \$3,000,000 in potential TIF funds from the original 1998 project plan that could be reallocated to this project
- \$1,500,000 in potential TIF funds from the original 1998 project plan that could be reallocated to this project that is not currently available, but is anticipated to be available prior to the bidding of the next section of construction
- \$4,500,000 in potential funding by using a Tax Anticipation Note through the TIF with the principal and interest cost funded through the annual contribution to the TIF
- Pass Through Financing

Use of Additional Funding

- The additional funding could be used to extend the limits of the next phase of construction through the Tinker Road intersection
- The additional funding could be used to extend the next phase of construction to meet the section that is currently under construction at the John McCain Road intersection



John McCain Road

Tinker Road

Hall-Johnson Road

Glade Road

Brown Trail

Cheek-Sparger Road

Funding Sources

STP-MM

 \$10,926,115 Federal

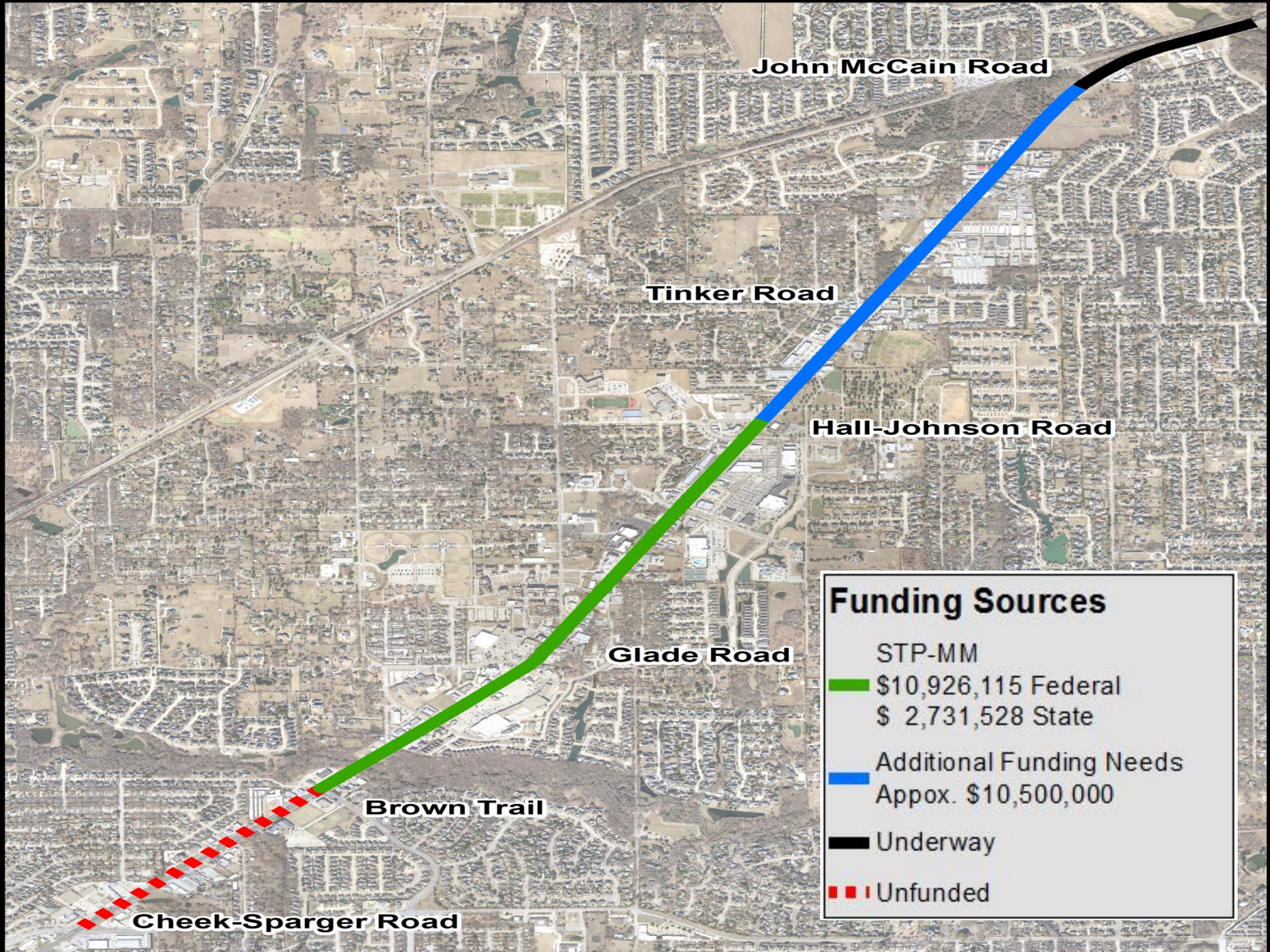
\$ 2,731,528 State

 Additional Funding Needs

Appox. \$4,500,000

 Underway

 Unfunded



Funding Sources

STP-MM

■ \$10,926,115 Federal

\$ 2,731,528 State

■ Additional Funding Needs

Appox. \$10,500,000

■ Underway

■ Unfunded

Direction from City Council

- Reprioritize the remaining sections of SH26/Colleyville Boulevard to focus available funding on the section between Brown Trail and Hall-Johnson Road
- Request the project be constructed in stages to allow four lanes to be built initially
- Direction is needed regarding the use of additional funds to extend the project limits of the next section of construction



SH26/Colleyville Boulevard Reconstruction Project

City Council Pre Council
October 2, 2013

Objectives

- Obtain City Council direction about how to prioritize the remaining sections of SH26/Colleyville Blvd. Reconstruction
- Decide how many lanes of traffic the City prefers on SH26/Colleyville Blvd.
- Consider the option of any additional funding to extend the project's construction limits

Recap of Worksession

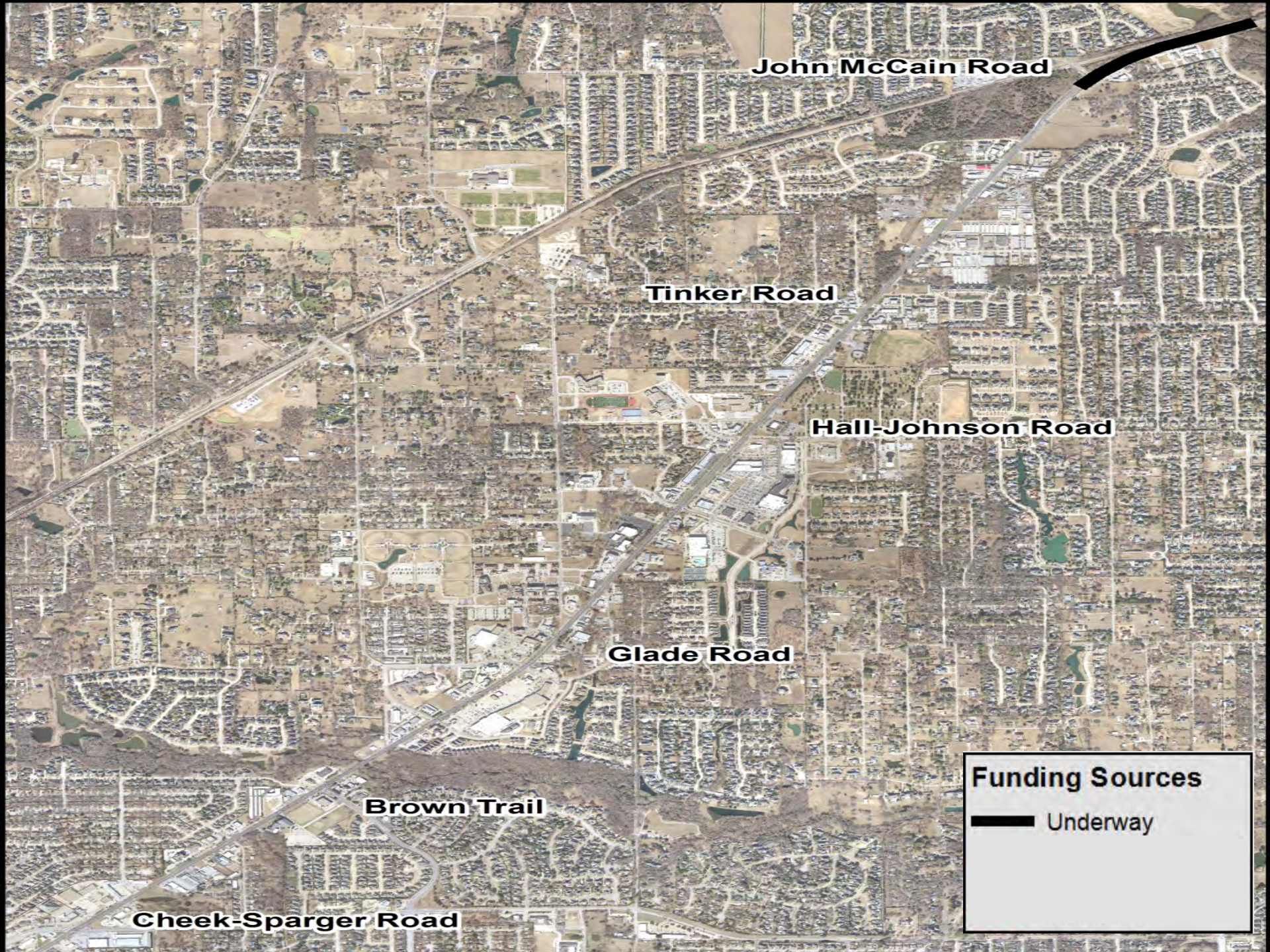
- The opportunity to influence the project is now and direction should be given to NCTCOG and TxDOT by October 24 to prevent any delays
- “Destination Colleyville”
- Four Lanes vs. Six Lanes
- City Council Direction:
 - o Primary Directive: Focus funding on the central business district (Brown Trail to Hall-Johnson Road)
 - o Secondary Directive: Complete the project (Brown Trail to John McCain Road)

Current Status

- Brumlow/Pool Road to John McCain Road under construction (Colleyville TIF contribution of \$5,070,00 total construction cost of \$11,414,000)
- TxDOT is set to let John McCain Road to Hall-Johnson Road in FY2014

Assumptions

- All cost estimates are consistent with estimates provided in previous presentations
- Graphics are for visual reference only
- A conservative 10% savings was used for the four lane concept



John McCain Road

Tinker Road

Hall-Johnson Road

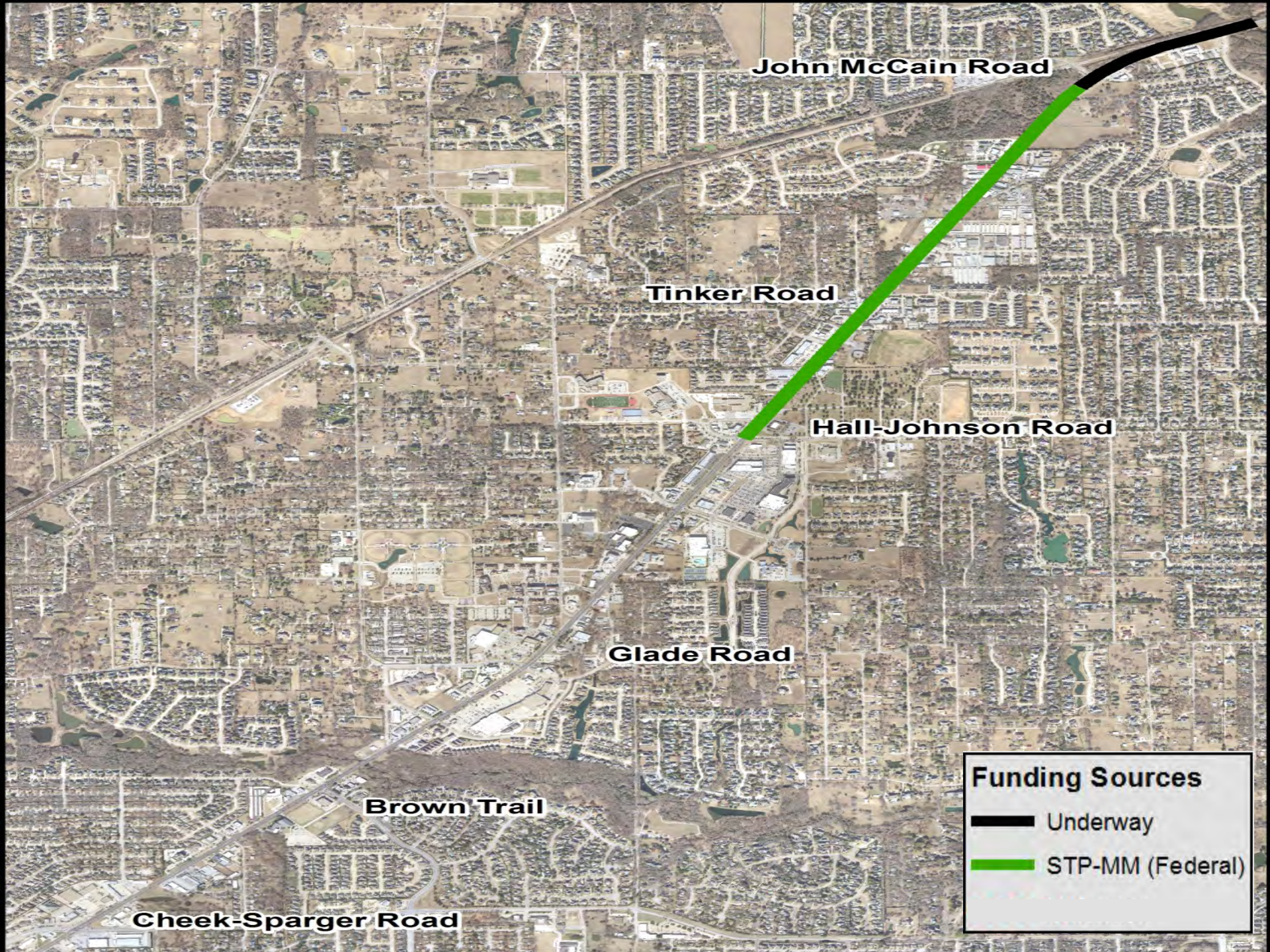
Glade Road

Brown Trail

Cheek-Sparger Road

Funding Sources

Underway



John McCain Road

Tinker Road

Hall-Johnson Road

Glade Road

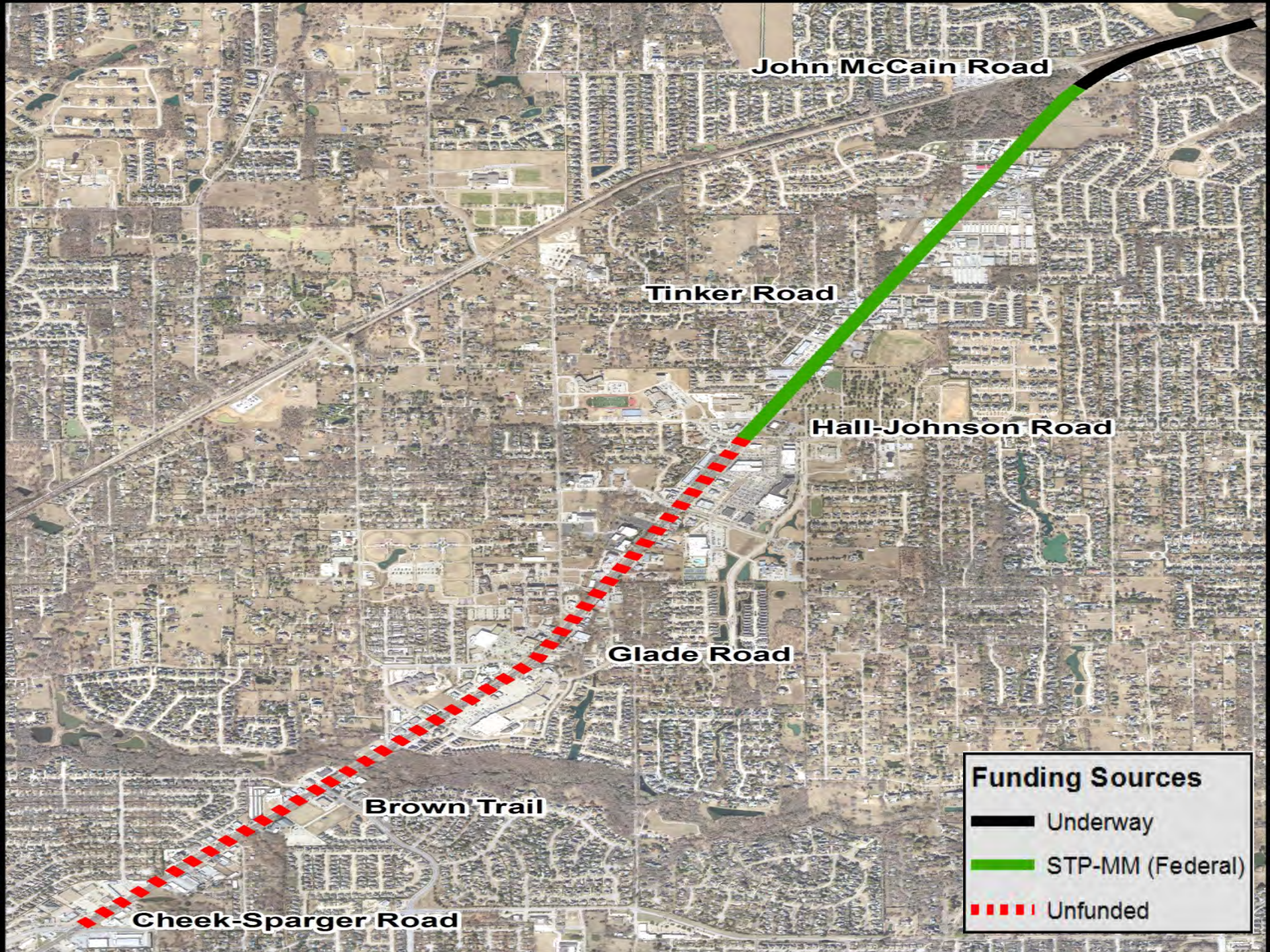
Brown Trail

Cheek-Sparger Road

Funding Sources

 Underway

 STP-MM (Federal)



John McCain Road

Tinker Road

Hall-Johnson Road

Glade Road

Brown Trail

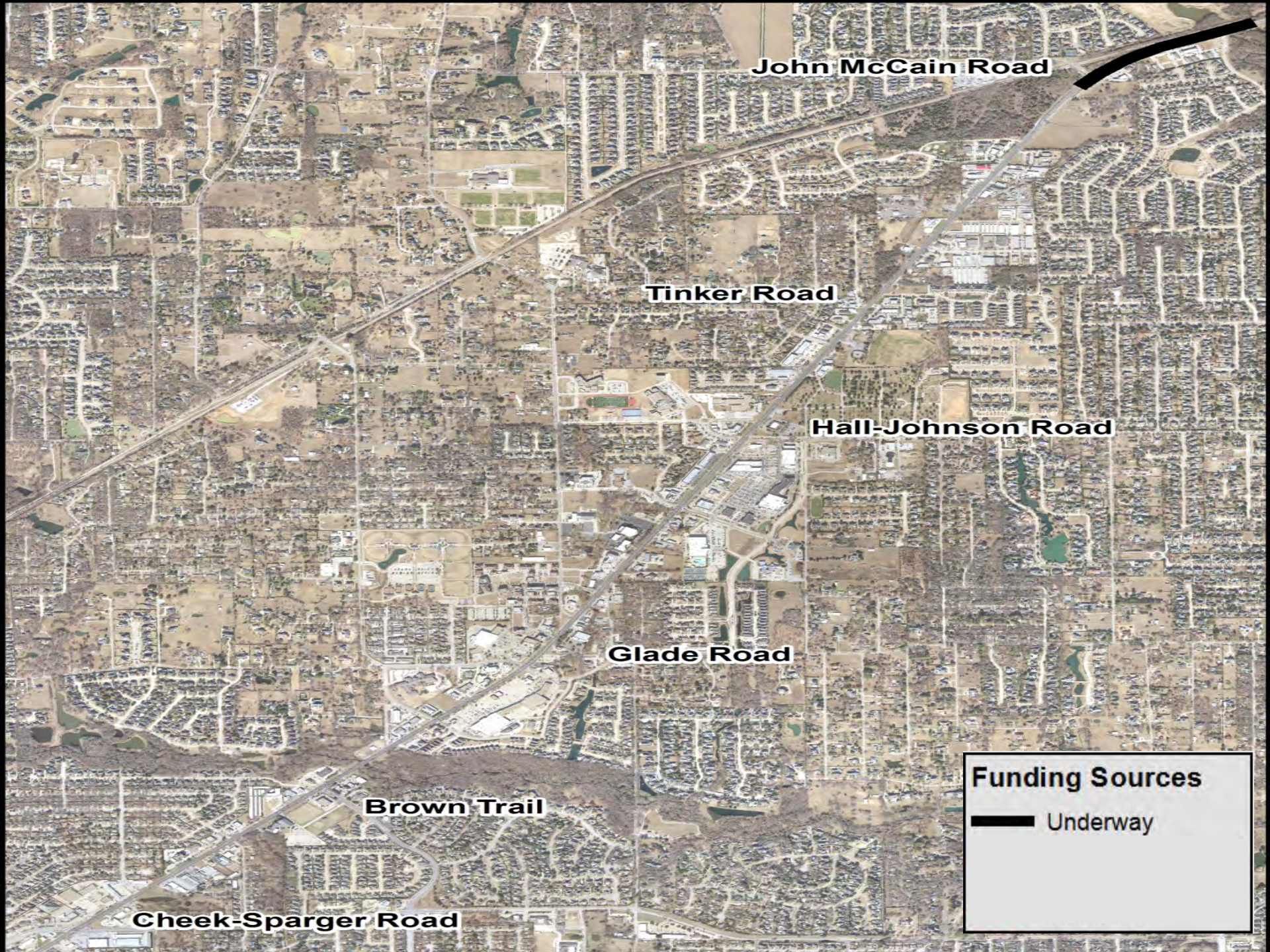
Cheek-Sparger Road

Funding Sources

-  Underway
-  STP-MM (Federal)
-  Unfunded

Primary Directive

- Focus remaining project funding on Colleyville's central business district of Colleyville Boulevard
- Prioritizes the Brown Trail to Hall-Johnson Road section prior to the section from Hall-Johnson Road to John McCain Road



John McCain Road

Tinker Road

Hall-Johnson Road

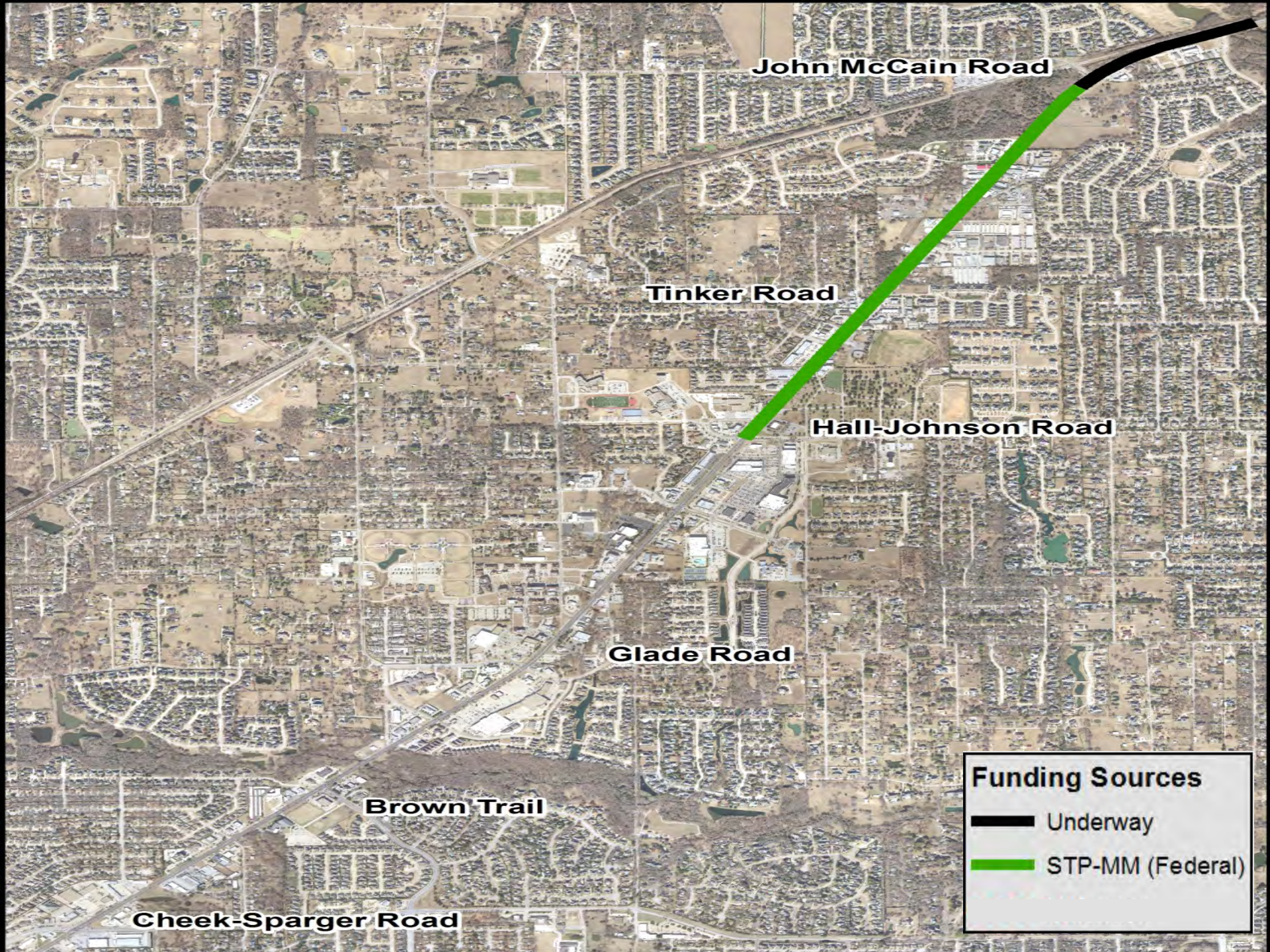
Glade Road

Brown Trail

Cheek-Sparger Road

Funding Sources

 **Underway**



John McCain Road

Tinker Road

Hall-Johnson Road

Glade Road

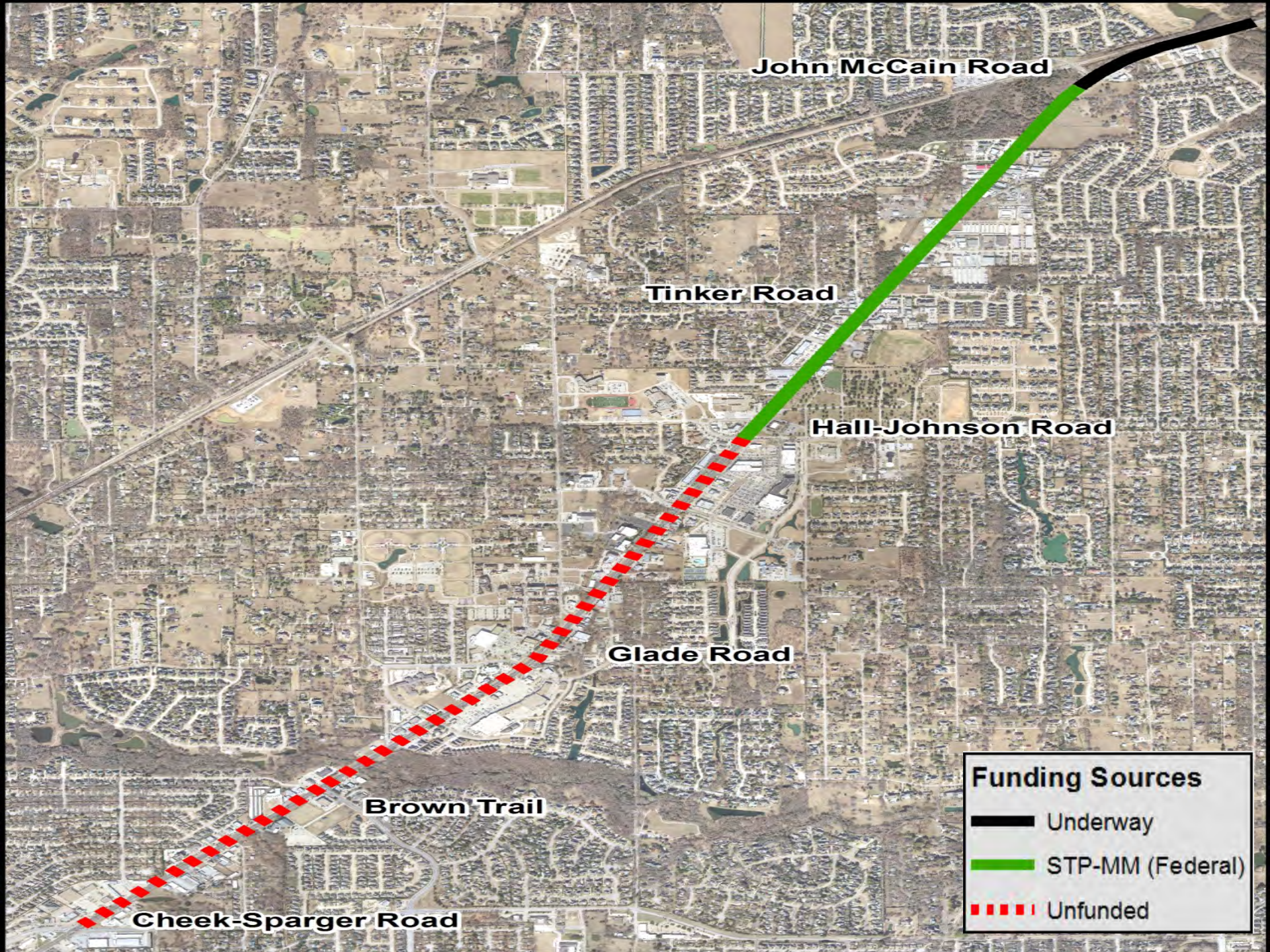
Brown Trail

Cheek-Sparger Road

Funding Sources

 Underway

 STP-MM (Federal)



John McCain Road

Tinker Road

Hall-Johnson Road

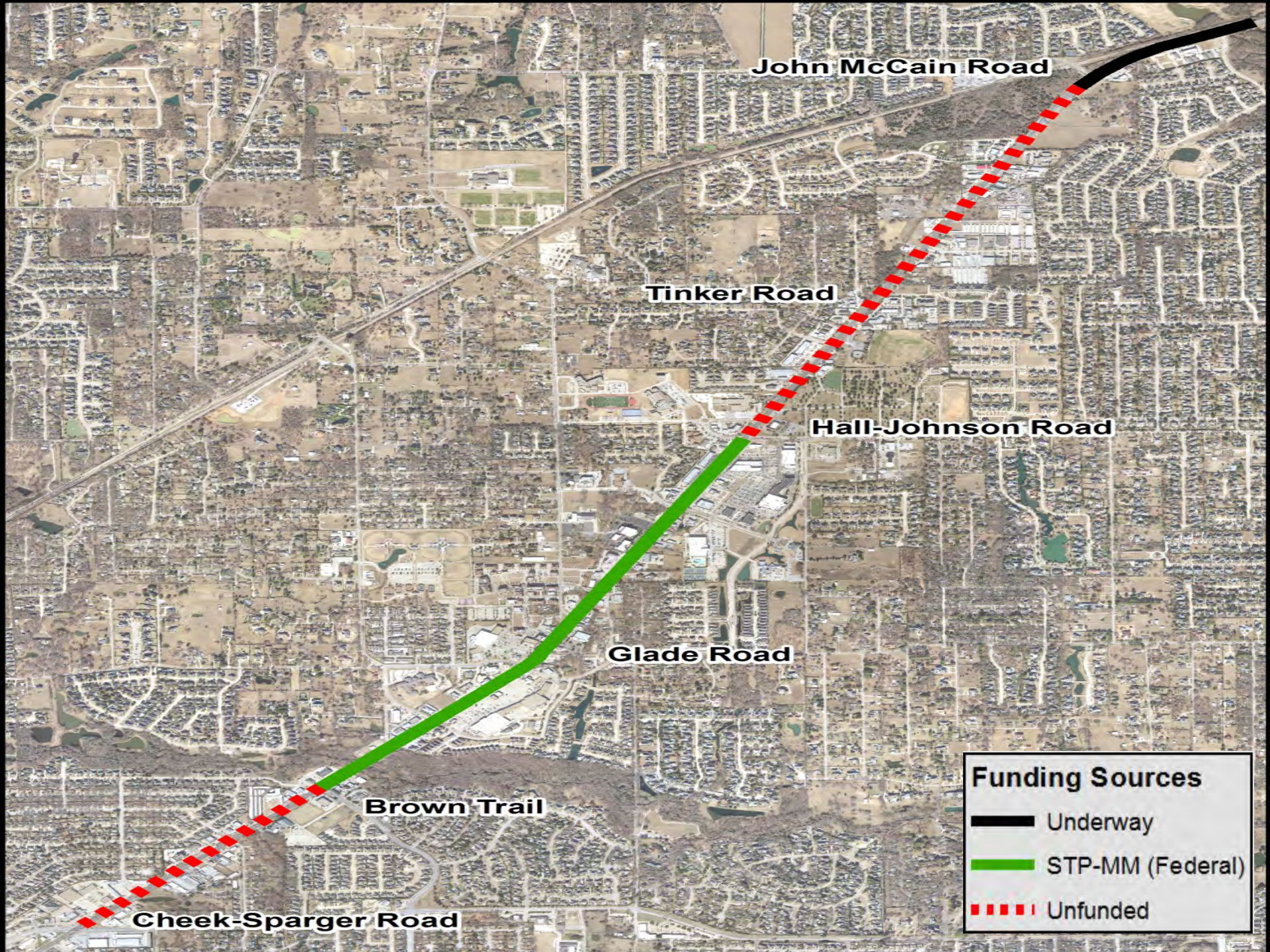
Glade Road

Brown Trail

Cheek-Sparger Road

Funding Sources

-  Underway
-  STP-MM (Federal)
-  Unfunded



John McCain Road

Tinker Road

Hall-Johnson Road

Glade Road

Brown Trail

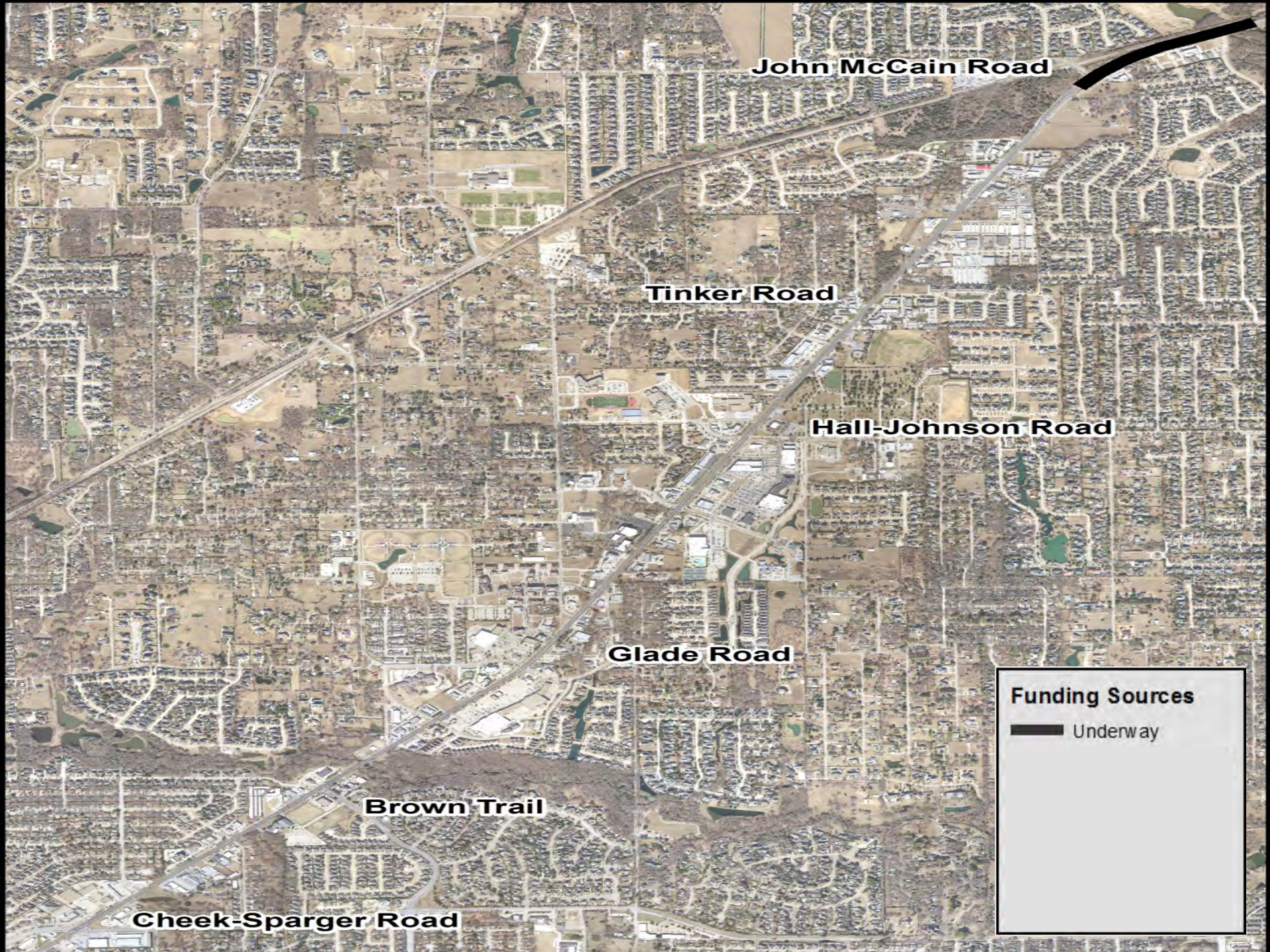
Cheek-Sparger Road

Funding Sources

-  Underway
-  STP-MM (Federal)
-  Unfunded

Secondary Directive

Evaluate the potential to expand the limits of the next phase of construction to complete the reconstruction of the roadway through Colleyville



John McCain Road

Tinker Road

Hall-Johnson Road

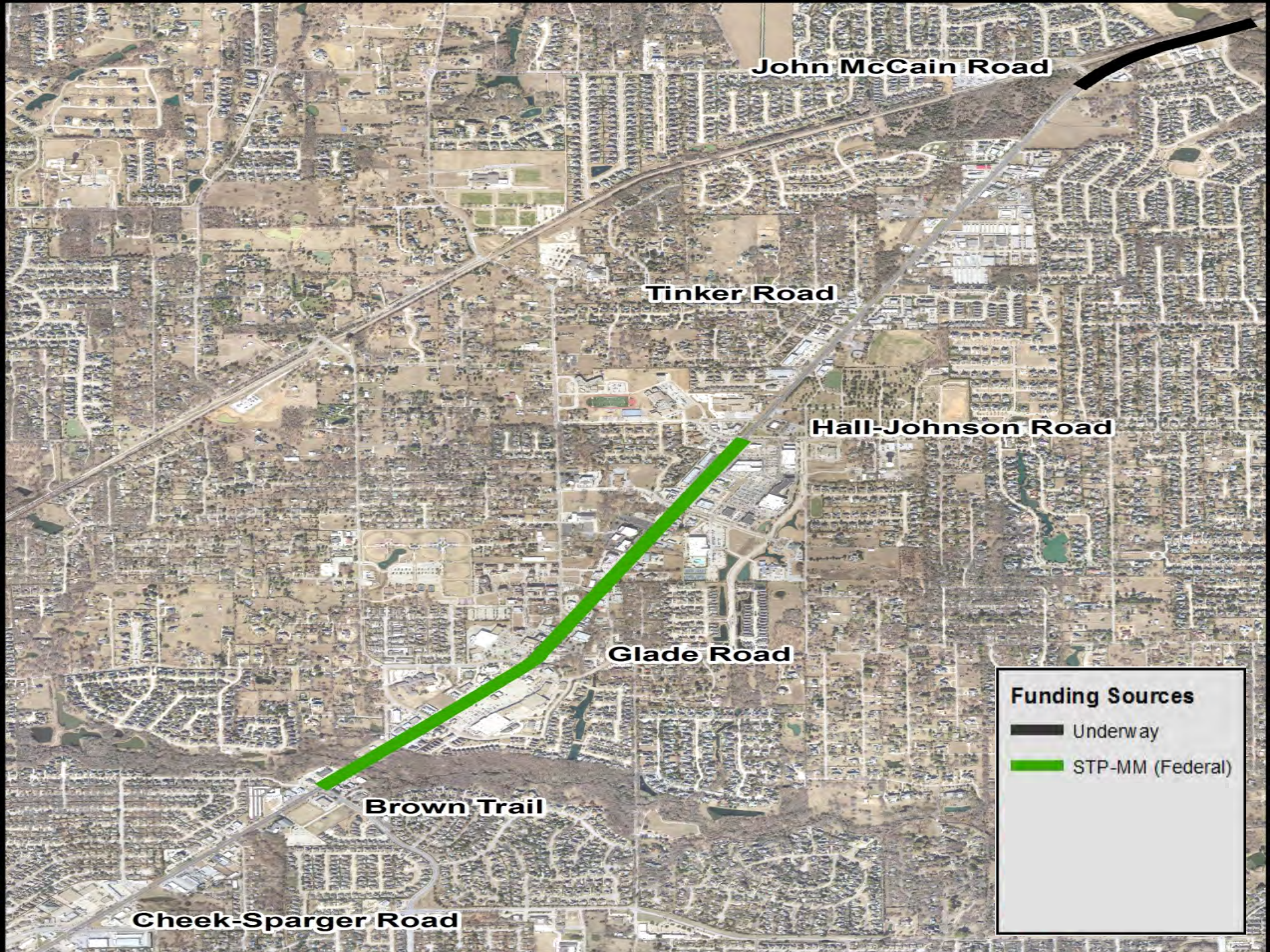
Glade Road

Brown Trail

Cheek-Sparger Road

Funding Sources

 Underway



John McCain Road

Tinker Road

Hall-Johnson Road

Glade Road

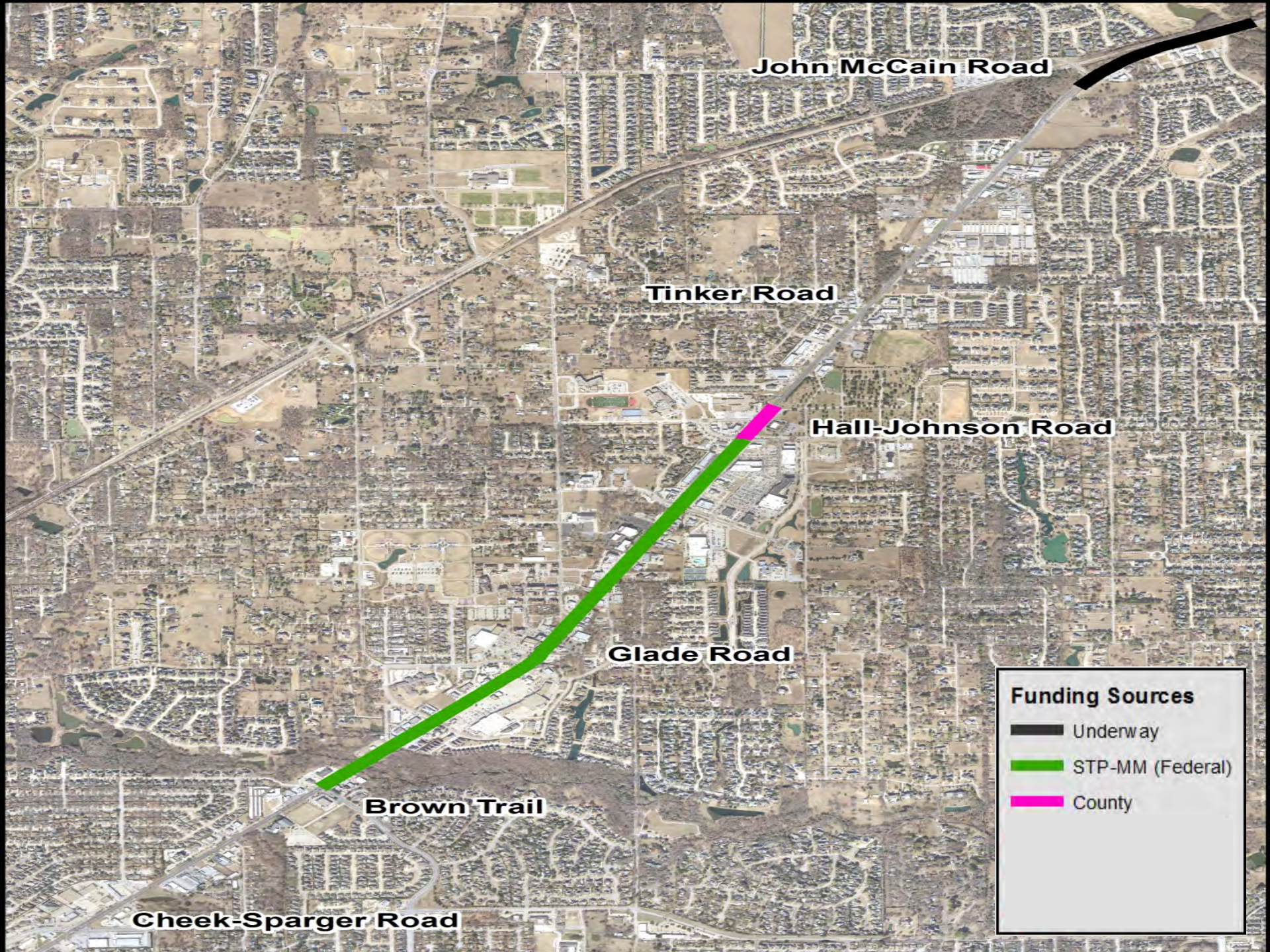
Brown Trail

Cheek-Sparger Road

Funding Sources

 Underway

 STP-MM (Federal)



John McCain Road

Tinker Road

Hall-Johnson Road

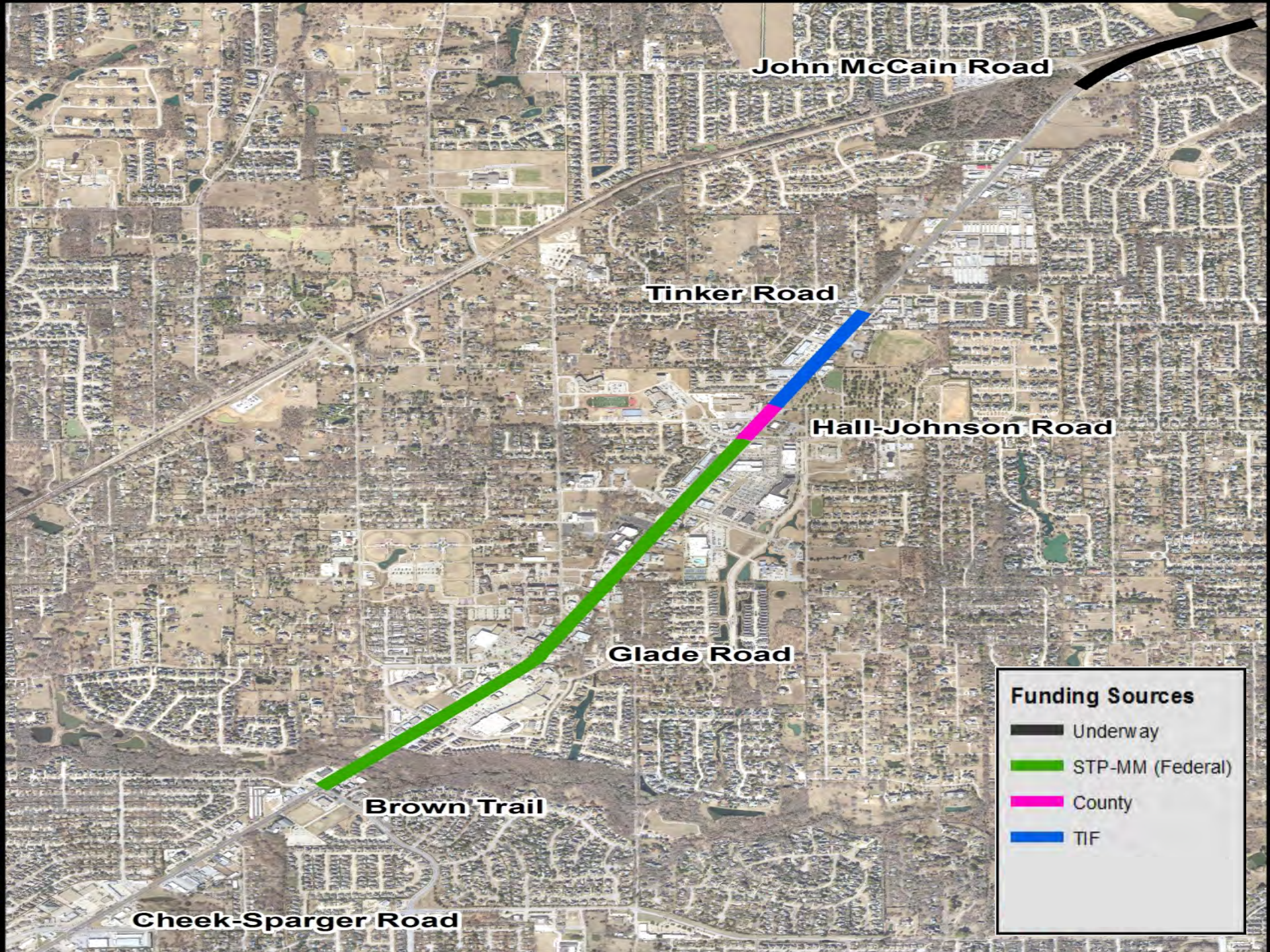
Glade Road

Brown Trail

Cheek-Sparger Road

Funding Sources

-  Underway
-  STP-MM (Federal)
-  County



John McCain Road

Tinker Road

Hall-Johnson Road

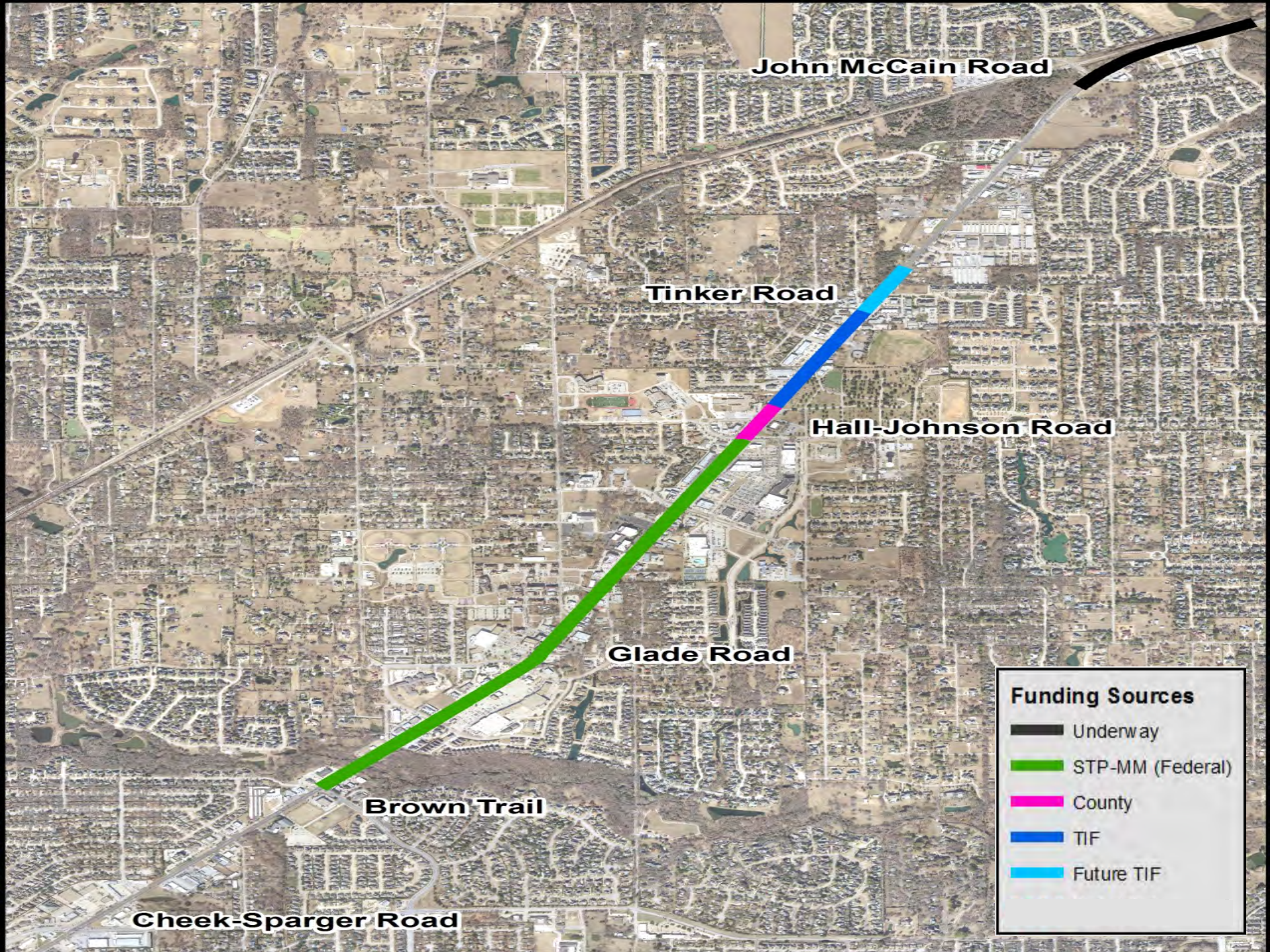
Glade Road

Brown Trail

Cheek-Sparger Road

Funding Sources

-  Underway
-  STP-MM (Federal)
-  County
-  TIF



John McCain Road

Tinker Road

Hall-Johnson Road

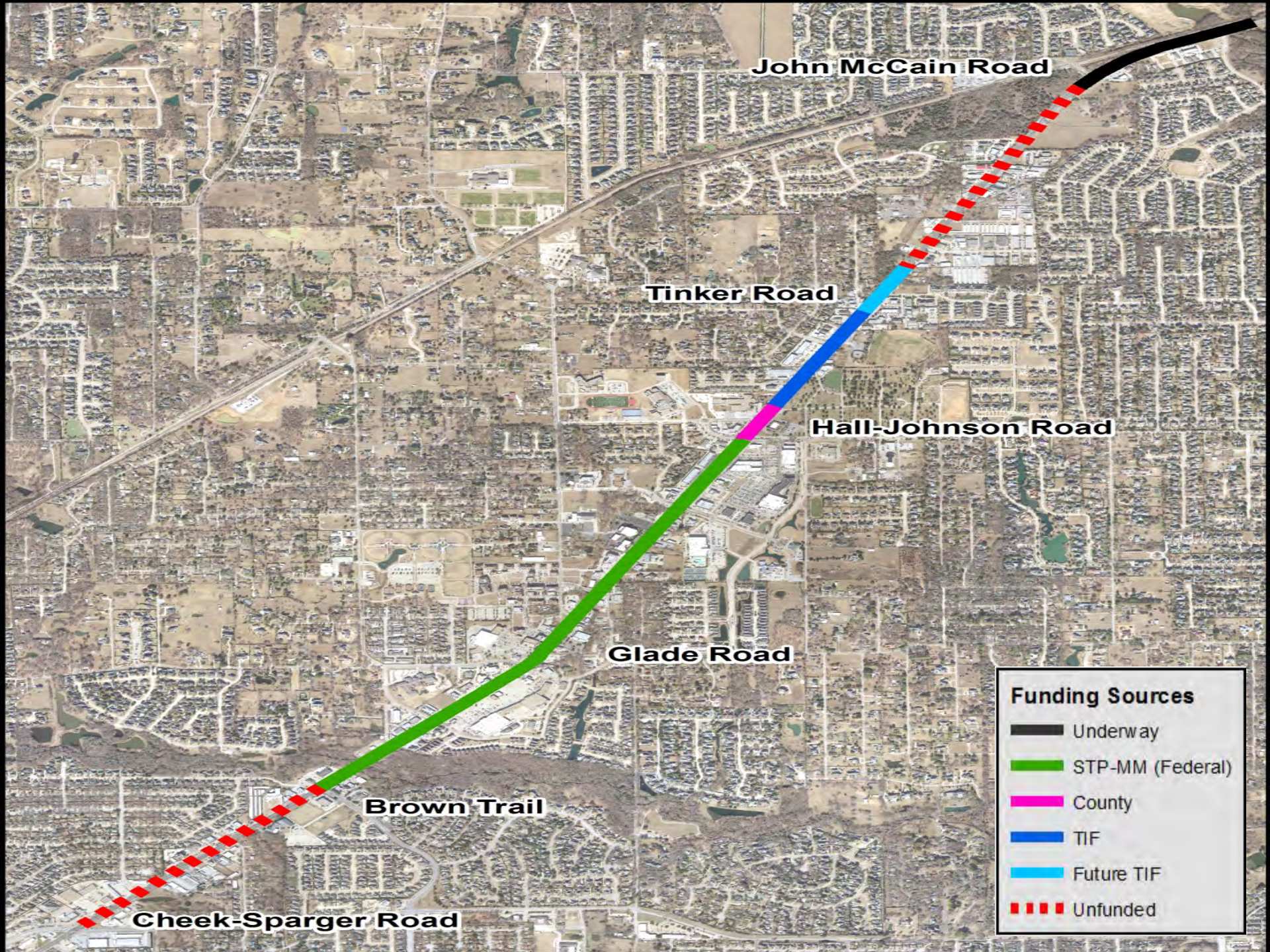
Glade Road

Brown Trail

Cheek-Sparger Road

Funding Sources

-  Underway
-  STP-MM (Federal)
-  County
-  TIF
-  Future TIF



Destination Colleyville

- Create a “Sense of Place” and a “Sense of Arrival”
- Landscape Branding Manual
- Opportunity to use the Transportation Enhancement Grant
- Consider a four lane concept for SH26/Colleyville Boulevard through the main commercial corridor of the City



Six Lane R.O.W. with Four Lanes



Six Lane R.O.W. with Six Lanes



Four Lane Road Heading Toward an Intersection



Six Lane Road Heading Toward an Intersection



Six Lane Bridge with Four Lanes



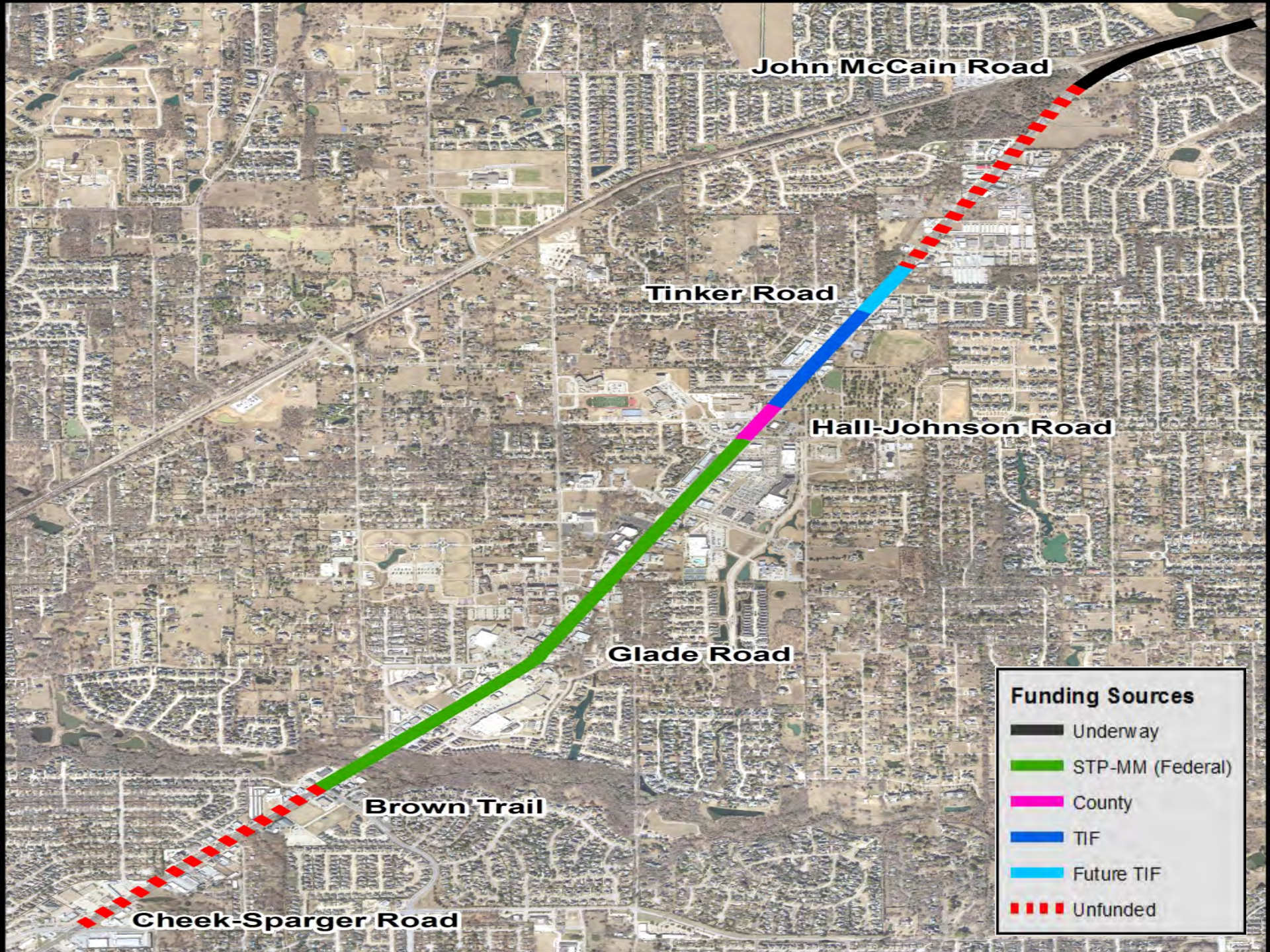
Four Lane Section Expanding for an Intersection



Four Lane Concept 34' Median



Six Lane Concept 14' Median



John McCain Road

Tinker Road

Hall-Johnson Road

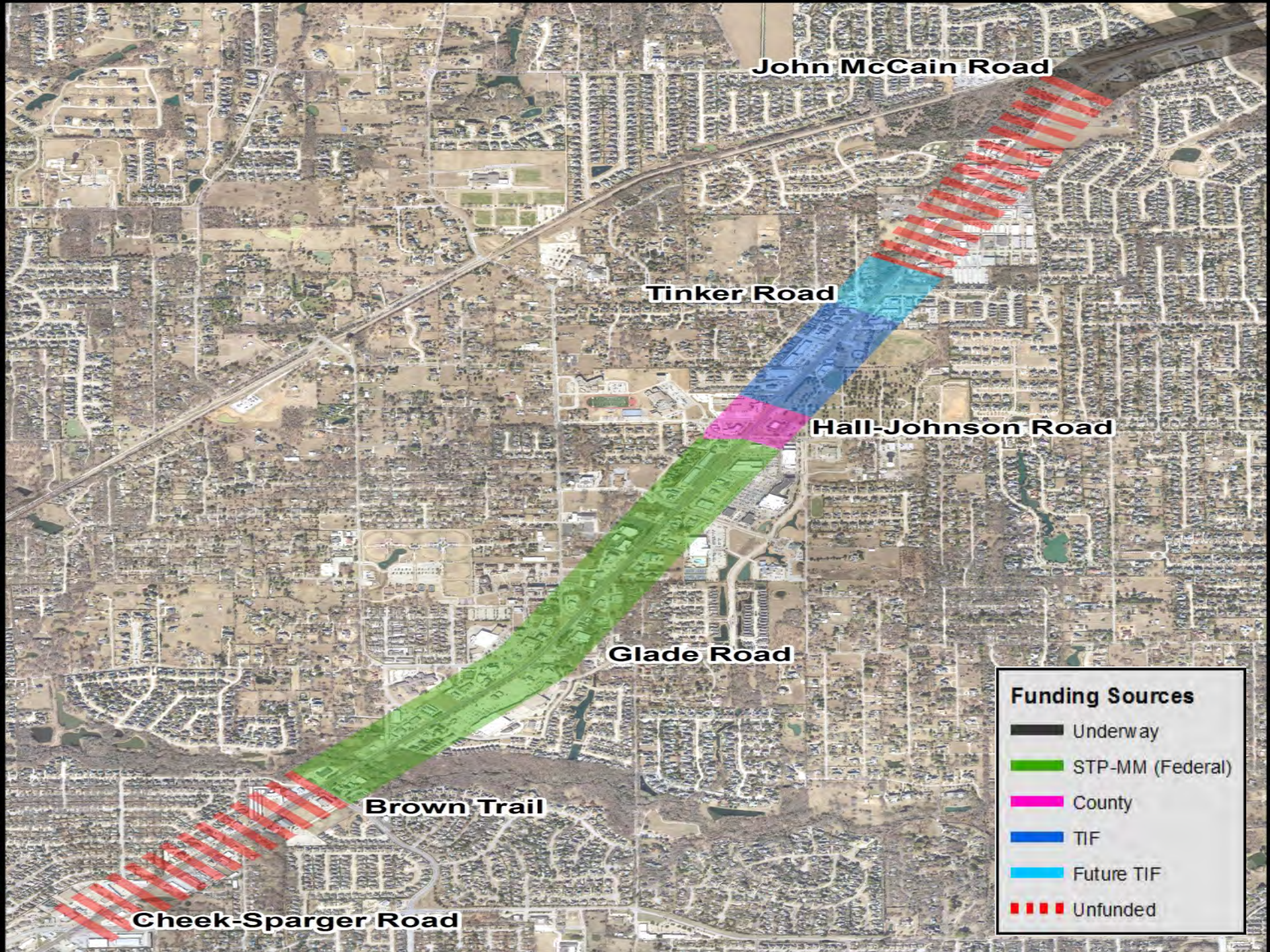
Glade Road

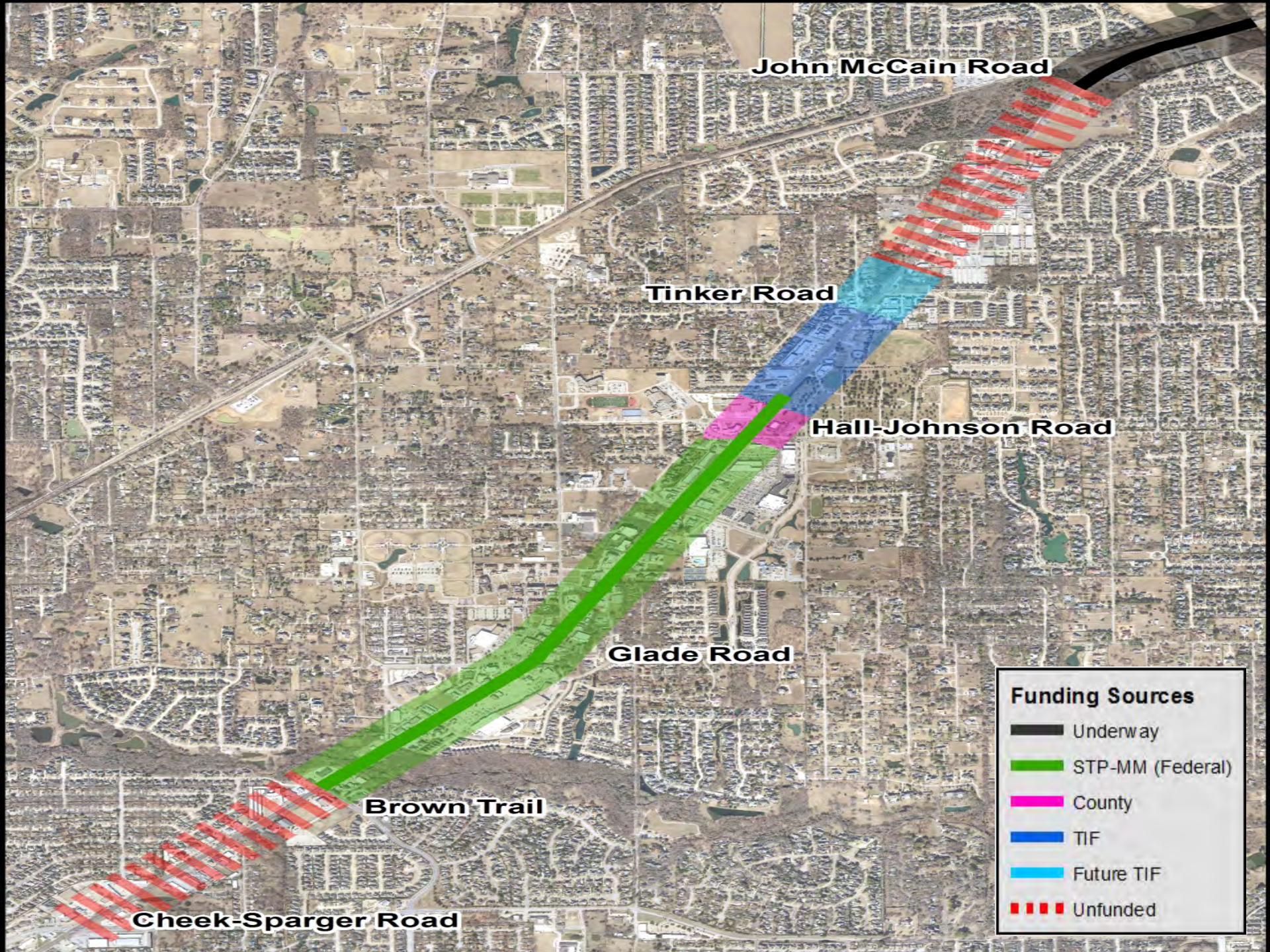
Brown Trail

Cheek-Sparger Road

Funding Sources

- Underway
- STP-MM (Federal)
- County
- TIF
- Future TIF
- Unfunded





John McCain Road

Tinker Road

Hall-Johnson Road

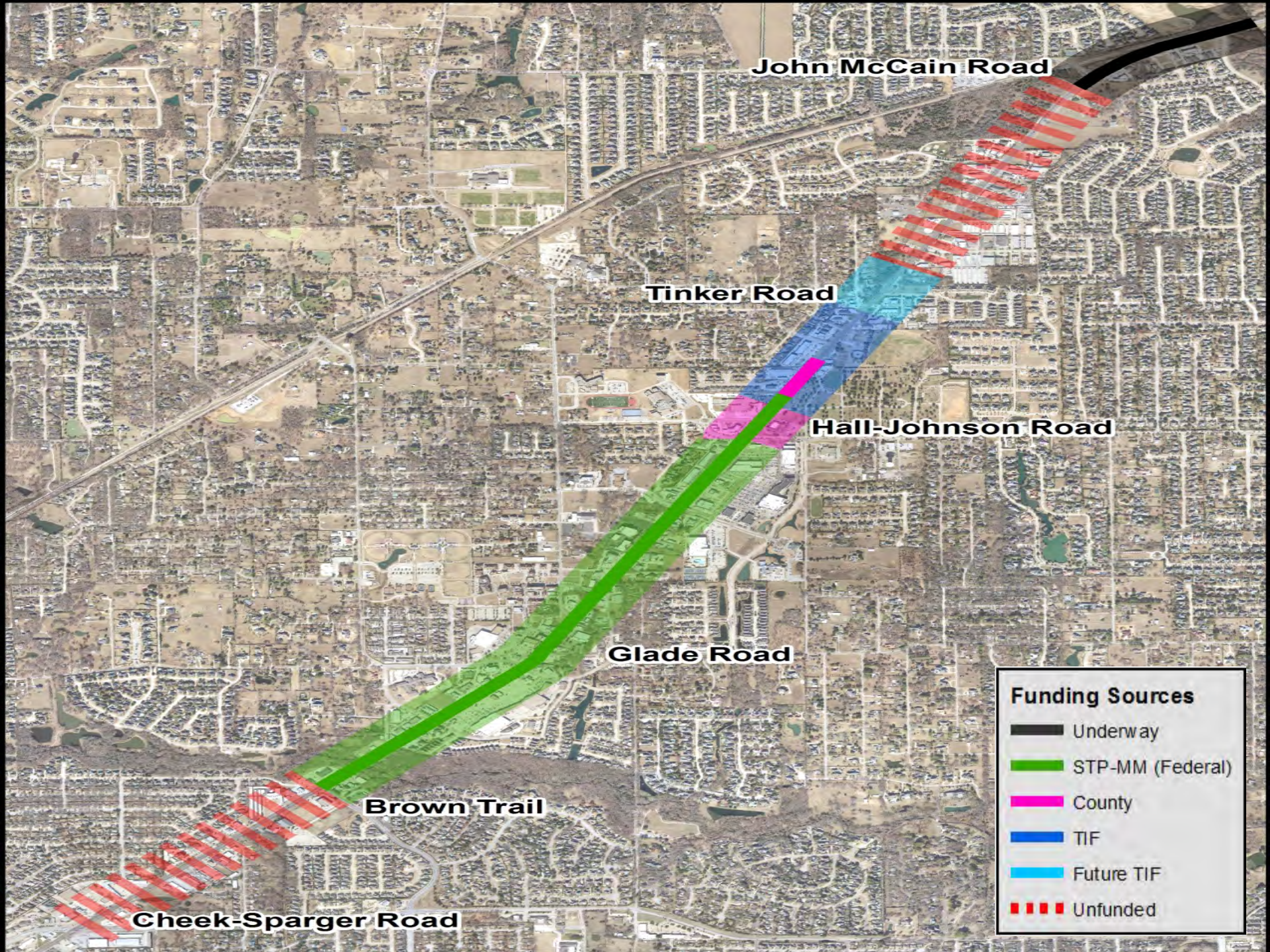
Glade Road

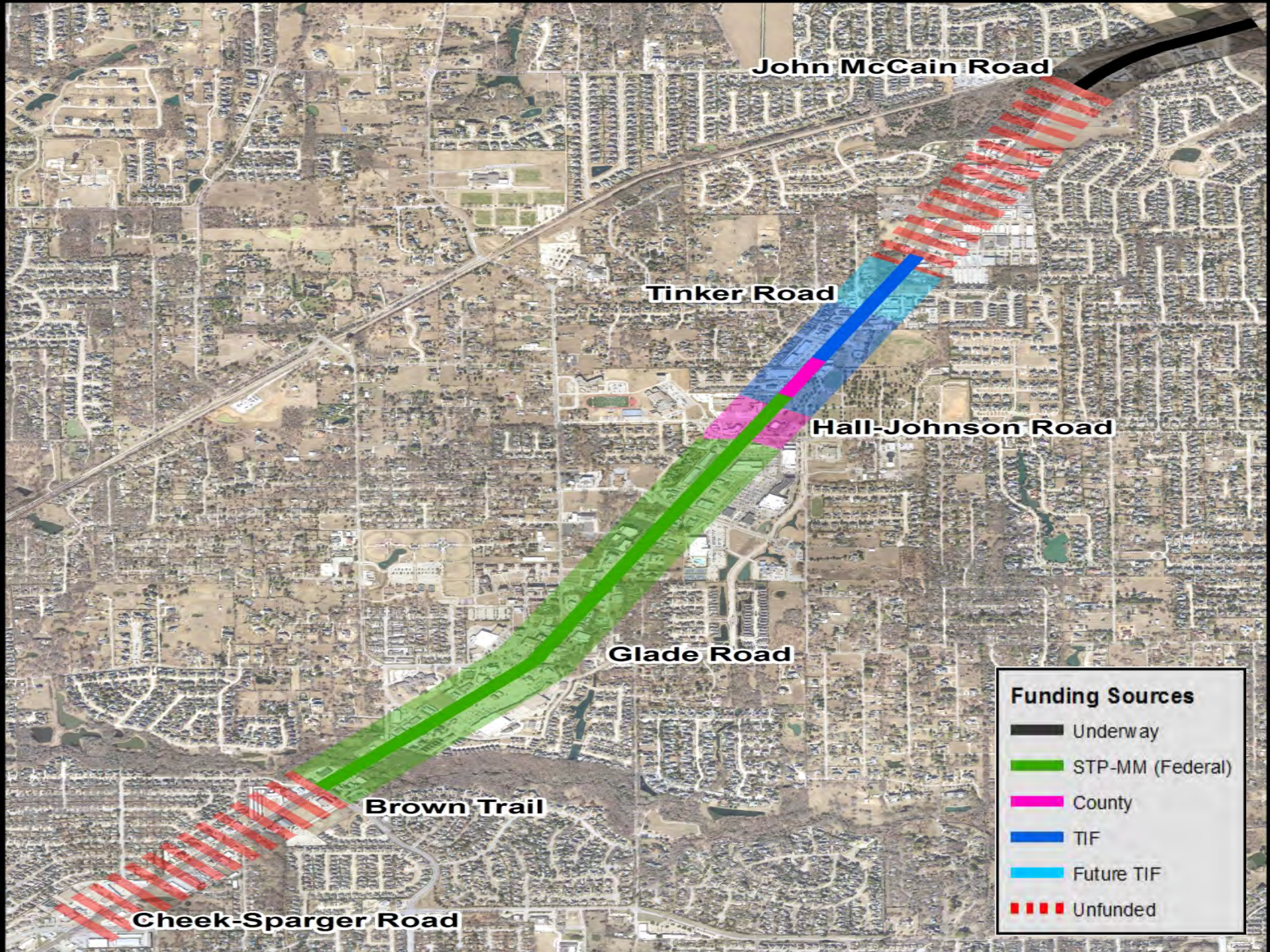
Brown Trail

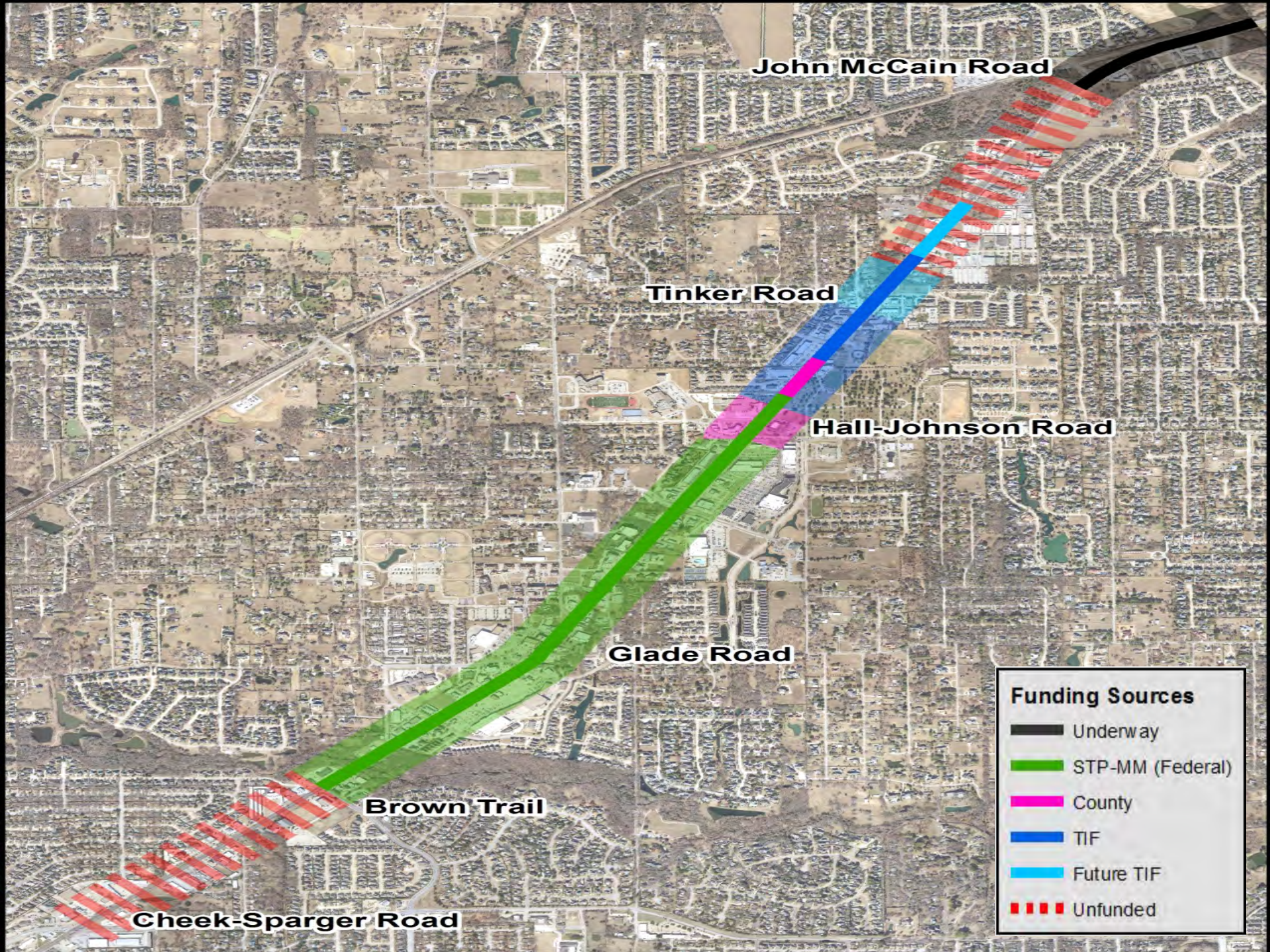
Cheek-Sparger Road

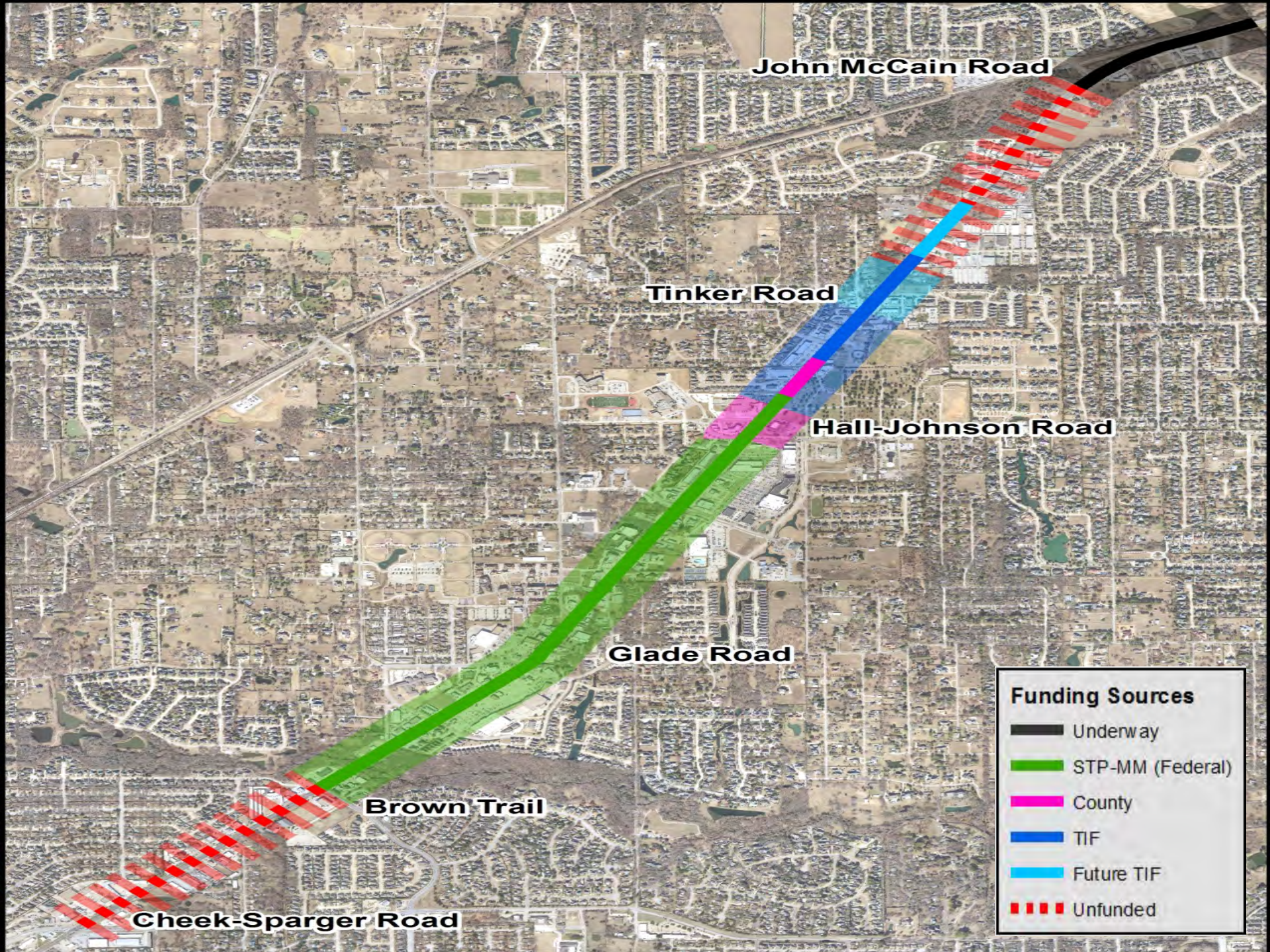
Funding Sources

-  Underway
-  STP-MM (Federal)
-  County
-  TIF
-  Future TIF
-  Unfunded

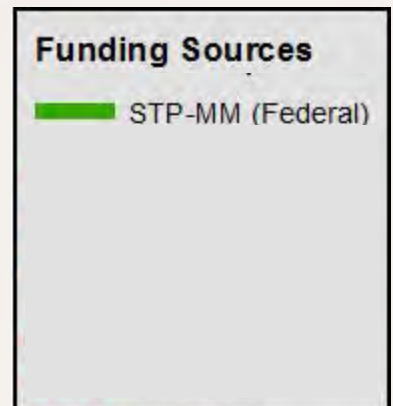




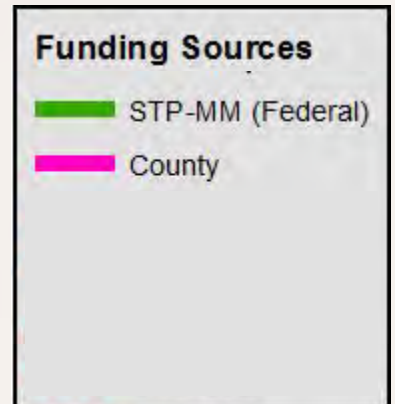




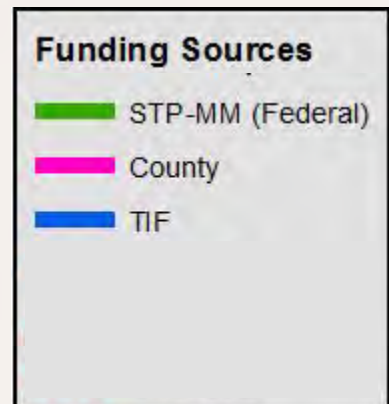
Current Funding (\$13.6 mil)



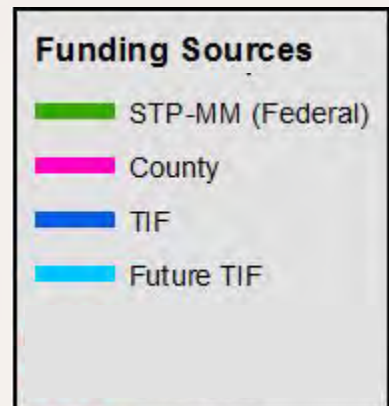
Current Funding and Potential Additional County Funding (\$1 mil)



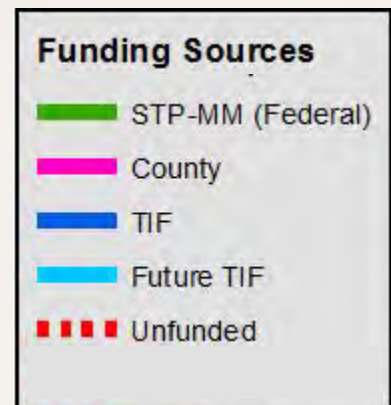
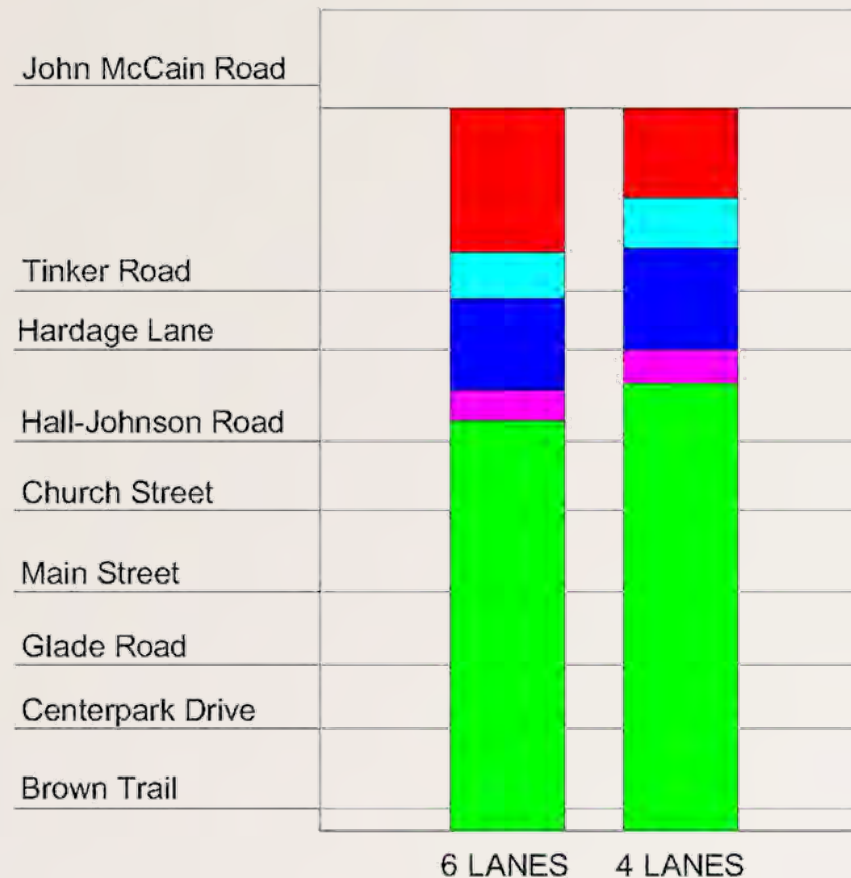
Current Funding, Potential Additional County Funding, and Potential Additional Colleyville TIF Funding (\$3 mil)



Current Funding, Potential Additional County Funding, Potential Additional Colleyville TIF Funding, and Potential Future Colleyville TIF Funding (\$1.5 mil)



Current Funding, Potential Additional County Funding, Potential Additional Colleyville TIF Funding, Potential Future Colleyville TIF Funding, and Unfunded

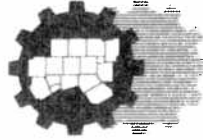


Unfunded Section of Roadway

- Complete the project as a six lane roadway:
\$5,650,000 additional funding
- Complete the project as a four lane roadway:
\$3,000,000 additional funding
- Tax Anticipation Note through the TIF with the principal and interest cost funded through the City's annual contribution to the TIF

Direction from City Council

- Construct the section between Brown Trail and Hall-Johnson Road?
- How many lanes of traffic?
- Use additional funds to extend the project limits of the next section of construction?



North Central Texas Council Of Governments

June 28, 2011

Ms. Jennifer Fadden
City Manager
City of Colleyville
1000 Main Street
Colleyville, TX 76034

Dear Ms. Fadden:

Enclosed is a signed original for your files of the Memorandum of Understanding for the SH 26 project (from Brumlow/Pool to Cheek Sparger).

If you have any questions, please contact me at (817) 608-2338.

Sincerely,

Christie Jestis
Senior Program Manager
Transportation Project Programming

LP:lp

Enclosure

110410

MEMORANDUM OF UNDERSTANDING
S.H. 26 from Brumlow/Pool to Cheek Sparger
City of Colleyville, Tarrant County, Regional Transportation Council, and Texas Department of
Transportation

This memorandum of understanding (MOU) is intended to outline a future interlocal agreement, between one or more parties, regarding the funding strategy for S.H. 26 from Brumlow/Pool to Cheek-Sparger.

I. BACKGROUND

In July 2010, the northern segment of S.H. 26 from S.H. 114 to Brumlow/Pool let using American Recovery and Reinvestment Act funding, which created significant cost savings and released Tarrant County, Regional Transportation Council (RTC), and Texas Department of Transportation (TxDOT) funds previously committed to that segment. Subsequently, Tarrant County, the City of Colleyville, TxDOT, and RTC agreed to fund the next segment on S.H. 26 from Brumlow/Pool to John McCain utilizing the cost savings from the northern segment and partially advancing funds from TIP 11153/CSJ 0363-01-114 (S.H. 26 from Brumlow/Pool to Cheek-Sparger. Please note that the RTC cost savings from the S.H. 26 from S.H. 114 to Brumlow/Pool section were transferred from the Western to Eastern Subregion, and are no longer available to this project.

Through this document, the impacted parties hereby state the terms of agreement and concur with the resulting commitments made as a part of this funding strategy.

II. S.H. 26 FROM BRUMLOW/POOL TO JOHN MCCAIN

The project is described as the construction of S.H. 26 from Brumlow/Pool to John McCain, 4 to 6 lanes, add curb and gutter, storm sewer, replace bridges, upgrade signal system, and the bridge widening for the trail crossing over Big Bear Creek; Construction costs are estimated at \$11,110,000.

Committed Funding

by Agency:	\$ 4,000,000 – Tarrant County Commitment
	\$ 5,070,000 – City of Colleyville Commitment (includes funding originally identified for SH 26 at Tinker Road intersection improvement)
	\$ 1,608,000 – RTC Commitment (federal share of Surface Transportation Program - Metropolitan Mobility Funds or STP-MM Funds)
	<u>\$ 402,000</u> – TxDOT Commitment of State Match to the STP-MM Funds
	\$11,080,000

The project is scheduled to let for construction by the end of TxDOT's FY 2011 (August 2011), but may occur earlier if the construction plans can be finalized, and city and franchise utilities can be moved. Therefore, all funds must be available in FY 2011.

If the project bids for less than available funding, at project close out, each entity's contribution will be reduced by its share of the total funding (i.e., 36% Tarrant County, 45.9% City of Colleyville, 14.5% RTC, and 3.6% TxDOT). TxDOT's share is directly tied to RTC's share (STP-MM), as TxDOT is matching the STP-MM funds. Any reduced funds (i.e., cost savings) will be utilized for other segments of SH 26 further to the south in the City of Colleyville.

RTC/TxDOT agree to cover reasonable and necessary contingency and change order costs. To this end, an additional \$400,000 in federal STP-MM funds and \$100,000 in State matching funds will be reserved for this purpose. If these funds are not used, they will be moved to the next section of S.H. 26 (from John McCain to Hall-Johnson Road).

The balance of funds from TIP 11153/CSJ 0363-01-114 will be reserved for the next section of S.H. 26 from John McCain to Hall-Johnson Rd in order to widen from 4 to 6 lanes, add curb and gutter, storm sewer, replace bridges, and upgrade signal system.

\$13,657,643

Project funding is currently anticipated to be available by FY 2015. If funding becomes available earlier, and the necessary pre-construction activities have been completed, RTC and TxDOT will attempt to let the project for construction earlier. Otherwise, it is anticipated that the project will let in the FY 2015 timeframe.

Funding in the foreseeable future is unavailable for this section. The City should continue to work with TxDOT, RTC, and Tarrant County to identify and apply for future funding programs. While this segment will have to compete for funding in future funding initiatives, NCTCOG will consider the previously funded status of this segment in making future funding decisions.

This agreement is contingent upon approval of the terms outlined herein by the policy body of each impacted party. The Regional Transportation Council (RTC) approved the above project changes in January 2011.

Date 6/28/11



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-2

Agenda Date 10/15/2013

Type Pre Council

Department City Manager

Title

Update and discussion of the 2014 citizen survey methodology

Explanation

The purpose of this item is to provide an update and discussion of the 2014 citizen survey. The citizen survey has been completed on a biennial basis beginning in 2010 and is one of the most important mechanisms by which citizen feedback on priorities and satisfaction levels is gathered. The results of the citizen survey provide the foundation for the City's strategic plan, annual budget, and all other major efforts.

The 2014 citizen survey is scheduled to be available for completion during the month of January, in order for results to be used and considered in the development of the Fiscal Year 2015 budget. The City's Comprehensive Plan will also be in the process of being developed during the same timeframe and was originally planned to include an online survey component for citizen engagement. In order to prevent confusion or duplication of effort, staff recommends expanding the 2014 citizen survey to include additional questions that would have been asked in a separate survey for the Comprehensive Plan.

Several options are available in terms of the methodology used to conduct the 2014 citizen survey, each with their own advantages, disadvantages, and cost. Staff seeks direction from the City Council regarding the preferred methodology to use for the 2014 citizen survey that best meets the needs and priorities of the community. Both the 2010 and 2012 citizen surveys were mailed to all households in Colleyville, with the option to complete the survey online as opposed to mailing a completed paper survey.

Attachments

1. 2014 Citizen Survey Presentation



2014 Citizen Survey Update

**Pre Council Meeting
October 15, 2013**

Overview

The purpose of this presentation is to:

- Provide highlights and updates regarding the 2014 Citizen Survey
- Discuss methodology options
- Select methodology for 2014 Citizen Survey

Highlights & Updates

- Inclusion of questions related to the Comprehensive Plan
 - Avoids having two surveys out in same timeframe
 - Opportunity to adapt current questions to elicit the information/ feedback needed
 - Will result in a longer survey for 2014
- Proposals and estimates were gathered from three companies experienced in citizen surveys
- \$15,000 is included in the FY 2014 budget for the 2014 Citizen Survey
 - Additional funding may come from the Comprehensive Plan budget, if needed

Highlights & Updates

The timeline has been adapted to have results prior to FY 2015 budget preparation.

- December 3, 2013: Survey questions submitted to Council for final approval
- January 2014: Survey sent and completed by citizens
- February 2014: Results compiled/analyzed
- March 1, 2014: Final results and report submitted
- Late March 2014: FY 2015 Budget Kickoff

Results & Trends

Prior Results

- 2012 Survey: 1,665 responses (1,070 mail; 595 online)
- 2010 Survey: 1,677 responses (1,412 mail; 265 online)

Methodology Used by Cities

- Online only for all citizens- Southlake, Hurst
- Online only for random sample- Denison
- Telephone to random sample- Trophy Club, Coppell, Sugarland
- Mail to a random sample- Flower Mound, Burleson
- Combination of methods to random sample- North Richland Hills, Plano
- Combination of methods for all citizens- Colleyville, Westlake

Methodology Option 1: Mail Survey

- Mail survey to all households in Colleyville
- Return postage is pre-paid
- Survey not to exceed 8 pages and 6.3 oz.
- Citizens have the option of completing the mailed survey or responding online

Points to consider:

- Some individuals prefer paper surveys
- Number of questions asked is constrained by space
- Most expensive option
- Less “green”

Methodology Option 2: Online Survey

- All citizens may complete the online survey
- Survey is announced via regular channels including
 - Utility billing newsletter, E-News, City website, City cable

Points to consider:

- Some individuals may not feel comfortable completing a survey online or have access to the internet
- Number of questions asked is not constrained by space; provides an opportunity for context/information
- Least expensive option
- “Green” option

Methodology Option 3: Mail Postcard

- Mail postcard to all households in Colleyville
- Postcard invites citizens to complete an online survey

Points to consider:

- Provides an additional notification tool to encourage more responses
- Mid-range in price
- Some individuals may not feel comfortable completing a survey online or have access to the internet
- Number of questions asked is not constrained by space; provides an opportunity for context/information
- Less “green” than online only, but more so than full mail survey

Methodology Options Summary

Option 1: Mailed Survey (with online option)	\$20,850
---	----------

Option 2: Online Survey	\$ 9,350
-------------------------	----------

Option 3: Mailed Postcards (invitation to online survey)	\$12,250
---	----------

* Each option ensures a 95% confidence level with a +/- 4.5% margin of error (lower if more than 500 surveys are completed).

Questions and Discussion



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-3

Agenda Date 10/15/2013

Type Pre Council

Department City Secretary

Title

Discussion of the first meeting date in November 2013

Explanation

In accordance with the City Charter, the City Council shall meet regularly at least twice (2) in every month at such times as a City Council may prescribe by rule. The City Council meetings are normally held the first and third Tuesday of each month except when those dates may conflict with an event or holiday.

The City Council may consider changing the date of the first City Council meeting in November as follows:

The first regular City Council meeting of Tuesday, November 5, 2013, to Monday, November 4, as Election Day is November 5, 2013.

Staff has prepared the ending resolution to reflect the meeting date change, if City Council chooses to approve it.

Attachments



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-4

Agenda Date 10/15/2013

Type Resolution

Department City Secretary

Title

Discussion of Ordinance O-02-1322

Explanation

At the request of Councilmember Jody Short, this item is provided for discussion.

In 2001, City Council appointed a citizen based Ethics Commission. The Commission's work initially focused on implementing Resolution R-01-1789, however, in February, 2002, City Council rescinded this resolution and approved Ordinance O-02-1322.

This ordinance requires each member of the City Council, including the Mayor, each candidate for membership in the City Council, including the Mayor, each member of the Planning and Zoning Commission, and Zoning Board of Adjustment, who were appointed after the passage of this ordinance, and each applicant for a position on the Planning and Zoning Commission or the Zoning Board of Adjustment, to file a Financial Disclosure and Business Conflict of Interest Report with the City Secretary. This obligation is a continuing obligation and elected and appointed officials must comply with this ordinance until their successors have qualified for the office.

Both Resolution R-01-1789 and Ordinance O-02-1322 have been attached to this agenda briefing.

Attachments

1. Resolution R-01-1789
2. Ordinance O-02-1322

RESOLUTION R-01-1789

**A RESOLUTION OF THE CITY OF COLLEYVILLE, TEXAS STATING THAT
AS A MATTER OF POLICY EACH ELECTED OFFICIAL OR CANDIDATE
FOR CITY OFFICE FILE A FINANCIAL DISCLOSURE STATEMENT AND
BUSINESS CONFLICTS OF INTEREST STATEMENT FOR THE
INDIVIDUAL, THE INDIVIDUAL'S SPOUSE AND MINOR CHILDREN**

WHEREAS, to ensure citizen trust of their elected officials.

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

Sec. 1. THAT as a matter of policy the Mayor and Council and Council Candidates should file a financial disclosure statement that shall include:

- A. The account of financial activity required in this section to file a financial statement must include a statement of financial activity of the individual, individual's spouse and minor children if the individual had actual control over the activity for the year or it is community property.
- B. The account of financial activity consists of:
 - i. A list of sources of occupational income, identified by the employer, or if self-employed, by the nature of the occupation; and
 - ii. Identification by description of all beneficial interests in real property, including but not limited to partnerships and limited real estate partnerships in land located in the areas of Northeast Tarrant County and Denton County defined to include Texas Motor Speedway in the northwest border, Lake Grapevine to the north, Interstate 35 to the west and Interstate 30 to the south and the Dallas and Tarrant County line to the east; and
 - iii. Identification of business entities held or acquired; and

- iv. Identification of a person or other organization from which the individual or the individual's spouse or dependent children received a gift of anything of value in excess of \$250 and a description of each gift, except:
 - a. a gift received from an individual at any time within the second degree by consanguinity or affinity as determined under Subchapter A, Chapter 573 of the Government Code; and
 - b. a political contribution that was reported as required by law; and
 - c. an expenditure required to be reported by a person to be registered under Chapter 305 of the Government Code.
- v. A list of all boards of directors of which the individual is a member and executive positions that the individual holds in corporations, not-for-profit corporations, charitable boards, firms, partnerships or proprietorships, stating the name of each corporation, firm partnership, or proprietorship and position held; and
- vi. Any partnership, joint venture, or other business association in which the City Official and Candidate has an interest.

Sec. 3. THAT disclosure of any bankruptcy whether personal or by a business in which the Mayor, Councilmember or Candidate has a ten percent or more ownership interest or is an officer or on the Board of Directors is required.

Sec. 4. THAT the Mayor, Councilmembers or Candidates for those offices shall disclose any felony indictments or convictions personal to them or of corporations, partnerships, companies or proprietorships, in which they have a ten percent or larger financial interest or are officers or board members, stating the name and position on each corporation, firm, partnership, or proprietorship and the nature of the indictment or felony conviction.

Sec. 5. THAT an Ethics Committee, consisting of five (5) members, will be established by the City Council to review the ethics portion of the Colleyville City Charter and ethics ordinances and resolutions to make recommendations to the City Council.

Sec. 6. THAT the City Manager is directed to create a disclosure form, the first of which is to be filed eight (8) days prior to election to public office and any changes to be filed on January 15 and July 15, of each subsequent year.

Sec. 7. THAT this Resolution shall take effect immediately upon passage.

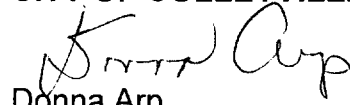
AND IT IS SO RESOLVED.

Passed by a vote of 5 ayes, 0 nays, and 0 abstentions on the 14th day of April, 2001.

ATTEST:


Cynthia Singleton, TRMC
City Secretary

CITY OF COLLEYVILLE


Donna Arp
Mayor

ORDINANCE O-02-1322

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, REQUIRING THE FILING OF A FINANCIAL DISCLOSURE AND BUSINESS CONFLICTS OF INTEREST STATEMENT FOR ELECTED OFFICIALS, CANDIDATES, AND CERTAIN BOARDS AND COMMISSION MEMBERS, ESTABLISHING DEFINITIONS OF TERMS, PROMULGATING REPORTING FORMS, PROVIDING FOR FILING DATES, REPEALING A PRIOR RESOLUTION CONCERNING THE SUBJECT MATTER OF THE ORDINANCE, PROVIDING A PENALTY AND AUTHORIZING PUBLICATION.

WHEREAS, the citizens of the City of Colleyville are entitled to know certain information about candidates for public office, elected officials and members of the Planning and Zoning Commission and the Zoning Board of Adjustment that may influence their decisions or determine whether they can make unbiased decisions; and

WHEREAS, to insure citizen trust of elected and appointed officials of the City,

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

Sec. 1. THAT the terms used in this ordinance shall have the following meaning:

- A. Account of Financial Activity. An "Account of Financial Activity" means and shall consist of:
- (i) A list of sources of occupational income during the reporting period, identified by the employer, the employer's address and position held, or if self-employed, by the nature of the occupation, the business address and position held of the individual, their spouse and those under the individual's financial control; and
 - (ii) Where an individual or those under the individual's financial control own real property or a beneficial interest in a business entity owning real property within the area crosshatched on Exhibit "A" to this ordinance during the reporting period, the account shall list the name in which legal title to the property is held, the nature of ownership interest, the name of the business entity in which a beneficial interest is held (if applicable), the lot, block, subdivision, city and county, or, if the real property is not part of a subdivision, the number of acres and tract, city and county in which the property is located. Further the account shall list each property identification number assigned by the

county appraisal district to the property and by the street address (if available). Further, the account shall list the names and addresses of other persons or business entities which own an interest in the real property. If a business entity is a limited partnership, the name and address of the general partner shall be included; and

- (iii) The name, address and nature of business of any business entity in which the individual or those under the individual's control held or acquired a beneficial interest of 10% or more during the reporting period; and
 - (iv) The name and address of the person, business entity or other organization from which the individual or those under the individual's financial control during the reporting period received a gift of anything of value in excess of \$250.00 and a description of each gift, except (1) gifts received from an individual within the second degree of consanguinity or affinity as determined under sub-chapter B of Chapter 573 of the Government Code; (2) a political contribution that was reported as required by law; and (3) an expenditure required to be reported by a person required to be registered under Chapter 305 of the Government Code; and
 - (v) The name and address of any business entity, non-profit corporation, charitable association, business association or other type of organization in which the individual or those under the individual's financial control were an officer, director, or held another position during the reporting period and a description of the position held.
- B. Bankruptcy. "Bankruptcy" means the filing of a petition, voluntary or involuntary, under Chapter 7, 11 or 13 of the Bankruptcy Code. (Title 11 of the United States Code).
- C. Beneficial Interest. A "beneficial interest" means an ownership of either legal or equitable title and includes any ownership interest held in trust where the individual is either the trustee or the beneficiary of the trust. Where the ordinance refers to a beneficial interest of 10% or more of a business entity it is meant that the individual owns or is entitled to either a legal or equitable interest in 10% or more of the

outstanding stock, membership interest or other indicia of ownership of the business entity.

- D. Business Entity. A "business entity" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized by law through which business or profit is conducted.
- E. Those Under The Individual's Financial Control. "Those under the individual's financial control" means the individual's spouse and dependent children's property or financial interest over which the individual had actual control or where the property was community property during the reporting period.
- F. Reporting Individuals. "Reporting Individuals" means each member of the City Council, including the Mayor, each candidate for membership in the City Council, including the Mayor, each member of the Planning and Zoning Commission and Zoning Board of Adjustment, who are appointed after the passage of this ordinance and each applicant for a position on the Planning and Zoning Commission or the Zoning Board of Adjustment.
- G. Reporting Period. The "reporting period" means the twelve (12) month period immediately preceding the date the Account of Financial Activity is due pursuant to the terms of this ordinance.
- H. Trust. A "trust" means a trust subject to Chapter 9 of the Texas Property Code that owns real property or a beneficial interest in a business entity owning real property within the area crosshatched on Exhibit "A" to this ordinance or where the trust owns a 10% or more beneficial interest in another business entity.

Sec. 2. THAT the Reporting Individuals shall file a report of their Account of Financial Activity for the applicable reporting period.

Sec. 3. THAT the Reporting Individuals shall file a report disclosing the filing of any bankruptcy petition by or against the individual, their spouse, a business entity in which the individual owned a beneficial interest of 10% or more, a business entity in which the individual was an officer or director of the business entity at the time of bankruptcy filing.

- Sec. 4. THAT the Reporting Individuals shall file a report disclosing the filing of any information which charges a misdemeanor involving moral turpitude, a felony indictment, conviction of a misdemeanor involving moral turpitude or conviction of a felony of the individual or of a business entity in which the individual had a 10% or more beneficial interest or where the individual was at the time of the filing or conviction an officer or director of the business entity. The report shall specify the name of the person or business entity charged, the nature of the offense, and if the information or indictment did not result in a conviction, the disposition of the information or the indictment.
- Sec. 5. THAT the disclosures required by Sections 2, 3 and 4 hereof shall be made on the Financial Disclosure and Business Conflict of Interest Forms which are attached hereto, shall be verified as provided therein and shall be filed with the City Secretary on the following dates:
- A. Candidates for membership in the City Council, including the Mayor, who are not currently sitting Council members, shall file within two (2) business days following the date upon which the filing for election for the position for which the individual seeks election is closed.
 - B. Sitting Council members, including the Mayor, shall file on or before twenty (20) days after the passage of this ordinance and on the first business day following January 15 and July 15 each year.
 - C. Applicants seeking appointment to the Planning and Zoning Commission or the Zoning Board of Adjustment shall file within two (2) business days following the end of the application period stated in the official City advertisement for application for the position.
 - D. Sitting members of the Planning and Zoning Commission and the Zoning Board of Adjustment, who are appointed after the passage of this ordinance, shall file on the first business day following January 15 and July 15 of each year.
- Sec. 6. THAT the Reporting Individuals shall have a duty to file supplemental disclosures upon the Financial Disclosure and Business Conflict of Interest Forms which are attached hereto within three (3) business days of an occurrence of any change in the information reflected in the Financial Disclosure and Business Conflict of Interest Forms previously filed by the individual or where said information becomes inaccurate or

incomplete after the reporting period but prior to the conduct of the election at which they seek office or prior to their appointment.

- Sec. 7. THAT the failure to file when due the Financial Disclosure and Business Conflict of Interest Forms, including any supplements required thereto, shall constitute a violation of this ordinance and shall be punishable by a fine not to exceed the sum of \$500.00. It shall be a defense to any prosecution of a violation of this ordinance that within three (3) business days of the due date of any Financial Disclosure and Business Conflict of Interest Form, including any supplements required thereto, the individual filed a Financial Disclosure and Business Conflict of Interest Form in conformity with the provisions of this ordinance.
- Sec. 8. THAT if any section, paragraph, clause or provision of this ordinance for any reason is to be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect the remaining portion of this ordinance and the ordinance shall be read as if such invalid or unenforceable provisions did not exist.
- Sec. 9. THAT upon passage hereof, Resolution R-01-1789 is repealed in its entirety.
- Sec. 10. THAT the City Secretary is hereby authorized and directed to cause publication of a description caption and penalty clause hereof as an alternative method of publication as provided by law.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 15th day of January 2002.

The second reading and public hearing being conducted on the 5th day of February 2002.

ATTEST:



Cynthia Singleton, TRMC
City Secretary

CITY OF COLLEYVILLE



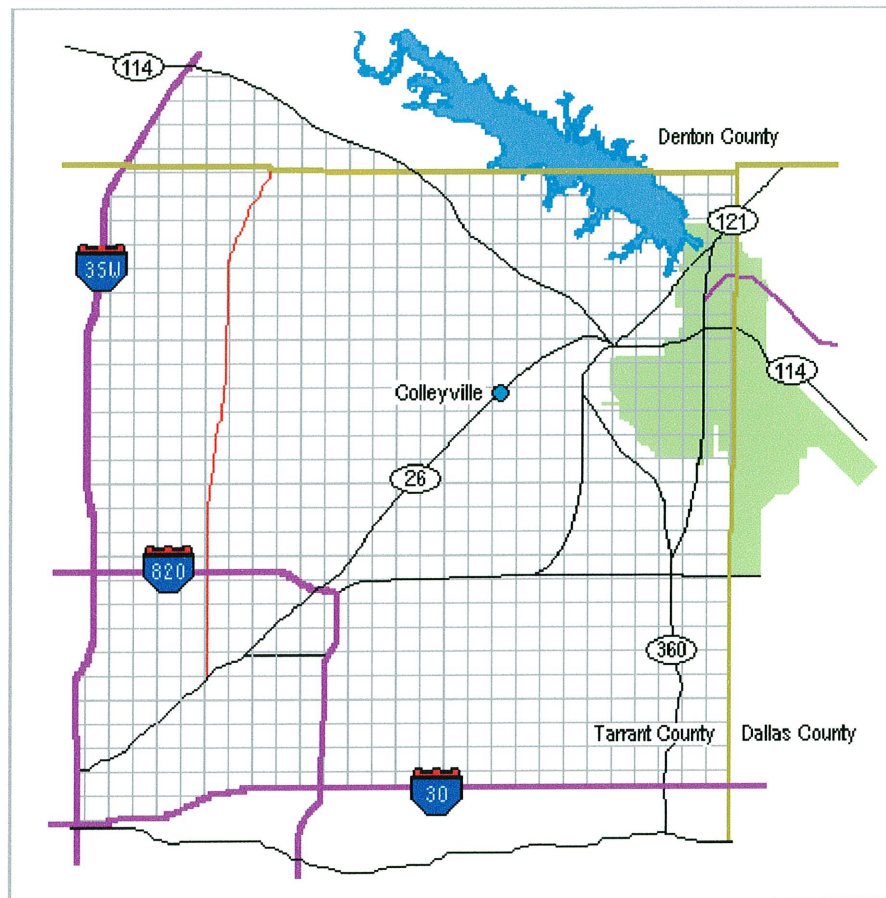
Donna Arp
Mayor

APPROVED AS TO FORM AND LEGALITY:



Ross T. Foster
City Attorney

ORDINANCE NO. 0-02-1322
Exhibit "A"



The crosshatched area is the portion of Tarrant County north of Interstate 30 and east of Interstate 35 W, and that portion of Denton County south of State Highway 114 and east of Interstate 35 W.

Form 1

INITIAL HERE: _____ DATE: _____

DATE: _____

SOURCES OF OCCUPATIONAL INCOME

Form 2

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on FORM 1.

[illegible]

COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY

INITIAL HERE: _____

DATE: _____

INTERESTS IN REAL PROPERTY**Form 3**

Describe all beneficial interests in real property held or acquired by you, your spouse, or a dependent child during the calendar year within the area crosshatched on the map attached to Ordinance 02-1322.
For more information see INSTRUCTION GUIDE

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on Form 1.

1 HELD OR ACQUIRED BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____
2 DESCRIPTION	Lot _____	City _____	
	Block _____	County _____	
	Subdivision _____	Ad Valorem Tax Account Number _____	
	Acres and Tract _____		
3 STREET ADDRESS	STREET ADDRESS, INCLUDING CITY, COUNTY, AND STATE		
☐ NOT APPLICABLE			
4 NAME	LIST THE NAMES AND ADDRESSES OF OTHER PERSONS OR BUSINESS ENTITIES WHICH OWN AN INTEREST IN THE REAL PROPERTY		
☐ INDIVIDUAL			
☐ BUSINESS			
HELD OR ACQUIRED BY	☐ FILER	☐ SPOUSE	☐ DEPENDENT CHILD _____
2 DESCRIPTION	Lot _____	City _____	
	Block _____	County _____	
	Subdivision _____	Advalorem Tax Account Number _____	
	Acres and Tract _____		
3 STREET ADDRESS	STREET ADDRESS, INCLUDING CITY, COUNTY, AND STATE		
☐ NOT APPLICABLE			
4 NAME	LIST THE NAMES AND ADDRESSES OF OTHER PERSONS OR BUSINESS ENTITIES WHICH OWN AN INTEREST IN THE REAL PROPERTY		
☐ INDIVIDUAL			
☐ BUSINESS			

COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY

INITIAL HERE: _____

DATE: _____

Gifts**Form 4**

Identify any person or organization that has given a gift worth more than \$250 to you, or those under your financial control as defined in Ordinance 02-1322. Do not include: 1) expenditures required to be reported by a person required to be registered as a lobbyist under Government Code, Chapter 305, 2) political contributions reported as required by law, or 3) gifts given by a person related to the recipient within the second degree by consanguinity or affinity.

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on Form 1.

¹ RECIPIENT	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
² DONOR	NAME AND ADDRESS
³ DESCRIPTION OF GIFT	
RECIPIENT	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
DONOR	NAME AND ADDRESS
DESCRIPTION OF GIFT	
RECIPIENT	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
DONOR	NAME AND ADDRESS
DESCRIPTION OF GIFT	

COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY

INITIAL HERE: _____

DATE: _____

BOARDS AND EXECUTIVE POSITIONS**Form 5**

This section is for information concerning executive positions and directorship held by you or those under your financial control. For more information see INSTRUCTION GUIDE

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on Form 1.

¹ POSITION HELD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
² ORGANIZATION ☐ NON PROFIT ☐ CHARITABLE ASSOCIATION ☐ BUSINESS ASSOCIATION	ADDRESS
³ POSITION HELD	
POSITION HELD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
ORGANIZATION ☐ NON PROFIT ☐ CHARITABLE ASSOCIATION ☐ BUSINESS ASSOCIATION	ADDRESS
POSITION HELD	
POSITION HELD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
ORGANIZATION	
POSITION HELD	

COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY

INITIAL HERE: _____

DATE: _____

BANKRUPTCIES**Form 6**

Individuals shall disclose any bankruptcy petition by or against the individual, their spouse, a business entity in which the individual owned a beneficial interest of 10% or more, or a business entity in which the individual was an officer or director of the business entity at the time of bankruptcy filing. For more information see INSTRUCTION GUIDE

1 TYPE OF BANKRUPTCY NAME _____	☐ PERSONAL ☐ BUSINESS ☐ N/A ☐ NONE
2 CHAPTER	☐ 7 ☐ 11 ☐ 13
3 IF CHAPTER 7 DID YOU RECEIVE A DISCHARGE	☐ YES ☐ NO
4 IF CHAPTER 11 OR 13 DID YOU COMPLETE A SUCCESSFUL REORGANIZATION	☐ YES ☐ NO

Misdemeanor Involving Moral Turpitude and Felonies

Individuals shall disclose any information which charges a misdemeanor involving moral turpitude, a felony indictment, conviction of a misdemeanor involving moral turpitude or conviction of a felony of the individual or of a business entity in which the individual had a 10% or more beneficial interest or where the individual was at the time of the filing or conviction an officer or director of the business entity.

1 NAME _____ Business or Entity Charged	☐ PERSONAL ☐ BUSINESS
2 TYPE OF INDICTMENT or INFORMATION	
3 NATURE OF OFFENSE	DESCRIPTION
4 DISPOSITION OF INDICTMENT or INFORMATION	

COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY

INITIAL HERE: _____

DATE: _____

INTERESTS IN PARTNERSHIPS, JOINT VENTURES, OR OTHER BUSINESS ASSOCIATIONS

Form 7

Describe all interests in business entities held or acquired by you or those under your financial control as defined in Ordinance 02-1322. For an explanation of "beneficial interest" and other specific directions for completing this section, see INSTRUCTION GUIDE.

When reporting information about a dependent child's activity, indicate the child about whom you are reporting by providing the number under which the child is listed on Form 1.

¹ HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
² DESCRIPTION	NAME AND ADDRESS
³ NATURE OF BUSINESS	
HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
DESCRIPTION	NAME AND ADDRESS
NATURE OF BUSINESS	
HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
DESCRIPTION	NAME AND ADDRESS
NATURE OF BUSINESS	
COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY	

INITIAL HERE: _____

DATE: _____

**PERSONAL FINANCIAL STATEMENT
AFFIDAVIT****Form 8**

The Ordinance 02-1322 requires that the disclosures in the Financial Disclosure and Business Conflict of Interest Forms be verified. The verification page must have the signatures of the Financial Disclosure and Business Conflict of Interest Forms, as well as the signature and seal of a notary public. Without proper verification, the statement is not considered filed. Falsification of information is subject to criminal prosecution under state penal code.

Before me, the undersigned authority, personally appeared _____
who, after being duly sworn upon their oath deposed and stated as follows:

"My name is _____ and I hereby submit for filing pursuant to
Ordinance No. 0-02-1322 of the City of Colleyville, the attached Financial Disclosure and Business Conflict
of Interest Forms. I have personal knowledge of all information contained in said forms and all information
contained in the forms is true and correct."

"Further, all of the information contained in the forms is complete. There is no information that has
been withheld or not disclosed which is responsive to or required to be disclosed by the forms."

Affiant

Sworn to and subscribed before me, this the _____ day of _____ 20____.

Notary Public, State of Texas

INITIAL HERE: _____

DATE: _____



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-5

Agenda Date 10/15/2013

Type Pre Council

Department City Secretary

Title

Discussion of the use of art to enhance public spaces

Explanation

At the request of Mayor Pro Tem Taylor, this item is provided for discussion of the use of art to enhance public places.

Staff has included an attachment with information from the Randolph Rose Collection whose retail collection includes bronze sculptures, fountains, and statuary.

Attachments

1. Randolph Rose Collection



Randolph Rose Collection

Your Premier Source for the Finest Bronze Sculptures, Fountains & Statuary

Published on *The Randolph Rose Collection* (<http://randolphrose.com>)

To Order Now

800-462-5851

Info@RandolphRose.com

I Love My Country

39"L x 61"W x 71"H

Regular Price: \$16,000.00

Your Price: \$12,800.00



Additional views





City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-6

Agenda Date 10/15/2013

Type Pre Council

Department City Secretary

Title

Discussion of the distribution of agenda packets for public meetings

Explanation

At the request of Mayor Pro Tem Mike Taylor, this item is provided for discussion.

Currently, staff prepares and distributes City Council meeting agenda packets as PDF documents that are emailed to the City Council. Staff also prepares two black and white hard copies of each City Council packet, as well as an FTP link for the meeting agenda packets, which directs users directly to the document via a link.

The following is an example of a FTP link:

<ftp://publicdocs.colleyville.com/2013-10-02%20City%20Council%20Agenda%20Packet.pdf>

For Planning and Zoning Commission meetings, staff prepares and distributes color hard copies of the meeting agenda packets directly to Commissioners. A PDF version of the packet is also emailed to the Commissioners and City Council.

For the Zoning Board of Adjustment/Sign Board of Appeals, staff prepares and distributes the meeting agenda packets as PDF documents that are emailed to the Boards and City Council. At the request of Board members, black and white hard copies of the packet are provided at the meeting.

Staff seeks direction on the City Council's preference for agenda packet distribution.

Attachments



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-7

Agenda Date 10/15/2013

Type Pre Council

Department Finance

Title

Presentation of the Monthly Financial Report - September 2013

Explanation

General Fund

The Monthly Financial Report for September reflects year-to-date revenues and expenses through the end of September, however, the financial statements will not be final until all year-end entries and adjustments have been made and reviewed by the auditors.

The percentage of current year taxes collected for Fiscal Year 2013 was 99.34%, a slight decrease from last fiscal year's collection rate of 99.38%. Sales tax revenue received in September 2013 was up 3.85% from the revenues reported for the same time period last year. Year to date General Fund sales tax revenue is up 8.63% or \$200,917. Per governmental accounting rules, sales tax revenue received in October 2013 and November 2013 is recorded as FY 2013 revenue. The October sales tax is included, however, November numbers are not reflected in the attached report. Eight new residential building permits were issued in September, bringing the total number of permits issued this fiscal year to 103 compared to 155 issued last fiscal year. Ambulance collections exceeded budget by 6.89%. Colleyville Center also finished the fiscal year ahead of budget by 7.3%. The average amount expended by the General Fund departments at the end of September is 96.83% of the total appropriation, versus 97.42% which was projected to be spent.

Utility Fund

Water usage decreased as compared to the amount sold through September 2012. The average amount expended by the Utility Fund departments at the end of September is 98.32% of the total appropriation, versus 98.70%, which was projected to be spent.

Attachments

1. September 2013 Monthly Financial Report

MONTHLY FINANCIAL REPORT - SEPTEMBER 2013

GENERAL FUND		RECEIVED	PROJECTED	RECEIPT VS	RECEIVED	PERCENT
REVENUE SOURCE	FY 2013	AS OF	AS OF	PROJECTED	AS OF	CHANGE OVER
	BUDGET	9/30/2013	9/30/2013	INCR (DECR)	9/30/2012	PRIOR YEAR
Current Taxes	\$10,825,606	\$10,841,219	\$10,825,606	0.14%	\$10,622,072	2.06%
Delinquent Taxes	72,000	67,864	72,000	-5.74%	105,989	-35.97%
Penalty & Interest	63,000	72,926	63,000	15.76%	83,207	-12.36%
TOTAL AD VALOREM TAXES	\$10,960,606	\$10,982,009	\$10,960,606	0.20%	\$10,811,267	1.58%
Oncor Electric	\$840,000	\$891,771	\$840,000	6.16%	\$1,024,876	-12.99%
Tri-County Electric	115,000	100,229	115,000	-12.84%	118,281	-15.26%
Atmos Gas	335,000	289,708	335,000	-13.52%	333,098	-13.03%
AT&T	85,000	83,482	85,000	-1.79%	86,852	-3.88%
Verizon/Others	75,000	85,565	75,000	14.09%	82,212	4.08%
Refuse/Recycling	145,800	156,478	145,800	7.32%	146,181	7.04%
Cable TV	378,000	467,498	378,000	23.68%	415,963	12.39%
TOTAL FRANCHISE TAXES	\$1,973,800	\$2,074,730	\$1,973,800	5.11%	\$2,207,461	-6.01%
Sales Tax	\$2,675,000	\$2,760,180	\$2,675,000	3.18%	\$2,545,266	8.44%
Mixed Beverage Tax	67,000	68,592	67,000	2.38%	65,808	4.23%
TOTAL SALES TAX	\$2,742,000	\$2,828,772	\$2,742,000	3.16%	\$2,611,074	8.34%
Building	\$485,768	\$525,724	\$485,768	8.23%	\$706,421	-25.58%
Plumbing	48,680	57,748	48,680	18.63%	78,329	-26.27%
Mechanical	28,868	40,560	28,868	40.50%	48,621	-16.58%
Electrical	37,568	50,062	37,568	33.26%	68,491	-26.91%
City License	37,372	41,210	37,372	10.27%	45,917	-10.25%
Building Plan Review Fee	55,207	102,006	55,207	84.77%	118,622	-14.01%
New Business	3,372	5,781	3,372	71.44%	5,689	1.62%
Sign Permit	5,463	7,070	5,463	29.42%	6,884	2.70%
Fence Permit	3,500	4,800	3,500	37.14%	5,050	-4.95%
Fire Permits	6,500	6,350	6,500	-2.31%	8,975	-29.25%
Irrigation Permit	13,660	15,438	13,660	13.02%	19,547	-21.02%
TOTAL LICENSES & PERMITS	\$725,958	\$856,748	\$725,958	18.02%	\$1,113,123	-23.03%
Fines	\$795,000	\$776,178	\$795,000	-2.37%	\$906,668	-14.39%
Alarm Fees	52,000	50,791	52,000	-2.32%	52,948	-4.07%
Library Fines	20,969	26,577	20,969	26.74%	24,922	6.64%
TOTAL FINES	\$867,969	\$853,546	\$867,969	-1.66%	\$984,537	-13.30%

MONTHLY FINANCIAL REPORT - SEPTEMBER 2013

REVENUE SOURCE	FY 2013 BUDGET	RECEIVED AS OF 9/30/2013	PROJECTED AS OF 9/30/2013	RECEIPT VS PROJECTED INCR (DECR)	RECEIVED AS OF 9/30/2012	PERCENT CHANGE OVER PRIOR YEAR
Re-zoning	\$7,500	\$8,523	\$7,500	13.63%	\$11,635	-26.75%
Plat Fee/Site Plan	4,000	12,870	4,000	221.75%	7,410	-73.68%
Board of Adjustment	1,250	2,250	1,250	80.00%	3,125	-28.00%
Sale of Material	100	104	100	3.90%	105	-1.42%
Weed Mowing	6,500	6,872	6,500	5.72%	7,900	-13.01%
Ambulance	275,000	293,957	275,000	6.89%	319,796	-8.08%
Recreation Program	145,000	173,307	145,000	19.52%	199,391	-13.08%
Non-Resident Fee Parks	36,570	35,838	36,570	-2.00%	36,644	-2.20%
Field Use Charge	22,500	20,575	22,500	-8.56%	22,110	-6.94%
Engineering & Inspection	0	48,453	0	100.00%	12,424	289.99%
Colleyville Center Rental	230,000	246,798	230,000	7.30%	230,329	7.15%
Lot Drainage Insp Fee	16,875	13,375	16,875	-20.74%	20,000	-33.13%
TOTAL CHARGES FOR SERVICE	\$745,295	\$862,920	\$745,295	15.78%	\$872,290	-1.07%
SRO Officer Reimb	\$89,792	\$94,282	\$89,792	5.00%	\$89,793	5.00%
Keller Court	\$216,980	\$216,980	\$216,980	0.00%	\$0	100.00%
TOTAL INTERGOVERNMENTAL	\$306,772	\$311,262	\$306,772	1.46%	\$89,793	246.64%
Sale of Surplus Property	\$10,000	\$0	\$0	0.00%	\$12,969	-100.00%
Interest Income	35,000	34,806	35,000	-0.55%	43,904	-20.72%
Miscellaneous	54,000	77,220	54,000	43.00%	66,074	16.87%
Use of Available Cash	1,000,000	446,161	446,161	0.00%	0	100.00%
Antenna Lease	70,040	70,513	70,040	0.68%	70,040	0.67%
TOTAL MISCELLANEOUS	\$1,169,040	\$628,701	\$605,201	3.88%	\$192,988	225.77%
Transfer from Utility Fd	\$956,469	\$1,049,222	\$956,469	9.70%	\$1,081,868	-3.02%
TOTAL TRANSFERS	\$956,469	\$1,049,222	\$956,469	9.70%	\$1,081,868	-3.02%
TOTAL GENERAL FUND REVENUES	\$20,447,909	\$20,447,909	\$19,884,070	2.84%	\$19,964,401	2.42%

MONTHLY FINANCIAL REPORT - SEPTEMBER 2013

	FY 2013 BUDGET	THROUGH 9/30/2013	THROUGH 9/30/2012	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
% OF CURRENT TAX ROLL COLLECTED	99.0%	99.34%	99.38%	-0.04%	-0.04%
RESIDENTIAL BLDG PERMITS	132	103	155	(52)	-33.55%
COMMERCIAL BLDG PERMITS	7	6	7	(1)	-14.29%
CITATIONS ISSUED	11,750	11,766	11,980	(214)	-1.79%

GENERAL FUND EXPENSES

	FY 2013 BUDGET	EXPENDED THROUGH 9/30/2013	YEAR-TO-DATE PROJECTED EXPENDITURES	% OF BUDGET EXPENDED	BUDGET REMAINING
City Council	\$203,306	\$183,708	\$196,425	90.36%	\$19,598
City Manager	600,530	574,706	578,684	95.70%	25,824
City Secretary	319,696	306,782	308,850	95.96%	12,914
Finance	434,896	418,757	427,981	96.29%	16,139
Legal	130,460	159,971	159,971	122.62%	(29,511)
Engineering	393,139	390,769	391,624	99.40%	2,370
Economic Development	379,692	314,202	325,914	82.75%	65,490
Building Inspection	307,617	282,695	287,204	91.90%	24,922
Community Development	238,064	202,021	206,454	84.86%	36,043
Fire	4,113,285	4,111,180	4,112,502	99.95%	2,105
Police	4,197,317	4,186,837	4,196,604	99.75%	10,480
Parks	1,388,218	1,202,176	1,202,510	86.60%	186,042
Recreation	309,175	247,251	255,921	79.97%	61,924
Senior Center	51,328	26,691	26,995	52.00%	24,637
Street Maintenance	3,340,996	3,286,088	3,314,729	98.36%	54,908
Library	717,534	697,007	702,279	97.14%	20,527
Communications	142,676	138,685	139,344	97.20%	3,991
Colleyville Center	382,537	368,336	371,227	96.29%	14,201
Human Resources	237,510	221,705	224,106	93.35%	15,805
Municipal Court	411,805	409,433	411,659	99.42%	2,372
Fleet Maintenance	227,322	214,367	215,388	94.30%	12,955
Building Services	325,559	265,280	268,831	81.48%	60,279
Information Services	757,927	754,682	757,262	99.57%	3,245
Capital Equipment Reserve	231,000	231,000	231,000	100.00%	0
Strategic Initiatives Fund Transfer	200,000	200,000	200,000	100.00%	0
Performance Pay	402,751	402,751	402,751	100.00%	0
TOTAL EXPENSES	\$20,444,340	\$19,797,079	\$19,916,214	96.83%	\$647,261

MONTHLY FINANCIAL REPORT - SEPTEMBER 2013

UTILITY FUND

REVENUE SOURCE	FY 2013 BUDGET	RECEIVED AS OF 9/30/2013	PROJECTED AS OF 9/30/2013	RECEIPT VS PROJECTED INCR (DECR)	RECEIVED AS OF 9/30/2012	PERCENT CHANGE OVER PRIOR YEAR
Water Sales	\$9,361,814	\$9,807,990	\$9,361,814	4.77%	\$9,268,384	5.82%
Sewer Sales	2,884,565	3,066,154	2,884,565	6.30%	2,786,789	10.02%
Sewer Installation	7,000	10,700	7,000	52.86%	14,800	-27.70%
Water Installation	21,000	25,470	21,000	21.29%	30,550	-16.63%
Sewer Tie-on Charges	5,000	0	5,000	-100.00%	1,500	0.00%
Engineering Charges	5,000	24,565	5,000	391.30%	8,473	189.91%
Penalties	183,696	191,784	183,696	4.40%	208,850	-8.17%
Miscellaneous	13,000	17,275	13,000	32.88%	14,395	20.01%
TOTAL OPERATING INCOME	\$12,481,075	\$13,143,938	\$12,481,075	5.31%	\$12,333,740	6.57%
Interest Income	\$20,300	\$15,394	\$20,300	-24.17%	\$27,854	-44.73%
TOTAL NON-OPERATING INCOME	\$20,300	\$15,394	\$20,300	-24.17%	\$27,854	-44.73%
TOTAL INCOME	\$12,501,375	\$13,159,332	\$12,501,375	5.26%	\$12,361,594	6.45%

	THROUGH 9/30/2013	THROUGH 9/30/2012	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
GALLONS OF WATER SOLD	2,476,519,060	2,634,110,300	(157,591,240)	-5.98%
NUMBER OF WATER CUSTOMERS	9,396	9,285	111	1.20%

UTILITY FUND EXPENSES

	FY 2013 BUDGET	EXPENDED THROUGH 9/30/2013	YEAR-TO-DATE PROJECTED EXPENSES	% OF BUDGET EXPENDED	BUDGET REMAINING
Billing	382,501	343,923	\$355,358	89.91%	38,578
Operations	9,414,733	9,157,937	9,286,281	97.27%	256,796
Utility Support	661,488	661,253	661,431	99.96%	235
Debt Service	827,824	823,430	823,430	99.47%	4,394
Performance Pay	28,470	28,470	28,470	100.00%	0
Interfund loan repayment	44,286	44,286	44,286	100.00%	0
Transfer to General Fund	956,469	\$1,049,222	956,469	109.70%	(92,753)
TOTAL EXPENSES	\$12,315,771	\$12,108,522	\$12,155,726	98.32%	\$207,249



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-8

Agenda Date 10/15/2013

Type Pre Council

Department City Secretary

Title

Discussion of the October 15, 2013, City Council regular agenda items



City of Colleyville City Council Agenda Briefing

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

Agenda Number 1

Agenda Date 10/15/2013

Type Executive Session

Department City Secretary

Title

Section 551.071 - Legal - Consultation with attorney on legal issues raised by public hearing or action items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding pending litigation - Moxie Pest Services - Dallas, LLC v. City of Colleyville

Section 551.071 - Legal - Consultation with attorney regarding solicitor ordinance

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

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

Attachments

RESOLUTION R-13-3680

**A RESOLUTION APPROVING CITY COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF OCTOBER 15, 2013**

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 the following actions of the City Council are hereby adopted and approved:

a. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS
ON THIS THE 15TH DAY OF OCTOBER 2013.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 3

Agenda Date 10/15/2013

Type Announcements, Proclamations and Presentations

Department City Secretary

Title

In recognition of service to a City Board, Commission, or Committee

In recognition of Colleyville's featured businesses - Walgreens #4085, 4403 Colleyville Boulevard, Leslie Ramirez, Store Manager and Walgreens #4634, 3830 Glade Road, Jackie O'Shea, Store Manager - Mayor David Kelly and Economic Development Director Marty Wieder

Recognition of Wellness Champion Nominees

Attachments

1. In recognition of service to a City Board, Commission, or Committee
2. 2013 Wellness Champion Nominees

IN RECOGNITION OF SERVICE TO A CITY BOARD, COMMISSION, OR COMMITTEE

Timothy Mark Kelso

Colleyville Economic Development Corporation
October 2011 – September 2013

Carel Tornes

Colleyville Economic Development Corporation
September 2009 – September 2013

Steve Burak

Historical Preservation Committee
December 2011 – September 2013

David Dudziak

Planning and Zoning Commission
Capital Improvement Advisory Committee
Park Land Dedication Committee
May 2004 – September 2013

Melissa Orlando

Library Board
September 2011 – September 2013

Brian Loftus

Metroport Teen Court Advisory Board
September 2012 – September 2013

Dorothy Parker

Senior Center Advisory Committee
September 2007 – September 2013

City of Colleyville
2013 Wellness Champion Award
Recognition of Nominees

CINDY APPLEBY

Library

LANCE LINDLEY

Fire

ROBERT LYNCH

Public Works

ROBERT MCKEOWN

Fire

RESOLUTION R-13-3681

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF OCTOBER 15, 2013

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

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

Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:

- a. Approval of the minutes of the regular City Council meeting of October 2, 2013
- b. Approval of a construction contract with North Texas Contracting, Inc., for the paving and drainage improvement - Jackson and Cheek-Sparger intersection, in an amount not to exceed \$1,932,126, and authorize the city manager to execute the contract
- c. Approval of a contract with Halff Associates, Inc., for the Comprehensive Plan Update, in an amount not to exceed \$249,850, and authorize the city manager to execute the contract
- d. Approval of an Interlocal Agreement and funding for the Metroport Teen Court Program
- e. Approval of Service Agreements between the City of Colleyville and Trane Service Group, through the Texas Cooperative Purchasing Network (TCPN) to provide for year three of a five year agreement for the inspection, maintenance, and repair of the HVAC systems in the Colleyville City Hall, Colleyville Public Library, and Colleyville Justice Center in an amount not to exceed \$60,550.32

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS
ON THIS THE 15TH DAY OF OCTOBER 2013.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor



City of Colleyville City Council Minutes - Draft

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

Wednesday, October 2, 2013

City Council Chambers

Mayor David Kelly called the Pre Council meeting of the Colleyville City Council to order on October 2, 2013, at 5:32 p.m.

ROLL CALL: Mayor David Kelly, Mayor Pro Tem Mike Taylor and Councilmembers Carol Wollin, Chuck Mogged, Stan Hall, Jody Short, and Tom Hart.

City Manager Jennifer Fadden, Assistant City Manager and Chief Financial Officer Terry Leake, Police Chief Mike Holder, Captain Robert Hinton, Fire Chief Brian Riley, Economic Development Director Marty Wieder, Parks and Recreation and Library Director Mary Rodne, Human Resources Director Michelle Reyes, Colleyville Center Manager Leslie Hill, City Engineer Jeremy Hutt, Project Engineer Dale Crown, Management Analyst James Hubbard, Finance Manager Karen Hines, Community Development Director Ron Ruthven, Communications and Marketing Director Mona Gandy, Parks Superintendent Tim Hightshoe, Strategic Services Manager Adrienne Lothery, Information Systems Manager Chris Pena, City Attorney Matthew Boyle, and City Secretary Amy Shelley.

PC-1 Presentation and discussion of SH26/Colleyville Boulevard

City Engineer Jeremy Hutt presented this item and briefed the City Council.

Councilmember Mogged questioned staff regarding the enhancement funding of \$1.59 million. Engineer Hutt stated it cannot be used in the extension of the roadway, but it can be used in the parkway, and for some amenities. City Manager Jennifer Fadden further explained there was a service transportation enhancement grant for the funding of a trail on both sides of Colleyville Boulevard for the entire length of the roadway.

Mayor Kelly questioned staff regarding the original funding and the left over dollars, what happened to the \$4 million of new funding? City Manager Jennifer Fadden stated that during the worksession held on September 16, NCTCOG stated the funding was in the project. She added the current project came in about 10 percent higher than the cost estimates; therefore some of that extra funding is actually going toward it.

Mayor Pro Tem Taylor stated the Grapevine portion was stopping at Pool/Brumlow and that was stated in the Memorandum of Understanding.

Mayor Kelly stated the funding had always been in place from Brumlow to Hall-Johnson Road, with the TIF funding from the City. There was further discussion between Mayor Kelly and Mayor Pro Tem Taylor regarding the project and funding.

Mayor Kelly stated the funds have been allocated, but the accounting has not been reported. City Manager Jennifer Fadden stated staff can acquire a cost accounting report for the SH26 project.

Mayor Pro Tem Taylor stated moving it to the central business district (CBD) is in the best interest of the City. He stated the focus should be from Brown Trail and to the north.

Mayor Pro Tem Taylor stated widening the medians and not affecting the business owners and building the corridor to the width established in the matrix of four lanes, makes sense for economic development.

Councilmember Short stated moving the section to the CBD makes more sense.

Mayor Kelly stated Phase II will be south of Brown Trail to north of Hall-Johnson, therefore, the second option to consider is rather SH26 will be constructed as four lanes with a wider median, or six lanes with a smaller median.

Councilmember Mogged questioned staff regarding if there are any maintenance costs, in the budget, for the medians. City Manager Jennifer Fadden replied no.

Councilmember Mogged stated that is something to consider, especially since there is no budget for such.

Mayor Kelly stated the medians could be grass only instead of landscaped for a lesser cost.

City Engineer Hutt replied the landscaped areas would be more for the four lane scenario. He added staff does not recommend the fully landscaped, heavily dense medians, only pockets of dense landscaping. He stated for the majority, they will be landscaped, but not dense.

Councilmember Mogged questioned City Council regarding the cost the City is willing to spend on the maintenance of the medians. Mayor Kelly stated it will depend on the visual you want while driving through Colleyville. He stated the budget can always be determined later.

Mayor Pro Tem Taylor stated Colleyville Boulevard is the only commercial corridor and life-line for the future commercial tax based businesses. He stated the citizens are not going to criticize a beautifully landscaped corridor. He stated we need to try and make a visual presentation.

Councilmember Mogged stated maybe the landscaping could be phased in, rather than doing it all at once.

Councilmember Hart questioned staff regarding whether economic development would benefit from a six lane versus a four lane roadway. Economic Development Director Marty Wieder replied the presentation, as it corresponds to the existing properties, will be enhanced. He stated a four lane roadway invites businesses or people to come and stay here.

Councilmember Hall stated we want this to look like Colleyville versus a race track through Colleyville. He stated he likes the four lane option, with as much landscaping as we can afford.

Mayor Pro Tem Taylor stated there are a lot of visual aspects that are not going to require a maintenance cost.

Councilmember Wollin stated being in favor of the four lane option since it seems to be more calm and inviting.

Councilmember Short stated not liking a six lane being characterized as a raceway. He stated the number of lanes does not dictate a raceway.

Mayor Kelly stated there is a different perspective with the more expansive roadway.

Councilmember Wollin stated four lanes are more welcoming.

Councilmember Hall stated there is currently a lot of traffic, during the rush hour.

Councilmember Wollin stated having a concern for the cut-through for the medians.

Mayor Kelly stated there is still some openness to look at that, as long as it meets the intersection need.

Mayor Pro Tem Taylor stated he would like to see this as the opportunity for City Council to use the best option to move forward. He stated there has been a lot of effort to become business friendly.

Councilmember Wollin stated it will be in keeping with the rural feel, with the trees and grass.

Councilmember Mogged stated the operating costs will give us the community feel and will save us money on the same project.

Mayor Kelly stated the annual maintenance cost will have to be worked into the budget.

Councilmember Hart stated this is being put together as we can do so.

Councilmember Mogged stated the four lane option versus the six lane option seems to be the way to go.

Councilmember Short stated he is struggling with the concept of the narrowing of the roadway through the central part of town.

Mayor Kelly stated this will help with the transitioning between the communities. He stated no one can tell the difference between Southlake and Keller on FM1709 because the roadway looks the same.

Councilmember Short questioned staff regarding how much more capacity is out there, and what is the timeline in which we would want to add the third lane? City Manager Jennifer Fadden stated NCTCOG estimates the developed area for this region is one percent of traffic growth, per year, but that SH26 is declining.

Councilmember Short questioned staff regarding how much of traffic is estimated to be generated with economic development. City Manager Jennifer Fadden replied it will depend on the type of commercial business and that the most available, undeveloped land is located at John McCain Road.

Mayor Pro Tem Taylor stated there would still be four lanes at the Cheek-Sparger Road intersection because of the sharing of the roadway with Hurst.

Councilmember Short questioned staff where the traffic counts were taken. City Manager Jennifer Fadden stated between Tinker and Hall-Johnson Road.

Mayor Pro Tem Taylor stated the ability to expand is still an option, for the future.

Councilmember Mogged questioned Councilmember Short regarding his concern for the four lane option versus the six lane option in the CBD. Councilmember Short replied it will be a challenge to make it look right with six lanes, but that the four lanes will not fix that corridor, especially since the traffic counts to the south have been higher than the traffic counts to the north.

Mayor Pro Tem Taylor stated the transportation and infrastructure improvements made in the region help with the interior collectors such as SH26.

Mayor Kelly stated the intersections are where the traffic bogs down.

Councilmember Short stated he wants City Council to decide and look at all of the options, with eyes wide open, considering the future development and with traffic

counts. He stated he would hate to decide on four lanes, and then three years later decide six lanes are needed.

Mayor Pro Tem Taylor stated SH26 may back up during the rush hour, however, it does not back up any other time. Mayor Kelly concurred.

Mayor Kelly stated funding is available from Brown Trail to Hall-Johnson Road, Phase II.

Councilmember Mogged questioned City Council regarding if we need to look at the different sections of the roadway, maybe where it might need six lanes versus only four lanes. Mayor Kelly stated it will depend on the look with the connectivity through the community.

Engineer Hutt explained there will be dedicated left and right turn lanes where necessary; however there will not be a third through lane on top of the turn lanes.

Councilmember Short questioned staff regarding the capacity that is added to the intersection. Engineer Hutt replied it will be to the turn lanes, not the through lanes.

Mayor Pro Tem Taylor stated this will allow the straight through traffic to continue to flow, which will work.

Councilmember Hall questioned staff if it would be possible to have a smaller middle median and move it to the outside section of the roadway, that way the median can be used for expansion. Mayor Kelly stated it will interrupt the businesses to do the construction for any expansion.

Councilmember Hall stated there had been talks about side roadways along SH26 to allow for outdoor cafes and such. Engineer Hutt replied it will cost more because of the internal infrastructure included in the outside lanes.

Mayor Kelly questioned staff regarding job site location. Engineer Hutt replied it will be better to have the job site in place, and negotiate the location once, rather than to renegotiate a location.

Mayor Kelly questioned staff regarding the tax percentage allocated. City Manager Jennifer Fadden replied about 10 percent.

Councilmember Hall questioned staff regarding the tax anticipation note. Assistant City Manager/Chief Financial Officer Terry Leake replied it is a bond issuance done through the TIF that will give the source of payment. She stated by state law a tax anticipation note will have a duration of seven years or less.

Councilmember Hall questioned staff regarding who pays for this note. Assistant City Manager/Chief Financial Officer Terry Leake replied the taxes from the TIF.

Mayor Kelly questioned City Council regarding if they want to look at making this a two phased project, knowing that Phase II will be short on funding, or a three phased project, with Phase II funded, and look at getting Phase III done in the future, at a possible higher cost.

City Manager Jennifer Fadden stated the project has to go through the modification process, and TxDOT stated City Council has to commit the funding by October 24.

Mayor Pro Tem Taylor questioned Mayor Kelly regarding what is Phase III. Mayor Kelly stated it would be Hall-Johnson Road to John McCain Road.

Mayor Pro Tem Taylor stated we are now building the state's road, which is their asset.

Mayor Kelly stated the ideas of transportation funding have changed. He stated we now have the ability to have funding partners, and it may be difficult to get the funding in the future.

Councilmember Hall questioned staff regarding what is left unfunded. Engineer Hutt replied \$8.5 million.

Mayor Kelly stated he firmly believes in getting the roadway connected.

Engineer Hutt replied if some of the funding is used to extend the current project to Tinker Road, with all of the intersections to be completed, \$5 million would be needed.

Mayor Kelly stated it can be viewed as an expense or an investment. He stated Phase III can be worked up later, at an additional cost. City Manager Jennifer Fadden concurred.

Councilmember Hall stated a decision could be made at the next City Council meeting on October 15.

Councilmember Hall questioned Mayor Kelly regarding if the state will change its mind on transportation funding. Mayor Kelly replied it is a funding play with almost 80 communities fighting for the same dollars.

Councilmember Short stated not all of those other communities have invested \$5 million and have a Memo of Understanding. He stated he would hope the Memo would keep Colleyville in the front of the line.

Councilmember Hart stated the south end of town has to be considered by the state, at some point, for the connection. He stated he believes this will have to be done in phases, and in the future, there may be other funds available. He added there is already a huge amount of money carved out for the Glade Road project.

Councilmember Hall stated if the project amount is accurate, there is only \$3 million unfunded.

Mayor Kelly stated there are other counties in which the funds will be spread about because of the balance of allocations.

Mayor Pro Tem Taylor stated there becomes a point where we have to ask if we want to keep putting money into someone else's asset.

Councilmember Hall stated Colleyville benefits from this roadway and its improvements.

Mayor Kelly stated for the next meeting, we can discuss the capacity of the tax incentive/notes and the funding of those; and if there is an opportunity for the pass through, and how that may look, and if it may help us.

Councilmember Short stated there may be other monies available from other funding sources to help fill in this gap. Mayor Kelly stated there is no more money, currently, according to NCTCOG.

Mayor Kelly stated the decision is that there are three additional funding sources that will get the project to a certain length, which will leave an unfunded part of Colleyville Boulevard which will not be renewed, therefore do we want to go with a) go as far as we can with identified sources, and know there will be a section of 4,500 feet of unimproved roadway, or b) have some funding scenarios that can be used to fill in that gap.

Councilmember Mogged questioned staff regarding if the actual traffic counts for Hall-Johnson Road to Tinker Road can be verified. Engineer Hutt replied not knowing if TxDOT has those historical numbers.

PC-2 Presentation and update on the Cheek-Sparger Road and Bedford Road/Court Intersection Improvement Project

Mark Goode III, PE, Kimley-Horn, presented an update on the Cheek-Sparger Road and Bedford Road/Court intersection improvement project.

Mayor Pro Tem Taylor questioned Mr. Goode regarding the six foot grade. Mr. Goode explained the six foot grade is needed for the transition areas with the variations in speed control.

Councilmember Mogged questioned Mr. Goode regarding the sidewalks and trails, are they currently in the right-of-way? Mr. Goode replied yes.

Councilmember Mogged questioned staff regarding if the remaining portion of the trail could be incorporated in this design versus waiting until later. Engineer Hutt replied any additional City add-ons would require an amendment to the City-Developer Agreement to compensate the developer. Mr. Randy Johnson, Development Manager for Cirrus Health, added the developer would have to go back to the bank and renegotiate the loan, if this was added. He stated there are still some questions regarding the placement with the trail. He stated the roundabout has to be finalized before the developer can move forward with the remainder of the project.

Engineer Hutt stated there are some items which will not be included in this roundabout, such as sidewalks between the crosswalks, street lighting, pavers in the parkway, and center island landscaping.

Councilmember Short questioned Mr. Goode regarding if there will be any lighting installed. Mr. Goode replied yes, but it will be the standard lighting versus the upgraded lighting. Engineer Hutt concurred.

Mayor Kelly questioned staff regarding the placement of pavers. Engineer Hutt stated the pavers were installed from the trail to the back of the curb at the John McCain and Pleasant Run Road roundabout.

Councilmember Short questioned staff regarding if there will be grass in the center island. City Manager Jennifer Fadden explained it will not be irrigated.

Mayor Pro Tem Taylor questioned staff regarding if the irrigation could be sleeved for future installation. Engineer Hutt replied yes.

Mayor Kelly questioned Mr. Johnson regarding the remainder of the project. Mr. Johnson replied they would like to submit for the permit by the beginning of next year.

Councilmember Hall questioned staff regarding how long Bedford Road would be closed. Engineer Hutt stated they have not estimated that time, however, Jackson Road was scheduled for 60 days, and that he would anticipate somewhere around the same timeframe.

Councilmember Hall stated it will interfere with Covenant Christian Academy. City Manager Jennifer Fadden stated it will likely be when school is out.

PC-3 Update and discussion regarding the 2014 citizen survey methodology

Mayor Kelly explained this item will have to be heard at the next City Council meeting on October 15.

PC-4 Discussion of Ordinance O-02-1322

Mayor Kelly explained this item will have to be heard at the next City Council meeting on October 15.

PC-5 Discussion of the October 2, 2013, City Council regular agenda items

Mayor Kelly explained he would be moving agenda item 7a up to be heard after the consent agenda items.

Mayor Kelly adjourned the Pre Council meeting at 7:22 p.m.

The regular meeting of the Colleyville City Council was called to order by Mayor Kelly at 7:48 p.m.

ROLL CALL: Mayor David Kelly, Mayor Pro Tem Mike Taylor and Councilmembers Carol Wollin, Chuck Mogged, Stan Hall, Jody Short, and Tom Hart.

City Manager Jennifer Fadden, Assistant City Manager and Chief Financial Officer Terry Leake, Police Chief Mike Holder, Captain Robert Hinton, Fire Chief Brian Riley, Economic Development Director Marty Wieder, City Engineer Jeremy Hutt, Community Development Director Ron Ruthven, Parks Superintendent Tim Hightshoe, Strategic Services Manager Adrienne Lothery, Information Systems Manager Chris Pena, City Attorney Matthew Boyle, and City Secretary Amy Shelley.

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

Section 551.071 - Legal - Consultation with attorney on legal issues raised by public hearing or action items on the agenda

Section 551.071 - Legal - Consultation with attorney regarding solicitor ordinance

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

Section 551.087 – Economic Development - Discuss or deliberate regarding commercial or financial information that the City has received from business prospects that 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

Mayor Kelly explained the Executive Session had been called in accordance with the Texas Government Code, Chapter 551, Subchapter D, Section 551.071, Legal, Section 551.072, Real Estate, and Section 551.087, Economic Development. He further explained there would be no decisions made or action taken during this time. The meeting was recessed at 7:22 p.m. and reconvened at 7:23 p.m.

INVOCATION: Pastor Shawn Maurer, Compass Christian Church

PLEDGE OF ALLEGIANCE: City Attorney Matthew Boyle

2. EXECUTIVE SESSION: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - Resolution R-13-3676

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 Kelly announced the October 1, 2013 Texas Night Out was a success, and the Police Department won the annual softball tournament.

4. CONSENT: READING AND PUBLIC HEARING - Resolution R-13-3677

- 4a** Approval of the minutes of the City Council worksession of September 16, 2013
- 4b** Approval of the minutes of the regular City Council meeting of September 17, 2013
- 4c** Approval of Progressive Waste Solutions' Consumer Price Index (CPI) rate adjustment of 3.29 percent, for commercial and roll-off accounts only, and establishing the effective date of the adjustment to be November 1, 2013
- 4d** Approval of a final plat on 10.07 acres on Lot 1, Block 1, Stajduhar Addition, located at 816 W. L. D. Lockett Road, Case PC13-015
- 4e** Approval of a final plat for 12.0 acres on Tracts 3, 3E, and 3F, of Abstract 936 of the Joseph M. Looney Survey, and Lot 1, Block 1, of the

Bone Addition, located at 5008 and 5100 Bluebonnet Drive, Case PC13-016

- 4f** Approval to purchase four Chevrolet Tahoe patrol vehicles, and all equipment, from Caldwell Country Chevrolet, in an amount not to exceed \$201,676. Approval to purchase one Ford Fusion administrative vehicle, from Philpott Ford, in an amount not to exceed \$18,523.75; both approved state vendors, bid through the Cooperative Purchasing Program with the State of Texas
- 4g** Approval and adoption of the City of Colleyville Landscape Branding manual
- 4h** Approval of the renewal of an Interlocal Agreement with Tarrant County for the Cheek-Sparger Road and Jackson Road Intersection Improvements, and authorize the city manager to execute the agreement
- 4i** Approval of an Interlocal Agreement with Tarrant County for the rehabilitation of Lavaca Trail, and authorize the city manager to execute the agreement

Mayor Kelly read Resolution R-13-3677 in its entirety.

Mayor Kelly opened the public hearing at 7:53 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 7:53 p.m.

Mayor Pro Tem Taylor questioned staff regarding agenda item 4f, why not take delivery on 2014 models versus 2013 models? Police Chief Mike Holder stated there have been significant changes to the body style, including the interior, which would require purchasing new equipment. He added with the fleet management plan having been implemented, it is important to get these vehicles quickly and on the streets.

Mayor Pro Tem Taylor questioned staff regarding if purchasing 2014 models had been considered. Chief Holder replied yes.

Mayor Kelly thanked Commissioner Fickes and Judge Whitley regarding agenda items 4h and 4i, they have been great partners for the City of Colleyville.

Mayor Kelly moved to approve Resolution R-13-3677 with an amendment to the minutes for PC-1, the correction to the dollar amount requested. Councilmember Hall seconded the motion.

The motion to approve carried by the following vote:

Aye: 7 - Mayor David Kelly, Mayor Pro Tem Mike Taylor, and Councilmembers Carol Wollin, Chuck Mogged, Stan Hall, Jody Short, and Tom Hart

5. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**5a Ordinance O-13-1887**

Consideration of a request for a zoning change from PUD-C-Planned Unit Development Commercial to PUD-R-Planned Unit Development Residential, on 1.82 acres on Lot 1, Block 1, of the San Bar Square Addition, located at 105 Cheek-Sparger Road, Case ZC13-008

Mayor Kelly read the caption of Ordinance O-13-1887.

Community Development Director Ron Ruthven presented the item and briefed the City Council.

Mayor Kelly opened the public hearing at 8:09 p.m.

Mark Howe, applicant, presented the item and briefed the City Council.

Mark Isbell, applicant, presented the item and briefed the City Council.

Mary Bennett, 3705 Briarhaven Lane, stated being in favor of having residential homes, but being very fearful of any commercial development on the subject property.

Daniel Morrison, 123 Felps Court, stated being opposed to this development with concerns for traffic, fencing, and density.

Claudia Bevill, 119 Cheek-Sparger Road, spoke in opposition to this request with concerns for density, lot coverage, lot size, open space, tree preservation, and drainage.

The following persons did not wish to speak but wanted to register their opposition to this request: James Bevill, 119 Cheek-Sparger Road and Lowell Morrison, 123 Felps Court.

There were no others wishing to speak and Mayor Kelly closed the public hearing at 8:26 p.m.

Mayor Kelly questioned staff regarding if the ordinance specifically references any attachments. Director Ruthven replied there are no references to any specific attachments. City Attorney Matthew Boyle concurred.

Mayor Kelly questioned staff regarding if the ordinance references supporting documents. Director Ruthven replied yes, but not specific to a certain exhibit.

Mayor Kelly stated it seems that there are too many lots trying to be put on this property. He stated the open space is less than what is required.

Mayor Kelly questioned staff regarding the percentage of open space allowed for retention/detention. Director Ruthven replied the percentage of open space allowed for retention/detention cannot exceed 25 percent.

Mayor Kelly questioned staff regarding if open space, outside of the retention/detention, is included in the proposed 16 percent. Director Ruthven replied the actual drainage requirements will be determined at the time of platting. Mr. Howe explained there is plenty of room for such.

Councilmember Short questioned Mr. Isbell regarding the right-of-way dedication along Cheek-Sparger Road seeming to be a lot wider than the property to the east. Keith Hamilton, consulting engineer, answered for Mr. Isbell and stated, yes, it is wider. Director Ruthven explained the right-of-way had been dedicated at the time of platting.

Councilmember Short stated they would be set back from the roadway more than the adjacent properties.

Councilmember Mogged questioned staff regarding the setbacks for the adjacent properties. Director Ruthven stated those properties reflect the more current right-of-way.

Councilmember Short questioned staff regarding if a perimeter sidewalk will be constructed on this property. Director Ruthven replied yes, interior and exterior, as part of this development.

Mayor Pro Tem Taylor stated the sidewalk will resolve the bike issue.

Mr. Howe stated the dedication of right-of-way, was to accommodate the expansion of a wider Cheek-Sparger Road.

Mr. Howe stated at some point, open space requirements will need to be re-thought, since watering restrictions are always in place.

Councilmember Wollin questioned staff regarding the requirements in the proposed ordinance of a 55 foot lot width; does this apply to Lot 5? Director Ruthven replied the cul-de-sac lots do not meet this lot requirement. He stated the developer will accommodate this by moving the setback line on those lots.

Councilmember Wollin questioned staff regarding the definition of a flag lot. Director Ruthven explained a flag lot is defined in the Land Development Code as a property that is accessed by a very narrow portion of land.

Councilmember Wollin questioned staff regarding what is considered narrow? Director Ruthven replied it does not meet the minimum lot width when measured at the building lot line, however, with a PUD, approved by an ordinance, the City Council would approve what is seen on the conceptual site plan.

Mayor Kelly questioned staff regarding the cul-de-sac lot being less than 55 feet. Director Ruthven replied the developer will move the building line setback to where the lot actually meets the lot width requirement.

Mayor Kelly stated this will move the home further back on the lot.

Mayor Kelly questioned staff regarding if exhibits have been provided showing the elevations of the proposed homes. He added these homes may be two-story, with windows on the backside, which will encroach on the adjacent neighbors. Director Ruthven replied yes, colored exhibits have been provided; however, staff had not received actual footprints for this City Council meeting.

Mayor Kelly questioned Mr. Howe regarding if those exhibits could be provided for the next City Council meeting. Mr. Howe replied yes.

Councilmember Wollin asked Mr. Isbell if the agreements to be made with the homeowners to the east and south of the development that shall be recorded with the final development documents, been developed? Mr. Isbell stated they have agreed to limit the rear windows on the second story, as well as the underground drainage for the lots on the eastern property line. He stated he does not recall the screening fence along the eastern property lines; the good side will face the neighbors whereas, the pole side will face the proposed development. He added they discussed a mow strip will be in place to help mitigate the potential flood. He stated the wrought iron fence, on the site plan, will be routed around any trees on the eastern property line, adjacent to the Bevill's.

Mayor Pro Tem Taylor questioned Ms. Bevill regarding why she changed her mind about the proposed development. Ms. Bevill stated she is not opposed to residential, just to this proposal. She stated they feel that they are being encroached upon with this density.

Councilmember Hart questioned Ms. Bevill regarding what her opinion is of an appropriate number of homes for this development. Ms. Bevill replied four or five homes.

Mayor Pro Tem Taylor stated this property could serve as a transitional development.

Mayor Kelly stated residential is appropriate for this property since it is a transitional area. He added he has a concern for the density of the property.

Councilmember Wollin stated residential is a good land use for this property, but she stated being concerned about the density, setbacks, and lot widths.

Mayor Kelly questioned Mr. Isbell and Mr. Howe regarding the lot density. Mr. Isbell stated the original plan was with nine lots, he stated they gave up one lot, which gave up revenue. He stated the Bevill's originally supported the nine lots. He stated the dilemma that they currently have is that this property allows for more commercial uses than originally thought, therefore, the lot is worth more for commercial.

Mayor Pro Tem Taylor questioned staff regarding if a multi-family zoning exists on this property. Director Ruthven stated there was an allowance for RMF uses; however, the density could not be more than the density allowed with the original zoning, which is R20-Single Family Residential, which negates the multi-family uses.

Mayor Pro Tem Taylor stated the cul-de-sac street takes up a lot of the property, which takes away from the layout of the lots.

Mayor Kelly questioned staff regarding other street design options. Director Ruthven explained there are other options for street design, and he explained those layouts.

Mr. Isbell stated they are limiting their lot coverage percentage to 65 percent, to allow for more open space on the actual lots.

Mayor Pro Tem Taylor stated these potential homeowners will take pride in their lots and it will add value to the area, if some agreement can be made regarding density.

Mayor Kelly questioned Mr. Howe regarding elevations. Mr. Howe stated they have not selected a builder, but he had some examples to provide to City Council.

Mr. Isbell stated they could reduce the open space by increasing the lot widths. Mayor Pro Tem Taylor stated the same could be done with the elimination of a lot.

Mayor Kelly stated there are subdivisions in which the open space does not meet the open space requirements.

Councilmember Mogged stated the Tuscan Addition has the open space at the entrance of the development. He stated it makes a larger impact.

Mr. Isbell added there will have to be open space, of some kind, in this corner, and it makes it easier to use this open space with the existing trees. Mr. Howe stated the open space will be visible from Cheek-Sparger Road.

Mayor Kelly questioned the City Council regarding if they are good with a decrease in the open space. Mayor Pro Tem Taylor questioned, why? Mayor Kelly questioned if it is better to have more open space, or greater lot coverage?

Mayor Pro Tem Taylor stated people do not like mowing yards anymore, especially with the aging community.

Mayor Kelly stated this development seems to stand out more than the adjacent properties with the proposed density and lot coverage.

Councilmember Hall questioned staff regarding the supermajority vote. Director Ruthven stated a supermajority vote is still required.

Mayor Pro Tem Taylor questioned staff regarding the difference between Master Plan densities versus the Land Development Code density. Director Ruthven replied the Master Plan density is the entire development units divided by the acreage. The Land Development Code density is the actual number of lots divided by the actual acreage, which eliminates the right-of-way.

Mayor Kelly questioned City Council regarding the importance of the 16 percent open space along Cheek-Sparger Road versus a lesser amount, with a lesser depth, to get the lot coverage reduced, and have a better placement of the lots.

Councilmember Short stated the right-of-way along Cheek-Sparger Road should not be considered in the open space percentage for this development. He stated maybe it could be dressed up, or landscaped, to add to the open feel.

Mayor Kelly questioned staff regarding the depth of the right-of-way. Director Ruthven replied it is 60 feet. He added the Master Thoroughfare Plan indicates a 75 foot right-of-way for Cheek-Sparger Road; however, the plat for the subject property has an 80 foot right-of-way dedication.

Mayor Kelly stated the developer could reduce the depth of the open space, rather than reduce the actual percentage of open space; or the number of lots can be reduced.

Mayor Kelly questioned City Council regarding if they would like the developer to come back with alternative options for consideration.

Mayor Kelly questioned City Council regarding if they would be good with the reduction in the open space if the trees can be maintained? Mayor Pro Tem Taylor

stated the trees will help to mitigate the open space, and will help with the approving of this property.

Mayor Pro Tem Taylor questioned Mr. Howe regarding the typical building foot print. Mr. Howe replied typically the foot print includes a 45 foot pad with a 70 foot deck.

Mr. Howe stated they will come back with an exhibit that shows the original dedication, with a sidewalk, for possible consideration of it with the open space requirement.

Mayor Kelly questioned staff regarding if the bar ditch will have to be re-worked on the San Bar side for a sidewalk. Director Ruthven replied yes. Mr. Howe stated they will have to re-grade that area, a little bit.

Mayor Kelly stated being open to seeing a re-work of the right-of-way area. City Council concurred.

Mr. Howe replied this is a difficult site.

Mayor Kelly recessed the meeting at 9:37 p.m.

Mayor Kelly reconvened the meeting at 9:45 p.m.

5b Ordinance O-13-1888

Consideration of a request for a Special Use Permit for an accessory building on Lot 10, Block 4, of the Ashmore Addition, located at 2713 Highgrove Court, Case ZC13-011

Mayor Kelly read the caption of Ordinance O-13-1888.

Community Development Director Ron Ruthven presented the item and briefed the City Council.

Mayor Kelly opened the public hearing at 9:47 p.m.

The applicant did not have anything additional to add to staff's briefing.

There were no others wishing to speak and Mayor Kelly closed the public hearing at 9:47 p.m.

Councilmember Mogged stated the homeowners association's architectural review committee met to discuss this item at their meeting on September 26, 2013, and they approved this request.

5c Ordinance O-13-1889

Consideration of a request for a zoning change from AG-Agricultural to R40-Single Family Residential on 1.06 acres on Lot 8, of the Mrs. Eva Paul's Subdivision, located at 1105 Tinker Road, Case ZC13-012

Mayor Kelly read the caption of Ordinance O-13-1889.

Community Development Director Ron Ruthven presented the item and briefed the City Council.

Mayor Kelly opened the public hearing at 9:50 p.m.

The applicant did not have anything additional to add to staff's briefing.

There were no others wishing to speak and Mayor Kelly closed the public hearing at 9:50 p.m.

Mayor Kelly questioned staff regarding if the subdivision name will remain the same. Director Ruthven replied yes.

5d Ordinance O-13-1890

Consideration of a request for a Special Use Permit for a dance studio on Lot 1, Block 1, of the Ratliff Addition, located at 5310 Pleasant Run Road, Case ZC13-013

Mayor Kelly read the caption of Ordinance O-13-1890.

Community Development Director Ron Ruthven presented the item and briefed the City Council.

Mayor Kelly opened the public hearing at 9:56 p.m.

Yuli Nesterenko, applicant, presented the item and briefed the City Council.

Robert Figueroa, 817 Central Drive, spoke in opposition to this request with concerns for traffic, parking, security, and privacy.

There were no others wishing to speak and Mayor Kelly closed the public hearing at 10:06 p.m.

Mayor Kelly questioned Mr. Nesterenko regarding the normal class size. Mr. Nesterenko replied the normal class size is 16, usually twice a week. He stated all 90 students will not be in attendance at once. He stated they have never had any issues with parking in the location they are currently in, and it is a lot less than what this location will have.

Mayor Kelly questioned Mr. Nesterenko regarding rehearsals for performances or for the actual performance. Mr. Nesterenko replied they will be at the Irving Center.

Mayor Kelly questioned Mr. Nesterenko regarding the drop-off of the students. Mr. Nesterenko replied the parents usually drop-off the students and then leave and come back to pick the students up after their practice.

Mayor Kelly questioned Mr. Nesterenko regarding if he is purchasing the building or leasing the building. Mr. Nesterenko replied he will be leasing the building.

Mayor Kelly questioned Mr. Nesterenko regarding if he owns the vacant property next door. Mr. Nesterenko replied no, he understood that property is under contract.

Mayor Kelly questioned Mr. Nesterenko regarding if he will want to use parking with the adjacent property. Mr. Nesterenko replied that property is vacant and undeveloped. He stated he will not be using the property for parking, and will not need to use it for such.

Mayor Kelly questioned staff regarding the current uses allowed in the CN-Neighborhood Commercial zoning district. Director Ruthven replied photography studio, spa, interior decoration studios, and general office buildings.

Mr. Nesterenko replied other cities around allow this use in this type of zoning district. Mayor Kelly stated each city is different with its uses.

Councilmember Short questioned Mr. Nesterenko regarding the parent drop-off and pick-up situation, will the parents wait outside for the student to come to the car. Mr. Nesterenko replied usually the parents will come in personally to pick them up, unless the student is older.

Councilmember Short questioned Mr. Nesterenko regarding if there is a covered area for drop-off and pick-up. Mr. Nesterenko replied no.

Mayor Kelly questioned Mr. Figueroa regarding the uses for this building, what are the concerns of the uses for this building. Mr. Figueroa stated not really having an issue with this specific use, but has had some issues since the building has been vacant. He stated having concerns for privacy with the business being open until 9:00 p.m. He stated the fence is in disrepair.

Mayor Kelly stated whoever owns the fence would be responsible for the repair of such. Director Ruthven stated the City Council may require additional screening requirements with this request. He added the property owner will need to have a survey done to see who actually owns the fence.

Mayor Pro Tem Taylor questioned Mr. Figueroa regarding what types of uses he would like to see in this location. Mr. Figueroa replied he is not too opposed to this ballet use, but concerned about the number of students using this business.

Mayor Pro Tem Taylor stated he would feel this use would add value to this area, especially since ballet students seem to be very disciplined.

5e Ordinance O-13-1891

Approving a negotiated resolution between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2013 Annual Rate Review Mechanism filing and adopting tariffs that reflect rate adjustments consistent with the negotiated settlement

Mayor Kelly read the caption of Ordinance O-13-1891.

Strategic Services Manager Adrienne Lothery presented the item and briefed the City Council.

Mayor Kelly questioned staff regarding the settlement amount. Manager Lothery replied the compromised amount is \$16.6 million.

Mayor Kelly opened the public hearing at 10:22 p.m.

Mary Jean Moloney, with Atmos Energy, thanked City Council regarding their consideration.

There were no others wishing to speak and Mayor Kelly closed the public hearing at 10:24 p.m.

5f Ordinance O-13-1892

Approval of amendments to the Code of Ordinances Chapter 70, Article II, Section 70-28, Relating to Home Solicitation, Distribution, and Miscellaneous Sales

Mayor Kelly read the caption of Ordinance O-13-1892.

Police Chief Mike Holder presented the item and briefed the City Council.

Mayor Kelly opened the public hearing at 10:26 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 10:26 p.m.

City Attorney Matthew Boyle questioned Chief Holder regarding if he has read the proposed ordinance in its entirety. Chief Holder replied yes.

City Attorney Matthew Boyle questioned Chief Holder regarding if this includes all of the findings included on pages 1-3, of the proposed ordinance. Chief Holder replied yes.

City Attorney Matthew Boyle questioned Chief Holder regarding if he believes all of those findings are true and correct. Chief Holder replied yes.

6. RESOLUTION(S): READING AND PUBLIC HEARING

6a Resolution R-13-3678

A resolution nominating candidates to the Tarrant Appraisal District (TAD) Board of Directors

Mayor Kelly read Resolution R-13-3678 in its entirety.

City Manager Jennifer Fadden presented this item and briefed the City Council.

Mayor Kelly opened the public hearing at 10:28 p.m.

Councilmember Wollin nominated Mr. John Eubanks to the Tarrant Appraisal District Board of Directors.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 10:28 p.m.

Councilmember Wollin moved to approve Resolution R-13-3678 with the nomination of Mr. John Eubanks. Councilmember Hart seconded the motion.

The motion to approve carried by the following vote:

Aye: 7 - Mayor David Kelly, Mayor Pro Tem Mike Taylor, and Councilmembers Carol Wollin, Chuck Mogged, Stan Hall, Jody Short, and Tom Hart

7. ORDINANCE(S) CONTINUED: READING AND PUBLIC HEARING

7a Ordinance O-13-1881

Request for approval of a Special Use Permit for alcoholic beverage sales for off-premises consumption on Lot 7A, Block 2, Village Park Addition, located at 4801 Colleyville Boulevard. Approval of a Special Use Permit for alcoholic beverage sales for on-premises consumption on Lots 1R1, 4, 5A, 6A, 7A, and 9R, Block 2, Village Park Addition, located at 4701, 4709, 4717, 4725, 4801, and 4843 Colleyville Boulevard, Case ZC13-009

Mayor Kelly read the caption of Ordinance O-13-1881.

Community Development Director Ron Ruthven presented the item and briefed the City Council.

Mayor Kelly opened the public hearing at 7:58 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 7:58 p.m.

Mayor Kelly questioned staff regarding if the Whole Foods business or ownership structure remains in place, will the blanket SUP remain in place? Director Ruthven replied yes.

Mayor Kelly questioned staff regarding if any change in the Whole Foods business would require an amendment to the blanket SUP. Director Ruthven replied yes.

Mayor Kelly questioned staff regarding what is the definition of a change in use? Director Ruthven defined that it is a change in the use of the business. He explained if a restaurant were to no longer be a restaurant that would be a change in the use.

Mayor Kelly stated if a particular restaurant ownership changes and does so in a manner which is not suitable for the residents of Colleyville, would that negate the SUP. Director Ruthven replied if there is a change, other than ownership, the SUP would no longer be good. He added that if a Mexican restaurant changes ownership and becomes a sandwich shop, the SUP would no longer be valid.

Mayor Kelly questioned the applicant regarding the language for the restaurant change in use versus the change in ownership. Scott Woodruff, Centennial Real Estate, replied if the restaurant changes its ownership, they want the restaurant to be able to remain in place, regardless of ownership.

Mayor Kelly questioned staff regarding if the ordinance needs clarification. Director Ruthven replied if the restaurant changes its name, the SUP would not be valid.

Mayor Kelly questioned staff regarding if the landscaping requirements of the Land Development Code will be required to be in compliance. Director Ruthven replied yes.

Councilmember Wollin questioned Mr. Woodruff regarding what is the timing in which the front façade will need to be completed? Mr. Woodruff stated Matt's El Rancho restaurant wants to open while the construction of Whole Foods is being completed.

Mayor Kelly moved to approve Ordinance O-13-1881. Councilmember Hall seconded the motion.

The motion to approve carried by the following vote:

Aye: 7 - Mayor David Kelly, Mayor Pro Tem Mike Taylor, and Councilmembers Carol Wollin, Chuck Mogged, Stan Hall, Jody Short, and Tom Hart

8. CITIZEN COMMENTS/PRESENTATIONS REGARDING ITEMS NOT ON THE AGENDA

There was no one present wishing to speak regarding this item.

9. REPORTS

Historical Preservation Committee Minutes - June 13, 2013

There was no discussion of this item.

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR OCTOBER 2, 2013 - Reading and Public Hearing - Resolution R-13-3679

This resolution was not needed.

11. ADJOURNMENT

There being no further business before the City Council, Councilmember Mogged moved to adjourn, and Mayor Kelly seconded the motion.

The motion carried with the following vote:

Aye: 7 - Mayor David Kelly, Mayor Pro Tem Mike Taylor, and Councilmembers Carol Wollin, Chuck Mogged, Stan Hall, Jody Short, and Tom Hart

Mayor Kelly adjourned the City Council meeting at 10:29 p.m.

APPROVED BY A VOTE OF _____ AYES, _____ NAYS, AND _____ ABSTENTIONS ON THIS THE 15TH DAY OF OCTOBER 2013.

Minutes taken and prepared by:

Amy Shelley, TRMC
City Secretary



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4b

Agenda Date 10/15/2013

Number Resolution R-13-3681

Type Resolution

Department Public Works

Title

Approval of a construction contract with North Texas Contracting, Inc., for the paving and drainage improvement - Jackson and Cheek-Sparger intersection, in an amount not to exceed \$1,932,126, and authorize the city manager to execute the contract

Explanation

Reading and Public Hearing

The Comprehensive Five Year Capital Improvement Program (CIP) that was adopted by City Council on September 17, 2013 by R-13-3666 includes paving and drainage improvement - Jackson and Cheek-Sparger intersection project. On December 11, 2009, the City of Colleyville entered into an engineering services contract with Burgess and Niple to perform a preliminary engineering study to determine the appropriate type of roadway improvements needed to improve traffic flow at the intersection of Jackson Road and Cheek-Sparger Road. This study was completed and presented at the August 2, 2011 Pre Council meeting. The results of the study revealed that two options were viable for this intersection improvement project; a signalized intersection or a single lane roundabout, with one or more free right turn lanes. The consultant recommended a single lane roundabout with a dedicated northbound right turn lane. This option provides better long-term vehicle movement efficiency and the ability to expand the roundabout if future traffic demands require it.

A public informational meeting was held on September 15, 2011, to receive comments and concerns from citizens. The comments made at the meeting indicated strong support for the design and construction of a single lane roundabout. Staff presented the findings of the public meeting at the October 18, 2011 Pre Council meeting. The design firm Freese and Nichols was selected to perform the engineering design for this intersection improvement project on March 6, 2012. Freese and Nichols performed the engineering design for this intersection as a single lane roundabout. All necessary right-of-way for this project has now been acquired and the project can proceed to construction.

Staff advertised this project in the *Fort Worth Star-Telegram* on September 8 and September 15, 2013 and received four bids on September 24, 2013. Per the attached bid tabulation, the low bid was submitted by North Texas Contracting, Inc., in the amount of \$1,932,126. The base bid includes a \$150,000 contingency allowance that is controlled by the City to cover any cost overages that may occur during construction. The project bid consists of concrete pavement, installation of an arch

culvert drainage structure, sidewalks, signage, striping, and storm drainage. The contract timeline is 150 calendar days from the date of the Notice to Proceed. The contractor's qualifications and references have been verified, and the estimated cost of this project by the design engineer was \$1,992,600, exclusive of the contingency amount.

Financial Impact

The Comprehensive Five Year Capital Improvement Program that was approved by R-13-3666 includes the paving and drainage improvement – Jackson and Cheek-Sparger intersection project funding in the amount of \$2,011,500 for construction.

The available funding sources include:

Tarrant County Bond Funds - \$535,415

RTR (CDA) NCTCOG Funds - \$349,320

Capital Project Transfer for Street Rehabilitation - \$1,174,756

Note: The Tarrant County Bond Funds are limited to a one to one match with local dollars.

Recommendation

Approve

Attachments

1. Resolution R-13-3666
2. Recommendation of Award

RESOLUTION R-13-3666

**A RESOLUTION ADOPTING A COMPREHENSIVE FIVE YEAR CAPITAL
IMPROVEMENT PROGRAM FOR FISCAL YEARS 2014-2018 FOR THE
CITY OF COLLEYVILLE, TEXAS**

WHEREAS, planning for capital expenditures is an essential function of local government; and

WHEREAS, a multi-year capital improvement program is an important communication tool for residents and businesses; and

WHEREAS, a multi-year capital improvement program is a valuable tool in addressing infrastructure renewal and replacement needs and an essential part of the City's financial planning.

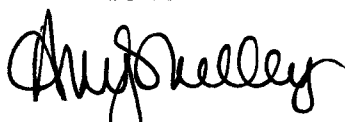
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF COLLEYVILLE, TEXAS:**

- Sec. 1. THAT the Fiscal Year 2014-2018 Capital Improvement Program attached as Exhibit "A", is hereby adopted.
- Sec. 2. THAT the Capital Improvement Program will be reviewed and updated on an annual basis, or as otherwise necessary.
- Sec. 3. THAT changes to the Capital Improvement Program will require approval of the City Council.

AND IT IS SO RESOLVED.

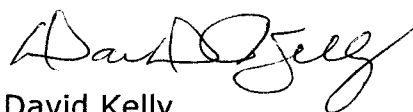
APPROVED BY A VOTE OF 7 AYES, 0 NAYS, AND 0
ABSTENTIONS ON THIS THE 17TH DAY OF SEPTEMBER 2013.

ATTEST:



Amy Shelley, TRMC
City Secretary

COLLEYVILLE CITY COUNCIL



David Kelly
Mayor



EXHIBIT "A"

City of Colleyville

Capital Improvement Program

FY 2014 to FY 2018

			FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	
Project Title		Project Category	Project Costs					
1	ST14-001	Reconstruct Kingston Estates	Streets - Reconstruction	\$ 1,879,814	\$ -	\$ -	\$ -	\$ -
2	ST14-002	Rehabilitate Lavaca Trail - 2014 County Project	Streets - Rehabilitation	\$ 151,000	\$ -	\$ -	\$ -	\$ -
3	ST14-003	Rehabilitate Streets in Jewel Estates Subdivision	Streets - Rehabilitation	\$ 575,806	\$ -	\$ -	\$ -	\$ -
4	ST14-004	Construct Jackson Cheek-Sparger Roundabout	Streets - Intersection Improvements	\$ 2,153,433	\$ -	\$ -	\$ -	\$ -
5	ST14-005	Design of Frontier Court Reconstruction	Streets - Reconstruction	\$ 130,000	\$ -	\$ -	\$ -	\$ -
6	ST14-006	Reconstruct Pleasant Run: Veranda to Bogart	Streets - Reconstruction	\$ 1,054,865	\$ -	\$ -	\$ -	\$ -
7	ST14-007	Construction SH26 Phase I Enhancements	Streets - Reconstruction	\$ 333,250	\$ -	\$ -	\$ -	\$ -
8	ST14-008	Construct SH26, Phase II	Streets - Reconstruction	\$ 14,000,000	\$ -	\$ -	\$ -	\$ -
9	ST14-009	2014 Miscellaneous Concrete Repairs	Other	\$ 422,300	\$ -	\$ -	\$ -	\$ -
10	ST14-010	Final Design of Glade Road	Streets - Reconstruction	\$ 701,000	\$ -	\$ -	\$ -	\$ -
11	UT14-001	Upsize Utility Lines - Western Trails	Utilities - Waterline Renewals/Upsizing	\$ 886,979	\$ -	\$ -	\$ -	\$ -
12	RC14-001	Design of Senior Center Renovation	Facility-Rehabilitation	\$ 125,000	\$ -	\$ -	\$ -	\$ -
13	PK14-001	Construct Cottonbelt Trail - Phase 3	Parks	\$ 230,000	\$ -	\$ -	\$ -	\$ -
14	FA14-001	Clean and Seal Exterior Stone City Hall/Library	Facility-Rehabilitation	\$ 300,000	\$ -	\$ -	\$ -	\$ -
15	ST14-011	Pavement Markings	Streets - Rehabilitation	\$ 100,000	\$ -	\$ -	\$ -	\$ -
16	PK14-002	Improvements @ Trailhead	Parks	\$ 100,000	\$ -	\$ -	\$ -	\$ -
17	ST14-012	Glade Road ROW Acquisition	Streets - Reconstruction	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -
18	ST14-013	Construct Roundabout at Bedford and Cheek-Sparger	Streets - Intersection Improvements	\$ 800,000	\$ -	\$ -	\$ -	\$ -
19	PK14-003	Landscape & Amenity Upgrades	Parks	\$ 175,000	\$ -	\$ -	\$ -	\$ -
				\$ 27,118,446	\$ -	\$ -	\$ -	\$ -
1	UT15-001	Upsize Utility Lines - Reagan Estates	Utilities - Waterline Renewals/Upsizing	\$ -	\$ 650,209	\$ -	\$ -	\$ -
2	OT15-001	Install Quiet Zones at Three RR Crossings	Other	\$ -	\$ 1,600,921	\$ -	\$ -	\$ -
3	OT15-002	Reconstruct Whites Chapel Road Bridge	Other	\$ -	\$ 150,000	\$ -	\$ -	\$ -
4	ST15-001	2015 Miscellaneous Concrete Repairs	Other	\$ -	\$ 422,300	\$ -	\$ -	\$ -
5	ST16-002	Reconstruct Streets in Western Trails	Streets - Reconstruction	\$ -	\$ 1,377,058	\$ -	\$ -	\$ -
6	ST15-003	Rehabilitate Jackson Road - 2015 County Project	Streets - Rehabilitation	\$ -	\$ 151,000	\$ -	\$ -	\$ -
7	ST15-004	Design Pleasant Run: Shelton to Tinker	Streets - Reconstruction	\$ -	\$ 91,000	\$ -	\$ -	\$ -
8	OT15-003	Reconstruct Bedford Road Retaining Wall	Other	\$ -	\$ 300,050	\$ -	\$ -	\$ -
9	ST15-005	Pavement Markings	Streets - Rehabilitation	\$ -	\$ 100,000	\$ -	\$ -	\$ -
10	PK15-001	Construct New Trail	Parks	\$ -	\$ 150,000	\$ -	\$ -	\$ -
11	ST15-006	Construct Glade Road	Streets - Reconstruction	\$ -	\$ 3,507,875	\$ -	\$ -	\$ -
12	PK15-002	Construct Cottonbelt Trail Spur	Parks	\$ -	\$ 165,000	\$ -	\$ -	\$ -
				\$ -	\$ 8,665,413	\$ -	\$ -	\$ -
1	ST16-001	Reconstruct Pleasant Run: Shelton to Tinker	Streets - Reconstruction	\$ -	\$ -	\$ 856,167	\$ -	\$ -
2	ST16-002	Rehabilitate Streets in Western Trails Subdivision	Streets - Rehabilitation	\$ -	\$ -	\$ 737,770	\$ -	\$ -
3	ST16-003	Design Pleasant Run: Tinker to John McCain	Streets - Rehabilitation	\$ -	\$ -	\$ 201,000	\$ -	\$ -
4	ST16-004	2016 Miscellaneous Concrete Repair	Other	\$ -	\$ -	\$ 422,300	\$ -	\$ -
5	ST16-005	Rehabilitate Bandit Trail - 2016 County Project	Streets - Rehabilitation	\$ -	\$ -	\$ 151,000	\$ -	\$ -
6	UT16-001	Upsize Utility Lines, Sunrise Terrace/Brighton Oaks	Utilities - Waterline Renewals/Upsizing	\$ -	\$ -	\$ 1,833,320	\$ -	\$ -
7	ST16-006	Design Pleasant Run: John McCain to North City Limits	Streets - Reconstruction	\$ -	\$ -	\$ 131,000	\$ -	\$ -
8	PK16-001	Construct New Trail	Parks	\$ -	\$ -	\$ 150,000	\$ -	\$ -
9	ST16-007	Pavement Markings	Streets - Rehabilitation	\$ -	\$ -	\$ 100,000	\$ -	\$ -
10	ST16-008	Construct Glade Road	Streets - Reconstruction	\$ -	\$ -	\$ 2,479,250	\$ -	\$ -
				\$ 7,061,807				
1	UT17-001	Upsize Utility Lines - Woodbriar/Quailcrest Estates	Utilities - Waterline Renewals/Upsizing	\$ -	\$ -	\$ -	\$ 1,697,035	\$ -
2	ST17-001	2017 Miscellaneous Concrete Repair	Other	\$ -	\$ -	\$ -	\$ 414,050	\$ -
3	ST17-002	Rehabilitate Street TBD - 2017 County Project	Streets - Reconstruction	\$ -	\$ -	\$ -	\$ 151,000	\$ -
4	ST17-003	Rehabilitate Streets Pecan Park and Sand Oaks	Streets - Rehabilitation	\$ -	\$ -	\$ -	\$ 1,516,064	\$ -
5	ST17-004	Construct Glade Road	Streets - Reconstruction	\$ -	\$ -	\$ -	\$ 1,503,375	\$ -
6	ST17-005	Design Reconstruction of Roberts Road	Streets - Reconstruction	\$ -	\$ -	\$ -	\$ 100,000	\$ -
7	PK17-001	Construct New Trail	Parks	\$ -	\$ -	\$ -	\$ 150,000	\$ -
				\$ -	\$ -	\$ -	\$ 5,531,524	\$ -
1	ST18-001	Rehabilitate Streets in Woodbriar, Quail Crest Estates	Streets - Rehabilitation	\$ -	\$ -	\$ -	\$ -	\$ 1,443,269
2	ST18-002	2018 Miscellaneous Concrete Repair	Other	\$ -	\$ -	\$ -	\$ -	\$ 264,050
3	ST18-003	Rehabilitate Streets TBD - 2018 County Road Project	Streets - Reconstruction	\$ -	\$ -	\$ -	\$ -	\$ 151,000
4	ST18-005	Reconstruct Pleasant Run: Tinker to John McCain	Streets - Reconstruction	\$ -	\$ -	\$ -	\$ -	\$ 2,099,959
5	PK18-001	Construct Pleasant Run Trail	Parks	\$ -	\$ -	\$ -	\$ -	\$ 300,000
6	ST18-006	Construct Glade Road	Streets - Reconstruction	\$ -	\$ -	\$ -	\$ -	\$ 1,002,250
				\$ 5,260,528				
Five Year Total:				\$ 27,118,446	\$ 8,665,413	\$ 7,061,807	\$ 5,531,524	\$ 5,260,528 \$ 53,637,719

CITY FUNDING

Proposed Funding						
Capital Project Transfer for Street Rehab <i>(PROJECTED AVAILABLE: \$1,667,000)</i>	\$ 1,652,656	\$ -	\$ -	\$ -	\$ -	\$ 1,652,656
CEDC (Parks, Trails & Libraries)	\$ 904,000	\$ 315,000	\$ 150,000	\$ 150,000	\$ 300,000	\$ 1,819,000
COG/TxDOT/County	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ 175,000
County Bond Program	\$ 535,415	\$ -	\$ -	\$ -	\$ -	\$ 535,415
Crime Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Drainage Fund	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Perimeter Street Fees	\$ 676,587	\$ -	\$ 236,546	\$ 9,394	\$ -	\$ 922,527
General Fund <i>(PROJECTED AVAILABLE: \$2.4M/YEAR = \$12M)</i>	\$ 2,262,959	\$ 2,491,408	\$ 2,362,691	\$ 2,171,720	\$ 2,758,278	\$ 12,047,056
Grants/Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NCTCOG	\$ 349,320	\$ -	\$ -	\$ -	\$ -	\$ 349,320
Parkland Dedication Fund and Voluntary Park Fund	\$ 230,000	\$ -	\$ -	\$ -	\$ -	\$ 230,000
Roadway Impact - West District	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Roadway Impact - East District	\$ 222,964	\$ -	\$ -	\$ -	\$ -	\$ 222,964
Tomorrow Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utility Fund	\$ 962,131	\$ 597,593	\$ 1,833,320	\$ 1,697,035	\$ -	\$ 5,090,079
Wastewater Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Impact Fees	\$ 62,458	\$ 52,616	\$ -	\$ -	\$ -	\$ 115,074
End of Year Transfer to GF	\$ 958,250	\$ 100,000	\$ -	\$ -	\$ 1,200,000	\$ 2,258,250
	\$ 9,191,740	\$ 3,556,617	\$ 4,582,557	\$ 4,028,149	\$ 4,258,278	\$ 25,617,341

NON-CITY FUNDING

FWHA/TxDOT/Other	\$ 14,800,000	\$ 1,280,737	\$ -	\$ -	\$ -	\$ 16,080,737
Other: FWTA	\$ -	\$ 320,184	\$ -	\$ -	\$ -	\$ 320,184
TIF	\$ 3,126,707	\$ 3,507,875	\$ 2,479,250	\$ 1,503,375	\$ 1,002,250	\$ 11,619,457
	\$ 17,926,707	\$ 5,108,796	\$ 2,479,250	\$ 1,503,375	\$ 1,002,250	\$ 28,020,378

TOTAL FUNDING

\$ 27,118,447	\$ 8,665,413	\$ 7,061,807	\$ 5,531,524	\$ 5,260,528	\$ 53,637,719
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October 1, 2013

Mr. Jeremy Hutt
City Engineer
City of Colleyville
100 Main Street
Colleyville, TX 76034

Re: Paving and Drainage Improvements at Jackson and Cheek-Sparger Intersection
Recommendation of Award

Dear Mr. Hutt:

Listed below are the bid results for the Jackson at Cheek-Sparger project. A total of four bid proposals were received on September 24, 2013.

Summary of Bids:

Bidder	Base Bid
North Texas Contracting, Inc.	\$ 1,932,126.00
Lone Star Civil Construction, Inc.	\$ 2,194,444.44
Jackson Construction, Ltd.	\$ 2,329,268.00
AUI Civil, LLC	\$ 2,542,369.00

Based on their bid proposal and previous construction experience, Freese and Nichols recommends that the City of Colleyville award the contract to North Texas Contracting, Inc. as the principal contractor for this project. NTC's bid was within our opinion of probable construction cost.

Sincerely,

Freese and Nichols, Inc.

Spencer B. Maxwell, P.E.
Project Manager

Attachment: Bid Tabulation



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4c

Agenda Date 10/15/2013

Number Resolution R-13-3681

Type Resolution

Department Community Development

Title

Approval of a contract with Halff Associates, Inc., for the Comprehensive Plan Update, in an amount not to exceed \$249,850, and authorize the city manager to execute the contract

Explanation

Reading and Public Hearing

This item includes the professional services contract (including the project scope) for the update to the City's Master Plan through the creation of a new comprehensive plan.

At a joint worksession of the City Council and Planning and Zoning Commission held on March 7, 2013, staff was directed to seek a consultant to update the existing Master Plan, adopted in 2004. On March 29, 2013, staff published a request for qualifications (RFQ) for comprehensive plan update services on the national website for the American Planning Association. On May 3, 2013, the deadline for consultants to submit a response to the RFQ in the form of a Summary of Qualifications was closed. A total of seven submittals were received. Staff then formed a Consultant Selection Committee to review the submittals and conduct interviews of the finalists. On July 12, 2013, staff notified Halff Associates, Inc., that their team had been selected to perform the update to the plan, based on the recommendation of the committee. Since then, staff has been negotiating the scope of work and cost of the plan update. Attached is the final proposed scope of work, contract, and cost to perform the plan update.

The total proposed cost to update the plan from Halff Associates, Inc. is \$249,850. A breakdown of the costs to perform the update is as follows:

- Project Management (ongoing throughout process): \$3,300
- Pre-Planning: \$12,580
- Technical Analysis (Existing Conditions): \$28,750
- Public Participation: \$36,840
- Plan Element Analysis and Recommendations: \$116,830
- Draft Plan Document and Draft Review: \$25,900

- Final Plan Adoption Process and Final Deliveries: \$10,900
- Base Reimbursable Expenses: \$11,750
- Printing of final report (estimated): \$3,000

More specific details of the above items are included in the attached scope of work.

The majority of funding for the comprehensive plan was initially approved in the FY 2013 budget. Total funds available for the comprehensive plan are broken down as follows:

\$200,000 – FY 2012 budget amendment (attached Ordinance O-12-1852) for a transfer to the Capital Projects Fund for an update to the comprehensive plan. This is the original amount approved to complete the plan.

\$25,000 – Colleyville Economic Development Corporation (CEDC) FY 2014 budget. This amount was approved as part of the CEDC budget for a new master plan for the Colleyville Center, to be performed as part of the attached scope of work.

\$24,850 - FY 2014 General Fund Budget Contingency account 001-10-10-6298. This will provide additional funding, above and beyond the \$200,000 cost of the plan, for "specific area plans", or site master plans, for the remaining large, undeveloped commercial tracts in the City including the 64 undeveloped acres located at John McCain Road and SH26, referred to as the "northern gateway area" in the scope of work. The specific area plans will include a detailed prototype plan that identifies potential uses, configuration, volume and densities of structures, buffer areas if required, special features dictated by drainage if needed, and vehicular and walking/bicycling access. The intent of the plans, and for the northern gateway area in particular, will be to use it as an economic development and marketing tool for the properties and include a summary economic snapshot that recommends best potential uses for the sites.

The other target areas for the specific area plans include: undeveloped areas with transitional residential uses and, larger (five acres or more) undeveloped non-residential properties. These plans will be attached as an appendix to the comprehensive plan in order to more easily facilitate their individual distribution as part of economic development's marketing of the sites.

Comprehensive Plan Background and History. Since Colleyville was incorporated in 1956, the City has completed five Master/Comprehensive Plans: 1968, 1987, 1994, 1998 and 2004.

Generally speaking, a comprehensive plan provides a vision for the community's future. It guides future community growth and development while also providing a

visionary framework for redevelopment. It also supports the economic vitality and quality of life of the community and should be the basis for decision-making and priority-setting for future community infrastructure and public facility investments.

In 1997, the legislature adopted Texas Local Government Code, Chapter 213, which specifically authorized cities to adopt a comprehensive plan for the long-range development of the city. The content and design of the plan, and its relationship to the city's development regulations is within the city's discretion to determine, either by charter or ordinance. A comprehensive plan may be adopted or amended as follows:

- public hearing with opportunity for public testimony and submission of written evidence;
- review by the Zoning Commission and city staff;
- additional requirements may be established by the city, and must be followed;
- existence of other plans, policies or strategies does not preclude adoption or amendment of a comprehensive plan;
- the map relating to a comprehensive plan shall contain the following statement: "A COMPREHENSIVE PLAN SHALL NOT CONSTITUTE ZONING REGULATIONS OR ESTABLISH ZONING DISTRICT BOUNDARIES."

In Colleyville, Sections 11.03 and 11.04 of the City Charter state the following with regard to the Master Plan:

"Section 11.03 The Master Plan:

The Master Plan for the physical development of the City of Colleyville shall contain the Commission's recommendations for growth, development and beautification of the City. A copy of the Master Plan, or any part thereof, shall be forwarded to the City Council, which may adopt this plan in whole or in parts, and may adopt any amendment thereto after at least one (1) public hearing on the proposed action. The Commission shall act on such plan, or part thereof, and again forward it to the City Council for consideration. All amendments to the Master Plan recommended by the Commission shall be submitted in the same manner as outlined above to the City Council for approval, and all other recommendations affecting the Master Plan shall be accompanied by a recommendation from the Planning and Zoning Commission.

Section 11.04 Legal Effect of the Master Plan:

Upon adoption of the Master Plan by the City Council, no subdivision, street, park, or any public way, ground or space, public building or structure, or public utility, whether publicly or privately owned, which is in conflict with the Master Plan shall be

constructed or authorized by the City until and unless the location and extent thereof shall have been submitted to the Commission and approved by the City Council. In case of Commission disapproval, they shall communicate their reasons to the City Council, which shall have the power to overrule such disapproval. The widening, narrowing, relocating, vacating, or change in the use of any street, alley, or public way, or ground, or sale of any public building or real property, shall be subject to similar submission and approval of the Planning and Zoning Commission and failure to approve may be similarly overruled by the City Council. (Amended May 7, 2005)”

As prescribed by the above sections of the Charter, the current 2004 Master Plan was adopted by Ordinance O-04-1483. Upon completion of the current proposed update, City Council approval of the plan by ordinance will be required.

Next Steps and Schedule. As stated in the attached scope of work, the next step will be to form a Comprehensive Plan Advisory Committee. The composition of the committee has yet to be determined. The scope of work states that the plan update should not take more than 12 months to complete. However, the final schedule will be determined by the committee.

Financial Impact

Total funds available for the comprehensive plan are broken down as follows:

\$200,000 – FY 2012 budget amendment (attached Ordinance O-12-1852) for a transfer to the Capital Projects Fund for an update to the comprehensive plan.

\$25,000 – Colleyville Economic Development Corporation (CEDC) FY 2014 budget.

\$24,850 - FY 2014 General Fund Budget - Contingency account 001-10-10-6298.

Recommendation

Approve

Attachments

1. Halff Associates, Inc. - Contract for Comprehensive Plan Update
2. Ordinance O-12-1852

Halff Associates, Inc.- Contract for Comprehensive Plan Update

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF COLLEYVILLE (CITY) AND HALFF ASSOCIATES, INC. (PLANNER)

I. SCOPE - Halff Associates, Inc. (hereinafter "Planner") agrees to perform the professional services described in **Exhibit A - Scope of Services** dated _____ which incorporates these terms and conditions and which is attached hereto. Unless modified in writing by the parties hereto, the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and these General Terms and Conditions, when executed by The City of Colleyville (hereinafter "City"), shall constitute a binding Agreement on both parties. Planner shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

II. COMPENSATION - City agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the City received the invoice until the date Planner receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the parties that Planner's receipt of payment(s) from City is not contingent upon City's receipt of payment, funding, reimbursement or any other remuneration from others.

City agrees that Planner shall be paid for services described in the attached Scope of Services as specified on **Exhibit B - Basis of Compensation**, dated _____, attached hereto. Mileage will be billed at current IRS rates.

III. RESPONSIBILITY - Planner is employed to render a professional service only, and any payments made by City are compensation solely for the services rendered and the recommendations made in carrying out the work. Planner agrees to follow the standard practices of the Planning profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Nothing contained herein shall be argued to have created any warranty or certification and Planner shall not be required to provide any certification, assignment or warranty of its work but, upon request and for a separate fee and at Planner's sole discretion, Planner may agree to provide certain written statements regarding its services. Such statements shall be in a form acceptable to Planner and shall be requested with sufficient advance notice to allow Planner to review the documents and prepare a suitable statement.

Planner's review or supervision of work prepared or performed by other individuals or firms employed by City shall not relieve those

individuals or firms of complete responsibility for the adequacy of their work. It is understood that any resident Planning or inspection provided by Planner is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Planner does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

IV. SCOPE OF CITY SERVICES - City agrees to provide those services described in the attached Scope of Services.

V. OWNERSHIP OF DOCUMENTS - Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, illustrations, reports and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Planner. Upon Planner's completion of services and receipt of payment in full, Planner grants to City a non-exclusive right to GIS data, files, instruments, reports, and other information produced in connection with Planner's performance of the work under this Agreement. Said files, instruments, reports, and other information developed may be copied, duplicated, reproduced, used and disclosed by City for any purposes City deems appropriate in connection with the work under this Agreement. City agrees that such documents are not intended or represented to be suitable for reuse by City or others for purposes outside the Scope of Services of this Agreement. Any reuse by City, or by those who obtain said information from or through City, without written verification or adaptation by Planner, will be at City's sole risk and without liability or legal exposure to Planner, Planner's subconsultants or independent associates. City agrees to indemnify Planner, Planner's subconsultants and independent associates for all damages, liability or cost arising from such reuse. Planner may reuse all reports, data and other information developed in performing the services described by this Agreement in Planner's other activities.

VI. INDEMNIFICATION - Planner agrees to indemnify and hold City harmless from any actual damages, liability or costs, including reasonable attorney's fees and expenses, to the extent caused directly by the negligent act or omission or willful misconduct of Planner, Planner's subconsultants or those for whom Planner is legally liable, in the performance of the professional services which are the subject of this Agreement.

In the event that City is found to be concurrently negligent, Planner shall not indemnify for the proportionate negligence of City, but shall only indemnify for the portion of negligence solely attributable to Planner, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

VII. INSURANCE - Planner shall maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.

VIII. SUBCONTRACTS - Planner shall be entitled to subcontract any portion of the work described in the Scope of Services.

IX. ASSIGNMENT - This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Neither this Agreement, nor any claims, rights, obligations or duties associated hereto, shall be assigned or assignable by either City or Planner without the prior written consent of the other party.

X. INTEGRATION - These terms and conditions and the letter agreement (Scope of Services) to which they are attached represent the entire understanding of City and Planner. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be

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HALFF ASSOCIATES, INC.

General Terms and Conditions (continued)

modified or altered except in writing signed by both parties.

XI. JURISDICTION AND VENUE - This Agreement shall be administered and interpreted under the laws of the State Texas. Exclusive venue shall lie in Tarrant County, Texas.

XII. SUSPENSION OF SERVICES - If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, the Planner shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs and there also shall be an equitable adjustment in the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, the Planner may, at its option, terminate this Agreement upon giving notice in writing to the City. Planner may request that the work be suspended by notifying City, in writing, of circumstances that are interfering with normal progress of the work. If the City fails to make payments when due or otherwise is in breach of this Agreement, the Planner may suspend performance of services upon five (5) calendar days notice to the City. The Planner shall have no liability whatsoever to the City for any costs or damages as a result of such suspension caused by any breach of this Agreement by the City.

XIII. TERMINATION OF WORK - Either the City or the Planner may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days' prior written notice. City agrees that termination of Planner for City's convenience shall only be utilized in good faith, and shall not be utilized if the purpose or result is the performance of all or part of Planner's services under this Agreement by City or by another service provider. The City shall within ten (10) calendar days of termination pay the Planner for all services rendered and all costs incurred up to the date of Planner's receipt of notice of termination, in accordance with the compensation provisions of this contract.

XIV. TAXES - The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes. Should regulations, laws, rules or other requirements be promulgated following execution of this Agreement City agrees to fully reimburse Planner and its sub-consultants for those taxes

paid or assessed that were not enforceable as of the date of this Agreement.

XV. ALTERNATIVE DISPUTE RESOLUTION - Any conflicts or disputes that arise under or through this Agreement or following the completion thereof shall be discussed at a meeting of one senior management person from City and one from Planner. This meeting shall be a condition precedent to the institution of any legal or equitable proceedings, unless such meeting will infringe upon schedules defined by applicable statutes of limitation or repose. Should such a situation arise the parties agree that such meeting shall still be required but the institution of proceedings shall not be precluded for failure to meet this specific meeting requirement.

XVI. SEVERABILITY - Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVII. TIMELINESS OF PERFORMANCE - City recognizes that Planner must perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVIII. AGREED REMEDIES - In recognition of the relative risks and benefits of the Project to both the City and the Planner, and acknowledging that the allocation of risks and limitations of remedies are business understandings between the parties and such shall apply to all possible theories of recovery, City agrees, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Planner and the Planner's officers, directors, employees, agents, and sub-consultants to the City or to anyone claiming by, through or under the City, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes of the Planner or the Planner's officers, directors, employees, agents, and sub-Planners, shall not exceed the Planner's fee for the services performed under this Agreement or \$50,000, whichever is

greater. Increased limits may be negotiated for additional fee.

Further, it is the intent of the parties to this Agreement that Planner's services under this Agreement shall not subject Planner's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

XIX. WAIVER - Any failure by Planner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Planner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

APPROVED:

Planner: HALFF ASSOCIATES, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED:

City of Colleyville:

Signature: _____

Name: _____

Title: _____

Date: _____

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Exhibit A

City of Colleyville Preparation of a Comprehensive Plan

Scope of Services to be provided

The scope of work for this planning effort includes the preparation of a Comprehensive Plan for the City of Colleyville. This effort includes public participation; a review of the existing comprehensive plan; an update of existing conditions and projections; a review of current regulations and the development process; preparation of a common vision and goals; preparation of key plan elements including park facilities, environment and natural resources, housing, future land uses, downtown revitalization, transportation, corridor recommendations for Colleyville Boulevard, coordination with ongoing utility infrastructure planning, retail opportunities and economic development; development of future land use recommendations; and identification of specific implementation strategies, including recommendations for changes to development regulations.

PROJECT ASSUMPTIONS

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The City of Colleyville will be referred to as **City** or **City Staff** in this document, and Halff Associates (and any associated sub-consultants) will be referred to as the Planning Team.
2. The project planning area will encompass the existing Colleyville city limits. Influences from neighboring communities or unincorporated areas will be considered during the planning process.
3. The City will appoint an Advisory Committee to help guide the Planning Team throughout the comprehensive planning process. Composition of the Advisory Committee will be determined by the City Council and City staff. This advisory committee will be referred to as the Comprehensive Plan Advisory Committee (CPAC), unless otherwise designated by the City of Colleyville.
4. The Director of Colleyville's Community Development Department will serve as the main City contact person to work with The Planning Team and to act as an intermediary with the Planning Team, the Advisory Committee, and other city, county and state government staff persons as required. The Planning Team will take direction from the City-appointed contact person.
5. The City of Colleyville will coordinate contact, meetings and the transfer of necessary information from other organizations and entities such as TxDOT, Tarrant County, the North Central Texas Council of Governments (NCTCOG) and other entities as necessary.
6. The City of Colleyville will coordinate arrangements for locations, setup, refreshments, notifications and advertising for all stakeholder, focus group, public meetings/open house events and public hearings. The Planning Team will assist with flyers, e-mail blasts, camera-ready advertisements, and other electronic media used in advertising.
7. Where feasible, meetings shown in this scope of work will be scheduled concurrently (on same or adjacent days) to help increase project efficiency.

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8. The City will provide the Planning Team with the most recently updated digital base map and aerial imagery of the planning area with city limit lines, school district lines, roadway centerlines, property lines, buildings, Tarrant Appraisal District (TAD) data, water and sewer facilities, public facilities (including police, fire, hospital, library and other major public facilities), park and open space facilities, and rivers, lakes, and other major drainage ways for use during the master plan preparation process. These files will be in the form of CADD or GIS file types. The City will also provide information from previous and ongoing studies and projects (as available) that may have an effect on the outcome of the long-range City Comprehensive Plan. This information will be provided in digital format when possible and available.
9. Tasks prepared as part of this planning effort may occur concurrently where appropriate, or in some cases may occur differently from the sequence shown in this Scope of Services document.
10. This scope identifies a specific number of meetings for public involvement and board and City Council review. The meeting total excludes periodic review meetings with City staff, which will be provided at key intervals during the planning process. Some review meetings with staff may be via conference call or on-line meetings. Any significant additions to the number of meetings shown will be considered a change in scope and may increase the project cost.
11. Because of the highly graphic nature of the final planning document, the Comprehensive Plan document will be produced in Adobe In-Design and saved in a PDF format. Twenty five (25) final copies of the plan will be printed for use by the City of Colleyville. A budget has been identified for printing, but may vary depending on the number of pages and format of the final document. Original document digital files will be provided to the City of Colleyville in In-Design and/or PDF formats for the production of additional printed copies or for placement on the City's website.
12. This effort is anticipated to take approximately 12 months, but the overall timeframe may vary based on the public input and approval process.

SCOPE OF SERVICES

The Scope of Services for the preparation of the Comprehensive Plan Update is shown below.

PROJECT MANAGEMENT (Continuous throughout the Planning Process) *(phase cost for elements below - \$3,300)*

Project Management

- a. Prepare monthly brief summary of efforts to date and necessary invoices and billing.
- b. Establish and maintain monthly calendar and schedule, and adjust as necessary during the duration of the planning effort.
- c. Oversee and maintain schedules, level of effort status and deliverables of sub-consultant firms participating in the development of the Comprehensive Plan.

PHASE I PRE-PLANNING *(phase cost for elements below - \$12,580)*

Task 1.1 Assemble and Review Background Studies and Data and Prepare GIS Database for Planning Effort

- a. Assemble and review background data (in digital format where feasible) provided by the City. Information will include, but is not limited to:

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- Most recent digital aerial photography.
 - Most recent demographic information and population projections (currently in use by the City).
 - Current planning efforts, any previous long range plans.
 - Current Land Use Plan.
 - Current Zoning Map.
 - Current Master Thoroughfare Plan.
 - City regulations and ordinances.
 - Subdivision regulations.
 - Capital Improvements Plan.
 - Current and prior citywide budgets for last three years.
 - Plans and studies related to improvements for SH 26 (Colleyville Boulevard), including recent TxDOT schematics and construction plans.
 - Detailed files on current and historical property values as available, or as provided by the Tarrant County Appraisal District.
 - Ongoing studies, such as median improvements design.
 - Any other relevant planning or policy documents.
- b. Compile digital information identified during data gathering exercises into GIS and graphic maps for use during the planning process.

Product by Planning Team – Review studies and planning documents provided, organize GIS files, prepare working base maps for process.

Task Components by City of Colleyville Staff – Provide digital copies of previous comprehensive plan and all other plans and relevant studies. Provide GIS files in digital format.

Task 1.2 Project Initiation (Kick-off) Meeting

- a. Key Planning Team staff will participate in a work session with City staff to accomplish several pre-planning objectives, including:
- Review the project scope and key tasks.
 - Review projected timeframe and schedule, and determine key milestones.
 - Identify other data that may be necessary for the effort and which has not yet been provided.
 - Discuss public participation strategies and implementation.
 - Review key issues that will shape the planning process, as well planning effort objectives and expectations.
 - Establish a branding identity for the planning effort that will be used throughout the process to focus attention on the effort.
 - Conduct a driving tour of the City with City staff to review key critical areas (after work session meeting).
 - Identify key department staff for follow-up Technical Advisory Group meetings at key intervals during the Comprehensive plan development process.

Product by Planning Team – Attend initial kickoff meeting; develop a draft work schedule and key milestones during the planning process.

Task Components by City of Colleyville Staff – Attend initiation meeting; review work program tasks and schedule.

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Conduct Kick-Off Workshop with Comprehensive Plan Advisory Committee (CPAC)

- a. Present planning effort approach and a tentative schedule of meetings with the CPAC.
- b. Identify and discuss key issues and priorities that will shape the Comprehensive Planning process.
- c. In conjunction with staff and the CPAC, discuss and create a draft set of vision statements and goals for the planning process to guide plan development and to be modified as appropriate as the planning initiative progresses.
- d. Identify key stakeholders/groups and entities that should be considered for inclusion during the planning process.

Product by Planning Team – Agenda, presentation materials and mapping for kick-off workshop; facilitate discussion during the kick-off workshop; prepare summary meeting minutes.

Task Components by City of Colleyville Staff – Reserve location for workshop; notify attendees; attend meeting; provide other meeting logistics.

Task 1.3 Create project website and engagement forum

- a. Using Wordpress or a similar simple web-building tool, create a one stop website for information regarding the planning process. Within the parameters of Wordpress, the website will be designed to approximate look of the City of Colleyville's website. The site will include the following components:
 - General information regarding the plan
 - Calendar of planning process events
 - Archive to access presentations and announcements
 - Link to project opinion surveys (by City staff from City's home and planning pages)
 - Feature for resident comments

Product by Planning Team – Draft language and content for website in Wordpress, addition of content throughout the planning process, monitoring of citizen comments.

Task Components by City of Colleyville Staff – Review of draft website content, photography for website, special content as needed (i.e. could include a message from the Mayor).

PHASE II COMMUNITY PROFILE (EXISTING CONDITIONS REVIEW)

(phase cost for elements below - \$28,750)

Task 2.1 Population and Demographic Review

- a. Review most recent current population estimates, demographic data, and socio-economic data from currently available sources, including City projections, appraisal district data, local MPO area projections, Census, and ESRI data. Review available population projections from state and local population projections. Utilize this information to prepare a current demographic "snapshot" of the City.

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- b. Incorporate community profile and marketing information on Colleyville and surrounding areas from available sources including ESRI (as previously assembled by Catalyst Commercial and updated if necessary).

Product by Planning Team – Summarize analysis in report format, including text, tables, charts, images, and maps. Review information on Colleyville and surrounding areas from various entities; incorporate Community Profile information into Comprehensive Plan database.

Task Components by City of Colleyville Staff – Provide most recent population and demographic data.

Task 2.2 Conduct Baseline Analysis (Existing Conditions) and any necessary field reconnaissance (to serve as a basis for more detailed analysis to follow).

- a. Conduct an internal workshop meeting with City staff to discuss the following items, and conduct field review as necessary.
- b. Ordinances, Subdivision, and Annexation Review
 - Review the City's ordinances and standards, its history of revisions and any related performance requirements.
- c. Existing Land Use
 - Review the City's existing land use map, and update as necessary based on recent development.
 - Analyze and quantify remaining vacant lands and determine potential build-out if current zoning is applied.
 - Prepare projected population range at build-out using existing zoning and absorption of remaining vacant properties. Using current growth trends, project general population in five year increments.
- d. Neighborhoods and Housing Characteristics
 - Conduct a neighborhood-by-neighborhood windshield survey of the existing residential neighborhoods in Colleyville to collect data on unique neighborhood and housing characteristics, opportunities and constraints.
 - Evaluate previously established "neighborhood" boundaries, and consider if adjustments or special character zones (such as Colleyville Boulevard) should be added. Map any recommended boundary adjustments.
 - Summarize housing characteristics and trends (changes in value, average size, subarea demographics)
- e. Transportation
 - Review current Thoroughfare Plan, current cross sections and other area plans (such as the ongoing median design study).
 - Evaluate current roadway classifications and suggest preliminary changes if appropriate.
 - Review and map current non-motorized connectivity in the City (existing sidewalks, bicycle facilities and trails). Review current sidewalk policy and requirements.
- f. State Highway 26 (Colleyville Blvd)
 - Review current TxDOT plans for improvements and evaluate in terms of longer range strategy to create a more context sensitive solution for Colleyville.
 - Recommend short term actions if necessary prior to completion of more detailed recommendations for SH 26.
 - Identify potential boundaries for a Colleyville Boulevard planning "district" for consideration during subsequent phases.

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- g. Parks and Recreation
 - Review current parks master plan and note any significant inventory changes or additions since the plan was adopted.
 - Prepare map of city-owned parks, as well as other nearby parks and recreation facilities that may influence City decisions.
 - Review current level-of-service calculations and confirm system deficiencies or surpluses.
- h. Water, Wastewater, and Stormwater Drainage Systems
 - Review current water and wastewater system long-range plans and current CIP proposed improvements.
 - Review current drainage efforts and previously identified deficiencies.
- i. Public Safety (police, fire, emergency medical services)
 - Identify and map existing public safety facilities and services.
 - Incorporate current level-of-service standards used by the City and identify system deficiencies or surpluses.
- j. Civic Facilities (i.e. city hall, other city offices, maintenance facilities, etc.)
 - Identify existing civic facilities and graphically depict on a map.
 - Review condition and document potential preliminary facility and space needs (as identified by City staff).
- k. Economic Development
 - Review information on any current or previous economic development programs, goals, actions, etc.
 - Review general economic performance indicators and trends in recent years (growth, retail sales, tax collections, employment, etc.). If appropriate, compare with other area communities. Provide charts and graphs that illustrate trends.

Product by Planning Team – Graphically depict each baseline analysis item in maps or graphs. Summarize baseline conditions and analysis and present summary and findings to City for review.

Task Components by City of Colleyville Staff – Review and comment on findings of baseline analysis; review baseline analysis maps.

Task 2.3 Issues and Opportunities Summary

- a. Prepare a summary of key findings of the Community profile and discussions with City staff. Include a summary of key issues facing the community, as well as opportunities and constraints that exist in Colleyville today.
- b. Format to be used as a basis for discussions with project stakeholders and Colleyville residents at large.

Product by Planning Team – White paper summary, submitted in draft form for review and comment by Colleyville staff.

Task Components by City of Colleyville Staff – Review white paper and comment as necessary.

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PHASE III PUBLIC PARTICIPATION (phase cost for elements below - \$36,840)

Public participation is an essential component of the planning process. Not only does it make the process more transparent, but it engages the community to create a plan that reflects their goals and vision and generates support in the end product.

Task 3.1 CPAC Working Sessions

- a. The purpose of the Comprehensive Plan Advisory Committee Working Sessions is to review key components of the plan in detail, to explore possible scenarios, to debrief public participation efforts and to receive direction from citizens and stakeholders.
- b. Assist City of Colleyville in determining the composition of the Advisory Committee.
- c. Prepare materials and conduct meetings with the CPAC. CPAC Working Sessions will include an agenda, maps and or handouts for review, and drafts of key tasks for review and comment.
 - A total of four (4) meetings with the CPAC are included in this scope of work, and are intended to occur at key points in the process. (kickoff, after public input, preliminary recommendations, final recommendations). The initial meeting will take place as part of the Comprehensive Plan kickoff meetings.
- d. Two of the four CPAC Work Sessions will be scheduled to review the draft Comprehensive Plan document.

Product by Planning Team – Agenda of work sessions; required materials; summary of comments received.

Task Components by City of Colleyville Staff – Schedule meetings; distribute materials to CPAC; notify attendees; provide meeting refreshments as appropriate; attend meetings.

Task 3.2 Interviews/Round Table Meetings with Key Stakeholders and Elected Officials/Boards

- a. Work with the CPAC and City staff to identify key stakeholders to interview.
- b. Prepare a list of issues/topics/questions for interviews and stakeholder meetings.
- c. Conduct interviews with key stakeholder groups or individuals. A total of up to ten stakeholder interviews are included (Meetings 5 to 14). Stakeholder meetings will be scheduled over a consecutive two to three day period to ensure continuity in the discussion. Some stakeholder meetings may be related to key plan elements listed in Phase IV. Prepare written summary of each interview and stakeholder meeting.
- d. Conduct a joint workshop with the Planning and Zoning Commission, Parks and Recreation Advisory Board, and City Council members. Discuss goals of the plan, process, public involvement, and specific issues and concerns of each board.
- e. Neighborhood focus groups – meet with one focus group assembled by City staff for each of the six current neighborhood groups to identify and discuss key issues related to each area. These meetings will be scheduled concurrently over a two week period.

Product by Planning Team – List of interview questions and issues to be discussed; maps and illustrations for each meeting; summary of interviews and meetings.

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Task Components by City of Colleyville Staff – List of key stakeholders or entities for interviews and meetings; schedule interviews and meetings and set up location; notify attendees; Staff to attend interviews.

Task 3.3 Citywide Opinion Surveys and Student Workshops

- a. Assist in preparing questions for a citywide citizen opinion survey to be conducted by a separate supplier and different contract.
 - Assist in developing key questions.
 - One or more prizes donated by local business or civic organizations will be collected by City staff to serve as incentives for completing the survey.
 - Review the summary of results and incorporate into public input summaries.
- b. Intercept survey
 - Prepare a brief intercept survey with appropriate maps and displays, and solicit input from Colleyville residents through brief questionnaires over a one-day period at three key events as identified by City staff. The City will provide tents, tables, and arrangements with the event organizer.
- c. Photography and Comment submissions
 - Through the project website, invite Colleyville residents to submit photographs and comments that express what they like about Colleyville, what they would like to see changed, and what they have seen elsewhere that they would like to consider in Colleyville.
- d. Colleyville student and youth survey
 - Youth opinions are valued as part of the planning process. Prepare a brief two page on-line survey for 7 and 10th grade students. Request District management and school principal approval, and request that students take survey as an assignment. (City of Colleyville staff will coordinate and get approval from CGISD Superintendent to conduct the survey as shown above).
 - Conduct two workshops with a focus group of area students (one with junior high students and one with high school students). These meetings are intended as focus group meetings, and each should be limited to 20 to 30 students and may be conducted as a component of a Civics or Government class. These workshops will be scheduled and coordinated by City of Colleyville staff.
 - The Planning Team will tabulate and summarize student responses and incorporate into the Public Involvement summary.

Product by Planning Team – Assist in developing list of survey questions; review survey results; prepare student survey. Present survey and public involvement summaries results in a report.

Task Components by City of Colleyville Staff – Assist in promoting on-line survey, coordinate CGISD district participation and any necessary approvals, coordinate class workshops.

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Task 3.4 Public Input Meetings/Workshops

- a. A public input meeting is typically 3 hours long (including a pre-meeting open house) and is designed to gather ideas and input from the public. Participants will break out into small groups organized around plan elements (housing and neighborhoods, transportation and mobility, economic growth, and quality of life) to discuss issues and work to develop a desired future.
- b. Two citywide public input meetings will be held over the duration of the planning process to gather public input. These will include:
 - a) Initial Citywide Open House/Public Meeting- goals/vision/identify issues and possible solutions meeting, and
 - b) Recommendations Citywide Open House/Public Meeting - draft recommendations and strategies review meeting.
- c. Meetings will be held at a central citywide location with adequate capacity. Meeting dates will be scheduled at an appropriate time during the project schedule. The City of Colleyville will be responsible for reserving the meeting location, promoting the meeting, and providing any door prizes (such as gift certificates to local merchants and restaurants) and refreshments that are provided.
- d. The Planning Team will assist in promoting the meetings in the following ways:
 - Prepare e-mail blast to be distributed by City staff to known email addresses for residents of Colleyville.
 - Prepare flyers to be distributed to residents at key locations such as City Hall.
 - Participate in interviews with local media (radio, TV, and press) to help promote the meeting.
- e. Prepare a summary of each meeting.

Product by Planning Team – Prepare agenda and presentation and displays for meetings; facilitate meetings; facilitate small groups at public input meetings; prepare summary of all public input findings for inclusion in comprehensive plan document.

Task Components by City of Colleyville Staff – Publicize public input meetings; reserve meeting space; assist in meeting planning and facilitation; review meeting summaries provided by Planning Team and comment as appropriate.

Task 3.5 Public Input Summary and Key Findings

- a. Develop and maintain an ongoing summary of citizen input throughout the planning process, and incorporate new citizen input as it takes place. The summary will be in the form of tables, charts, and short verbal statements that highlight key findings and direction provided by the various public involvement components.
- b. Review periodically with City of Colleyville staff. Present to the CPAC during one of the meetings scheduled with the Committee.
- c. Incorporate the final public involvement summary into the Comprehensive Plan document.

Product by Planning Team – Summary of citizen involvement components.

Task Components by City of Colleyville Staff – Review and comment as appropriate.

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PHASE IV PLAN ELEMENT ANALYSIS & RECOMMENDATIONS

(phase cost for elements below - \$116,830)

Key focus or catalytic areas will be analyzed based on the preliminary assessments and issues and opportunities previously identified. These will be included as sections or chapters within the Comprehensive Plan document.

Task 4.1 Future Land Use and Transitional Residential Uses

- a. Identify potential land use policies and development type strategies for transitional areas in or near residential zones. Identify potential areas where transitional standards may be appropriate.
- b. Based on staff and citizen input, develop appropriate land use categories and criteria to address the recommended land use and residential types. Review with staff and adjust as necessary.
- c. Incorporating the recommendations of other plan element recommendations, prepare a draft land-use plan in GIS format that identifies growth and land-use patterns to meet projected population growth needs.
- d. Incorporate transportation strategies identified in the Transportation and Mobility section.

Task 4.2 Economic Growth Strategies

- a. Consolidate economic development strategies that will help advance the vision and goals of Colleyville, and integrate into the Comprehensive Plan.
- b. Analyze the fiscal impacts of the catalytic/focus area recommendations based on potential development and required public infrastructure.

Task 4.3 Colleyville Boulevard Recommendations

- a. Conduct a discussion meeting with property owners, business representatives, City staff, area residents and TxDOT to discuss goals and potential strategies for Colleyville Boulevard. Identify key needs of each entity.
- b. Develop draft recommendations for connectivity, alternative transportation modes, roadway character, and the relationship of adjacent development to the roadway (short and long term). These illustrations may be in section, plan view or illustrative perspective format.
- c. Create an economic “snapshot” of the Colleyville Boulevard. Examine the corridor’s current share of retail, residential, and office space in Colleyville.
- d. Incorporate into a specific Comprehensive Plan section that discusses Colleyville Boulevard findings and recommendations.

Task 4.4 Neighborhood Area Strategy

- a. From input and ideas generated previously in the focus groups held in each neighborhood planning area, prepare recommendations for each area that address resident concerns and desires. These will include street characteristics, mobility (both motorized and non-motorized), connectivity, preservation or enhancement of unique area features, gateways and identity, infill/teardown development, and recommendations to address other development related areas of concern.

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- b. Incorporate into a specific Comprehensive Plan section that addresses neighborhood related recommendations, strategies and actions.

Task 4.5 Special Undeveloped Area Strategies

- a. Develop prototype or example development/enhancement scenarios for three key areas in the City, representing:
 - 1. Key north gateway area along Colleyville Boulevard
 - 2. Undeveloped area with transitional residential uses
 - 3. Larger (5 acres or larger) undeveloped non-residential properties
- b. Conduct one (1) two to three day long charrette to explore goals and expectations for the areas to explore development scenarios. The charrette will focus on all three key areas. The charrette will include property owners, City staff, area business/merchant representatives, developers, real estate industry representatives and nearby residents (as appropriate) in providing initial input and review of ideas being explored.
- c. For the Northern Gateway area, develop a prototype plan that identifies potential uses, configuration, volume and densities of structures, buffer areas if required, special features dictated by drainage if needed, and vehicular and walking/bicycling access. The intent of the concept plan for the northern gateway area plan will be to use it as a marketing tool for the property. Include a summary economic snapshot that recommends best potential uses for the site.
- d. For area 3) the focus will be on compatibility with adjacent areas, suggesting potential uses and guiding future development of those areas.
- e. Test potential impact of strategic recommendations on these areas, such as alternative densities, setback, use configurations and form based strategies.
- f. Develop conceptual development guidance plan illustration for each area.
- g. Summarize recommendations and key findings and incorporate into the Comprehensive Plan as an appendix

Task 4.6 Colleyville Center Concept Plan

- a. Conduct a workshop with the Colleyville Center Advisory Committee and the Events Steering Committee as well as City staff to prepare list of issues and potential modifications and improvements to the Colleyville Center area.
- b. Develop a preliminary concept plan for the area, illustrating potential changes and additions.
- c. Review in a workshop with City staff and key Committees/stakeholders, and modify concept plan once to reflect comments received. Develop preliminary cost estimates and potential phasing for proposed improvements (at a concept level of detail).
- d. As part of other Comprehensive Plan presentations, present Colleyville Center recommendations, and summarize for inclusion as appendix of Comprehensive Plan document.

Task 4.7 Infrastructure Issues and Strategies

- a. Review existing water and sewer master plans, proposed capital improvement efforts, and other ongoing but separate infrastructure plan studies or designs.
- b. Based on the review and citizen/stakeholder/city comments received, recommend actions related to sewer and water systems.

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- c. Review storm water master plan and proposed capital improvement efforts, and recommend actions related to addressing stormwater needs.

Note: the infrastructure items prepared in this task will provide strategic direction and broad scale recommendations, but will not constitute specific stand-alone infrastructure master plans.

Task 4.8 Park and Recreation Master Plan Recommendations

- a. Incorporate citizen input related to parks, trails, and recreation issues during the planning process.
- b. Adjust current Park Master Plan recommendations and strategic actions as appropriate per comments received.
- c. Review tree planting and preservation requirements. Review landscape requirements for non-residential properties and summarize areas to be adjusted as appropriate.
- d. Using the current Parks Master Plan language and recommendations, develop summary chapter related to parks, trails, and recreation for inclusion in the Comprehensive Plan document.
- e. Review with City staff and the Parks Advisory Board, and modify as appropriate per comments received.

Task 4.9 Transportation Strategies

- a. Working with the City of Colleyville, obtain the latest traffic projection model (Year 2035) from the North Central Texas Council of Governments (NCTCOG) for the Colleyville area.
- b. Review the traffic demand model from NCTCOG and adjust model as necessary to account for changes in land use, zoning, development and/or roadways within Colleyville that are not reflected in NCTCOG model.
- c. Develop traffic volume projections for the year 2035 for the thoroughfare plan roadways based on the updated model.
- d. Review model data to identify roadways/critical intersections with deficiencies and develop possible strategies and recommended actions to resolve identified problems. Solutions may include recommendations for additional roadways, changes to roadway classifications, alternative roadway cross-sections, intersection capacity improvements, policies, restrictions, and/or enforcement. Where appropriate, include bicycle lanes.
- e. Prepare recommendations for review and comment by City staff.
- f. Based on input from City of Colleyville, prepare update to the Master Thoroughfare Plan (MTP) for inclusion in the Comprehensive Plan document. Updated MTP will include cross-sections for each roadway classification.
- g. In map format, incorporate recommendations on the location and type of way finding sign elements to be placed throughout the City,
- h. Include recommendations for street lighting types and placement.

Task 4.10 Review all Plan Element Recommendations with City staff

- a. Review all draft focus area recommendations with City staff from all related departments, and adjust per comments received.
- b. Address comments received and incorporate into overall plan.

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PHASE V PREPARATION OF DRAFT PLAN DOCUMENT

(phase cost for elements below - \$25,900)

Task 5.1 Prepare draft Comprehensive Plan components, including key plan element sections developed in Phase IV

- a. Prepare draft plan document, to include the following sections. These may be adjusted, combined or added to as the planning process moves forward. The plan is envisioned to include:
 1. Vision and Goals - prepare draft vision and goals statements that capture the direction for the city as provided by residents during the public input process.
 2. Citizen Input and Direction Provided by Colleyville Residents - summarize findings of the public involvement process, and direction provided by the residents of the City.
 3. Future Land Use recommendations
 4. SH 26 Corridor recommendations
 5. Recommendations for key undeveloped areas and the Colleyville Center
 6. Thoroughfare and mobility recommendations (including sidewalks and bicycle facilities)
 7. Infrastructure recommendations
 8. Parks, Trails, and Recreation recommendations
 9. Economic growth/sustainability recommendations
 10. Implementation Strategies. Include a review of the City's zoning regulations and recommend areas where adjustments should be made to conform with direction provided by the Comprehensive plan goals and vision.

Task 5.2 Preliminary Draft Plan Review

- a. Submit digital draft files for review by Staff, and modify per comments received.
- b. Submit draft copies to staff to distribute to CPAC members. Review draft with the CPAC at the 3rd of 4 meetings (discussed in Task 3.2) scheduled with the CPAC. Address comments received from CPAC.

Product by Planning Team – Preliminary draft of plan update; work with CPAC to review draft and make necessary modifications.

Task Components by City of Colleyville Staff – Schedule work session and reserve location; distribute materials; notify attendees; attend if desired.

Task 5.3 Final Draft Plan Review

- a. Incorporate comments from CPAC working session and draft a final comprehensive plan document. For graphic quality, the document will be prepared in In-Design. Place on Project website for Colleyville residents' review and comment.
- b. Final Public Review Meeting (discussed in Task 3.6) - Present to public for review and comment at a citywide meeting. Compile resident feedback from meeting and as submitted directly or via website, review comments and recommend adjustments to the plan per comments received.
- c. A final CPAC working session will be scheduled to review feedback from public presentation meeting, consider changes to the final draft, and to formally endorse the plan.

Product by Planning Team – Final draft of plan update; prepare presentation and attend public presentation meeting; summarize public feedback; attend final CPAC work session.

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Task Components by City of Colleyville Staff – Reserve location of final public presentation meeting; schedule work session and reserve location; distribute materials; notify attendees; attend if desired.

PHASE VI FINAL PLAN ADOPTION AND PRODUCTION **(phase cost for elements below - \$10,900)**

Task 6.1 Planning and Zoning Commission Recommendation

- a. Along with City staff, present the final draft plan to the Planning and Zoning Commission in a workshop meeting for review and comment.
- b. Present the final plan to the Planning and Zoning Commission for recommendation to City Council for approval.

Product by Planning Team – Prepare final draft of plan update; attend Planning and Zoning Commission meeting to answer questions.

Task Components by City of Colleyville Staff – Assist in presenting final draft of plan update to Planning and Zoning Commission.

Task 6.2 City Council Final Review and Adoption

- a. Present the draft plan to the City Council in a workshop session. Review all areas of the plan, and address concerns expressed by the City Council. Advertise as formal public hearing if required.
- b. Present the final draft plan to the City Council for adoption. Advertise as formal public hearing if required.

Product by Planning Team – Presentation of Plan at Workshop with City Council, attend final adoption meeting.

Task Components by City of Colleyville Staff – Schedule presentation to City Council.

Task 6.3 Report Production

- a. Following the presentation to City Council and adoption, The Planning Team will provide twenty-five (25) final printed copies of the Plan report in full color, and will provide a digital original (in both PDF and In-Design format on CD-ROM).
- b. GIS shape files developed as part of the process will be transmitted to the City of Colleyville.
- c. Jpegs and/or PDF files for graphics, illustrations and other unique components prepared during the planning process specifically for the City of Colleyville will be transmitted in digital format.

Product by Planning Team – Twenty-five (25) copies of final Plan; digital original of the Plan on CD-ROM, GIS shape files, electronic copies of illustrations, maps, etc.

Halff Associates, Inc.- Contract for Comprehensive Plan Update



Exhibit B

City of Colleyville Preparation of a Comprehensive Plan

Exhibit B – Basis of Compensation

Basic professional services as described in Exhibit 'A' – Scope of Services will be provided on a lump sum basis, excluding reimbursable expenses, with an authorized fee of \$ 249,850. The overall authorized fee will not be exceeded without City authorization. Invoices will be submitted monthly based on the overall percentage of work completed. The overall fee will generally be allocated as follows:

I.	Professional Services Fees		\$ 235,100
	Project Management (ongoing throughout process)	\$ 3,300	
I.	Pre-Planning	\$ 12,580	
II.	Technical Analysis (Existing Conditions)	\$ 28,750	
III.	Public Participation	\$ 36,840	
IV.	Plan Element Analysis and Recommendations	\$116,830	
V.	Draft Plan Document and Draft Review	\$ 25,900	
VI.	Final Plan Adoption Process and Final Deliveries	\$ 10,900	
II.	Base Reimbursable Expenses (<u>estimated</u> , will be invoiced as incurred)		\$ 11,750
	Printing of final report (estimated)		\$ 3,000

Base Reimbursable Expenses – Reimbursable expenses incurred as part of the Comprehensive Plan effort will submitted for reimbursement on a monthly basis. Reimbursable expenses include costs associated with acquiring maps and information, travel related expenses, photographic printing, printing of required background reports and other documents, printing of final reports, delivery services, large format maps and prints, computer plots, and computer charges normally associated with production of these services.

End of Exhibit B – Basis of Compensation

ORDINANCE O-12-1852

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING SECTION 1 OF ORDINANCE O-11-1805 OF THE GENERAL FUND BUDGET FOR THE TRANSFER OF \$200,000 FOR AN UPDATE TO THE CITY OF COLLEYVILLE MASTER PLAN, \$300,000 FOR FACILITY MAINTENANCE AND REPAIR AND \$600,000 FOR FUTURE STREET REHABILITATION PROJECTS FROM THE GENERAL FUND TO THE CAPITAL PROJECTS FUND ON SEPTEMBER 30, 2012 AND AUTHORIZING THE CITY MANAGER TO TRANSFER UNSPENT FY 2012 GENERAL FUND BUDGET APPROPRIATIONS FOR STREET REHABILITATION FROM THE GENERAL FUND TO THE CAPITAL PROJECTS FUND ON SEPTEMBER 30, 2012

WHEREAS, the FY 2012 General Fund projected year end revenues are anticipated to exceed budgeted revenues and the City Council desires to provide funding for an update to the City of Colleyville Master Plan (\$200,000), funding for facility maintenance and repairs (\$300,000) and additional funding for future street rehabilitation projects (\$600,000), it is necessary to amend the FY 2012 budget in the amount of \$200,000 for the Planning and Zoning line item (001-19-10-6805) and to amend the FY 2012 budget in the amount of \$300,000 for the Facilities Maintenance line item (001-57-10-6805) and to amend the FY 2012 budget in the amount of \$600,000 for the Street Department's line item (001-33-10-6805), making the amended total of the FY 2012 General Fund budget \$19,558,997; and

WHEREAS, the City Council desires to preserve unspent Fiscal Year 2012 General Fund budget appropriations for future street rehabilitation projects; and

WHEREAS, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including but not limited to the Open Meetings Act; and

WHEREAS, the City Council determines that the passage of this ordinance is in the best interests of the health, safety and welfare of the public.

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

- Sec. 1. THAT appropriation amounts for the Fiscal Year 2012 budget as amended by Ordinance O-11-1805 for the different funds of the City of Colleyville are amended to read as follows and that due to FY 2012 staff reorganizations, in the event that expenditures in a department exceed the adopted budget for that department, the city manager is authorized to transfer all or part of the unencumbered appropriation balance from one department to another per the Charter of the City of Colleyville, Section 9.04 (D):

General Fund	\$19,558,997
Utility Fund (Water & Wastewater)	\$11,563,388
Debt Service Fund	\$ 2,119,590
Drainage Utility Fund	\$ 831,380

- Sec. 2. THAT the city manager is authorized to transfer up to \$200,000 of the difference in FY 2012 General Fund revenues over expenditures for an update to the City of Colleyville Master Plan from the General Fund to the Capital Projects Fund on September 30, 2012.
- Sec. 3. THAT the city manager is authorized to transfer up to \$300,000 of the difference in FY 2012 General Fund revenues over expenditures from the General Fund to the Capital Projects Fund in order to fund facility maintenance and repairs on September 30, 2012.
- Sec. 4. THAT the city manager is authorized to transfer up to \$600,000 of the difference in FY 2012 General Fund revenues over expenditures from the General Fund to the Capital Projects Fund for future street rehabilitation projects on September 30, 2012.
- Sec. 5. THAT the city manager is authorized to transfer unspent Fiscal Year 2012 General Fund budget appropriations for street rehabilitation (001-33-10-6319) from the General Fund to the Capital Projects Fund for future street rehabilitation projects on September 30, 2012.

Sec. 6. THAT the effective date of this ordinance shall be September 30, 2012.

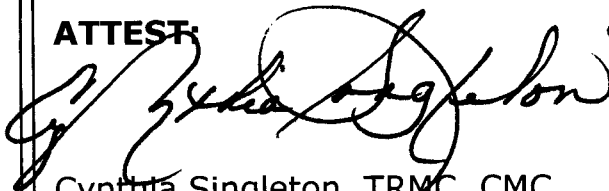
AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 4TH day of September 2012.

The second reading and public hearing being conducted on the 18TH day of September 2012.

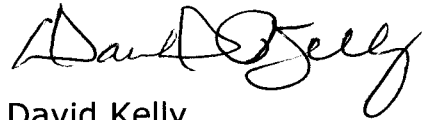
PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the 18th day of September 2012.

ATTEST:



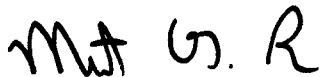
Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:



Matthew C.G. Boyle
City Attorney



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4d

Agenda Date 10/15/2013

Number Resolution R-13-3681

Type Resolution

Department Finance

Title

Approval of an Interlocal Agreement and funding for the Metroport Teen Court Program

Explanation

Reading and Public Hearing

Since 1994, the City of Colleyville has participated in the Metroport Teen Court program with the cities of Grapevine and Southlake. Fiscal Year 2011 was the first year that the City of Keller participated in the program. Attached is the proposed Interlocal Agreement for the Metroport Teen Court for Fiscal Year 2014, for an annual cost of \$36,750. The cost of the program is split equally between the four participating cities. Per the attached memo, in Fiscal Year 2013, the Metroport Teen Court program was used by 109 participants for violations occurring in Colleyville, which reflects 11.9 percent of the 914 Metroport Teen Court participants.

Financial Impact

Funding was approved in the Fiscal Year 2014 Colleyville Crime Control and Prevention District budget, approved by City Council on July 2, 2013.

Recommendation

Approve

Attachments

1. Interlocal Agreement Among City of Colleyville, City of Grapevine, City of Keller and City of Southlake
2. Memorandum dated September 30, 2013 - Interlocal Agreement for funding of Teen Court program

INTERLOCAL AGREEMENT

AMONG

CITY OF COLLEYVILLE, CITY OF GRAPEVINE, CITY OF KELLER, AND CITY OF SOUTHLAKE

This Interlocal Agreement (“Agreement”), entered into effective on the 1st day of October, 2013, by and among the City of Colleyville, the City of Grapevine, City of Keller, and the City of Southlake, all municipal corporations of the State of Texas (herein called “Cities” or “each participating City”), the parties acting herein under the authority and pursuant to the terms of Chapter 791, INTERLOCAL COOPERATION CONTRACTS, Texas Government Code, **WITNESSETH THAT:**

WHEREAS, the City Councils of the Cities of Colleyville, Grapevine, Keller, and Southlake jointly find that it will be in the public’s best interest to enter into this Agreement for the purposes set forth herein below.

NOW, THEREFORE, it is mutually agreed between each participating City that:

1. Teen Court is a volunteer program which allows juvenile misdemeanor offenders an alternative to the criminal justice system while allowing them also to assume responsibility for their own actions through their involvement in the judicial process and community services in order that their offenses will not be recorded. Bringing juvenile offenders to a jury of their peers and to the community for constructive punishment will provide the juveniles with an understanding of the judicial system and a realization of their roles and responsibilities in the community.

2. The community will benefit from this interaction in that, through Teen Court, the community is afforded a unique opportunity to become involved in the education of juvenile offenders and will benefit from the community services provided to the community by the juvenile offenders.

3. A Teen Court Advisory Board shall be appointed by the respective governing bodies comprised of two (2) members at large from each participating City and one (1) city council member from each participating City as each so chooses all of whom are voting members. The role and duties of the Teen Court Advisory Board shall be established by the

Municipal Court Judges in the participating Cities.

4. The name of the program established by this Agreement shall be the "METROPORT Teen Court Program." The City of Southlake shall employ an administrator to administer and coordinate the activities of the METROPORT Teen Court Program. The title of the administrator shall be "Teen Court Coordinator."

5. This Agreement shall be executed in separate counterparts for each participating city, which counterparts shall be valid and binding as if the original. Each participating city, as its contribution for participating in the METROPORT Teen Court Program, shall pay to the City of Southlake \$36,750.00 ("Service Fee") upon such participating City's execution of this Agreement. It is expressly agreed that such payment fairly compensates the City of Southlake for the performance of services contemplated under this Agreement. Each participating City shall make this payment from current revenues available to that City.

6. The Teen Court Coordinator shall be an exempt employee for purposes of Fair Labor Standards Act (FLSA) coverage.

7. The scope of responsibilities of the Teen Court Coordinator shall be established by the City of Southlake.

8. The term of this Agreement shall be for a period of (12) twelve months beginning October 1, 2013, and ending September 30, 2014. If the parties have failed to adopt a new Agreement by the expiration date of this Agreement, this Agreement shall be deemed to continue on the same terms and conditions until such time as the new Agreement is adopted for the ensuing year, unless any party terminates its participation in this Agreement as provided below. In such event, this Agreement shall continue in effect until either the City of Southlake or all other participating Cities have terminated this Agreement. Upon renewal or continuation of this Agreement, each participating City shall pay the Service Fee to the City of Southlake for the ensuing year.

9. Any party hereto may terminate its participation in this Agreement without recourse or liability upon thirty (30) days written notice to the other party.

10. By execution of this Agreement, each party represents to the other that:
 - a. In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services which it is authorized to perform; and
 - b. The undersigned officer or agent of the party has been properly authorized by that party's governing body to execute this Agreement and that any necessary resolutions extending such authority have been duly passed and are now in effect.
11. This Agreement is made pursuant to Chapter 791 and Subchapter E, Chapter 418, Texas Government Code. It is agreed that in the execution of this Agreement, no party waives any immunity or defense that would otherwise be available to it, against claims arising from the exercise of governmental powers and functions.

ATTEST:

City Secretary, City of Colleyville

Date

Mayor, City of Colleyville

Date

City Secretary, City of Grapevine

Date

Mayor, City of Grapevine

Date

City Secretary, City of Keller

Date

Mayor, City of Keller

Date

City Secretary, City of Southlake

Date

Mayor, City of Southlake

Date

Approved as to form and legality:

City Attorney, City of Colleyville

City Attorney, City of Grapevine

City Attorney, City of Keller

City Attorney, City of Southlake

MEMORANDUM

September 30, 2013

TO: Karen Hines, Colleyville Finance Manager

FROM: Crystal Maddalena, Metroport Teen Court Coordinator

SUBJECT: **Interlocal Agreement for funding of the Teen Court Program**

The attached FY 2014 Interlocal Agreement, outlines the METROPORT Teen Court Program. This agreement also outlines the development of the METROPORT Teen Court Advisory Board and the duties of its members. The agreement also authorizes the City of Southlake to employ a full-time Teen Court Coordinator, provide office space for him/her and collect revenues from the other participating Cities in order to maintain the program.

Metroport Teen Court has a success rate of **92%**. North Texas Teen Courts average a success rate of **77%**, putting Metroport **15%** above average. Following are the requested data of Teen Court referrals for the City of Colleyville.

- **FY 2013:** 914 Total Referrals for Metroport Teen Court
- **FY 2013:** 109 case referrals with 119 violations from the City of Colleyville

Historical Data of Colleyville Referrals:

- **FY 2012:** 199 case referrals with 215 violations
- **FY 2011:** 175 case referrals with 187 violations
- **FY 2010:** 247 case referrals with 255 violations
- **FY 2009:** 214 case referrals with 237 violations

Metroport Teen Court would like to thank the City of Colleyville for its long-standing and continued support and look forward to a lasting relationship. Should you need any further information and/or data, please feel free to contact me at (817) 748-8346.

Regards,

Crystal Maddalena
Metroport Teen Court Coordinator



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4e

Agenda Date 10/15/2013

Number Resolution R-13-3681

Type Resolution

Department Building Services

Title

Approval of Service Agreements between the City of Colleyville and Trane Service Group, through the Texas Cooperative Purchasing Network (TCPN) to provide for year three of a five year agreement for the inspection, maintenance, and repair of the HVAC systems in the Colleyville City Hall, Colleyville Public Library, and Colleyville Justice Center in an amount not to exceed \$60,550.32

Explanation

Reading and Public Hearing

On September 20, 2011, City Council approved a five year contract with Trane Service Group to provide inspection, maintenance, and repair for the commercial HVAC systems at the Colleyville City Hall, Colleyville Public Library, and Colleyville Justice Center (attached Resolution R-11-3400). The scope of services outlined in the attached service agreements provide for an annual comprehensive inspection, three run inspections, filter change-out, and semi-annual condenser coil cleaning. Trane Service Group assumes responsibility for all costs related to the inspection and repair of the systems, including parts, materials, labor, emergency service calls under two hours, and a preferential rate on any work outside of the scope of this agreement.

The Trane Service Group contract is offered through Texas Cooperative Purchasing Network and this is year three of the approved five year contract. The pricing for Fiscal Year 2014 is \$20,415.32 for the City Hall and Library complex and \$40,135 for the Justice Center.

Financial Impact

Funding is available in the FY 2014 Building Services budget line item account 001-57-10-6285.

Recommendation

Approve

Attachments

1. Trane Service Agreement - City Hall and Library
2. Trane Service Agreement - Justice Center
3. Resolution R-11-3400



Trane Select Service Agreement

SERVICE PROPOSAL FOR:

City of Colleyville

100 Main Street
Colleyville, TX 76034
Kelly Howell

SITE ADDRESS:

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

LOCAL TRANE OFFICE:

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

LOCAL TRANE REPRESENTATIVE:

Shirley Hernandez Ross
Office: (817) 838-1310

PROPOSAL ID / AGREEMENT NUMBER:

1198442 / 144119R
TCPN Proposal # 02-10077-11-001

DATE:

July 12, 2011

TRANE SELECT SERVICE AGREEMENT

Executive Summary

Thank you for choosing Trane Building Services as your HVAC support partner. We are committed to working with you to help you ensure your building serves the needs of your organization. The details of that commitment are in the following pages.

A Trane Select Service Agreement will provide planned maintenance and repair for your HVAC systems as specified in the scope of the Agreement. The Agreement assures that factory recommended services are executed on scheduled intervals, while also allowing you to accurately budget repairs to maintain peak performance. With repairs included in your annual planned maintenance, the Agreement should help you minimize unplanned down time and unexpected expense.

Beyond the benefits of a typical service plan, a Trane Select Service Agreement can deliver enhanced value through an optional Performance Package. Trane is continuously collecting data from your HVAC system that can be streamed into a report to provide insight into the overall system performance of your building. Based on a professional analysis of the report's findings, we can demonstrate opportunities for improvement, and recommend actions to help you achieve performance objectives for energy usage, operational efficiency, environmental impact, air quality and more.

Additionally, as a Trane customer you can count on:



- ☑ **Priority Response** – as a Trane Service Agreement customer you will have service priority, above time and materials customers.
- ☑ **Advanced Diagnostics** – Trane proprietary applications and technologies equip technicians to analyze system performance and make actionable service recommendations.
- ☑ **Trane OEM Service Delivery** – ensures the right services are completely and consistently performed to keep your equipment running efficiently and reliably.
- ☑ **Dedicated Trane Service Team** – a local service team consisting of a Service Coordinator, one or more Service Technicians and an Account Manager, all of whom will be familiar with your service requirements, your HVAC equipment and your facility.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.

TRANE SELECT SERVICE AGREEMENT

Added Value

Proper maintenance can save an estimated 12-18%* of your budget compared to a run-to-fail approach. A Service Agreement is structured to help you capture those savings.



Research has shown that regular maintenance can:

Cut unexpected breakdowns by	70-75%*
Reduce downtime by	35-45%*
Lower equipment repairs and maintenance costs by	25-30%*
Reduce energy consumption by	5-20%*

* Source: FEMP O&M Guide – July 2004

In addition to financial value, when you partner with Trane you can expect:

Dependability and Consistency

Assigned Service Team - Your service team will consist of our professional Service Coordinator, Service Technicians, and Account Manager with extensive HVAC experience. Our technicians have a thorough understanding of controls, heating, refrigeration, and airside systems.

Priority Response - Colleyville City of City Hall will receive preferred service status. Priority Emergency Response is available on a 24-hour-per-day basis.

Automated Scheduling System - Trane utilizes a computerized scheduling program to ensure that all services included in the agreement are performed.

Superior Service Delivery

Trane's OEM Service Delivery Process ensures consistent quality through:

- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on Safety & Environments

Superior Service Delivery (continued)

Service Work Flow - Trane's industry exclusive service flow process includes detailed procedures that identify steps for: safety, parts, materials, tools, and sequence for execution. Trane's procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. Trane's exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, Trane's exclusive service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

Trane's proprietary program is unequalled in the industry.

Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - Trane Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

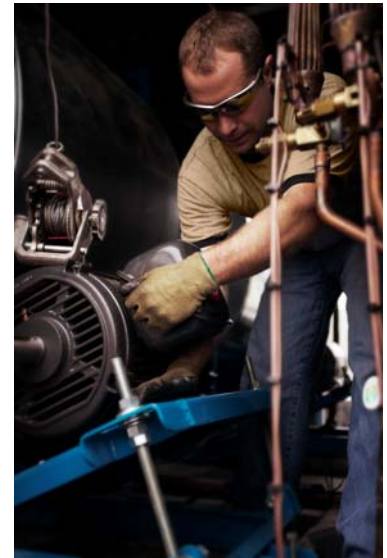
Training for Facility Staff - Concurrent with annual start-up, your Trane Technician will instruct your operator how to operate the equipment covered by the agreement.

Health and Safety

Safety Management Program - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hr certified safety managers who are available to perform safety consultations related to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses, and other key risk assessments and control strategies.

Personal Safety - Trane service technicians are, at a minimum, OSHA 10-hr certified, or equivalent with yearly retraining on all key occupational safety and health topics. Most of our technicians have participated in "Smith Safe" driver training and are Department of Transportation (DOT) Hazmat certified. They are provided with up to date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

Drug-Free Workplace - Trane service maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.





Environmental Management

Refrigerant Policy - Trane Building Services practices and procedures are compliant with all Federal and State laws and regulations concerning the proper handling, storage, and repair of leaks of ozone-depleting refrigerants and their substitutes according to Environmental Protection Agency regulation 40 CFR Part 82. Trane service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Program - Trane Building Services maintains and uses Trane Refrigerant Management Software (RMS) to capture, manage and report Refrigerant Activity. The Refrigerant Activity Report Form is used by the technician to record all refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by central office personnel. Annually, Trane prints a report from RMS of all Refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by Trane Building Services Technicians for each piece of equipment, and can be used to satisfy reporting requirements.

Oil Disposal - Trane Building Services removes used oil from your refrigeration units and disposes of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used oil where allowed and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste, Trane will remove used oil from refrigeration units for the customer to arrange disposal).



The Agreement



TRANE SELECT SERVICE AGREEMENT

SERVICE PROPOSAL FOR:

City of Colleyville
100 Main Street
Colleyville, TX 76034
Kelly Howell

SITE ADDRESS:

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

LOCAL TRANE OFFICE:

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

LOCAL TRANE REPRESENTATIVE:

Shirley Hernandez Ross
Office: (817) 838-1310

PROPOSAL ID / AGREEMENT NUMBER:

1198442 / 144119R
TCPN Proposal # 02-10077-11-001

DATE:

July 12, 2011





TRANE SELECT SERVICE AGREEMENT

Scope of Services – Standard Inclusions

Provided in your Select Service Agreement:

Trane Scheduled Maintenance

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

Refrigerant Management

This scope includes:

- Refrigerant Replacement at 100% of Charge per unit per year
- Trane Technicians will capture and track all refrigerant activity performed by Trane for each piece of Covered Equipment
- Refrigerant Usage Reports can be generated annually

Trane Laboratory Analysis

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.

Specified System Repair Coverage

Covers the cost of all required repairs to maintainable components on the systems specified during Trane normal business hours. Non-specified equipment repairs will be invoiced separately on a time and materials basis.

Overtime repair labor for emergency failures (outside of Trane regular business hours) will be invoiced separately on a time and material basis.

EMERGENCY SERVICE

This coverage includes all emergency calls between inspections as required for purpose of diagnosis of trouble, adjustment, and resetting controls for equipment that falls under this agreement, limited to two hours. Nuisance calls are not covered and premium portion of overtime and holiday rates will be billed to the customer.





Cooling Contingency Planning

Trane emergency preparedness personnel will provide Cooling Contingency Planning to anticipate and respond to unusual or unplanned cooling needs. Planning will address temporary chillers, portable auxiliary power units, and recommendations for facility modifications to prepare your system for temporary cooling.

Additional Scope of Services:



TRANE SELECT SERVICE AGREEMENT

Equipment Coverage and Services



Trane will perform the following scheduled services on the described equipment located at:

Colleyville City Hall & Library

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

Equipment	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners	Carrier Corporation	50ZR090HK6	4202F84961	
Rooftop Air Conditioners	Carrier Corporation	50ZR090JK6	4202F84963	

Description	Quantity Per Term
Carrier Package Rooftop Annual Cooling Inspection	5
Rooftop Quarterly Cooling Inspection	15
Condenser Coil Cleaning 2 times per year	10



TRANE SELECT SERVICE AGREEMENT

Pricing and Acceptance

Kelly Howell
City of Colleyville
100 Main Street
Colleyville, TX 76034

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

Trane Service Agreement

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

Service Fee

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

Contract Year	Annual Amount	Discounted Quarterly Payment	3% Advanced Payment Corp. Disc.	New Annual Payment
Year 1 2011-2012	\$19,090.00	\$4,772.50	\$572.70	\$18,517.30
Year 2 2012-2013	\$20,044.50	\$5,011.13	\$601.34	\$19,443.17
Year 3 2013-2014	\$21,046.73	\$5,261.68	\$631.40	\$20,415.32
Year 4 2014-2015	\$22,099.06	\$5,524.77	\$662.97	\$21,436.09
Year 5 2015-2016	\$23,201.01	\$5,801.00	\$696.12	\$22,507.89
Total Contract Amt.	\$105,484.30		\$3,164.53	\$102,319.77

Term

The initial term of this Service Agreement is **5 years**, beginning **October 01, 2011**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below. Following expiration of the initial term on **September 30, 2016**, this Agreement shall renew automatically for successive periods of 1 year until terminated as provided herein.

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

Submitted By: Shirley Hernandez Ross	
_____	Office: (817) 838-1310 Proposal Date: July 12, 2011
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc. dba Trane
Authorized Representative	_____
_____	Authorized Representative
Printed Name	_____
Title	_____
Purchase Order	_____
Acceptance Date	Signature Date

Regulated by the Texas Department of Licensing and Regulation
PO Box 12157, Austin, TX 78711 Ph. 800-803-9292; 512-463-6599
License TACLA019613C



TRANE SELECT SERVICE AGREEMENT

Terms and Conditions (Service)

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

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer's order is an acceptance of the Proposal, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with these terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with scope and terms and conditions of the original Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of goods and/or Services by Company will in any event constitute an acceptance by Customer of these terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

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

3. Term, Renewal, and Cancellation. The "Term" of this Agreement shall be as stated in the Proposal. Thereafter, unless earlier terminated, this Agreement shall be automatically renewed for succeeding 12 month terms (each a "Renewal Term"), subject to the Renewal Pricing Adjustment section herein, upon Company's delivery to Customer of a service renewal letter at least 45 days in advance of the scheduled expiration date and Customer's failure to notify Company in writing no later than 30 days prior to the scheduled expiration date that the Agreement shall not be renewed. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than 30 days prior to the scheduled expiration date; provided, however, that, in the event of a cancellation by Customer, Customer shall pay to Company the balance of the Service Fee applicable to the then current 12 month period of the Term or the Renewal Term.

4. Renewal Pricing Adjustment. The Service Fee for an impending Renewal Term shall be the current Service Fee (defined as the Service Fee for the initial Term or Renewal Term immediately preceding the impending Renewal Term) adjusted by the following: (a) increase and/or decrease for additions and/or deletions to Scope of Services; (b) 25% of the Current Service Fee shall be adjusted based upon the calendar year change in the (i) U.S. Bureau of Labor Statistics Producer Price Index for selected commodity groupings (Metals and Metal Products) for Services performed in the United States; or (ii) Statistics Canada Industrial Producer Price Index, Goods (Raw Material Price Indexes) for Services performed in Canada; (c) 65% of the Current Service Fee shall be adjusted based upon the change to cost of labor/labour; and (d) 10% of the Service Fee shall be adjusted based upon changes to Company services overhead costs, which include but are not limited to the cost of fuel, truck leasing, and office-related overhead factors. The Service Fee for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

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

6. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Services. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA or state industrial safety regulations. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fee accordingly. During the Term or a Renewal Term, Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company reserves the right to remove such devices at its discretion.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; Company shall not be responsible to perform any subsequent repairs to the Covered Equipment necessitated by Customer's failure to follow such manufacturer recommendations; (c) Reimburse Company for services, repairs, and/or replacements performed by Company as



set forth in this Agreement, beyond the Services or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials and may at Company's option be subject to a separate written agreement prior to its undertaking such work; and (d) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or this Agreement, the Services do not include, and Company shall not be liable for, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, water damage, improper operation, unauthorized alteration of Covered Equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the Covered Equipment or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping the Covered Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Covered Equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning overhaul and refurbishing of the Covered Equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services. Customer shall be responsible for (o) The cost of any additional replacement refrigerant; (p) Operation of any equipment; and (q) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Warranty. Company warrants that: (a) the material manufactured by Company and furnished hereunder is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Warranty period. Defects must be reported to Company within the Warranty period. Company's obligation under the Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Additional terms and conditions of warranty coverage are applicable for refrigeration equipment. Some components of Company equipment may be warranted directly from the component supplier, in which event this Company Warranty shall not apply to those components but shall be pursuant to the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING FOR CERTAIN HUSSMANN BRANDED EQUIPMENT, COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

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

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. Should Company nevertheless be found liable for any damages they shall be limited to the purchase price of the Services for one location over a 12 month term. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.**

13. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Premises that will in any way affect Company's Services and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Services. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any



Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

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

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

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

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

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

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. Except as provided for Service Fee adjustments, this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

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

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

1-26.130-7 (0511)
Supersedes 1-26.130-7 (0610)

Appendix

CONTENTS:

Safety
Customer Service Flows

Safety



Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane Injury Rates v. Industry Competitors

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
 - Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.



Safety Tools, Training & Expertise (continued)

- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.



TRANE SELECT SERVICE AGREEMENT

Customer Service Flows



The following Customer Service Flows provide additional service description detail for Covered Equipment.

Comprehensive Annual Maintenance-Cooling Cycle RTU-110

- Report in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with the customer for operational problems and trends.

General Assembly

- Inspect for leaks and report leak check results.
- Repair minor leaks as required (e.g. valve packing, flare nuts).
- Check the sheaves and pulleys for wear and alignment.
- Check the belts for tension, wear, cracks, and/or glazing.
- Verify clean condenser and evaporator
- Verify clean evaporator fan.
- Verify clean air filters.
- Verify proper damper operation.
- Check mechanical linkages for wear, tightness, and clearances.
- Check the operation and setup of the RTM module.
- Check the VFD, if applicable.
- Verify the starter operation.
- Verify smooth operation of the compressors and fans.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Controls and Safeties

- Verify the operation of the discharge air temperature control device.
- Verify the operation of the outside air temperature control device.
- Verify the operation of the mixed air temperature control device.
- Test the operation of the high condenser pressure safety device. Calibrate, if applicable, and record setting.

- Test the operation of the low evaporator pressure safety device. Calibrate, if applicable, and record setting.
- Test the operation of the low temperature safety device. Calibrate, if applicable, and record setting.
- Test the operation of the low oil pressure safety device, if applicable. Calibrate and record setting.
- Verify the operation of the static pressure control.

Lubrication

- Lubricate damper bearings, if applicable.
- Lubricate motor bearing, if applicable.
- Lubricate fan bearings.
- Check oil level in the compressor(s), if applicable.
- Check oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.

Motor and Starter

- Clean the starter and cabinet.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check the contactors for free and smooth operation.
- Meg the compressor motor(s) and record readings.
- Verify the tightness of the compressor motor terminal connections.
- Verify the operation of the compressor oil heater(s).

Three Mid-Season Cooling Inspection RTU-130

- Check the general condition of the unit.
- Log the operating condition after system has stabilized.
- Verify the operation of the control circuits.
- Analyze the recorded data. Compare the data to the original design conditions.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Air Filter Maintenance Procedures

Filter Replacement FLR-110

- Supply and install air filters (4 times per year)

Condenser Cleaning

Air-Cooled Condensers CDS-220C

- Clean air-cooled condenser, using pressurized water two times per year.



Trane Select Service Agreement

SERVICE PROPOSAL FOR:

City of Colleyville

100 Main Street
Colleyville, TX 76034 U.S.A.
Kelly Howell

SITE ADDRESS:

Colleyville Justice Center
5201 Riverwalk Drive
Colleyville, TX 76034
United States

LOCAL TRANE OFFICE:

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

LOCAL TRANE REPRESENTATIVE:

Shirley Hernandez Ross
Office: (817) 838-1310

PROPOSAL ID / AGREEMENT NUMBER:

1198446 / 143334R2
TCPN Proposal # 02-10077-11-002

DATE:

July 12, 2011

TRANE SELECT SERVICE AGREEMENT

Executive Summary

Thank you for choosing Trane Building Services as your HVAC support partner. We are committed to working with you to help you ensure your building serves the needs of your organization. The details of that commitment are in the following pages.

A Trane Select Service Agreement will provide planned maintenance and repair for your HVAC systems as specified in the scope of the Agreement. The Agreement assures that factory recommended services are executed on scheduled intervals, while also allowing you to accurately budget repairs to maintain peak performance. With repairs included in your annual planned maintenance, the Agreement should help you minimize unplanned down time and unexpected expense.

Beyond the benefits of a typical service plan, a Trane Select Service Agreement can deliver enhanced value through an optional Performance Package. Trane is continuously collecting data from your HVAC system that can be streamed into a report to provide insight into the overall system performance of your building. Based on a professional analysis of the report's findings, we can demonstrate opportunities for improvement, and recommend actions to help you achieve performance objectives for energy usage, operational efficiency, environmental impact, air quality and more.

Additionally, as a Trane customer you can count on:



- ☑ **Priority Response** – as a Trane Service Agreement customer you will have service priority, above time and materials customers.
- ☑ **Advanced Diagnostics** – Trane proprietary applications and technologies equip technicians to analyze system performance and make actionable service recommendations.
- ☑ **Trane OEM Service Delivery** – ensures the right services are completely and consistently performed to keep your equipment running efficiently and reliably.
- ☑ **Dedicated Trane Service Team** – a local service team consisting of a Service Coordinator, one or more Service Technicians and an Account Manager, all of whom will be familiar with your service requirements, your HVAC equipment and your facility.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.

TRANE SELECT SERVICE AGREEMENT

Added Value

Proper maintenance can save an estimated 12-18%* of your budget compared to a run-to-fail approach. A Service Agreement is structured to help you capture those savings.



Research has shown that regular maintenance can:

Cut unexpected breakdowns by	70-75%*
Reduce downtime by	35-45%*
Lower equipment repairs and maintenance costs by	25-30%*
Reduce energy consumption by	5-20%*

* Source: FEMP O&M Guide – July 2004

In addition to financial value, when you partner with Trane you can expect:

Dependability and Consistency

Assigned Service Team - Your service team will consist of our professional Service Coordinator, Service Technicians, and Account Manager with extensive HVAC experience. Our technicians have a thorough understanding of controls, heating, refrigeration, and airside systems.

Priority Response - Colleyville City of City Hall will receive preferred service status. Priority Emergency Response is available on a 24-hour-per-day basis.

Automated Scheduling System - Trane utilizes a computerized scheduling program to ensure that all services included in the agreement are performed.

Superior Service Delivery

Trane's OEM Service Delivery Process ensures consistent quality through:

- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on Safety & Environments

Superior Service Delivery (continued)

Service Work Flow - Trane's industry exclusive service flow process includes detailed procedures that identify steps for: safety, parts, materials, tools, and sequence for execution. Trane's procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. Trane's exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, Trane's exclusive service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

Trane's proprietary program is unequalled in the industry.

Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - Trane Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

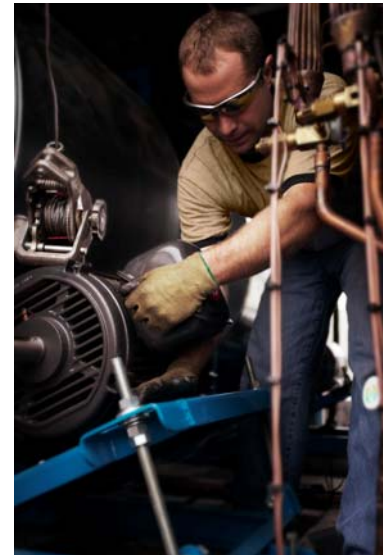
Training for Facility Staff - Concurrent with annual start-up, your Trane Technician will instruct your operator how to operate the equipment covered by the agreement.

Health and Safety

Safety Management Program - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hr certified safety managers who are available to perform safety consultations related to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses, and other key risk assessments and control strategies.

Personal Safety - Trane service technicians are, at a minimum, OSHA 10-hr certified, or equivalent with yearly retraining on all key occupational safety and health topics. Most of our technicians have participated in "Smith Safe" driver training and are Department of Transportation (DOT) Hazmat certified. They are provided with up to date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

Drug-Free Workplace - Trane service maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.





Environmental Management

Refrigerant Policy - Trane Building Services practices and procedures are compliant with all Federal and State laws and regulations concerning the proper handling, storage, and repair of leaks of ozone-depleting refrigerants and their substitutes according to Environmental Protection Agency regulation 40 CFR Part 82. Trane service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Program - Trane Building Services maintains and uses Trane Refrigerant Management Software (RMS) to capture, manage and report Refrigerant Activity. The Refrigerant Activity Report Form is used by the technician to record all refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by central office personnel. Annually, Trane prints a report from RMS of all Refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by Trane Building Services Technicians for each piece of equipment, and can be used to satisfy reporting requirements.

Oil Disposal - Trane Building Services removes used oil from your refrigeration units and disposes of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used oil where allowed and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste, Trane will remove used oil from refrigeration units for the customer to arrange disposal).



The Agreement



TRANE SELECT SERVICE AGREEMENT

SERVICE PROPOSAL FOR:

City of Colleyville

100 Main Street
Colleyville, TX 76034 U.S.A.
Kelly Howell

SITE ADDRESS:

Colleyville Justice Center
5201 Riverwalk Drive
Colleyville, TX 76034
United States

LOCAL TRANE OFFICE:

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

LOCAL TRANE REPRESENTATIVE:

Shirley Hernandez Ross
Office: (817) 838-1310

PROPOSAL ID / AGREEMENT NUMBER:

1198446 / 143334R2

TCPN Proposal # 02-10077-11-002

DATE:

July 12, 2011





TRANE SELECT SERVICE AGREEMENT

Scope of Services – Standard Inclusions

Provided in your Select Service Agreement:

Trane Scheduled Maintenance

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

Refrigerant Management

This scope includes:

- Refrigerant Replacement at 100% of Charge per unit per year
- Trane Technicians will capture and track all refrigerant activity performed by Trane for each piece of Covered Equipment
- Refrigerant Usage Reports can be generated annually

Trane Laboratory Analysis

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.

Specified System Repair Coverage

Covers the cost of all required repairs to maintainable components on the systems specified during Trane normal business hours. Non-specified equipment repairs will be invoiced separately on a time and materials basis.

Overtime repair labor for emergency failures (outside of Trane regular business hours) will be invoiced separately on a time and material basis.

EMERGENCY SERVICE

This coverage includes all emergency calls between inspections as required for purpose of diagnosis of trouble, adjustment, and resetting controls for equipment that falls under this agreement, limited to two hours. Nuisance calls are not covered and premium portion of overtime and holiday rates will be billed to the customer.





Cooling Contingency Planning

Trane emergency preparedness personnel will provide Cooling Contingency Planning to anticipate and respond to unusual or unplanned cooling needs. Planning will address temporary chillers, portable auxiliary power units, and recommendations for facility modifications to prepare your system for temporary cooling.

Additional Scope of Services: Included in this agreement, however Not Under Select Maintenance

Coverage

(24) Fan Powered VAV' Boxes

Air Filter Maintenance Procedures VAV Boxes Filter Replacement FLR-110

- Replace air filters one time per year.



TRANE SELECT SERVICE AGREEMENT

Equipment Coverage and Services



Trane will perform the following scheduled services on the described equipment located at:

Colleyville Justice Center

The following "Covered Equipment" will be serviced at Colleyville Justice Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
AHU	1	Trane	MCCA008UB0	K02A05955	AHU 1

Description	Quantity Per Term
M Series Annual Inspection	5
M Series Quarterly Inspection	15
Air Filter Change	20

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
RTU	1	Trane	TCD330A40H	C01M67362	RTU 2
RTU	1	Trane	TCD600A40H	C01M67361	RTU 1
RTU	1	Trane	TCH211C40F	202101093D	RTU 3
RTU	1	Trane	THC048A4RG	203100313L	RTU 4
RTU	1	Trane	TSC092A4RN	203100563L	RTU 5
RTU	1	Trane	TSC048A4RG	203100403L	RTU 6

Description	Quantity Per Term
RTU Cooling Annual Inspection	5
RTU Quarterly Inspection	3
Air Filter Change	20
Condenser Coil Cleaning	10

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System	1	Trane	TTA042D400	20133FS3F	#2 COND
Split System	1	Trane	TTA048D400	201380S3F	#3 COND
Split System	1	Trane	TTA120120A	2351PXFAD	JAIL 10 TON
Split System	1	Trane	TWE042C140	Z325MJH1V	AHU 2
Split System	1	Trane	TWE048C140	Z36287G1V	AHU 3

Description

UNT/DX-110a Split System Annual Maintenance Inspection (
UNT/DX-120 Mid-Season Running Inspection

Quantity Per Term

1
3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Variable Frequency Drive	1	UNKNOWN	VFD AHU 2	NA-1	VFD FOR AHU 2

Description

Variable Frequency Drive Annual Inspection
VFD Scheduled Inspections

Quantity Per Term

1
3



TRANE SELECT SERVICE AGREEMENT

Pricing and Acceptance

Kelly Howell
City of Colleyville
100 Main Street
Colleyville, TX 76034 U.S.A.

Site Address:
Colleyville Justice Center
5201 Riverwalk Drive
Colleyville, TX 76034

Trane Service Agreement

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

Service Fee

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

Contract Year	Annual Amount	Discounted Quarterly Payment	3% Advanced Payment Corp. Disc.	New Annual Payment
Year 1 2011-2012	\$37,529.51	\$9,382.38	\$1,125.89	\$36,403.62
Year 2 2012-2013	\$39,405.99	\$9,851.50	\$1,182.18	\$38,223.81
Year 3 2013-2014	\$41,376.28	\$10,344.07	\$1,241.29	\$40,135.00
Year 4 2014-2015	\$43,445.10	\$10,861.27	\$1,303.35	\$42,141.75
Year 5 2015-2016	\$45,617.35	\$11,404.34	\$1,368.52	\$44,248.83
Total Contract Amt.	\$207,374.23		\$6,221.23	\$201,153.01

Term

The initial term of this Service Agreement is 5 year, beginning **October 01, 2011**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below. Following expiration of the initial term on **September 30, 2016**, this Agreement shall renew automatically for successive periods of 1 year until terminated as provided herein.

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

Submitted By: Shirley Hernandez Ross		Office: (817) 838-1310
		Proposal Date: July 01, 2011
CUSTOMER ACCEPTANCE		TRANE ACCEPTANCE
		Trane U.S. Inc. dba Trane
Authorized Representative		Authorized Representative
Printed Name		Title
Title		
Purchase Order		Signature Date
Acceptance Date		

Regulated by the Texas Department of Licensing and Regulation
PO Box 12157, Austin, TX 78711 Ph. 800-803-9292; 512-463-6599
License TACLA019613C



TRANE SELECT SERVICE AGREEMENT

Terms and Conditions (Service)

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

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer's order is an acceptance of the Proposal, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with these terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with scope and terms and conditions of the original Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of goods and/or Services by Company will in any event constitute an acceptance by Customer of these terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

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

3. Term, Renewal, and Cancellation. The "Term" of this Agreement shall be as stated in the Proposal. Thereafter, unless earlier terminated, this Agreement shall be automatically renewed for succeeding 12 month terms (each a "Renewal Term"), subject to the Renewal Pricing Adjustment section herein, upon Company's delivery to Customer of a service renewal letter at least 45 days in advance of the scheduled expiration date and Customer's failure to notify Company in writing no later than 30 days prior to the scheduled expiration date that the Agreement shall not be renewed. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than 30 days prior to the scheduled expiration date; provided, however, that, in the event of a cancellation by Customer, Customer shall pay to Company the balance of the Service Fee applicable to the then current 12 month period of the Term or the Renewal Term.

4. Renewal Pricing Adjustment. The Service Fee for an impending Renewal Term shall be the current Service Fee (defined as the Service Fee for the initial Term or Renewal Term immediately preceding the impending Renewal Term) adjusted by the following: (a) increase and/or decrease for additions and/or deletions to Scope of Services; (b) 25% of the Current Service Fee shall be adjusted based upon the calendar year change in the (i) U.S. Bureau of Labor Statistics Producer Price Index for selected commodity groupings (Metals and Metal Products) for Services performed in the United States; or (ii) Statistics Canada Industrial Producer Price Index, Goods (Raw Material Price Indexes) for Services performed in Canada; (c) 65% of the Current Service Fee shall be adjusted based upon the change to cost of labor/labour; and (d) 10% of the Service Fee shall be adjusted based upon changes to Company services overhead costs, which include but are not limited to the cost of fuel, truck leasing, and office-related overhead factors. The Service Fee for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

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

6. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Services. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA or state industrial safety regulations. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fee accordingly. During the Term or a Renewal Term, Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company reserves the right to remove such devices at its discretion.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; Company shall not be responsible to perform any subsequent repairs to the Covered Equipment necessitated by Customer's failure to follow such manufacturer recommendations; (c) Reimburse Company for services, repairs, and/or replacements performed by Company as



set forth in this Agreement, beyond the Services or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials and may at Company's option be subject to a separate written agreement prior to its undertaking such work; and (d) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or this Agreement, the Services do not include, and Company shall not be liable for, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, water damage, improper operation, unauthorized alteration of Covered Equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the Covered Equipment or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping the Covered Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Covered Equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning overhaul and refurbishing of the Covered Equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services. Customer shall be responsible for (o) The cost of any additional replacement refrigerant; (p) Operation of any equipment; and (q) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Warranty. Company warrants that: (a) the material manufactured by Company and furnished hereunder is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Warranty period. Defects must be reported to Company within the Warranty period. Company's obligation under the Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Additional terms and conditions of warranty coverage are applicable for refrigeration equipment. Some components of Company equipment may be warranted directly from the component supplier, in which event this Company Warranty shall not apply to those components but shall be pursuant to the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING FOR CERTAIN HUSSMANN BRANDED EQUIPMENT, COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

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

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. Should Company nevertheless be found liable for any damages they shall be limited to the purchase price of the Services for one location over a 12 month term. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.**

13. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Premises that will in any way affect Company's Services and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Services. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any



Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

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

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

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

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

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

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. Except as provided for Service Fee adjustments, this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

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

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

1-26.130-7 (0511)
Supersedes 1-26.130-7 (0610)

Appendix

CONTENTS:

Safety
Customer Service Flows

Safety



Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane Injury Rates v. Industry Competitors

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
-Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.



Safety Tools, Training & Expertise (continued)

- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.



TRANE SELECT SERVICE AGREEMENT

Customer Service Flows



The following Customer Service Flows provide additional service description detail for Covered Equipment.

Central Station Air Handling Units Comprehensive Annual Inspection AHU-110

- Report in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with the customer for operational problems and trends.

General Assembly

- Inspect the unit for cleanliness.
- Inspect the fan wheel and shaft for wear and clearance.
- Check the sheaves and pulleys for wear and alignment.
- Check the belts for tension, wear, cracks, and glazing.
- Verify tight bolts, set screws, and locking collars.
- Check dampers for wear, security and linkage adjustment.
- Verify clean condensate pan.
- Verify proper operation of the condensate drain.
- **Replace air filters**
- Verify clean coils.
- Verify proper operation of the spray pump, if applicable.
- Verify smooth fan operation.
- Log operating conditions after system has stabilized.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Lubrication

- Lubricate the fan shaft bearings, if applicable.
- Lubricate the motor bearings, if applicable.

Controls and Safeties

- Test the operation of the low temperature safety device, if applicable.
- Test the operation of the high static pressure safety device, if applicable.
- Test the operation of the low static pressure safety device, if applicable.

- Check the thermal cutout on electric heaters, if applicable.
- Check the step controller, if applicable.
- Check and record supply air and control air pressure, if applicable.
- Verify the operation of the control system and dampers while the fan is operating.

Motor and Starter

- Clean the starter and cabinet.
- Inspect the wiring and connections for tightness and signs of overheating and discoloration. This includes wiring to the electric heat, if applicable.
- Check the condition of the contacts for wear and pitting.
- Check the contactors for free and smooth operation.
- Meg the motor and record readings.

Three Scheduled Running Inspection AHU-130

- Check the general condition of the fan.
- Verify smooth fan operation.
- Check and record supply and control air pressure, if applicable.
- Verify the operation of the control system.
- **Replace air filters**
- Log the operating conditions after the system has stabilized.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate uncorrected deficiencies detected.

RTU Voyager III

Comprehensive Annual Maintenance-Cooling Cycle RTU-310

- Report in with the Customer Representative
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with the customer for operational problems and trends.

General Assembly

- Inspect for leaks and report leak check results.
- Repair minor leaks as required (e.g. valve packing, flare nuts).
- Check the sheaves and pulleys for wear and alignment.
- Check the belts for tension, wear, cracks, and/or glazing.
- Verify proper damper operation.
- Check mechanical linkages for wear, tightness, and clearances.
- Verify clean condenser and evaporator.
- Verify clean evaporator fan.
- **Verify clean air filters, replace air filters.**
- Verify the operation of the crankcase oil heater(s), if applicable.

Controls and Safeties

- Verify the operation of the discharge air temperature control device, if applicable.
- Verify the operation of the outside air temperature control device.
- Verify the operation of the mixed air temperature control device.
- Test the operation of the high condenser pressure safety device. Calibrate, if necessary, and record setting.
- Test the operation of the low temperature safety device. Calibrate, if necessary, and record setting.
- Test the operation of the low pressure safety device(s). Calibrate, if necessary, and record setting.

Lubrication

- Lubricate motor bearings, if applicable.
- Lubricate fan bearings.
- Check oil level in the compressor(s), if applicable.

Motor and Starter

- Clean the starter and cabinet.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check the contactors for free and smooth operation.
- Meg the compressor motor(s) and record readings.
- Verify the tightness of the compressor motor terminal connections.
- Verify the operation of the crankcase oil heater(s), if applicable.

Start-up / Checkout Procedure

- Start the unit.
- Verify the starter operation.
- Verify the smooth operation of the compressors and fans.
- Log operating conditions of the unit after the system has stabilized.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Three Scheduled Cooling Inspection RTU-330

- Start the unit.
- Verify the starter operation.
- Verify the smooth operation of the compressors and fans.
- **Replace air filters.**
- Log operating conditions of the unit after the system has stabilized.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

RTU-Voyager II

Comprehensive Annual Maintenance-Cooling Cycle RTU-210

- Report in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with the customer for operational problems and trends.

General Assembly

- Inspect for leaks and report leak check results.
- Repair minor leaks as required (e.g. valve packing, flare nuts).
- Check the sheaves and pulleys for wear and alignment.
- Check the belts for tension, wear, cracks, and/or glazing.
- Verify proper damper operation.
- Check mechanical linkages for wear, tightness, and clearances.
- Verify clean condenser and evaporator.
- Verify clean evaporator fan.
- **Replace air filters.**
- Verify the operation of the crankcase oil heater(s), if applicable.

Controls and Safeties

- Verify the operation of the discharge air temperature control device, if applicable.
- Verify the operation of the outside air temperature control device.
- Verify the operation of the mixed air temperature control device.
- Test the operation of the high condenser pressure safety device. Calibrate, if necessary, and record setting.
- Test the operation of the low temperature safety device. Calibrate, if necessary, and record setting.
- Test the operation of the low pressure safety device(s). Calibrate, if necessary, and record setting.

Lubrication

- Lubricate motor bearings, if applicable.
- Lubricate fan bearings.
- Check oil level in the compressor(s), if applicable.

Motor and Starter

- Clean the starter and cabinet.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check the contactors for free and smooth operation.
- Meg the compressor motor(s) and record readings.
- Verify the tightness of the compressor motor terminal connections.
- Verify the operation of the crankcase oil heater(s), if applicable.

Start-up / Checkout Procedure

- Start the unit.
- Verify the starter operation.
- Verify the smooth operation of the compressors and fans.
- Log operating conditions of the unit after the system has stabilized.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Three Scheduled Cooling Inspection RTU-230

- Start the unit.
- Verify the starter operation.
- Verify the smooth operation of the compressors and fans.
- **Replace air filters.**
- Log operating conditions of the unit after the system has stabilized.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

LCU Split Systems

Unitary/Split Systems LCU-111 Split Systems Comprehensive Annual Maintenance-Cooling Cycle (e.g. model #s: Trane TWE, TCD, TCH, TTA, TTN, TCX, TWA, YCD, YCH, etc.)

- Report in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with the customer for operational problems and trends.

General Assembly

- Inspect for refrigerant and oil leaks and report leak check results.
- Check the sheaves and pulleys for wear and alignment.
- Check the belts for tension, wear, cracks, and/or glazing.
- Check mechanical linkages for wear, tightness, and clearances.
- Verify clean fan and coils.
- Check and clean drain evaporator drain pan, drain, and trap.
- Verify evaporator fan cleanliness.
- **Replace air filters.**
- Verify the operation of the crankcase oil heater(s), if applicable.

Controls and Safeties

- Verify the operation of the discharge air temperature control device, if applicable.
- Verify unit thermostat controller operates properly.

Lubrication

- Lubricate motor bearings, if applicable.
- Lubricate fan bearings, if applicable.
- Check oil level in the compressor(s), if applicable.

Motor and Starter

- Clean the starter and cabinet, if applicable.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check the contactors for free and smooth operation.
- Meg the compressor motor(s) and record readings, if above 25 tons.
- Verify the tightness of the compressor motor terminal connections.

Start-up / Checkout Procedure (this will only be done on units that require shutdown.)

- Start the unit.
- Verify the starter operation, if applicable.
- Verify the smooth operation of the compressors and fans.
- Log operating conditions of the unit after the system has stabilized.
- Review operating procedures with operating personnel.

Three Scheduled Running Inspections Unitary/Split Systems LCU-130

- Check general condition of the unit.
- Verify proper operation of the motor and starter.
- Verify the proper operation of the control circuit.
- Verify smooth operation of the unit.
- **Replace Air filters.**
- Provide a written report of completed work, operating log and indicate any uncorrected deficiencies detected.

Variable Frequency Drives Maintenance Procedure MSC-130

- Report in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with the customer for operational problems and trends.
- Clean the heat sink.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Visually inspect panel for loose or damaged parts or wiring; also check for any accumulation of dirt and/or moisture.
- Verify proper operation of the unit.
- Verify proper DC buss voltage.

Condenser Cleaning

Air-Cooled Condensers CDS-220C

- Clean air-cooled condenser, using pressurized water two times per year.

Air Filter Maintenance Procedures Under Select Maintenance

Filter Replacement FLR-110

- Replace air filters four times per year.

Additional Scope of Service included but not under select maintenance

Air Filter Maintenance Procedures Fan Powered VAV Boxes:

Filter Replacement FLR-110

- Replace air filters one time per year.

RESOLUTION R-11-3400

**A RESOLUTION APPROVING COUNCIL ACTION
UNDER CONSENT ITEMS AT THE REGULAR CITY
COUNCIL MEETING OF SEPTEMBER 20, 2011**

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

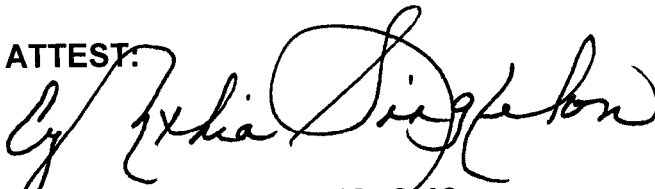
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS:

- Sec. 1. THAT the agenda decisions approved by Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of September 6, 2011
 - b. Approval of the minutes of the City Council worksession of August 9, 2011
 - c. Approval to renew the Horticulture Grounds Maintenance contract with The Lawn Firm, Inc., in an amount not to exceed \$147,667, and authorize the city manager to execute same and any associated change orders, in an amount not to exceed \$25,000, and subject to the approval of funding in the Fiscal Year 2012 (FY 2012) budget
 - d. Approval to renew the Grounds Maintenance Mowing contract with Whitmore and Sons, Inc., in an amount not to exceed \$124,312.59, and authorize the city manager to execute same and any associated change orders, in an amount not to exceed \$25,000, and subject to the approval of funding in the Fiscal Year 2012 (FY 2012) budget
 - e. Approval of an update to the Fund Balance policy for Governmental Accounting Standards Board (GASB) 54 compliance
 - f. Approval of Service Agreements between the City of Colleyville and Trane Service Group, through the Texas Cooperative Purchasing Network (TCPN) to provide for year one of a five-year agreement for the inspection, maintenance, and repair of the HVAC systems in the Colleyville City Hall, Colleyville Public Library, and Colleyville Justice Center, in an amount not to exceed \$54,920.92

AND IT IS SO RESOLVED.

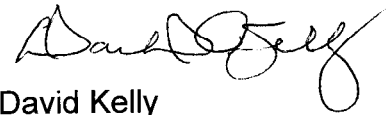
APPROVED BY A VOTE OF 7 AYES, 0 NAYS AND 0 ABSTENTIONS
ON THIS THE 20th DAY OF September 2011.

ATTEST:

A large, stylized handwritten signature in black ink, appearing to read 'Cynthia Singleton'.

Cynthia Singleton, TRMC, OMC
City Secretary

CITY OF COLLEYVILLE

A handwritten signature in black ink, appearing to read 'David Kelly'.

David Kelly
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a

Agenda Date 10/15/2013

Number Ordinance O-13-1887

Type Ordinance

Department Community Development

Title

Consideration of a request for a zoning change from PUD-C-Planned Unit Development Commercial to PUD-R-Planned Unit Development Residential, on 1.82 acres on Lot 1, Block 1, of the San Bar Square Addition, located at 105 Cheek-Sparger Road, Case ZC13-008

Explanation

Second Reading and Public Hearing

There were two people who spoke in opposition, and one person who spoke in support of this request at the October 2, 2013 City Council meeting.

There were two people who registered their opposition to this request at the October 2, 2013 City Council meeting, but did not wish to speak.

The City Council asked the applicant to provide a final site plan, as well as a detailed exhibit for the right-of-way area adjacent to the subject property and Cheek-Sparger Road, before it could be considered in the open space percentage requirement for the October 15, 2013 meeting. As of the date of this briefing, the requested information has not been received from the applicant.

First Reading and Public Hearing

Mark Howe, applicant, has submitted a request to change the zoning on 1.82 acres of land located at 105 Cheek-Sparger Road. The applicant is requesting to rezone the property from PUD-C-Planned Unit Development Commercial to PUD-R-Planned Unit Development Residential zoning district. The applicant is seeking a zoning change in order to develop the property for eight new residential lots and three open space lots.

Existing Conditions and Zoning. The subject property is currently vacant and is platted. The property is currently zoned PUD-C-Planned Unit Development Commercial under Ordinance O-85-600 (attached). The uses allowed under Ordinance O-85-600 are "shopping centers, commercial or service centers, office parks, major recreation and entertainment facilities, and other similar business and commercial centers or facilities, when such uses are in conformance with the various commercial zoning district regulations" of the zoning ordinance as it existed in 1985. It should be noted that these uses are not listed in Ordinance O-85-600. In 1985, the PUD-C uses listed above were allowed by right, as part of the PUD-C ordinance approval, unless

a particular use was specifically prohibited by the PUD-C ordinance. In the case of Ordinance O-85-600, no uses were prohibited.

The applicant purchased the property and has decided to pursue a residential use. Additional approval of a preliminary and final plat will be required upon approval of the rezoning request.

Statement of Planning Objectives. The applicant has submitted a Statement of Planning Objectives which contains a detailed description of the proposed development.

Lot Dimensions and Setbacks. PUD-R regulations require a minimum lot size of 13,000 square feet with a minimum lot width of 100 feet, and lot depth of 120 feet. Per the details of the Statement of Planning Objectives and the Conceptual Site Plan, the applicant proposes the following development standards:

Minimum lot width: 55 feet

Minimum Lot Depth: 120 feet (Except for lots fronting on the cul-de-sac)

Lot area is proposed as follows:

The minimum lot size proposed is 5,807 square feet

Setbacks are proposed as follows:

Front Yard Setbacks:

- a. For lots with a J-Swing garage: 10 feet
- b. For lots with a front entry garage: 20 feet

Rear Yard Setback: 10 feet

Side Yard Setbacks: Five (5) feet for center placed structure and one (1) foot and nine (9) feet for other placements; Minimum of 10 feet between structures

Maximum Lot coverage: 65 percent

Maximum Height: 35 feet

Residential Design Requirements. Homes will be both single and two story construction. For two-story homes, there will be no balconies or verandas allowed on the second floor of Lots 3-8.

Screening. A wood screening fence, not to exceed six feet in height will be

constructed at the property lines adjacent to other residential properties to the east and south, as shown on the Conceptual Site Plan. At a minimum, the pole side of the screen fence will face into the new development along the south and east property lines.

Open Space. PUD-R regulations require a minimum 20 percent of the development be reserved for open space for use by the residents of the development. The Statement of Planning Objectives states the development shall provide 16.2 percent open space, which is not in compliance with code. All open space shall be landscaped and maintained by the Homeowners Association.

Preliminary Drainage Analysis. The developer has submitted a Preliminary Drainage Analysis of the site, which is to be reviewed by the Engineering Division of the Public Works Department. Conditions associated with drainage and stormwater runoff shall be set and enforced at the time of platting.

Sidewalks and Trails. Sidewalks are required to be installed along any new internal streets at the time of new home construction. According to the Colleyville Pathways Plan, sidewalks are required to be constructed along the frontage of Cheek-Sparger Road and San Bar Lane. The sidewalk along Cheek-Sparger Road is required to be five feet in width, and the sidewalk along San Bar Lane is required to be four feet in width. The sidewalks along the property frontages must be installed prior to the acceptance of final public improvements.

Development Schedule. The applicant provided the following preliminary schedule of key development dates:

- Zoning Approval: September 2013
- Preliminary and Final Plat Approval: October 2013
- Construction Commencing: November 2013
- Construction Completing: May 2014

Traffic Generation and Access. The developer is not required to provide a Traffic Impact Analysis, since the development is not projected to generate in excess of 1,000 vehicle trips per day. The Institute of Transportation Engineers publication Trip Generation provides estimates of expected traffic generation based on land use. Data has been collected in the United States and Canada since the 1960's, primarily in suburban locations. Single family residences are expected to generate 9.57 trips per day, on average. Based on this average, an eight lot development would add approximately 76 vehicle trips per day to the surrounding roadways.

Only one means of ingress and egress is required for subdivisions with 12 lots or less.

Residential Density. The Colleyville Master Plan suggests a maximum residential density of 1.8 dwelling units per acre, in most situations. The 2004 Colleyville Master Plan states densities higher than 1.8 units per acre would be acceptable in those areas deemed consistent with sound land use planning principles. The proposed development of eight residential units on the 1.82 acre property will produce a residential density of 4.4 dwelling units per acre based upon the density calculation method prescribed by the Colleyville Master Plan. The proposed residential density is greater than other approved small lot PUD-R developments within the City. The Small Lot Development Comparison, attached to this briefing, provides a comprehensive listing of approved developments since 1996 with residential densities which exceed 1.8 dwelling units per acre.

Surrounding Development Trends. Properties to the north and east are zoned R20-Single Family Residential and developed as single family homes. Properties to the south are zoned R15-Single Family Residential and developed as single family homes. The property to the west is zoned PUD-C-Planned Unit Development Commercial and is developed as an office-showroom, multi-tenant retail, and self-storage business.

Master Plan. The Future Land Use Plan designates the entire subject property for single family residential, and is consistent with the proposed use of this development.

Public Notification. Staff mailed notices to 18 adjacent property owners as well as all Homeowners Associations within 500 feet of the subject property regarding this request. Notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. To date, staff has received 11 letters of opposition, and four letters of support, which are attached to this briefing.

Planning and Zoning Commission Recommendation. The Planning and Zoning Commission recommended approval of the rezoning request at the August 26, 2013 meeting by a vote of 5-2.

Supermajority Vote Requirement. More than 20 percent of the property owners within the 200 foot buffer around the subject property is opposed to the request. Given this condition, a super-majority vote by the City Council is required in order to approve this request. The total percent of opposition within the 200 foot buffer stands at 33 percent, as of the date of this briefing.

Summary. The proposed zoning change is consistent with the Future Land Use Plan, which designates the subject property as single family residential uses. While the proposed development exceeds the residential density of 1.8 dwelling units per acre, the proposed density is generally consistent with other small lot subdivisions approved throughout the City, as referenced in the attached "Small Lot Subdivision Comparison" chart. The location of the proposed development will provide a viable transitional

element between the commercial uses along Colleyville Boulevard to the west, and the collection of single family residential properties to the east and south. The proposed open space does not meet the minimum requirements of the PUD-R zoning district.

Financial Impact

There is no financial impact to the City.

Recommendation

Approval with the following conditions:

1. GENERAL

a. The purpose of this PUD-R is for a single-family residential development of eight detached single family dwelling units, constructed at a gross maximum density of 4.4 dwelling units per acre.

b. This development shall be generally consistent with the Statement of Planning Objectives, Exhibit "B".

c. The proposed development is subject to all the regulations contained in the Land Development Code, except as amended by this Ordinance.

2. DEVELOPMENT PLAN AND PLATTING

a. The development shall be generally consistent with the conceptual site plan, Exhibit "C", which shall not be considered the preliminary plat. The actual street and lot arrangement may differ from that shown on the conceptual site plan to accommodate topographic, drainage, or other conditions.

b. The developer shall submit and receive approval from the City, a preliminary and final plat, approved as a single phase, in accordance with the requirements of the Land Development Code prior to development of this PUD-R.

3. PERMITTED USES

a. Single-family residences, detached

b. Common open space areas

4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS

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

1. All lots shall be a minimum of 55 feet in width as measured at the building setback line.

2. The minimum lot size shall be 5,807 square feet.
3. The minimum lot depth shall be 120 feet, except for lots which front the cul-de-sac.
4. Front Yard Setbacks:
 - a. For lots with a J-Swing garage: 10 feet
 - b. For lots with a front entry garage: 20 feet
5. Minimum Rear Yard Setback: 10 feet
6. Minimum Side Yard Setbacks: 10 feet between structures; One (1) foot and nine (9) feet, or five (5) feet each side property line.
7. Maximum Lot coverage: 65 percent

5. RESIDENTIAL DESIGN REQUIREMENTS

The following requirements shall apply to all homes constructed in this development:

- a. Homes may be both single and two-story construction.
- b. Two-story homes on lots 3 through 8 shall not contain any balconies and verandas constructed on the second floor.

6. OPEN SPACE

- a. This development shall provide a minimum of 16.2 percent common open space, which shall be configured as shown on Exhibit "C". All open space areas shall be landscaped and maintained by the HOA.
- b. No more than 25 percent of the open space area may be utilized for detention.

7. SCREENING AND TREES

- a. A wood screening fence, not to exceed six (6) feet in height, shall be constructed at the property lines adjacent to other residential properties to the east and south. At a minimum, the pole side of the screen fence will face into the new development along the south and east property lines. A six foot wrought iron fence may be constructed adjacent to the open space Lot 2A.
- b. A variable height screening fence, constructed of a combination of brick, stone, and wrought iron will be constructed along the north and west portion of the property adjacent to Cheek-Sparger Road and San Bar Lane. The screening shall be continuous

along the boundary with the exception of entry road right-of-way.

Attachments

1. Location and Zoning Map
2. Aerial
3. Buffer Map
4. Notification List
5. Letters of Opposition
6. Letters of Support
7. Statement of Planning Objectives
8. Conceptual Site Plan
9. Small Lot Development Comparison Chart - 1996 to 2013
10. Ordinance O-85-600
11. Ordinance O-13-1887

City of Hurst

GRAPEVINE HWY

FELPS DR

ACUFF LN

PUD - C

CC - 3

CN

PUD - R

Subject Property

Cheek-Sparger Road

PUD - C

PUD - C

R - 20

FELPS CT

W GREENBRIAR LN

PUD - R

WOODCREST DR

GREENBRIAR LN

WOODBINE DR

R - 15

SAN BAR

GREENBRIAR CT

SWEETBRIAR LN

ROSEBRIAR LN

BRIARWICK

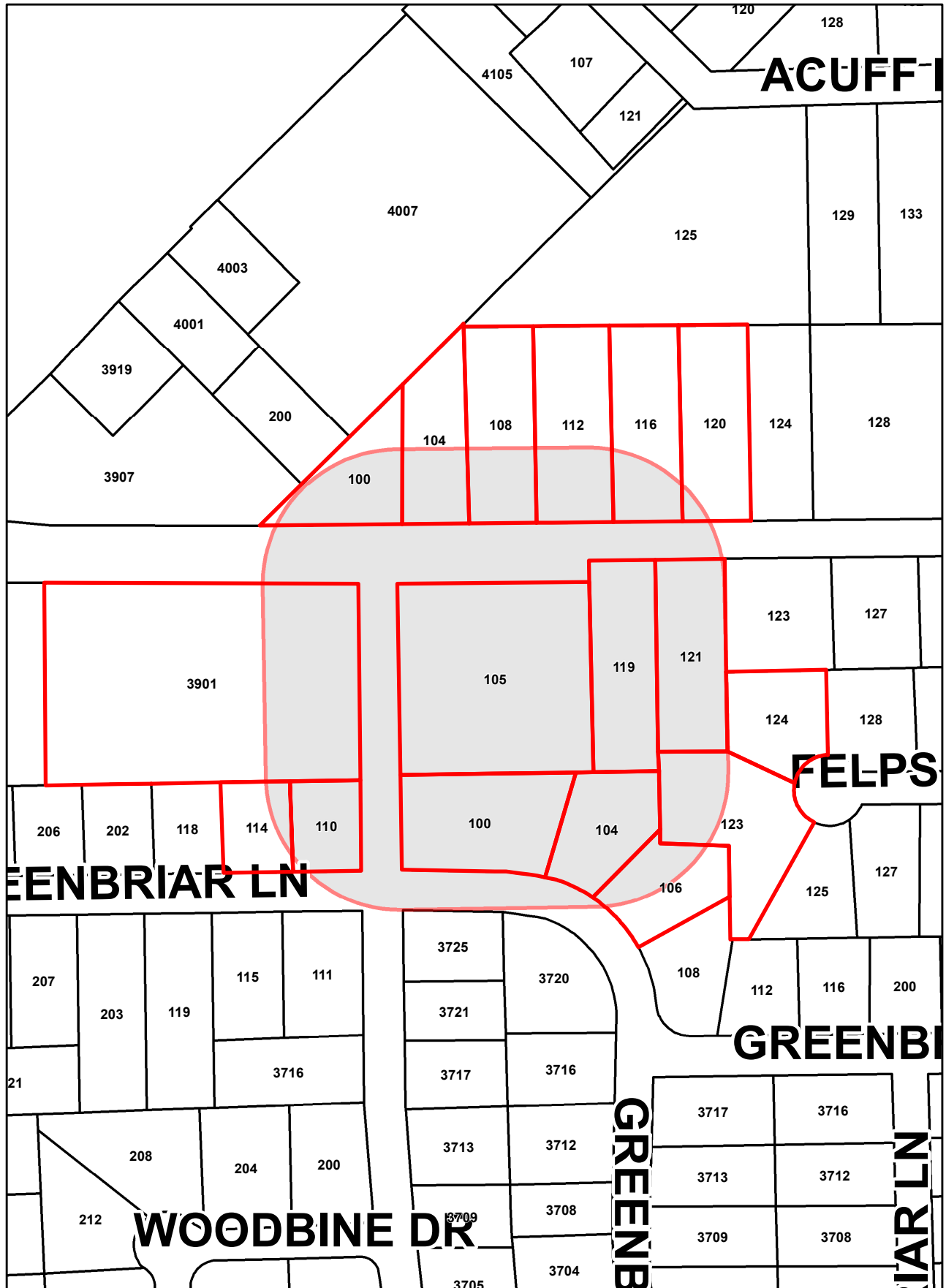
R - 20

R - 40

Aerial



Buffer Map



Notification List

Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Situs Address
Wallace, David A Etux Cynthia	104 Greenbriar Ln	Colleyville	TX	76034	104 Greenbriar Ln
Brand, Donald R	121 Cheek Sparger Rd	Colleyville	TX	76034	121 Cheek Sparger Rd
Bevill, James H Etux Claudia M	119 Cheek Sparger Rd	Colleyville	TX	76034	119 Cheek Sparger Rd
Blue Star Land Lp	1 Cowboys Pkwy	Irving	TX	75063	3901 Colleyville Blvd
Harris, D Keith	108 Cheek Sparger Rd	Colleyville	TX	76034	108 Cheek Sparger Rd
Hahn, Edward & Doris Est	7500 Windswept Trl	Colleyville	TX	76034	100 Cheek Sparger Rd
Callaway, Curtis L & Trisha	124 Felps Ct	Colleyville	TX	76034	124 Felps Ct
Morrison, Pamela M	710 Whispering Wood Cir	Southlake	TX	76092	123 Felps Ct
Guest, Elizabeth V	106 Greenbriar Ln	Colleyville	TX	76034	106 Greenbriar Ln
Uhlenhaker, Ronnie R	PO Box 1705	Colleyville	TX	76034	105 CHEEK-SPARGER RD
Davila, Michael Etux Jennifer	100 Greenbriar Ln	Colleyville	TX	76034	100 Greenbriar Ln
Skinner, Edna Etvir Floyd D	110 W Greenbriar Ln	Colleyville	TX	76034	110 W Greenbriar Ln
Rhodes, Gregory Etux Frances	114 W Greenbriar Ln	Colleyville	TX	76034	114 W Greenbriar Ln
Howell, Dean G	104 Cheek Sparger Rd	Colleyville	TX	76034	104 Cheek Sparger Rd
Chatsworth Enterprises Llc	4413 Bowman Dr	Colleyville	TX	76034	112 Cheek Sparger Rd
Burns, Edward H	7713 Lexus Dr	Fort Worth	TX	76137	120 Cheek Sparger Rd
Woodbriar Estates HOA	412 Woodbriar Court	Colleyville	TX	76034	Courtesy Notice
Mark Howe, Applicant	6617 Precinct Line Road, Suite 200	North Richland Hills	TX	76182	Applicant

Public Hearing notices were mailed
Friday, June 21, 2013 by Taci Wrisley

Letters of Opposition

From: [keith h.](#)
To: [Taci Wrisley](#); [Bill Elliott](#); [Ron Ruthven](#)
Subject: Notice of Protest ;case # zc13-008
Date: Saturday, July 20, 2013 9:53:10 PM

19july2013

Notice of Protest

Please accept this Notice of Protest from me on the re-zone request on the property at ;
105 Cheek sparger rd.
Colleyville Tx.
case # ; ZC13-008
Applicant ; Mark Howe
requested zoning ; PUD-R

From ; D. Keith Harris
108 Cheek sparger rd.
Colleyville Tx. 76034

thank you; D.keith harris
19july2013

Letters of Opposition

From: [greg howell](#)
To: [Taci Wrisley](#)
Cc: [Bill Elliott](#); [Ron Ruthven](#)
Subject: 105 Cheek sparger rd
Date: Sunday, July 21, 2013 10:55:46 AM

July 21st 2013

RE: zoning case ZC13-008

Dear sir and madam,

Please let this server as my written protest to the zoning change requested by Mark Howe for the 1.94 acre lot located at 105 cheek sparger rd to change to PUD_R.

I as the owner of 104 cheek sparger rd think that the purposed change would not be in the best interest of the neighborhood..

Greg Howell

Letters of Opposition

July 23, 2013

Colleyville Planning & Zoning Commission
100 Main St.
Colleyville, TX 76034

To Whom it May Concern:

First, I apologize for not being able to deliver this message in person. I am getting on a plane to leave for vacation one hour before your meeting. Otherwise, I would be there.

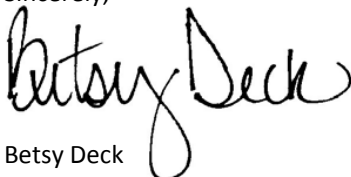
I have some concerns about the proposed development on the corner of San Bar and Cheek-Sparger Road. The conceptual site plan paints a picture of a high-density development in a low-density neighborhood. Nine homes on nearly two acres with a potential height of 35 feet will be a visual eye sore at the entrance of a beautiful, established neighborhood. I believe that will be higher than the commercial development next to it.

The building setbacks on the front and rear property lines are entirely too small. This will not be appealing visually or for resale value. In addition, the developer is only allowing for one way in and one way out of the neighborhood. The intersection of San Bar and Cheek-Sparger is an unusual one at best and currently causes challenges, especially during rush hour, with traffic suddenly merging out of the right turn only lane and into through traffic on Cheek-Sparger. Now, the cars that queue up along San Bar in the mornings will be forced to wait even longer to get on the main road. Furthermore, there are beautiful trees on the property and I don't see any intention of saving the existing trees on this plan.

I fell in love with our neighborhood because of the mature trees, wide roads and well built homes. The setbacks are appropriate for the neighborhood and allow neighbors to feel secluded in their own yards. I have many older neighbors that have recently moved out of our neighborhood, who didn't want to venture far away because they loved it so much. There is a great opportunity here to construct homes for an older demographic. However, I feel certain they would not purchase 2.5 story homes.

Please carefully evaluate this development and make sure it is a good fit for the neighborhood. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Betsy Deck". The signature is fluid and cursive, with the first name "Betsy" and the last name "Deck" clearly legible.

Betsy Deck
3601 Cliffwood Dr.
Colleyville, TX 76034
817-832-7783

Letters of Opposition

From: [Claudia Bevil](#)
To: [Taci Wrisley](#)
Subject: Letter to Commissioners with Land Use Table Comparison
Date: Monday, August 12, 2013 3:17:45 PM
Attachments: [Land Use Comparison.docx](#)
[Questions.docx](#)

August 12, 2013
City of Colleyville
Planning and Zoning Commission

RE: ZC13-008 – 105 Cheek Sparger Road - 8/12/13

Dear Commissioner:

My husband and I live at 119 Cheek Sparger Rd. 325 feet of our property borders the property at 105 Cheek Sparger Rd. which is the subject of the above referenced zoning case to be considered tonight. While I support the rezoning of the property from it's current zoning to residential, I cannot support the revised development plan.

Last Friday I received a diagram of the new development plan. After seriously reviewing the plan, I made a list of my questions concerning the plan (attached), created a Land Use Table Comparison (attached), documenting the differences between the plan that we were given on July 21st and the current plan. I forwarded those documents to Mr. Isbell on Friday. This morning, I received a response to my questions

Letters of Opposition

with the exception of the last question requesting protective barriers at the end of the proposed cul-de sac. I appreciate the effort he has put forth to keep us informed on the project.

During the hearing on July 22nd, you requested that the number of houses be reduced from 9 to 8. The objective of that request, as stated by several of you, was clearly to create more open space and reduce the density of the development!

While the new plan does include only 8 homes as you requested, it actually DECREASES the amount of open space from the original plan (14.02% new vs. 14.72% original). In this respect, it does NOT meet the desired results requested by the Commission. Additionally, this plan has decreased the density by a marginal .24 of one unit, taking it from 4.64 units per acre to 4.4 units per acre. I believe that to be a negligible decrease in density, once again failing to accomplish the objective.

Another difference I noticed is that the original Land Use Table note indicated a "lot coverage not to exceed 65 percent of the individual lot", whereas the new Land Use Table note indicates "lot coverage not to exceed 80 percent of the individual lot". This difference clearly impacts the density of the development. Without a doubt, the revised plan falls significantly short of accomplishing the desired outcome as

Letters of Opposition

requested by the Commission at the July 22, public hearing.

I ask that you deny or once again delay approval of this development plan on the basis that it has not accomplished the intended goals of more open space, while offering an insignificant decrease in density from the original plan.

Thank you for the time you dedicate to development within the City of Colleyville.

Sincerely,

Claudia Bevill
119 Cheek Sparger Road
Colleyville, TX 76034
817-849-1360

Letters of Opposition

Land Use Table Comparison ZC13-008 – 105 Cheek Sparger Road - 8/12/13

The revised Land Use Table has successfully reduced the number of lots from 9 to 8 as requested by the Commission. However, this only reduces the density by .24 of a unit, still a significant variance from the required density set forth in the development code. Has this small reduction in density met the objective of the request by the Commission during the July 22nd Public Hearing?

In reducing the number of houses, the Commission's stated objective was not only to decrease the density, but also INCREASE the open space area for the development. Please note that the open space provided under the new plan is actually REDUCED from the original plan, clearly falling short of the Commission's objective.

Also note the original land use table indicated lot coverage shall not exceed 65 percent of the individual lot where as the current land use table allows for the lot coverage not to exceed 80 percent of the individual lot, decreasing the number of houses but increasing the size of the lot coverage.

Additionally, in the original land use table the development is for 1.94.09 acres whereas under the new land use table, the development is for 1.82 acres. Why did this number change?

Current Land Use Table

LAND USE TABLE

AREA OF DEVELOPMENT	1.82 ACRES (79,466 SF)
NUMBER OF UNITS	8
OPEN SPACE	11,142 SF (14.02%)
DENSITY	4.40 UNITS/AC
MAX BUILDING HEIGHT	2-1/2 STORIES OR 35 FEET
FRONT BUILDING LINE	10 FEET FOR J-SWING & 20 FEET FOR FRONT ENTRY
REAR BUILDING LINE	10 FEET

NOTES:

1. LOT COVERAGE SHALL NOT EXCEED 80 PERCENT OF THE INDIVIDUAL LOT.

Original Land Use Table

LAND USE TABLE

AREA OF DEVELOPMENT	1.9409 ACRES (84,544 SF)
NUMBER OF UNITS	9
OPEN SPACE	12,444 SF (14.72%)
DENSITY	4.64 UNITS/AC
MAX BUILDING HEIGHT	2-1/2 STORIES OR 35 FEET

NOTES:

1. LOT COVERAGE SHALL NOT EXCEED 65 PERCENT OF THE INDIVIDUAL LOT.

Letters of Opposition

QUESTIONS FOR DEVELOPER

DRAINAGE AND RIGHT OF WAY

- The new plan does not include the detention pond. What is the new drainage plan?

DEVELOPER RESPONSE

This is the zoning exhibit, the detention area was conceptual and shown on the drainage plan. We will still have a detention area and it will be in the same location as before, working around as many trees as possible, etc.

- Prefer sidewalk install as opposed to escrow

DEVELOPER RESPONSE

The sidewalk vs escrow has more to do with the eventual improvements the city does on Cheek Sparger.

- Will the City or HOA maintain the 35' between the sidewalk and the drainage ditch?

DEVELOPER RESPONSE

That land will belong to the city.

DEVELOPMENT ON THE EASTERN PROPERTY LINE

- The current plan requires a 142' wood fence on the east side of lot #4 (builder or developer). As discussed previously, can that fence be extended toward the north (to the southern corner of our house) to lend more privacy to our property?

DEVELOPER RESPONSE

As before, we have some flexibility on where to transition between the fences and we can work with you on that.

- Will the wooden fence still include metal poles and a concrete mow strip in keeping with the previous plan but not indicated on the new plan?

DEVELOPER RESPONSE

Yes, metal poles and a mow strip.

- As previously discussed, will the wood fence be installed before the development of the lots?

DEVELOPER RESPONSE

The fence won't be constructed while the lots are being developed, but can go up before the construction starts on the houses. Meaning, as we are grading the lots, putting in sewer, water, drainage, etc, there won't yet be a fence. I think when we talked about it before, I spoke about the house construction instead.

Letters of Opposition

- 6' wrought Iron fence on east side by developer; will that include a concrete mow strip?

DEVELOPER RESPONSE

There won't be a mow strip for the iron fence. That would hurt our flexibility in jogging around and protecting the trees.

MISCELLANEOUS

- Do we still have a commitment to save all existing trees where possible, especially on the east side fence line of the development?

DEVELOPER RESPONSE

Yes, those trees on/near the fence line that we talked about are still safe.

- Location of utility poles and location of street lights?

DEVELOPER RESPONSE

Utility locations have not been determined

- NOTES: #3 - Lot 4 Builder can build within 1' of fence line? How can that fence be maintained and accessed by the HOA?

DEVELOPER RESPONSE

I guess I don't understand the question regarding lot 4. We need to maintain a certain distance between structures under the fire/building code. The language of "5' and 3' or 1' and 7'" reflects that. It's something the engineer put in to highlight setbacks, which differ within the development based on a lot's adjacency to another.

- Can barriers be installed at the center of the cul-de-sac in the common area to prevent an out of control vehicle from coming through the wood fence?

THIS HAS NOT BEEN ADDRESSED

DEVELOPER COMMENTS

As for reducing the lots from 9 to 8, we did that as you'll recall as a specific request of the P&Z chair. The other things regarding the open space we're viewing as suggestions.

Letters of Opposition

From: [Claudia Bevill](#)
To: [Taci Wrisley](#)
Subject: FW: Drainage/high grass and weeds
Date: Monday, August 12, 2013 3:29:29 PM

Hi Taci! This is the email I sent to the Public Works Department earlier today. In it I mention the proposed development and potential problems with the drainage.

My husband believes the City Departments should look at this rather than the P&Z, but since you asked, I'm sending it along!

Regards,
Claudia Bevill

From:
To: blowry@colleyville.com
CC: jfadden@colleyville.com
Subject: Drainage/high grass and weeds
Date: Mon, 12 Aug 2013 10:36:35 -0500

Dear Mr. Lowry,

My home is at 119 Cheek Sparger Rd. and the attached photos were taken today. Pictured is the drainage ditch that runs in front of our property. I measured the grass at the far end of the drain at 46 inches (up to my shoulders). I am certain this is not acceptable by the standards set forth in our City Code. Who is maintaining this? If we had a heavy rain over several days, this ditch in it's current state could not effectively move the water and could result in flooding to the surrounding homes as well as the roadway. I have had to continue calling and monitoring this lack of maintenance for the past 11 years. Is there not a schedule for maintenance?

Additionally, there is a development plan before the P&Z Commission to develop the approx 2 acres to our immediate west, which could present serious problems during the development phase when the ground is turned and dirt will wash into the ditch, making it more shallow and less effective for carrying the run off. I would rather address that before, not after the fact. The developer has dedicated an additional 35' off Cheek Sparger (running the distance from San Bar to our property line - approx 273'). Since the City is not maintaining the right of way area that currently exists, what can we expect in the future in

Letters of Opposition

the way of maintenance with an additional 35'x273'?

In conjunction with the development of this property (105 Cheek Sparger) I would like to suggest improvements to the drainage from San Bar east to Felps Dr. I hope you will evaluate the situation and consider some type of improvement to this unsightly, poorly maintained drainage area where impending development could create a threat to the current residents in this area.

Kindest Regards,
Claudia Bevill
817-849-1360



Letters of Opposition



Letters of Opposition

From: [Claudia Bevill](#)
To: [Ron Ruthven](#); [Larry Knox](#); [jeff.byerly@tx.rr.com](#); [dwheelwright@me.com](#); [Dave Dudziak](#); [Don Davis](#); [jim.gotcher@verizon.net](#); [phelps-david@swbell.net](#)
Cc: [Taci Wrisley](#)
Subject: Letter of Opposition to ZC13-008
Date: Monday, August 26, 2013 3:55:37 PM
Attachments: [LETTER OF OPPOSITION.docx](#)

Dear Sirs:

Attached please find my letter of opposition to Zoning Case 13-008 including appendices.

Respectfully,
Claudia Bevill

Taci, will you please print this out for the Commissioner's packets. Thank you!

Note to Taci and Ron: Thank you for all the help you have provided. I appreciate your hard work on behalf of the citizens of Colleyville.

Letters of Opposition

LETTER OF OPPOSITION

August 26, 2013

City of Colleyville
Community Development Department
Mr. Ron Ruthven, Director
Planning and Zoning Commissioners
100 Main Street
Colleyville, TX

RE: Zoning Case 13-008

Dear Mr. Ruthven and Commissioners:

Please accept this letter of opposition to ZC 13-008.

While it is true that the applicants in this case have made numerous changes to the plan, as well as a few concessions in an effort to move forward in this case, the most needful goals have not been achieved. I oppose this case for the following reasons:

1. With respect to lot coverage, the applicant has reduced the original proposed 80% lot coverage to 65% and while that has apparently satisfied some, it is still well above the historical average of 57% lot coverage for these type developments. Though it is a concession on the part of the applicant, this is still unacceptable.
2. Regarding density; during the meeting of August 12th, several Commissioners expressed ongoing concerns relative to the density of 4.4 units per acre, exceeding the 3.8 average of other small lot developments. That number has not changed as Mr. Howe stated, he is not willing to further alter the number of lots. This is variance is dramatic and unacceptable to our neighborhood as indicated by the number of neighbors opposing this case.
3. Pertaining to lot size - While PUD-R regulations require a minimum lot size of 13,000 square feet, the proposed average lot size of 6,874 square feet barely exceeds half of the PUD-R requirement. The average lot size for other small lot developments within the City (excluding townhomes) is 7,111 square feet. Also, I'd like to point out that 6 of the 8 lots (or 75%) included in this plan come in well under the average of 7,111 square feet. While this may seem like a small difference, it is one more variance from the norm and erodes one more element of the desired standard.
4. Additionally you requested that the open space be increased to comply more nearly with the 20% requirement. Although it is clear the applicant has "worked" at the "appearance" of compliance, this plan is still unacceptable. The obvious change is that the applicant shortened the length of the street and rearranged the lots. (This arrangement is to our detriment.) However, in an effort achieve the 17.6% open space that is reflected in the new site plan, one thing I find puzzling is that the outer corner (outside the masonry fence) at San

Letters of Opposition

Bar and Cheek Sparger (1B) has been included in the open space calculation and similarly the front corners of lots numbered 1 and 8 (1A and 8 A) are included in the open space calculation reflected in the Land Use Table. Omitted from the Land Use Table, but included in the calculation provided, is the island in the street (8B). I believe these broken segments of "open space" simply serve to bump up the open space calculation and do nothing to accomplish the intent of the open space requirements stated in the Master Plan (Chapter 3.9) "to ensure that open space areas function as quality areas for the neighborhood." The actual functional area of this open space plan, if you include the 8B segment equates to 17.2 % and without that segment, it is just 15.8%. While this may seem like a small issue, it looks like a numbers game to me and even at that, it falls short of the required/requested 20% as well as the historic average of 20.8% open space for small lot developments and continues to dilute the standard. This too, is unacceptable.

Regardless of how many changes the applicant has made from the original plan, he is still out of sync with the Development Code as well as historical averages, and more importantly, the requests for compliance by the Commission. Even after two previous hearings on this case, the applicant continues to challenge the limits on density (4.4 vs 3.8) and on lot coverage (65% vs 57%), coming in over the historic average in these areas; and on lot size (6,874sf vs 7,111sf) and open space (17.6%(questionable) vs 20.8%), coming in under the historic average. The plan has earned a score of "0" on compliance in these four critical areas of development. To date, 38% of the neighbors on the notification list have registered opposition to this development (Appendix B).

Please deny this request.

Sincerely,

Claudia Bevill

Additional Comments and Concerns - Appendix A
Opposition Details - Appendix B
Requests and Conditions - Appendix C

Letters of Opposition

APPENDIX A – ADDITIONAL COMMENTS AND CONCERNS

STATEMENT OF PLANNING OBJECTIVES

The applicant states in his planning objectives that this property “has not been developed into an office type development because over the years, that has proven to not be the highest and best use for the property.” I differ with this statement. The property has not been developed in the past because the owner lived adjacent to the land. Since he no longer resides near the property, it is now for sale and the developer is seeking a dense residential development without the best interest of the surrounding residents in mind.

The idea that these homes will appeal to empty-nesters is another misnomer. I don't know one empty nester that is looking for a “straight up” two story home. Even Mr. Isbell discussed with us the fact that people will want these homes because they want to send their children to Colleyville schools (nothing about empty-nesters). Additionally, I don't believe the businesses along Highway 26 will be impacted one way or another by the commerce resulting from the anticipated eight “empty nesters” who might occupy these homes.

SMALL LOT DEVELOPMENT INVENTORY

Using the Small Lot Development Chart as a historic reference, there have been no small lot developments approved in Colleyville within the past five years (or since 2008) until this year. This calendar year, you have already approved two such plans (Ivy Glen and The Preservation – a total of 46 lots). Before moving forward with additional small lot developments, I believe it would be in the best interest of the City and our residents to slow this process down. We should ask ourselves if the integrity of our city is slowly being eroded by these non conforming developments.

Over the past few days I have driven several of these developments within Colleyville and you may be surprised to learn that even 6 to 9 years after approval, there are still undeveloped lots in subdivisions such as Copperglen approved in 2004, (3 lots vacant, 1 under construction), Arbor Estates at Colleyville approved in 2007, (1 vacant, 1 under construction), and Cambridge Place, also approved in 2004 (2 under construction, 1 vacant and 2 for sale). From this, one could conclude that this type housing is not in high demand in Colleyville after all. These high dollar, tall, narrow houses built one on top of the other, towering above the surrounding single family homes, each complete with one front yard tree, may work for inner-city living, but are not compatible with suburban living.

Letters of Opposition

TREES

The property in question is covered with over 50 native trees (not including the trees on the property line that have promise of protection. What a shame to develop this land in such a way as to lose the majority of these trees. They are really irreplaceable and a Colleyville treasure.

DRAINAGE

We are seriously concerned about drainage issues from development of this property both during development and post development. We have requested drainage information for this development several times and have simply been told by the applicant “we can’t let water run from our development across your land.” That is not at all reassuring. Although they may not intend to cause any drainage issues, it can certainly happen, as in the Coventry Addition and Country Way situation. No one wants to have their property devalued due to such a careless act on the part of someone who did not plan well. The Country Way residents are victims with no recourse. For over 6 years, they have tolerated this flooding of their properties that occurred through no fault of their own. Who is going to protect us from a poorly designed drainage plan? Who is going to “fix” it if drainage problems occur as a result of this development? My concern is not only for my property, but for my neighbors downstream.

Letters of Opposition

APPENDIX B – OPPOSITION DETAILS

To date the following residents have registered their opposition to ZC13-008. This represents 38% of those on the notification list; add to this additional neighbors who oppose this case on 8/26 as you consider your decision.

1. Mr. Greg Howell, 104 Cheek Sparger Rd.
2. Claudia Bevill, 119 Cheek Sparger Rd.
3. David and Cynthia Wallace, 104 Greenbriar Ln.
4. Gary Guthrie, 505 Woodbriar Ln. (representing Woodbriar Estates HOA)
5. Mike Davila, 100 Greenbriar Ln.
6. Elizabeth Guest, 106 Greenbriar Ln.
7. Keith Harris, 108 Cheek Sparger Rd.
8. Betsy Deck, 3601 Cliffwood (not on the notification list)

Letters of Opposition

APPENDIX C – REQUESTED CONDITIONS FOR APPROVAL

Although this development fails to meet the standards of development in any area of development criteria, should you elect to approve this plan, the following conditions are requested to be documented and approved by the Commission:

- Stipulate in the PUD that the privacy fence along the eastern property line be constructed as early as possible in the development process and prior to the issuance of any building permits for this tract.
- Maintenance of the fence is the ongoing responsibility of the developer/builder until such time as the HOA is functioning, at which time it becomes the responsibility of the HOA
- In the interest of privacy, not only for our home, but for the Davila (100 Greenbriar) and Wallace (104 Greenbriar) families) the stipulation that the largest lot (5) be restricted to a single story structure due to the way it is situated on the lot. (see concept site plan). As it currently stands (diagonal) windows on the north east will seriously threaten the privacy to our family room.
- Conditions associated with drainage and storm water runoff shall be set and enforced at the time of platting to ensure minimization of silt/sedimentation runoff and the attendant damage to adjacent properties during lot clearing and construction of this development.
- Provide location for the detention pond as well as an outline that details the maintenance responsibilities and procedures for the detention pond both now and in the future
- City of Colleyville Public Works Department assessment of current drainage ditch running from San Bar toward Felps and suggested measures for improvement to assist with run-off during big rain events. With this development, we do not want to be victims to another Coventry/Country Way situation. Who is willing to assure us that this will not happen?
- Preservation of ALL mature trees along the 325' property line between 105 and 119 Cheek Sparger as repeatedly promised by the developer. (there is no provision for this in the proposed ordinance).
- In accordance with the Colleyville Pathways Plan, sidewalks are required to be constructed along the frontage of Cheek Sparger Road and San Bar Lane. No escrow waiver.
- Reasonably strict adherence to the Development Schedule and tree preservation throughout the development phase

Comparison Chart for Zoning Case 13-008

VARIANCE REQUESTED	HISTORIC AVERAGE FOR SMALL LOT DEVELOPMENT	ZC 13-008 PROPOSED
DENSITY	3.8%	4.4%
MAXIMUM LOT COVERAGE	57%	65%
MINIMUM LOT SIZE	7,111	6,874
OPEN SPACE	20.8%	17.6%

Letters of Opposition

September 25, 2013
City of Colleyville
Planning and Zoning Commission
Mr. Ron Ruthven, Director of Community Development
City of Colleyville City Council

ZC13-008

Dear Sir/Madam:

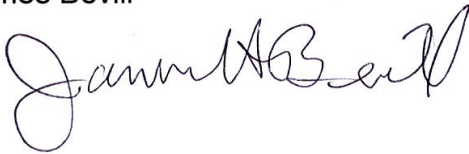
Please let this letter serve as notice that any and all letters of support signed by me regarding the above referenced zoning case (ZC13-008) are hereby withdrawn by way of this letter. (see July 22 supporting documents)

Thank you.

Claudia Bevill



James Bevill



Letters of Opposition

October 2, 2013

City of Colleyville
Mayor and City Council
Ron Ruthven, Director of Community Development
Amy Shelley, City Secretary

RE: ZC 13-008 – Corner of Cheek Sparger Rd. and San Bar Lane

Dear Mayor Kelly and Council Members,

Attached is a chart comparing the City of Colleyville development requirements and historic averages to the variances requested by the applicants for Zoning Case 13-008. If provided an opportunity, I will address this with you during the Council meeting October 2, 2013. I hope this chart will be helpful.

My husband and I own the property along the east side of the development (325'). It is our home and we are both highly opposed to this dense development in such a small space adjacent to our property.

The proposed plan requesting multiple variances, by fair standards, is over development at its worst. Please accept this letter of opposition as our official protest.

Sincerely

James and Claudia Bevill
119 Cheek Sparger Rd
Colleyville, TX 76034
817.849.1360

EROSION OF CITY DEVELOPMENT STANDARDS
Comparison Chart for Zoning Case 13-008

VARIANCE REQUESTED	HISTORIC AVERAGE FOR SMALL LOT DEVELOPMENT	ZC 13-008 PROPOSED
DENSITY	3.8%	4.4%
MAXIMUM LOT COVERAGE	57%	65%
MINIMUM LOT SIZE	7,111 sq ft*	6,874sq ft
OPEN SPACE	20.8% (required 20%)	16.2%

*excludes townhomes

Letters of Opposition

Date: <u>7-22-13</u>	SPEAKER CARD
☐ I will speak In Support of this item.	
☒ I will speak In Opposition to this item.	
☐ I do not wish to speak, but please record my: ☐ support ☐ opposition	
Agenda Item Number: <u>7C13-008</u>	
Name: <u>Greg Howell</u>	
Address: <u>104 Cheek SPAN</u>	
City: <u>Colleyville</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: <u>8177885493</u>	Representing: <u>owner</u> (organization/self)
I understand I am limited to speaking for five minutes.	
For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.	
Signed: <u>[Signature]</u>	
This information is a Public Record.	

Date: <u>7/22/2013</u>	SPEAKER CARD
☐ I will speak In Support of this item.	
☐ I will speak In Opposition to this item.	
☒ I do not wish to speak, but please record my: ☐ support ☒ opposition	
Agenda Item Number: <u>4b</u>	
Name: <u>Cynthia Wallace</u>	
Address: <u>104 Greenbriar Lane</u>	
City: <u>Colleyville</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: <u>214-707-4903</u>	Representing: <u>self</u> (organization/self)
I understand I am limited to speaking for five minutes.	
For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.	
Signed: <u>Cynthia Wallace</u>	
This information is a Public Record.	

Letters of Opposition

SPEAKER CARD	
Date: _____	
☐ I will speak In Support of this item.	
☐ I will speak In Opposition to this item.	
☐ I <u>do not wish to speak</u> , but please record my: ☐ support ☐ opposition	
Agenda Item Number: _____	
Name: <u>GARY GUTHRIE</u>	
Address: <u>585 WOODBRIDGE LN</u>	
City: <u>COLLEYVILLE</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: _____	Representing: _____ (organization/self)
<i>I understand I am limited to speaking for five minutes.</i>	
<i>For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.</i>	
Signed: <u>[Signature]</u> This information is a Public Record.	

SPEAKER CARD	
Date: <u>7/22/13</u>	
☐ I will speak In Support of this item.	
☒ I will speak In Opposition to this item.	
☐ I <u>do not wish to speak</u> , but please record my: ☐ support ☐ opposition	
Agenda Item Number: <u>4D</u>	
Name: <u>Mike Davila</u>	
Address: <u>100 Greenbriar Ln</u>	
City: <u>Colleyville</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: <u>214 563-2211</u>	Representing: <u>Self</u> (organization/self)
<i>I understand I am limited to speaking for five minutes.</i>	
<i>For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.</i>	
Signed: <u>[Signature]</u> This information is a Public Record.	

Letters of Opposition

Date: _____	SPEAKER CARD
☐ I will speak In Support of this item.	
☒ I will speak In Opposition to this item.	
_____ I <u>do not wish to speak</u> , but please record my: ☐ support ☐ opposition	
Agenda Item Number: _____	
Name: <u>GARY GUTHRIE</u>	
Address: <u>505 WOODBRIAR LN</u>	
City: <u>COLLEYVILLE</u> State: <u>TX</u> Zip Code: <u>76034</u>	
Telephone Number: <u>817-581-7846</u> Representing: <u>WEHA</u> (organization/self)	
<i>I understand I am limited to speaking for five minutes.</i>	
<i>For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.</i>	
Signed: <u>[Signature]</u> This information is a Public Record.	

Date: <u>8-12-2013</u>	SPEAKER CARD
☐ I will speak In Support of this item.	
☒ I will speak In Opposition to this item.	
_____ I <u>do not wish to speak</u> , but please record my: ☐ support ☐ opposition	
Agenda Item Number: <u>3a</u>	
Name: <u>Claudia Berill</u>	
Address: <u>119 Cheek Sparger</u>	
City: <u>Colleyville</u> State: <u>Tx</u> Zip Code: <u>76034</u>	
Telephone Number: <u>817-8491360</u> Representing: _____ (organization/self)	
<i>I understand I am limited to speaking for five minutes.</i>	
<i>For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.</i>	
Signed: <u>Claudia Berill</u> This information is a Public Record.	

Letters of Opposition

Date: <u>8/12/13</u>		SPEAKER CARD	
☐ I will speak In Support of this item.			
☐ I will speak In Opposition to this item.			
☒ I <u>do not wish to speak</u> , but please record my: ☐ support ☒ opposition			
Agenda Item Number: <u>3a</u>			
Name: <u>David Wallace</u>			
Address: <u>104 Greenbriar Ln</u>			
City: <u>Colleyville</u>		State: <u>TX</u> Zip Code: <u>76034</u>	
Telephone Number: <u>817 821 6234</u>		Representing: <u>Self</u> (organization/self)	
<i>I understand I am limited to speaking for five minutes.</i>			
<i>For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.</i>			
Signed: <u>David Wallace</u>			
This information is a Public Record.			

Date: <u>8-12-13</u>		SPEAKER CARD	
☐ I will speak In Support of this item.			
☐ I will speak In Opposition to this item.			
☒ I <u>do not wish to speak</u> , but please record my: ☐ support ☒ opposition			
Agenda Item Number: <u>3a</u>			
Name: <u>Cyndi Wallace</u>			
Address: <u>104 Greenbriar Lane</u>			
City: <u>Colleyville</u>		State: <u>TX</u> Zip Code: <u>76034</u>	
Telephone Number: <u>214-707-4903</u>		Representing: <u>self</u> (organization/self)	
<i>I understand I am limited to speaking for five minutes.</i>			
<i>For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.</i>			
Signed: <u>Cyndi Wallace</u>			
This information is a Public Record.			

Letters of Opposition

Date: <u>7-22-2013</u>	SPEAKER CARD
☐ I will speak In Support of this item.	
☐ I will speak In Opposition to this item.	
☒ I do not wish to speak, but please record my: ☐ support ☒ opposition	
Agenda Item Number: <u>46</u>	
Name: <u>Elizabeth Guest</u>	
Address: <u>106 Greenbriar Lane</u>	
City: <u>Colleyville</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: <u>817-503-8750</u>	Representing: <u>Self</u> (organization/self)
I understand I am limited to speaking for five minutes.	
For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.	
Signed: <u>Elizabeth Guest</u>	
This Information is a Public Record.	

Date: <u>8/12/13</u>	SPEAKER CARD
☐ I will speak In Support of this item.	
☒ I will speak In Opposition to this item.	
☐ I do not wish to speak, but please record my: ☐ support ☐ opposition	
Agenda Item Number: <u>3</u>	
Name: <u>Betsy Deck</u>	
Address: <u>3201 Cliffwood Dr.</u>	
City: <u>Colleyville</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: _____	Representing: <u>Self</u> (organization/self)
I understand I am limited to speaking for five minutes.	
For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.	
Signed: <u>Betsy Deck</u>	
This Information is a Public Record.	

Letters of Opposition

Date: _____		SPEAKER CARD	
☐	I will speak In Support of this item.		
☒	I will speak In Opposition to this item.		
☐	I do not wish to speak, but please record my:	☐ support	☒ opposition
Agenda Item Number: <u>5a</u>			
Name: <u>Claudia Bevil</u>			
Address: <u>119 Cheek Sparger Rd.</u>			
City: <u>Colleyville</u>		State: <u>TX</u>	Zip Code: <u>76034</u>
Telephone Number: <u>817-8491360</u>		Representing: <u>Self</u> (organization/self)	
I understand I am limited to speaking for five minutes.			
For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.			
Signed: <u>Claudia Bevil</u>			
This information is a Public Record.			

Date: <u>8/12/13</u>		SPEAKER CARD	
☐	I will speak In Support of this item.		
☒	I will speak In Opposition to this item.		
☐	I do not wish to speak, but please record my:	☐ support	☒ opposition
Agenda Item Number: <u>3a</u>			
Name: <u>Mike Davila</u>			
Address: <u>100 Greenbriar Ln</u>			
City: <u>Colleyville</u>		State: <u>TX</u>	Zip Code: <u>76034</u>
Telephone Number: <u>2145632211</u>		Representing: <u>Self</u> (organization/self)	
I understand I am limited to speaking for five minutes.			
For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.			
Signed: <u>[Signature]</u>			
This information is a Public Record.			

Letters of Opposition

Date: _____	SPEAKER CARD
☐ I will speak In Support of this item.	
☒ I will speak In Opposition to this item.	
☒ I do not wish to speak, but please record my: ☐ support ☐ opposition	
Agenda Item Number: <u>5a</u>	
Name: <u>Mike Davila</u>	
Address: <u>100 8088 Greenbriar Ln</u>	
City: <u>Colleyville</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: <u>2145632211</u>	Representing: <u>Self</u> (organization/self)
I understand I am limited to speaking for five minutes.	
For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.	
Signed: <u>[Signature]</u>	
This information is a Public Record.	

Date: <u>8-26-13</u>	SPEAKER CARD
☐ I will speak In Support of this item.	
☒ I will speak In Opposition to this item.	
☐ I do not wish to speak, but please record my: ☐ support ☒ opposition	
Agenda Item Number: <u>5A</u>	
Name: <u>JAMES BEVILL</u>	
Address: <u>119 CHEEK SPARGER</u>	
City: <u>COLLEYVILLE</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: <u>817-849-1360</u>	Representing: <u>[Signature]</u> (organization/self)
I understand I am limited to speaking for five minutes.	
For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.	
Signed: <u>[Signature]</u>	
This information is a Public Record.	

Letters of Opposition

Date: <u>8/26/13</u>	SPEAKER CARD
☐ I will speak In Support of this item.	
☐ I will speak In Opposition to this item.	
☒ I do not wish to speak, but please record my: ☐ support ☒ Opposition	
Agenda Item Number: <u>5a</u>	
Name: <u>Cynthia Wallace</u>	
Address: <u>104 Greenbriar Ln.</u>	
City: <u>Colleyville</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: <u>214-707-4903</u>	Representing: <u>Self</u> (organization/self)
I understand I am limited to speaking for five minutes.	
For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.	
Signed: <u>Cynthia Wallace</u>	
This information is a Public Record.	

Date: <u>8/26/13</u>	SPEAKER CARD
☐ I will speak In Support of this item.	
☐ I will speak In Opposition to this item.	
☒ I do not wish to speak, but please record my: ☐ support ☒ Opposition	
Agenda Item Number: <u>5a</u>	
Name: <u>David Wallace</u>	
Address: <u>104 Greenbriar Ln</u>	
City: <u>Colleyville</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: <u>817-821-6234</u>	Representing: _____ (organization/self)
I understand I am limited to speaking for five minutes.	
For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.	
Signed: <u>David Wallace</u>	
This information is a Public Record.	

Letters of Opposition

SPEAKER CARD

Date: 8/10/2013

Agenda Item Number: 5a

For example: **5a (this can be found on the far left side of the agenda copy)**

_____ I will speak **In Support** of this item. ☒ I will speak **In Opposition** to this item.

_____ I do not wish to speak, but please record my: _____ **support** _____ **opposition**

Name: Daniel Morrison

Address: 123 Felps Ct.

City: Colleyville, TX, 76034

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: Daniel Morrison

This information is a Public Record

Letters of Opposition

SPEAKER CARD

Date: 10-2-13

Agenda Item Number: 5A

For example: 5a (this can be found on the far left side of the agenda copy)

~~I~~ I will speak **In Support** of this item. ~~I~~ I will speak **In Opposition** to this item.

I do not wish to speak, but please record my: support opposition

Name: Claudia Beville

Address: 119 Cheek Sparger Rd City: Colleyville TX
76034

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: Claudia Beville

This information is a Public Record

Letters of Opposition

SPEAKER CARD

Date: 10/2/13

Agenda Item Number: 5A

For example: 5a (this can be found on the far left side of the agenda copy)

_____ I will speak **In Support** of this item. _____ I will speak **In Opposition** to this item.

X I do not wish to speak, but please record my: _____ support X opposition

Name: LOWELL MORRISON

Address: 123 Felps CT (owner within 200' of subject) City: COLLEYVILLE

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: Lowell Morrison

This information is a Public Record

Letters of Opposition

Date: 10-2-13

SPEAKER CARD

☐ I will speak **In Support** of this item.

☐ I will speak **In Opposition** to this item.

☒ I do not wish to speak, but please record my: ☐ support ☒ **opposition**

Agenda Item Number: 5A

Name: JAMES BEVILL

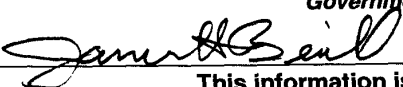
Address: 119 CHEEK SPARGER

City: COLLEYVILLE State: TX Zip Code: 76034

Telephone Number: 817-849-1360 Representing: SELF
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: 

This information is a Public Record.

Letters of Opposition

SPEAKER CARD

Date: 10-2-13

Agenda Item Number: 5A

For example: **5a (this can be found on the far left side of the agenda copy)**

_____ I will speak **In Support** of this item. _____ I will speak **In Opposition** to this item.

X I do not wish to speak, but please record my: _____ support X opposition

Name: James Beville

Address: 119 Cheek Sparger Rd City: Colleyville TX
76034

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: See attached signature
This information is a Public Record

Please accept the attached as Jon Beville is
out of town and unable to attend.

Letters of Support

From: [Jerry Bennett](#)
To: [Taci Wrisley](#)
Subject: Proposed Rezoning Change on Cheek Sparger Road
Date: Friday, September 13, 2013 10:43:38 AM

Dear Ms. Wrisley,

I live at 3705 Briarhaven Lane in Colleyville, in Woodbriar Estates. This is to let you know and to put on record that I am delighted that a developer wants to build residential homes in the vacant area on the east corner of Cheek-Sparger and San Bar Lane. This will be a great asset to this part of Colleyville and will raise home values all around.

I do not want the vacant property to remain as commercial zoning. I fear having something being built on that property like another "99 Cent Store." The one that is nearby looks like something you would see in a third-world country and we don't need another one or something like it.

For whatever it is worth, I was not contacted either by the city or by anyone on the board of Woodbriar Estates Homeowner's Association (WEHA) as to my opinion of the zoning change. Therefore, my reason for sending this e-mail to you.

It is my understanding that someone representing WEHA attended 3 P&Z meetings to formally request that the P&Z not approve the zoning change request and that a motion to approve the rezoning request was made in a 4-for and 2-against vote.

I sincerely regret that I did not attend any of the meetings to express my desire to see that property made residential rather than commercial.

It is my understanding that at the WEHA board meeting which was held on September 10, 2013, the board was to decide whether or not to contest the zoning change at the next city council meeting when the council will approve or deny the zoning change. To date, I do not know what the board decided. However, I plan to be at the city council meeting on 9-17 and plan to speak in favor of the zoning change, if that step becomes necessary.

Keep in mind that there are about 200 or more households in Woodbriar Estates. You have heard the opinion of the WEHA board of 12 members. The WEHA board does not speak for me and I am sure they don't speak for many of the other homeowners.

If you could forward this e-mail to city council members, I would very much appreciate it, as I do not have their e-mail addresses.

Thank you for your attention to this matter and please call me if you have any questions.

Mary Bennett
817-577-8838

Letters of Support

Date: _____

SPEAKER CARD

☒ I will speak **In Support** of this item.

☐ I will speak **In Opposition** to this item.

☐ I do not wish to speak, but please record my: ☐ support ☐ opposition

Agenda Item Number: 4b

Name: Claudia Bevil

Address: 119 Cheek Sparger Rd

City: Colleyville

State: TX

Zip Code: 76034

Telephone Number: 817-849-1360

Representing: self

(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: CB

This information is a Public Record.

Date: 2-22-13

SPEAKER CARD

☒ I will speak **In Support** of this item.

☐ I will speak **In Opposition** to this item.

☐ I do not wish to speak, but please record my: ☐ support ☐ opposition

Agenda Item Number: 4B

Name: JAMES BEVILL

Address: 119 CHEEK SPARGER

City: COLLEVILLE

State: TX

Zip Code: 76034

Telephone Number: 817-849-1360

Representing: _____

(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: JB

This information is a Public Record.

Letters of Support

SPEAKER CARD

Date: 10-2-13

Agenda Item Number: 5A

For example: **5a (this can be found on the far left side of the agenda copy)**

☒ I will speak **In Support** of this item. ☐ I will speak **In Opposition** to this item.

☐ I do not wish to speak, but please record my: ☐ **support** ☐ **opposition**

Name: MARY BENNET

Address: 3705 BRISKINVEN LN City: COLLEYVILLE

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: MARY BENNET

This information is a Public Record

Statement of Planning Objectives

August 21, 2013

Briar Grove

Located at the SEC of Cheek-Sparger and San Bar

Zoning change from PUD-C to PUD-R

Revised Statement of Planning Objectives

Steve Isbell and Mark Howe have a contract to acquire approximately 2 acres of land at the southeast corner of Cheek Sparger and San Bar. They are requesting a zoning change from PUD-C to PUD-R. The current site is vacant and has been vacant for many years. The property was zoned several years ago and planned for an office type development. Over the years that has proven to not be the highest and best use for the property and the property has never been developed. The revised plan proposes 8 single family homes with open space, all to be accessed off San Bar by constructing a new Cul-De-Sac from San Bar East across the property. The open space will be owned by a Home Owners Association established for this project. Where drainage and utility easements are proposed, the City of Colleyville will provide normal city services to the open areas. The plan will provide a wrought iron fence along the open space lot backing to Cheek Sparger and a masonry fence along the balance of the perimeter of the property with the entry being on San Bar.

Through the planning process, we are planning on saving as many trees as possible and most of the trees on the perimeter will be retained. Drainage will be address by constructing a detention basin in the open space lot. The open space lot will have a sitting area with two park benches and a picnic table with a side walk to their location which will be selected to be in an area of the open space that will have appropriate shade.

The site is located just east of a self- storage project and the 99 cent store on Hwy 26 and to the south, north and east of the property are residential homes.

This project will provide 8 new households close to Hwy 26 and provide additional buying power for the proposed retail along the center corridor of Colleyville.

It is the developers' anticipation that these will be lifestyle type homes for empty nesters that want to downsize and still live in Colleyville. It is anticipated that the homes will sell from the mid \$400's – mid \$500's

Development Schedule:

Zoning approval: September 2013

Preliminary and Final Plat: October 2013

Construction Commencing: November 2013

Construction Completing: May 2014

Economic Development Information:

1. Total Square footage; 8 homes averaging 3200 sf at \$150/sf = \$3,840,000
2. Estimated sell out for the entire project is 18 months

Statement of Planning Objectives

PUD Single Family - 8 lots

1. GENERAL

- a. The purpose of PUD-R is for a single-family residential development of detached dwelling units, constructed at a gross maximum density of 4.40 dwelling units per acre.
- b. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.

2. CONCEPTUAL PLAN AND PLATTING

- a. The street layout and arrangement of lots of the subdivision shall be generally consistent with the Conceptual Site Plan.
- b. The developer shall submit and receive approval from the City a Preliminary and Final Plat in accordance with the requirements of the Land Development code prior to development of this PUDR.

3. PERMITTED USES

- a. Single-family residences, detached
- b. Common open space areas

4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS

Single-family detached residential lot requirements and setbacks shall comply with the following provisions. Building line setbacks established by the Conceptual Site Plan, shall control where such building line setback is different from the following requirements.

- | | |
|-------------------------|--|
| a. Minimum Lot Size | 5807 square feet |
| b. Minimum Lot Width | 55 feet |
| c. Minimum Lot Depth | 120 feet (exception for lot lines on cul-de-sac) |
| d. Front Building Line | 10 feet for J-Swing Garage/ 20 feet for Front Entry |
| e. Side Building Line | 5 feet for center placed structure and 1' and 9' for zero (except for lot 4 which can have side yards of 5' and 3' or 1' and 7') |
| f. Rear Building Line | 10 feet |
| g. Maximum Lot Coverage | 65 percent |
| h. Maximum Height | 35 feet |

5. OPEN SPACE

- a. This development shall provide not less than 16.2% common open space, which will generally be configured as shown on the Conceptual Site Plan. All open space areas shall be landscaped and maintained by the Homeowners Association.
- b. No more than 25 percent of the open space area shall be utilized for storm water detention or retention.

Statement of Planning Objectives

6. SCREENING

a. A wood screening fence, not to exceed six feet in height will be constructed at the property lines adjacent to other residential properties to the east and south, as shown on the Conceptual Site Plan. At a minimum the pole side of the screen fence will face into the new development along the south and east property lines.

b. A variable height screening fence, constructed of a combination of brick, stone and wrought iron will be constructed along the north and west portion of the property adjacent to Cheek Sparger Road and San Bar. The screening will be continuous along the boundary with the exception of entry road right-of-way.

7. SIDEWALKS

Sidewalks will be constructed in accordance with the requirements of the Colleyville Land Development Code.

8. OTHER

a. Homes will be both single and two story construction.

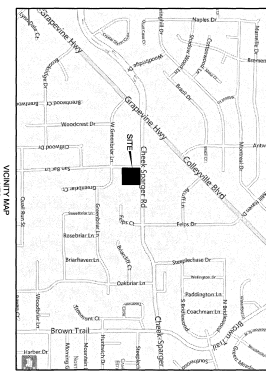
b. For two story homes there will be no balconies or verandas on the second floor of lots 3-8.

c. Maintenance of the wood fence, masonry fence, open space and landscaping will be the responsibility of the HOA governing the new sub-division.

d. Construction times would be limited to City of Colleyville rules and regulations (Monday - Saturday 7:00am - 6:00pm)

e. All agreements made between the home owners to the east and south of development will be recorded in the final development documents/ restrictions.

EXISTING ZONING: PUD-C
EXISTING LAND USE: COM.



1. LOT COVERAGE SHALL NOT EXCEED 65 PERCENT OF THE INDIVIDUAL LOT:

AREA OF DEVELOPMENT	1.82 ACRES (79,466 SF)
NUMBER OF UNITS	8
OPEN SPACE	(10.15, 1A, 2B, 3A, + 12.871 SF) (16.22)
DENSITY	4.40 UNITS/AC
MAX BUILDING HEIGHT	35 FEET
FRONT BUILDING LINE	15 FEET FROM FRONT YARD
REAR BUILDING LINE	8-20 FEET FOR REAR ENTRY 10 FEET

1. HOME OWNER'S ASSOCIATION (HOA) TO MAINTAIN DEFENTION POND, OPEN SPACE LOT, RECREATED WALK AND JUMPSCAPER. CITY WILL ACTIVE GIVE TO HOA, MAINTAIN HOA DOCUMENTS AT TALK OF
2. BRIDGE DRIVE CORNER SHALL BE A BUILT STREET CONSIDERED TO CITY STANDARDS (34' R/W WITHIN)
3. EXISTING LOT WITH 10' FRONT YARD OF BUILDING AND 20' CAN BE USED TO BUILD A LOT WITH 10' FRONT YARD AND 20' FROM OTHER SIDE LOT WITH THE EXCEPTION OF LOT WHICH CAN HAVE 10' FRONT OF 2' AND 3' ON 10' R/W
4. 10' ON 10' R/W SHALL BE 20' FROM FRONT EXISTING DITCHES AND 10' FROM EXISTING DITCHES
5. BUILDING SHALL BE REQUIRED TO PLANT 1 - 3' CANYON TREE AND 10' TROPICAL TREE IN THE FRONT YARD 1 - 3' CANYON TREE AND 10' TROPICAL TREE IN THE BACK YARD
6. MAINTAIN ALL OPEN SPACE AREAS

ZONING EXHIBIT FOR ZONING
CHANGE FROM
PUD-C TO PUD-R (RESIDENTIAL)

BRIAR GROVE COURT

1.82 AC

LOT 1, BLOCK 1,
SAN BAR SQUARE
CITY OF COLLEYVILLE,
TARRANT COUNTY, TEXAS

EXISTING ZONING - PUD-C
PROPOSED ZONING - PUD-R (RESIDENTIAL)
CITY FUTURE LAND USE - RESIDENTIAL

DATE OF PREPARATION 6-7-13

OWNER:	DEVELOPER:	ENGINEER:
RONNIE R. UHLERMAKER P.O. BOX 1405 COLLEGEVILLE, TX 76034-1705	STEVE ISBELL 6617 PRECINCT LINE ROAD NRI, TEXAS 76182 S/E *200	HAILEY TON DUFFY, PC 8240MD CITIES BLVD. NRI, TEXAS 76182 (817) 268-0408

ENGINEER:
HAMILTON DUFFY, PC
824 MID CITIES BLVD.
NRH, TEXAS 76182
(817) 268-0408
FAX (817) 284-8408

Small Lot Development Comparison Chart - 1996 to 2013

Subdivision Name	Total Lots	Minimum Lot Width (feet)	Minimum Lot Depth (feet)	Minimum Lot Size (square feet)	Average Lot Size (square feet)	Maximum Lot Coverage	Master Plan Density - Dwelling Units Per Acre *	Land Development Code Density - Dwelling Units Per Acre **	Total Acres	Open Space	Approval Date	Ordinance
Spring Garden	45	36	70	2,520	2,700	90%	8	16.1	5.4	31.3%	12.17.96	O-96-1052
Villas of Caldwell Creek	43	59	115	6,594	7,408	50%	3.7	5.9	11.6	18.3%	4.1.97	O-97-1062
Bridges at Riverwalk	32	56	106	6,001	6,479	50%	3	6.7	10.0	24.0%	12.21.99	O-99-1192
Riverwalk at Colleyville	53	60	115	6,331	7,666	50%	3.2	5.7	20.0	20.0%	4.4.00	O-00-1210
Rosewood Villas	53	59	110	6,482	6,899	60%	3.6	6.3	14.8	21.4%	8.8.01	O-01-1286
Emerald Park	72	60	120	7,200	7,508	50%	3.5	5.8	20.2	19.6%	10.1.02	O-02-1366
Tiffany Park	25	60	100	7,200	7,580	50%	3.5	5.7	7.2	20.0%	10.21.03	O-04-1487
Tuscany	35	60	110	6,600	7,878	50%	3.9	5.5	8.8	6.6%	2.17.04	O-04-1442
Cambridge Place	38	50	58	4,500	5,300	60%	4.2	8.2	9.0	22.0%	7.6.04	O-04-1467
Heritage Oaks	103	30/40	90	2,700/3,600	3,600	90% and 75%	4.6	12.1	22.9	25.0%	03.21.06	O-09-1715
Villas at Oak Pointe	74	30/56	90/95/115	2,700/6,440	5,000	90% and 58%	3.7	8.7	13.6	22.0%	08.02.06	O-06-1584
Copperglen	22	55	105	5,924	6,650	65%	3.9	6.6	5.6	20.0%	10.17.06	O-06-1595
Villas of Colleyville	67	59	115	6,655	8,936	60%	3.4	4.9	19.8	21.0%	08.21.07	O-07-1627
Enclave at Arbor Estates	16	65	120	8,700	9,350	50%	2.9	4.7	5.6	19.3%	09.18.07	O-07-1634
Creeside at Colleyville	269	50	105	5,000	7,257	65%	2.4	6.0	108.5	20.0%	11.27.07	O-07-1645
Somerset Manor	77	50/60	100/110	5,000/6,600	6,000	50%	4	7.3	18.2	20.3%	05.05.08	O-08-1672
Ivy Glen	10	55	110	5,890	8,200	65%	3.4	5.3	3.0	20.0%	03.05.13	O-13-1864
The Preservation	36	60	140	8,500	9,170	50%	3	4.7	12.0	23.0%	05.14.13	O-13-1867
Average	59	56	106	6,207	6,866	57%	3.8	7.0	17.6	20.8%		
Zoning Case ZC13-008	8	55	120	5,807	6,874	65%	4.4	6.6	1.8	16.2%		

* Master Plan Density is calculated by dividing the total units in the development by the total acreage of the development

** Land Development Code Density is calculated by dividing the total units in the development by the total development acreage minus open space and right-of-way acreage



ORDINANCE 0-85-600 ✓✓✓

Posted
12-13-85
4:30 P.M.
by

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF A TRACT OF LAND SITUATED IN THE JONATHON RILEY SURVEY, ABSTRACT 1356, TRACT 3G AND WOODBRIAR ESTATES ADDITION, BLOCK 7, LOTS 20,21, AND 22 TO THE CITY OF COLLEYVILLE, TEXAS FROM R-15 AND R-20 TO PUD-C; PROVIDING A PENALTY AND AUTHORIZING PUBLICATION.

WHEREAS, an application for zoning change was filed by C. M. Bollinger, Inc. , October 22, 1985 under Case No. Z-85-547; and,

WHEREAS, notice of a hearing before the Planning and Zoning Commission was sent to real property owners within 200 feet of the property herein described at least 10 days before such hearing; and,

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Colleyville at least 15 days before such hearing; and,

WHEREAS, notices were posted on the subject land as provided by the zoning ordinance; and,

WHEREAS, public hearings to change the zoning on the property herein described were held before both the Planning and Zoning Commission and the City Council, and the Planning and Zoning Commission has heretofore made a recommendation concerning the zone change; and,

WHEREAS, the City Council is of the opinion that the zone change herein effectuated furthers the purpose of zoning as set forth in the Zoning Ordinance and is in the best interest of the citizens of the City of Colleyville;

NOW, THEREFORE,

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

Sec. 1. THAT Zoning Ordinance of the City of Colleyville, Texas, and the accompanying Zoning Map are hereby amended insofar as they relate to certain land located in Colleyville, Tarrant County, Texas, and described as follows:

1
2 BEING a tract of land in the JONATHON RILEY SURVEY,
3 Abstract NO. 1356, City of Colleyville, Tarrant
4 County, Texas, as surveyed by C.K. Vermillion,
Registered Public Surveyor No. 552, in August 1966,
and being more particularly described as follows:

5 BEGINNING at an iron pin in the South line of
6 Cheek-Sparger Road, said point being 202.0 feet
east and 15.0 feet south of the most westerly NW
corner of said Riley survey;

7 Thence East 100.00 feet along the south line of
said Cheek-Sparger Road to an iron pin;

8 Thence S 00° 23' E, 325.9 feet to an iron pin;

9 Thence S 89° 42' W, 100.0 feet to an iron pin;

10 Thence N 89° 36' W, 173.4 feet to an iron pin;

11 Thence N 00° 06' E, 300.00 feet to a point;

12 Thence S 89° 36' E, 173.4 feet to a point;

13 Thence N 00° 06' W, 23.60 feet to the point of
beginning and containing 1.943 acres of
land.

14 by changing the zoning thereof from R-15 and R-20
15 to PUD-C. **

16 Sec. 2. Any person, firm or corporation violating any of
17 the provisions of this ordinance as read together
18 with the Zoning Ordinance of the City of Colleyville
19 and accompanying official Zoning Map thereto shall
be guilty of a misdemeanor and upon conviction thereof
shall be fined in a sum not to exceed Two Hundred
Dollars (\$200.00). Each and every day such violation
continues shall constitute a separate offense and
shall be punishable as such.

20 Sec. 3. The City Secretary is hereby authorized and directed
21 to cause publication of the descriptive caption
and penalty clause hereof as an alternative method
of publication provided by law.

22 AND IT IS SO ORDERED.
23
24
25
26

The ^{17th} first reading and public hearing being conducted on the December, 1985.
The ^{17th} second reading and public hearing being conducted on the January, 1986.
The ^{21st} third reading and public hearing being conducted on the January, 1986.

ATTEST:

CITY OF COLLEYVILLE

Lavada Johnson
Lavada Johnson
City Secretary

J.R. "Buck" Hubbard
J.R. "Buck" Hubbard
Mayor

Approved as to Form and Legality:

Ross T. Foster
Ross T. Foster, City Attorney

**together with all site plans, supporting documents,
and other conditions and restrictions imposed by
and approved by the Council, which are incorporated
herein by reference.

ORDINANCE O-13-1887

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON 1.82 ACRES ON LOT 1, BLOCK 1, OF THE SAN BAR SQUARE ADDITION, LOCATED AT 105 CHEEK-SPARGER ROAD FROM THE PUD-C-PLANNED UNIT DEVELOPMENT COMMERCIAL ZONING DISTRICT TO THE PUD-R-PLANNED UNIT DEVELOPMENT RESIDENTIAL ZONING DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning under Case No. ZC13-008; and

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

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

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

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

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance

Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 1.82 acres on Lot 1, Block 1, of the San Bar Square Addition, located at 105 Cheek-Sparger Road from the PUD-C-Planned Unit Development Commercial zoning district to the PUD-R-Planned Unit Development Residential zoning district, as depicted in the attached Exhibit "A" and "C", and as described in Exhibit "B".
- Sec. 3. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The purpose of this PUD-R is for a single-family residential development of eight (8) detached single family dwelling units, constructed at a gross maximum density of 4.4 dwelling units per acre.
- b. This development shall be generally consistent with the Statement of Planning Objectives, Exhibit "B".
- c. The proposed development is subject to all the regulations contained in the Land Development Code, except as amended by this Ordinance.

2. DEVELOPMENT PLAN AND PLATTING

- a. The development shall be generally consistent with the conceptual site plan, Exhibit "C", which shall not be considered the preliminary plat. The actual street and lot arrangement may differ from that shown on the conceptual site plan to accommodate topographic, drainage, or other conditions.
- b. The developer shall submit and receive approval from the City, a preliminary and final plat, approved as a single phase, in accordance with the requirements of the Land Development Code prior to development of this PUD-R.

3. PERMITTED USES

- a. Single-family residences, detached
- b. Common open space areas

4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS

- a. Residential lot requirements and setbacks shall comply with the following provisions:
 - 1. All lots shall be a minimum of 55 feet in width as measured at the building setback line.
 - 2. The minimum lot size shall be 5,807 square feet.
 - 3. The minimum lot depth shall be 120 feet, except for lots which front the cul-de-sac.
 - 4. Front Yard Setbacks:
 - a. For lots that have a J-Swing garage: 10 feet
 - b. For lots that have a front entry garage: 20 feet
 - 5. Minimum Rear Yard Setback: 10 feet

6. Minimum Side Yard Setbacks:

10 feet between structures; One (1) foot and nine (9) feet, or five (5) feet each side property line.

7. Maximum Lot coverage: 65 percent

5. RESIDENTIAL DESIGN REQUIREMENTS

The following requirements shall apply to all homes constructed in this development:

- a. Homes may be both single and two-story construction.
- b. Two-story homes on lots 3 through 8 shall not contain any balconies and verandas constructed on the second floor.

6. OPEN SPACE

- a. This development shall provide a minimum of 16.2 percent common open space, which shall be configured as shown on Exhibit "C". All open space areas shall be landscaped and maintained by the HOA.
- b. No more than 25 percent of the open space area may be utilized for detention.

7. SCREENING AND TREES

- a. A wood screening fence, not to exceed six (6) feet in height, shall be constructed at the property lines adjacent to other residential properties to the east and south. A six foot wrought iron fence may be constructed adjacent to the open space Lot 2A.
- b. A variable height screening fence, constructed of a combination of brick, stone, and wrought iron will be constructed along the north and west portion of the property adjacent to Cheek-Sparger Road and San Bar Lane. The screening shall be continuous along the boundary with the exception of entry road right-of-way.

- Sec. 5. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 8. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 9. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 2nd day of October 2013.

The second reading and public hearing being conducted on the 15th day of October 2013.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the _____ day of _____ 2013.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Exhibit "A" – Location and Zoning Map

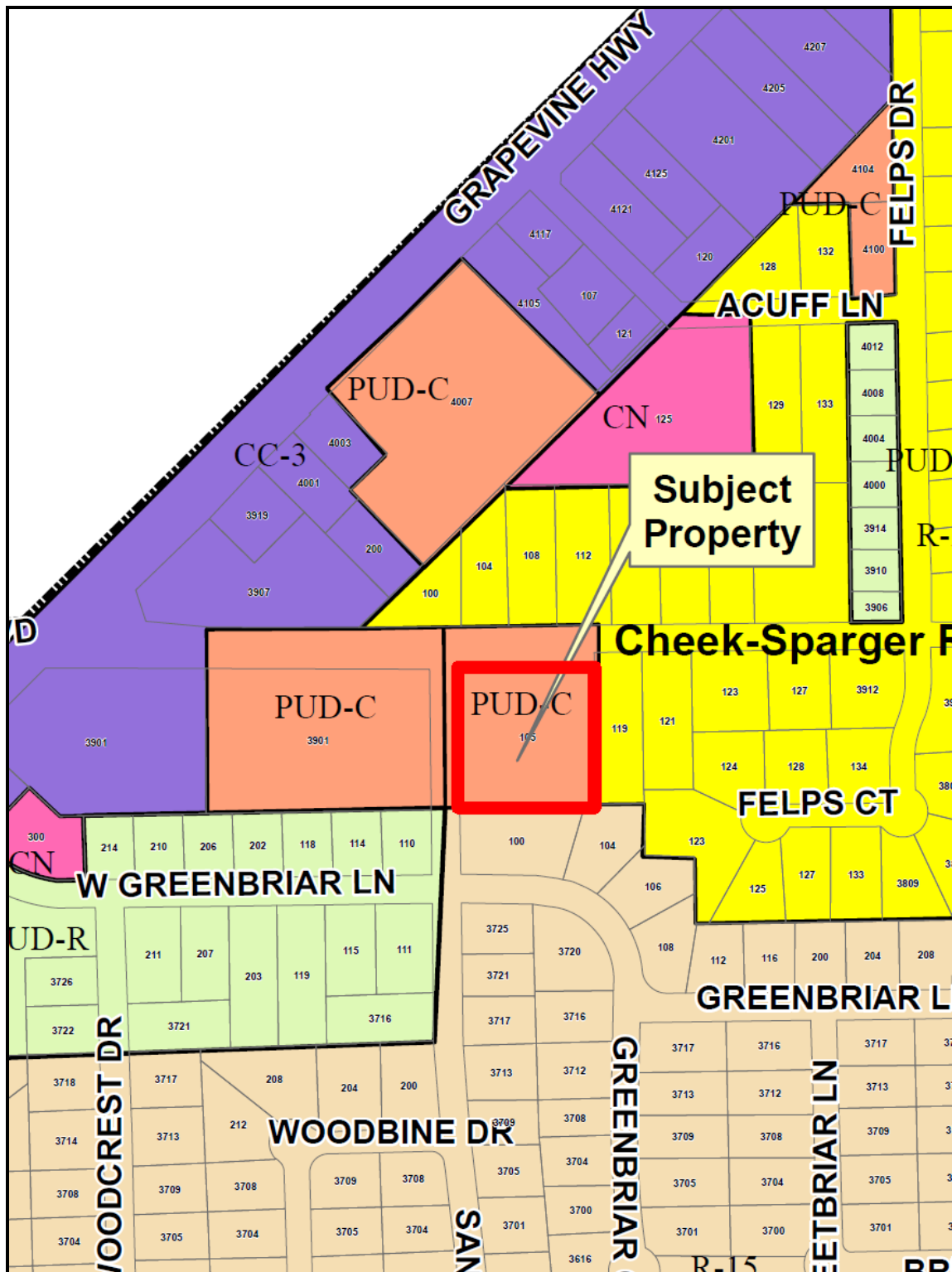


Exhibit B – Statement of Planning Objectives

August 21, 2013

Briar Grove

Located at the SEC of Cheek-Sparger and San Bar

Zoning change from PUD-C to PUD-R

Revised Statement of Planning Objectives

Steve Isbell and Mark Howe have a contract to acquire approximately 2 acres of land at the southeast corner of Cheek Sparger and San Bar. They are requesting a zoning change from PUD-C to PUD-R. The current site is vacant and has been vacant for many years. The property was zoned several years ago and planned for an office type development. Over the years that has proven to not be the highest and best use for the property and the property has never been developed. The revised plan proposes 8 single family homes with open space, all to be accessed off San Bar by constructing a new Cul-De-Sac from San Bar East across the property. The open space will be owned by a Home Owners Association established for this project. Where drainage and utility easements are proposed, the City of Colleyville will provide normal city services to the open areas. The plan will provide a wrought iron fence along the open space lot backing to Cheek Sparger and a masonry fence along the balance of the perimeter of the property with the entry being on San Bar.

Through the planning process, we are planning on saving as many trees as possible and most of the trees on the perimeter will be retained. Drainage will be address by constructing a detention basin in the open space lot. The open space lot will have a sitting area with two park benches and a picnic table with a side walk to their location which will be selected to be in an area of the open space that will have appropriate shade.

The site is located just east of a self- storage project and the 99 cent store on Hwy 26 and to the south, north and east of the property are residential homes.

This project will provide 8 new households close to Hwy 26 and provide additional buying power for the proposed retail along the center corridor of Colleyville.

It is the developers' anticipation that these will be lifestyle type homes for empty nesters that want to downsize and still live in Colleyville. It is anticipated that the homes will sell from the mid \$400's – mid \$500's

Development Schedule:

Zoning approval: September 2013

Preliminary and Final Plat: October 2013

Construction Commencing: November 2013

Construction Completing: May 2014

Economic Development Information:

1. Total Square footage; 8 homes averaging 3200 sf at \$150/sf = \$3,840,000
2. Estimated sell out for the entire project is 18 months

Exhibit B – Statement of Planning Objectives (Cont.)

PUD Single Family - 8 lots

1. GENERAL

- a. The purpose of PUD-R is for a single-family residential development of detached dwelling units, constructed at a gross maximum density of 4.40 dwelling units per acre
- b. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.

2. CONCEPTUAL PLAN AND PLATTING

- a. The street layout and arrangement of lots of the subdivision shall be generally consistent with the Conceptual Site Plan.
- b. The developer shall submit and receive approval from the City a Preliminary and Final Plat in accordance with the requirements of the Land Development code prior to development of this PUDR.

3. PERMITTED USES

- a. Single-family residences, detached
- b. Common open space areas

4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS

Single-family detached residential lot requirements and setbacks shall comply with the following provisions. Building line setbacks established by the Conceptual Site Plan, shall control where such building line setback is different from the following requirements.

- | | |
|-------------------------|--|
| a. Minimum Lot Size | 5807 square feet |
| b. Minimum Lot Width | 55 feet |
| c. Minimum Lot Depth | 120 feet (exception for lot lines on cul-de-sac) |
| d. Front Building Line | 10 feet for J-Swing Garage/ 20 feet for Front Entry |
| e. Side Building Line | 5 feet for center placed structure and 1' and 9' for zero (except for lot 4 which can have side yards of 5' and 3' or 1' and 7') |
| f. Rear Building Line | 10 feet |
| g. Maximum Lot Coverage | 65 percent |
| h. Maximum Height | 35 feet |

5. OPEN SPACE

- a. This development shall provide not less than 16.2% common open space, which will generally be configured as shown on the Conceptual Site Plan. All open space areas shall be landscaped and maintained by the Homeowners Association.
- b. No more than 25 percent of the open space area shall be utilized for storm water detention or retention.

Exhibit B – Statement of Planning Objectives (Cont.)

6. SCREENING

a. A wood screening fence, not to exceed six feet in height will be constructed at the property lines adjacent to other residential properties to the east and south, as shown on the Conceptual Site Plan. At a minimum the pole side of the screen fence will face into the new development along the south and east property lines.

b. A variable height screening fence, constructed of a combination of brick, stone and wrought iron will be constructed along the north and west portion of the property adjacent to Cheek Sparger Road and San Bar. The screening will be continuous along the boundary with the exception of entry road right-of-way.

7. SIDEWALKS

Sidewalks will be constructed in accordance with the requirements of the Colleyville Land Development Code.

8. OTHER

a. Homes will be both single and two story construction.

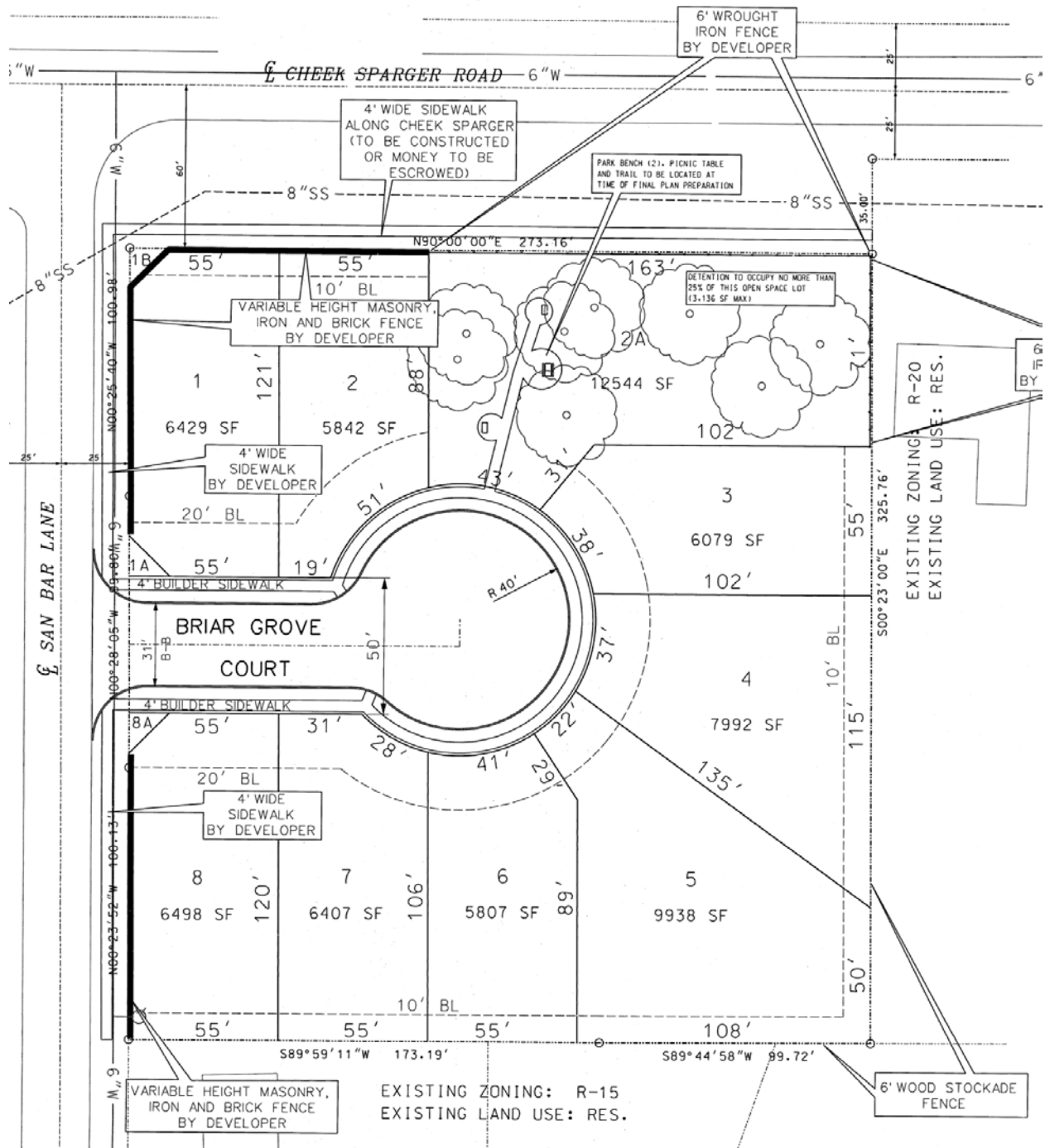
b. For two story homes there will be no balconies or verandas on the second floor of lots 3-8.

c. Maintenance of the wood fence, masonry fence, open space and landscaping will be the responsibility of the HOA governing the new sub-division.

d. Construction times would be limited to City of Colleyville rules and regulations (Monday - Saturday 7:00am - 6:00pm)

e. All agreements made between the home owners to the east and south of development will be recorded in the final development documents/ restrictions.

Exhibit C – Conceptual Site Plan





City of Colleyville City Council Agenda Briefing

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

Agenda Number 5b

Agenda Date 10/15/2013

Number Ordinance O-13-1888

Type Ordinance

Department Community Development

Title

Consideration of a request for a Special Use Permit for an accessory building on Lot 10, Block 4, of the Ashmore Addition, located at 2713 Highgrove Court, Case ZC13-011

Explanation

Second Reading and Public Hearing

There were no speakers regarding this request at the October 2, 2013 City Council meeting.

First Reading and Public Hearing

Perry Roberts has submitted a request for a Special Use Permit (SUP) to construct a 2,462 square foot detached accessory building on 1.03 acres located at 2713 Highgrove Court.

Existing Conditions and Zoning. The property is zoned R20-Single Family Residential zoning district and is currently developed as a 5,521 square foot single family residence.

Applicant's Request. The applicant plans to construct the accessory building next to the existing swimming pool. The proposed building will include a game/media room, bathroom, and snack bar. The accessory building will be located behind the house and will be 25 feet in height, six feet less than the height of the house.

Accessory buildings are regulated in the Land Development Code by Section 3.27-Accessory Buildings and Residential Carport Regulations (attached). The Land Development Code only allows up to a 1,750 square foot accessory building for a lot of this size. The actual enclosed portion of the building will include only 1,750 square feet, however, the building will include a 712 square foot covered patio that will be included under the main roof. According to Section 3.27(A)2b in the Land Development Code, the size of the accessory building shall include the building footprint, which includes all areas of the building under the building roof. Therefore, the total square footage of the proposed accessory building is 2,462 square feet, including the covered patio.

Section 3.27 requires the approval of a Special Use Permit for any accessory building that does not meet the conditions of the section.

The proposed accessory building complies with the other requirements of Section 3.27 including building setback, building height, and permitted use requirements. The proposed building, in combination with the existing home, also complies with the maximum lot coverage requirements for the R20-Single Family Residential zoning district, which is 30 percent.

Surrounding Zoning and Development. All surrounding properties are zoned R20-Single Family Residential zoning district and are developed as single family detached homes.

Public Notification. Staff mailed notices to 12 adjacent property owners regarding this request. Notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. Staff has received no correspondence regarding this request.

Planning and Zoning Commission Recommendation. The Planning and Zoning Commission recommended approval of this request at the September 9, 2013 meeting by a vote of 5-0.

Summary. Other than exceeding minimum building size requirements, the proposed accessory building complies with the development regulations stated within the Land Development Code including building setback, height, permitted use, and lot coverage requirements.

Financial Impact

There is no financial impact to the City.

Recommendation

Approval with the following conditions:

1. GENERAL

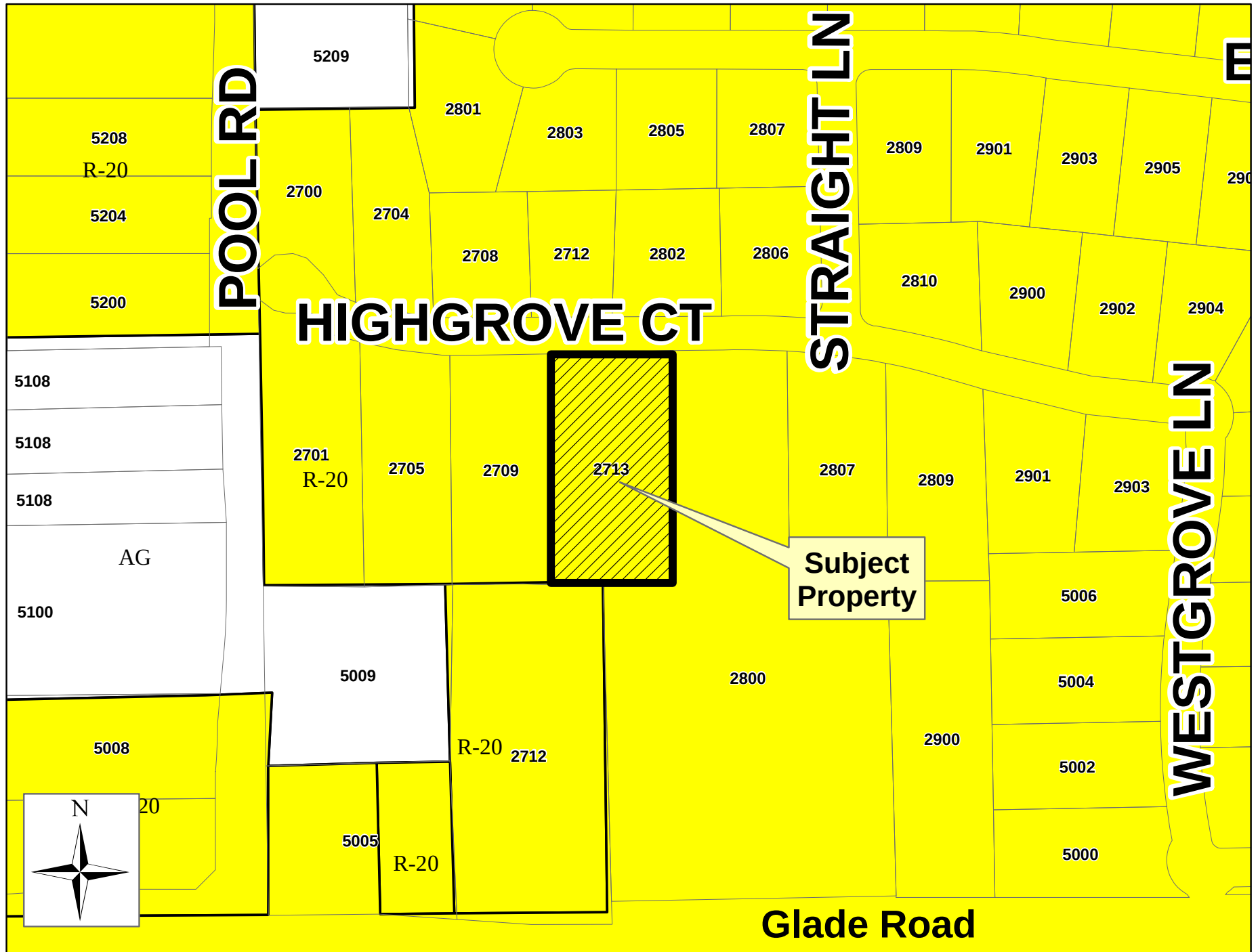
- a. The Special Use Permit shall apply to the construction of an accessory building.
- b. The accessory building shall not exceed 2,462 square feet in size, including all covered patio areas.
- c. The accessory building design and exterior materials shall be generally consistent with Exhibit "C".
- d. All requirements of the Land Development Code shall be met, except where amended herein.

Attachments

1. Location and Zoning Map

2. Aerial
3. Buffer Map
4. Notification List
5. Statement of Planning Objectives
6. Development Schedule
7. Site Plan
8. Elevations
9. Floor Plan
10. Section 3.27 - Land Development Code
11. Ordinance O-13-1888

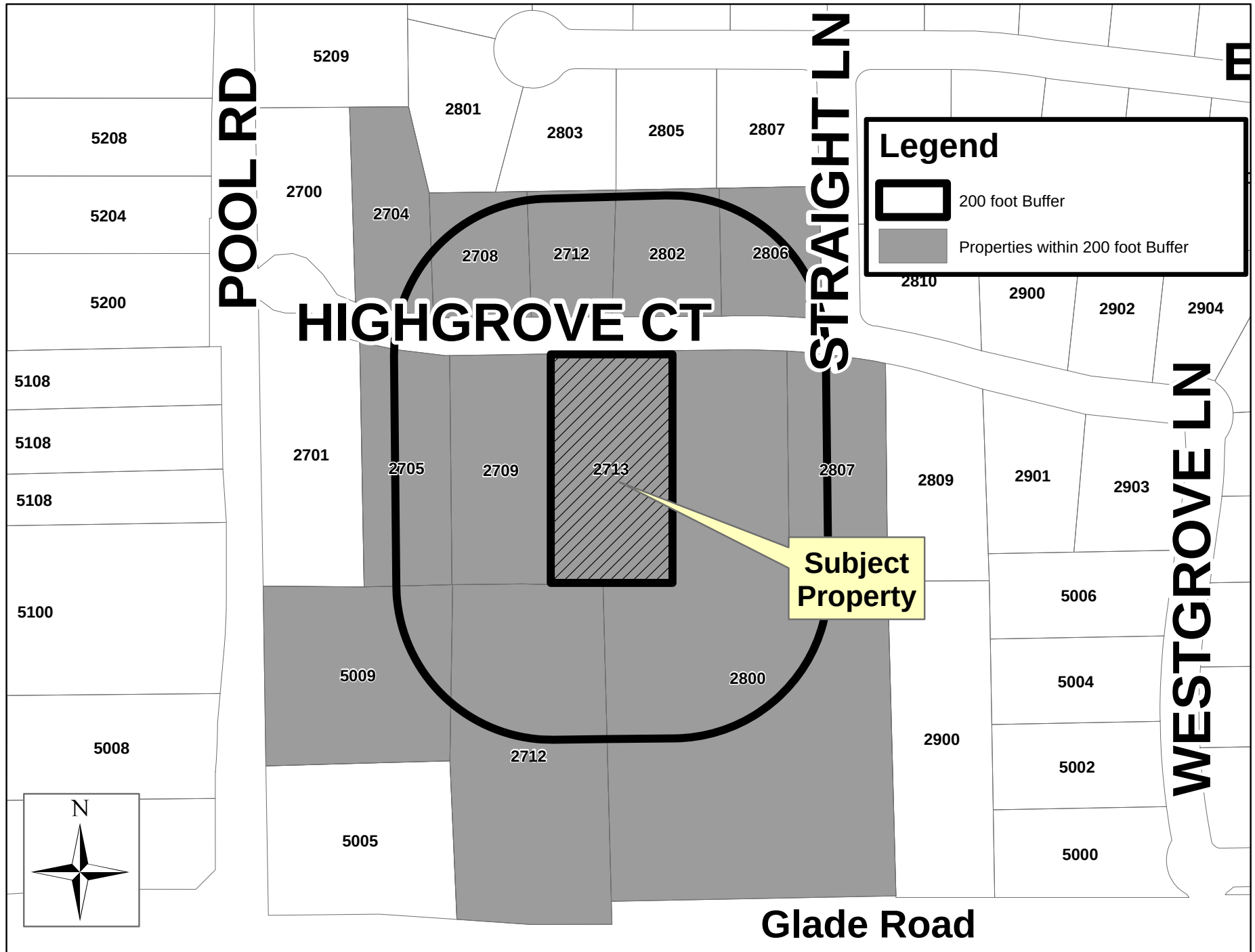
Location and Zoning Map



Aerial



Buffer Map



Notification List

Owner Name	Owner Addr	Owner City	Owner State	Owner Zip	Situs Address
McCormick, Robert J	2220 Pool Rd Ste 100	Grapevine	Texas	76051	5009 Pool Rd
McCormick, Robert & Cynthia	2807 Edgewood Ln	Colleyville	Texas	76034	2712 Glade Rd
Dzura, Michael Etux Patricia	2704 Highgrove Ct	Colleyville	Texas	76034	2704 Highgrove Ct
Fyffe, Jack B & Jane G	2708 Highgrove Ct	Colleyville	Texas	76034	2708 Highgrove Ct
Halai, Akeel S & Zahra	2806 Highgrove Ct	Colleyville	Texas	76034	2806 Highgrove Ct
Ramachandran, Sunil Etux P R	2802 Highgrove Ct	Colleyville	Texas	76034	2802 Highgrove Ct
Little, David P Etux Shelly	2712 Highgrove Ct	Colleyville	Texas	76034	2712 Highgrove Ct
Tarpara, Narendra Etux Triveni	1809 Sandalwood Ln	Grapevine	Texas	76051	2807 Highgrove Ct
Johnson, Zachary S Etux Amy W	2713 Highgrove Ct	Colleyville	Texas	76034	2713 Highgrove Ct
Fontenot, Kelly R Etux Kelle L	2705 Highgrove Ct	Colleyville	Texas	76034	2705 Highgrove Ct
Wuestenberg, Kurt Etux Melissa	2709 Highgrove Ct	Colleyville	Texas	76034	2709 Highgrove Ct
McCormick, Robert & Cynthia	2807 Edgewood Ln	Colleyville	Texas	76034	2800 Glade Rd
Perry Roberts, Applicant	1008 Wade Drive	Bedford	Texas	76022	Applicant

Public Hearing notices were mailed
Friday, Aug. 30, 2013 by Taci Wrisley

Statement of Planning Objectives

NORTH TEXAS CUSTOM BUILDERS

1008 Wade Drive
Bedford, TX 76022
Office: 817-285-7100
Fax: 817-285-7101


8/08/2013

Statement of Planning Objective

Zach and Amy Johnson own/live at 2713 Highgrove Court in Colleyville. They are proposing to build a game room/media room separate from the house out by there pool area. They are planning on using this as their area for family entertainment. They also will be using this area for entertaining guest that come over as well.

Perry Roberts (owner)



North Texas Custom Builders

Development Schedule

NORTH TEXAS CUSTOM BUILDERS

1008 Wade Drive
Bedford, Texas 76022
Office: 817-285-7100
Fax: 817-285-7101

2713 Highgrove Court Development Schedule

August 9, 2013 Apply for SUP permit

September 9, 2013 Attend Planning and Zoning Meeting

October 2, 2013 Attend City Council Meeting

October 15, 2013 Attend 2nd City Council Meeting if Needed

Upon approval obtain permit to start project

After obtaining permit then start project

Completion will take approximately 90-120 days depending on weather.

Perry Roberts



North Texas Custom Builders

Site Plan

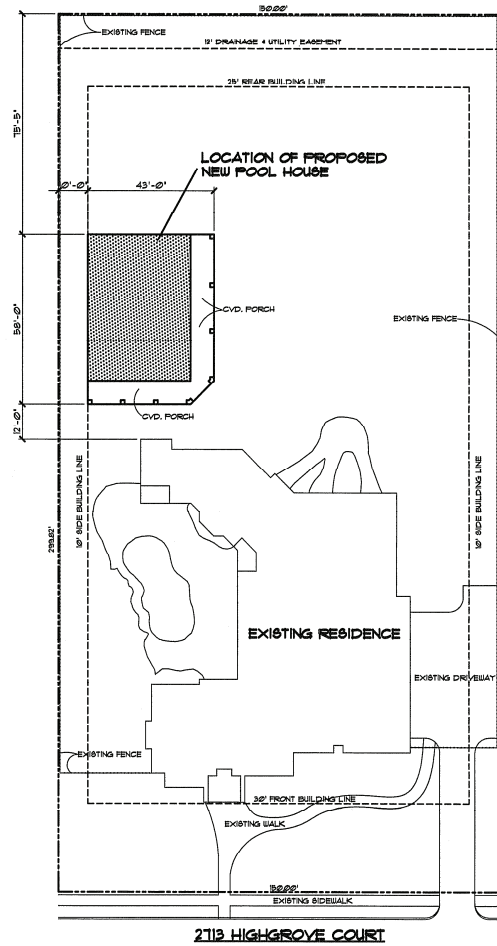


CHART DATA	
EXISTING RESIDENCE A/C, GARAGE, PORCHES, & PATIO	1380
PROPOSED POOL HOUSE	1750
PROPOSED POOL HOUSE PORCH	30
TOTAL AREA COVERAGE	3260
TOTAL PAVING	3260
LOT SIZE	44,000 SQ. FT.
TOTAL LOT IMPERVIOUS COVERAGE	24%
TOTAL LOT COVERAGE	29%

SITE PLAN
 SCALE: 1"=10'0"
 LOT 10 BLOCK 4
 ASHMORE #5
 COLLEYVILLE, TEXAS

Date: 8/5/13
 Drawn By: M.J.W.
 Checked By: M.J.W.
 Revisions:

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'COMMON RESIDENCE'
 2719 HIGHGROVE COURT
 NORTH TEXAS CUSTOM BUILDERS

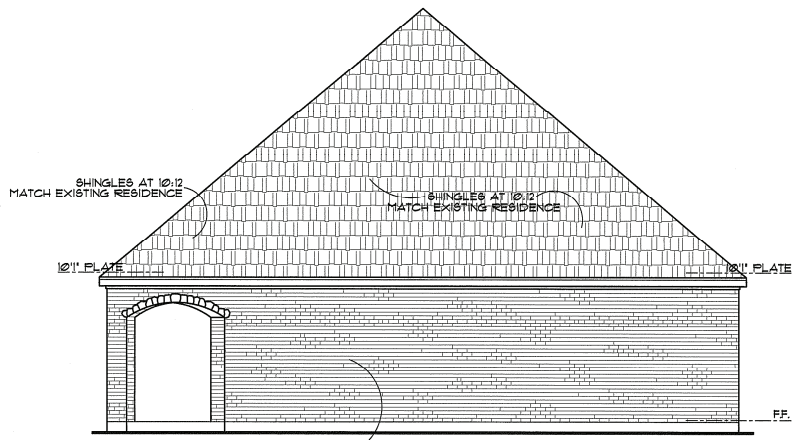


M.J. WRIGHT & ASSOCIATES, INC.
 8333 MIDCITIES BOULEVARD STE. A, NORTH TEXAS
 817/288-8888 M.J.WRIGHT@MJA.COM
 OFFICE 817/288-8888
 FAX 817/288-8888

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SITE
 Project No.
 13089NTX

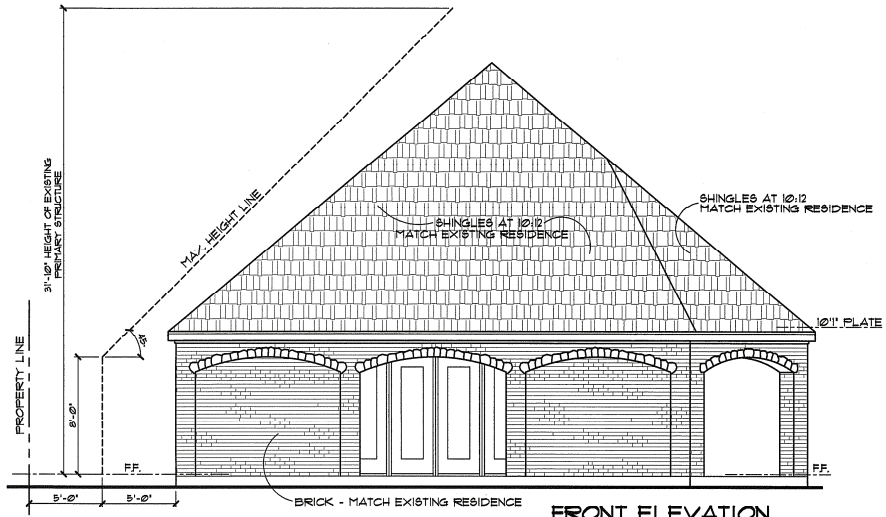
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Elevations



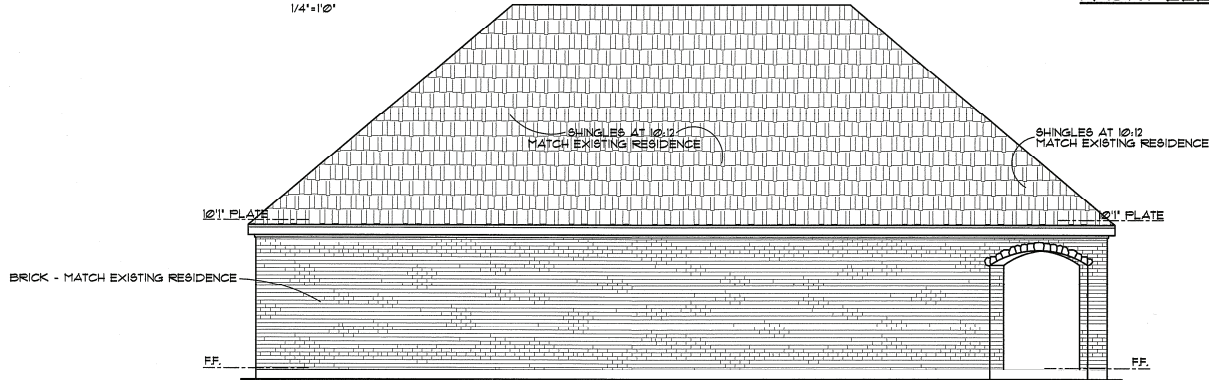
REAR ELEVATION

1/4" = 1'0"



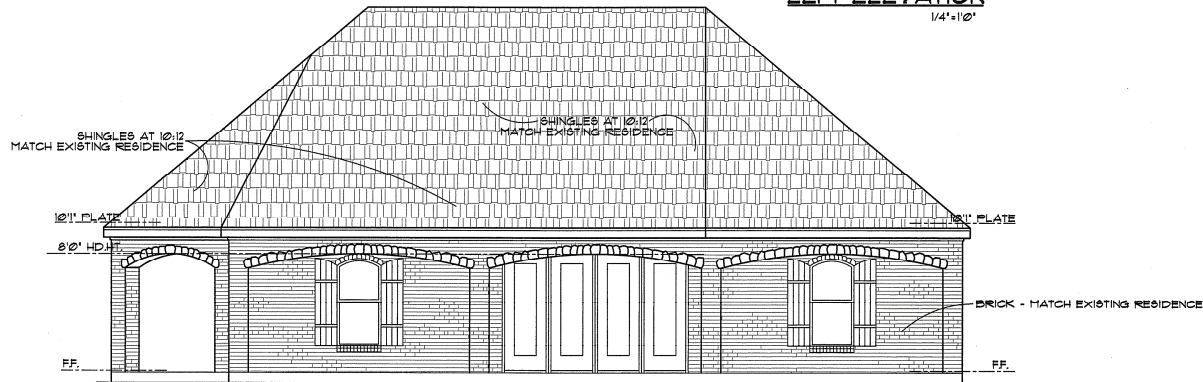
FRONT ELEVATION

1/4" = 1'0"



LEFT ELEVATION

1/4" = 1'0"



RIGHT ELEVATION

1/4" = 1'0"

Date: 8/5/13
Drawn By: MJW
Checked By: MJW
Revision:

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'JOHNNY RESIDENCE'
2715 HIGHGROVE COURT
NORTH TEXAS CUSTOM BUILDERS

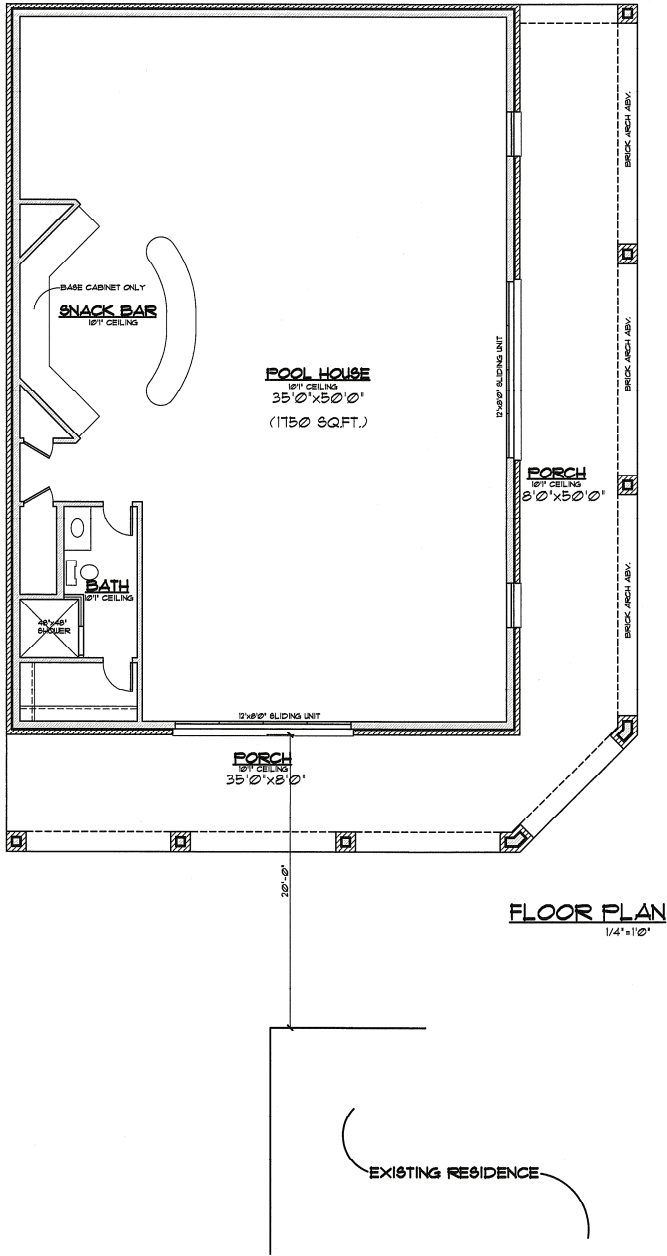


M.J. WRIGHT & ASSOCIATES, INC.
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Sheet No.
2
Project No.
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Floor Plan



Date 8/5/13
 Drawn By MJW
 Checked By MJW
 Reviewer

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JOHNSON RESIDENCE
 2715 HIGHLAND COURT
 NORTH TEXAS CUSTOM BUILDERS



M. J. WRIGHT & ASSOCIATES, INC.
 8533 MIDCITIES BOULEVARD STE. A, NORTON, TEXAS 75057
 TEL: 972.288.8888 FAX: 972.288.8888 WWW.MJWRIGHT.COM

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Section 3.27 - Land Development Code

Colleyville, Texas, Land Development Code

Section 3.27 Accessory Buildings and Residential Carport Regulations

The following regulations shall govern the location, size and use of accessory buildings:

A. Accessory Buildings Located in Residential Zoning Districts (O-00-1223 / 07/18/00)

1. *Permit Required:*

- a. A building permit shall be required for any accessory building which exceeds one hundred and twenty (120) square feet. However, all accessory buildings containing 120 square feet or less shall comply with the height and setback requirements of this Section. An accessory building shall only be allowed as an incidental structure to a principle building unless the accessory building is located in the Agricultural District.
- b. For the purpose of this Section, the term accessory building shall include detached residential garages and pool houses, but shall exclude a carport (see Section 3.27.C).

2. *Maximum Size and Number of Buildings:*

- a. The maximum number of accessory buildings allowed per lot shall be three (3) buildings. In addition, the combined square footage of all accessory buildings shall not exceed the maximum square footage specified in the following table.

Maximum Square Footage of all Accessory Buildings				
Lot Size	Under .5 ac	.5– .99 ac.	1 – 2.99 ac.	3+ ac.
Total s. f.	750 s. f.	1,000 s. f.	1,750 s. f.	2,500 s. f.

- b. For the purpose of this Section, the size of an accessory building shall be the square footage of the building footprint.
- c. An application to exceed the total square footage shown in the above table may be approved as a Special Use Permit (SUP).
- d. An existing accessory building may be remodeled or expanded provided the combined square footage of all accessory buildings does not exceed the maximum square footage allowed. However, an existing accessory building which exceeds the maximum square footage allowed may be remodeled or replaced with a new accessory building, but not expanded or increased in height.
- e. There shall be no physical connection between accessory buildings and a minimum separation of three (3) feet between accessory buildings.

3. *Setbacks:*

- a. No accessory building shall be erected in any required yard, as defined in *Chapter 2 – Definitions*, except as set forth herein.
- b. Attached accessory buildings – Accessory buildings erected ten (10) feet or closer to the principal building shall be considered attached, and shall comply with the setback lines established for the applicable zoning district. For the purpose of this regulation, the distance between buildings shall be measured between the nearest wall surfaces.
- c. Detached accessory buildings – A detached accessory building shall comply with the setback

Section 3.27 - Land Development Code

Colleyville, Texas, Land Development Code

lines established for the applicable zoning district, unless the accessory building is located totally behind the rear of the principal building, then it shall not be placed closer than five (5) feet to any side or rear lot line.

4. *Maximum Height:* No accessory building shall penetrate a vertical height envelope defined as being a point five feet from a side or rear lot line and extending vertically 8 feet to a point, then extending at a 45° angle to the height of the primary building.
5. *Permitted Uses:* The use of an accessory building shall be consistent with the permitted uses of the applicable zoning district, except, no accessory building shall be used for dwelling purposes other than for domestic servants employed for the premises, where permitted by the district regulations.
6. *Special Use Permit Provision:* Any request for a building permit for an accessory building which does not meet the criteria in this Section shall only be authorized after approval of a Special Use Permit by the City Council using the procedures contained elsewhere in this Land Development Code.

B. For Accessory Buildings Located in Non-residential Zoning Districts

1. No accessory building shall be erected in any required yard area except as set forth by this section.
2. No accessory building shall be erected within ten (10) feet of any other building unless such accessory building is used as a commercial kiosk, in which case such commercial kiosk cannot be located within fifty (50) feet of another building.
3. Commercial kiosks as accessory uses and/or buildings may be located within approved nonresidential districts subject to the following conditions:
 - a. Maximum size of two hundred-fifty (250) square feet.
 - b. No inside sales or service or drive in sales or service; walk-up and/or drive-up service permitted.
 - c. Exterior walls shall be of at least seventy-five percent (75%) masonry, glass, or other equivalent material, provided metal material does not exceed twenty-five percent (25%) of the exterior walls.
 - d. Located within required setbacks and in conformance with this section.
 - e. Located in such a manner as to not impede, impair or endanger vehicular traffic on the property where the kiosk is located and for vehicular traffic ingressing from and egressing to public rights-of-way.
 - f. Submission of an acceptable site plan shall be required for consideration of the issuance of a building permit unless a current valid Certificate of Occupancy exists.
 - g. Limited to one (1) kiosk per platted plot.

C. Residential Carport Regulations – Carports located in zoning districts which permit single family residential dwellings shall comply with the regulations contained in this section.

1. *Approval by Special Use Permit Only:* In accordance with the Special Use Permit procedures contained in this Chapter of these zoning regulations, no carport shall be built in the City of Colleyville without approval by the City Council for a Special Use Permit to construct a carport in a zoning district that permits single family residential dwellings.
2. *Carport Standards:* A carport shall comply with the following regulations, unless the City Council in approving a Special Use Permit for a carport has imposed other requirements necessary in the particular case to protect the public interests.
 - a. *Size:* A carport shall not exceed 480 square feet in area. The longest dimension on a carport shall not exceed 24 feet.

Section 3.27 - Land Development Code

Colleyville, Texas, Land Development Code

- b. *Height:* A carport shall not exceed a maximum height of 15 feet. The height shall be measured from the finished grade to the highest point of the roof.

c. *Setbacks:*

- i. A carport located within ten (10) feet of the principal building shall comply with the front, side and rear yard setbacks of the zoning district. The distance shall be measured between the two closest points of the carport and principal building.
- ii. A carport located 10 feet or more from a principal building may extend into a required side yard, provided all of the following conditions are satisfied:
 - (1) every part of such carport is unenclosed except for necessary structural supports;
 - (2) no part of the carport is less than five (5) feet from a side or rear lot line, and
 - (3) the carport is located completely within the rear yard area as defined in these zoning regulations.

- d. *Maximum Number Per Lot:* one

e. *Paving and Street Access:*

The parking area of a carport shall be paved not less than nine feet (9') by eighteen feet (18') and provide access to a public street right-of-way. Said access shall be a minimum of nine feet (9') in width and paved. All paved surfaces shall be either concrete, asphalt or pave-stone.

f. *Design Criteria:*

- i. *Roof* - Carports shall have a pitched roof of at least 2:12. Flat roofs shall be prohibited.
- ii. *Posts* - Posts shall be constructed of brick, stone or decorative metal, such as metal lattice. For purpose of this requirement, decorative metal shall consist of twenty-five (25) percent opaque surfaces. The dimension of each post as viewed from each primary elevation shall not be less than twelve inches (12") or more than forty-eight inches (48"). Any carport with two or more elevations that exceed the 48-inch criteria shall be considered an accessory building and be regulated as such. Wooden posts shall be prohibited.

g. *Adequacy of Plans and Specifications:*

The applicant requesting a Special Use Permit to construct a carport shall submit plans and specifications of the proposed carport for review. Said plans and specifications shall contain sufficient information to allow the City Council to determine that the proposed carport complies with these regulations and the City Council may require additional information when necessary to clarify the applicant's request. At a minimum, the drawings shall contain a plot plan, elevation views and a description of the construction materials.

ORDINANCE O-13-1888

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF LOT 10, BLOCK 4 OF THE ASHMORE ADDITION, LOCATED AT 2713 HIGHGROVE COURT BY AUTHORIZING A SPECIAL USE PERMIT FOR AN ACCESSORY BUILDING; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit for an accessory building under Case No. ZC13-011; and

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

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

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

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

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and state law with reference

to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on Lot 10, Block 4 of the Ashmore Addition located at 2713 Highgrove Court by authorizing a Special Use Permit for an accessory building, as depicted on Exhibit "A" and Exhibit "B".
- Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The Special Use Permit shall apply to the construction of an accessory building.
- b. The accessory building shall not exceed 2,462 square feet in size including all covered patio areas.
- c. The accessory building design and exterior materials shall be generally consistent with Exhibit "C".
- d. All requirements of the Land Development Code shall be met, except where amended herein.

- Sec. 5. THAT any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 6. THAT if any section, paragraph, subdivision, clause, phrase, or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 7. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 8. THAT 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 October 2013.

The second reading and public hearing being conducted on the 15th day of October 2013.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the _____ day of _____ 2013.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Exhibit "A" – Location and Zoning Map

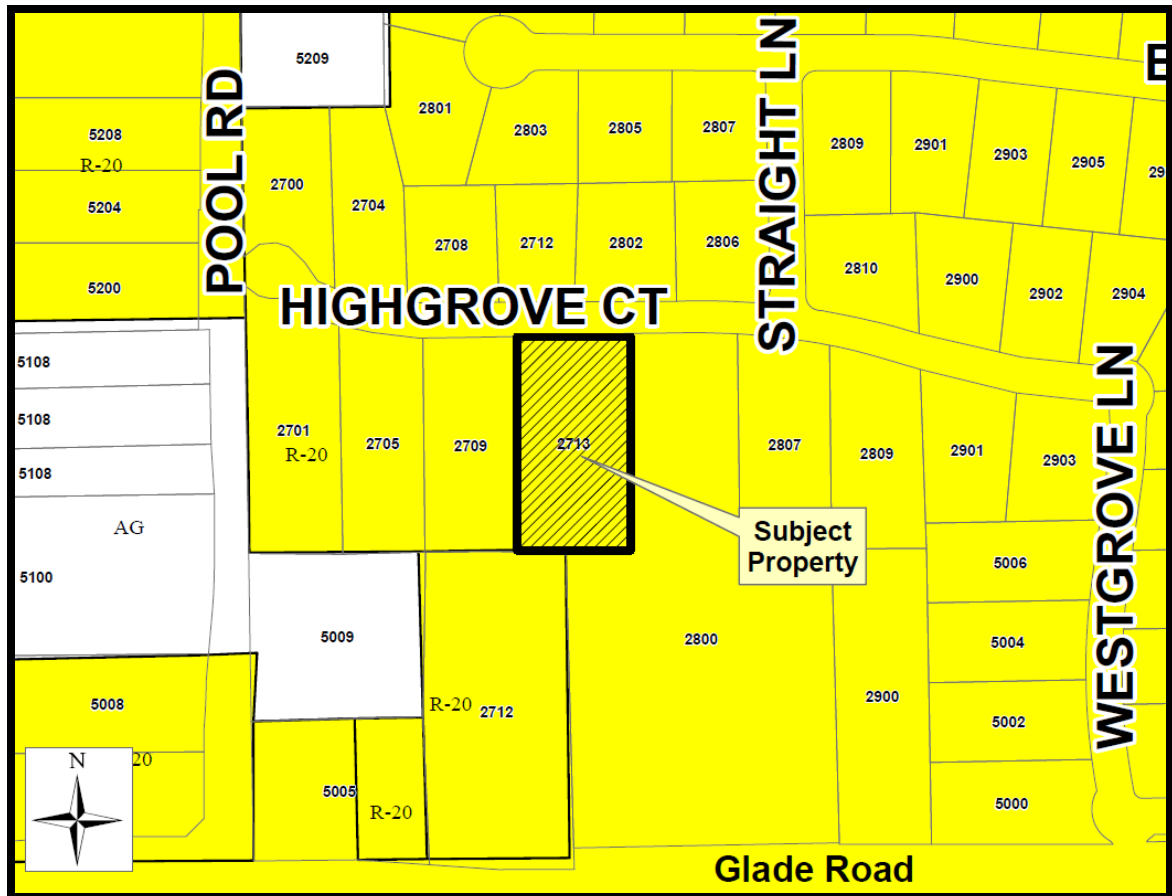


Exhibit "B" – Site Plan

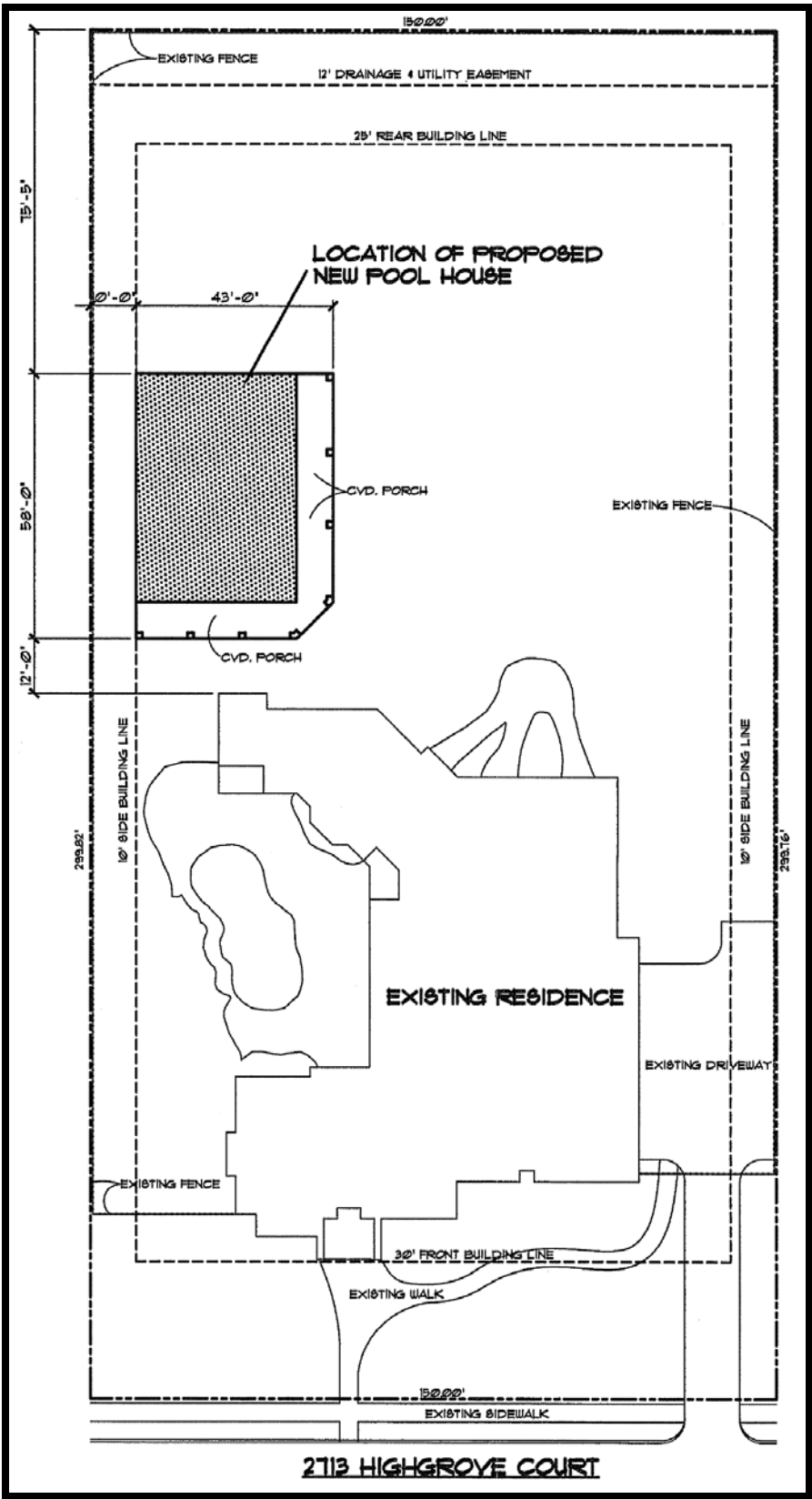
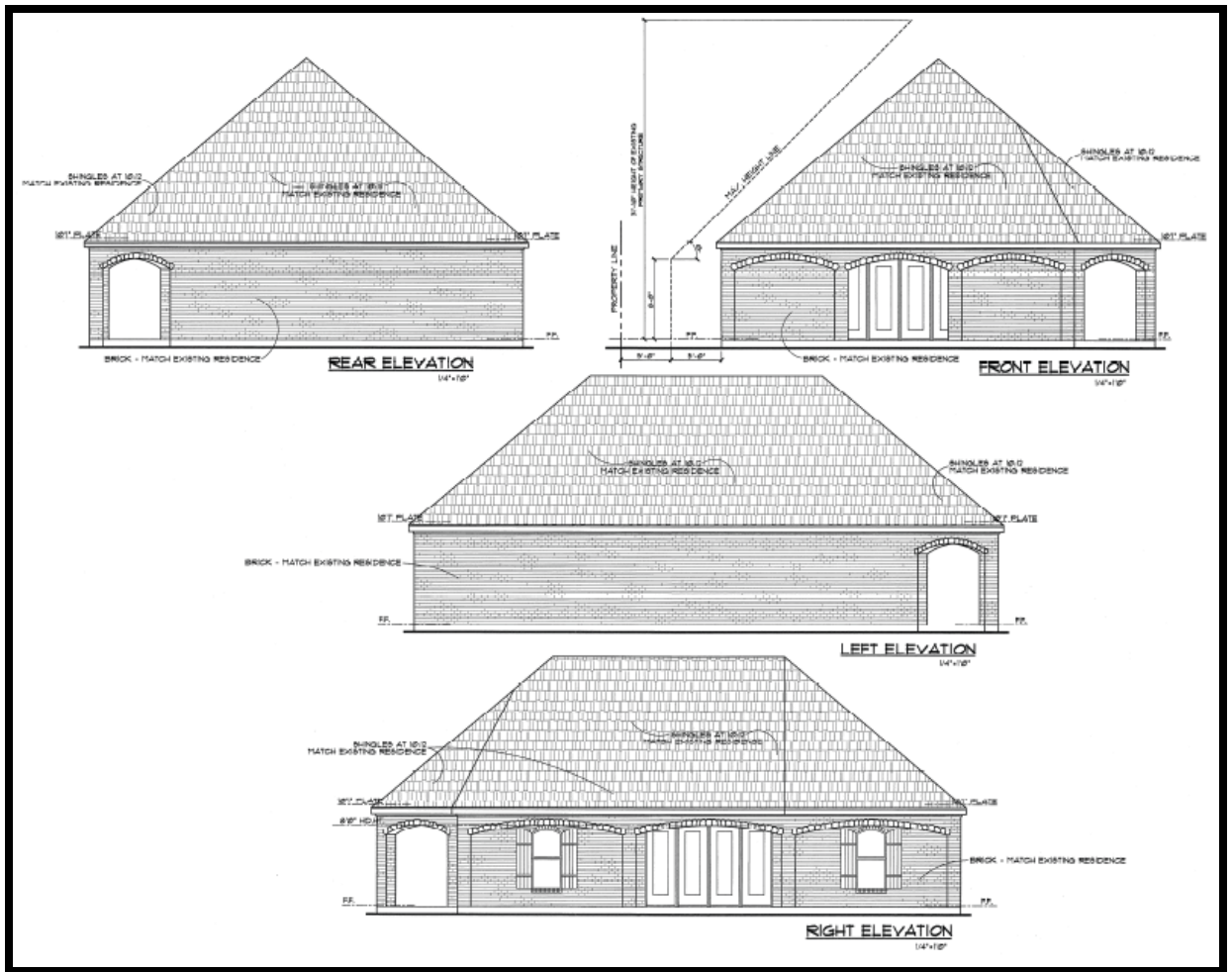


Exhibit "C" – Building Elevations





City of Colleyville City Council Agenda Briefing

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

Agenda Number 5c	Agenda Date 10/15/2013	Number Ordinance O-13-1889
Type Public Hearing Agenda Items		
Department Community Development		

Title

Consideration of a request for a zoning change from AG-Agricultural to R40-Single Family Residential, on 1.06 acres on Lot 8, of the Mrs. Eva Paul's Subdivision, located at 1105 Tinker Road, Case ZC13-012

Explanation

Second Reading and Public Hearing

There were no speakers regarding this request at the October 2, 2013 City Council meeting.

First Reading and Public Hearing

Frank Ritz has submitted a request to change the zoning on 1.06 acres, located at 1105 Tinker Road. The applicant is requesting to rezone the property from the AG-Agricultural zoning district to the R-40-Single Family Residential zoning district. The applicant is seeking a zoning change in order to build a new single family home in place of the existing home. The AG-Agricultural zoning district allows single family detached uses. However, the AG zoning district requires a minimum 25 foot side yard setback, a minimum rear yard setback of 40 feet, and a minimum lot size of 130,680 square feet.

Existing Conditions. The subject property is platted and currently consists of a 1,540 square foot single family detached home that was built in 1965.

Statement of Planning Objectives. The applicant submitted a Statement of Planning Objectives which contains a brief description of the proposed development, and it is attached to this agenda briefing.

Non-Discretionary Zoning Request. As the rezoning request does not involve a discretionary zoning category such as a Special Use Permit or Planned Unit Development, and is, instead, a rezoning request from one non-discretionary zoning district to another non-discretionary zoning district, no extra conditions or exactions may be added to the proposed ordinance as part of any approval by the City Council.

Lot Dimensions and Setbacks. The R-40 zoning regulations, in the Land Development Code, require a minimum lot size of 40,000 square feet with a minimum lot width of 150 feet, and lot depth of 150 feet. Per Section 3.24 G, Schedule of District

Regulations, in the Land Development Code, the following residential zoning standards apply:

Minimum Front Yard Setback: 40 feet

Minimum Side Yard Setbacks: 15 feet

Minimum Rear Yard Setback: 25 feet

Maximum Building Height: 35 feet

Maximum Lot Coverage: 20 Percent

The current dimensions of the lot meet the minimum standards of the Land Development Code for the R-40 zoning district.

Surrounding Development Trends. The properties to the north are zoned R-40 Single Family Residential zoning district and are developed as single family detached homes. The properties to the east and west are zoned AG-Agricultural and are developed as single family detached homes. The properties to the south are zoned R-20 Single Family Residential and are developed as single family detached homes.

Master Plan. The Future Land Use Plan designates the subject property for single family residential uses. The proposed rezoning is consistent with the Future Land Use Plan.

Public Notification. Staff mailed notices to 13 adjacent property owners within 200 feet as well as all Homeowners Associations within 500 feet of the subject property regarding this request. Notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. To date, staff has received no correspondence regarding this request.

Planning and Zoning Commission Recommendation. The Planning and Zoning Commission recommended approval of this request at the September 9, 2013 meeting by a vote of 5-0.

Summary. The proposed zoning change is consistent with the Future Land Use Plan, which designates the subject property as single family residential uses.

Financial Impact

There is no financial impact to the City.

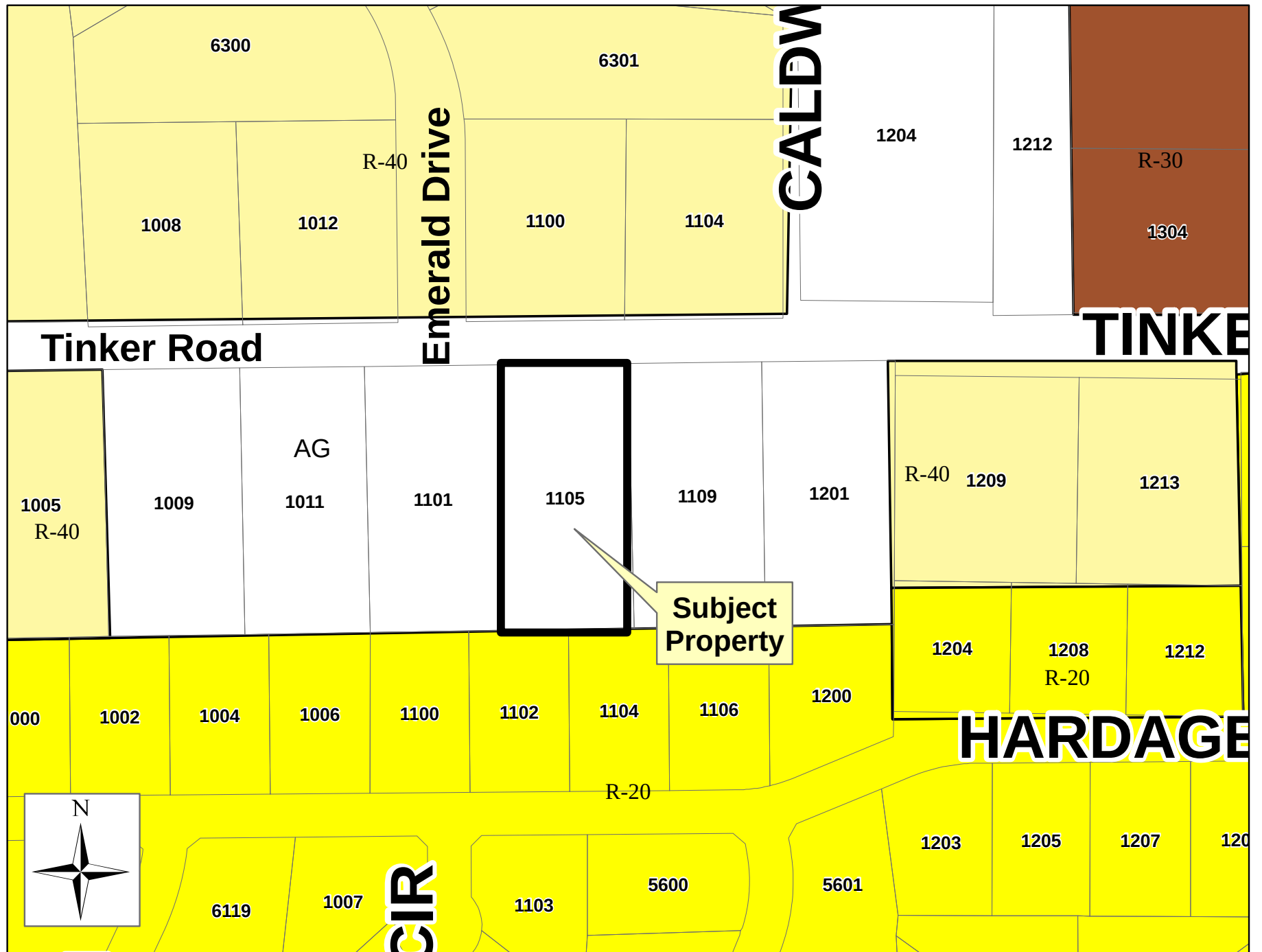
Recommendation

Approve

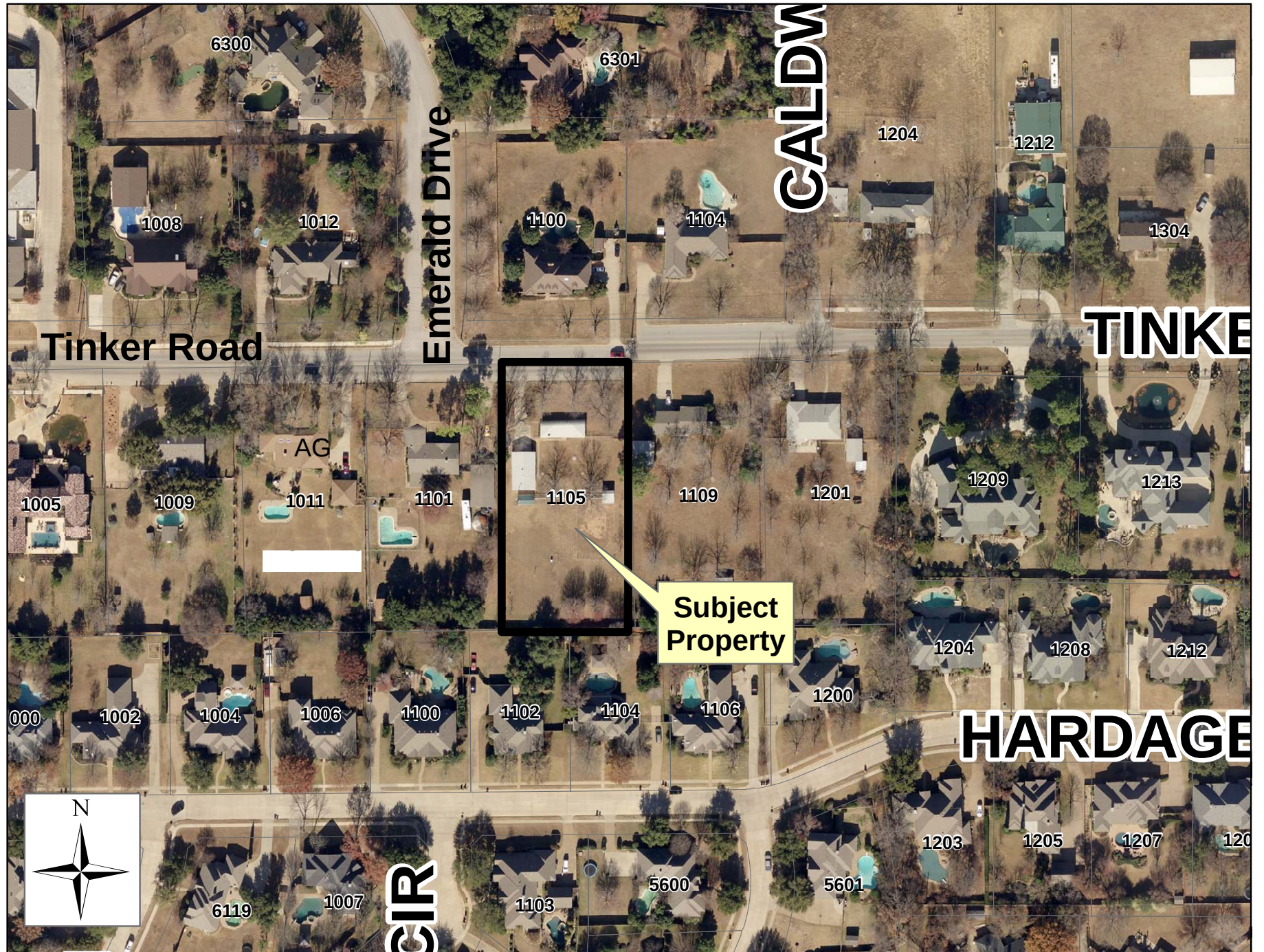
Attachments

1. Location and Zoning Map
2. Aerial
3. Buffer Map
4. Notification List
5. Statement of Planning Objectives
6. Zoning Exhibit
7. Ordinance O-13-1889

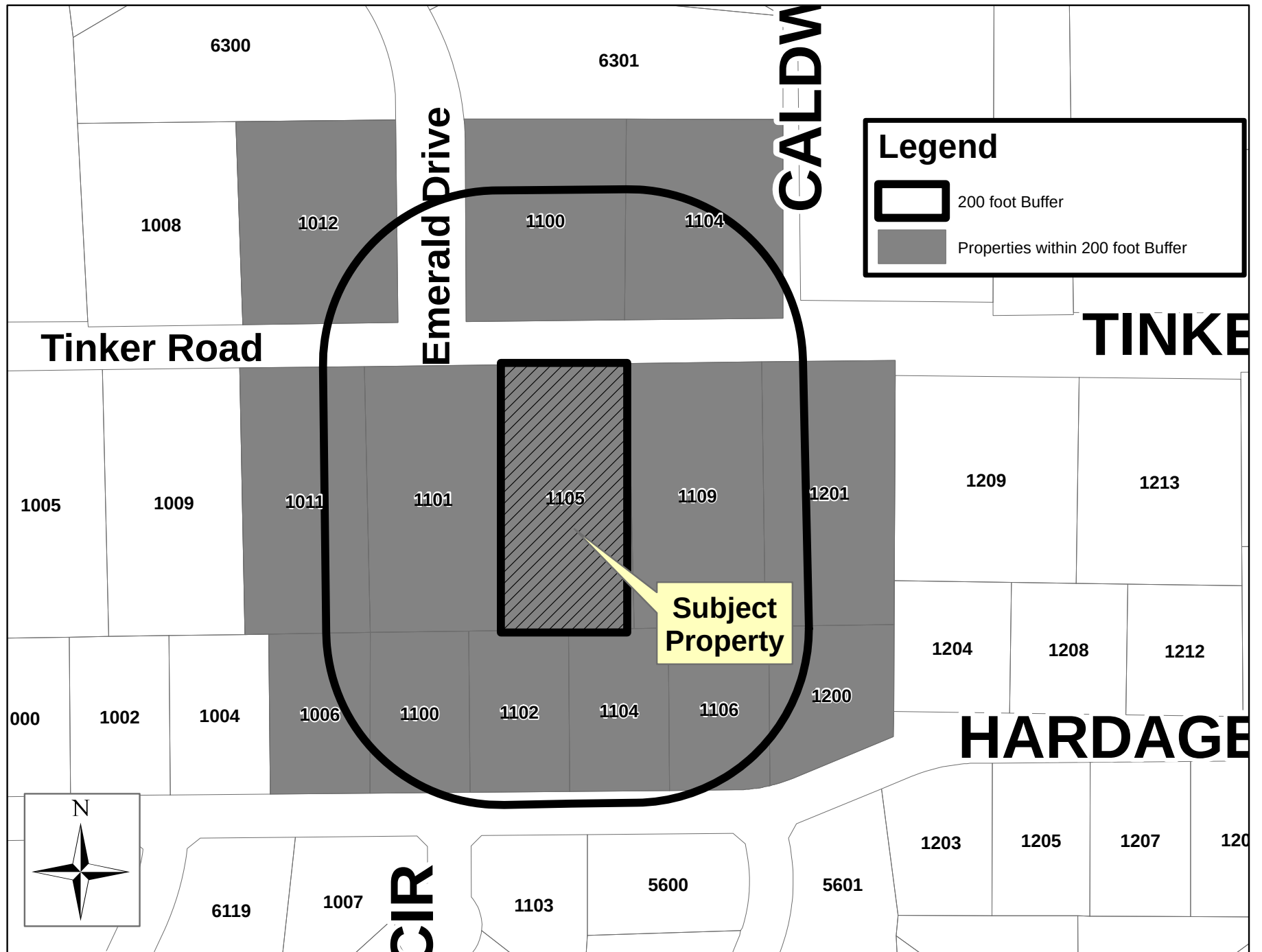
Location and Zoning Map



Aerial



Buffer Map



Notification List

Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Situs Address
Maddox, Ty C Etux Tiffany	1200 Hardage Ln	Colleyville	Texas	76034	1200 Hardage Ln
Lewis, Mary Belinda	7004 Rosebrook	Colleyville	Texas	76034	1201 Tinker Rd
Ostman, Neal Etux Janis N	1104 Tinker Rd	Colleyville	Texas	76034	1104 Tinker Rd
Turpentine, George A	1100 Tinker Rd	Colleyville	Texas	76034	1100 Tinker Rd
Nunn, Kenneth E Jr	1101 Tinker Rd	Colleyville	Texas	76034	1101 Tinker Rd
Vigil, Stephen L Etux Theresa	1011 Tinker Rd	Colleyville	Texas	76034	1011 Tinker Rd
Flowers, Keith	1012 Tinker Rd	Colleyville	Texas	76034	1012 Tinker Rd
Bolton, Jonathan Etux Carol	105 Williamsburg Ct	Colleyville	Texas	76034	1109 Tinker Rd
Smith, J Daniel Etux Becky	1102 Hardage Ln	Colleyville	Texas	76034	1102 Hardage Ln
Sporisky, Jody J & Julie K	1100 Hardage Ln	Colleyville	Texas	76034	1100 Hardage Ln
Wright, Gary Etux Melinda	1006 Hardage Ln	Colleyville	Texas	76034	1006 Hardage Ln
Ewing, Stephen Etux Maria	1104 Hardage Ln	Colleyville	Texas	76034	1104 Hardage Ln
Lane, Lonnie B II Etux Aimee	1106 Hardage Ln	Colleyville	Texas	76034	1106 Hardage Ln
Ritz, Frank A Etux Brenda, Applicant	1105 Tinker	Colleyville	Texas	76034	Applicant

Public Hearing notices were mailed
Fri., Aug. 30, 2013 by Taci Wrisley

Statement of Planning Objectives

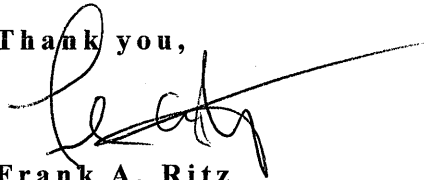
August 8, 2013

**Re; Statement Of Planning Objective
Zoning Change City of Colleyville
Lot 8 Mrs. Eva Paul's Subdivision
1105 Tinker Road**

To Whom It May Concern:

We will be constructing a single family residence and would like to have the property rezoned from AG to R-40. We believe the zoning change is more in keeping with the neighborhood both now and in the future. Construction will begin as soon as possible.

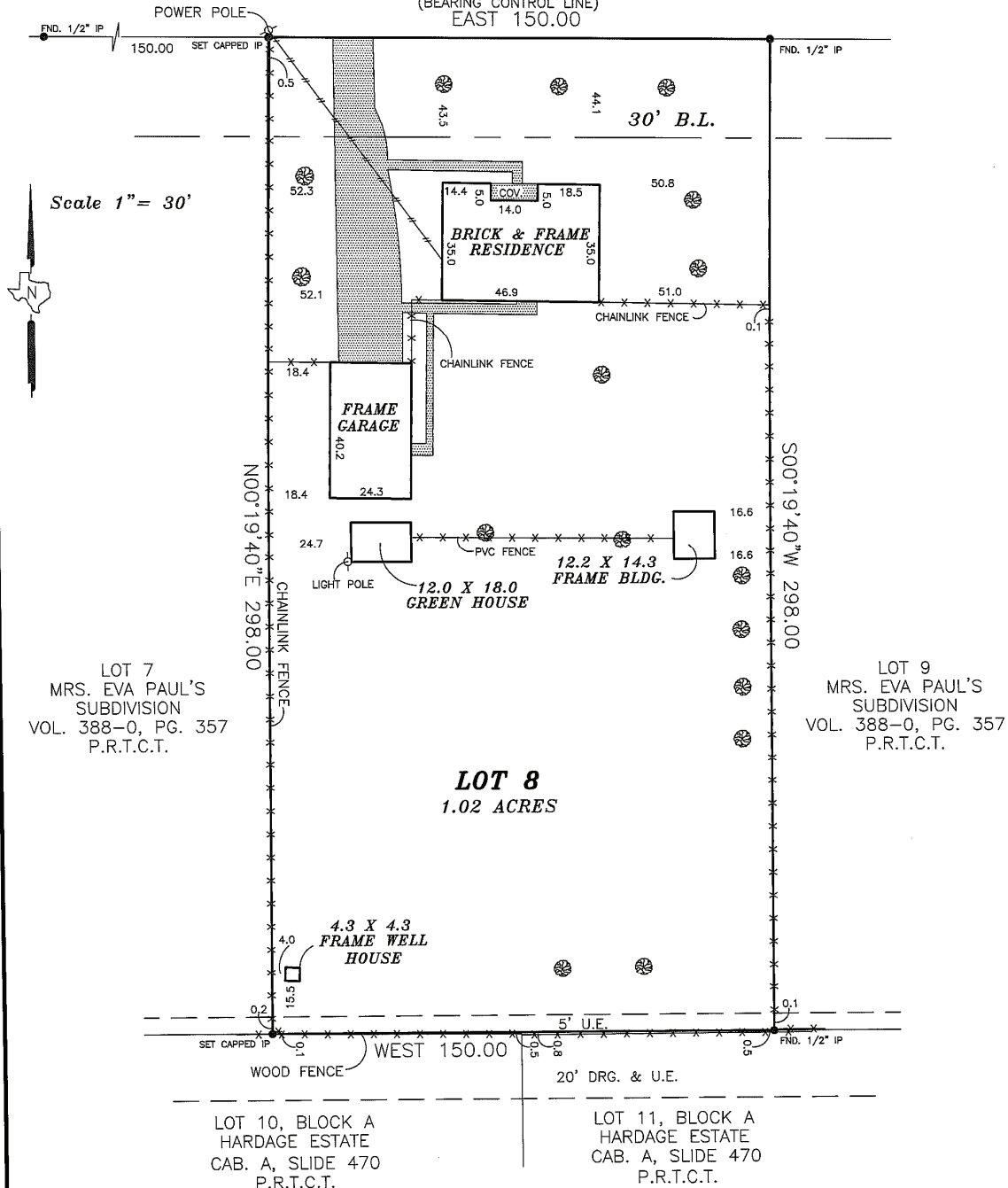
Thank you,


Frank A. Ritz

Zoning Exhibit

1105 TINKER ROAD

50' R.O.W. ~ ASPHALT PAVING
(BEARING CONTROL LINE)
EAST 150.00



TRINITY TITLE OF TEXAS GF FILE NO. 7278FW

I, CHARLES B. HOOKS, JR., RPLS, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE BOUNDARY LINE, DIMENSIONS AND AREA OF THE LAND INDICATED THEREON, THE LOCATION OF ALL IMPROVEMENTS, THE LOCATION OF ALL ALLEYS, STREETS RIGHT-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD WHICH AFFECT THE PROPERTY. THE UNDERSIGNED FURTHER CERTIFIES THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHT-OF-WAYS EXCEPT AS SHOWN HEREON.

ACCORDING TO FEMA MAP NO. 48433C00095K, ZONE X, DATED 9-25-09
THE ABOVE LOT DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN, AT THIS TIME.

BEING LOT 8, OF MRS. EVA PAUL'S SUBDIVISION, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 388-0, PAGE 357, PLAT RECORDS, TARRANT COUNTY, TEXAS

LEGEND:

- IRON PIN
- IRON PIPE
- △ BOIS D'ARC STAKE
- CONCRETE MONUMENT
- x-x- FENCE
- p-p- POWER LINE
- t-t- TELEPHONE LINE
- c-c- CABLE TELEVISION
- CONCRETE PAVING
- ASPHALT PAVING



LOYD BRANSOM SURVEYORS INC.

CHARLES B. HOOKS, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
1028 NORTH SYLVANIA AVENUE
FT. WORTH, TEXAS 76111
(817) 834-3477

Charles B. Hooks, Jr.

13-676

DATE: 07-07-13

ORDINANCE O-13-1889

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AS HERETOFORE AMENDED; BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON 1.06 ACRES ON LOT 8 OF THE MRS. EVA PAUL'S SUBDIVISION, LOCATED AT 1105 TINKER ROAD, FROM THE AG-AGRICULTURAL ZONING DISTRICT TO THE R40-SINGLE FAMILY RESIDENTIAL ZONING DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for rezoning under Case ZC13-012; and

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

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

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

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

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 1.06 acres on Lot 8 of the Mrs. Eva Paul's Subdivision, located at 1105 Tinker Road, from the AG-Agricultural zoning district to the R40-Single Family Residential zoning district, as depicted in the attached Exhibit "A".
- Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

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

Sec. 7. THAT 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 October 2013.

The second reading and public hearing being conducted on the 15th day of October 2013.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the _____ day of _____ 2013.

ATTEST:

CITY OF COLLEYVILLE

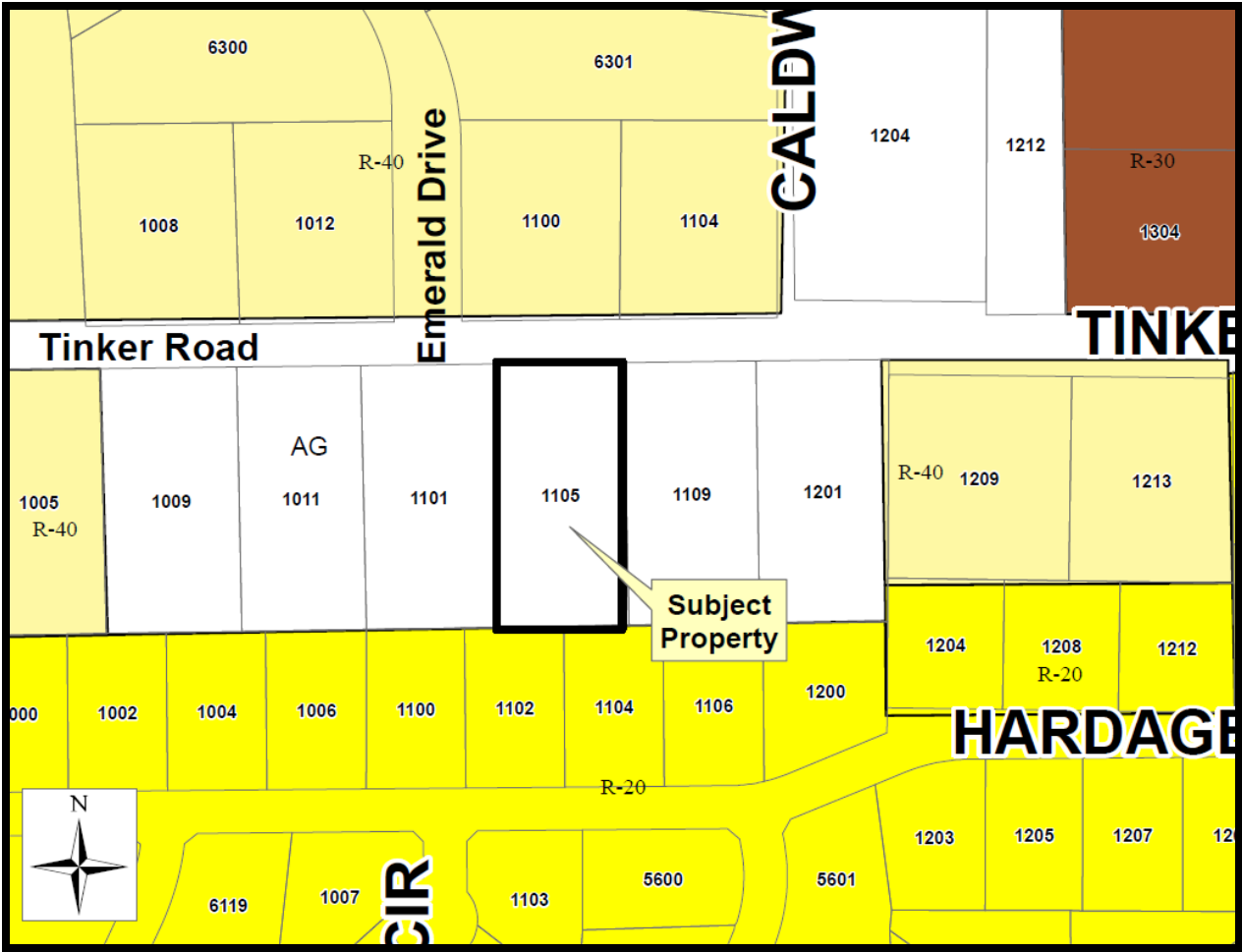
Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Exhibit “A”- Location and Zoning Map





City of Colleyville City Council Agenda Briefing

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

Agenda Number 5d

Agenda Date 10/15/2013

Number Ordinance O-13-1890

Type Ordinance

Department Community Development

Title

Consideration of a request for a Special Use Permit for a dance studio on Lot 1, Block 1, of the Ratliff Addition, located at 5310 Pleasant Run Road, Case ZC13-013

Explanation

Second Reading and Public Hearing

There was one person who spoke in opposition to this request at the October 2, 2013 meeting.

First Reading and Public Hearing

Yuli Nesterenko has submitted a request for a Special Use Permit to allow a dance studio at 5310 Pleasant Run Road.

Existing Conditions and Zoning. The subject property is platted and contains a 4,712 square foot building, which is currently vacant. The building was built in 1977 and housed the Colleyville Post Office until 1997, when the current post office was constructed at 1501 Hall-Johnson Road. The building was subsequently occupied by several businesses and has been vacant for over a year. The property owner performed minor remodeling of the building earlier this year by adding some new windows and a new masonry surface over the original brick wall.

The subject property is zoned CN-Neighborhood Commercial zoning district.

Special Use Permit Requirement. The use of a dance studio is permitted in the CN-Neighborhood Commercial zoning district with the approval of a Special Use Permit. Dance studios are allowed by right in all other commercial zoning districts with the exception of the CPO-Professional Office Commercial zoning district, where a Special Use Permit is also required. The reason for the Special Use Permit requirement in the CN-Neighborhood Commercial is due to the following description of the zoning district in the Land Development Code: "This district is designed to be compatible adjacent to or near residential areas and to provide goods needed by homeowners on a usual basis. The lot size maximum is small to encourage small-scale developments, and hours of operation do not permit businesses to be open at night."

Statement of Planning Objectives. The applicant submitted a Statement of Planning Objectives, which contains a detailed description of the proposed business, and is

attached to this agenda briefing.

Proposed Business. The proposed business would be named the Marina Almayeva School of Classical Ballet. The business is currently located at 4209-B Colleyville Boulevard. The applicant states that the school teaches classical ballet and other dance styles to children aged 3 to 18. The applicant states that they are moving to the proposed location given its larger size. There are currently 90 students enrolled in the school with a potential growth to 300 students within five to ten years. Upon approval of the Special Use Permit, the applicant states that they intend to perform minor interior modifications that would include creating three dance rooms. The applicant states that there would be no more than 45 students attending classes on the site at any one time.

Parking, Access, and Traffic Generation. The Land Development Code requires that dance studios provide a minimum of one parking space per 200 square feet of gross floor area. Given a gross floor area of 4,712 square feet, a minimum of 24 parking spaces are required for the proposed use. There are currently 35 parking spaces located on the subject property. Therefore, adequate parking exists for the proposed use.

The subject property contains two points of access, with one driveway located on Central Drive and one driveway on Pleasant Run Road. Given that students will likely be dropped-off and picked-up, the two driveways are situated such that pick-up/drop-off traffic can circulate from one driveway to the next without having to turn-around.

According to the Trip Generation Manual published by the Institute of Transportation Engineers, the proposed use would generate 192 trips per day on average based on a gross floor area of 4,712 square feet. Based on the estimate from the applicant that no more than 45 students will be taking classes at any one time, it can be assumed that there may be a maximum of 45 vehicles arriving to the property at any one time.

Given the amount of parking provided on the site, staff recommends that no cars be allowed to queue or park on Central Drive or Pleasant Run Road in conjunction with the proposed use in order to minimize impacts to the surrounding neighborhood. As such, all traffic should queue on the subject property and utilize existing parking spaces where possible. This requirement is not reflected in the proposed ordinance given the Planning and Zoning Commission recommendation stated below.

Hours of Operation. The applicant states that the business will be open from 11:00 a.m. to 9:00 p.m. daily. The applicant states that the last class will be from 7:00 p.m. to 9:00 p.m. and will contain the oldest, and smallest, group of students with the least amount of traffic impact. According to the Land Development Code, businesses located in the CN-Neighborhood Commercial district are only allowed to be open during daytime hours.

The applicant's requested hours of operation have been added to the proposed ordinance.

Development Plans. The applicant states that the business should be open in January 2014 if the request is approved.

Surrounding Land Uses. The properties to the north are zoned CN-Neighborhood Commercial zoning district and contain a single tenant office building and a vacant lot. The properties to the east are zoned AG-Agricultural and CC1-Village Retail and developed as single family detached homes and First Baptist Church. Properties to the west are zoned R-20 Single Family Residential and are developed as single family detached homes. The property to the south is zoned AG-Agricultural and is vacant.

Master Plan. The Future Land Use Plan designates the subject property for single family residential uses. Although the proposed zoning request is not consistent with the Future Land Use Plan, it is compliant with the current zoning on the property with the approval of a Special Use Permit.

Public Notification. Staff mailed notices to 14 adjacent property owners within 200 feet, as well as all Homeowners Associations within 500 feet of the subject property regarding this request. Notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. Two letters of opposition have been received regarding this request.

Planning and Zoning Commission Recommendation. The Planning and Zoning Commission recommended approval of this request at the September 9, 2013 meeting by a vote of 5-0, with the condition of removing Section 4(1)(d) and (e) of proposed Ordinance O-13-1890, which state:

"d. Notwithstanding any requirements of the building and fire code, there shall be no more than 45 students occupying the building and/or premises at any one time.

e. No vehicle traffic associated with the dance studio may queue or park on any public street at any time."

These sections have been removed from proposed Ordinance O-13-1890.

Summary. The subject property has contained institutional and commercial uses since 1977. The primary impacts from the proposed use involve traffic generation. Provided all traffic generated by the proposed use is confined to the subject property and does not encroach into the existing single family neighborhood to the west along Central Drive, staff believes that the proposed use is compatible with the surrounding neighborhood.

Financial Impact

There is no financial impact to the City.

Recommendation

Approval with the following conditions:

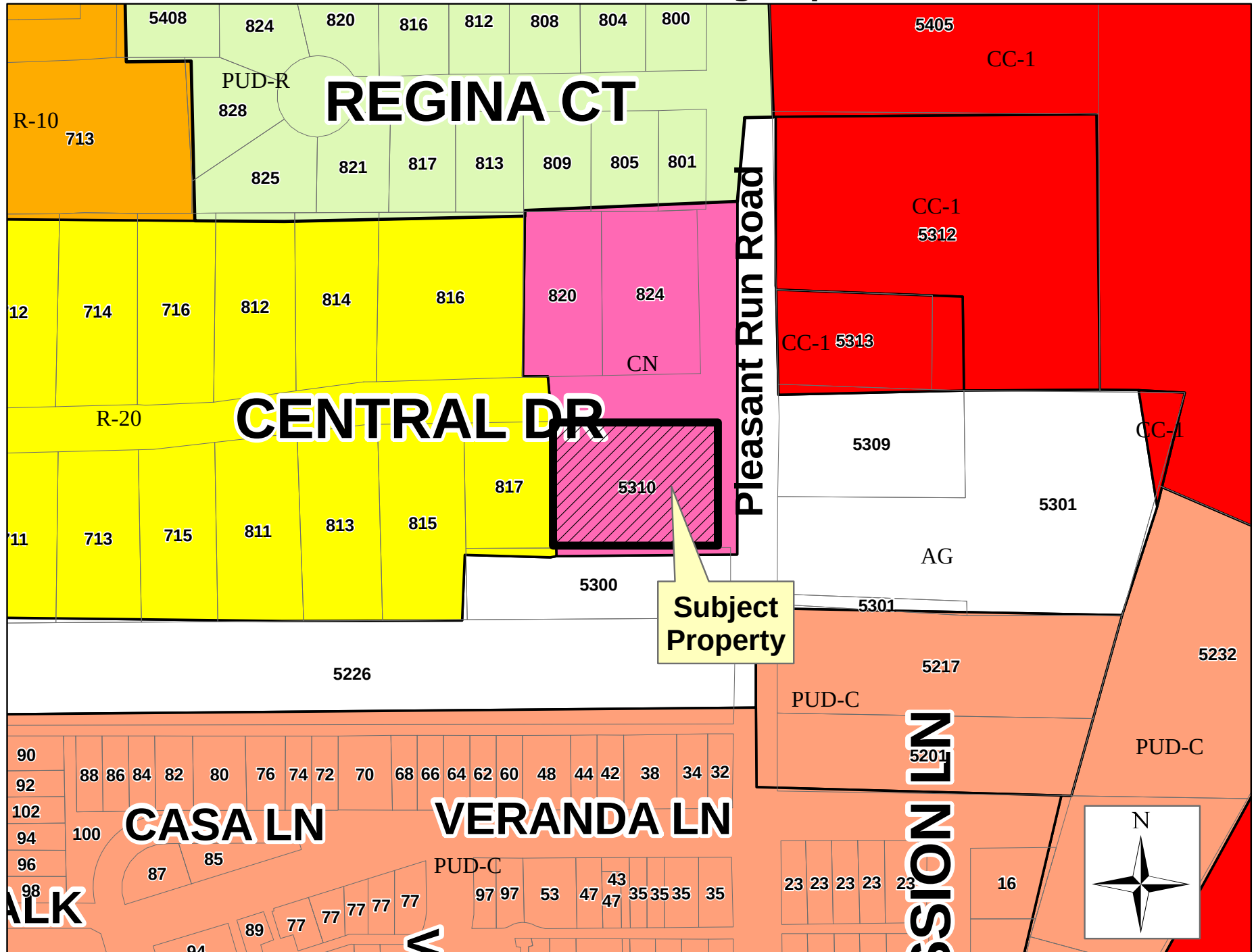
1. GENERAL

- a. The Special Use Permit shall only apply to the use of a dance studio, allowed as described in Exhibit "B".
- b. The dance studio shall not occupy more than 4,712 square feet of building area on the subject property.
- c. The dance studio may operate until 9:00 p.m. and shall, otherwise, operate during daytime hours only.
- d. All requirements of the Land Development Code shall be met, except where amended herein.

Attachments

1. Location and Zoning Map
2. Aerial
3. Buffer Map
4. Notification List
5. Letters of Opposition
6. Statement of Planning Objectives
7. Site Plan
8. Ordinance O-13-1890

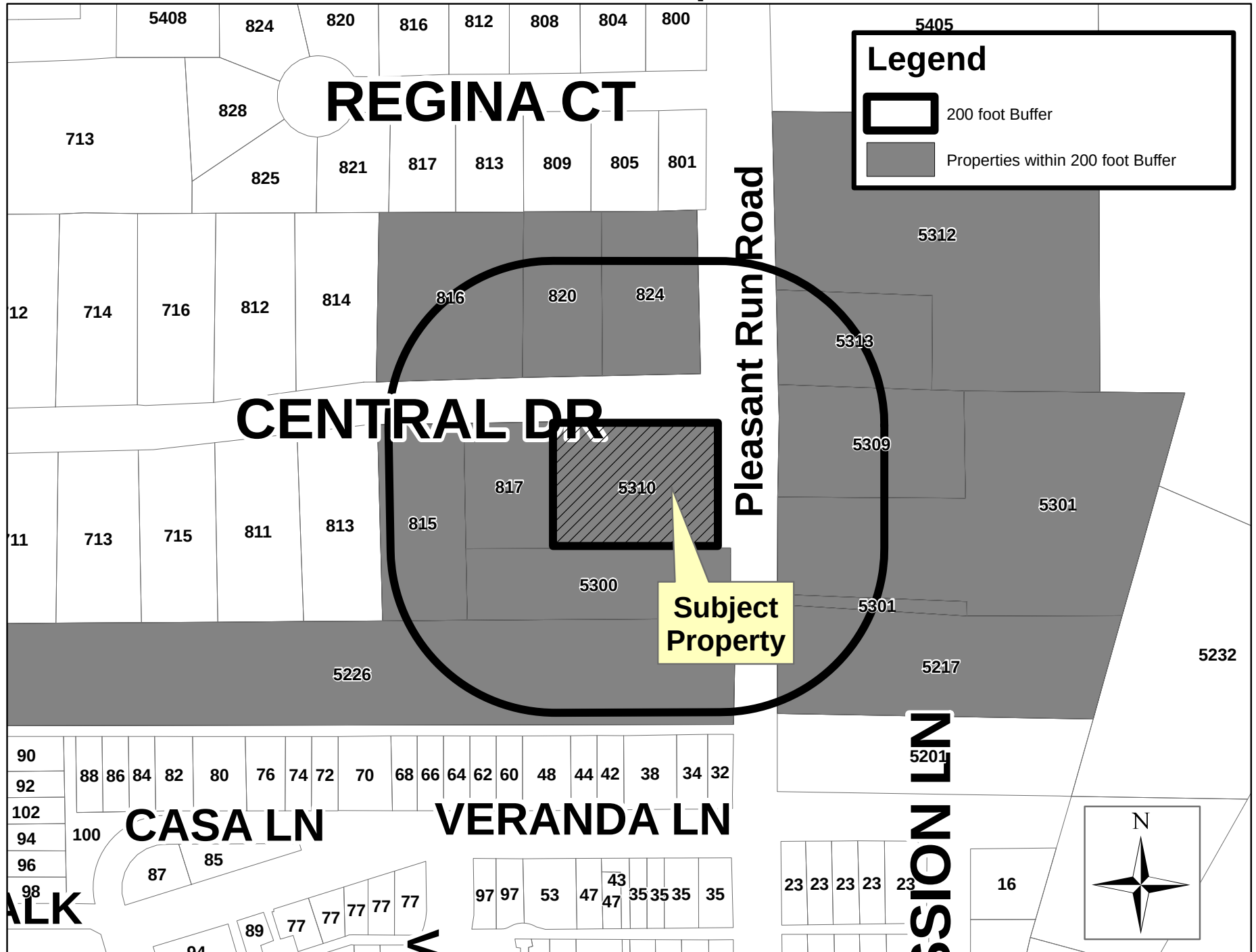
Location and Zoning Map



Aerial



Buffer Map



Notification List

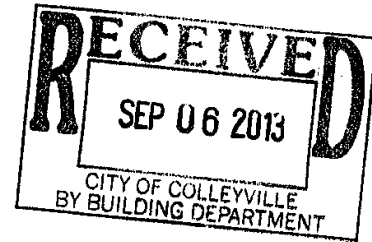
Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Situs Address
Hart, Kay Lynn Foster	5301 Pleasant Run Rd	Colleyville	Texas	76034	5301 Pleasant Run Rd
First Baptist Ch Colleyville	5405 Pleasant Run Rd	Colleyville	Texas	76034	5312 Colleyville Blvd
D & V Walker Properties Llc	5501 Normandy Dr	Colleyville	Texas	76034	5226 Pleasant Run Rd
Horobec, John	1404 W Irving Blvd	Irving	Texas	75061	5300 Pleasant Run Rd
Lala, Marlene	816 Central Dr	Colleyville	Texas	76034	816 Central Dr
Groffman, Steven Etux Beth	815 Central Dr	Colleyville	Texas	76034	815 Central Dr
Hart, Kay Lynn Foster	5301 Pleasant Run Rd	Colleyville	Texas	76034	5301 Pleasant Run Rd
Liberty Bank	860 Airport Fwy Ste 100	Hurst	Texas	76054	5217 Pleasant Run Rd
Ethridge, Edgar	3324 Dustin Trl	Hurst	Texas	76054	5309 Pleasant Run Rd
Clarke Products Inc	820 Central Dr	Colleyville	Texas	76034	820 Central Dr
Stephens, Jim & Ann Roseberry	3604 San Bar Ln	Colleyville	Texas	76034	824 Central Dr
Horobec, John	626 S Church St	Grapevine	Texas	76051	5310 Pleasant Run Rd
Figueroa, Robert & Beverley	817 Central Dr	Colleyville	Texas	76034	817 Central Dr
First Baptist Ch Colleyville	5405 Pleasant Run Rd	Colleyville	Texas	76034	5313 Pleasant Run Rd
Nesterenko, Yuliy (applicant)	4929 Chaps Ave.	Fort Worth	Texas	76244	Applicant

Public Hearing notices were mailed
Fri., Aug. 30, 2013 by Taci Wrisley

Letters of Opposition

September 4, 2013

City of Colleyville
Community Development Department
100 Main Street
Colleyville, Tx 76034



Planning and Zoning Case # ZC13-013

I want to express my concerns regarding this zoning request for a dance studio. There is limited parking at this location and if the dance class participants are more than just a few there will be cars parking on our street. We already have to deal with numerous delivery trucks and lawn care providers parking in front of our property during the day for the business across the street at 820 Central Dr. Now if there is a dance studio we will have the potential of parking issues day and night.

There is also the potential for loud music if the windows or doors are opened during class or if speakers are used. This will be disturbing, particularly late at night, to residents on our small street.

Thanks for your consideration of these issues.

Marlene Lala
816 Central Dr.
Colleyville, Tx 76034

Date: 9-9-13

SPEAKER CARD

☐ I will speak **In Support** of this item.

☒ I will speak **In Opposition** to this item.

☐ I do not wish to speak, but please record my: ☐ support ☐ opposition

Agenda Item Number: 4C

Name: Robert Figueroa

Address: 817 CENTRAL DRIVE

City: Collegeville State: TX Zip Code: 76034

Telephone Number: 817-788-4602 Representing: SELF
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: Robert Figueroa Robert A. [Signature]

This information is a Public Record.

SPEAKER CARD

Date: 10-2-13

Agenda Item Number: 0-13-1890

(5d)

For example: **5a (this can be found on the far left side of the agenda copy)**

_____ I will speak **In Support** of this item. X I will speak **In Opposition** to this item.

_____ I do not wish to speak, but please record my: _____ **support** _____ **opposition**

Name: Robert Figueroa

Address: 817 CENTRAL DR

City: Collegeville

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: Robert Figueroa

This information is a Public Record

Statement of Planning Objectives

Statement of Planning Objectives

Marina Almayeva School of Classical Ballet

(SUP Application for property located at 5310 Pleasant Run Rd. Colleyville, TX 76034)

Marina Almayeva School of Classical Ballet is a ballet studio currently located at 4209 #B Colleyville Blvd. Colleyville, TX 76034.

The studio was established as general partnership in May of 2007 by Marina Almayeva, former professional ballerina trained in Russia and her husband Yuliy Nesterenko.

Primary business activity of the school is teaching classical ballet and several other dance styles to children aged 3 to 18. The studio was opened in 2007 with no students and over 6 years has grown to the size of about 90 students on average taking classes. At this size the current facility of the studio cannot sufficiently accommodate all students and all classes which becomes an obstacle for continued growth of the business.

The new facility at 5310 Pleasant Run Rd. that the studio is planning to occupy is considerably larger and has better location from the business development prospective. The intended use of the building will be dance instructions to children. Classes will be taught by a small faculty of 3 – 4 dance instructors in 3 dance rooms with 10 – 20 students in class on average.

The classes use standard household audio equipment and no sounds can ever be heard outside the building, so there may never be any disturbance of any kind to anyone.

A small part of the facility (small office) will accommodate a Dancewear store, which will sell dance clothes to the students.

Traffic Impact and Parking

Traffic impact from the studio will be insignificant even when the number of students increase. Currently less than 90 students attend the school with estimated number of 50 vehicle trips per day. Even with growth to 300 students that may take 5 to 10 years the number of trips per day will still be less than 200.

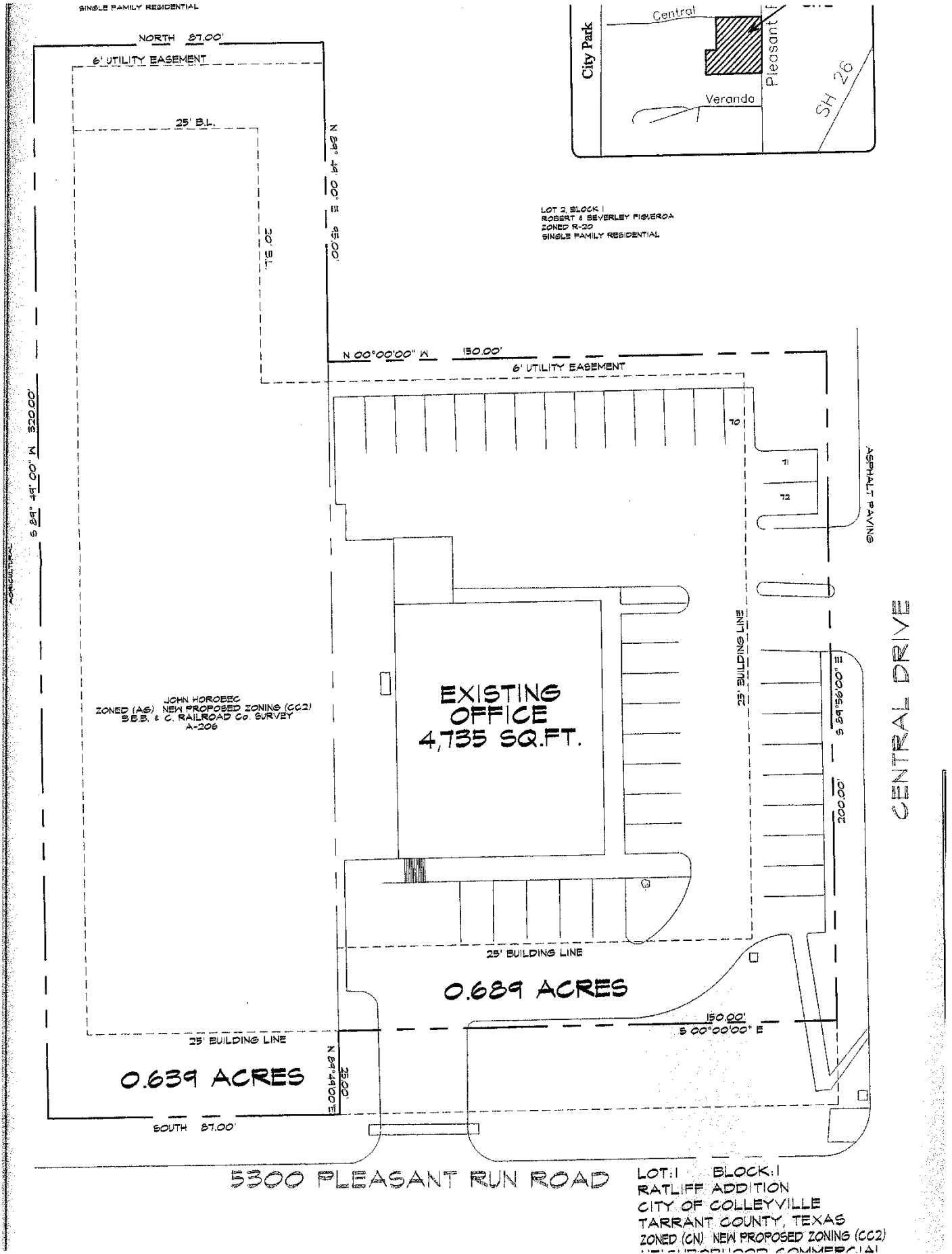
The largest number of students taking classes at the same time in 3 studios should not exceed 45, but for the time been would be much closer to 25. There is plenty of parking available to easily accommodate all drop-offs and pick-ups, even if most parents decide to wait in the studio, which in reality never happens. The majority of students are usually dropped off by their parents for a couple of hours and picked up later. (Current location has about 6-8 parking slots in front and more on the back, but the back parking is almost never used.)

The majority of classes take place after 4 pm since most students attend schools in the first half of the day. Hence, the business hours for this facility will be 11 am to 9 pm. The last class during the day is usually 7 pm to 9 pm. These classes are for students age 13 and older which is the group with the lowest number of students. This means that there will be effectively no traffic in and out of school after 7 pm.

Development Plans

If the special use permit is granted for the facility, the planned renovation project will start upon receiving building permit. The project will take approximately 30 to 40 days to be completed and will include partitioning of the facility into 3 dance rooms, lobby and a few small offices, including the one housing a small dancewear store. If application is granted in October and CO is issued the studio will start operations in January 2014.

Site Plan



ORDINANCE O-13-1890

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF LOT 1, BLOCK 1 OF THE RATLIFF ADDITION, LOCATED AT 5310 PLEASANT RUN ROAD BY AUTHORIZING A SPECIAL USE PERMIT FOR A DANCE STUDIO; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit for a dance studio under Case No. ZC13-013; and

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

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

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

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

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance

Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on Lot 1, Block 1 of the Ratliff Addition located at 5310 Pleasant Run Road by authorizing a Special Use Permit for a dance studio, as depicted on Exhibit "A" and described in Exhibit "B".
- Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The Special Use Permit shall only apply to the use of a dance studio, allowed as described in Exhibit "B".
- b. The dance studio shall not occupy more than 4,712 square feet of building area on the subject property.
- c. The dance studio may operate until 9:00 p.m. and shall, otherwise, operate during daytime hours only.
- d. All requirements of the Land Development Code shall be met, except where amended herein.

- Sec. 5. THAT any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 6. THAT if any section, paragraph, subdivision, clause, phrase, or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 7. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 8. THAT 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 October 2013.

The second reading and public hearing being conducted on the 15th day of October 2013.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the _____ day of _____ 2013.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Exhibit "A" – Location and Zoning Map

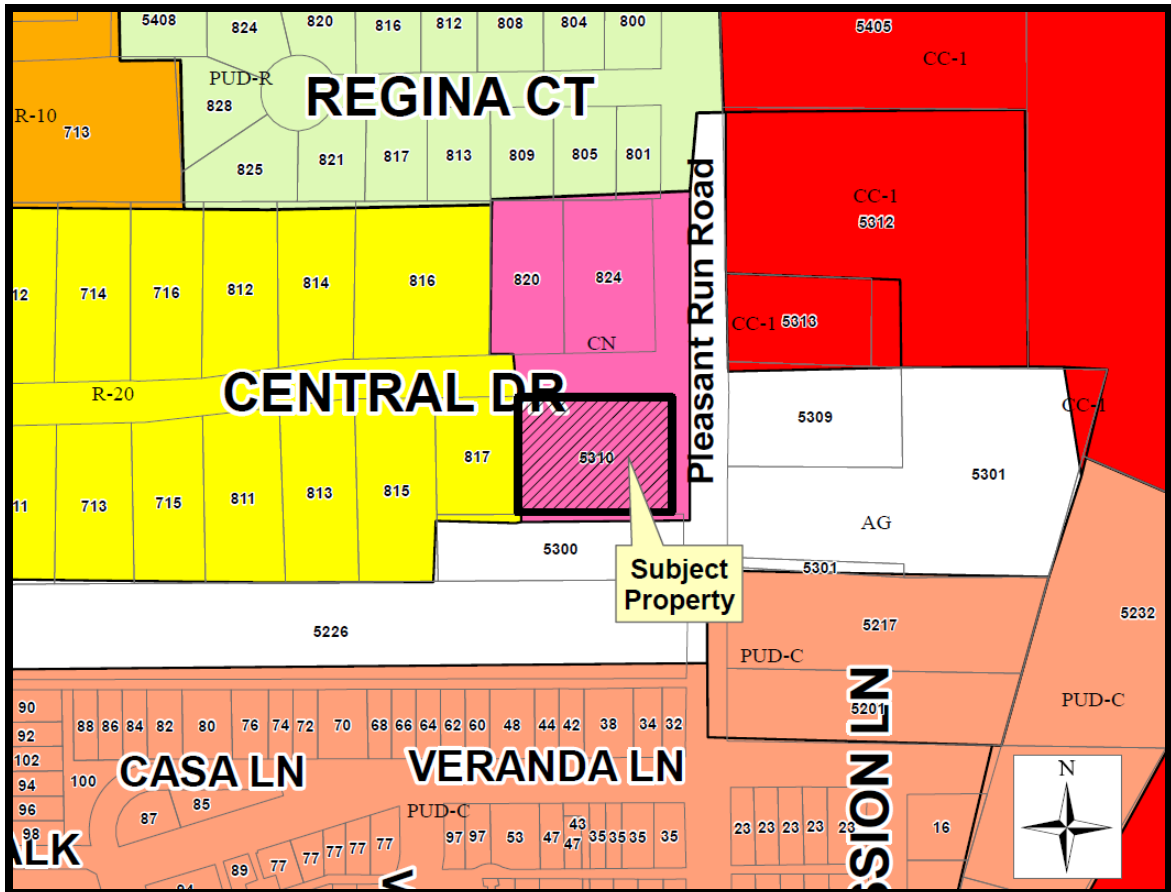


Exhibit “B” – Statement of Planning Objectives

Statement of Planning Objectives

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Primary business activity of the school is teaching classical ballet and several other dance styles to children aged 3 to 18. The studio was opened in 2007 with no students and over 6 years has grown to the size of about 90 students on average taking classes. At this size the current facility of the studio cannot sufficiently accommodate all students and all classes which becomes an obstacle for continued growth of the business.

The new facility at 5310 Pleasant Run Rd. that the studio is planning to occupy is considerably larger and has better location from the business development prospective. The intended use of the building will be dance instructions to children. Classes will be taught by a small faculty of 3 – 4 dance instructors in 3 dance rooms with 10 – 20 students in class on average.

The classes use standard household audio equipment and no sounds can ever be heard outside the building, so there may never be any disturbance of any kind to anyone.

A small part of the facility (small office) will accommodate a Dancewear store, which will sell dance clothes to the students.

Traffic Impact and Parking

Traffic impact from the studio will be insignificant even when the number of students increase. Currently less than 90 students attend the school with estimated number of 50 vehicle trips per day. Even with growth to 300 students that may take 5 to 10 years the number of trips per day will still be less than 200.

The largest number of students taking classes at the same time in 3 studios should not exceed 45, but for the time been would be much closer to 25. There is plenty of parking available to easily accommodate all drop-offs and pick-ups, even if most parents decide to wait in the studio, which in reality never happens. The majority of students are usually dropped off by their parents for a couple of hours and picked up later. (Current location has about 6-8 parking slots in front and more on the back, but the back parking is almost never used.)

The majority of classes take place after 4 pm since most students attend schools in the first half of the day. Hence, the business hours for this facility will be 11 am to 9 pm. The last class during the day is usually 7 pm to 9 pm. These classes are for students age 13 and older which is the group with the lowest number of students. This means that there will be effectively no traffic in and out of school after 7 pm.

Development Plans

If the special use permit is granted for the facility, the planned renovation project will start upon receiving building permit. The project will take approximately 30 to 40 days to be completed and will include partitioning of the facility into 3 dance rooms, lobby and a few small offices, including the one housing a small dancewear store. If application is granted in October and CO is issued the studio will start operations in January 2014.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5e

Agenda Date 10/15/2013

Number Ordinance O-13-1891

Type Ordinance

Department City Manager

Title

Approving a negotiated resolution between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2013 Annual Rate Review Mechanism filing and adopting tariffs that reflect rate adjustments consistent with the negotiated settlement

Explanation

Second Reading and Public Hearing

There were no speakers regarding this request at the October 2, 2013 City Council meeting.

First Reading and Public Hearing

The City of Colleyville, along with approximately 164 other cities served by Atmos Energy Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). On June 18, 2013, the City of Colleyville approved a renewed Rate Review Mechanism ("RRM") tariff as a continuation and refinement of the previous RRM rate review process. On July 15, 2013, Atmos Mid-Tex filed with the City, an application to increase natural gas rates; this is the first annual RRM filing under the renewed RRM tariff.

The RRM tariff and the process implementing that tariff were created collaboratively by ACSC and Atmos Mid-Tex as an alternative to the legislatively-authorized Gas Reliability Infrastructure Program (GRIP) surcharge process. ACSC has opposed GRIP because it constitutes piecemeal ratemaking, does not allow any review of the reasonableness of Atmos' expenditures, and does not allow participation by cities or recovery of cities' rate case expenses. In contrast, the RRM process has allowed for a more comprehensive rate review and annual adjustment as a substitute for GRIP filings.

RRM Filing and Negotiation

The Atmos Mid-Tex RRM filing on July 15, 2013, sought a \$22.7 million rate increase system-wide based on an alleged test-year cost of service revenue deficiency of \$25.7 million. The City worked with ACSC to analyze the schedules and evidence offered by Atmos Mid-Tex to support its request to increase rates. The attached ordinance and attached rate tariffs are the result of negotiations between ACSC and the Company to

resolve issues raised by ACSC during the review and evaluation of Atmos Mid-Tex's RRM filing.

Consultants working on behalf of ACSC cities have investigated the support for the Company's requested rate increase. While the evidence does not support the \$22.7 million increase requested by the Company, ACSC's consultants agree that the Company can justify an increase in revenues of some lesser amount. The agreement on \$16.6 million is a compromise between the positions of the parties. For purposes of comparison, this negotiated result is about \$11 million less than what ACSC's consultants calculated that Atmos would have been entitled to if Atmos had filed a case under the GRIP rather than an RRM case.

The settlement is expected to increase the average residential customer's bill by approximately \$0.74 per month. For the first annual filing under the revised RRM tariff, the Company agreed to forego any change to the residential customer charge. Therefore, for the 2013 RRM, the result of the filing will not increase the residential customer charge, and the entirety of the increase to the residential class will be applied to the commodity (natural gas consumption) component of rates.

Purpose of the Ordinance

Rates cannot change without the adoption of rate ordinances by cities. No related matter is pending at the Railroad Commission. The purpose of the ordinance is to approve rates (shown on "Attachment A" to the ordinance) that reflect the negotiated rate changes pursuant to the RRM process and to ratify the recommendation of the ACSC Executive Committee.

The ACSC Executive Committee recommends that ACSC members take action to approve the ordinance authorizing new rate tariffs. Approval of the Ordinance will result in the implementation of new rates that increase Atmos Mid-Tex's revenues effective November 1, 2013.

Financial Impact

The settlement and proposed ordinance approving the negotiated rate changes is expected to increase the average residential customer's bill by approximately \$0.74 per month.

Recommendation

Approve

Attachments

1. Ordinance O-13-1891

ORDINANCE O-13-1891

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2013 ANNUAL RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; REPEALING CONFLICTING RESOLUTIONS OR ORDINANCES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; PROVIDING A MOST FAVORED NATIONS CLAUSE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE'S LEGAL COUNSEL

WHEREAS, the City of Colleyville, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of approximately 164 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, pursuant to the terms of the agreement settling the Company's 2007 Statement of Intent to increase rates, ACSC cities and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process controlled in a three-year experiment by ACSC cities as a substitute to the current Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature; and

WHEREAS, the City took action in 2008 to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company's 2007 rate case and authorizing the RRM tariff; and

WHEREAS, in 2013, ACSC and the Company negotiated a renewal of the RRM tariff process for an additional five years; and

WHEREAS, the City passed an ordinance renewing the RRM tariff process for the City for an additional five years; and

WHEREAS, the RRM renewal tariff contemplates reimbursement of ACSC cities' reasonable expenses associated with RRM applications; and

WHEREAS, on or about July 15, 2013, the Company filed with the City its first annual RRM filing under the renewed RRM tariff, requesting to increase natural gas base rates by \$22.7 million; and

WHEREAS, ACSC coordinated its review of Atmos Mid-Tex's RRM filing through its Executive Committee, assisted by ACSC attorneys and consultants, to resolve issues identified by ACSC in the Company's RRM filing; and

WHEREAS, the ACSC Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC cities approve the attached rate tariffs ("Attachment A" to this ordinance), which will increase the Company's revenues by \$16.6 million; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by ACSC cities and are just, reasonable, and in the public interest.

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

Sec. 1. THAT the findings set forth in this ordinance are hereby in all things approved.

Sec. 2. THAT the City Council finds the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable and new tariffs, which are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.

- Sec. 3. THAT Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC cities in processing the Company's RRM application.
- Sec. 4. THAT to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this ordinance, it is hereby repealed.
- Sec. 5. THAT the meeting at which this ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
- Sec. 6. THAT if any one or more sections or clauses of this ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this ordinance and the remaining provisions of the ordinance shall be interpreted as if the offending section or clause never existed.
- Sec. 7. THAT if ACSC determines any rates, revenues, terms, and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in Atmos' 2013 RRM filing would be more beneficial to the ACSC cities than the terms of the attached tariffs, then the more favorable rates, revenues, terms, and conditions, or benefits shall additionally and automatically accrue to the ACSC cities, including the City, without the need for City to take any further action. If this automatic adjustment occurs, Atmos Mid-Tex shall promptly thereafter file with the City an amended tariff documenting the adjustment to rates.
- Sec. 8. THAT this ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after November 1, 2013.
- Sec. 9. THAT a copy of this ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Manager of Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 2nd day of October 2013.

The second reading and public hearing being conducted on the 15th day of October 2013.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the _____ day of _____, 2013.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthey C. G. Boyle
City Attorney

Attachment A

Atmos Mid-Tex Tariffs
Effective November 1, 2013

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 17.70 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 17.72 per month
Commodity Charge – All <u>Ccf</u>	\$0.05831 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2013.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 35.75 per month
Rider CEE Surcharge	\$ 0.10 per month ¹
Total Customer Charge	\$ 35.85 per month
Commodity Charge – All Ccf	\$ 0.06893 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2013.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 620.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2565 per MMBtu
Next 3,500 MMBtu	\$ 0.1879 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0403 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 620.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2565 per MMBtu
Next 3,500 MMBtu	\$ 0.1879 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0403 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use	Heat use	Base use	Heat use
	<u>Ccf</u>	<u>Ccf/HDD</u>	<u>Ccf</u>	<u>Ccf/HDD</u>
Abilene	9.97	0.1318	96.50	0.5659
Austin	11.05	0.1262	189.59	0.7195
Dallas	13.13	0.1832	171.84	0.8797
Waco	9.78	0.1262	117.60	0.5774
Wichita Falls	10.99	0.1297	107.70	0.5041

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and a Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5f

Agenda Date 10/15/2013

Number Ordinance O-13-1892

Type Ordinance

Department Police

Title

Approval of amendments to the Code of Ordinances Chapter 70, Article II, Section 70-28, Relating to Home Solicitation, Distribution, and Miscellaneous Sales

Explanation

Second Reading and Public Hearing

There were no speakers regarding this request at the October 2, 2013 City Council meeting.

First Reading and Public Hearing

In March 2011, the City Council updated Section 70 Peddlers and Solicitors, of the Code of Ordinances, which promotes good order and safety and protects citizens and non-citizens, while at the same time maintaining a person's First Amendment right to communicate through that medium. The ordinance (attached Ordinance O-11-1792) was constructed to be fair and balanced, while effectively addressing the concerns and expectations of the citizens of Colleyville regarding solicitors, itinerant vendors, and miscellaneous sales. The ordinance is wholly content neutral and only regulates the time, place, and manner of public speech. The attached proposed ordinance endeavors to continue the City Council's prerogative of protecting the sanctity of the homestead, given the ample opportunities for communication in today's modern world.

Attached is Ordinance O-93-898, which was the ordinance that was updated by Ordinance O-11-1792. Ordinance O-93-898 was subsequently updated by attached Ordinance O-93-931 and attached Ordinance O-95-1014. It was recently discovered that essential sections of Ordinance O-93-931 and Ordinance O-95-1014 were unintentionally left out of the updated version. This proposed action is to update the current ordinance to include sections which are incorporated in the proposed ordinance:

- X. Miscellaneous occasional sales of nonfood items in residential zones
- XI. Sales on public right-of-way prohibited
- XII. Tents and temporary structures
- XIII. Outdoor display and sales of homegrown produce in residential districts

The regulations provided by this ordinance are necessary to promote the City's

legitimate and compelling interests and are provided without reference to the content of any message; and are an integral component of the City's safety plan. Additionally, crime prevention and code enforcement efforts would be less effective without the provisions of this ordinance.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Ordinance O-93-898
2. Ordinance O-93-931
3. Ordinance O-95-1014
4. Ordinance O-11-1792
5. Ordinance O-13-1892

ORDINANCE NO. 0-93-898

AN ORDINANCE AMENDING CHAPTER 4 OF THE COLLEYVILLE CODE BY MODIFYING AND ADDING THERETO PROVISIONS CONCERNING SOLICITATION; PROVIDING FOR A NOTICE PROHIBITING SOLICITORS; ESTABLISHING DEFINITIONS, REQUIREMENTS OF PERMIT, BOND, APPLICATION FEE, PROCEDURES AND REGULATIONS FOR ITINERANT MERCHANTS, ESTABLISHING DEFINITION, REQUIREMENTS OF PERMITS, APPLICATION FEE, PROCEDURES AND REGULATIONS FOR CHARITABLE SOLICITATIONS, ESTABLISHING DEFINITIONS, REGISTRATION PROCEDURES AND REGULATIONS FOR RELIGIOUS SOLICITATIONS, ESTABLISHING DEFINITIONS, REGISTRATIONS, PROCEDURES AND REGULATIONS FOR PUBLICATION SOLICITATIONS, PROVIDING A PENALTY AND AUTHORIZING PUBLICATION.

WHEREAS, the City Council deems it is in the best interest of the City to adopt the following regulations concerning solicitors,

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

Sec. 1: That Chapter 4 of the Colleyville Code be amended by amending the provisions of Section 4, and adding thereto new Sections 5 through 8, providing as follows:

"SECTION 4: SOLICITORS - GENERAL

A. Notice Prohibiting Solicitors

(1) A person, desiring that no person engage in a solicitation at his residence or place of business, shall exhibit in a conspicuous place upon or near the main entrance to the premises, a notice containing the words, "NO SOLICITORS." The letters shall be not less than two-thirds of an inch in height.

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3 (2) Every person upon going onto any premises
4 for the purpose of any type of solicitation shall first
5 examine the premises to determine if any notice
6 prohibiting soliciting is exhibited upon or near the
7 main entrance. If notice prohibiting soliciting is
8 exhibited, the person shall immediately depart from
9 the premises, without disturbing the occupant(s),
10 unless the person's presence is at the request of the
11 occupant(s).

12 (3) No person shall go upon any premises and
13 ring the doorbell, or rap or knock upon the door or
14 create any sound in a manner calculated to attract the
15 attention of the occupant(s), for the purpose of
16 securing an audience with the occupant(s) or engaging
17 in or attempting to engage in solicitation, if a notice as
18 described in subsection (1) above is exhibit in a
19 conspicuous place upon or near the main entrance,
20 unless the person's presence is at the request of the
21 occupant(s).

22 (4) Any person who has gained entrance to a
23 premises, or audience with the occupant(s), for the
24 purpose of solicitation, whether invited or not, shall
25 immediately depart from the premises when requested
26 to leave by the occupant.

27 B. Hours of Solicitation

28 No solicitor or salesman shall go from house-to-
29 house or from place-to-place in this city soliciting,
30 selling or peddling between the hours of 4:30 p.m. and
31 9:00 a.m.

32 SECTION 5: ITINERANT MERCHANT

33 A. Definition

34 An itinerant merchant is any person who sells
35 or solicits sales from house-to-house or from place-to-
36 place in the city, and said sale or solicitation is not a
37 charitable solicitation, religious solicitation or
38 publication solicitation.

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3 **B. Permit/Exceptions**

4 (1) Every itinerant merchant shall be required
5 to obtain a permit prior to the engaging in the
6 business of an itinerant merchant within the City.

7 (2) The requirement of a permit shall not
8 apply to sales made to dealers by commercial travelers
9 or sales agents in the usual course of business, nor to
10 sales made upon authority and by order of law.

11 (3) The requirements of a permit shall not
12 apply to persons under the age of 18 years engaged in
13 the sales of items for extra curricular activities
14 sanctioned by a school district, nor for agricultural
15 products in their natural state sold by the grower.

16 **C. Application For Permit**

17 (1) An applicant for a permit to do business as
18 an itinerant merchant shall file an application in
19 writing with the Police Department not less than ten
20 (10) days before the first month in which he proposes
21 to engage in business as an itinerant merchant.

22 (2) The application shall contain the following
23 information:

24 (a) The full name, address and
25 telephone number of the person or organization
26 applying for the permit;

(b) If the itinerant merchant is selling
on behalf of an organization, the name and address of
the organization;

(c) The license plate number of any and
all vehicles to be used by the permittee;

(d) The Texas drivers' license number of
all persons who will operate a motor vehicle for the
permittee;

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3 (e) Proof of any liability insurance
required by state law;

4 (f) The addresses of the itinerant
5 merchant during the previous five (5) years with the
name of at least one reference in each community;

6 (g) The name, address, date of birth and
7 fingerprints of each agent selling within the city;

8 (h) A copy of a limited sales tax permit
issued by the State of Texas, or proof that the goods
9 sold are not subject to such sales tax;

10 (i) A statement of the type of goods or
wares to be sold;

11 (j) A copy of a current health certificate
12 if edible merchandise is to be sold; provided, however,
this shall not apply to the sale of candy, nuts or other
13 edibles prepared and packaged by a nationally
recognized manufacturer or a Texas manufacturer
14 meeting standards imposed by state and local health
codes, if such packages are sealed and unbroken.

15 (k) A statement of the period of time
16 such applicant wishes to sell or solicit in said city,
17 providing that no permit shall be issued granting such
authority in excess of one calendar year from date of
issue.

18 (l) Documents sufficient to establish the
19 identity of the permittee and each agent.

20 (m) Any other information requested by
the Police Chief.

21 **D. Bond**

22 The application shall be accompanied by a bond
23 in the sum of ten thousand dollars (\$10,000.00), signed
by the applicant, and signed, as surety, by a surety
24 company authorized to do business in the State of
Texas, satisfactory to the Police Chief, conditioned for
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3 the final delivery of goods, wares, merchandise or
4 services, and conditioned for the correction or remedy
5 of any and all defects in material or workmanship that
6 may exist in the article sold by the principal of said
7 bond, at the time of delivery, and that may be
8 discovered by such purchaser or customer within thirty
9 (30) days after delivery, and which bond shall be for
10 the use and benefit of all persons, firms or
11 corporations that may make any purchase or give any
12 order to the principal on said bond, or to an agent or
13 employee of the principal. Provided that in case
14 applicant is a person, firm, company, partnership,
15 corporation or association engaging in the business of
16 an itinerant merchant through one or more agents or
17 employees, such persons, firm, company, partnership,
18 corporation or association shall be required to enter
19 into only one bond per five agents or employees, in
20 the sum of ten thousand dollars (\$10,000.00) as above
21 required, which bond shall be made to cover the
22 activities of its agents or employees.

23 **E. Application Fee**

24 A non-refundable application fee for an
25 itinerant merchant permit in the amount of one
26 hundred dollars (\$100.00); shall be paid upon
application provided, however, when any person, firm,
company, partnership, corporation or association acts
through one or more agents or employees such person,
firm, company, partnership, corporation or association
shall, in addition to said one hundred dollars
(\$100.00), pay an application fee of fifty dollars
(\$50.00) for each agent or employee so engaged

27 **F. Investigation: Issuance and Denial of Permits**

28 (1) Upon receipt of an application the Police
29 Chief shall make or cause to be made an investigation
30 to determine the qualifications of the applicant for a
31 permit.

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(2) If the Police Chief finds that the applicant does not meet the requirements for an itinerant merchant permit, or that there is a need to question the applicant to clarify the application, the Police Chief shall so notify the applicant at least 10 days in advance of a hearing at which the applicant shall appear.

(3) The Police Chief shall refuse the issuance of a permit if, upon investigation and hearing, it is determined that the applicant has not complied with all the requirements for the issuance of a permit, or that:

(a) One or more of the statements made in the application or at a hearing on the application are false.

(b) The applicant or any person the applicant proposes to act as an itinerant merchant within the City has been convicted of fraud, theft, conversion, embezzlement, swindling, robbery, burglary, or any other crime involving moral turpitude.

(c) That the applicant had received an itinerant merchant permit in the previous year and failed to comply with the conditions of the permit or this Chapter.

(4) If the Police Chief finds that all of the conditions precedent to the issuance of an itinerant merchant permit have been met and the applicant is qualified to receive an itinerant merchant permit, the Police Chief shall issue the permit. Permits will be issued for a period of 30 days. Upon a showing by the applicant of necessity, the Police Chief may approve an issuance of a permit for a period not to exceed one year.

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3 **G. Edible Merchandise; Sanitation**

4 Every person who is licensed as an itinerant
5 merchant to peddle edible merchandise, shall keep all
6 articles for sale to the public in a clean and sanitary
7 condition, as well as the vehicles or other conveyances
8 used in the transportation of such merchandise.

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11 **H. Quality and Accurate Measures**

12 No itinerant merchant shall sell or offer to sell
13 any unsound or unwholesome merchandise or give
14 false weight or measure to such article sold or offered
15 for sale.

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17 **I. Revocation of License**

18 An itinerant merchant permit issued hereunder
19 shall be revoked upon violation of any provision of the
20 portions of this chapter applicable to itinerant
21 merchants or upon determination that any false
22 statement as to any material matter was made in the
23 application or the hearing thereon. The Police Chief
24 shall send written notice of the revocation to the
25 permittee by certified mail/return receipt requested,
26 setting forth the reasons for the revocation. The
27 permittee, by written request served upon the Police
28 Chief not more than 10 days from the date the Police
29 Chief places the notice of revocation in the mail,
30 postage pre-paid, may request a hearing on the matter.
31 The Police Chief shall conduct a hearing upon the
32 matter within 5 days of the request for a hearing. The
33 Police Chief shall either continue the revocation or
34 reinstate the permit based on his determination at the
35 hearing.

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37 **J. Visible Identification**

38 Any itinerant merchant, vendor or peddler in
39 the City shall at all times while working in such
40 capacity wear and prominently display a badge or

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3 placard clearly identifying the person by name and
4 clearly identifying the organization he is representing.
5 The letters of said badge or placard must be at least
6 one eighth inch in height, and shall contain the
7 statement "MERCHANT."

8 9 **SECTION 6: CHARITABLE SOLICITATIONS**

10 **A. Definitions**

11 (1) Charitable solicitation means conduct
12 whereby a person, organization, society, corporation or
13 its agent, member or representative, on the plea or
14 representation, whether express or implied, that the
15 proceeds from the solicitation, sale or entertainment
16 are for a charitable purpose:

17 (a) Solicits property, financial aid, gifts
18 in money or any article of monetary value;

19 (b) Sells or offers to sell a product,
20 article, tag, service publication, ticket, advertisement,
21 subscription; or

22 (c) Holds, promotes or participates in
23 entertainment, sports event, benefit dance, fair, bazaar
24 or other type of organized social entertainment.

25 (2) Charitable purpose means the use of
26 money or property for the benefit of:

(a) Charity or philanthropy, or poor,
impoverished, destitute, underprivileged, needy,
refugee, injured, crippled, disabled, or handicapped
persons, or persons in need of rehabilitation;

(b) Patriotism, that is, for the teaching
of patriotism or the relief or assistance of veterans or
veteran's organizations; or

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3 (c) Existing educational institutions or
4 for the establishment or endowment of educational
5 institutions or in aid of the education of any person or
6 group of person.

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B. Permit/Exceptions

(1) No person or organization may conduct a charitable solicitation by handbills, advertisements, house-to-house canvass, or by any other method in the city without the person, organization, society or corporation responsible for conducting the solicitation first obtaining a charitable solicitation permit.

(2) If a person or organization conducts or manages a charitable solicitation in the name of or on behalf of another person or organization, each entity shall obtain a charitable solicitation permit.

(3) A charitable solicitation permit is not required for:

(a) An organization soliciting funds or goods only from its own membership;

(b) A person or organization soliciting funds only by use of a public broadcasting media;

(c) A person or organization soliciting funds only from foundations;

(4) A charitable solicitation permit is not required for persons under eighteen (18) years of age if engaged in fund raising activities for a nonprofit organization using all profits for young people's activities or donating all profits to charities, other than a sponsoring organization.

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3 **C. Application For Permit**

4 (1) An applicant for a permit to conduct a
5 charitable solicitation in the city shall file an
6 application in writing with the Police Department not
7 less than ten (10) days before the first month in which
8 the proposed charitable solicitation activities are
9 planned.

10 (2) The application shall contain the following
11 information:

12 (a) The full name, address and
13 telephone number of the person or organization
14 applying for a permit and the address of the
15 headquarters in the city.

16 (b) The names and addresses of all
17 officers and directors or trustees of the organization
18 and the name and city of residence of all officers,
19 directors or trustees of the parent organization, if any.

20 (c) The name of the person or persons
21 by whom the receipts of the solicitation will be
22 disbursed; if the receipts are transmitted to a parent
23 organization for further disbursement, a detailed
24 description of the disbursement of all funds and a
25 financial statement of the parent organization for the
26 last preceding fiscal year.

(d) The name, address and telephone
number of the local person or persons who will be in
charge of conducting the charitable solicitation.

(e) A description of the method or
methods to be used in conducting the charitable
solicitations.

(f) The period within which the
charitable solicitation will be conducted, including the
proposed dates for the beginning and ending of the
solicitation.

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3 (g) A full statement of the character
4 and extent of the charitable work done by the
5 applicant within the city during the preceding year and
6 a statement of the specific purpose for which funds are
7 to be solicited, together with a detailed account of
8 their intended use.

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10 (h) If the applicant is a corporation, a
11 copy of its charter or articles of incorporation from its
12 state of incorporation if the applicant is a foreign
13 corporation, a copy of its certificate to do business in
14 this state.

15 (i) If the applicant is a charitable
16 corporation or other non-profit organization, proof of
17 the applicant's current status as a charitable association
18 or other organization to which contributions are tax
19 deductible for federal income tax purposes.

20 (j) A statement of whether contributions
21 to the person or organization are tax deductible and
22 what percentage of the contributions are not tax
23 deductible.

24 (k) Any other information requested by
25 the Police Chief.

26 D. Bond

An applicant for a charitable solicitation permit shall, at time of application, submit a surety bond in the sum of ten thousand dollars (\$10,000.00), executed by a surety company authorized to do business in the State of Texas, satisfactory to the Police Chief; conditioned for the final delivery of foods, wares, merchandise or services, in accordance with the terms of any order obtained prior to delivery, and also conditioned to correct or remedy any and all defects in material or workmanship that may exist in the article sold by the principal of said bond, at the time of delivery, and that may be discovered by such purchaser or customer, within thirty (30) days after delivery, and which bond shall be for the use and benefit of all

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3 persons, firms or corporations that may make any
4 purchase or give any order to the principal on said
5 bond, or to an agent or employee of the principal.
6 Provided that in case applicant is a person, firm,
7 company, partnership, corporation or association
8 through one or more agents or employees, such
9 persons, firm, company, partnership, corporation or
10 association shall be required to enter into only one
11 bond, in the sum of ten thousand dollars (\$10,000.00)
12 as above required, which bond shall be made to cover
13 the activities of all its agents or employees.

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17 **E. Application Fee**

18 An application fee for a charitable solicitation
19 permit in the amount of \$100.00 shall be paid upon
20 application; provided, however, when the charitable
21 solicitation is conducted through one or more agents
22 or employees, the aforesaid permit fee shall be
23 increased by the amount of \$50.00 for each agent or
24 employee engaged in the charitable solicitation. If,
25 after an investigation it is determined that a charitable
26 solicitation permit will not be issued, said application
fee shall be retained as the cost of investigation. If a
charitable solicitation permit is issued, the application
fee shall be refunded to the applicant.

17 **F. Investigation; Issuance and Denial of Permits**

18 (1) Upon receipt of an application, the Police
19 Chief shall make or cause to be made, an investigation
20 to determine the qualifications of the applicant for a
21 permit.

22 (2) If the Police Chief finds that the applicant
23 does not meet the requirements for a charitable
24 solicitation permit or that there is need to question the
25 applicant to clarify the application, the Police Chief
26 shall so notify the applicant at least ten (10) days in
advance of a hearing at which the applicant shall
appear.

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3 (3) The Police Chief shall refuse issuance of a
4 permit if, upon investigation and hearing, it is
5 determined that the applicant has not complied with
6 all the requirements for the issuance of a permit, or
7 that:

8 (a) One or more of the statements
9 made in the application or at a hearing on the
10 application are false.

11 (b) The applicant or person in charge of
12 the charitable solicitation has been convicted of fraud,
13 theft, conversion, embezzlement, swindling, robbery, or
14 burglary or other crime of moral turpitude, or that the
15 applicant or person in charge has made or caused to
16 be made false statements or misrepresentations to a
17 member of the public with regard to the charitable
18 solicitation campaign or other activities described in
19 the permit, or has in any way publicly represented that
20 the charitable solicitation permit is an endorsement or
21 recommendation of the cause for which the charitable
22 solicitation is being conducted or has otherwise
23 violated any of the terms of a charitable solicitation
24 permit or this chapter.

25 (c) The applicant received a charitable
26 solicitation permit in the previous year and failed to
comply with conditions of the permit.

(4) If the Police Chief determines that the
applicant has met all conditions precedent to the
issuance of a charitable solicitation permit and the
applicant is qualified to receive a charitable solicitation
permit, the Police Chief shall issue a charitable
solicitation permit. Permits will be issued for a period
of 30 days. Upon a showing by the applicant of
necessity, the Police Chief may approve the issuance of
a permit for a period not to exceed one year.

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3 **G. Procedures and Requirements**

4 (1) When contributions to a person or
5 organization are not wholly tax deductible, the person
6 or organization shall prominently state, in all materials
7 used in the solicitation and in all verbal solicitations,
8 the percentage which is not tax deductible.

9 (2) Any charitable solicitor in the City shall at
10 all times while working in such capacity wear and
11 prominently display a badge or placard clearly
12 identifying the person by name and clearly identifying
13 the organization he is representing. The letters of said
14 badge or placard must be at least one eighth inch in
15 height and contain the statement "CHARITABLE
16 SOLICITATION."

17 (3) No person shall use or disburse funds
18 collected pursuant to a charitable solicitation permit
19 for a purpose other than the charitable purpose
20 described in the application and the actual and
21 necessary expenses incident to the solicitation,
22 collection and disbursement of the funds.

23 (4) No person may solicit or obtain gifts in
24 money or merchandise, directly or indirectly, by the
25 misrepresentation of names, occupation, affiliation,
26 physical disability, financial condition, social condition
or residence.

18 **H. Investigation**

19 (1) If the Police Chief has reason to believe
20 that a person or organization is soliciting for a
21 charitable purpose without a permit or the funds of a
22 person or organization operating under a charitable
23 solicitation permit have been or are being diverted
24 from the purposes for which they are collected, or
25 have been secured by misrepresentation, or the person
26 has violated a provision of this Chapter, the person or
organization involved shall be investigated by the
Police Chief, and the Police Chief may require the

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3 person or organization to file an immediate account of
its receipts and expenditures.

4 (2) The Police Chief may execute in writing
5 and cause to be served upon a person who is believed
6 to have information, documentary material, or physical
7 evidence relevant to an alleged or suspected violation
8 of this section, an investigative demand requiring the
9 person to furnish, under oath or otherwise, a report in
10 writing setting forth the relevant facts of circumstances
of which he has knowledge, or to appear and testify or
to produce relevant documentary material or physical
evidence for examination, at a reasonable time and
place as may be stated in the investigative demand,
concerning charitable solicitation that is the subject
matter of an investigation.

11 (3) Failure or refusal to comply with an
12 investigative demand shall constitute a violation of this
chapter.

13 I. Revocation of Permit

14 (1) The Police Chief shall revoke a charitable
15 solicitation permit if he determines one or more of the
16 following has occurred:

17 (a) The making of a false statement as
to a material matter in an application or hearing
18 concerning an application;

19 (b) The making of a false statement or
misrepresentation to a member of the public with
20 regard to the solicitation activity;

21 (c) Violation of any of the terms or
conditions of the charitable solicitation permit;

22 (d) Violation of any provision of this
23 chapter;

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3 (e) The representation by a permittee
4 that the charitable solicitation permit is an
5 endorsement or recommendation of the cause for
6 which the solicitation is being conducted.

7 (2) The Police Chief shall send written notice
8 of the revocation to the permittee by certified mail,
9 return receipt requested, setting forth the reasons for
10 the revocation. The permittee, by written request
11 served upon the Police Chief not more than 10 days
12 from the date the Police Chief places the notice of
13 revocation in the mail, postage pre-paid, may request a
14 hearing on the matter. The Police Chief shall conduct
15 a hearing upon the matter within 5 days of the request
16 for a hearing. The Police Chief shall either continue
17 the revocation or reinstate the permit based on his
18 determination at the hearing.

12 J. Prohibited Conduct

13 A person engaged in charitable solicitation
14 either door-to-door or in a public place shall not:

15 (1) Obstruct or impede the passage of a
16 pedestrian or vehicle;

17 (2) Make physical contact with the
18 person being solicited unless that person's permission
19 is obtained;

20 (3) Misrepresent the charitable purpose
21 of the solicitation; or

22 (4) Misrepresent the charitable
23 affiliation of those engaged in the solicitation.
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3 **SECTION 7: RELIGIOUS SOLICITATION**

4 **A. Definitions**

5 (1) Religious solicitation means conduct
6 whereby a person, organization, society, corporation,
7 or its agent, member or representative on the plea of
8 or representation, whether express or implied, that the
9 proceeds from the solicitation or sale are for the
10 religious purpose:

11 (a) Solicits property, financial aid, gifts
12 in money, or any article of monetary value; or,

13 (b) Sells or offers to sell a product,
14 article, tag, service or printed material.

15 (2) Religious purpose means the use of money
16 or property for the support of a church, religious
17 society, or other religious sect, group or order.

18 (3) Public place means any property open or
19 devoted to public use.

20 (4) Door-to-door means private residence and
21 business of persons who are both unknown to the
22 person soliciting and not members of the church,
23 religious society or other religious sect, group or order
24 on whose behalf the solicitation is performed.

25 **B. Registration; Identification Badge**

26 (1) A person who engages in religious
solicitation door-to-door or in a public place shall first
register with the Police Chief, giving the following
information:

(a) Name of registrant;

(b) Name of organization;

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3 (c) Duration and locations of proposed
solicitations; and

4 (d) Number of participants.

5 (2) Registration expires after one year and
6 must be renewed annually. If a change occurs in any
7 of the information submitted with the registration, the
person or organization shall notify the Police Chief of
the change.

8 (3) A person shall wear and prominently
9 display an easily identification badge while engaged in
religious solicitation. The identification badge shall:

10 (a) Be in letters of at least one eighth
11 inch in height;

12 (b) Identify the name of the person and
the name of the organization as registered with the
13 Police Chief; and

14 (c) Contain the statement
"RELIGIOUS SOLICITATION."

15 (4) If a person, organization, society or
16 corporation conducting a religious solicitation obtains
a charitable solicitation permit, that person,
17 organization, society or corporation is not required to
comply with the requirements of this section.

18
19 **C. Prohibited Conduct; Suspension, Cancellation of
Registration**

20 (1) A person engaged in religious solicitation
21 door-to-door or in a public place shall not:

22 (a) Obstruct or impede the passage of
pedestrian or vehicle;

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3 (b) Make physical contact with the
4 person being solicited unless that person's permission
is obtained;

5 (c) Misrepresent the religious purpose
6 of the solicitation; or

7 (d) Misrepresent the religious affiliation
8 of those engaged in the solicitation.

9 (2) Should a violation of this section come to
10 the attention of the Police Chief, he shall immediately
11 suspend the registration of the person alleged to have
12 committed the violation and notify the person of the
13 availability of a hearing before the Police Chief or a
14 designee. Unless a request for a hearing is received
15 within ten (10) business days of the date notice is
16 mailed by the Police Chief, such suspension shall
17 become final and such registration shall be canceled.
18 If a request for a hearing is received, a hearing shall
19 be afforded before the Police Chief or his designated
20 examiner within five (5) business days of the request.
21 After the hearing the person holding the hearing shall
22 immediately either lift the suspension or, if it is
23 concluded that and such conclusion is supported by
24 substantial evidence that a violation has occurred,
25 cancel the registration. No new registration shall be
26 issued such person for a period of six (6) months
following such cancellation.

18 SECTION 8: PUBLICATION SOLICITATION

19 A. Definition

20 For the purposes of this article, publication
21 solicitation means conduct whereby a person sells or
22 takes orders for sales of newspapers, magazines, or
23 other publications (including audio and visual
24 recordings). Publication solicitation is exempt from all
25 provisions of Section 5, 6 and 7 of this Chapter.
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3 **B. Registration; Identification Badge**

4 (1) A person who engages in publication
5 solicitation and who goes personally from house to
6 house shall first register with the Police Chief giving
7 the following information:

8 (a) Name of registrant and residence
9 address;

10 (b) Name and address of organization
11 (if any) employing registrant;

12 (c) Names or description of publications
13 to be sold or for which solicitation is to be made; and

14 (d) Date solicitations or sales are to
15 commence and cease.

16 (2) Registration expires at 12:00 midnight
17 December 31 each year and must be renewed annually.
18 If a change occurs in any of the information submitted
19 with the registration, the person or organization shall
20 notify the Police Chief of the change.

21 (3) Any publication solicitor shall at all times
22 when working in such capacity wear and prominently
23 display an identification badge containing:

24 (a) The name of the person to whom it
25 is issued.

26 (b) The name of the organization (if
any) which employs or pays the commission of the
person doing the solicitation.

(c) The words "Publication Solicitation."

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3 **C. Prohibited Conduct; Suspension, Cancellation of**
4 **Registration**

5 (1) A person engaged in publication
6 solicitation shall not:

7 (a) Go from house to house without
8 first registering as herein required.

9 (b) Refuse to display the registration
10 badge provided to him.

11 (c) Misrepresent to the Police Chief, or
12 any person solicited for a sale or order, the purpose of
13 the solicitation, the identity of the organization doing
14 the solicitation, the identity of the person doing the
15 solicitation, the price of a publication, its source, or
16 the beneficiary of profits derived from solicitation.

17 (d) Obstruct or impede the passage of a
18 pedestrian or vehicle.

19 (e) Make physical contact with the
20 person being solicited without the permission of such
21 person.

22 (2) Should a violation of this section come to
23 the attention of the Police Chief, he shall immediately
24 suspend the registration of the person alleged to have
25 committed the violation and notify the person of the
26 availability of a hearing before the Police Chief or a
designee. Unless a request for a hearing is received
within ten (10) business days of the date notice is
mailed by the Police Chief, such suspension shall
become final and such registration shall be canceled.
If a request for a hearing is received, a hearing shall
be afforded before the Police Chief or his designated
examiner within five (5) business days of the request.
After the hearing the person holding the hearing shall
immediately either lift the suspension or, if it is
concluded that and such conclusion is supported by
substantial evidence that a violation has occurred,
cancel the registration. No new registration shall be

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3 issued such person for a period of six (6) months
following such cancellation.

4 Sec. 2: THAT the Sections of Chapter 4 of the Colleyville Code, beginning
5 with 5 through 17, be renumbered successively, beginning with
6 renumbering Section 5 as Section 9. No modification or amendment
7 of Sections 5 through 17 of Chapter 4 of the Colleyville Code as
they appeared in the Code prior to the adoption of this Ordinance is
intended.

8 Sec. 3: THAT any person, firm or corporation violating any provision of
9 this ordinance shall be deemed guilty of a misdemeanor and upon
10 final conviction thereof fined in an amount not to exceed Five
Hundred Dollars (\$500.00). Each day any such violation continues
or is allowed to exist shall constitute a separate violation and be
punishable hereunder.

11 Sec. 4: THAT the City Secretary is hereby authorized to cause publication
12 of the descriptive caption and penalty clauses of this ordinance as an
alternative method provided by law.

13 AND IT IS SO ORDERED

14 The first reading and public hearing being conducted on the 16th day of
15 April, 1993.

16 The second reading and public hearing being conducted on the 20th day
of April, 1993.

17 The third reading and public hearing being conducted on the 4th day of
18 May, 1993.

19 ATTEST:

CITY OF COLLEYVILLE

20 Jean Harris
Jean Harris
21 City Secretary

Richard Newton
Richard Newton
Mayor

22 APPROVED AS TO FORM AND LEGALITY:

23 Ross T. Foster
Ross T. Foster
24 City Attorney

ORDINANCE O-93-931

AN ORDINANCE AMENDING CHAPTER 4, SECTION 4 OF THE CITY CODE, ORDINANCE O-73-122, REGULATING TEMPORARY BUSINESSES, ROADSIDE SALES, FOOD AND MERCHANDISE VENDORS, SEASONAL AND SPECIAL SALES, THE USE OF TENTS AND OTHER TEMPORARY STRUCTURES, AND THE OUTDOOR DISPLAY AND SALES IN COMMERCIAL AND NON-COMMERCIAL DISTRICTS OF FRUITS, VEGETABLES, AGRICULTURAL PRODUCTS, AND REGULATING THE DISPLAY AND SALES OF NON-FOOD PRODUCTS IN RESIDENTIALLY ZONED DISTRICTS.

WHEREAS, the City Council of the City of Colleyville finds that it is in the interest of the City to protect the public health and safety and to promote fair and open competition between temporary businesses and the local business community; and

WHEREAS, the City Council of the City of Colleyville finds that it is necessary to regulate temporary businesses, road side sales, Christmas tree and seasonal sales, and the display and sale of food products and other merchandise in commercial and residential zoned districts;

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

- Sec. 1: THAT Section 22.2, item 10 of the Zoning Ordinance, SCHEDULE OF PERMITTED PRINCIPAL USES, Roadside Fruit, Vegetable, and Produce Stands, be amended by inserting under all zoning districts except for CN and CC, the footnote "h".
- Sec 2: THAT Section 22.11 of the Zoning Ordinance, QUALIFICATION NOTES, be amended by adding item h. to read as follows:
- "h. An SUP required in every zoning district except CN and CC, for sales activity over 9 months per year."
- Sec.3: THAT Chapter 4, Section 4, of the Colleyville Code, ITINERANT MERCHANTS OR VENDORS, be amended by deleting subsection E. INVESTIGATION AND ISSUANCE and marking subsection E. as "Reserved".
- Sec.4: THAT Chapter 4, Section 4, of the Colleyville Code, ITINERANT MERCHANTS OR VENDORS, be amended by designating subsection H. OFFENSES as subsection N. OFFENSES.

Sec.5:

THAT Chapter 4, Section 4, of the Colleyville Code, ITINERANT MERCHANTS AND VENDORS, be amended by adding new subsections H. through M. to read as follows:

H. TEMPORARY OUTDOOR SALES ON PROPERTY ZONED FOR COMMERCIAL PURPOSES

The temporary outdoor display and sales of food products, manufactured items, or other goods, services, or merchandise, on property zoned for commercial purposes, may be conducted under the following restrictions:

- (1) Except as permitted in Subsection I, below, temporary merchants utilizing the outdoor display of products, or other items for sale, shall provide customer parking upon paved parking surfaces only. The parking surface shall be concrete, HMAC, brick, or paving stone, approved by the City Building Official.
- (2) A temporary business permit shall be obtained for any seasonal, special, or outdoor display and sale of food products or other merchandise, provided that a signed letter of permission from the property owner for use of their parking area for such outdoor display is submitted to the Building Official.
- (3) The fee for a temporary business permit obtained from the Building Inspection Department shall be \$50 per month for every month or fraction thereof in which outdoor display and sales are to be conducted, for a maximum of three (3) months annually.
- (4) A State Sales Tax Certificate designating "Colleyville" as the place of business, shall be submitted prior to the issuance of any temporary permit.
- (5) Signage for a temporary business under this provision, shall be limited to one sign with a maximum gross surface area of 32 square feet, setback from the front property line a minimum of 8 feet. A seasonal/special sale sign permit shall be obtained under the terms of the Sign Code (Ordinance O-91-812).

- (6) The following type signs shall not be allowed for a temporary business: Balloons, flags, pennants, and other floating devices; portable signs mounted on skids, a trailer, or similar mobile structure; A-frame signs; or any sign not allowed by the Sign Code (Ordinance O-91-812).
- (7) It shall be the property owner's responsibility to have all trash, refuse, rubbish, and remnants of any outdoor sale removed and disposed of in a sanitary manner, within ten (10) days following the final day of the sale.

I. SEASONAL/HOLIDAY PRODUCT SALES IN COMMERCIAL AREAS

- (1) The temporary outdoor sale of Christmas trees, Halloween pumpkin sales, and firewood sales, shall be permitted only on commercially zoned properties. The sale of
 - (a) Christmas trees shall not begin prior to November 15 and shall cease on December 25 annually.
 - (b) pumpkins as a primary use on a commercial property may begin as early as harvest permits and shall cease on October 31 annually.
 - (c) firewood as a primary use on a commercial property shall not begin prior to September 1 and shall cease on April 1 annually.
- (2) A letter from the owner of the property authorizing the use of the property for holiday or seasonal sales, shall be submitted to the Building Official prior to the issuance of a Temporary Business Permit.
- (3) An electrical permit shall be required for any electrical work performed and shall comply with the Electrical Code.
- (4) A plumbing permit shall be required for any plumbing work performed and shall comply with the Plumbing Code.
- (5) A sign permit shall be required for each sign installed and all signs shall comply with the Sign Code.
- (6) Off street parking shall be provided and may be permitted on an unpaved surface. However, all drive approaches shall be

indicated. Fire lanes or emergency access lanes shall not be blocked or obstructed at any time.

- (7) All unsold products, stands, tents, equipment, trash, signs, lighting, shelters, or remnants associated with the sale of holiday or seasonal items shall be removed by the permit holder or the property owner, within ten (10) days after completion of the sale.

J. TENTS AND TEMPORARY STRUCTURES

The erection of a tent or other temporary structure as a shelter for the outdoor display and sales of food products, manufactured goods, and all other merchandise including holiday or seasonal sales, shall meet the following requirements:

- (1) No tent or other temporary structure shall be erected within twenty (20) feet of any property line, building, or other tent.
- (2) No tent or other temporary structure shall be erected in any fire lane, dedicated access road, right-of-way, or dedicated easement.
- (3) All tents and their appurtenances shall be securely roped, braced, and anchored to withstand the elements of weather against collapse.
- (4) All sections or parts of all tents shall be of flame retardant material. This shall include all floor coverings, bunting, decorations, side wall coverings, and other effects.
- (5) Smoking shall not be permitted, and "NO SMOKING" signs shall be posted at all entrance doors, and where deemed necessary by the Fire Marshal.
- (6) No fireworks, open flame, or any device emitting flame or fire or creating a glow shall be permitted or used.
- (7) Balloons or other similar devices that are filled with toxic, explosive, or flammable gases shall not be permitted in or adjacent to any tent or other temporary structure.
- (8) All exits shall be in accordance with Section 32.111 of the 1988 Uniform Fire Code.

- (9) All exit signs shall be in accordance with Section 32.114 of the 1988 Uniform Fire Code.
- (10) Exit illumination shall be in accordance with Section 32.113 of the 1988 Uniform Fire Code.
- (11) All weeds, grass, vegetation, or other flammable materials shall be removed and not located within thirty (30) feet of any tent, temporary structure, or their appurtenances.
- (12) Fire extinguishers shall be installed in accordance with Section 32.109 of the 1988 Uniform Fire Code.

K. OUTDOOR DISPLAY AND SALES IN RESIDENTIAL DISTRICTS

The display and sale to the general public of fruits, vegetables, and other home grown produce from private residences in non-commercial zoned districts, may be conducted during the normal growing and harvesting season under the following restrictions:

- (1) A temporary sign advertising the products sold may be erected on the premises, in accordance with the Sign Code, (Ordinance # O-91-812).
- (2) Home grown or produced food products may consist of, but are not limited to, peaches, pears, apples, nuts, berries, eggs, tomatoes, beans, peas, grapes, or products processed on the premises from food items such as jams, jellies, preserves, candies, pies, juices, or any other edible food product.
- (3) Where fruits, vegetables, and other food items are to be displayed and sold for more than nine (9) months per year, a Special Use Permit shall be required in every zoning district except for CN or CC districts.

L. DISPLAY AND SALE OF AGRICULTURAL PRODUCTS

The display and sales of agricultural products, other than edible food stuffs for human consumption, such as hay or other animal feed, or firewood, shall be conducted in AG, CC, or CN zoned districts only. A sign permit shall be obtained prior to the erection of any sign, under the provisions of the Sign Code (Ordinance O-91-812).

M. DISPLAY AND SALES OF OTHER NON-FOOD ITEMS IN RESIDENTIAL ZONES

Occasional sales, whether classified as "garage sales", "yard sales", or any other display for sale of any other item not classified herein in a non commercial zoned district, such as personal items; trucks, automobiles, or tractors registered to a person residing on the premises; used household items or furniture; or any other item not grown, harvested, manufactured, processed, created, gathered, or otherwise produced on the premises, shall be permitted for not more than ten days per year per premises. No signs shall be erected on property other than the location where the products are sold or services are conducted.

AND IT IS SO ORDERED

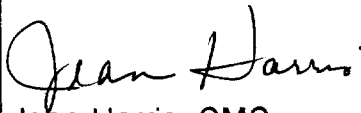
The first reading and public hearing being conducted on the 4th day of January, 1994.

The second reading and public hearing being conducted on the 18th day of January, 1994.

The third reading and public hearing being conducted on the 1st day of February, 1994.

ATTEST:

CITY OF COLLEYVILLE



Jean Harris, CMC
City Secretary



Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:



Ross T. Foster
City Attorney

ORDINANCE O-95-1014

AN ORDINANCE AMENDING SECTIONS 70-31 THROUGH 70-36 OF THE COLLEYVILLE CODE OF ORDINANCES, REGULATING TEMPORARY OUTDOOR SALES OF FOOD AND OTHER PRODUCTS, REGULATING SEASONAL AND SPECIAL SALE SIGNS, ESTABLISHING A PENALTY, AND AUTHORIZING PUBLICATION.

WHEREAS, The City Council of the City of Colleyville finds that it is in the best interest of the City to protect the public health and safety and general welfare; and

WHEREAS, The City Council of the City of Colleyville finds that it is necessary to regulate the temporary sale of food and other products;

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

Sec. 1. That all of Section 70-31, Temporary outdoor sales on property zoned for commercial purposes, shall be deleted from the Code.

Sec. 2. That Section 70-36, Miscellaneous occasional sales of non-food items in residential zones, be renumbered for insertion in the code as a new Section 70-31.

Sec. 3. That Section 70-32, Seasonal/holiday product sales in commercial areas, be deleted and a new Section 70-32 shall be inserted in the code to read as follows:

" Sec 70-32. Sales on public right-of-way prohibited.

No person may display products for sale or conduct the sale of products anywhere within the public right-of-way. "

Sec. 4. That Section 70-33, Tents and temporary structures, (preamble) be amended to read as follows:

" The erection of a tent or other temporary structure as a shelter for outdoor display and sales of food products, shall meet the following requirements: "

Sec. 5. That Section 70-34, Outdoor display and sales of homegrown produce in residential districts, be amended by deleting from subsection 70-34(3) the words " except for CN and CC districts."

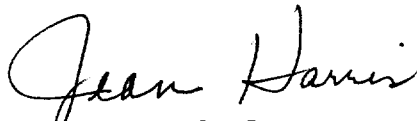
- Sec. 6.** That all of Section 70-35, Display and sale of agricultural products, shall be deleted from the code.
- Sec. 7.** That violations of this ordinance shall be subject to the general penalty provisions of Section 1-6 of the Colleyville Code of Ordinances.
- Sec. 8.** The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternate method of publication provided by law.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 19th day of December, 1995.

The second reading and public hearing being conducted on the 2nd day of January, 1996.

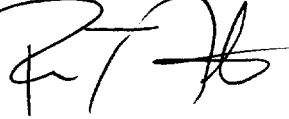
ATTEST:


Jean Harris, CMC
City Secretary

CITY OF COLLEYVILLE:


Ed Baker
Mayor

APPROVED AS TO FORM AND LEGALITY:


Ross T. Foster
City Attorney

ORDINANCE O-11-1792

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING CHAPTER 70, PEDDLERS AND SOLICITORS, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEYVILLE, TEXAS; PROVIDING FOR A PENALTY OF FINE IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED DOLLARS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, all statutory and legal prerequisites for the passage of this ordinance have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the City Council of the City of Colleyville, Texas has determined that it is in the best interest of the health, safety, and welfare of the citizens of Colleyville, Texas to adopt this ordinance.

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

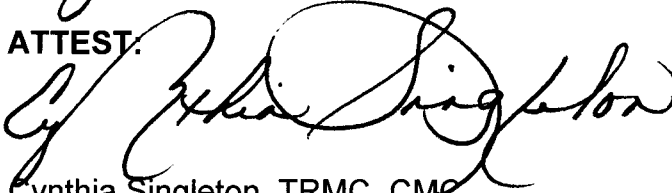
- Sec. 1. THAT the above findings are hereby found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Sec. 2. THAT Chapter 70 of the Code of Ordinances is hereby amended in its entirety and replaced with the attached Exhibit "A".
- Sec. 3. THAT All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.
- Sec. 4. THAT if any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.
- Sec. 5. THAT the effective date of this ordinance shall be immediate upon its passage.

AND IT IS SO ORDERED.

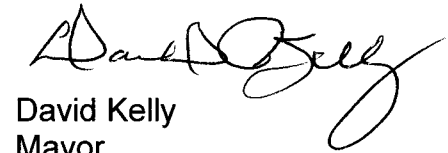
The first reading and public hearing being conducted on the 1st day of March 2011.

The second reading and public hearing being conducted on the 22nd day of March 2011.

ATTEST:


Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE


David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

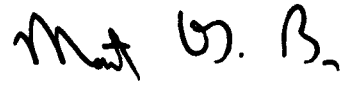

Matthew C. G. Boyle
City Attorney

Exhibit "A"

PEDDLERS AND SOLICITORS

I. SOLICITATION GENERALLY

The purpose of this ordinance is to secure the general health, safety and welfare for the residents of the City of Colleyville by:

Prohibiting door-to-door solicitation at residences during the times when such activity is most intrusive and disruptive to citizens' privacy;

Regulating the locations in which solicitation activity may occur to promote safety and minimize congestion;

Regulating the manner in which any solicitation activity may occur to promote good order, protect citizens from aggressive and intimidating practices; and

Requiring solicitors to obtain permits from the City to aid in crime detection and deter deceptive practices and fraud.

II. DEFINITIONS

A. The following words and phrases, when used in this ordinance, shall have the meanings ascribed to them by this section:

1. *Charitable purpose* shall mean philanthropic, religious or other nonprofit objectives, including the benefit of poor, needy, sick, refugee or handicapped persons; the benefit of any church or religious society, sect, group or order; the benefit of a patriotic or veterans' association or organization; the benefit of any fraternal, social or civic organization, or the benefit of any educational institution. "Charitable purpose" shall not be construed to include any direct benefit to the individual making the commercial home solicitation, to include the benefit of any political group or political organization which is subject to financial disclosure under state or federal law.
2. *Commercial home solicitation or soliciting* means the solicitation at a residence through the attempt or act of asking, bartering, or communicating in any manner for the purpose of selling or offering to sell goods, services, or realty for a for-profit purpose which includes promoting, advertising, receiving or obtaining money, gifts or items of value for said individual or group of individuals, or for-profit organization, club, company, corporation.
3. *Commercial home distribution or distribute* means the door-to-door distribution of advertisements or handbills (other than through the United States mail).
4. *Dusk* means thirty (30) minutes after sunset.
5. *Handbill* means and includes any printed or written matter, any sample or device, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter or literature.

6. *Handbill distributor* means and includes any person engaging or engaged in the business for hire or gain of distributing handbills, other than newspapers distributed to subscribers thereof, and any person receiving compensation directly or indirectly for the distribution of such handbills.
7. *Handbill sponsor* means and includes any person, firm or corporation who utilizes handbills as a medium of advertising or spreading a message.
8. *Itinerant operations* shall mean and refer to the conduct of business operations at one or more locations or properties throughout the day, provided that the mobile food vendor does not remain or linger at any particular property or location for longer than thirty (30) minutes.
9. *Itinerant vendor* shall mean any person who sets up and operates a temporary business on privately owned property, whether improved or unimproved, in the City, soliciting, selling, or taking orders for, or offering to sell or take orders for any goods or services.
10. *Mobile frozen dairy food vendors* shall mean any person who operates a vehicle on the streets of the City for the purposes of soliciting sales of frozen dairy food, either made or produced at the time of the sale, or prepackaged and wrapped in a covering.
11. *Mobile ice cream truck* is a mobile food unit that operates from a motor vehicle and sells only prepackaged, single-portion, ice cream or frozen confections.
12. *Peddler* shall mean any person traveling by foot, wagon, vehicle or any other type of conveyance from street to street carrying, conveying, or transporting goods, wares or merchandise and offering or exposing them for sale, or making sales and delivering articles to purchasers; or who, without traveling from place to place, exhibits, displays, sells, or offers for sale such products from a wagon, handcart, pushcart, motor vehicle, conveyance or from his person while on the public ways of the City of Colleyville. A peddler also includes any street vendor, itinerant vendor or transient vendor.
13. *Public right-of-way* for the purposes of this ordinance, shall mean a legally established area or strip of land, either public or private, on which an irrevocable rite of passage has been recorded, and which is occupied or intended to be occupied by a street, utility service, water main, sanitary or storm sewer main, or other similar use. Right-of-way also includes the travel portion of the roadway and all traffic medians.
14. *Residential street* means a thoroughfare or public driveway, other than an alley, not on the City's Master Thoroughfare Plan, which has been dedicated or deeded to the public for general use and affords a principal means of vehicular or other access to property abutting thereon.
15. *Temporary business* means one that continues for forty-five (45) days or less; and, exists whether solicitation is from a stand, vehicle, or

freestanding. Any business that exists more than forty-five (45) days shall be deemed to be a permanent occupancy and is required to obtain a certificate of occupancy from the Building Inspection Department.

16. *Transient vendor* shall mean vendors who sell items for a limited time and have no permanent place of business at that location. Examples of places where transient vendor sales may take place are at fairs, bazaars, flea markets, art or craft shows, or concerts.

III. COMMERCIAL HOME SOLICITATION AND COMMERCIAL HOME DISTRIBUTION

A. COMMERCIAL HOME SOLICITATION AND COMMERCIAL HOME DISTRIBUTION ON PRIVATE PROPERTY

1. It shall be unlawful for any person to conduct commercial home solicitation or commercial home distribution upon residential property within the City without first obtaining a written permit as prescribed by this ordinance.
2. It shall be unlawful to approach any part of a residence other than the front door.
3. It shall be unlawful to solicit, peddle, or distribute on residential property prior to 9:00 a.m. or after 4:30 p.m. of any day Monday through Saturday, or any time on Sunday or any other federally designated holiday, or;
 - a. On any day where the Department of Homeland Security has issued a formal alert regarding a specific or credible terrorist threat resulting in an imminent or elevated threat level, the chief of police may suspend any commercial home solicitation or commercial home distribution activities until such time that the threat level is rescinded;
 - b. This section shall not apply to a visit to the premises as a result of a request or invitation made by the occupant, invitation of the owner of the property or a person residing on the premises.
4. It shall be unlawful for any person, handbill distributors, or commercial home solicitors to distribute or cause to be distributed, deposited, placed, thrown, scattered, or cast any handbill upon any residential property except:
 - a. By handing or transmitting such handbill directly to the owner or occupant then present in or upon such private premises, or;
 - b. By placing or depositing the same in a manner to secure and prevent such handbill from being blown or drifting about such premises, except that mailboxes may not be used when prohibited by federal postal laws or regulations.
5. It shall be unlawful for any person to distribute or cause to be distributed, deposited, placed, thrown, scattered or cast any handbill upon any residential property or to go upon any residential premises for the purpose

of commercial home solicitation or commercial home distribution and ring the doorbell, knock upon the door or create any sound for the purpose of attracting the attention of the occupants of the residence if:

- a. Requested by anyone thereon not to do so, or;
 - b. If there is placed on such premises in a conspicuous place upon or near the main entrance to the residence, a weatherproof sign, not less than three (3) inches by four (4) inches in size bearing the words "no trespassing," "no peddlers," "no advertisements," "no solicitation," "no handbills," or any similar notice indicating in any manner that the occupants of such premises do not desire to have any such handbills left upon their premises. The letters on such signs shall be not less than two-thirds (2/3) of an inch in height.
6. It shall be unlawful for any person to employ, use or otherwise put into service a child who is fifteen (15) years of age or less to engage in a commercial home solicitation or commercial home distribution unless the child is soliciting or distributing within 1,000 feet of the child's home or the child is actively supervised by an adult at least eighteen (18) years of age who is within one hundred (100) feet of the child or who has written consent from a parent or legal guardian for a charitable purpose.
 7. No person shall leave any unsolicited pamphlet, unsolicited brochure, unsolicited flyer, unsolicited package or unsolicited printed advertisement at a residence at a place further than five (5) feet from the front door of the residence.

B. DISPLAY OF IDENTIFICATION

1. The person(s) in charge of conducting commercial home solicitation or commercial home distribution shall ensure that all commercial home solicitors or commercial home distributors involved possess on their person photo identification, such as a valid driver license or other valid governmental identification that correctly identifies whom the solicitor/distributor is and for whom the solicitor/distributor is working.
2. It shall be unlawful for any commercial home solicitors or commercial home distributors to fail or refuse to show or display such identification upon the request of any person.
3. It shall be unlawful for any commercial home solicitors or commercial home distributors to engage in commercial home solicitation or commercial home distribution without having a copy of the permit in their possession, except that where the person who will be peddling or soliciting is fifteen (15) years of age or less.
 - a. Such person shall be supervised by a person who is over the age of eighteen (18) years of age and who shall obtain a license on behalf of the person to be supervised.

4. The permit holder must ensure that the permit is properly displayed while conducting peddling, commercial home solicitation or commercial home distribution activities.
 - a. Properly displayed shall mean attached or hung so that the permit is clearly visible to the public and law enforcement officials.
5. It shall be unlawful for any person to conduct themselves as a commercial home distributor without wearing an orange traffic safety vest.

C. SOLICITATION IN SELECTED PUBLIC RIGHT-OF-WAY

1. It shall be unlawful for any person to solicit or to distribute handbills on, in, upon, or around any City rights-of-way, with or without a permit.
2. Employees of the City of Colleyville are hereby exempt from the provisions of sub-section 1 above provided approval is first obtained from the city manager or their designee.

D. SOLICITATION FOR PURPOSES NOT SET OUT IN THE APPLICATION

1. It shall be unlawful for any commercial home solicitor to solicit for a purpose other than that set out in the application upon which the permit was issued.

IV. ITINERANT VENDORS

A. REQUIREMENTS

1. It shall be unlawful to operate a mobile ice cream truck, mobile frozen dairy vendor, or other itinerant street vendor vehicle in the City, and no person who owns or controls an ice cream truck or itinerant street vendor vehicle shall permit it to be so operated at any time, unless the driver of said vehicle shall have first obtained and shall then have in force an itinerant street vendor permit issued under the provisions of this ordinance.
2. All permits shall be for specific time periods, dates and locations.
3. Mobile frozen dairy vendors, mobile ice cream trucks, or other itinerant vendor vehicles are permitted to vend in an area for a short period of time and move to multiple other locations providing they do not remain at a location for more than thirty (30) minutes without specific approval as contained in the permit.
4. Sound equipment must be limited to music or human speech and can only be used between 11:00 a.m. and dusk each day.
5. Sound may not be broadcast within one hundred (100) yards of schools, hospitals, churches, courthouses, funeral homes, or cemeteries and shall meet all noise nuisance provisions contained in the Colleyville Code of Ordinances. Music must be played at a reasonably low volume while the unit is stopped for vending. If the unit is stopped for vending for more than ten (10) minutes, then music shall be turned off.

6. A sign or decal that is visible at all times with the business address and telephone number of the business permit holder printed on the side of the vehicle in letters of not less than two (2) inches in height.
7. Vehicles must be in good condition and have a current safety inspection sticker from the Texas Department of Motor Vehicles.
8. All itinerant vendors shall comply with all provisions of the Colleyville Land Development Code. Any itinerant vendor seeking to locate at a stationary point for more than thirty (30) minutes must also obtain a temporary use permit from the City of Colleyville Community Development Department.

B. SAFETY EQUIPMENT FOR ICE CREAM TRUCKS OR OTHER VEHICLES VENDING FOOD PRODUCTS TO CHILDREN

1. Signs stating "WATCH FOR CHILDREN" or "SLOW CHILDREN CROSSING" must be posted on the front, back and both sides of the vehicle in at least four (4) inch letters of contrasting colors in distinctive lettering which is visible at three hundred (300) feet to the front and rear in normal sunlight upon a straight, level roadway or highway. Swing arms stating "Stop for Children" may be used as an option on the side of the vehicle in lieu of the signage with four (4) inch lettering.
2. A serving window capable of being closed when not in use must be provided and located on the curbside only.
3. The vehicle must be provided with left and right outside rear view mirrors, as well as two (2) additional outside wide-angle mirrors on the front and back of the vehicle to enable the driver in his normal seated position to see around the entire vehicle and see the area in front of the vehicle obscured by the hood. Rear mirrors shall not be required if the vehicle is equipped with a no ride bumper.
4. All vehicles must have operable four-way, yellow flashing hazard lights to warn approaching drivers of children.
5. A rear bumper cover or a no ride bumper must be installed to prevent children from standing or jumping on the rear of the vehicle.
6. A trash receptacle to dispose of all litter that is generated from products sold from the mobile ice cream truck, mobile frozen dairy vendor, or other itinerant street vendor vehicle.

V. APPLICATION FOR PERMIT

A. COMMERCIAL HOME SOLICITATION

1. A person or organization seeking a permit for the purpose of conducting home solicitation shall file an application with the Colleyville Police Department. The application shall contain the following information:

- a. The full and legally recognized names and any associated aliases, logos, nicknames, and abbreviated names of the entity or person applying for a permit to solicit;
- b. Whether the person applying is an individual, partnership, corporation or association, and:
 - i. The business or residence address and telephone number of the applicant;
 - ii. If a partnership, the names of all partners and the principal business address and telephone number of each partner;
 - iii. If a corporation, the person applying shall state whether it is organized under the laws of this state, another state or is a foreign corporation, and must show the mailing address, business location, telephone number, name of the individual in charge of such corporation, and, if a foreign corporation, the place of incorporation;
 - iv. If an association, the application shall show the association's principal business address and telephone number, if any, and shall show names and principal business or residence addresses and telephone numbers of all members of the association unless they exceed ten (10) in number, in which case the application shall so state and the person registering may alternatively list the name and principal business or residence addresses and telephone numbers of the officers and directors or trustees of the association;
 - v. If the association is a part of a multistate organization or association, the mailing address and business location of its central office shall be given, in addition to the mailing address and business location of its local office.
- c. The names, mailing address and telephone number of all individuals who will be in direct charge or control of the solicitation;
- d. The time period within which the solicitation is to be made, giving the date of the beginning of solicitation and its projected conclusion and the specific location(s);
- e. A description of the methods and means by which the solicitation is to be accomplished;
- f. The type of merchandise to be sold or offered for sale or the nature of the services to be furnished;
- g. Whether such applicant, upon any such order so obtained, will demand, accept or receive payment or deposit of money in advance of final delivery;

- h. A permit will not be issued if there is an affirmative statement as to whether the applicant has ever been:
 - i. Convicted of or pleaded nolo contendere to a misdemeanor involving fraud, theft, embezzlement, burglary, fraudulent conversion, or misappropriation of property within the preceding ten (10) years, or convicted of or pleaded nolo contendere to any felony;
 - ii. Found liable in a civil or administrative action in which the complaint or petition alleged fraud, theft, embezzlement, fraudulent conversion, misappropriation of property, or the use of untrue or misleading representations in an attempt to sell or dispose of property or to obtain money or a thing of value from another;
 - iii. Found liable under any law regarding the use of unfair, unlawful, or deceptive business practices; or
 - iv. Subject to an injunction or restrictive court order relating to business activity as the result of an action brought by a federal, state, or local public agency, including an action affecting a vocational license;
 - i. The names of any cities where the applicant has worked in the previous three hundred and sixty-five (365) days;
 - j. Two full-face photographs of each applicant, two (2) inches square;
 - k. A copy of a valid state tax sales certificate, if applicable;
 - l. An authorization to conduct a criminal background check on the applicant;
 - m. Any other information which the City deems necessary for the administration of this ordinance.
- 2. The application must be signed by the applicant and accompanied by a non-refundable application fee of \$15.00 and a permit fee of \$50.00, if approved. Such application shall also show satisfactory written proof of the individual's authority to represent the company.
 - 3. Information provided by applicant will be subject to verification by the Police Department.
 - 4. Failure to provide a complete and thorough application or falsification of any part of the application shall be grounds for the denial or revocation of a permit.
 - 5. After review of the permit application and within ten (10) business days of the receipt of the application, the chief of police or his designee shall either issue a permit, as provided in this ordinance, or notify the person applying

that the application does not comply with the requirements of this ordinance, specifying why the application is incomplete or otherwise does not comply.

6. If the applicant is fifteen (15) years of age or less, a copy of the parental consent form required by Section 51.0145 of the Texas Labor Code and the name, address and telephone number of all persons who will be responsible for supervising the activities of the applicant must be provided.
7. A permit granted under this article shall be valid only until the termination of the solicitation period specified in the permit or for one hundred eighty (180) days, whichever is less, but may be renewed once for one hundred eighty (180) days, if made within the initial one hundred eighty (180) day period of the original permit. Each application for renewal must verify permit information as correct and provide copies of sales tax returns for the prior permit period.
 - a. A permit renewal application shall be \$25.00 if submitted within one hundred eighty (180) days of the original application.

B. COMMERCIAL HOME DISTRIBUTION

1. No person shall engage in a commercial home distribution without having a valid, current permit issued under the provisions of this ordinance by the chief of police. The application shall contain the following:
 - a. The name, date of birth and mailing address of the person(s) applying;
 - b. The name, mailing address and phone number of the handbill sponsor and company organizing the distribution of same;
 - c. The time period and locations within which commercial home distributions will be made, including the proposed beginning date and the projected date of conclusion, and an estimate of how often the applicant will distribute during the permit period;
 - d. A description of the methods and means by which the commercial home distributions will be accomplished;
 - e. A description of the goods or services to be sold or offered through the distribution;
 - f. If the applicant is fifteen (15) years of age or less, a copy of the parental consent form required by Section 51.0145 of the Texas Labor Code and the name, address, and telephone number of all persons who will be responsible for supervising the activities of the applicant must be provided;
 - g. A permit will not be issued if there is an affirmative statement as to whether the applicant has ever been:

- i. Convicted of or pleaded nolo contendere to a misdemeanor involving fraud, theft, embezzlement, burglary, fraudulent conversion, or misappropriation of property within the preceding ten (10) years, or convicted of or pleaded nolo contendere to any felony;
 - ii. Found liable in a civil or administrative action in which the complaint or petition alleged fraud, theft, embezzlement, fraudulent conversion, misappropriation of property, or the use of untrue or misleading representations in an attempt to sell or dispose of property or to obtain money or a thing of value from another;
 - iii. Found liable under any law regarding the use of unfair, unlawful, or deceptive business practices; or
 - iv. Subject to an injunction or restrictive court order relating to business activity as the result of an action brought by a federal, state, or local public agency, including an action affecting a vocational license;
- 2. It shall be unlawful for any person to file an application for a commercial home distribution permit that contains any false statement of fact.
- 3. The names of any cities where the applicant has worked in the previous three hundred and sixty-five (365) days.
- 4. The application for the permit must be signed by the applicant and accompanied by a non-refundable application fee of \$15.00 and a permit fee of \$50.00, if approved. Such application shall also show satisfactory written proof of the individual's authority to represent the company.
- 5. It shall be unlawful for any person to engage in a commercial home distribution without carrying the permit required by this ordinance on his or her person while so engaged or to display a permit issued in the name of another person.
- 6. After review of the permit application and within ten (10) business days of the receipt of the application, the chief of police or his designee shall either issue a permit, as provided in this ordinance, or notify the person applying that the application does not comply with the requirements of this ordinance, specifying why the application is incomplete or otherwise does not comply.
- 7. A permit granted under this article shall be valid only until the termination of the solicitation period specified in the permit or for one hundred eighty (180) days, whichever is less, but may be renewed once for one hundred eighty (180) days, if made within the initial one hundred eighty (180) day period of the original permit. Each application for renewal must verify permit information as correct and provide copies of sales tax returns for the prior permit period.

- a. A permit renewal application shall be \$25.00 if submitted within one hundred eighty (180) days of the original application.

C. GROUP REGISTRATION (applies to Commercial Home Distribution permits only)

1. A person may apply for a group registration applicable to two (2) or more persons who desire to engage in commercial home distributions.
2. The registration application shall contain all of the information required above for each person who will be engaging in commercial home distributions under the group registration.
3. The application must be signed by a person responsible for the group application and shall be accompanied by a non-refundable application fee of \$15.00 and an additional permit fee of \$15.00 for each person to be included under the group application.
4. Provided that, if the applicant registers ten (10) or more persons under a group application, the additional permit fee shall be \$10.00 per person. The applicant for group registration shall provide each person distributing under the applicant's registration an identification badge to be worn and displayed while the person is engaging in a commercial home distribution.

D. ITINERANT VENDORS

1. Every driver or person desiring a permit to conduct sales activity in the City as a mobile ice cream truck, mobile frozen dairy vendor, or other itinerant street vendor shall make a written application therefore to the chief of police. The application shall be made on a form approved by the chief of police, accompanied by a non-refundable \$15.00 application fee and a \$50.00 permit fee if approved, and state the following:
 - a. Name and business address and phone number of applicant;
 - b. Name, address and phone number of the person, firm or corporation the applicant is representing; the agent or service of process of a corporation and/or name and address of any owner of a business not incorporated and the assumed name of said business filed in the index in the county of its home office, for any business;
 - c. Attached to the application shall be a certified original copy of the sales tax permit issued by the comptroller of the state;
 - d. Statement of the kind, type and character of solicitation and/or the goods that applicant will offer for sale, and state whether the purchaser of such wares or goods shall be required to make any deposit or advance payment of purchase price before delivery and a complete and full statement of the delivery date;

- e. The period of time the applicant requests to sell or solicit in the City;
 - f. Location or area of the City where sales activity will be conducted;
 - g. List of all convictions of all felonies and misdemeanors and violations of this article of applicant and representatives, stating the offense, city and state, the court of conviction and the punishment imposed;
 - h. Name and phone number of three (3) character witnesses for applicant who can be contacted within forty-eight (48) hours;
 - i. If sales are to be conducted from one (1) or more stationary locations the applicant shall submit written consent of the property owner or its authorized agent consenting to applicant's use of such private property for sales activity indicated in the permit application;
 - j. Names of each employee, agent, or representative for whom the applicant will sell, offer, exhibit or solicit orders for the sale of goods, wares or merchandise for or on behalf of the applicant;
 - k. The name of all cities in which the applicant has conducted sales activity in the last three hundred sixty-five (365) days.
2. No itinerant street vendor permit of any kind shall be granted unless:
- a. The applicant is at least eighteen (18) years of age, has a valid state issued driver license;
 - b. The applicant has no active suspension on his or her driving privileges in any state;
 - c. No permit shall be issued if the applicant has been convicted of or pleaded nolo contendere to any felony.
3. Before a permit is issued by the chief of police, the applicant will be required to furnish a policy of liability insurance, in the amount of \$250,000 per incident. This policy must include a provision that the City will be notified within thirty (30) days if this policy of insurance is to be cancelled for any reason.
- a. Cancellation of an insurance policy for a mobile ice cream truck, mobile frozen dairy vendor, or other itinerant street vendor shall be an automatic revocation of the permit issued to that mobile ice cream truck, mobile frozen dairy vendor, or other itinerant street vendor.
 - b. Cancellation of an insurance policy for any company that operates any mobile ice cream truck, mobile frozen dairy vendor, or other itinerant street vendor shall be an automatic revocation of all City permits issued to all mobile ice cream trucks, mobile frozen dairy

vendors, or other itinerant street vendors operated by that company.

4. Vehicles must be in good condition and have a current safety inspection sticker from the Texas Department of Motor Vehicles.
5. Any itinerant vendor handling or selling non-prepackaged food must also possess a current Tarrant County Public Health Department Food Handler Card. Proof of an annual health department inspection shall be provided at the time of permit application. The inspection shall be performed by a registered sanitarian licensed in the State of Texas and employed with a county or city health department in the State of Texas.
6. When the application is approved, the mobile ice cream truck, mobile frozen dairy vendor, or other itinerant street vendor's permit shall be issued in card form. The photograph of the driver shall be attached to the card.
 - a. Each driver will be given a mobile ice cream truck, mobile frozen dairy vendor, or other itinerant street vendor permit number, which will be on such permit. This card shall be posted in a prominent place in the mobile ice cream truck, mobile frozen dairy vendor, or other itinerant street vendor vehicle and shall be shown to any customer, police officer, or code enforcement officer upon request.
 - b. A copy of the permit shall be posted in the mobile ice cream truck, mobile frozen dairy vendor, or other itinerant street vendor vehicle at all times.
7. A permit granted under this article shall be valid for one year – from between January 1 and December 31 regardless of the date of application. Each application for renewal must verify permit information as correct and provide copies of sales tax returns for the prior permit period.

VI. EXEMPTION FROM PERMIT FEES

- A. The permit fees shall not be required of: charitable solicitations, ordinary commercial travelers who sell or exhibit for sale goods, wares, or merchandise to persons selling and dealing in the same within the City, or individuals who file a statement with the police department indicating their indigent status.

VII. INVESTIGATION OF THE APPLICANT

- A. In addition to all permit fees, each applicant for any type of permit in this ordinance shall pay a non-refundable fee of \$15.00 to cover the cost of conducting a criminal background check on the applicant(s).
- B. It shall be the duty of the chief of police or his designee to investigate each applicant for a permit under this ordinance before issuance of such a permit based on a review of the applicant's background.

VIII. ISSUANCE, DENIAL, REVOCATION

- A. The chief of police or his designee shall issue the applicant a commercial home solicitation, commercial home distribution, or itinerant vendor permit if the chief determines that the application has been fully and accurately completed, the permit application fee has been paid, and that the applicant has satisfied each requirement of this ordinance. If not, the chief may deny the permit.
- B. A commercial home solicitation, commercial home distribution, or itinerant vendor permit may be revoked if the chief of police so determines that reasonable cause exists to believe that:
 - 1. A statement of fact contained in the application was false or materially misleading;
 - 2. The permit holder has failed to comply with any of the provisions of this ordinance;
 - 3. Any of the conditions of this ordinance is, or has become applicable to the permit holder; or
 - 4. The permit holder has engaged in a commercial home solicitation or commercial home distribution that involves the use of false, misleading, fraudulent, or deceptive acts.
- C. The chief of police or his designee shall provide notice of the revocation by certified mail, personal service, or courier-receipted commercial delivery sent to the address provided on the permit holder's application.
- D. The permit holder may appeal the denial or revocation of a permit to the chief of police by filing a written notice of appeal with the chief of police within ten (10) business days of delivery of notice of the denial or revocation. The chief of police shall render a decision on the appeal within five (5) business days of the date of the receipt of the appeal. The decision of the chief of police shall be final. A revocation shall remain in effect for a period of one (1) year, during which time the permit holder may not be issued another commercial home solicitation, commercial home distribution, or itinerant vendor permit.

IX. EXEMPTIONS TO PERMITTING REQUIREMENTS

- A. The following shall be exempt from the permitting requirements of this ordinance:
 - 1. Religious organizations exclusively for the distribution of literature and other items for the purpose of proselytizing, provided that no fees are charged and no donations are solicited;
 - 2. Anonymous political speech;
 - 3. Charitable purpose;
 - 4. The provisions of this ordinance shall not apply to sales made under authority and by order of law, nor to persons, or their authorized representatives, who have previously established with the owners or occupants of such private residences or property a regular business, trade, service or other contractual relationship;

5. Any operation, which is exempted by state or federal statute from this ordinance, is exempt only to the extent of such applicable exemption;
6. Any person claiming to be legally exempt from the provisions of this ordinance, including the payment of the permit or investigation fee shall make such a claim in writing to the chief of police citing the applicable statute or authority, and providing proof of its applicability.

X. PENALTIES

- A. Any person violating any provision of this ordinance or failing to observe any provisions of this ordinance shall have their permit revoked immediately and will not be entitled to reapply for a period of one (1) year from the date of the revocation. In the event of such forfeiture of permit, no part of such permit fee as may have been so paid shall be refunded to such person, and;
- B. Any person, firm or corporation violating any of the terms or provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine in a sum not to exceed \$500 for each offense, and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.
 1. In case of any willful violation of any of the terms and provisions of this ordinance, the City, in addition to imposing the penalties above provided, may institute any appropriate action or proceeding in any court having proper jurisdiction, to restrain, correct or abate such violations; and the definition of any violation of the terms of this ordinance as a misdemeanor, shall not preclude the City from invoking the civil remedies given it by the laws of the state, but same shall be cumulative and subject to prosecution as hereinabove prescribed for such violations.

ORDINANCE O-13-1892

AN ORDINANCE OF THE CITY OF COLLEYVILLE AMENDING THE CODE OF ORDINANCES CHAPTER 70, ARTICLE II, SECTION 70-28, RELATING TO HOME SOLICITATION, DISTRIBUTION, AND MISCELLANEOUS SALES; PROVIDING FOR A PENALTY BY FINE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500); PROVIDING A SAVINGS CLAUSE; REPEALING CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Colleyville, Texas, is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City of Colleyville currently regulates commercial home solicitation and commercial home distribution on private property in a manner to promote good order and protect citizens and non-citizens, while at the same time maintaining a person's First Amendment right to communicate through that medium; and

WHEREAS, the City Council finds that the regulations provided by this ordinance are necessary to promote the City's legitimate and compelling interests and are provided without reference to the content of any message; and

WHEREAS, the City Council finds that the City has a legitimate and compelling interest in protecting the privacy of its residents in a most important place, the homestead; and

WHEREAS, the City Council determines that preserving the sanctity of the home, including the right to be free from unwanted and unwelcome intrusion, is a compelling governmental interest; and

WHEREAS, the City Council finds that the City has a legitimate and compelling interest in preventing undue annoyance of its residents; and

WHEREAS, the City Council finds that the City has a legitimate and compelling interest in protecting its residents from crime; and

WHEREAS, the City Council finds door-to-door activities pose an inherent risk of crime; and

WHEREAS, the City Council finds that curfew regulations limiting the hours and days when a person may solicit, peddle, or distribute on private property are necessary to prevent undue annoyance of its residents and to protect the sanctity of citizens' homes; and

WHEREAS, the City Council finds that posting "no-solicitation" or similar signs alone is inadequate to protect its citizen's from undue annoyance; and

WHEREAS, the City Council finds that curfew regulations limiting the hours and days when a person may solicit, peddle, or distribute on private property are necessary to prevent crime to property and persons and to protect the health and safety of persons engaged in solicitation or distribution; and

WHEREAS, the City Council finds the regulations of this ordinance do not prevent door-to-door activity and that ample alternative channels of communication exist beyond the curfew requirements, including, but not limited to door-to-door solicitation between the hours of 9:00 a.m. and 4:30 p.m. on non-holidays Monday through Saturday, solicitation via telephone and other electronic communication, public solicitation outside of the privacy of citizens' doorsteps, and solicitation via direct mail, television, radio, and internet; and

WHEREAS, the City Council finds that the time after 4:30 p.m. and before 9:00 a.m. is when calls for crime-related assistance are consistently higher and the curfew provisions are necessary to assist with crime prevention by enabling the City's police officers to respond to other crime-related calls in the evening and night; and

WHEREAS, the City Council finds that an unanticipated visit by a stranger on citizens' doorsteps is capable of causing fear and suspicion, resulting in a call for service, and that these calls for service can be better handled by the Police Department during the hours between 9:00 a.m. and 4:30 p.m.; and

WHEREAS, the City Council finds the regulations provided in this ordinance allow the Police Department to focus its operations on crime-related activity, as opposed to calls for service in response to

door-to-door solicitation, during the evening, night, and early morning hours when calls for service naturally increase; and

WHEREAS, the City Council finds the regulations provided in this ordinance are an integral component of the City's safety plan and that crime prevention efforts would be less effective without the provisions of this ordinance; and

WHEREAS, the City Council finds that regulations requiring persons who engage in door-to-door contact with its citizens to obtain a permit are necessary to prevent crime to property and persons; and

WHEREAS, the City Council is authorized to adopt ordinances to protect the health, safety, and welfare of its citizens; and

WHEREAS, the City Council has determined that it is a necessity to regulate activities as provided for herein to safeguard the public; and

WHEREAS, the City Council is authorized by law to adopt the provisions contained herein, and has complied with all the prerequisites necessary for the passage of this Ordinance; and

WHEREAS, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including but not limited to the Open Meetings Act; and

WHEREAS, the purposes of this Ordinance are to promote the public health, safety, and general welfare of the citizens of the City of Colleyville.

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

- Sec. 1. THAT all of the above premises are found to be true and correct and are hereby incorporated into the body of this ordinance as if copied in their entirety herein.
- Sec. 2. THAT Chapter 70 of the Code of Ordinances is hereby amended in its entirety and replaced with the attached Exhibit "A".
- Sec. 3. THAT any person, firm, or corporation violating any provision of

this ordinance shall be deemed guilty of a misdemeanor and shall upon final conviction thereof be fined in the amount not to exceed five hundred dollars (\$500.00). Each and every day any such violation shall continue shall constitute a separate violation hereunder.

- Sec. 4. THAT if any section, sentence, clause, or phrase of this ordinance be declared unconstitutional for any reason, it shall not affect the constitutionality and the validity of any other section, sentence, clause, or phrase, and the City Council declares that it would have passed all other sections, sentences, clauses, or phrases of this ordinance notwithstanding the unconstitutionality or invalidity of any paragraph, section, sentence, clause or phrase hereof.
- Sec. 5. THAT all ordinances or any parts thereof in conflict with the terms of this ordinance shall be and hereby are deemed repealed and of no force or effect; provided, however, that the ordinance or ordinances under which the cases currently filed and pending in the Municipal Court of the City of Colleyville, Texas, shall be deemed repealed only when all such cases filed and pending under such ordinance or ordinances have been disposed of by a final conviction or a finding of not guilty or nolo contendere, or dismissal.
- Sec. 6. THAT the effective date of this ordinance shall be immediate upon its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 2nd day of October 2013.

The first reading and public hearing being conducted on the 15th day of October 2013.

ATTEST:

APPROVED:

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C.G. Boyle
City Attorney

Exhibit "A"

PEDDLERS, SOLICITORS, AND MISCELLANEOUS SALES

I. SOLICITATION GENERALLY

The purpose of this ordinance is to secure the general health, safety, and welfare for the residents of the City of Colleyville by:

Prohibiting door-to-door solicitation at residences during the times when such activity is most intrusive and disruptive to citizens' privacy;

Regulating the locations in which solicitation activity may occur to promote safety and minimize congestion;

Regulating the manner in which any solicitation activity may occur to promote good order, and protect citizens from aggressive and intimidating practices; and

Requiring solicitors to obtain permits from the City to aid in crime detection and deter deceptive practices and fraud.

II. DEFINITIONS

A. The following words and phrases, when used in this ordinance, shall have the meanings ascribed to them by this section:

1. *Charitable purpose* shall mean philanthropic, religious, or other nonprofit objectives, including the benefit of poor, needy, sick, refugee, or handicapped persons; the benefit of any church or religious society, sect, group, or order; the benefit of a patriotic or veterans' association or organization; the benefit of any fraternal, social, or civic organization, or the benefit of any educational institution. "Charitable purpose" shall not be construed to include any direct benefit to the individual making the home solicitation, to include the benefit of any political group, or political organization, which is subject to financial disclosure under state or federal law.
2. *Commercial home solicitation or soliciting* means the solicitation at a residence through the attempt or act of asking, bartering, or communicating in any manner for the purpose of selling or offering to sell goods, services, or

realty for a for-profit purpose, which includes promoting, advertising, receiving or obtaining money, gifts or items of value for said individual or group of individuals, or for-profit organization, club, company, corporation.

3. *Commercial home distribution or distribute* means the door-to-door distribution of advertisements or handbills (other than through the United States mail).
4. *Dusk* means thirty (30) minutes after sunset.
5. *Handbill* means and includes any printed or written matter, any sample or device, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original, or copies of any matter or literature.
6. *Handbill distributor* means and includes any person engaging or engaged in the business for hire or gain of distributing handbills, other than newspapers distributed to subscribers thereof, and any person receiving compensation directly or indirectly for the distribution of such handbills.
7. *Handbill sponsor* means and includes any person, firm, or corporation who utilizes handbills as a medium of advertising or spreading a message.
8. *Itinerant operations* shall mean and refer to the conduct of business operations at one or more locations or properties throughout the day, provided that the mobile vendor does not remain or linger at any particular property or location for longer than thirty (30) minutes.
9. *Itinerant vendor* shall mean any person who sets up and operates a temporary business on privately owned property, whether improved or unimproved, in the City, soliciting, selling, or taking orders for, or offering to sell or take orders for any goods or services.

10. *Mobile frozen dairy food vendors* shall mean any person who operates a vehicle on the streets of the City for the purposes of soliciting sales of frozen dairy food, either made or produced at the time of the sale, or prepackaged and wrapped in a covering.
11. *Mobile ice cream truck* is a mobile food unit that operates from a motor vehicle and sells only prepackaged, single-portion, ice cream or frozen confections.
12. *Peddler* shall mean any person traveling by foot, wagon, vehicle, or any other type of conveyance from street to street carrying, conveying, or transporting goods, wares, or merchandise and offering or exposing them for sale, or making sales and delivering articles to purchasers; or who, without traveling from place to place, exhibits, displays, sells, or offers for sale, such products from a wagon, handcart, pushcart, motor vehicle, conveyance, or from his person, while on the public right-of-way of the City of Colleyville. A peddler also includes any street vendor, itinerant vendor, or transient vendor.
13. *Public right-of-way* for the purposes of this ordinance shall mean a legally established area or strip of land, either public or private, on which an irrevocable rite of passage has been recorded, and which is occupied, or intended to be occupied, by a street, utility service, water main, sanitary or storm sewer main, or other similar use. Right-of-way also includes the travel portion of the roadway and all traffic medians.
14. *Residential street* means a thoroughfare or public driveway, other than an alley, not on the City's Master Thoroughfare Plan, which has been dedicated or deeded to the public for general use and affords a principal means of vehicular or other access to property abutting thereon.
15. *Temporary business* means one that continues for forty-five (45) days or less; and, exists whether solicitation is from a stand, vehicle, or freestanding. Any business that exists more than forty-five (45) days shall be deemed to be a permanent occupancy and is required to obtain a

certificate of occupancy from the Community Development Department.

16. *Transient vendor* shall mean vendors who sell items for a limited time and have no permanent place of business at that location. Examples of places where transient vendor sales may take place are at fairs, bazaars, flea markets, art or craft shows, or concerts.

III. COMMERCIAL HOME SOLICITATION AND COMMERCIAL HOME DISTRIBUTION

A. COMMERCIAL HOME SOLICITATION AND COMMERCIAL HOME DISTRIBUTION ON PRIVATE PROPERTY

1. It shall be unlawful for any person to conduct commercial home solicitation or commercial home distribution upon residential property within the City without first obtaining a written permit as prescribed by this ordinance.
2. It shall be unlawful to approach any part of a residence other than the front door.
3. It shall be unlawful to solicit, peddle, or distribute on residential property prior to 9:00 a.m. or after 4:30 p.m. of any day Monday through Saturday, or any time on Sunday, or any other federally designated holiday; or
 - a. On any day where the Department of Homeland Security has issued a formal alert regarding a specific or credible terrorist threat, resulting in an imminent or elevated threat level, the chief of police may suspend any commercial home solicitation or commercial home distribution activities until such time that the threat level is rescinded; or
 - b. This section shall not apply to a visit to the premises as a result of a request or invitation made by the occupant, invitation of the owner of the property, or a person residing on the premises.

4. It shall be unlawful for any person(s), handbill distributors, or commercial home solicitors to distribute or cause to be distributed, deposited, placed, thrown, scattered, or cast, any handbill upon any residential property except:
 - a. By handing or transmitting such handbill directly to the owner or occupant then present in or upon such private premises; or
 - b. By placing or depositing the same in a manner to secure and prevent such handbill from being blown or drifting about such premises, except that mailboxes may not be used when prohibited by federal postal laws or regulations.
5. It shall be unlawful for any person to distribute or cause to be distributed, deposited, placed, thrown, scattered, or cast any handbill upon any residential property or to go upon any residential premises for the purpose of commercial home solicitation; or commercial home distribution; and ring the doorbell, knock upon the door or create any sound for the purpose of attracting the attention of the occupants of the residence if:
 - a. Requested by anyone thereon not to do so; or
 - b. If there is placed on such premises in a conspicuous place upon or near the main entrance to the residence, a weatherproof sign, not less than three (3) inches by four (4) inches in size bearing the words "no trespassing," "no peddlers," "no advertisements," "no solicitation," "no handbills," or any similar notice indicating in any manner that the occupants of such premises do not desire to have any such handbills left upon their premises. The letters on such signs shall be not less than two-thirds (2/3) of an inch in height.
6. It shall be unlawful for any person to employ, use, or otherwise put into service, a child who is fifteen (15) years of age or less to engage in a commercial home solicitation or commercial home distribution, unless the child is soliciting or distributing within 1,000 feet of the child's home, or the child is actively supervised by an adult at least

eighteen (18) years of age who is within one hundred (100) feet of the child, or who has written consent from a parent or legal guardian for a charitable purpose.

7. No person shall leave any unsolicited pamphlet, unsolicited brochure, unsolicited flyer, unsolicited package, or unsolicited printed advertisement at a residence at a place further than five (5) feet from the front door of the residence.

B. DISPLAY OF IDENTIFICATION

1. The person(s) in charge of conducting commercial home solicitation or commercial home distribution shall ensure that all commercial home solicitors, or commercial home distributors involved, possess on their person photo identification, such as a valid driver license, or other valid governmental identification that correctly identifies whom the solicitor/distributor is and for whom the solicitor/distributor is working.
2. It shall be unlawful for any commercial home solicitor(s) or commercial home distributor(s) to fail or refuse to show or display such identification upon the request of any person.
3. It shall be unlawful for any commercial home solicitors or commercial home distributors to engage in commercial home solicitation or commercial home distribution without having a copy of the permit in their possession, except that where the person who will be peddling or soliciting is fifteen (15) years of age or less.
 - a. Such person shall be supervised by a person who is over the age of eighteen (18) years of age and who shall obtain a license on behalf of the person to be supervised.
4. The permit holder must ensure that the permit is properly displayed while conducting peddling, commercial home solicitation, or commercial home distribution activities.
 - a. Properly displayed shall mean attached or hung so that the permit is clearly visible to the public and law enforcement officials.

5. It shall be unlawful for any person to conduct themselves as a commercial home distributor without wearing an orange traffic safety vest.

C. SOLICITATION IN SELECTED PUBLIC RIGHT-OF-WAY

1. It shall be unlawful for any person to solicit or to distribute handbills on, in, upon, or around any public right-of-way, with or without a permit.
2. Employees of the City of Colleyville are hereby exempt from the provisions of subsection 1 above, provided approval is first obtained from the city manager or their designee.

D. SOLICITATION FOR PURPOSES NOT SET OUT IN THE APPLICATION

1. It shall be unlawful for any commercial home solicitor to solicit for a purpose other than that set out in the application upon which the permit was issued.

IV. ITINERANT VENDORS

A. REQUIREMENTS

1. It shall be unlawful to operate a mobile ice cream truck, or any other itinerant street vendor vehicle in the City, and no person who owns or controls a mobile ice cream truck or itinerant street vendor vehicle shall permit it to be so operated at any time, unless the driver of said vehicle shall have first obtained, and shall then have in force, an itinerant street vendor permit, issued under the provisions of this ordinance.
2. All permits shall be for specific time periods, dates, and locations.
3. Mobile frozen dairy food vendors, mobile ice cream trucks, or other itinerant vendor vehicles are permitted to vend in an area for a short period of time and move to multiple other locations, providing they do not remain at a location

for more than thirty (30) minutes, without specific approval, as contained in the permit.

4. Sound equipment must be limited to music or human speech and can only be used between 11:00 a.m. and dusk each day.
5. Sound may not be broadcast within one hundred (100) yards of schools, hospitals, churches, courthouses, funeral homes, or cemeteries and shall meet all noise nuisance provisions contained in the Colleyville Code of Ordinances. Music must be played at a reasonably low volume while the unit is stopped for vending. If the unit is stopped for vending for more than ten (10) minutes, then music shall be turned off.
6. A sign or decal that is visible at all times with the business address and telephone number of the business permit holder printed on the side of the vehicle in letters of not less than two (2) inches in height.
7. Vehicles must be in good condition and have a current safety inspection sticker from the Texas Department of Motor Vehicles.
8. All itinerant vendors shall comply with all provisions of the Colleyville Code of Ordinances and Colleyville Land Development Code. Any itinerant vendor seeking to locate at a stationary point for more than thirty (30) minutes must also obtain a temporary use permit from the Community Development Department.

B. SAFETY EQUIPMENT FOR MOBILE ICE CREAM TRUCKS OR OTHER VEHICLES VENDING FOOD PRODUCTS TO CHILDREN

1. Signs stating "WATCH FOR CHILDREN" or "SLOW CHILDREN CROSSING" must be posted on the front, back, and both sides of the vehicle in at least four (4) inch letters of contrasting colors in distinctive lettering, which is visible at three hundred (300) feet to the front and rear in normal sunlight, upon a straight, level roadway, or highway. Swing arms stating "Stop for Children" may be

used as an option on the side of the vehicle in lieu of the signage with four (4) inch lettering.

2. A serving window capable of being closed when not in use must be provided and located on the curbside only.
3. The vehicle must be provided with left and right outside rear view mirrors, as well as two (2) additional outside wide-angle mirrors on the front and back of the vehicle to enable the driver, in his normal seated position, to see around the entire vehicle and see the area in front of the vehicle obscured by the hood. Rear mirrors shall not be required if the vehicle is equipped with a no ride bumper.
4. All vehicles must have operable four-way, yellow, flashing hazard lights to warn approaching drivers of children.
5. A rear bumper cover or a no ride bumper must be installed to prevent children from standing or jumping on the rear of the vehicle.
6. A trash receptacle to dispose of all litter that is generated from products sold from the mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor vehicle.

V. APPLICATION FOR PERMIT

A. COMMERCIAL HOME SOLICITATION

1. A person or organization seeking a permit for the purpose of conducting home solicitation shall file an application with the Police Department. The application shall contain the following information:
 - a. The full and legally recognized names and any associated aliases, logos, nicknames, and abbreviated names of the entity or person applying for a permit to solicit;
 - b. Whether the person applying is an individual, partnership, corporation, or association, and:

- i. The business or residence address and telephone number of the applicant;
 - ii. If a partnership, the names of all partners, the principal business address, and telephone number of each partner;
 - iii. If a corporation, the person applying shall state whether it is organized under the laws of this state, another state, or is a foreign corporation, and must show the mailing address, business location, telephone number, name of the individual in charge of such corporation, and, if a foreign corporation, the place of incorporation;
 - iv. If an association, the application shall show the association's principal business address and telephone number, if any, and shall show names and principal business or residence addresses, and telephone numbers of all members of the association unless they exceed ten (10) in number, in which case the application shall so state and the person registering may alternatively list the name and principal business or residence addresses, and telephone numbers of the officers and directors, or trustees of the association;
 - v. If the association is a part of a multi-state organization or association, the mailing address and business location of its central office shall be given, in addition to the mailing address and business location of its local office.
- c. The names, mailing address, and telephone number of all individuals who will be in direct charge or control of the solicitation;
 - d. The time period within which the solicitation is to be made, giving the date of the beginning of solicitation and its projected conclusion, and the specific location(s);
 - e. A description of the methods and means by which the solicitation is to be accomplished;

- f. The type of merchandise to be sold or offered for sale or the nature of the services to be furnished;
- g. Whether such applicant, upon any such order so obtained, will demand, accept, or receive payment, or deposit of money in advance of final delivery;
- h. A permit will not be issued if there is an affirmative statement as to whether the applicant has ever been:
 - i. Convicted of, or pleaded nolo contendere, to a misdemeanor involving fraud, theft, embezzlement, burglary, fraudulent conversion, or misappropriation of property within the preceding ten (10) years, or convicted of, or pleaded nolo contendere, to any felony;
 - ii. Found liable in a civil or administrative action in which the complaint, or petition alleged fraud, theft, embezzlement, fraudulent conversion, misappropriation of property, or the use of untrue or misleading representations in an attempt to sell or dispose of property, or to obtain money or a thing of value from another;
 - iii. Found liable under any law regarding the use of unfair, unlawful, or deceptive business practices; or
 - iv. Subject to an injunction or restrictive court order relating to business activity as the result of an action brought by a federal, state, or local public agency, including an action affecting a vocational license.
- i. The names of any cities where the applicant has worked in the previous three hundred and sixty-five (365) days;
- j. Two full-face photographs of each applicant, two (2) inches square;

- k. A copy of a valid state tax sales certificate, if applicable;
 - l. An authorization to conduct a criminal background check on the applicant;
 - m. Any other information, which the City deems necessary for the administration of this ordinance.
- 2. The application must be signed by the applicant and accompanied by a non-refundable application fee of \$15.00 and a permit fee of \$50.00, if approved. Such application shall also show satisfactory written proof of the individual's authority to represent the company.
 - 3. Information provided by applicant will be subject to verification by the Police Department.
 - 4. Failure to provide a complete and thorough application or falsification of any part of the application shall be grounds for the denial or revocation of a permit.
 - 5. After review of the permit application and within ten (10) business days of the receipt of the application, the chief of police, or his designee, shall either issue a permit, as provided in this ordinance, or notify the person applying that the application does not comply with the requirements of this ordinance, specifying why the application is incomplete, or otherwise does not comply.
 - 6. If the applicant is fifteen (15) years of age or less, a copy of the parental consent form required by Section 51.0145 of the Texas Labor Code and the name, address, and telephone number of all persons who will be responsible for supervising the activities of the applicant must be provided.
 - 7. A permit granted under this article shall be valid only until the termination of the solicitation period specified in the permit or for one hundred eighty (180) days, whichever is less, but may be renewed once for one hundred eighty (180) days, if made within the initial one hundred eighty (180) day period of the original permit. Each application for renewal must verify permit information as correct, and

provide copies of sales tax returns for the prior permit period.

- a. A permit renewal application shall be \$25.00, if submitted within one hundred eighty (180) days of the original application.

B. COMMERCIAL HOME DISTRIBUTION

1. No person shall engage in a commercial home distribution without having a valid, current permit issued under the provisions of this ordinance by the chief of police. The application shall contain the following:
 - a. The name, date of birth and mailing address of the person(s) applying;
 - b. The name, mailing address and phone number of the handbill sponsor and company organizing the distribution of same;
 - c. The time period and locations within which commercial home distributions will be made, including the proposed beginning date, the projected date of conclusion, and an estimate of how often the applicant will distribute during the permit period;
 - d. A description of the methods and means by which the commercial home distributions will be accomplished;
 - e. A description of the goods or services to be sold or offered through the distribution;
 - f. If the applicant is fifteen (15) years of age or less, a copy of the parental consent form required by Section 51.0145 of the Texas Labor Code and the name, address, and telephone number of all persons who will be responsible for supervising the activities of the applicant must be provided;
 - g. A permit will not be issued if there is an affirmative statement as to whether the applicant has ever been:

- i. Convicted of, or pleaded nolo contendere, to a misdemeanor involving fraud, theft, embezzlement, burglary, fraudulent conversion, or misappropriation of property within the preceding ten (10) years, or convicted of, or pleaded nolo contendere, to any felony;
 - ii. Found liable in a civil or administrative action in which the complaint or petition alleged fraud, theft, embezzlement, fraudulent conversion, misappropriation of property, or the use of untrue or misleading representations in an attempt to sell or dispose of property, or to obtain money or a thing of value from another;
 - iii. Found liable under any law regarding the use of unfair, unlawful, or deceptive business practices; or
 - iv. Subject to an injunction or restrictive court order relating to business activity as the result of an action brought by a federal, state, or local public agency, including an action affecting a vocational license.
- 2. It shall be unlawful for any person to file an application for a commercial home distribution permit that contains any false statement of fact.
- 3. The names of any cities where the applicant has worked in the previous three hundred and sixty-five (365) days.
- 4. The application for the permit must be signed by the applicant and accompanied by a non-refundable application fee of \$15.00 and a permit fee of \$50.00, if approved. Such application shall also show satisfactory written proof of the individual's authority to represent the company.
- 5. It shall be unlawful for any person to engage in a commercial home distribution without carrying the permit required by this ordinance, on his or her person, while so

engaged, or to display a permit issued in the name of another person.

6. After review of the permit application and within ten (10) business days of the receipt of the application, the chief of police or his designee shall either issue a permit, as provided in this ordinance, or notify the person applying that the application does not comply with the requirements of this ordinance, specifying why the application is incomplete or otherwise does not comply.
7. A permit granted under this article shall be valid only until the termination of the solicitation period specified in the permit or for one hundred eighty (180) days, whichever is less, but may be renewed once for one hundred eighty (180) days, if made within the initial one hundred eighty (180) day period of the original permit. Each application for renewal must verify permit information as correct and provide copies of sales tax returns for the prior permit period.
 - a. A permit renewal application shall be \$25.00, if submitted within one hundred eighty (180) days of the original application.

C. GROUP REGISTRATION (applies to Commercial Home Distribution permits only)

1. A person may apply for a group registration applicable to two (2) or more persons who desire to engage in commercial home distributions.
2. The registration application shall contain all of the information required herein for each person who will be engaging in commercial home distributions under the group registration.
3. The application must be signed by a person responsible for the group application and shall be accompanied by a non-refundable application fee of \$15.00 and an additional permit fee of \$15.00 for each person to be included under the group application.

4. Provided that, if the applicant registers ten (10) or more persons under a group application, the additional permit fee shall be \$10.00 per person. The applicant for group registration shall provide each person distributing under the applicant's registration an identification badge to be worn and displayed while the person is engaging in a commercial home distribution.

D. ITINERANT VENDORS

1. Every driver or person desiring a permit to conduct sales activity in the City as a mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor shall make a written application therefore to the chief of police. The application shall be made on a form approved by the chief of police, accompanied by a non-refundable \$15.00 application fee and a \$50.00 permit fee if approved, and state the following:
 - a. Name, business address, and telephone number of applicant;
 - b. Name, address, and telephone number of the person, firm, or corporation the applicant is representing; the agent or service of process of a corporation, and/or name and address of any owner of a business not incorporated, and the assumed name of said business filed in the index in the county of its home office, for any business;
 - c. Attached to the application shall be a certified original copy of the sales tax permit issued by the comptroller of the state;
 - d. Statement of the kind, type, and character of solicitation and/or the goods that applicant will offer for sale, and state whether the purchaser of such wares or goods shall be required to make any deposit or advance payment of purchase price before delivery, and a complete and full statement of the delivery date;

- e. The period of time the applicant requests to sell or solicit in the City;
 - f. Location or area of the City where sales activity will be conducted;
 - g. List of all convictions of all felonies and misdemeanors and violations of this article of applicant and representatives, stating the offense, city and state, the court of conviction, and the punishment imposed;
 - h. Name and phone number of three (3) character witnesses for applicant who can be contacted within forty-eight (48) hours;
 - i. If sales are to be conducted from one (1) or more stationary locations, the applicant shall submit written consent of the property owner, or its authorized agent consenting to applicant's use of such private property for sales activity indicated in the permit application;
 - j. Names of each employee, agent, or representative for whom the applicant will sell, offer, exhibit, or solicit orders for the sale of goods, wares, or merchandise for, or on behalf of, the applicant;
 - k. The name of all cities in which the applicant has conducted sales activity in the last three hundred sixty-five (365) days.
2. No itinerant street vendor permit of any kind shall be granted unless:
- a. The applicant is at least eighteen (18) years of age, has a valid state issued driver license;
 - b. The applicant has no active suspension on his or her driving privileges in any state;
 - c. No permit shall be issued if the applicant has been convicted of, or pleaded nolo contendere to, any felony.
3. Before a permit is issued by the chief of police, or his designee, the applicant will be required to furnish a policy

of liability insurance, in the amount of \$250,000 per incident. This policy must include a provision that the City will be notified within thirty (30) days if this policy of insurance is to be cancelled for any reason.

- a. Cancellation of an insurance policy for a mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor shall be an automatic revocation of the permit issued to that mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor.
 - b. Cancellation of an insurance policy for any company that operates any mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor shall be an automatic revocation of all City permits issued to all mobile ice cream trucks, mobile frozen dairy food vendors, or other itinerant street vendors operated by that company.
4. Vehicles must be in good condition and have a current safety inspection sticker from the Texas Department of Motor Vehicles.
5. Any itinerant vendor handling or selling non-prepackaged food must also possess a current Tarrant County Public Health Department Food Handler Card. Proof of an annual health department inspection shall be provided at the time of permit application. The inspection shall be performed by a registered sanitarian licensed in the State of Texas and employed with a county or city health department in the State of Texas.
6. When the application is approved, the mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor's permit shall be issued in card form. The photograph of the driver shall be attached to the card.
 - a. Each driver will be given a mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor permit number, which will be on such permit. This card shall be posted in a prominent place in the mobile ice cream truck, mobile frozen dairy food

vendor, or other itinerant street vendor vehicle, and shall be shown to any customer, police officer, or code enforcement officer upon request.

b. A copy of the permit shall be posted in the mobile ice cream truck, mobile frozen dairy food vendor, or other itinerant street vendor vehicle at all times.

7. A permit granted under this article shall be valid for one year – from between January 1 and December 31, regardless of the date of application. Each application for renewal must verify permit information as correct, and provide copies of sales tax returns for the prior permit period.

VI. EXEMPTION FROM PERMIT FEES

A. The permit fees shall not be required of charitable solicitations, ordinary commercial travelers who sell or exhibit for sale goods, wares, or merchandise to persons selling and dealing in the same within the City, or individuals who file a statement with the Police Department indicating their indigent status.

VII. INVESTIGATION OF THE APPLICANT

A. In addition to all permit fees, each applicant for any type of permit in this ordinance shall pay a non-refundable fee of \$15.00 to cover the cost of conducting a criminal background check on the applicant(s).

B. It shall be the duty of the chief of police, or his designee, to investigate each applicant for a permit under this ordinance, before issuance of such a permit based on a review of the applicant's background.

VIII. ISSUANCE, DENIAL, REVOCATION

A. The chief of police, or his designee, shall issue the applicant a commercial home solicitation, commercial home distribution, or itinerant vendor permit if the chief of police, or his designee determines that the application has been fully and accurately completed, the permit application fee has been paid, and that

the applicant has satisfied each requirement of this ordinance. If not, the chief of police, or his designee, may deny the permit.

- B. A commercial home solicitation, commercial home distribution, or itinerant vendor permit may be revoked if the chief of police so determines that reasonable cause exists to believe that:
 - 1. A statement of fact contained in the application was false or materially misleading;
 - 2. The permit holder has failed to comply with any of the provisions of this ordinance;
 - 3. Any of the conditions of this ordinance is, or has become applicable, to the permit holder; or
 - 4. The permit holder has engaged in a commercial home solicitation or commercial home distribution that involves the use of false, misleading, fraudulent, or deceptive acts.
- C. The chief of police, or his designee, shall provide notice of the revocation by certified mail, personal service, or courier-receipted commercial delivery sent to the address provided on the permit holder's application.
- D. The permit holder may appeal the denial or revocation of a permit to the chief of police by filing a written notice of appeal with the chief of police within ten (10) business days of delivery of notice of the denial or revocation. The chief of police shall render a decision on the appeal within five (5) business days of the date of the receipt of the appeal. The decision of the chief of police shall be final. A revocation shall remain in effect for a period of one (1) year, during which time the permit holder may not be issued another commercial home solicitation, commercial home distribution, or itinerant vendor permit.

IX. EXEMPTIONS TO PERMITTING REQUIREMENTS

- A. The following shall be exempt from the permitting requirements of this ordinance:
 - 1. Religious organizations exclusively for the distribution of literature and other items for the purpose of proselytizing,

provided that no fees are charged, and no donations are solicited;

2. Anonymous political speech;
3. Charitable purpose;
4. The provisions of this ordinance shall not apply to sales made under authority and by order of law, nor to persons, or their authorized representatives, who have previously established with the owners or occupants of such private residences or property a regular business, trade, service, or other contractual relationship;
5. Any operation, which is exempted by state or federal statute from this ordinance, is exempt only to the extent of such applicable exemption;
6. Any person claiming to be legally exempt from the provisions of this ordinance, including the payment of the permit, or investigation fee, shall make such a claim in writing to the chief of police, citing the applicable statute or authority, and providing proof of its applicability.

X. MISCELLANEOUS OCCASIONAL SALES OF NONFOOD ITEMS IN RESIDENTIAL ZONES

Occasional sales, whether classified as garage sales, yard sales, or any other display for sale of any other item not classified in this article in a noncommercial zoned district, such as personal items; trucks, automobiles, or tractors registered to a person residing on the premises; used household items or furniture; or any other item not grown, harvested, manufactured, processed, created, gathered, or otherwise produced on the premises, shall be permitted for not more than ten days per year, per premises. No signs shall be erected on property other than the location where the products are sold, or services are conducted.

XI. SALES ON PUBLIC RIGHT-OF-WAY PROHIBITED

No person may display products for sale or conduct the sale of products anywhere within the public right-of-way. (Ord. No. 0-95-1014, § 3, 1-2-96)

XII. TENTS AND TEMPORARY STRUCTURES

The erection of a tent or other temporary structure as a shelter for outdoor display and sales of food products shall meet the following requirements:

- (1) No tent or other temporary structure shall be erected within 20 feet of any property line, building, or other tent.
- (2) No tent or other temporary structure shall be erected in any fire lane, dedicated access road, right-of-way, or dedicated easement.
- (3) All tents and their appurtenances shall be securely roped, braced, and anchored to withstand the elements of weather against collapse.
- (4) All sections or parts of all tents shall be of flame-retardant material. This shall include all floor coverings, bunting, decorations, side wall coverings, and other effects.
- (5) Smoking shall not be permitted, and no smoking signs shall be posted at all entrance doors and where deemed necessary by the fire marshal.
- (6) No fireworks, open flame, nor any device emitting flame, or fire, or creating a glow, shall be permitted, or used.
- (7) Balloons or other similar devices that are filled with toxic, explosive, or flammable gases shall not be permitted in, or adjacent to, any tent or other temporary structure.
- (8) All exits shall be in accordance with, and comply with, the International Fire Code, as adopted by the City Council.
- (9) All exit signs shall be in accordance with, and comply with, the International Fire Code, as adopted by the City Council.
- (10) Exit illumination shall be in accordance with, and comply with, the International Fire Code, as adopted by the City Council.
- (11) All weeds, grass, vegetation, or other flammable materials shall be removed and not located within 30 feet of any tent, temporary structure, or their appurtenances.

- (12) Fire extinguishers shall be installed in accordance with, and comply with, the International Fire Code, as adopted by the City Council.

XIII. OUTDOOR DISPLAY AND SALES OF HOMEGROWN PRODUCE IN RESIDENTIAL DISTRICTS

The display and sale to the general public of fruits, vegetables, and other homegrown produce from private residences in noncommercial zoned districts may be conducted during the normal growing and harvesting season under the following restrictions:

- (1) A temporary sign advertising the products sold may be erected on the premises, in accordance with the sign code.
- (2) Homegrown or home-produced food products may consist of, but are not limited to, peaches, pears, apples, nuts, berries, eggs, tomatoes, beans, peas, grapes, or products processed on the premises from food items such as jams, jellies, preserves, candies, pies, juices, or any other edible food product.
- (3) Where fruits, vegetables, and other food items are to be displayed and sold for more than nine months per year, a special use permit shall be required in every zoning district.

XVI. PENALTIES

- A. Any person violating any provision of this ordinance or failing to observe any provisions of this ordinance shall have their permit revoked immediately and will not be entitled to reapply for a period of one (1) year from the date of the revocation. In the event of such forfeiture of permit, no part of such permit fee as may have been so paid shall be refunded to such person, and;
- B. Any person, firm, or corporation violating any of the terms or provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine in a sum not to exceed \$500.00 for each offense, and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.
 1. In case of any willful violation of any of the terms and provisions of this ordinance, the City, in addition to imposing the penalties above provided, may institute any

appropriate action or proceeding in any court having proper jurisdiction, to restrain, correct or abate such violations; and the definition of any violation of the terms of this ordinance as a misdemeanor, shall not preclude the City from invoking the civil remedies given it by the laws of the state, but same shall be cumulative and subject to prosecution as hereinabove prescribed for such violations.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6a

Agenda Date 10/15/2013

Number Ordinance O-13-1893

Type Ordinance

Department Community Development

Title

Consideration of a request for an amendment to the PUD-C-Planned Unit Development Commercial zoning and development requirements for Lot 1R, Block 1, of the Wildwood Estates Addition, located at 5700 Pool Road, Case ZC13-010

Explanation

First Reading and Public Hearing

The applicant is requesting an amendment to PUD-C-Planned Unit Development Commercial Ordinance O-12-1822, in order to modify certain conditions for 5700 Pool Road, located at the southwest corner of Pool Road and Hall-Johnson Road.

Existing Conditions and Zoning. The subject property is zoned PUD-C-Planned Unit Development Commercial and contains an athletic field, basketball court, covered pavilion, and parking lot. The zoning was approved on February 21, 2012 by Ordinance O-12-1822 (attached) and allows parking, athletic, and outdoor activities in conjunction with the Compass Church located at 2600 Hall-Johnson Road. The development of the property was completed on July 19, 2013, but has not received final approval from the City, pending the approval of the applicant's request.

The entire zoning case briefing from the City Council meeting held on February 21, 2012 is attached.

Applicant's Request. Per the attached Statement of Planning Objectives, the applicant is requesting the following modifications to the conditions in Ordinance O-12-1822:

1. Section 4(5)a- The applicant requests that the support columns for the pavilion be clad with masonry materials only up to approximately 6 feet in height. The applicant states that they are requesting this "for the aesthetic desires of the church". Section 4(5)a currently requires that all columns shall be constructed of masonry materials. Attached is an exhibit that shows the amended elevations for the pavilion. The columns currently contain no masonry and, instead, are composed of painted metal.

2. Section 4(6)b- The applicant requests that the requirement for an eight foot masonry screening fence along the southern property line be removed. The applicant states that since Ordinance O-12-1822 was passed, Compass Church has acquired the property to the south, so there is no longer a need to screen the property to the south.

The fence has not been built.

3. Section 4(6)c- The applicant requests that the requirement for a decorative eight foot tall open rail steel panel fence be revised to a six foot tall open rail fence. The applicant states that, "given the location and intended use, the fence will act as a sufficient barrier for ball, and players entering the vehicular parking area as well as the street". The fence is currently constructed as a six foot high wrought iron fence.

4. Section 4(7)b- The applicant requests that the requirement for a 20 foot landscape buffer along the southern property line be removed. Since Ordinance O-12-1822 was passed, Compass Church has acquired the property to the south and the applicant states that there is no longer a need to screen the property to the south. There is currently no landscape buffer along the southern property line. However, the required landscape buffer along the western property line is complete.

5. Section 4(8)a- The applicant requests that the verbiage "the developer shall replace and/or repair the existing five (5) foot sidewalk along Hall-Johnson Road and Pool Road" be revised to "the developer shall replace and/or repair the existing sidewalk along Hall-Johnson Road and Pool Road." The sidewalks along Hall-Johnson Road and Pool Road were in place prior to the development of the subject property. The sidewalk along Hall-Johnson Road is five (5) in width while the sidewalk along Pool Road is four (4) feet in width. Given the development of the property, all required sidewalks and trails must be built where none exist or improved to current standards where there are existing sidewalks or trails. Along Pool Road, according to both the Supplemental Sidewalk System Map and the Colleyville Pathways Plan (Trail #5), a ten (10) foot wide trail is required. As such, the existing four (4) foot sidewalk is not in compliance. The applicant is requesting the option to place the money for the trail into escrow in lieu of construction and leave the four foot sidewalk in place. The applicant has already repaired the damaged portions of the sidewalk per the requirements of Section 4(8)a.

The only ten foot wide portions of Trail #5 that currently exist are along the frontages of 5200 to 5212 Pool Road, approximately 2,200 feet south of the subject property.

With the exception of the Planning and Zoning Commission recommendations below, all of the requested amendments above are reflected in the proposed ordinance. All other development conditions of Ordinance O-12-1822 and the Land Development are in compliance on the subject property.

Surrounding Properties. The surrounding properties include the following uses: a Compass Church annex to the east in the City of Grapevine, the primary Compass Church campus to the north, and single family residential uses to the west and south of the subject property.

Public Notification. Staff mailed notices to 15 adjacent property owners regarding this request and a courtesy notice was mailed to the City of Grapevine. All school

districts within the City of Colleyville were notified per state law that was effective with the most recent legislative session. Notice was published in the *Fort Worth Star-Telegram* as required by state law, and the Land Development Code. Staff has received no correspondence regarding this request to date.

Planning and Zoning Commission Recommendation. The Planning and Zoning Commission recommended approval of this request at the September 23, 2013 meeting by a vote of 4-0, subject to the following conditions:

- (1) The requirement that the support columns for the main pavilion be composed of masonry materials is hereby deleted.
- (2) The deletion of the screening fence and landscape buffer requirement on the south property line of the subject property is approved until such time that the adjacent properties south of the subject property are developed as residential properties; wherein said requirement shall apply.

These conditions have been added to the proposed ordinance.

Summary. The development of the property is complete, and the proposed amendments relate to conditions that are currently not in compliance on the subject property. If the request is approved, a final inspection may be approved on the subject property.

Financial Impact

There is no financial impact to the City.

Recommendation

Approval with the following conditions:

1. AMENDMENTS TO ORDINANCE O-12-1822

a. The following amendments to Ordinance O-12-1822 are hereby authorized:

- (1) Section 4(5)a: the requirement that the support columns be constructed of masonry materials is hereby deleted.
- (2) Section 4(6)b: this section shall only apply if the adjacent properties to the south of the subject property are developed as residential properties, at which time the screening fence must be constructed prior to the final inspection of any adjacent residential development.
- (3) Section 4(6)c: A decorative six (6) foot open rail steel panel fence shall extend along the northern property line along Hall-Johnson Road.
- (4) Section 4(7)b: The requirement for a 20 foot landscape buffer along the southern

property line is hereby deleted.

(5) Section 4(8)a: the term "five (5) feet" is hereby deleted from this section.

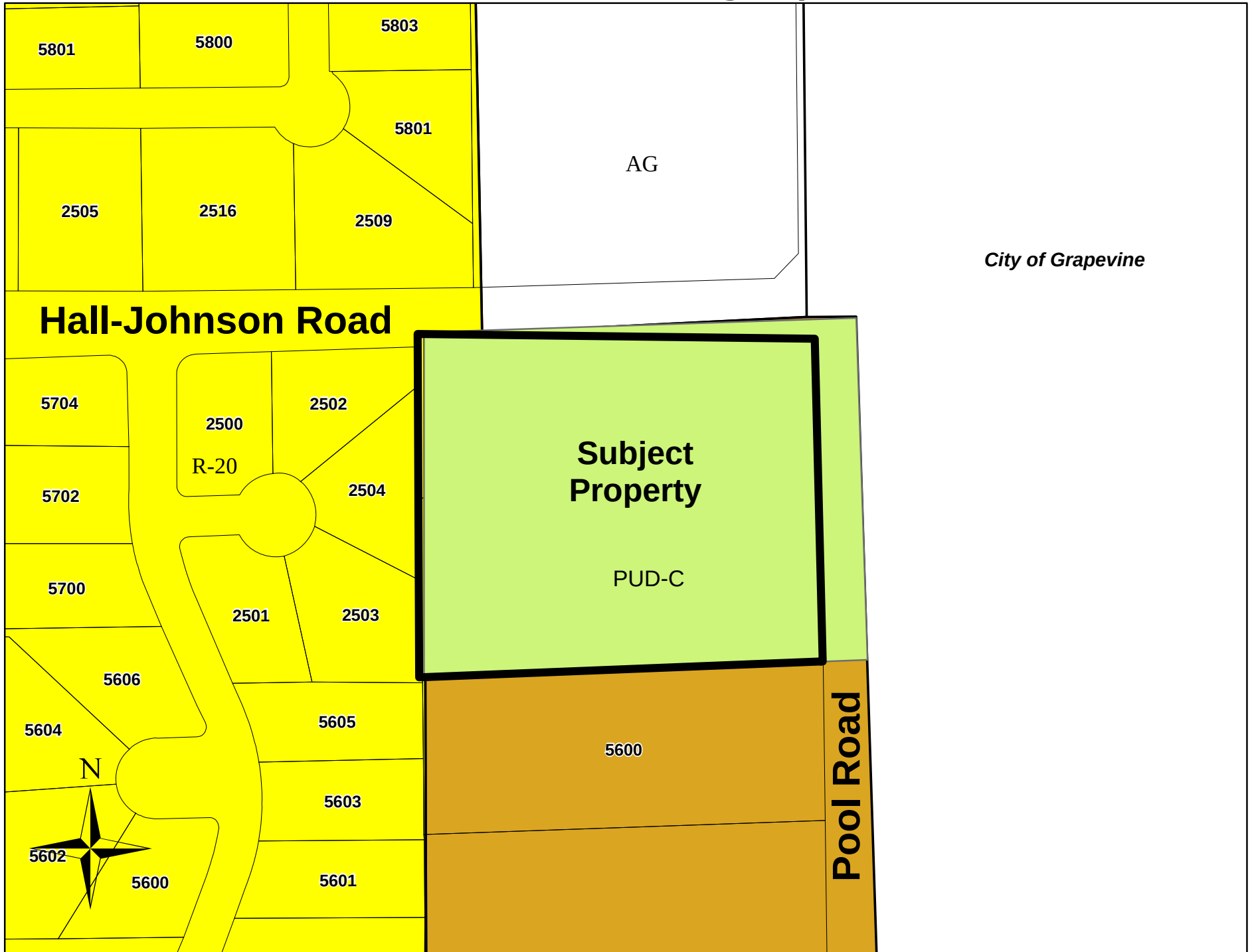
2. GENERAL

a. In lieu of construction, the developer may place into escrow the cost to construct the required ten (10) foot trail along Pool Road per the requirements of the Land Development Code. Said escrow payment, or construction, shall occur prior to the issuance of the final certificate of occupancy.

Attachments

1. Location and Zoning Map
2. Aerial
3. Buffer Map
4. Notification List
5. Statement of Planning Objectives
6. Amended Site Plan
7. Amended Pavilion Elevations
8. Original Case Briefing - 2/21/2012 City Council Meeting
9. Ordinance O-12-1822
10. Ordinance O-13-1893

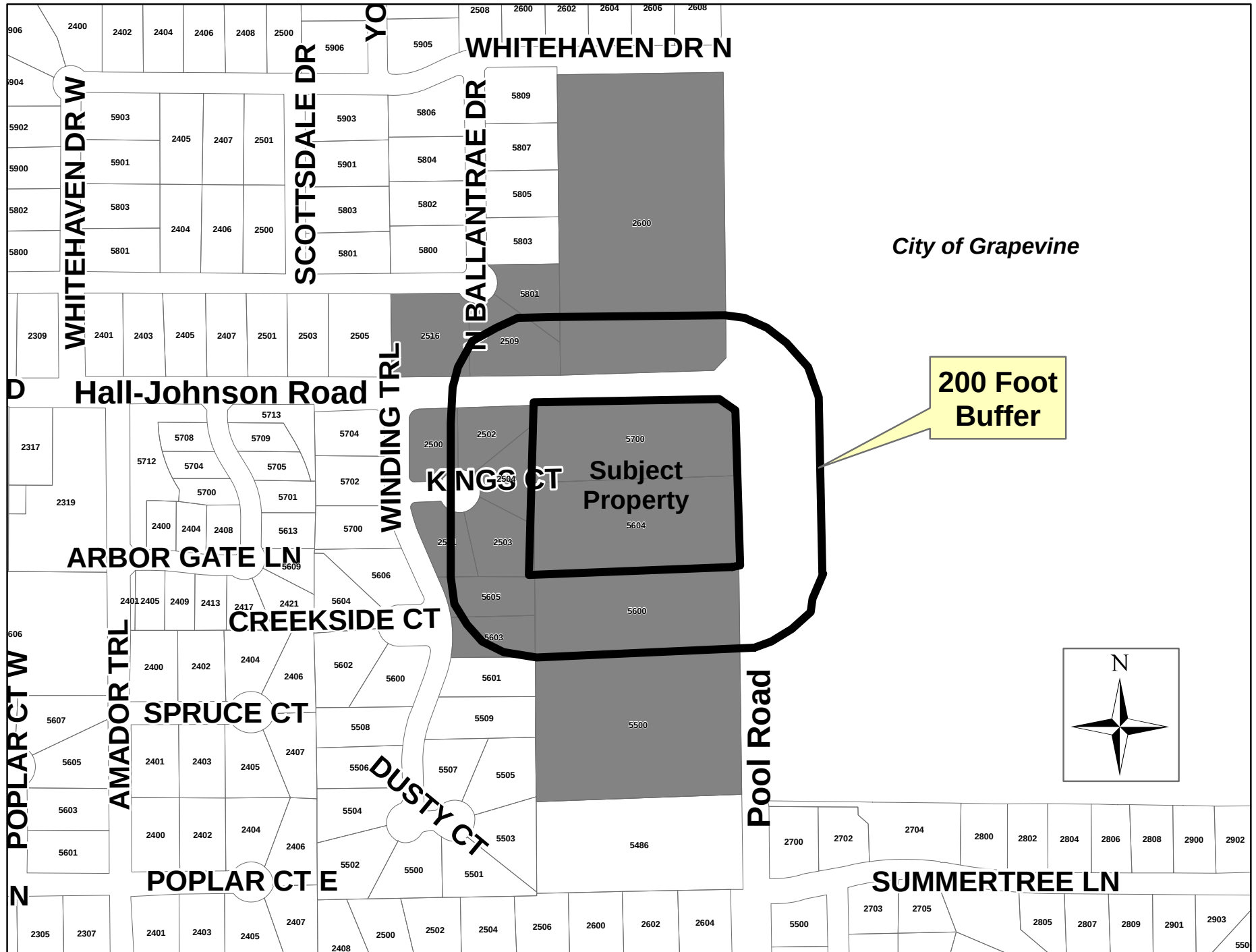
Location and Zoning Map



Aerial



Buffer Map



Notification List

Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Situs Address
Pearson, Patrick L & Celestine	2500 Kings Ct	Colleyville	Texas	76034	2500 Kings Ct
Lucart, Sean T Etux Linda A	2504 Kings Ct	Colleyville	Texas	76034	2504 Kings Ct
Highland Meadows Christian Ch	2600 Hall Johnson Rd	Colleyville	Texas	76034	5604 Pool Rd
Neisius, Brandon Etux Carolyn	2503 Kings Ct	Colleyville	Texas	76034	2503 Kings Ct
Cohen-Wullaert, Allison Etvir	2502 Kings Ct	Colleyville	Texas	76034	2502 Kings Ct
Highland Meadows Christian Ch	2600 Hall Johnson Rd	Colleyville	Texas	76034	5500 Pool Rd
Intfen, Christopher Etux Marga	5603 Winding Trl	Colleyville	Texas	76034	5603 Winding Tr
Yin, Hai-Kuang Etux Nanyi	2501 Kings Ct	Colleyville	Texas	76034	2501 Kings Ct
Highland Meadows Christian Ch	2600 Hall Johnson Rd	Colleyville	Texas	76034	5600 Pool Rd
Henderson, Gary R Etux Julie	5605 Winding Trl	Colleyville	Texas	76034	5605 Winding Tr
Highland Meadows Christian Ch	2600 Hall Johnson Rd	Colleyville	Texas	76034	5700 Pool Rd
Przano, Anthony P Etux D Dawan	2509 Ballantrae Dr	Colleyville	Texas	76034	2509 Ballantrae Dr
Cloud, Ryan P Etux Britney R	5801 N Ballantrae Dr	Colleyville	Texas	76034	5801 N Ballantrae Dr
Pennington, David Franklin	2516 Hall Johnson Rd	Colleyville	Texas	76034	2516 Hall Johnson Rd
Highland Meadows Christian Ch	2600 Hall Johnson Rd	Colleyville	Texas	76034	2600 Hall Johnson Rd
Grapevine-Colleyville ISD	3051 Ira E. Woods Aven	Grapevine	Texas	76051	Courtesy Notice
Keller ISD	350 Keller Parkway	Keller	Texas	76248	Courtesy Notice
Hurst Euless Bedford ISD	1501 Central Drive	Bedford	Texas	76022	Courtesy Notice
City of Grapevine	P. O. Box 95140	Grapevine	Texas	76099	Courtesy Notice
Louie Murillo, Applicant	2600 Hall Johnson Rd	Colleyville	Texas	76034	Applicant

Public hearing notices were mailed
Friday, September 13, 2013 by Taci Wrisley

Statement of Planning Objectives



STATEMENT OF PLANNING OBJECTIVES

08-05-2013

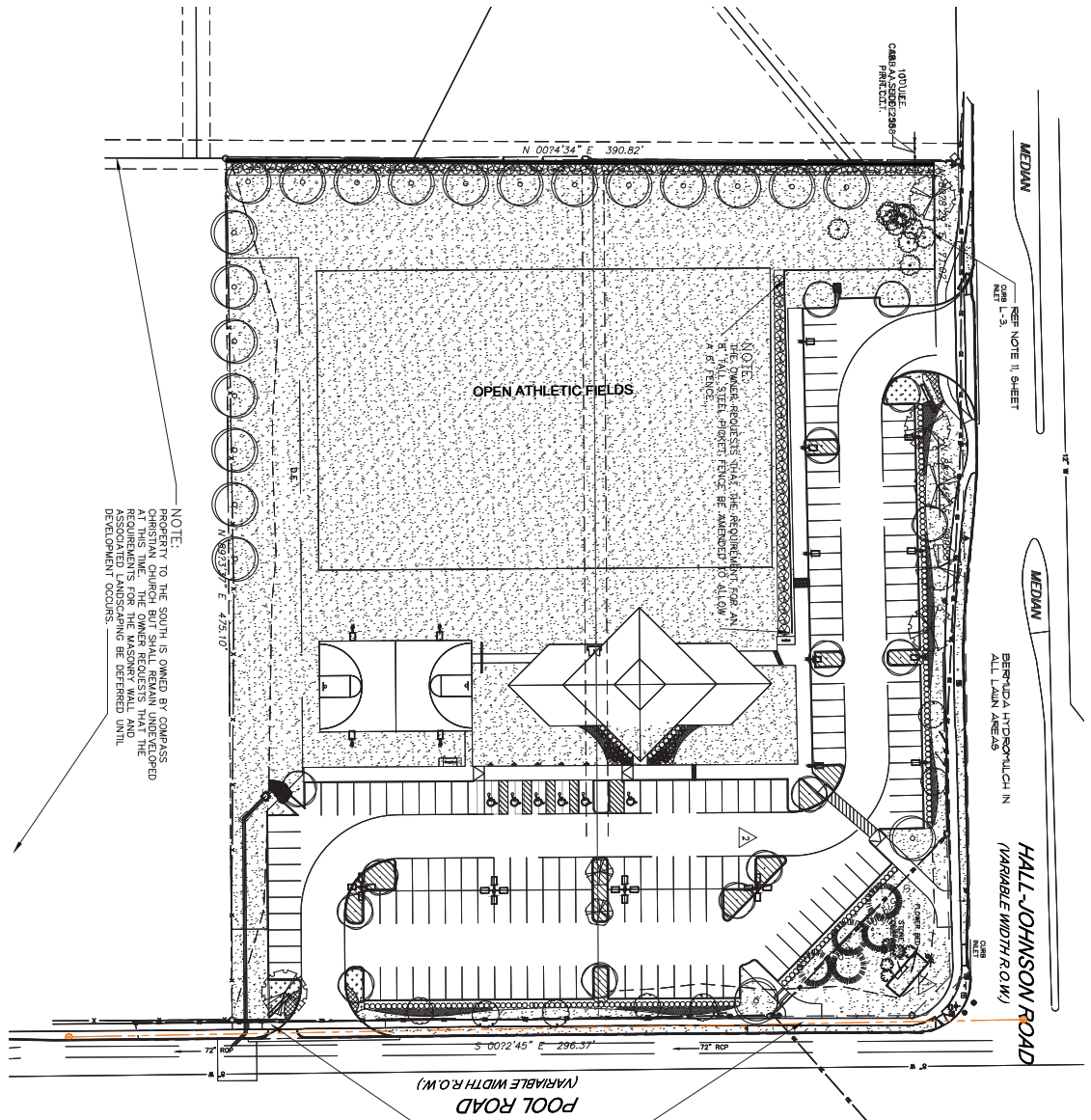
5700 Pool Road
Colleyville, TX 76034

Compass Christian Church is the owner of lots 1&2 of Block 1 of the S.C.H. Witten Survey A-1740. The approximate 4.8 acres was made a PUD per Ordinance 0-12-1822. The property is being developed for athletic and outdoor activities as a compliment to the main worship and Christian education facility to the north and Compass Center, a youth and community outreach center to the east. The church respectfully requests that the PUD be amended to reflect the following modifications:

1. Section 4(5)a- We request that the support columns for the pavilion be clad with masonry materials up to approximately 6 feet in height. We are requesting this for the aesthetic desires of the church.
2. Section 4(6)b- We request the requirement for an eight foot masonry screening fence along the southern property line be removed. Since the Ordinance was passed, the Church has acquired the property to the south so there is no longer a need to screen the property to the south.
3. Section 4(6)c- We request the requirement for a decorative eight foot tall open rail fence be revised to a six foot tall open rail fence, which given the location and intended use will act as a sufficient barrier for ball and players entering the vehicular parking area as well as the street.
4. Section 4(7)b- We request the requirement for a 20 foot landscape buffer along the southern property line be removed. Since the Ordinance was passed, the Church has acquired the property to the south so there is no longer a need to screen the property to the south.
5. Section 4(8)a- We request the verbage 'the developer shall replace and or repair the existing five (5) foot sidewalk along Hall-Johnson Road and Pool Road' be revised to 'the developer shall replace and or repair the existing sidewalk along Hall-Johnson Road and Pool Road'. The church has repaired and replaced the existing sidewalk as damage has occurred during the construction process, however the existing sidewalk width is not currently five feet. Replacing the entire sidewalk to be five feet in width was not indicated as a requirement including any of the Permit plan reviews nor site inspections until the zoning review occurred for final review and occupancy. The church would like to provide earnest money or show funds allocated for future sidewalk replacement when future development of the land may occur.

End of Memo

Amended Site Plan



NOTE:
PROPERTY TO THE SOUTH IS OWNED BY COMPASS CHRISTIAN CHURCH BUT SHALL REMAIN UNDEVELOPED AT THIS TIME. THE OWNER REQUESTS THAT THE ASSOCIATED LANDSCAPING BE DEFERRED UNTIL DEVELOPMENT OCCURS.

NOTE:
OWNER REQUESTS THAT THE REQUIREMENT FOR A 5' SIDEWALK BE WAIVED AS THE EXISTING WALK WAS REPAIRED AS WRITTEN IN THE PUD. THE OWNER IS WILLING TO PROVIDE EARNEST MONEY TO ASSURE THE CITY THAT IT WILL BE REPAIRED IN THE FUTURE.

LANDSCAPE MAINTENANCE:
ALL LANDSCAPING MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE OWNER. THE FOLLOWING THINGS SHALL BE REQUIRED:
A. ALL LANDSCAPING SHALL BE PERMANENTLY MAINTAINED AND SHALL HAVE AN IRRIGATION AND FERTILIZATION SYSTEM INSTALLED AND MAINTAINED BY THE OWNER.
B. MAINTENANCE OF ALL PLANTS SHALL BE BASED ON PLANT SPECIES. PLANTS OF ALL SPECIES SHALL BE MAINTAINED TO A HEALTHY MATURE SIZE. PLANTS SHALL NOT BE REPLACED OR REMOVED WITHOUT THE WRITTEN APPROVAL OF THE CITY. PLANTS SHALL BE REPLACED OR REMOVED WITHIN 30 DAYS OF THE DATE OF THE WRITTEN APPROVAL.
C. LANDSCAPING SHALL BE MAINTAINED TO A HEALTHY MATURE SIZE. PLANTS SHALL NOT BE REPLACED OR REMOVED WITHOUT THE WRITTEN APPROVAL OF THE CITY. PLANTS SHALL BE REPLACED OR REMOVED WITHIN 30 DAYS OF THE DATE OF THE WRITTEN APPROVAL.
D. ALL PLANT MATERIALS SHALL BE MAINTAINED IN A HEALTHY MATURE SIZE. PLANTS SHALL NOT BE REPLACED OR REMOVED WITHOUT THE WRITTEN APPROVAL OF THE CITY. PLANTS SHALL BE REPLACED OR REMOVED WITHIN 30 DAYS OF THE DATE OF THE WRITTEN APPROVAL.
E. PLANTS SHALL BE MAINTAINED TO A HEALTHY MATURE SIZE. PLANTS SHALL NOT BE REPLACED OR REMOVED WITHOUT THE WRITTEN APPROVAL OF THE CITY. PLANTS SHALL BE REPLACED OR REMOVED WITHIN 30 DAYS OF THE DATE OF THE WRITTEN APPROVAL.

LANDSCAPE AMENDMENT PLAN



PAVILLION AND PARKING EXPANSION
POOL ROAD AND HALL JOHNSON
COMPASS CHRISTIAN CHURCH
COLLEYVILLE, TEXAS

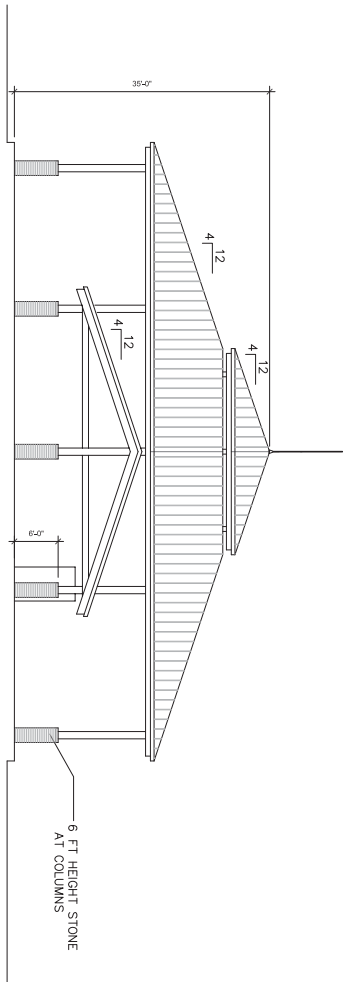


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BY: [Signature]
DATE: 10-31-2013

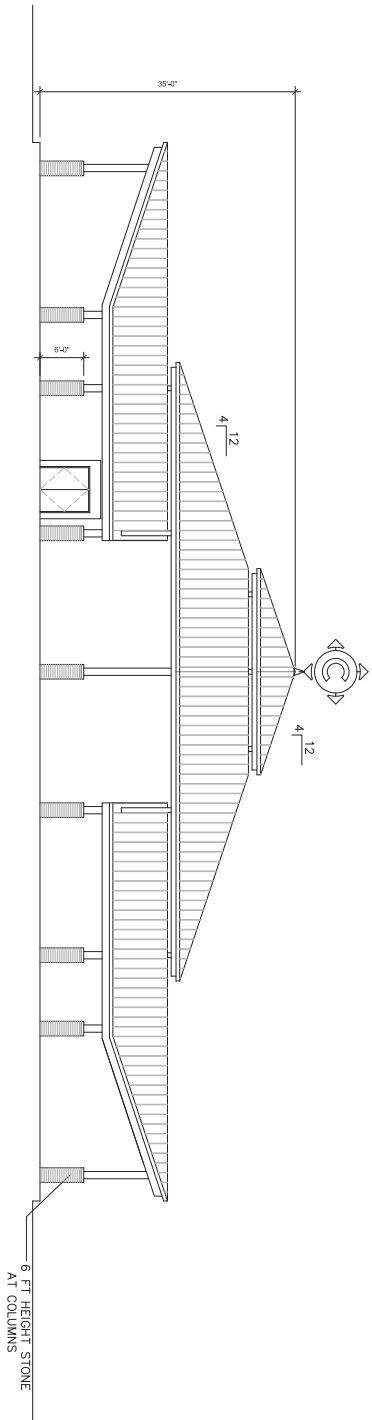
WARD ARCHITECTURE PLLC
609 CHERRY STREET, SUITE 119
COLLEYVILLE, TEXAS 76034



L-0



02 SIDE ELEVATION



01 FRONT ELEVATION (REAR ELEVATION OPP HAND)



WARD ARCHITECTURE PLLC
600 COLLEYVILLE, TEXAS 76004

ISSUED FOR REVIEW
REVISIONS
DATE: 06-05-2013



PAVILLION AND PARKING EXPANSION
POOL ROAD AND HALL JOHNSON
COMPASS CHRISTIAN CHURCH
COLLEYVILLE, TEXAS

DATE: 06-05-2013
DRAWN BY: [Name]
ELEVATIONS

A4

Original Case Briefing - 2/21/2012 City Council Meeting



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a

Agenda Date 02/21/2012

Number Ordinance O-12-1822

Type Ordinance

Department Community Development

Title

Approval of a request to rezone 4.8 acres from RE-Single Family 'Estate' Residential to PUD-C-Planned Unit Development Commercial on Lots 1A and 2, Block 1, of the Wildwood Estates Addition, located at 5604 and 5700 Pool Road, Case ZC11-027

Explanation

Second Reading and Public Hearing

There were two people who spoke at the February 7, 2012 meeting; one person in favor of the request and one person in opposition of the request.

First Reading and Public Hearing

Dave Toney, on behalf of Compass Christian Church, submitted a request to change the zoning of 4.8 acres, located on the southwest corner of Hall-Johnson Road and Pool Road. The applicant is requesting to rezone the property from the RE-Single Family 'Estate' Residential zoning district to the PUD-C-Planned Unit Development Commercial zoning district. The applicant is seeking a zoning change in order to develop the property for athletic and outdoor activities and a parking lot to support the overflow parking of the church.

Proposed Development. The applicant proposes an open green space for athletic and outdoor activities, an open basketball court, a 7,200 square foot covered pavilion, and approximately 166 parking spaces for support of the proposed land uses as well as overflow parking for the adjacent church facilities. The use of athletic facilities would be for congregation members, community groups and athletic leagues.

Lighting proposed for the site would illuminate the parking lot, basketball court and covered pavilion. The athletic field would not be illuminated. These provisions have been added to the proposed ordinance.

Religious institutions are allowed in all zoning districts. However, given the accessory nature of the proposed use to the primary use of the Compass Church campus located across the street at 2600 Hall-Johnson Road, the accessory use effectively becomes the actual primary use on the subject property. Therefore, a zoning change is required in order to permit the proposed use.

Existing Conditions. The property is currently vacant, and is platted. Approval of a subdivision amending plat will be required at a later date, upon approval of the

Original Case Briefing - 2/21/2012 City Council Meeting

rezoning

request.

Pavilion Building Design. The applicant has provided elevations for a proposed pavilion building. These elevations have been added to the proposed ordinance. All buildings will be restricted to the building area proposed by the applicant, and all buildings will be required to meet the building height requirements of the Land Development Code.

Parking and Access. The applicant intends to provide 166 parking spaces, which meet the minimum requirements of the Land Development Code.

The property will be accessed by a continuous 24 foot wide fire lane linking the south side of Hall-Johnson Road to the west side of Pool Road. Currently, the property is undeveloped and does not contain any driveway access.

Staff recommends that any parking lot and exterior building/security lighting be directed away from residential areas with a minimum of 0.5 foot-candle illumination as measured at the property line. These provisions have been added to the proposed ordinance.

Sidewalks and Trails. There is an existing sidewalk located on this site along both Hall-Johnson and Pool Roads. The developer will be responsible for replacing or repairing the sidewalk should damage occur during the construction process. The sidewalk must be repaired or replaced prior to the final inspection on the site.

Surrounding Properties. The surrounding properties include the following uses: a Compass Church annex to the east in the City of Grapevine, the primary Compass Church campus to the north, and single family residential uses to the west and south of the subject property.

Master Plan. The 2004-2025 Future Land Use Plan designates the subject property for future residential uses. This rezoning request is not consistent with the *Future Land Use Plan*.

Drainage and Stormwater Runoff. The developer has submitted a preliminary drainage analysis of the site, which has been reviewed and accepted by the Colleyville Public Works Department. Construction plans for drainage improvements will be submitted as part of the building permit process.

Fencing and Screening. The applicant is proposing to construct a ten foot masonry and wood fence with a 20 foot wide evergreen landscape buffer along the western property line. The applicant is proposing to have a 20 foot landscape buffer along the western and southern property lines. Staff recommends that an eight (8) foot masonry screening fence be constructed along the southern property line adjacent to the residentially zoned properties. Additionally, staff recommends that the landscape

Original Case Briefing - 2/21/2012 City Council Meeting

buffers contain live plant material of the evergreen variety, which is expected to grow to six (6) feet height in two (2) years, a minimum of three (3) feet in height at the time of installation and planted on six (6) foot centers.

The applicant is proposing to construct an eight (8) foot open rail steel panel fence with hedges along the northern property line along Hall-Johnson Road to help keep errant balls from making their way into traffic. This provision has been added to the proposed ordinance.

Landscaping. The applicant states that general landscaping and landscaping accents will be provided throughout the site for enhancement and beautification of the land. The site plan provided by the applicant shows the general distribution of the proposed landscaping. Staff recommends that all landscaping, at a minimum, meet the requirements of Chapter 4-Landscaping and Buffering in the Land Development Code including street, buffering and parking lot landscaping.

Open Space. The Land Development Code requires that Planned Unit Developments contain a minimum of 20 percent of open space. Given the recreational nature of the proposed use, there will be over 50 percent of open space on the subject property.

Tree Preservation. As required by Chapter 5-Tree Preservation of the Land Development Code, approval of a tree survey and mitigation plan will be required upon submittal of a building permit for any new structure.

Public Notification. Staff mailed notices to 16 adjacent property owners regarding this request and a courtesy notice was mailed to the City of Grapevine. Notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. Staff has received two letters of opposition to the rezoning request and one letter to withdraw their opposition. Both letters are within the notification area.

Planning and Zoning Commission Recommendation. The Planning and Zoning Commission recommended approval of the rezoning request at the January 9, 2012 meeting by a vote of 4-2 subject to the following conditions:

1. The athletic fields will not have lighting, stadium seating, score boards or signage.
2. There shall be no lighting within 50 feet of the west and south property line.
3. This rezoning request shall revert back to the RE- Single Family 'Estate' Residential zoning if there are no building permits issued for the proposed development within two years of approval of this ordinance.

Supermajority Vote Requirement. Since the opposition within 200 feet of the

Original Case Briefing - 2/21/2012 City Council Meeting

subject property exceeds 20%, the request can only be approved by a supermajority vote by the City Council. This request must receive at least six (6) affirmative votes in order to be approved.

Summary. The proposed use is not consistent with the *Future Land Use Plan*, as the subject properties are designated for single family uses. However, the Land Development Code allows the primary use of a religious institution in all zoning districts in order to remain consistent with the Religious Land Use and Institutionalized Persons Act (RLUIPA) passed by the United States Congress in 2000. Religious institutions are designated as institutional uses on the Future Land Use Plan. Religious institutions tend to have development characteristics that more resemble commercial as opposed to residential uses. That said, given the detached (or accessory) nature of the proposed use from the primary use of the church across the street at 2600 Hall-Johnson Road, as well as the proposed primary use of the property for a parking lot and athletic uses for use by the greater community, staff agrees that the proposed use is not consistent with the land use policies of the Colleyville Plan and the Land Development Code.

Financial Impact

There is no financial impact to the City.

Recommendation

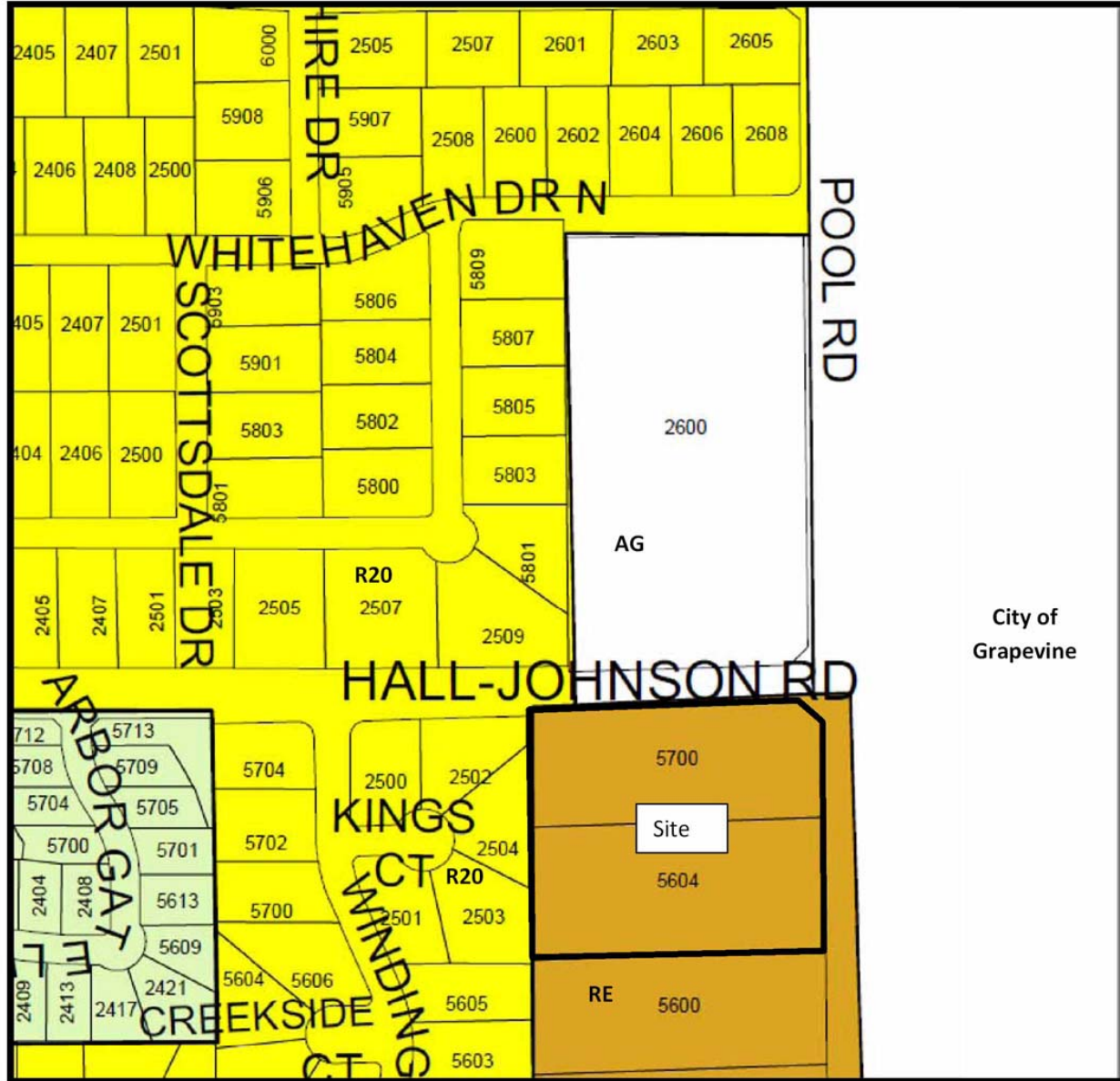
Denial

Attachments

1. Location and Zoning Map
2. Notification List
3. Buffer Map
4. Letters of Opposition
5. Letter Withdrawing Opposition
6. Aerial
7. Statement of Planning Objectives
8. Site Plan
9. Pavillion Exhibit
10. Lighting Exhibit
11. Open Rail Fence Exhibit
12. Ordinance O-12-1822

Original Case Briefing - 2/21/2012 City Council Meeting

Location and Zoning Map



Original Case Briefing - 2/21/2012 City Council Meeting

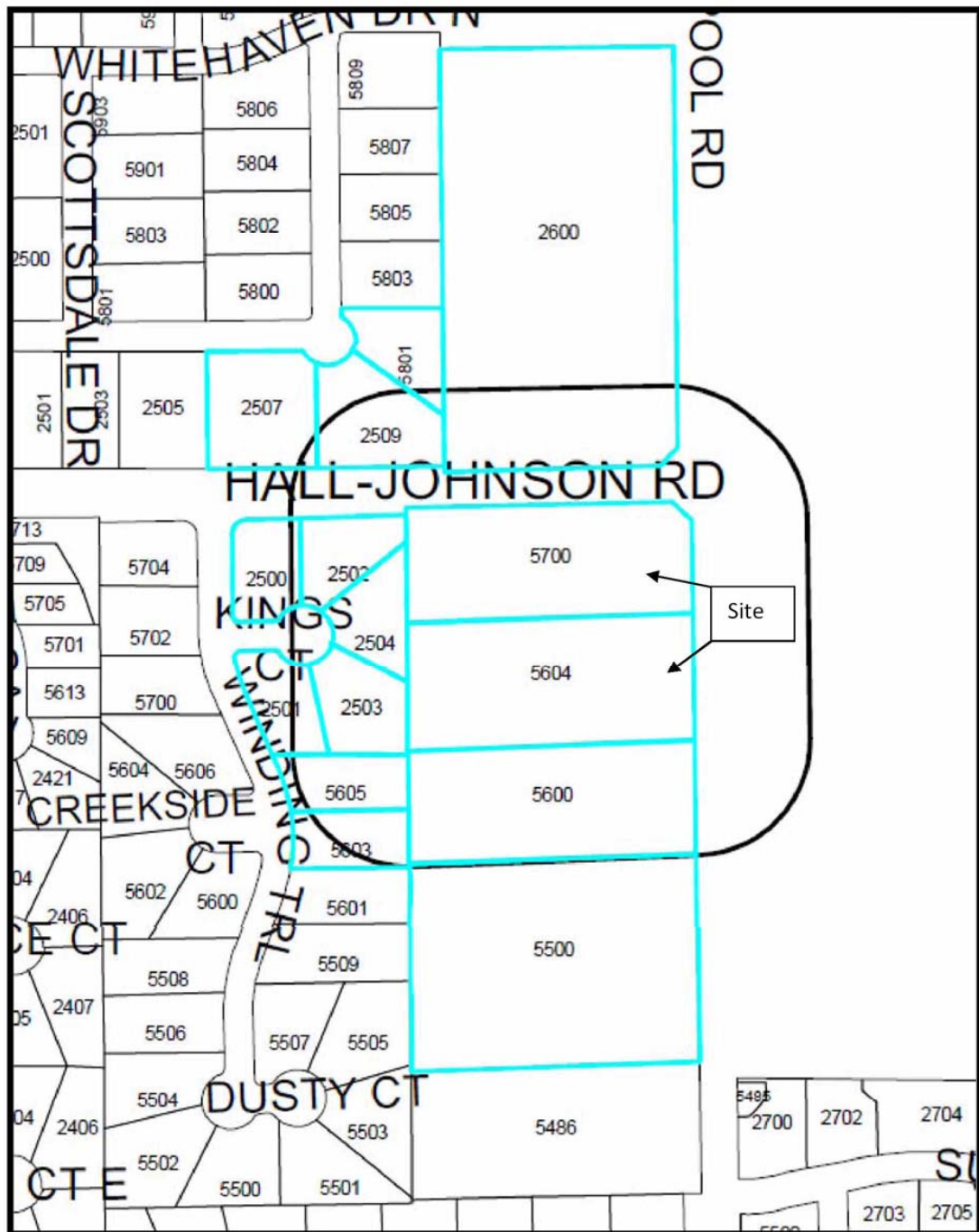
Notification List

OWNER NAME	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIP	SITUS ADDR
Highland Meadows Christian Ch	2600 Hall Johnson Rd	Colleyville	TX	76034	002600 Hall Johnson Rd
Gray, Travis P Etux Kathleen	5801 N Ballantrae Dr	Colleyville	TX	76034	005801 N Ballantrae Dr
Przano, Anthony P Etux D Dawan	2509 Ballantrae Dr	Colleyville	TX	76034	002509 Ballantrae Dr
Pennington, David F Etux Marie	2516 Hall Johnson Rd	Colleyville	TX	76034	002516 Hall Johnson Rd
Cohen-Wullaert, Allison Etvir	2502 Kings Ct	Colleyville	TX	76034	002502 Kings Ct
Pearson, Patrick L & Celestine	2500 Kings Ct	Colleyville	TX	76034	002500 Kings Ct
Lucart, Sean T Etux Linda A	2504 Kings Ct	Colleyville	TX	76034	002504 Kings Ct
Baca, Richard Jr & Patricia J	4801 Behrens Ct	Colleyville	TX	76034	005604 Pool Rd
Baca, Richard Jr Etux Patricia	4801 Behrens Ct	Colleyville	TX	76034	005700 Pool Rd
Neisius, Brandon Etux Carolyn	2503 Kings Ct	Colleyville	TX	76034	002503 Kings Ct
Yin, Hai-Kuang Etux Nanyi	2501 Kings Ct	Colleyville	TX	76034	002501 Kings Ct
Sanders, Billie Joyce	5500 Pool Rd	Colleyville	TX	76034	005600 Pool Rd
Henderson, Gary R Etux Julie	5605 Winding Trl	Colleyville	TX	76034	005605 Winding Tr
Intfen, Christopher Etux Marga	5603 Winding Trl	Colleyville	TX	76034	005603 Winding Tr
Sanders, Billie Joyce	5500 Pool Rd	Colleyville	TX	76034	005500 Pool Rd
City of Grapevine	P.O. Box 95140	Grapevine	TX	76099	courtesy notice
Dave Toney, applicant	2600 Hall Johnson Rd	Colleyville	TX	76034	applicant

Public hearing notices were mailed on Thursday, December 22, 2011 by Amy Shelley.

Original Case Briefing - 2/21/2012 City Council Meeting

Buffer Map



Original Case Briefing - 2/21/2012 City Council Meeting

Letters of Opposition

From:

Sent: Monday, January 02, 2012 8:29 AM

To: Amy Shelley

Subject: Zoning case number ZC11-027

Amy,

Please accept this as written notice that we do not want a zoning change to Commercial from residential at this location.

Thank you,

Anthony Przano
2509 Ballantrae Drive
Colleyville, Texas 76034
817-269-6588

Original Case Briefing - 2/21/2012 City Council Meeting

January 6, 2012

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

To Whom It May Concern:

I currently have property located at 5500 and 5600 Pool Road in Colleyville and would like to protest the following rezoning request submitted by Dave Toney.

Zoning Case Number: ZC11-027

Location: 5604 & 5700 Pool Road

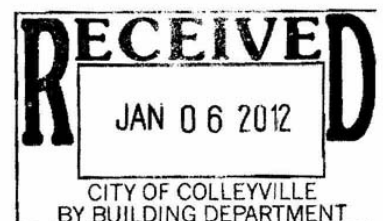
Requested Zoning: PUD-C-Planned Unit Development Commercial

My mother, Billie Sanders, recently deceased on December 18, 2011, but has on record where she has previously protested the rezoning on this same property. I am now trustee of her estate and would like to protest this rezoning request.

Please let me know if any further actions are needed to protest the rezoning.

Sincerely,

Billy Sanders
Billy Sanders



Original Case Briefing - 2/21/2012 City Council Meeting

Amy Shelley

Letter Withdrawing Opposition

Subject: FW: RE: Zoning case number ZC11-027

From:

Sent: Thursday, January 12, 2012 2:40 PM

To: Amy Shelley

Subject: Re: RE: Zoning case number ZC11-027

Thank you Amy,
This looks to be a good thing. I am not opposed.
Tony

From:

Sent: Thursday, January 12, 2012 10:07 AM

To: Amy Shelley

Subject: Fwd: Zoning case number ZC11-027

Amy,

I was not able to attend the hearing. Did this case pass? What did they want to build?

Thank you,

Tony

-----Original Message-----

From: tprzano@verizon.net

Date: Jan 2, 2012 8:29:23 AM

Subject: Zoning case number ZC11-027

To: ashelley@colleyville.com

Amy,

Please accept this as written notice that we do not want a zoning change to Commercial from residential at this location.

Thank you,

Anthony Przano

2509 Ballantrae Drive

Colleyville, Texas 76034

817-269-6588

Original Case Briefing - 2/21/2012 City Council Meeting

Aerial



Original Case Briefing - 2/21/2012 City Council Meeting

Statement of Planning Objectives

Statement of Planning Objectives Compass Christian Church Southwest Corner of Pool Rd and Hall Johnson Rd

Compass Christian Church is in process of acquiring lots 1 & 2 of Block 1 of the S.C.H. Witten Survey A-1740. The approximately 4.8 acres is across Hall Johnson from the existing Compass Christian Church main facility and across Pool Road from Compass Center, the Youth and Community Outreach facility also owned by the church.

The land uses proposed include an open green space for athletic and outdoor activities, an open basketball court, a 7200 square foot covered pavilion, and an approximately 166 space surface parking lot for support of the proposed land uses as well as overflow parking for the adjacent church facilities.

The intended land uses will allow the church ministry to expand outdoor options for not only the congregation but also for community outreach including educational meetings, athletic league use, and recreation.

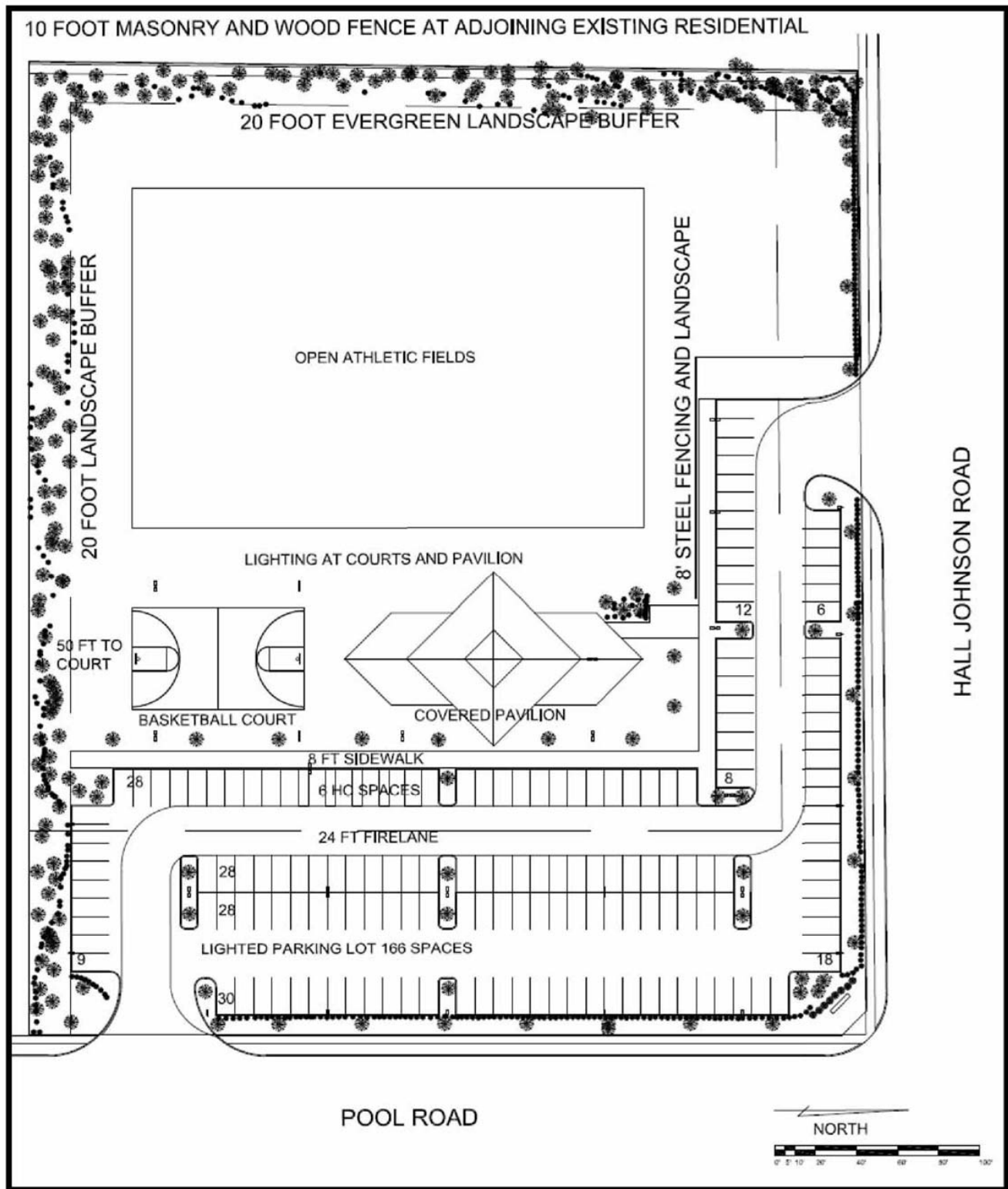
Impact to neighboring communities has been carefully reviewed and is important to the churches emphasis on being a good neighbor. The existing residential community to the west will have ten foot masonry and wood fence barrier as well as a twenty foot minimum deep evergreen landscape buffer planted in a free form or natural style. The land to the south currently zoned residential estate will have a 20 foot minimum deep landscape buffer. Currently the church is looking at an option of lighting the Pool Road side of the site (away from the existing residential area) to include the parking lot, pavilion, and basketball court, but not the open green area. No sound system is being considered at this time.

Safety is also a concern of the church. Currently on worship service or special events, the church does employ security personnel to help with both traffic flow and pedestrian traffic crossing the Hall Johnson — Pool Road intersection. This would continue for this property as well. As a border to the open green space athletic fields, an 8 foot open rail steel panel fence with hedges will be provided down Hall Johnson to help keep errand balls from making their way into traffic. The street scape will include trees and plantings as required by landscape ordinances and hedges at the perimeter of the parking lot.

General landscaping and landscaping accents will be provided throughout the site for enhancement and beautification of the land. The site will be irrigated including the existing landscape near the city sign. A landscape backdrop will be provided for the sign to allow the sign to maintain its identity and shield it from any proposed site lighting that may occur.

Original Case Briefing - 2/21/2012 City Council Meeting

Site Plan



Original Case Briefing - 2/21/2012 City Council Meeting

Covered Pavilion Exhibit



Original Case Briefing - 2/21/2012 City Council Meeting

Lighting Exhibit



Original Case Briefing - 2/21/2012 City Council Meeting

Open Rail Fence Exhibit



Original Case Briefing - 2/21/2012 City Council Meeting

ORDINANCE O-12-1822

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF APPROXIMATELY 4.8 ACRES ON LOTS 1A AND 2, BLOCK 1, OF THE WILDWOOD ESTATES ADDITION FROM THE RE-SINGLE FAMILY 'ESTATE' RESIDENTIAL ZONING DISTRICT TO THE PUD-C-PLANNED UNIT DEVELOPMENT COMMERCIAL ZONING DISTRICT LOCATED AT 5604 AND 5700 POOL ROAD; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for rezoning under Case No. ZC11-027; and

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

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

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

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

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in

Original Case Briefing - 2/21/2012 City Council Meeting

Ordinance O-12-1822

Page 2 of 5

the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the official zoning map on 4.8 acres on Lots 1A and 2, Block 1, of the Wildwood Estates Addition from the RE-Single Family 'Estate' Residential zoning district to the PUD-C-Planned Unit Development Commercial zoning district located at 5604 and 5700 Pool Road, as depicted on Exhibit "A" and described in Exhibit "B".
- Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The purpose of this PUDC is for parking, athletic, and outdoor activities in conjunction with the Compass Christian Church located at 2600 Hall-Johnson Road.
- b. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.

2. SITE PLAN AND PLATTING

- a. The development of this property shall be generally consistent with the site plan attached as Exhibit "C".
- b. Prior to the issuance of any building permit, an amending plat of the subject properties must be submitted and approved. No building permit may be issued until said plat is filed with the County Clerk.

Original Case Briefing - 2/21/2012 City Council Meeting

Ordinance O-12-1822

Page 3 of 5

3. PERMITTED USES

- a. Athletic field
- b. Covered pavilion, not to exceed 7,200 square feet
- c. Basketball court
- d. Parking spaces

4. LIGHTING

- a. All lighting including parking lot, building and security lighting shall be directed away from residential areas and shall provide a maximum candle illumination of 0.5 foot candles as measured from the property line.
- b. There shall be no nighttime illumination of any kind for the athletic field.
- c. There shall be no lighting within 50 feet of the west and south property lines.

5. COVERED PAVILION

- a. The covered pavilion area shall be generally consistent with the site plan attached as Exhibit "D" with all support columns and walls constructed of masonry materials. The pavilion shall be required to meet the building height requirements of the Land Development Code.

6. SCREENING

- a. A ten (10) foot masonry and wood fence shall extend along the western property line.
- b. An eight (8) foot masonry screening fence shall extend along the southern property line.
- c. A decorative eight (8) foot open rail steel panel fence shall extend along the northern property line along Hall-Johnson Road to keep errant balls from making their way into traffic as attached Exhibit "E".

7. LANDSCAPING, BUFFERING AND OPEN SPACE

- a. The development shall provide a minimum of 50 percent of open space.
- b. A 20 foot landscape buffer shall be maintained along the western and southern property lines. Additionally, the landscape buffers shall contain live plant material of the evergreen variety, which is expected to

Original Case Briefing - 2/21/2012 City Council Meeting

Ordinance O-12-1822

Page 4 of 5

grow to six (6) feet height in two (2) years, a minimum of three (3) feet in height at the time of installation and planted on six (6) foot centers. The required plantings shall be required in the buffer along the western property line prior to the completion of the athletic field.

8. SIDEWALKS

- a. The developer shall replace and/or repair the existing five (5) foot sidewalk along Hall-Johnson Road and Pool Road should damage occur during the construction process. The sidewalk must be repaired or replaced prior to the final inspection on the site.
- b. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 5. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

Sec. 6. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 7. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 8. THAT 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 _____ day of _____ 2012.

The second reading and public hearing being conducted on the _____ day of _____ 2012.

Original Case Briefing - 2/21/2012 City Council Meeting

Ordinance O-12-1822

Page 5 of 5

ATTEST:

CITY OF COLLEYVILLE

Cynthia Singleton, TRMC, CMC
City Secretary

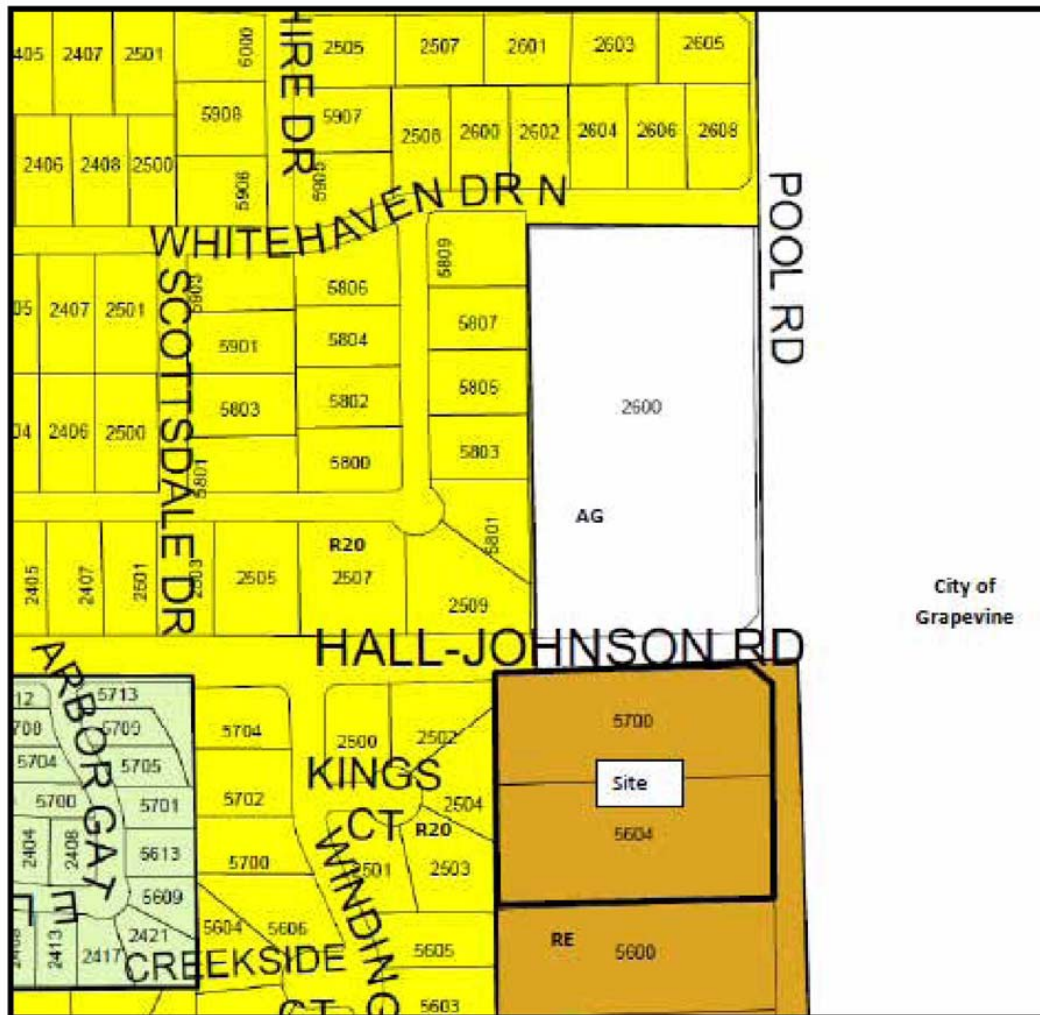
David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Original Case Briefing - 2/21/2012 City Council Meeting

Exhibit "A" - Location and Zoning Map



Original Case Briefing - 2/21/2012 City Council Meeting

Exhibit "B" – Statement of Planning Objectives

Compass Christian Church is in process of acquiring lots 1 & 2 of Block 1 of the S.C.H. Witten Survey A-1740. The approximately 4.8 acres is across Hall Johnson from the existing Compass Christian Church main facility and across Pool Road from Compass Center, the Youth and Community Outreach facility also owned by the church.

The land uses proposed include an open green space for athletic and outdoor activities, an open basketball court, a 7200 square foot covered pavilion, and an approximately 166 space surface parking lot for support of the proposed land uses as well as overflow parking for the adjacent church facilities.

The intended land uses will allow the church ministry to expand outdoor options for not only the congregation but also for community outreach including educational meetings, athletic league use, and recreation.

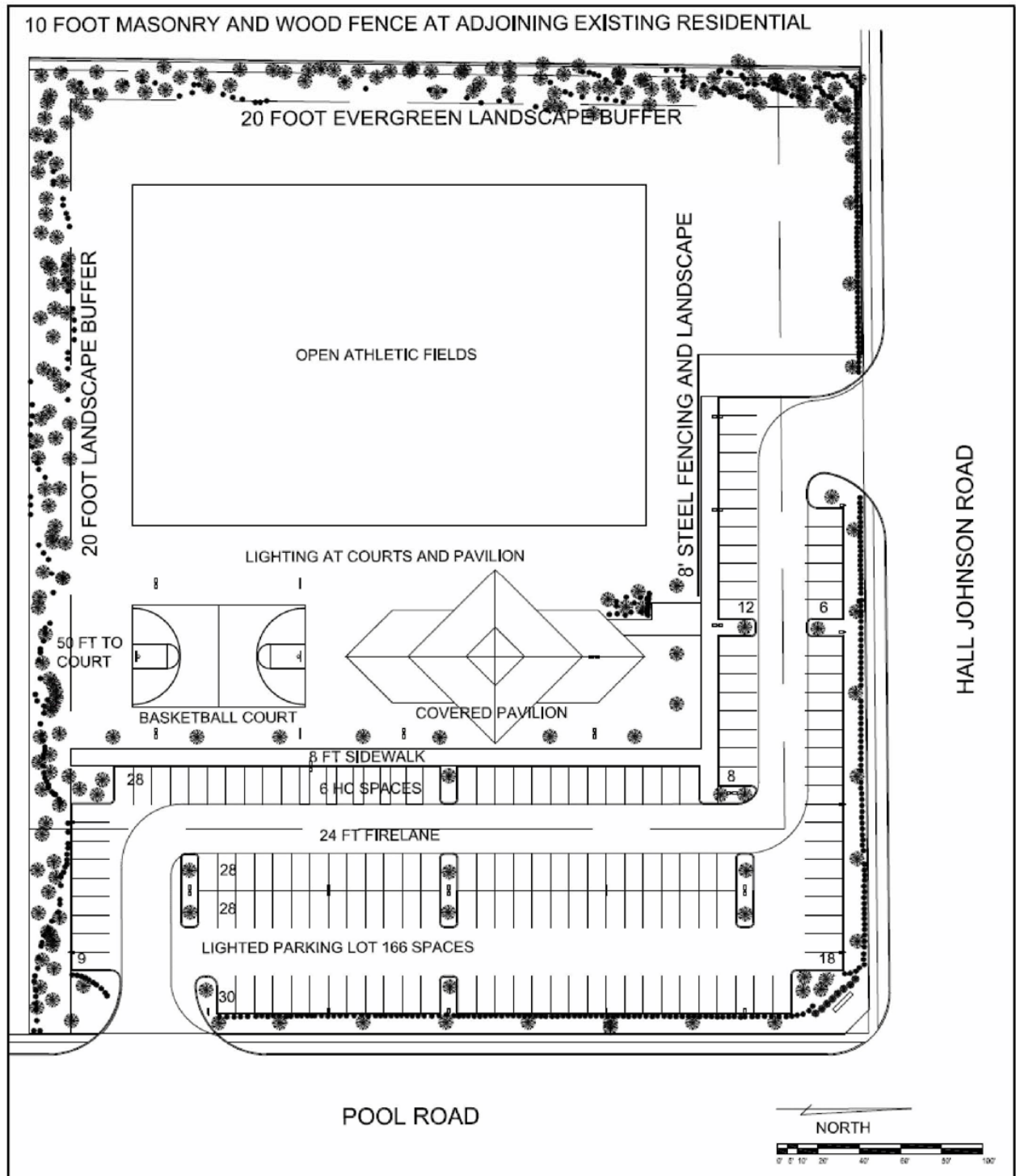
Impact to neighboring communities has been carefully reviewed and is important to the church's emphasis on being a good neighbor. The existing residential community to the west will have ten foot masonry and wood fence barrier as well as a twenty foot minimum deep evergreen landscape buffer planted in a free form or natural style. The land to the south currently zoned residential estate will have a 20 foot minimum deep landscape buffer. Currently the church is looking at an option of lighting the Pool Road side of the site (away from the existing residential area) to include the parking lot, pavilion, and basketball court, but not the open green area. No sound system is being considered at this time.

Safety is also a concern of the church. Currently on worship service or special events, the church does employ security personnel to help with both traffic flow and pedestrian traffic crossing the Hall Johnson – Pool Road intersection. This would continue for this property as well. As a border to the open green space athletic fields, an 8 foot open rail steel panel fence with hedges will be provided down Hall Johnson to help keep errand balls from making their way into traffic. The street scape will include trees and plantings as required by landscape ordinances and hedges at the perimeter of the parking lot.

General landscaping and landscaping accents will be provided throughout the site for enhancement and beautification of the land. The site will be irrigated including the existing landscape near the city sign. A landscape backdrop will be provided for the sign to allow the sign to maintain its identity and shield it from any proposed site lighting that may occur.

Original Case Briefing - 2/21/2012 City Council Meeting

Exhibit "C" –Site Plan



Original Case Briefing - 2/21/2012 City Council Meeting

Exhibit "D" – Pavilion Exhibit



Original Case Briefing - 2/21/2012 City Council Meeting

Exhibit "E" – Open Rail Fence Exhibit



ORDINANCE O-12-1822

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF APPROXIMATELY 4.8 ACRES ON LOTS 1A AND 2, BLOCK 1, OF THE WILDWOOD ESTATES ADDITION FROM THE RE-SINGLE FAMILY 'ESTATE' RESIDENTIAL ZONING DISTRICT TO THE PUD-C-PLANNED UNIT DEVELOPMENT COMMERCIAL ZONING DISTRICT LOCATED AT 5604 AND 5700 POOL ROAD; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for rezoning under Case No. ZC11-027; and

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

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

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

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

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in

the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the official zoning map on 4.8 acres on Lots 1A and 2, Block 1, of the Wildwood Estates Addition from the RE-Single Family 'Estate' Residential zoning district to the PUD-C-Planned Unit Development Commercial zoning district located at 5604 and 5700 Pool Road, as depicted on Exhibit "A" and described in Exhibit "B".
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1. GENERAL

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- b. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.

2. SITE PLAN AND PLATTING

- a. The development of this property shall be generally consistent with the site plan attached as Exhibit "C".
- b. Prior to the issuance of any building permit, an amending plat of the subject properties must be submitted and approved. No building permit may be issued until said plat is filed with the County Clerk.

3. PERMITTED USES

- a. Athletic field
- b. Covered pavilion, not to exceed 7,200 square feet
- c. Basketball court
- d. Parking spaces

4. LIGHTING

- a. All lighting including parking lot, building and security lighting shall be directed away from residential areas and shall provide a maximum candle illumination of 0.5 foot candles as measured from the property line.
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- a. The covered pavilion area shall be generally consistent with the site plan attached as Exhibit "D" with all support columns and walls constructed of masonry materials. The pavilion shall be required to meet the building height requirements of the Land Development Code.

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grow to six (6) feet height in two (2) years, a minimum of three (3) feet in height at the time of installation and planted on six (6) foot centers. The required plantings shall be required in the buffer along the western property line prior to the completion of the athletic field.

8. SIDEWALKS

- a. The developer shall replace and/or repair the existing five (5) foot sidewalk along Hall-Johnson Road and Pool Road should damage occur during the construction process. The sidewalk must be repaired or replaced prior to the final inspection on the site.
- b. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 5. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

Sec. 6. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 7. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

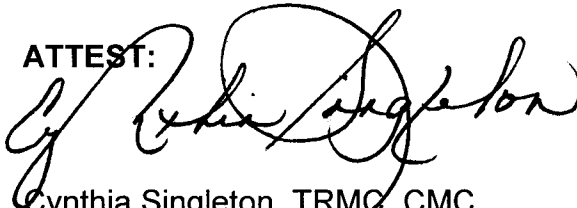
Sec. 8. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires 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 4th day of February 2012.

The second reading and public hearing being conducted on the 21st day of February 2012.

ATTEST:



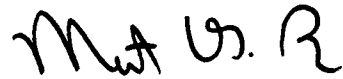
Cynthia Singleton, TRMO, CMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:



Matthew C. G. Boyle
City Attorney

Exhibit "A" - Location and Zoning Map

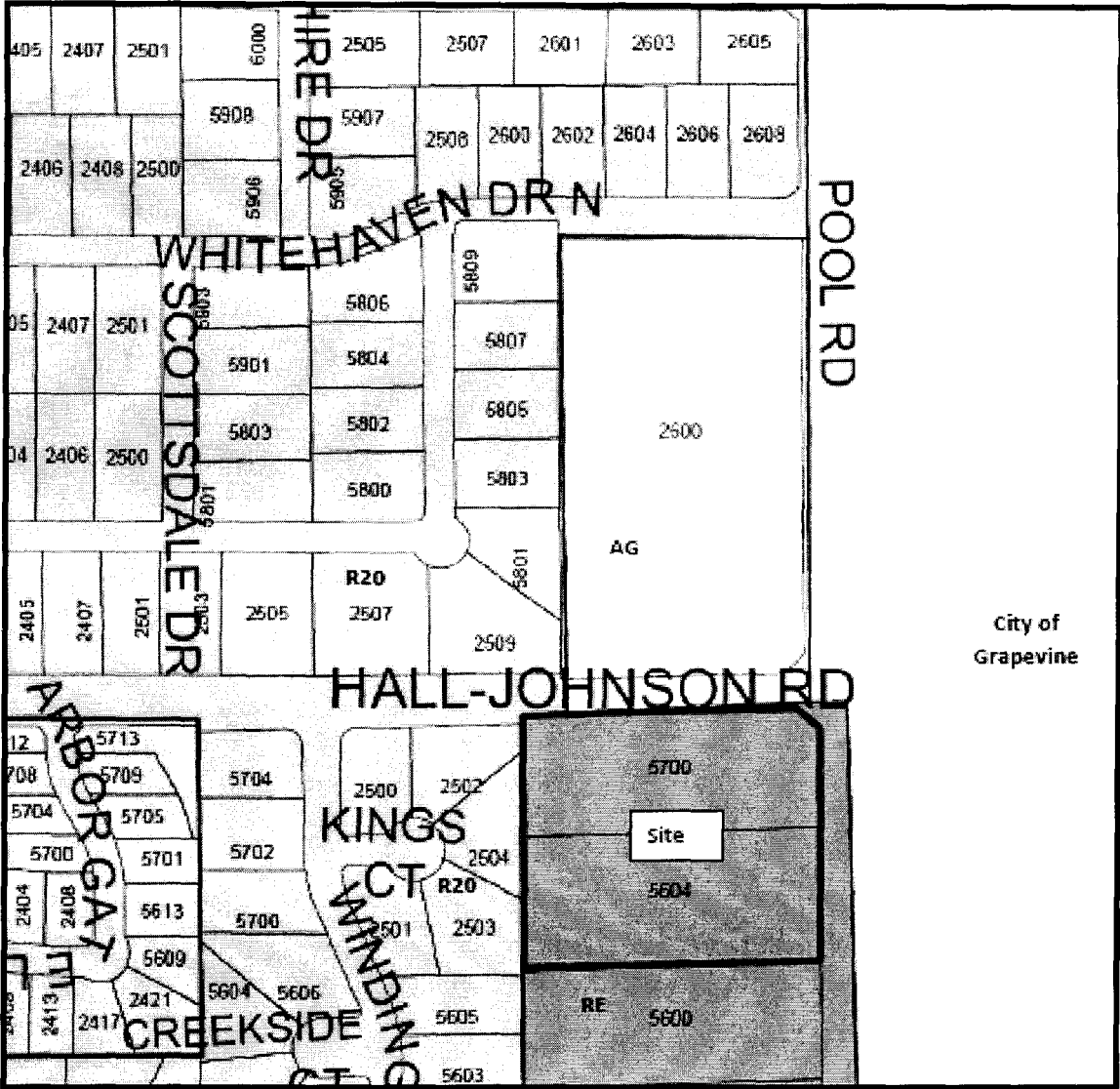


Exhibit "B" – Statement of Planning Objectives

Compass Christian Church is in process of acquiring lots 1 & 2 of Block 1 of the S.C.H. Witten Survey A-1740. The approximately 4.8 acres is across Hall Johnson from the existing Compass Christian Church main facility and across Pool Road from Compass Center, the Youth and Community Outreach facility also owned by the church.

The land uses proposed include an open green space for athletic and outdoor activities, an open basketball court, a 7200 square foot covered pavilion, and an approximately 166 space surface parking lot for support of the proposed land uses as well as overflow parking for the adjacent church facilities.

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General landscaping and landscaping accents will be provided throughout the site for enhancement and beautification of the land. The site will be irrigated including the existing landscape near the city sign. A landscape backdrop with be provided for the sign to allow the sign to maintain its identity and shield it from any proposed site lighting that may occur.

Exhibit "C" -Site Plan

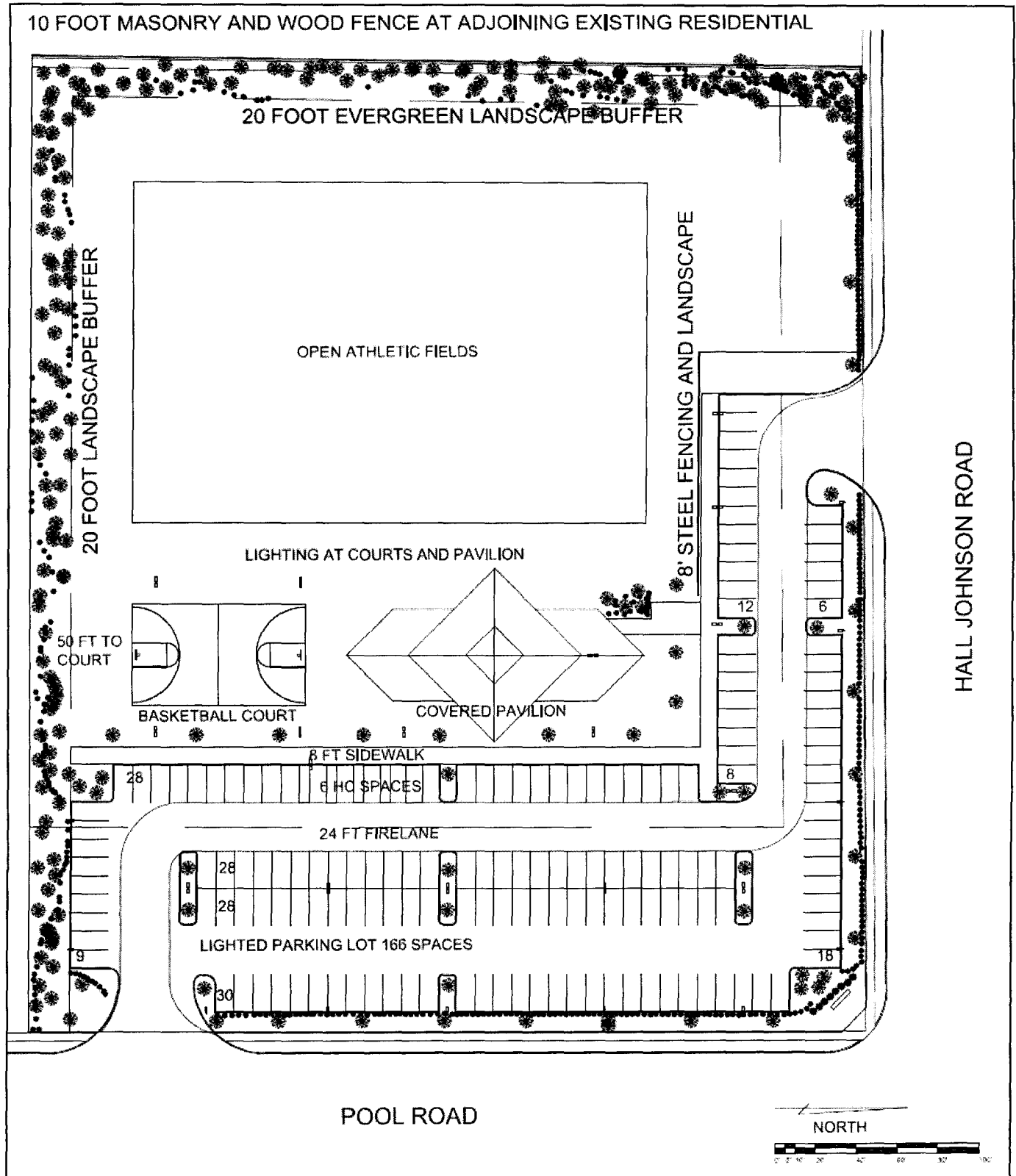


Exhibit "D" – Pavilion Exhibit



Exhibit “E” – Open Rail Fence Exhibit



ORDINANCE O-13-1893

AN ORDINANCE AMENDING ORDINANCE O-12-1822 CONDITIONS; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council approved Ordinance O-12-1822 on February 21, 2012, to establish the zoning of 4.8 acres on Lots 1A and 2, Block 1, of the Wildwood Estates Addition; and

WHEREAS, the applicant has requested an amendment to Ordinance O-12-1822; and

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

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

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

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

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and state law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by amending Ordinance O-12-1822.
- Sec. 3. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by amending the zoning and development requirements on 4.8 acres on Lot 1R, Block 1, of the Wildwood Estates Addition as depicted on Exhibit "A" and described in Exhibit "B".
- Sec. 4. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.
- Sec. 5. THAT the above described tract of land shall be subject to the following conditions:

1. AMENDMENTS TO ORDINANCE O-12-1822

- a. The following amendments to Ordinance O-12-1822 are hereby authorized:

- (1) Section 4(5)a: the requirement that the support columns be constructed of masonry materials is hereby

deleted, attached as Exhibit "C".

- (2) Section 4(6)b: this section shall only apply if the adjacent properties to the south of the subject property are developed as residential properties, at which time the screening fence must be constructed prior to the final inspection of any adjacent residential development, as seen in the attached Exhibit "D".
- (3) Section 4(6)c: A decorative six (6) foot open rail steel panel fence shall extend along the northern property line along Hall-Johnson Road.
- (4) Section 4(7)b: The requirement for a 20 foot landscape buffer along the southern property line is hereby deleted, as seen in the attached Exhibit "D".
- (5) Section 4(8)a: the term "five (5) feet" is hereby deleted from this section.

2. GENERAL

- a. In lieu of construction, the developer may place into escrow the cost to construct the required ten (10) foot trail along Pool Road, per the requirements of the Land Development Code. Said escrow payment, or construction, shall occur prior to the issuance of the final certificate of occupancy.

Sec. 6. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 7. 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. 8. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 9. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 10. 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.
- Sec. 11. THAT Ordinance O-12-1822 shall remain in full force and effect, except where amended by this ordinance.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 15th day of October 2013.

The second reading and public hearing being conducted on the 5th day of November 2013.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the _____ day of _____ 2013.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

Exhibit “A” –Location and Zoning Map

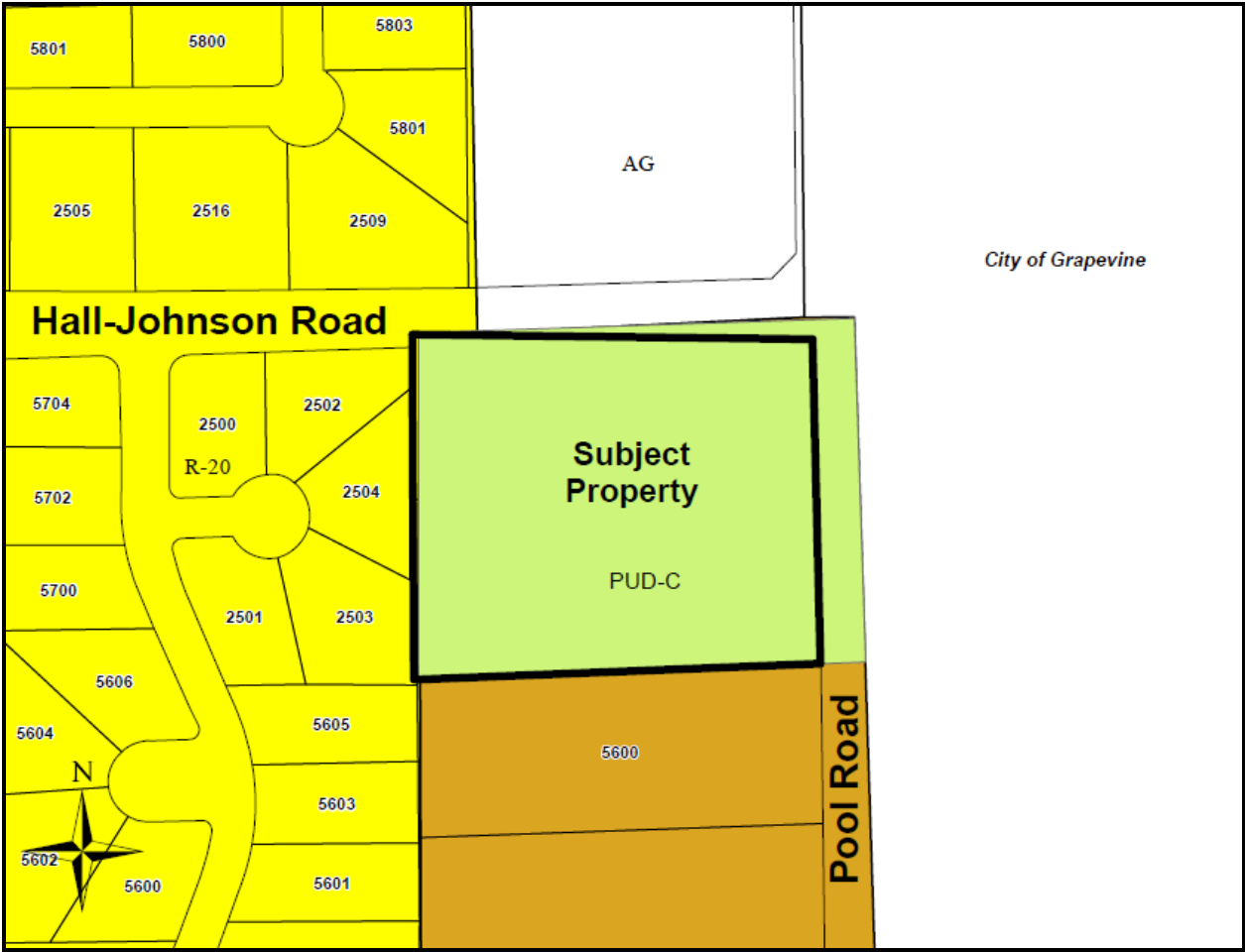


Exhibit “B” – Statement of Planning Objectives

Compass Christian Church is the owner of lots 1&2 of Block 1 of the S.C.H. Witten Survey A-1740. The approximate 4.8 acres was made a PUD per Ordinance 0-12-1822. The property is being developed for athletic and outdoor activities as a compliment to the main worship and Christian education facility to the north and Compass Center, a youth and community outreach center to the east. The church respectfully requests that the PUD be amended to reflect the following modifications:

1. Section 4(5)a- We request that the support columns for the pavilion be clad with masonry materials up to approximately 6 feet in height. We are requesting this for the aesthetic desires of the church.
2. Section 4(6)b- We request the requirement for an eight foot masonry screening fence along the southern property line be removed. Since the Ordinance was passed, the Church has acquired the property to the south so there is no longer a need to screen the property to the south.
3. Section 4(6)c- We request the requirement for a decorative eight foot tall open rail fence be revised to a six foot tall open rail fence, which given the location and intended use will act as a sufficient barrier for ball and players entering the vehicular parking area as well as the street.
4. Section 4(7)b- We request the requirement for a 20 foot landscape buffer along the southern property line be removed. Since the Ordinance was passed, the Church has acquired the property to the south so there is no longer a need to screen the property to the south.
5. Section 4(8)a- We request the verbage 'the developer shall replace and or repair the existing five (5) foot sidewalk along Hall-Johnson Road and Pool Road' be revised to 'the developer shall replace and or repair the existing sidewalk along Hall-Johnson Road and Pool Road'. The church has repaired and replaced the existing sidewalk as damage has occurred during the construction process, however the existing sidewalk width is not currently five feet. Replacing the entire sidewalk to be five feet in width was not indicated as a requirement including any of the Permit plan reviews nor site inspections until the zoning review occurred for final review and occupancy. The church would like to provide earnest money or show funds allocated for future sidewalk replacement when future development of the land may occur.

Exhibit "C" – Pavilion Exhibit

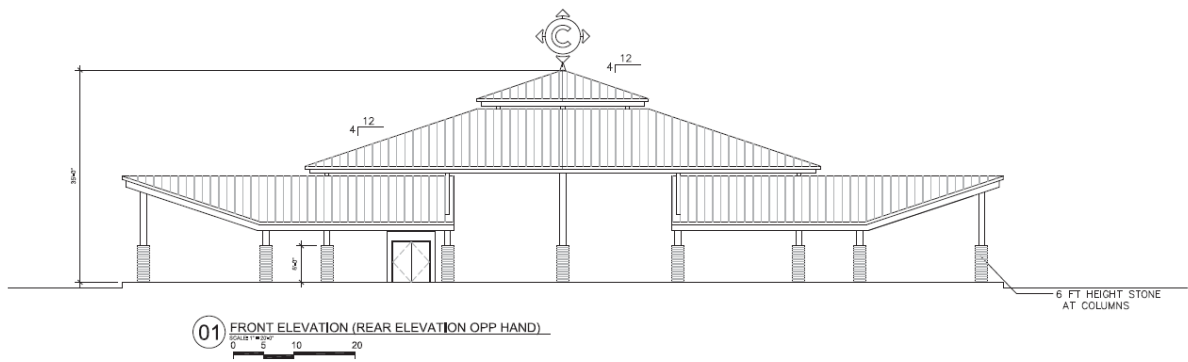
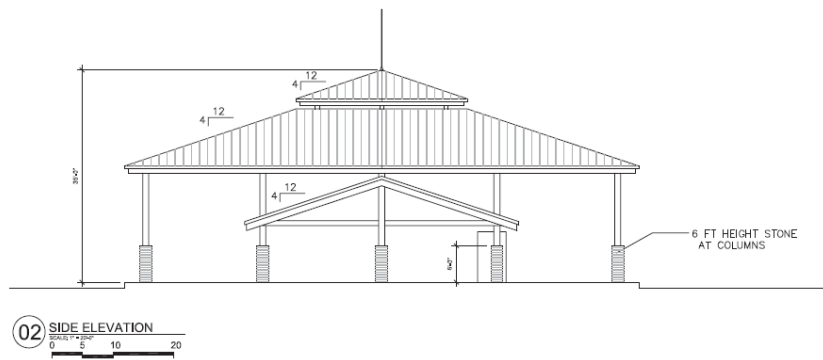
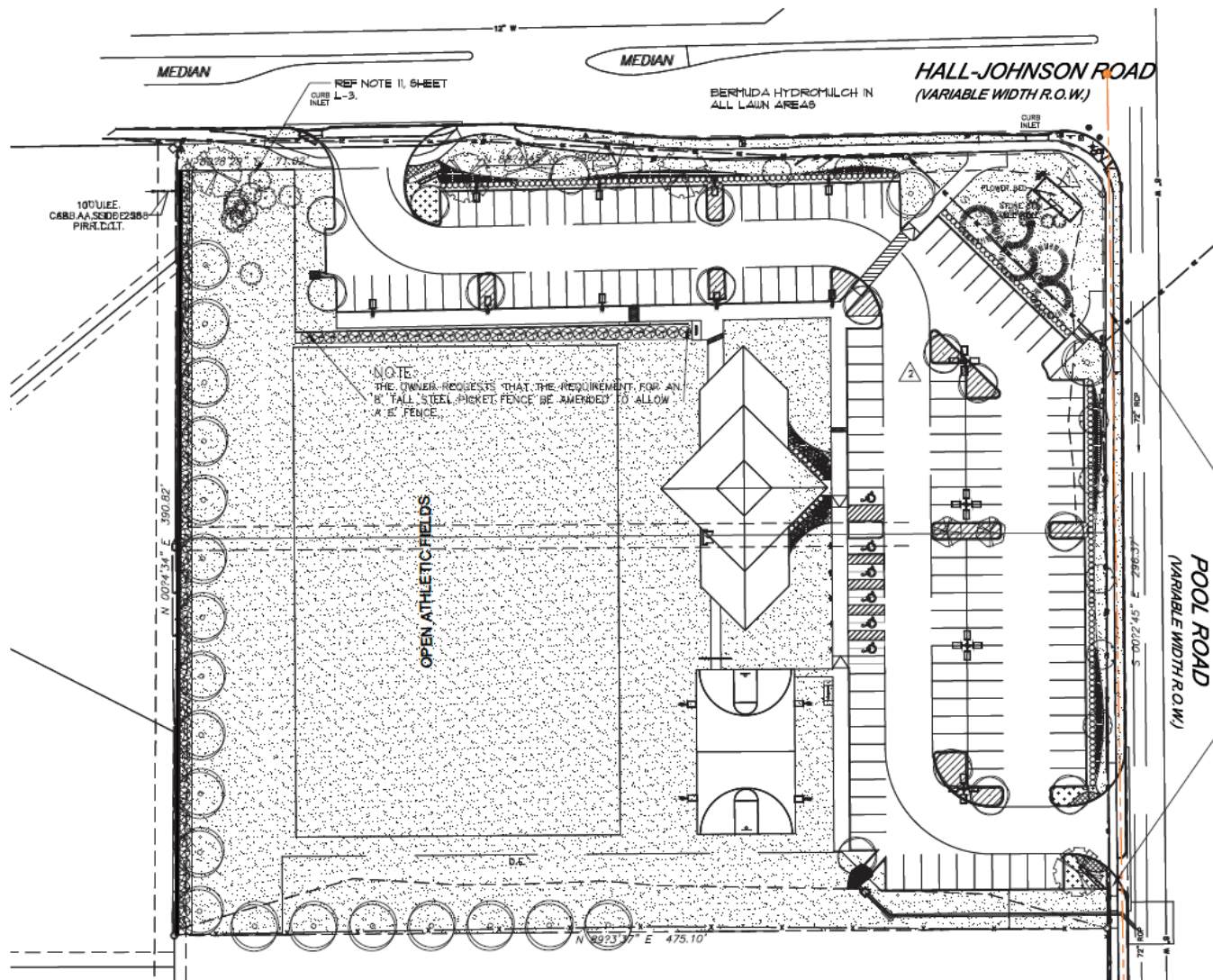


Exhibit "D" – Site Plan



RESOLUTION R-13-3682

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR
CITY COUNCIL MEETING OF
OCTOBER 15, 2013**

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 the agenda decisions approved by City Council action under Business this date and not otherwise adopted by Ordinance and/or separate Resolution as follows are hereby adopted:

a. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 15TH DAY OF OCTOBER 2013.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor