



City of Colleyville City Council Agenda

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

Tuesday, February 18, 2014

City Council Chambers

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

CALL TO ORDER

PC-1 Update and discussion on the SH26 reconstruction project

PC-2 Discussion of the Fiscal Year 2015 (FY 2015) budget preparation calendar

PC-3 Presentation of the Quarterly Performance Management Report

PC-4 Presentation of the Monthly Financial Report - January 2014

PC-5 Discussion of the February 18, 2014, 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 551.071 - Legal - Consultation with attorney regarding open records

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: Fr. Jonathan McElhone, TOR,
Good Shepherd Catholic Community**

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-14-3722**

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 Colleyville's featured business - Albertsons Market, 4000 Glade Road, Juan Limon, Service Manager - Mayor David Kelly and Economic Development Director Marty Wieder

Presentation of the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting - Mayor David Kelly, Assistant City Manager and Chief Financial Officer Terry Leake, and Finance Manager Karen Hines

4. CONSENT: READING AND PUBLIC HEARING - Resolution R-14-3723

4a Approval of the minutes of the regular City Council meeting of February 4, 2014

4b Approval of an engineering services agreement with Garver, LLC, to develop a comprehensive master plan for the City's water and wastewater systems, in an amount not to exceed \$497,999, and authorize the city manager to execute the agreement

5. ORDINANCE(S): SECOND READING AND PUBLIC HEARING**5a Ordinance O-14-1907**

Approval of amendments to Chapter 9 - Subdivision Design and Public Facilities in the Land Development Code

5b Ordinance O-14-1908

Approval of amendments to Chapter 3 - Land Use, Section 3.27- Carport Regulations in the Land Development Code, Case GC13-026

5c Ordinance O-14-1909

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

6. RESOLUTION(S): READING AND PUBLIC HEARING**6a Resolution R-14-3724**

A resolution approving an independent contractor agreement for Bridge instruction at the Senior Center

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

Colleyville Library Board Meeting Minutes - October 14, 2013

Zoning Board of Adjustment Meeting Minutes - January 14, 2014

Planning and Zoning Commission Meeting Minutes - January 27, 2014

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR FEBRUARY 18, 2014 - Reading and Public Hearing - Resolution R-14-3725**10. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards Friday, February 14, 2014 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

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Agenda Number PC-1

Agenda Date 02/18/2014

Type Pre Council

Department Public Works

Title

Update and discussion on the SH26 reconstruction project

Explanation

This item is to update the City Council on the current status of the first phase of the reconstruction of Colleyville Boulevard (SH26) between Pool Road/Brumlow Road and John McCain Road, and to provide an update on the status of the reallocation of the federal/state funding for the next phase of the project between Brown Trail and Hall-Johnson Road.

A copy of the presentation is attached to this agenda briefing.

Attachments

1. SH26/Colleyville Boulevard reconstruction project update presentation



SH26/Colleyville Boulevard Reconstruction Project Update

Pre Council

February 18, 2014

Phase I Current Status

- Timeline Phase I Road Construction
 - Contract Length
 - Started on July 16, 2012 with 394 “working days”
 - Original estimated completion date Spring 2014
 - Revised estimated completion March of 2015 or possibly December of 2014
- Factors contributing to the construction delays
 - » MSE Walls
 - » Swallows (Migratory Birds)
 - » Subcontractor Issue
 - » Construction Management Staff Changes



Phase I Current Status

- City Requested Change Orders
 - Landscaping
 - Street Signs and Signal Poles
 - Cottonbelt Phase III, Sidewalks and Crosswalks

Landscaping

- Received a Green Ribbon Grant From TxDOT in the amount of \$175,000
- Plans prepared by the City Consultant and approved and processed by TxDOT





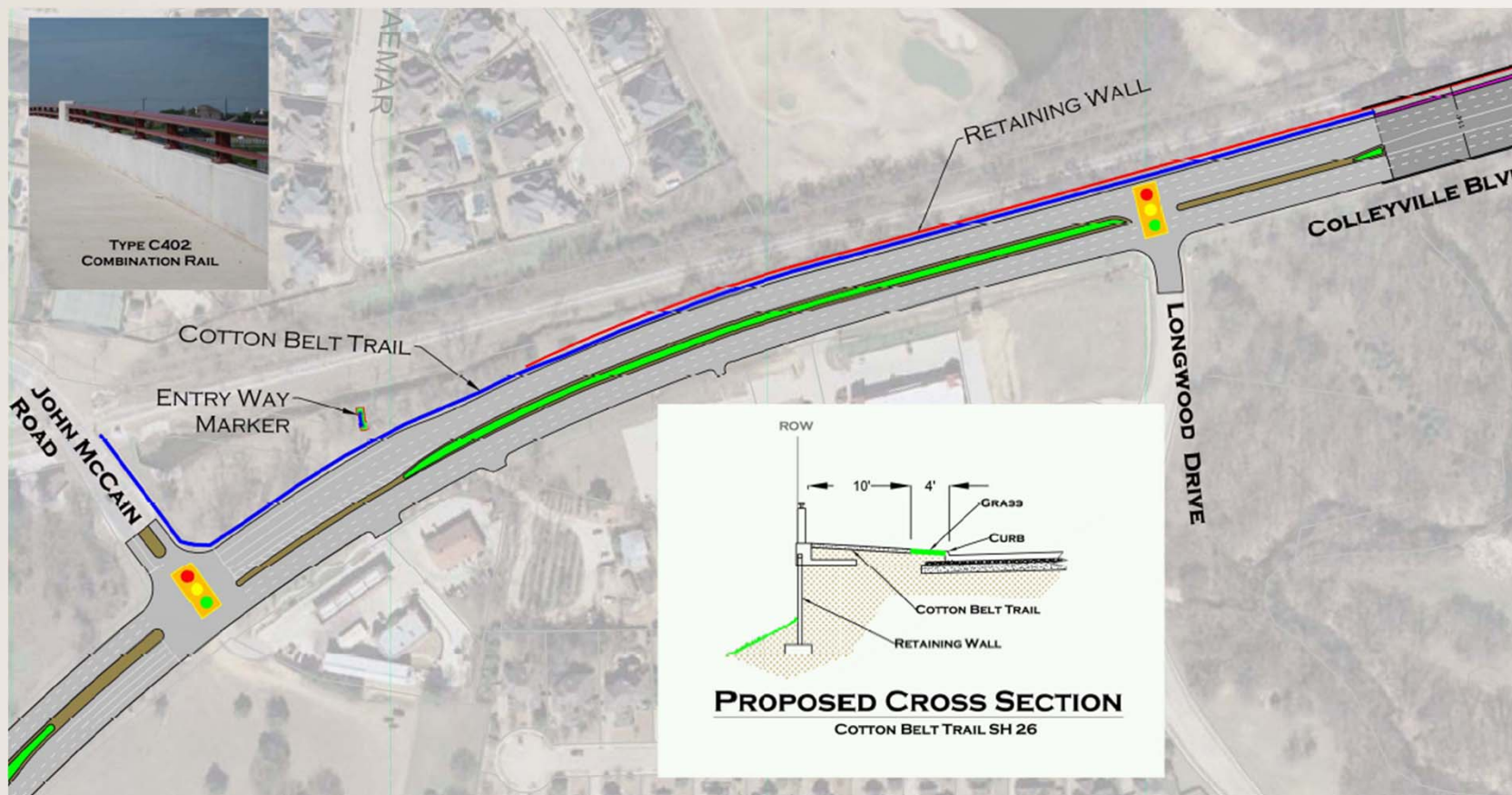
Street Signs



Signal Pole with Light



Cottonbelt Phase III and Sidewalks



Hardscape (Signals and Crosswalks)

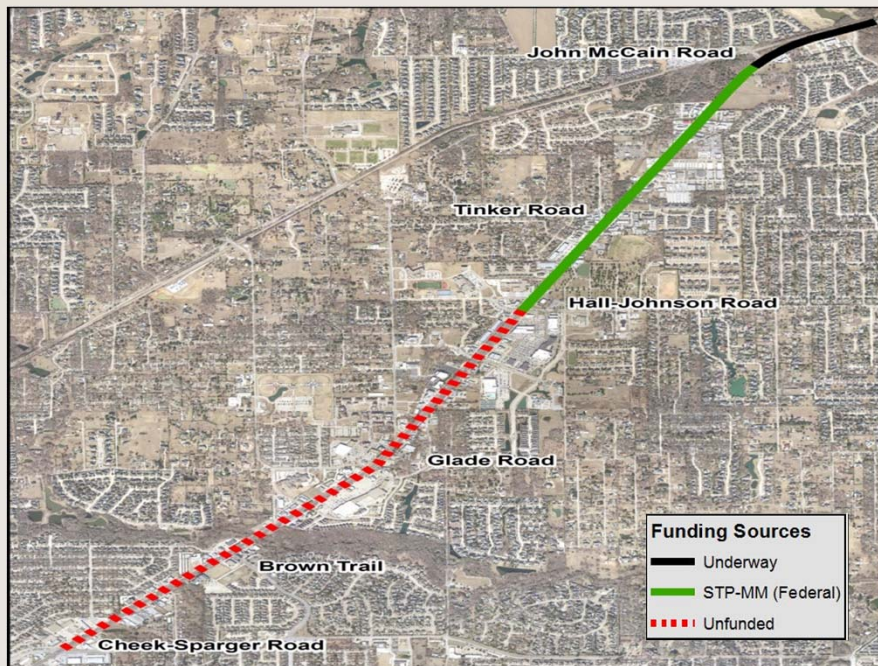


Stamped Concrete for Crosswalks



Future Phases

- TIP Modification
 - Revised the limits to be Hall-Johnson to Brown Trail



Future Phases

- TIP Modification
 - Initially construct 4 lanes(6 lanes ultimate)



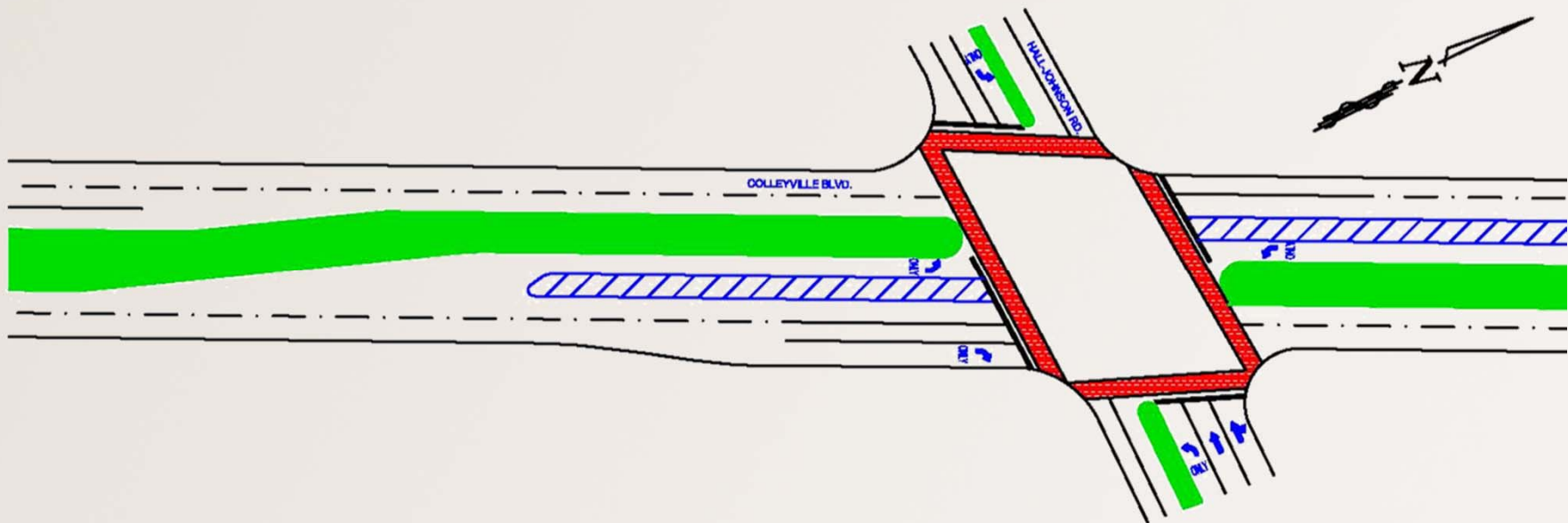
Six Lane R.O.W. with Six Lanes



Six Lane R.O.W. with Four Lanes

Future Phases

- TIP Modification
 - Intersections to be built to full capacity



Future Phases

- Tinker Road and Oak Pointe Intersection





Future Phases

- Utility Adjustments
 - Next phase of City utilities is under design
 - Next phase is estimated to begin on spring 2014
- Enhancement Grant (10' trail)
 - \$2.63 million requested for the entire corridor
 - Approximately \$1.27 million was granted for Hall-Johnson to John McCain
- Street Lighting
 - Staff is evaluating the possibility to add street lighting along the corridor



Future Phases

- City Staff is regularly coordinating with TxDOT on the topics of
 - Lane Widths
 - Speed Limits
 - Medians Widths
 - Sidewalk/Trail
 - Schedules



Questions and Comments



City of Colleyville City Council Agenda Briefing

City Hall
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Agenda Number PC-2

Agenda Date 02/18/2014

Type Pre Council

Department City Manager

Title

Discussion of the Fiscal Year 2015 (FY 2015) budget preparation calendar

Explanation

This item is provided as an opportunity to receive City Council comments concerning the proposed Fiscal Year 2015 (FY 2015) budget preparation calendar, which has been prepared to comply with all applicable state statutes. The attached draft FY 2015 budget preparation calendar notes various budget meeting dates and worksessions with City Council. These dates are highlighted for City Council review.

Attachments

1. FY 2015 Budget Preparation Calendar

FY 2015 Budget Preparation Calendar

Date	Activity
February	Prepare Current Service Level Numbers
Tuesday, February 18	City Council reviews the proposed budget schedule
February	Human Resources notifies Departments of the deadline and requirements for requesting a new position or reclassification of an existing position.
early March	Update the Budget Preparation Manual if necessary
Tuesday, March 4	Review budget calendar with City Council candidates
Friday, March 21	Deadline for Departments to submit completed PDQs for new positions or reclassification of existing positions to Human Resources. Human Resources will provide cost estimates within 3 weeks for Departments to use in Service Enhancement Requests.
Monday, March 24	Budget Kickoff meeting for City staff
Friday, April 4	Current Service Level Budget due in MUNIS Level 1
early April	Meeting with Police Department to plan the Crime Control and Prevention District Budget
Tuesday, April 15	City Council meeting- Pre Council mid-year budget presentation by Finance Manager
Friday, April 18	Non-Discretionary Requests due in MUNIS Budget Level 2
Friday, April 25	All other components of the Budget Submittal are due (see Budget Preparation Manual)
Thursday, May 1 - Thursday, May 8	Department Budget Submittal Meetings with the Budget Team
Saturday, May 10	City Council Election
Thursday, May 15	Tarrant Appraisal District releases preliminary appraisal information
Thursday, May 29	Colleyville Crime Control and Prevention District meeting- Budget Worksession (5:00 p.m.) City Council Special Meeting- Budget Worksession (6:00 p.m.)
Thursday, June 5	Publish notice of CCCPD budget public hearing (by both the Board and Governing Body/Council) that will be on June 17th
Tuesday, June 17	Colleyville Crime Control and Prevention District meeting – Budget Adoption (5:00 p.m.) - serves as public hearing and adoption by board City Council meeting- First Reading of Colleyville Crime Control and Prevention District budget (7:30 p.m.) - serves as public hearing by governing body
Thursday, June 19	1-Day Budget Retreat: Leadership Team prioritizes Service Enhancement Packages (which will include new position and reclassification requests)

FY 2015 Budget Preparation Calendar

Tuesday, July 1	City Council meeting – Second Reading and adoption of Colleyville Crime Control and Prevention District budget (7:30 p.m.) - serves as approval by the governing body Pre Council discussion on updates to fees/charges (if needed)
Friday, July 25	Tarrant Appraisal District releases certified tax roll
Friday, August 8	City Manager's proposed budget distributed to City Council
Tuesday, August 12	City Council Special Meeting- Submission of effective and rollback tax calculations to City Council; approval of certified appraisal roll; submission of certified collection rate Budget Worksession (6:00 p.m.)
Thursday, August 14	City Council Special Meeting- Vote to consider a tax revenue increase (if needed) and vote to schedule a Public Hearing on the Tax Rate on August 26th & September 2nd (if needed) Colleyville Economic Development Corporation meeting- Budget Worksession Publish Notice of Effective and Rollback Tax Rate Calculations
Monday, August 18	Publish Notice of 1st Public Hearing on Tax Increase (if needed)
Wednesday, August 20	Publish Notice of Budget Public Hearing
Tuesday, August 26	Colleyville Economic Development Corporation meeting – Budget Adoption City Council Special Meeting- 1st Public Hearing Tax Rate (if needed)
Tuesday, September 2	City Council meeting – 1st reading of budget ordinance and budget public hearing City Council meeting - 1st reading of tax rate ordinance (serves as 2nd public hearing on a tax increase, if needed)
Wednesday, September 3	Distribute Agency Contracts for execution
Thursday, September 4	Publish Notice of Tax Revenue Increase (if needed)
Tuesday, September 16	City Council meeting – 2nd reading of budget ordinance (official adoption) City Council meeting- 2nd reading of tax rate ordinance (official adoption)
Tuesday, September 30	Executed Agency Contracts due
Wednesday, October 1	Fiscal year begins
October	Create vouchers and mail checks for Agency Contracts
Monday, December 15	Adopted Budget to GFOA by this date; 90 days after adoption



City of Colleyville City Council Agenda Briefing

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Agenda Number PC-3
Type Pre Council
Department City Manager

Agenda Date 02/18/2014

Title

Presentation of the Quarterly Performance Management Report

Explanation

The purpose of this item is to report on performance of the programs and services identified in the strategic plan and the general operations of the City through the use of performance measures. The performance measures presented are the scorecard by which key performance indicators are measured, and ultimately, how performance with respect to the five strategic points identified as the City Council's priorities is assessed.

In addition to performance measures, additional metrics called vital statistics are now included in the report. Performance measures are measures of efficiency or effectiveness and represent outcomes that can be directly influenced by staff. Vital statistics represent data that is important to track for overall understanding of how a program is performing and for decision making, but is not necessarily a reflection of efficiency or effectiveness, and is not something that staff has significant control over. The presentation of both performance measures and vital statistics provides a well-rounded look at performance and trends in programs and services, while also furthering the City's efforts of accountability and transparency to those we serve.

The attached spreadsheet includes the first quarter of actual data from FY 2014, reflected in the FY 2014 YTD (year to date) column. For performance measures, the FY 2014 YTD numbers are compared to the FY 2014 target that was established by the responsible department and are color coded as listed below. Vital statistics do not have a FY 2014 target and are therefore not color coded, as those metrics represent information that is important to track, but are not necessarily appropriate to set targets for.

Gray - Data not available at this time

Green - Performance is on track to meet or exceed the target

Yellow - Performance is near the target, but is not expected to meet it

Red - Performance is not on track to meet the target

A Dashboard Report has also been included for the first time and offers a more visual presentation of highlighted performance measures and vital statistics. Each quarter,

the Dashboard Report will focus on one of the five strategic points in the strategic plan and will include charts and graphs depicting selected performance measures and vital statistics that are tied to that particular strategic point.

All performance measures will be regularly evaluated to ensure they continue to appropriately measure the effectiveness of City services and will be updated as necessary. Staff will also continue to track and include vital statistics in performance management reports to provide the additional information that is necessary for informed decision making.

Attachments

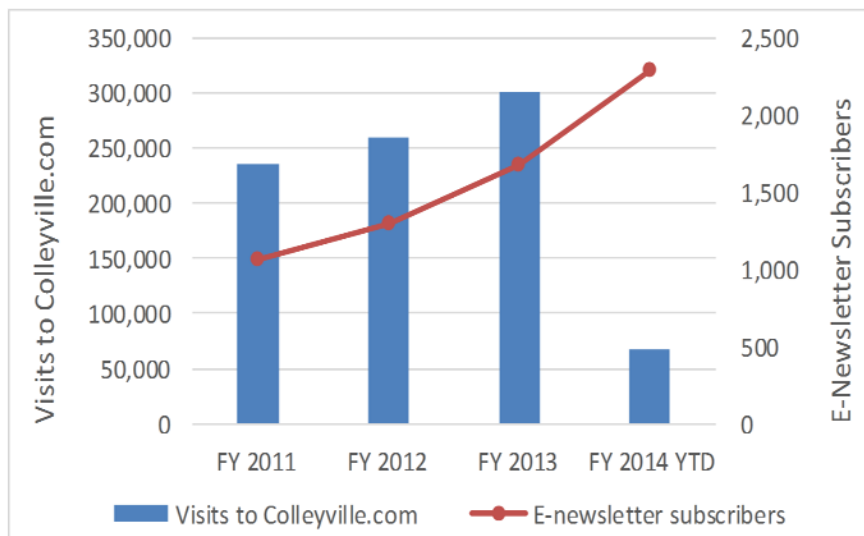
1. FY 2014 Q1 Dashboard Report
2. FY 2014 Q1 Performance Management Report



DASHBOARD REPORT

PERFORMANCE MEASURES & VITAL STATISTICS
FISCAL YEAR 2014 - QUARTER 1

COMMUNICATION TRENDS



STRATEGIC PLAN CONNECTION:

***BRAND COLLEYVILLE
WITH A UNIQUE
IDENTITY***

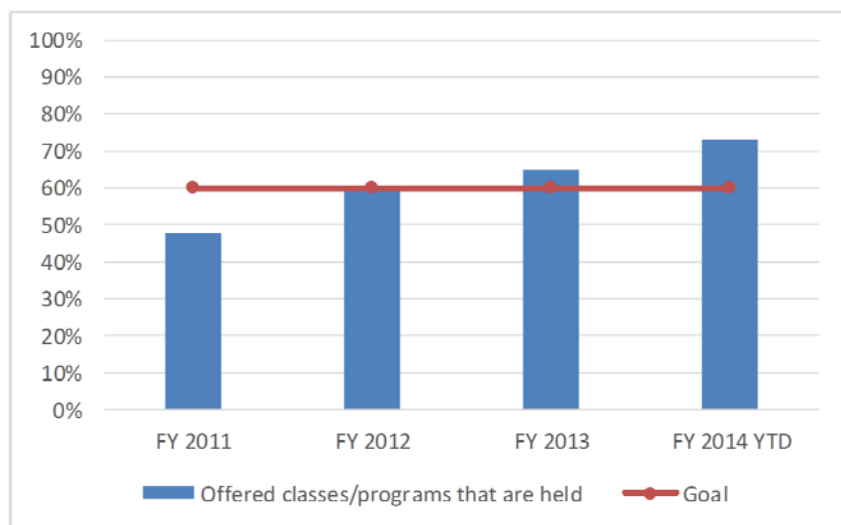
The metrics highlighted each quarter will focus on one of the five strategic points in Colleyville's Strategic Plan.

NUMBER OF PARTICIPANTS AT THE SENIOR CENTER



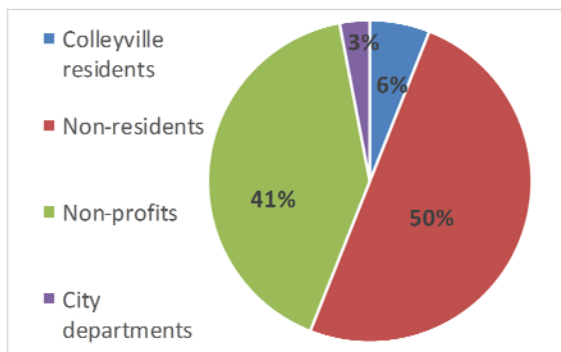
* This represents the total number of filled participant spots in all classes that charge a fee

PERCENTAGE OF OFFERED RECREATION CLASSES/PROGRAMS HELD



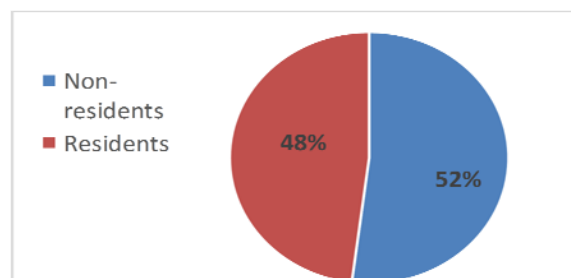
* In order to hold or "make" a class/program, a minimum number of participants must enroll in the class/program

COLLEYVILLE CENTER RENTALS



* A total of 90 events were held in Q1

PERCENTAGE OF ALL YOUTH SPORTS PARTICIPANTS THAT ARE RESIDENTS



FY 2014 Q1 Performance Management Report

PUBLIC SAFETY

		Program	Strategic Point	FY 2011	FY 2012	FY 2013	FY 2014 Target	FY 2014 YTD
Performance Measures	Percentage of code violations located proactively	Code Enforcement	Neighborhoods	56%	62%	69%	≥ 50%	85%
	Number of cases successfully resolved	Criminal Investigations	Core Service	N/A	N/A	N/A	≥ 400	113
	Percentage of UCR Part 1 Crimes cleared	Criminal Investigations	Core Service	47%	28%	20%	≥ 30%	23%
	Percentage of crime victims contacted by investigators within 3 days	Criminal Investigations	Core Service	92%	95%	92%	≥ 95%	91%
	Number of UCR Part 1 Crimes	Police Administration	Neighborhoods	201	199	175	≤ 180	45
	Average Priority 1 response time (call dispatch to arrival)	Police Patrol	Core Service	4:30	4:12	4:11	≤ 5:00	4:29
	Percentage of officers surveyed satisfied with Communications/Jail	Communications/Jail	Core Service	N/A	N/A	N/A	≥ 74%	N/A
	Fire/Ambulance response in under six minutes (call dispatch to arrival)	EMS Operations	Core Service	84%	83%	85%	≥ 85%	78%
	Percentage of plans reviewed within 48 hours	Fire Prevention / Investigations	Core Service	99%	97%	100%	≥ 98%	100%
	Percentage of fire investigations cleared within 30 days	Fire Prevention / Investigations	Core Service	100%	100%	100%	≥ 95%	100%
	Percentage of inspections performed within 48 hours of request	Fire Prevention / Investigations	Core Service	98%	97%	100%	≥ 95%	100%

		Program	Strategic Point	FY 2011	FY 2012	FY 2013	FY 2014 YTD
Vital Statistics	Injury accidents per 1,000 population	Police Patrol	Core Service	1.5	2.2	0.75	0.71
	Number of self-initiated calls for service (proactive, community policing)	Police Patrol	Neighborhoods	18,396	40,324	54,231	11,714
	Total number of outstanding warrants in system since 1/1/03	Warrant Officer	Core Service	4,555	4,170	3,971	4,200
	Number of warrants served	Warrant Officer	Core Service	3,933	7,190	1,452	404
	Fire Related Responses	Fire Operations	Core Service	N/A	N/A	381	139
	Service Related Responses	Fire Operations	Core Service	N/A	N/A	357	35
	EMS Related Responses	EMS Operations	Core Service	N/A	N/A	829	235
	Ambulance billing revenue	EMS Operations	Sust. Gov't	\$307,000	\$322,000	\$323,672	\$105,852
	Percentage of billed services recovered	EMS Operations	Sust. Gov't	35%	30%	30%	33%
	Total number of volunteer hours from CFAAA and Rehab Team	Fire Administration	Core Service	N/A	N/A	900	63
	Community Fire Prevention Events	Fire Prevention / Operations	Core Service	N/A	N/A	N/A	42
	Average hours of training per employee	Fire Operations	Core Service	195	205	160.9	39.5

FY 2014 Q1 Performance Management Report

DEVELOPMENT

		Program	Strategic Point	FY 2011	FY 2012	FY 2013	FY 2014 Target	FY 2014 YTD
Performance Measures	Percentage of residential plan reviews completed in five days or less	Building Inspection	Eco. Dev.	New Measure	New Measure	21%	≥ 75%	22%
	Percentage of commercial plan reviews completed in ten days or less	Building Inspection	Eco. Dev.	New Measure	New Measure	44%	≥ 75%	46%
	Percentage of inspections performed within 24 hours	Building Inspection	Core Service	96%	93%	97%	≥ 95%	98%
	Percent of online department survey respondents satisfied with overall service	Planning and Zoning/Building Inspection	Core Service	New Measure	New Measure	89%	= 100%	100%
	Average percentage occupancy of retail and office spaces	Economic Development	Eco. Dev.	87%/87%	88%/89%	90%/89%	≥ 88%/89%	91%/86%
	Colleyvilleclosebuy.com and app visitors per month	Marketing	Eco. Dev.	478	500	303	≥ 550	466
	CloseBuy.com business exposures per quarter (includes internet search engine visits)	Marketing	Eco. Dev.	N/A	95,000	144,911	≥ 125,000	98,933
	CloseBuy.com business directory queries per quarter	Marketing	Eco. Dev.	N/A	1,000	1,409	≥ 1,250	1,581
	Percent of zoning case approvals consistent with Master Plan	Planning and Zoning	Neighborhoods	New Measure	New Measure	94%	= 100%	92%

		Program	Strategic Point	FY 2011	FY 2012	FY 2013	FY 2014 YTD
Vital Statistics	Number of commercial remodel/add-alter permits	Economic Development	Eco. Dev.	79	65	75	43
	Value of commercial remodel/add-alter permits	Economic Development	Eco. Dev.	\$13M	\$11.7M	\$9.44 M	\$7.53 M
	Fees generated from commercial remodel/add-alter permits	Economic Development	Eco. Dev.	\$138,276	\$101,000	\$106,290	\$69,675
	Fees generated from new commercial building permits	Economic Development	Eco. Dev.	\$109,097	\$225,000	\$128,535	\$107,378
	Number of new commercial building permits	Economic Development	Eco. Dev.	7	8	6	1
	Value of new commercial building permits	Economic Development	Eco. Dev.	\$4.0M	\$12.9M	\$3.48M	\$5.5M
	General Fund Sales Tax Revenue	Economic Development	Eco. Dev.	\$2.64M	\$2.86M	\$3.07M	\$452,492
	Number of Inspections Performed	Building Inspection	Eco. Dev.	6,829	8,780	6,832	1,305

FY 2014 Q1 Performance Management Report

LEISURE

		Program	Strategic Point	FY 2011	FY 2012	FY 2013	FY 2014 Target	FY 2014 YTD
Performance Measures	Percentage of competitive athletic fields meeting departmental maintenance standards	Athletic Field Maintenance	Core Service	NA	NA	NA	≥ 85%	75%
	Percentage of park inspections meeting standards	Park Maintenance	Core Service	85%	85%	87%	≥ 85%	86%
	Percentage of library materials requests filled within 30 days	Library Services	Core Service	77%	83%	86%	≥ 80%	Annual Measure
	Percentage of library patrons who come to the library looking for items and find them	Library Services	Core Service	75%	82%	79%	≥ 80%	80%
	Children's program attendance	Library Services	Core Service	12,003	17,145	21,955	≥ 17,836	4,225
	Adult and teen program attendance	Library Services	Core Service	426	809	910	≥ 842	193
	Children's summer reading program participation	Library Services	Core Service	1,010	1,054	1,182	≥ 1,096	N/A
	Adult and teen summer reading program participation	Library Services	Core Service	134	106	118	≥ 110	N/A
	Library patron visits	Library Services	Core Service	104,276	104,268	123,211	≥ 108,470	28,167
	Reference Completion Rate	Library Services	Core Service	36,036	39,799	35,048	≥ 40,000	7,943
	Circulation of the library materials collection	Library Services	Core Service	235,238	244,613	250,737	≥ 254,471	52,183
	Percentage of offered classes/programs held	Recreation	Unique Identity	48%	60%	65%	≥ 60%	73%
	Number of participants	Senior Center	Unique Identity	1,384	1,500	1,751	≥ 1,500	727
	Percentage of resident membership visits	Senior Center	Unique Identity	54%	55%	58%	≥ 60%	60%
	Percentage of cost recovery	Colleyville Center	Unique Identity	78%	70%	66%	≥ 70%	66%
	Percentage of customer satisfaction ratings of "excellent"	Colleyville Center	Unique Identity	98%	98%	96.3%	≥ 94%	91.2%
	Revenue generated from bookings	Colleyville Center	Unique Identity	\$245,749	\$240,000	\$246,797	≥ \$220,000	\$43,071
	Number of events held	Colleyville Center	Unique Identity	410	420	386	≥ 404	90

FY 2014 Q1 Performance Management Report

Leisure Continued

		Program	Strategic Point	FY 2011	FY 2012	FY 2013	FY 2014 YTD
Vital Statistics	Percentage of Colleyville households with at least one active library card holder	Library Services	Core Service	50%	55%	50%	Annual Measure
	Library materials collection size	Library Services	Core Service	62,997	65,740	69,736	70,561
	Number of staff hours dedicated to athletic field maintenance and game preparation	Athletic Field Maintenance	Unique Identity	N/A	4,725	4,884	1,120
	Percentage of revenue recovery and value of donations generated by athletic program	Athletic Field Maintenance	Unique Identity	13%	11%	12%	6%
	Number of youth sports participants	Athletic Field Maintenance	Unique Identity	4,774	4,750	4,063	2,029
	Percentage of participants that are non-residents for all youth sports	Athletic Field Maintenance	Unique Identity	51%	51%	49%	52%
	Value of donations	Park Maintenance	Unique Identity	\$2,429	\$2,000	\$86,118	\$0
	Number of classes/programs offered	Senior Center	Unique Identity	150	120	151	44
	Average membership visits per month	Senior Center	Unique Identity	560	500	534	439
	Number of Metroport Meals on Wheels participants	Senior Center	Unique Identity	New Measure	1,800	1,727	386
	Percentage of Meals on Wheels participants who are residents	Senior Center	Unique Identity	New Measure	50%	52%	51%
	Percentage of resident class participants	Recreation	Unique Identity	59%	60%	49%	38%
	Percentage of events generating economic impact for local business	Colleyville Center	Unique Identity	57%	55%	57%	57%
	Percent of total events held: Colleyville residents	Colleyville Center	Unique Identity	N/A	N/A	9%	6%
	Percent of total events held: Non-residents	Colleyville Center	Unique Identity	N/A	N/A	41%	50%
	Percent of total events held: Non-profits	Colleyville Center	Unique Identity	N/A	N/A	44%	41%
	Percent of total events held: City departments	Colleyville Center	Unique Identity	N/A	N/A	6%	3%

FY 2014 Q1 Performance Management Report

PUBLIC WORKS

		Program	Strategic Point	FY 2011	FY 2012	FY 2013	FY 2014 Target	FY 2014 YTD
Performance Measures	Percent of internal customers satisfied with facility environment	Building Services	Sust. Gov't	N/A	98%	89%	≥ 98%	Annual Measure
	Percentage of work orders responded to within one business day	Building Services	Sust. Gov't	98%	99%	78%	≥ 90%	50%
	Percent of scheduled lane miles of public streets swept	Stormwater Management	Core Service	New Measure	94%	98%	≥ 98%	97%
	Percent of storm drain inlets inspected	Stormwater Management	Core Service	New Measure	New Measure	New Measure	≥ 50%	Annual Measure
	Percentage of storm sewer lines inspected	Drainage Maintenance	Core Service	New Measure	New Measure	New Measure	≥ 20%	Annual Measure
	Meter reading accuracy	Utility Support	Core Service	99%	98%	99%	≥ 98%	99%
	Percentage of total waste water lines cleaned annually	Waste Water Collection	Core Service	63%	88%	93%	≥ 95%	Annual Measure
	Percentage of water valves exercised	Water Distribution	Core Service	New Measure	New Measure	New Measure	≥ 25%	Annual Measure
	Percentage of monthly water samples testing negative for coliform bacteria	Water Distribution	Core Service	99.98%	100.00%	99.36%	= 100%	100.00%
	Percent of street and traffic signs replaced	Street Maintenance	Neighborhoods	New Measure	8%	12%	= 10%	Annual Measure
	Percentage of pavement markings renewed	Street Maintenance	Neighborhoods	New Measure	New Measure	New Measure	≥ 20%	Annual Measure
	Lane miles of unimproved streets	Engineering Services	Neighborhoods	71.32	71.32	71.32	≤ 68.47	Annual Measure

		Program	Strategic Point	FY 2011	FY 2012	FY 2013	FY 2014 YTD
Vital Statistics	Percentage of fleet time available	Fleet Maintenance	Sust. Gov't	New Measure	98%	98%	98%
	Ratio of scheduled maintenance to unscheduled repairs	Building Services	Sust. Gov't	80%	77%	68%	40%
	Number of infrastructure repairs needed within two- year maintenance bond period	Engineering Services	Core Service	1	0	0	0
	Value of newly-constructed public infrastructure in place	Engineering Services	Neighborhoods	New Measure	New Measure	New Measure	\$1.07M
	Percentage of construction time with City staff present	Engineering Services	Neighborhoods	New Measure	New Measure	New Measure	25%
	Percentage of time preventative maintenance is completed on schedule	Fleet Maintenance	Sust. Gov't	New Measure	New Measure	New Measure	89%
	Water loss ratio	Water Distribution	Core Service	3.17%	4.50%	4.33%	Annual Measure

FY 2014 Q1 Performance Management Report

ADMINISTRATION

		Program	Strategic Point	FY 2011	FY 2012	FY 2013	FY 2014 Target	FY 2014 YTD
Performance Measures	City-initiated news leads	Communications	Unique Identity	32	40	31	≥ 25	12
	Responses to media inquires within 1 hour	Communications	Unique Identity	95%	95%	96%	≥ 95%	97%
	Number of public information campaigns	Communications	Unique Identity	9	8	6	≥ 8	1
	Coverage in print, broadcast, online/associated media value	Communications	Unique Identity	\$92,998	\$130,000	\$82,650	≥ \$90,000	\$26,343
	Number of complaints regarding trash or recycling services	Solid Waste and Recycling	Core Service	124	149	132	≤ 150	13
	Percentage of board, commission, and committee members that have completed Texas Open Meeting Act training	City Secretary	Sust. Gov't	< 50%	< 50%	< 50%	≥ 95%	47%

		Program	Strategic Point	FY 2011	FY 2012	FY 2013	FY 2014 YTD
Vital Statistics	Tax rate per hundred dollars of valuation	City Council	Sust. Gov't	\$0.3559	\$0.3559	\$0.3559	\$0.3559
	Average pounds recycling per home/per collection	Solid Waste and Recycling	Core Service	9.2	12.2	11.5	12.3
	Number of household hazardous waste collections (at Fort Worth ECC and Clean Sweep event)	Solid Waste and Recycling	Core Service	486	524	572	85
	Visits to Colleyville.com	Communications	Unique Identity	235,217	260,000	300,605	67,163
	E-newsletter subscribers	Communications	Unique Identity	1,064	1,300	1,679	2,290
	Number of public information requests	City Secretary	Core Service	147	196	217	73
	Number of citizen survey responses	City Manager's Office	Sust. Gov't	N/A	1,665	N/A	N/A

FY 2014 Q1 Performance Management Report

FINANCE

		Program	Strategic Point	FY 2011	FY 2012	FY 2013	FY 2014 Target	FY 2014 YTD
Performance Measures	Percent of requisitions converted to purchase orders in < 3 days	Finance	Sust. Gov't	N/A	100%	99%	≥ 97%	99%
	Number of audit adjustments in period 13 closing	Finance	Sust. Gov't	20	14	12	≤ 12	Annual Measure
	Percentage warrants issued within 8 day period after due date or court date	Municipal Court	Core Service	New Measure	New Measure	New Measure	≥ 97%	94%
	Billing accuracy rate	Utility Billing	Core Service	99.0%	98.3%	99.0%	≥ 99.5%	99.0%
	Percentage of service orders closed out on time	Utility Billing	Core Service	100%	100%	100%	= 100%	100%

		Program	Strategic Point	FY 2011	FY 2012	FY 2013	FY 2014 YTD
Vital Statistics	Percent of ACH payments to total accounts payable	Finance	Sust. Gov't	New Measure	New Measure	New Measure	8%
	Teen Court referrals vs. work site location	Municipal Court	Core Service	New Measure	New Measure	New Measure	N/A
	Number of citations filed per FTE	Municipal Court	Core Service	3,900	4,000	4,268	982
	Number of bench trials vs. jury trials set	Municipal Court	Core Service	New Measure	New Measure	New Measure	13 / 14
	Percentage of automatic draft customers/total customers	Utility Billing	Core Service	13%	15%	15%	16%
	Percentage of customers paying before cutoff	Utility Billing	Core Service	97%	97%	97%	96%
	Uncollectible accounts written off at year end (water & sewer)	Utility Billing	Core Service	N/A	\$34,628	\$30,500	Annual Measure

FY 2014 Q1 Performance Management Report

INTERNAL SERVICES

		Program	Strategic Point	FY 2011	FY 2012	FY 2013	FY 2014 Target	FY 2014 YTD
Performance Measures	Percentage turnover (per fiscal year)	Human Resources	Sust. Gov't	15%	12%	22%	≤ 10%	3%
	Percentage of annual performance evaluations completed on time	Human Resources	Sust. Gov't	New Measure	36%	25%	≥ 90%	Annual Measure
	Percentage of employees who participate in wellness program	Human Resources	Sust. Gov't	New Measure	80%	78%	≥ 80%	86%
	Workers' compensation experience modification factor (actual losses compared to expected losses)	Human Resources	Sust. Gov't	New Measure	New Measure	0.48	≤ 0.85	0.45
	Medical and pharmacy loss ratio (paid claims divided by premiums)	Human Resources	Sust. Gov't	New Measure	New Measure	66%	≤ 85%	80%
	Percentage of product requests completed on time	Graphical Information Services (GIS)	Sust. Gov't	98%	90%	82%	≥ 85%	100%
	Percentage of address and/or plat issues responded to within 24 hours	Graphical Information Services (GIS)	Sust. Gov't	100%	96%	64%	≥ 90%	100%
	Percentage of broadcast uptime	Network/Desktop Services	Sust. Gov't	98.65%	99.99%	99.82%	≥ 99%	98.09%
	Percentage of work orders completed on time	Network/Desktop Services	Sust. Gov't	86%	80%	87%	≥ 95%	71%
	Percentage of network data and telecommunications uptime	Network/Desktop Services	Sust. Gov't	99.84%	99.99%	99.83%	≥ 99%	99.70%
	Percentage of IT work plan projects completed on time	Network/Desktop Services	Sust. Gov't	80%	80%	100%	= 100%	93%
	Percentage of data backup success	Network/Desktop Services	Sust. Gov't	94%	95%	91%	= 100%	93%
Vital Statistics		Program	Strategic Point	FY 2011	FY 2012	FY 2013	FY 2014 YTD	
	Total number of equipment pieces maintained by department	Network/Desktop Services	Sust. Gov't	410	430	419	563	



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-4

Agenda Date 02/18/2014

Type Pre Council

Department Finance

Title

Presentation of the Monthly Financial Report - January 2014

Explanation

The percentage of current year taxes collected is 94.67%, which is slightly ahead of January 2013 collections. Current taxes received so far this fiscal year exceeds the amount received last fiscal year by \$1,338,523. This increase, however, is due to the timing differences in the payments sent by GCISD. Last fiscal year, more of the January receipts were sent in February and were reflected on the February Monthly Financial Report. Sales tax revenue received in January was up 8.96% (\$17,838) from revenues reported for the same time period last year. Year to date General Fund sales tax is up 8.41% (\$35,093). This is the eleventh consecutive month of increased sales tax revenues as compared to the prior year, and is the highest January sales tax allocation ever received. The annual electric franchise payment received from Tri-County Electric was slightly higher than the budgeted projection. Eight new residential building permits were issued compared to five issued for the same time period last fiscal year. Permit revenues currently exceed the budgeted year to date projection by \$153,321. Revenues from ambulance collections also exceed budgeted projections by \$38,766. Revenues received for plan review and inspection fees are over \$142,000 due to several development projects. The average amount expended by the General Fund departments at the end of January is 26.98% of the total appropriation, versus 27.77%, which was projected to be spent.

Utility Fund

Water usage decreased as compared to the amount sold through January 2013, due to an increase in rainfall. For the first three months of the fiscal year, rainfall totals were just over eight inches compared to three inches for the same time period last year. This is the primary reason behind the decrease in usage, as water restrictions and tiered water rates have less effect on usage during the winter months. The average amount expended by the Utility Fund departments at the end of January is 32.67% of the total appropriation, versus 34.46%, which was projected to be spent.

Attachments

1. January 2014 Monthly Financial Report

MONTHLY FINANCIAL REPORT - JANUARY 2014

GENERAL FUND		RECEIVED	PROJECTED	RECEIPT VS	RECEIVED	PERCENT
REVENUE SOURCE	FY 2014	AS OF	AS OF	PROJECTED	AS OF	CHANGE OVER
	BUDGET	1/31/2014	1/31/2014	INCR (DECR)	1/31/2013	PRIOR YEAR
Current Taxes	\$11,601,451	\$10,612,940	\$9,939,092	6.78%	\$9,274,417	14.43%
Delinquent Taxes	70,000	32,451	31,723	2.30%	36,255	-10.49%
Penalty & Interest	65,000	11,911	10,250	16.20%	9,935	19.89%
TOTAL AD VALOREM TAXES	\$11,736,451	\$10,657,302	\$9,981,065	6.78%	\$9,320,607	14.34%
Oncor Electric	\$840,000	\$0	\$0	0.00%	\$0	0.00%
Tri-County Electric	105,000	105,326	105,000	0.31%	100,229	5.09%
Atmos Gas	305,000	0	0	0.00%	0	0.00%
AT&T	83,500	19,586	20,875	-6.17%	21,595	-9.30%
Verizon/Others	84,000	18,537	18,200	1.85%	17,963	3.19%
Refuse/Recycling	145,800	47,165	46,170	2.16%	47,180	-0.03%
Cable TV	425,000	117,264	106,250	10.37%	114,581	2.34%
TOTAL FRANCHISE TAXES	\$1,988,300	\$307,879	\$296,495	3.84%	\$301,547	2.10%
Sales Tax	\$2,875,000	\$452,492	\$448,606	0.87%	\$417,398	8.41%
Mixed Beverage Tax	25,277	45,266	8,426	437.24%	33,500	35.12%
TOTAL SALES TAX	\$2,900,277	\$497,758	\$457,031	8.91%	\$450,898	10.39%
Building	\$485,768	\$254,554	\$161,923	57.21%	\$161,818	57.31%
Plumbing	48,680	21,087	16,227	29.95%	16,959	24.34%
Mechanical	28,868	12,059	9,623	25.32%	11,060	9.04%
Electrical	37,568	20,086	12,523	60.39%	17,694	13.51%
City License	37,372	14,995	12,457	20.37%	11,240	33.41%
Building Plan Review Fee	68,000	63,767	22,667	181.32%	37,786	68.76%
New Business	3,372	1,410	1,124	25.44%	1,175	20.00%
Sign Permit	5,463	2,730	1,821	49.92%	1,990	37.19%
Fence Permit	3,500	3,450	1,167	195.71%	1,875	84.00%
Fire Permits	6,500	1,450	2,167	-33.08%	2,050	-29.27%
Irrigation Permit	13,660	3,984	4,553	-12.50%	5,603	-28.89%
TOTAL LICENSES & PERMITS	\$738,751	\$399,571	\$246,250	62.26%	\$269,249	48.40%
Fines	\$750,000	\$230,064	\$250,000	-7.97%	\$222,205	3.54%
Alarm Fees	52,000	18,360	17,333	5.92%	19,598	-6.32%
Library Fines	22,500	7,227	7,500	-3.64%	7,742	-6.65%
TOTAL FINES	\$824,500	\$255,650	\$274,833	-6.98%	\$249,545	2.45%

MONTHLY FINANCIAL REPORT - JANUARY 2014

REVENUE SOURCE	FY 2014 BUDGET	RECEIVED AS OF 1/31/2014	PROJECTED AS OF 1/31/2014	RECEIPT VS PROJECTED INCR (DECR)	RECEIVED AS OF 1/31/2013	PERCENT CHANGE OVER PRIOR YEAR
Re-zoning	\$7,500	\$2,415	\$2,500	-3.40%	\$3,250	-25.69%
Plat Fee/Site Plan	4,000	5,208	1,333	290.56%	4,348	-19.78%
Board of Adjustment	1,250	525	417	26.00%	625	-16.00%
Sale of Material	100	473	33	100.00%	2	100.00%
Weed Mowing	6,500	2,218	2,167	2.38%	1,610	37.78%
Ambulance	275,000	130,433	91,667	42.29%	111,714	16.76%
Recreation Program	145,000	41,717	40,600	2.75%	34,427	21.18%
Non-Resident Fee Parks	35,850	16,725	17,925	-6.69%	20,433	-18.15%
Field Use Charge	20,500	9,720	10,250	-5.17%	7,450	30.47%
Engineering & Inspection	0	142,575	0	100.00%	0	100.00%
Colleyville Center Rental	230,000	68,425	76,667	-10.75%	82,467	-17.03%
Lot Drainage Insp Fee	16,875	4,750	5,625	-15.56%	3,375	40.74%
TOTAL CHARGES FOR SERVICE	\$742,575	\$425,184	\$249,183	70.63%	\$269,700	57.65%
SRO Officer Reimb	\$94,282	\$0	\$0	0.00%	\$0	0.00%
Keller Court	217,697	56,479	56,479	0.00%	55,153	2.40%
TOTAL INTERGOVERNMENTAL	\$311,979	\$56,479	\$56,479	0.00%	\$0	0.00%
Sale of Surplus Property	\$5,000	\$13,801	\$5,000	176.01%	\$0	100.00%
Interest Income	35,000	0	0	0.00%	0	0.00%
Miscellaneous	54,000	37,299	35,100	6.27%	51,175	-27.11%
Use of Available Cash	1,000,000	0	0	0.00%	0	0.00%
Antenna Lease	70,040	34,863	34,863	0.00%	33,048	5.49%
TOTAL MISCELLANEOUS	\$1,164,040	\$85,963	\$74,963	14.67%	\$84,223	2.07%
Transfers-In	\$1,130,214	\$0	\$0	0.00%	\$0	0.00%
TOTAL TRANSFERS	\$1,130,214	\$0	\$0	0.00%	\$0	0.00%
TOTAL GENERAL FUND REVENUES	\$21,537,087	\$12,685,786	\$11,636,301	9.02%	\$10,945,769	15.90%

MONTHLY FINANCIAL REPORT - JANUARY 2014

	FY 2014 BUDGET	THROUGH 1/31/2014	THROUGH 1/31/2013	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
% OF CURRENT TAX ROLL COLLECTED	99.0%	94.67%	94.56%	0.11%	0.11%
RESIDENTIAL BLDG PERMITS	118	36	25	11	44.00%
COMMERCIAL BLDG PERMITS	6	1	3	(2)	-66.67%
CITATIONS ISSUED	11,750	3,192	2,618	574	21.93%

GENERAL FUND EXPENSES

	FY 2014 BUDGET	EXPENDED THROUGH 1/31/2014	YEAR-TO-DATE PROJECTED EXPENDITURES	% OF BUDGET EXPENDED	BUDGET REMAINING
City Council	\$204,006	\$59,030	\$68,002	28.94%	\$144,976
City Manager	569,764	181,559	189,921	31.87%	388,205
City Secretary	211,725	63,699	70,575	30.09%	148,026
Finance	401,583	142,985	148,861	35.61%	258,598
Legal	130,460	45,901	46,487	35.18%	84,559
Engineering	510,915	130,789	135,305	25.60%	380,126
Economic Development	296,799	77,984	79,933	26.28%	218,815
Building Inspection	281,672	86,761	88,891	30.80%	194,911
Community Development	337,675	74,310	77,558	22.01%	263,365
Fire	4,259,224	1,391,841	1,419,741	32.68%	2,867,383
Police	4,172,062	1,342,811	1,345,687	32.19%	2,829,251
Parks	1,285,084	294,382	298,361	22.91%	990,702
Recreation	357,816	67,787	69,272	18.94%	290,029
Street Maintenance	3,840,966	358,211	370,322	9.33%	3,482,755
Library	674,061	194,912	199,687	28.92%	479,149
Communications	139,447	41,149	46,482	29.51%	98,298
Colleyville Center	312,513	88,330	89,171	28.26%	224,183
Human Resources	270,466	77,987	80,155	28.83%	192,479
Municipal Court	389,410	119,667	119,803	30.73%	269,743
Fleet Maintenance	226,290	73,952	78,430	32.68%	152,338
Building Services	362,845	134,296	140,948	37.01%	228,549
Information Services	1,065,205	515,826	530,068	48.43%	549,379
Non Departmental	859,068	246,616	286,356	28.71%	612,452
Capital Equipment Reserve	242,000	-	0	0.00%	242,000
Compensation Adjustment	132,911	-	0	0.00%	132,911
TOTAL EXPENSES	\$21,533,967	\$5,810,787	\$5,980,019	26.98%	\$15,723,180

MONTHLY FINANCIAL REPORT - JANUARY 2014

UTILITY FUND						
REVENUE SOURCE	FY 2014 BUDGET	RECEIVED AS OF 1/31/2014	PROJECTED AS OF 1/31/2014	RECEIPT VS PROJECTED INCR (DECR)	RECEIVED AS OF 1/31/2013	PERCENT CHANGE OVER PRIOR YEAR
Water Sales	\$9,820,661	\$2,660,306	\$2,553,372	4.19%	\$3,241,161	-17.92%
Sewer Sales	3,053,229	1,191,499	1,017,743	17.07%	973,922	22.34%
Sewer Installation	7,000	3,300	2,333	41.43%	2,500	32.00%
Water Installation	21,000	8,760	7,000	25.14%	5,860	49.49%
Sewer Tie-on Charges	5,000	3,000	1,667	80.00%	0	100.00%
Engineering Charges	5,000	81,784	5,000	100.00%	0	100.00%
Penalties	190,112	77,702	63,371	22.62%	71,631	8.48%
Miscellaneous	13,000	5,514	4,333	27.25%	5,987	-7.90%
TOTAL OPERATING INCOME	\$13,115,002	\$4,031,865	\$3,654,819	10.32%	\$4,301,060	-6.26%
Interest Income	\$20,300	\$0	\$0	0.00%	\$16,896	-100.00%
TOTAL NON-OPERATING INCOME	\$20,300	\$0	\$0	0.00%	\$16,896	-100.00%
TOTAL INCOME	\$13,135,302	\$4,031,865	\$3,654,819	10.32%	\$4,317,956	-6.63%

	THROUGH 1/31/2014	THROUGH 1/31/2013	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
GALLONS OF WATER SOLD	595,178,700	812,827,860	(217,649,160)	-26.78%
NUMBER OF WATER CUSTOMERS	9,447	9,338	109	1.17%

UTILITY FUND EXPENSES					
	FY 2014 BUDGET	EXPENDED THROUGH 1/31/2014	YEAR-TO-DATE PROJECTED EXPENSES	% OF BUDGET EXPENDED	BUDGET REMAINING
Billing	\$386,616	\$100,189	\$128,872	25.91%	\$286,427
Operations	9,515,310	3,043,958	3,171,770	31.99%	6,471,352
Utility Support	1,060,731	289,653	353,577	27.31%	771,078
Non-Departmental	292,868	82,451	97,623	28.15%	210,417
Debt Service	819,137	788,384	788,384	96.25%	30,753
Compensation Adjustment	20,411	0	0	0.00%	20,411
Interfund loan repayment	44,286	0	0	0.00%	44,286
Transfer to General Fund	1,037,213	0	0	0.00%	1,037,213
TOTAL EXPENSES	\$13,176,572	\$4,304,635	\$4,540,226	32.67%	\$8,871,937



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-5

Agenda Date 02/18/2014

Type Pre Council

Department City Secretary

Title

Discussion of the February 18, 2014, 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 02/18/2014

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 551.071 - Legal - Consultation with attorney regarding open records

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-14-3722

**A RESOLUTION APPROVING CITY COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF FEBRUARY 18, 2014**

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 18TH DAY OF FEBRUARY 2014.

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 02/18/2014

Type Announcements, Proclamations and Presentations

Department Finance

Title

In recognition of Colleyville's featured business - Albertsons Market, 4000 Glade Road, Juan Limon, Service Manager - Mayor David Kelly and Economic Development Director Marty Wieder

Presentation of the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting - Mayor David Kelly, Assistant City Manager and Chief Financial Officer Terry Leake, and Finance Manager Karen Hines

Attachments

RESOLUTION R-14-3723

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF
FEBRUARY 18, 2014**

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 February 4, 2014
 - b. Approval of an engineering services agreement with Garver, LLC, to develop a comprehensive master plan for the City's water and wastewater systems, in an amount not to exceed \$497,999, and authorize the city manager to execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS
ON THIS THE 18TH DAY OF FEBRUARY 2014.

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

Tuesday, February 4, 2014

City Council Chambers

Mayor David Kelly called the Pre Council meeting of the Colleyville City Council to order on February 4, 2014, at 5:30 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, Recreation and City Events Manager Lisa Escobedo, Human Resources Director Michelle Reyes, Colleyville Center Manager Leslie Hill, City Engineer Jeremy Hutt, Development Engineer Dan Hartman, Finance Manager Karen Hines, Community Development Director Ron Ruthven, Planning and Development Coordinator Mary Elliott, 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 of the Senior Center Project Study

Parks and Recreation and Library Director Mary Rodne presented this item and briefed City Council. Mr. Aaron Babcock, with Hidell and Associates Architects Inc., presented this item and briefed City Council as well.

Mayor Kelly questioned Mr. Babcock regarding the Colleyville resident's number on the chart for peer cities. Mr. Babcock explained those are Colleyville residents who utilize a peer city facility.

Councilmember Mogged questioned Mr. Babcock regarding how many Colleyville citizens are utilizing the Senior Center. Recreation and City Events Manager Lisa Escobedo replied about 100.

Mayor Pro Tem Taylor questioned Mr. Babcock regarding what is attracting our residents to the other facilities. Mr. Babcock replied programs in which Colleyville does not offer, such as pottery. He explained the seniors are willing to travel to utilize other facilities.

Mayor Pro Tem Taylor stated he does not see himself utilizing the Senior Center. Mr. Babcock replied transforming the facility will provide the platform necessary to draw in more people. He explained the term "second act" as those persons who are beginning the second part of their life; people who are empty nesters, and

baby boomers who are looking for something else to do with the latter part of their life.

Mayor Pro Tem Taylor questioned Mr. Babcock regarding who is utilizing the Senior Center. Mr. Babcock replied, from a trends perspective, it is being utilized for a social aspect for the second act. He stated the atmosphere has to be that of which someone wants to be there.

Mayor Kelly questioned staff regarding if these numbers are reflective of active members. Mr. Babcock replied active users. Manager Escobedo added she does not know how accurate the numbers are for the Colleyville residents in the other cities' facilities.

Councilmember Mogged questioned staff regarding the Colleyville resident users. Manager Escobedo replied the Colleyville resident numbers are closer to 250 users.

Councilmember Short questioned staff regarding the non-resident user number. Manager Escobedo replied not having an exact number, however the Colleyville numbers are more than the non-resident users.

Mayor Pro Tem Taylor questioned Mr. Babcock regarding the restroom facilities. Mr. Babcock stated the code requires a certain number of restrooms versus the actual location of the restrooms.

Councilmember Hart questioned Mr. Babcock regarding if there is a restroom in the office area. Mr. Babcock replied yes, there is one restroom.

Councilmember Wollin questioned Mr. Babcock regarding if the other cities have a stage area in their centers. Mr. Babcock replied no.

Councilmember Wollin questioned Mr. Babcock regarding the demographics of those who took the Senior Center survey. Mr. Babcock replied the average person was 50 years of age and older, which is the target audience.

Councilmember Wollin stated at the L.D. Lockett Park meeting, it was expressed the number one use people want, is a fitness component.

Councilmember Hart questioned Mr. Babcock if the plan consists of an open floor plan. Mr. Babcock replied yes, the glass component will create the open feel.

Councilmember Wollin questioned Mr. Babcock regarding the existing restroom in the lower left area. Mr. Babcock replied it would go away.

Councilmember Wollin questioned Mr. Babcock regarding staff's recommendations for Plan Option 1. Mr. Babcock stated Plan Option 1 optimizes the space better.

Councilmember Hart questioned Mr. Babcock regarding his recommendations for the renovation. Mr. Babcock stated the fitness areas will be utilized more with the renovations, especially since multi-programs can be served in those areas.

Councilmember Hart questioned Mr. Babcock regarding the senior areas. Mr. Babcock replied they will utilize all of the areas.

Councilmember Wollin questioned Mr. Babcock regarding the hours of operation. Mr. Babcock replied the hours of operation will help attract those who are not currently utilizing the facility.

Mayor Kelly questioned Mr. Babcock regarding what is the primary purpose for this center; an active adult center or a community oriented facility. Mr. Babcock stated the target audience states there is a need for a specific user, such as the active adult. He added there is a need for kid-type camps for summer and spring break. He stated the proposed plan will allow for those uses.

Mayor Kelly stated being concerned that the center would be underutilized as a community oriented facility, if the target audience is the active adult user.

Councilmember Hart stated he could see a Colleyville "living center". He stated he would like badge access to the facility so that it can be utilized at any time during the day.

Mayor Kelly questioned City Council regarding if the demand is there to support the cost of the renovation. Mr. Babcock stated the space is not available to generate the demand.

Councilmember Wollin questioned Mr. Babcock regarding the Rock House, and can it accommodate the kid programs to satisfy those needs. Mr. Babcock stated it is limited in what can be done at the same time.

Councilmember Mogged questioned Mr. Babcock to what extent would Colleyville then be competing with those businesses that do provide those services. Mayor Pro Tem Taylor concurred with Councilmember Mogged. Mr. Babcock stated those businesses were considered during this study. He added that some people have stated leaving Lifetime Fitness because they no longer feel comfortable going there.

Councilmember Hart stated he does not believe this facility will compete with Lifetime Fitness. He added, Colleyville can offer something that other facilities do not.

Mayor Pro Tem Taylor questioned Mr. Babcock regarding if a new facility can be built, since the reconstruction cost is so much. Mr. Babcock replied no, a new facility will cost \$3-5 million.

Mayor Pro Tem Taylor stated being concerned if this is the right time to update this facility.

Mayor Kelly stated some improvements need to be done to the facility in order to attract the users.

Councilmember Hall stated the improvements do need to be done to make the facility more attractive, however, the unknown is that the renovations will actually bring in more users.

Councilmember Wollin questioned Mr. Babcock regarding the kitchen facility use during the renovation. Mr. Babcock stated they can consider the phasing around the kitchen facility.

Councilmember Mogged stated being concerned of where this will fit in with the other items that need to be addressed. Mayor Kelly concurred, and stated he would need to think about this more before making a decision on what needs to be done.

Councilmember Hall stated the issue of funding should not be an issue since borrowing money from the Parks Tomorrow Fund may be an option.

Councilmember Wollin questioned Mr. Babcock regarding if the annex is attached, would the restroom facilities need to be done at that time? Mr. Babcock replied yes.

Councilmember Short questioned Mr. Babcock regarding how the large room, for events, compares to the Colleyville Center. Mr. Babcock stated the size may be similar, however, the fitness and other perspectives are not comparable, since Colleyville Center is more of a meeting space.

City Manager Jennifer Fadden questioned Colleyville Center Manager Leslie Hill regarding the size of the main room at Colleyville Center. Manager Hill replied about 10,000 square feet.

Councilmember Short questioned Mr. Babcock regarding if a locker facility will be necessary for the fitness areas. Mr. Babcock replied yes, eventually there will be a need for lockers.

Councilmember Hart stated eventually something needs to be done with the facility. He questioned staff regarding the budget needs. City Manager Jennifer

Fadden replied staff has estimated the ongoing operating costs to be about \$50,000 a year.

Mayor Kelly questioned staff regarding if the number of retired residents can be derived. Community Development Director Ron Ruthven replied there are private marketing firms that can acquire that information. Mr. Babcock stated the census data does break it down by age.

Mayor Pro Tem Taylor questioned staff regarding if this will interfere with the need for a new maintenance facility. City Manager Jennifer Fadden replied not in her opinion.

City Manager Jennifer Fadden stated this may be something we bring back at the May budget worksession for further review.

Councilmember Hall stated he would like to see the competing priorities, and how everything competes together to make sound decisions.

Mayor Pro Tem Taylor questioned staff regarding the available funds with the TIF. City Manager Jennifer Fadden stated there are a lot of demands for those TIF funds.

PC-2 Presentation of the Quarterly Investment Report

There was no discussion of this item.

PC-3 Discussion of February 4, 2014 City Council regular agenda items

Community Development Director Ron Ruthven explained agenda item 7a.

Councilmember Hall questioned staff regarding if this plat has to be approved. Mayor Kelly explained that since there were waivers approved with the preliminary plat, this plat is required to be approved by City Council.

Councilmember Mogged stated this is only a waiver to a plat issue, and by right, the owner can proceed if the waiver is granted.

Councilmember Hall questioned staff regarding if the opposition letters have any bearing on the decision. Director Ruthven replied no.

Mayor Pro Tem Taylor questioned staff regarding if a notice was mailed to property owners within 200 feet of this request, even though it was not required for this replat. Director Ruthven replied yes, and explained for a rezoning request, the public notice is required.

Mayor Kelly adjourned the Pre Council meeting at 6:57 p.m.

The regular meeting of the Colleyville City Council was called to order by Mayor Kelly at 7:54 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, Colleyville Center Manager Leslie Hill, City Engineer Jeremy Hutt, Development Engineer Dan Hartman, Finance Manager Karen Hines, Community Development Director Ron Ruthven, Planning and Development Coordinator Mary Elliott, 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 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

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 6:57 p.m. and reconvened at 6:58 p.m.

INVOCATION: Pastor Jeff Strickland, Colleyville Assembly of God

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-14-3714**

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

Councilmember Mogged invited everyone to a Transportation Town Hall meeting on Wednesday, February 12 7:00 – 8:30 p.m. at Colleyville Center to discuss the funding of transportation needs from potholes to toll roads.

Mayor Kelly recognized City Secretary Amy Shelley for earning the Texas Registered Municipal Clerk certification.

Proclamation in recognition of the Colleyville Garden Club donations of three Lyman Whitaker wind sculptures and five Nellie R. Stevens' Holly trees and decorative pots - Mayor David Kelly, Library, Parks and Recreation Director Mary Rodne, and Colleyville Center Manager Leslie Hill

Mayor Kelly and Library, Parks and Recreation Director Mary Rodne, and Colleyville Center Manager Leslie Hill presented a proclamation to the Colleyville Garden Club for their donation of three Lyman Whitaker wind sculptures and five Nellie R. Stevens' Holly trees and decorative pots. President Suzanne Hughes thanked the Mayor and City Council on behalf of the Colleyville Garden Club. Councilmember Carol Wollin announced the upcoming promenade.

Presentation of the Colleyville Chamber of Commerce Chairman's Award to the City of Colleyville - 2013 Chairwoman of the Board of Directors Cecilia Monacelli and Mayor David Kelly

The Colleyville Chamber of Commerce 2013 Chairwoman of the Board of Directors Cecilia Monacelli presented the Colleyville Chamber of Commerce Chairman's Award to the City of Colleyville and Mayor Kelly.

4. CONSENT: READING AND PUBLIC HEARING - Resolution R-14-3715**4a Approval of the minutes of the regular City Council meeting of January 21, 2014**

- 4b** Approval of a construction contract with 3D Paving and Contracting, LLC, for the Fiscal Year 2014 Miscellaneous Concrete Repair Contract, in an amount not to exceed \$403,250, with an option to renew four additional years, and authorize the city manager to execute the contract

Mayor Kelly read Resolution R-14-3715 in its entirety.

Mayor Kelly opened the public hearing at 8:05 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 8:05 p.m.

Councilmember Wollin moved to approve Resolution R-14-3715. Mayor Pro Tem Taylor seconded the motion.

The motion to approve carried by the following vote:

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

5. CONTINUED: READING AND PUBLIC HEARING

5a Ordinance O-14-1904

Consideration of a request for a zoning change from the AG-Agricultural zoning district to the PUD-C-Planned Unit Development Commercial zoning district on 2.8 acres out of the J.L. Byas Survey, Abstract 180, located at 1603 and 1605 Hall-Johnson Road, Case ZC13-020

Mayor Kelly read the caption of Ordinance O-14-1904 in its entirety.

Community Development Director Ron Ruthven presented this item and briefed City Council, specifically regarding the proposed fire lane.

Mayor Kelly opened the public hearing at 8:07 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 8:07 p.m.

Mayor Kelly questioned staff regarding the proposed ordinance. Director Ruthven explained the proposed regulations in the ordinance.

Councilmember Hart questioned staff regarding if this item was notified for the public hearing. Director Ruthven replied yes. Mayor Kelly stated there were letters of support received for this request.

Mayor Kelly moved to approve Ordinance O-14-1904. Mayor Pro Tem Taylor seconded the motion.

The motion to approve carried by the following vote:

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

**6. ORDINANCE(S):
FIRST READING AND PUBLIC HEARING**

6a Ordinance O-14-1907

Approval of amendments to Chapter 9 - Subdivision Design and Public Facilities in the Land Development Code

Mayor Kelly read the caption of Ordinance O-14-1907 in its entirety.

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

Mayor Kelly opened the public hearing at 8:13 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 8:13 p.m.

Councilmember Mogged questioned staff regarding if there will be a map or plan used for prioritizing connectivity with sidewalks and trails. Engineer Hutt replied there is a trail and pathways plan in place, and there are requirements for sidewalks with new development.

Mayor Kelly stated there may be some sort of a reference map when deciding where to put sidewalks or place funding to construct sidewalks.

This is the first reading of this item; therefore, City Council did not take any action on this item during this meeting.

6b Ordinance O-14-1908

Approval of amendments to Chapter 3 - Land Use, Section 3.27- Carport Regulations in the Land Development Code, Case GC13-026

Mayor Kelly read the caption of Ordinance O-14-1908 in its entirety.

Planning and Development Coordinator Mary Elliott presented this item and briefed City Council.

Mayor Kelly opened the public hearing at 8:19 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 8:19 p.m.

Councilmember Hall questioned staff regarding if only the carport regulations have been addressed, and not the accessory building regulations. Coordinator Elliott replied correct.

Mayor Kelly questioned staff regarding what "shall be consistent" means in the Planning and Zoning Commission recommendations for roofing requirements. Director Ruthven replied the materials should be consistent with the primary structure.

Mayor Kelly questioned staff regarding the pitch of the carport roof. Director Ruthven stated it too shall match the primary structure.

Mayor Kelly stated pavestone is listed as one word and then pave-stone, under materials. He stated Pavestone is a brand name therefore clarification needs to be done in the regulations regarding the paving material under the carport.

Mayor Kelly questioned staff regarding if there is a way to add more parking spaces under the carport, especially in a commercial district, since 600 square feet will only allow for 3.7 parking spaces. Coordinator Elliott stated more spaces could be allowed, however, if a large retailer wanted a carport, and the proportionally was done, they could potentially have a 2,000 square foot carport. She stated staff is trying to consider the regulations from a pedestrian standpoint.

Mayor Pro Tem Taylor stated the architectural elements are still consistent with the primary structure, even in the commercial district. Director Ruthven concurred. He stated the only concern may happen with the larger commercial structures who want a carport.

Councilmember Short questioned staff regarding if there are examples of commercial carports in the City which, do/do not comply. Director Ruthven replied yes, and that staff can clarify those requirements at the next meeting.

Mayor Kelly questioned staff regarding those businesses that may have carports in their business plan/model. Director Ruthven stated those examples can be clarified for the next meeting.

Mayor Kelly stated being in favor of using the building footprint as a guide and having a maximum square footage allowed within the commercial districts.

This is the first reading of this item; therefore, City Council did not take any action on this item during this meeting.

6c Ordinance O-14-1909

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-14-1909 in its entirety.

Mayor Kelly opened the public hearing at 8:30 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 8:30 p.m.

Mayor Kelly questioned staff regarding the No Knock list. Police Chief Mike Holder explained the No Knock list and registration process.

Mayor Kelly questioned staff regarding if a solicitor comes to a resident, who is on the No Knock list, may that resident call the police for assistance. Chief Holder replied yes.

Mayor Pro Tem Taylor questioned staff regarding if the resident will have to have a sign for "No Solicitation" before the No Knock list becomes effective. Chief Holder replied the resident does not need the sign if they are on the No Knock list. He explained most residents do not want to affix a sign on their nice doors.

Councilmember Hart questioned staff regarding how often the residents register for this No Knock list. Chief Holder replied the list is a live document and the vendor is responsible for maintaining the list.

Mayor Pro Tem Taylor questioned staff regarding the time period in which the resident, who forgot to re-register for the No Knock list, will be removed. Chief Holder replied he did not know if there is a notification on those who will expire from the list.

Mayor Pro Tem Taylor stated he would like a way to notify the people, who are signed up on the list, when their registration will be expiring.

Councilmember Wollin questioned staff regarding if the solicitors must have the list when coming to the resident's home. Chief Holder replied the solicitor must refer to the list.

Councilmember Wollin questioned staff regarding if the resident may call the police if they are on the No Knock list and a solicitor comes to their door anyway. Chief Holder replied yes.

Mayor Pro Tem Taylor questioned staff regarding if this applies to church visitations, or for political reasons. Chief Holder replied correct, those are permitted.

This is the first reading of this item; therefore, City Council did not take any action on this item during this meeting.

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-14-3716

Approval of a request for a replat on 5.7 acres located on Lots A1, B1, and B1A of The Oaks Addition, located at One, Two, and Three Country Way, Case PC13-026

Mayor Kelly read Resolution R-14-3716 in its entirety.

Planning and Development Coordinator Mary Elliott presented this item and briefed City Council.

Mayor Kelly opened the public hearing at 8:40 p.m.

Bryan Holland, applicant, presented this item and briefed City Council.

Ginny Tice, 5801 Hunter Trail, stated having concerns for the drainage caused by this development. The speaker card indicates she is in support of this request.

Bob Tomerlin, 2 Country Way, stated he appreciated the developer and the efforts he has made for this development. The speaker card indicates he is in support of this request.

Judy Rowland, 5900 Hunter Trail, spoke in opposition to this development, and stated having concerns for drainage.

There were no others present wishing to speak and Mayor Kelly closed the public hearing at 8:51 p.m.

Mayor Pro Tem Taylor stated he understood that most of the drainage issues will be going underground with this proposed development. Director Ruthven concurred.

Mayor Kelly explained the developer is responsible for the water flow from his property and therefore, engineered plans have to be submitted for review and approval. He added that the surrounding properties' water will continue to flow, but that is not this developer's issue.

Mayor Kelly questioned staff regarding the current zoning of this property. Director Ruthven replied R20-Single Family Residential.

Mayor Kelly questioned staff regarding if this zoning will stay the same. Director Ruthven replied yes.

Mayor Kelly questioned staff regarding if the property is currently platted. Director Ruthven replied yes.

Mayor Kelly stated the plat currently meets the requirements, except for the lot width requirement for the R20 zoning district. Director Ruthven replied correct.

Mayor Kelly stated if all properties met all of the local conditions, the plat would be required to be approved. Director Ruthven replied correct.

Mayor Kelly questioned staff regarding if all other plans will be submitted for review before the developer will be able to move forward. Director Ruthven replied yes.

Mayor Pro Tem Taylor questioned staff regarding if certain design improvements are in place to correct these problems. Director Ruthven replied yes, this development cannot worsen the situation.

Mayor Kelly stated this developer can only control his property.

Mayor Kelly moved to approve Resolution R-14-3716. Councilmember Short seconded the motion.

The motion to approve carried by the following vote:

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

7b Resolution R-14-3717

Approval to adopt a new sidewalk policy and rescind the Supplemental Sidewalk System Map

Mayor Kelly read Resolution R-14-3717 in its entirety.

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

Mayor Kelly opened the public hearing at 9:02 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 9:02 p.m.

Councilmember Hall moved to approve Resolution R-14-3717. Councilmember Hart seconded the motion.

The motion to approve carried by the following vote:

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

7c Resolution R-14-3718

Approval of a resolution accepting the annual audit for Fiscal Year ended September 30, 2013

Mayor Kelly read Resolution R-14-3718 in its entirety.

Finance Manager Karen Hines introduced Erica Schroer, Manager of Patillo, Brown and Hill, to present this item and brief City Council.

Mayor Kelly opened the public hearing at 9:11 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 9:11 p.m.

Mayor Pro Tem Taylor thanked Ms. Schroer for the thorough report.

Councilmember Hall thanked City Manager Jennifer Fadden, Assistant City Manager/Chief Financial Officer Terry Leake and Finance Manager Karen Hines for their work on this report and their diligence with the taxpayers' money.

Councilmember Mogged also thanked staff for their outstanding work.

Councilmember Hart echoed Councilmembers Hall and Mogged and thanked staff for their work.

Councilmember Hall moved to approve Resolution R-14-3718. Councilmember Mogged seconded the motion.

The motion to approve carried by the following vote:

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

7d Resolution R-14-3719

Approval of changing the date of the March 4, 2014 regular City Council meeting

Mayor Kelly read Resolution R-14-3719 in its entirety.

Mayor Kelly opened the public hearing at 9:14 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 9:14 p.m.

Mayor Kelly moved to approve Resolution R-14-3719. Councilmember Hall seconded the motion.

The motion to approve carried by the following vote:

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

7e Resolution R-14-3720

Calling a General Election for the purpose of electing City Councilmembers to Place 3 and Place 4

Mayor Kelly read Resolution R-14-3720 in its entirety.

Mayor Kelly opened the public hearing at 9:19 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 9:19 p.m.

Councilmember Wollin moved to approve Resolution R-14-3720. Mayor Pro Tem Taylor seconded the motion.

The motion to approve carried by the following vote:

Aye: 7 - Mayor 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 discussion of this item.

9. REPORTS

Sign Board of Appeals Meeting Minutes - September 10, 2013

Zoning Board of Adjustment Meeting Minutes - October 8, 2013

Planning and Zoning Commission Meeting Minutes - January 13, 2014

There was no discussion of this item.

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR FEBRUARY 4, 2014 - Reading and Public Hearing - Resolution R-14-3721

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 by the following vote:

Aye: 7 - Mayor 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 9:21 p.m.

APPROVED BY A VOTE OF _____ AYES, _____ NAYS, AND _____ ABSTENTIONS ON THIS THE 18TH DAY OF FEBRUARY 2014.

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 02/18/2014

Number Resolution R-14-3723

Type Resolution

Department Public Works

Title

Approval of an engineering services agreement with Garver, LLC, to develop a comprehensive master plan for the City's water and wastewater systems, in an amount not to exceed \$497,999, and authorize the city manager to execute the agreement

Explanation

Reading and Public Hearing

At the January 21, 2014 Pre Council meeting, staff made a presentation to City Council explaining the need for a comprehensive water and wastewater master plan to determine the condition and adequacy of our existing water and wastewater systems. Staff explained that the existing water master plan was incomplete and outdated, and that no master plan existed for the wastewater system; and without accurate and up-to-date information, it was not possible to prioritize system renewal and replacement projects. At the conclusion of the presentation and discussion, there was consensus among the City Council to bring an engineering services agreement back to City Council for approval.

The proposed master plan project includes (1) field investigation and data collection, (2) development of a complete model of both the water and wastewater systems, (3) a comprehensive report of the findings that includes a prioritized list of needed capital improvement projects, and (4) a rate study to determine the appropriate rate structure to operate and maintain the system, as well as provide funding for renewal projects.

It is anticipated the project will be complete before the end of the current fiscal year, and that the information provided can be used to update the Five Year Capital Improvement Program.

Funding this project will not impact or delay any other capital projects, due to limitations placed on the use of impact fees and the available fund balances.

A copy of the engineering services agreement is attached.

Financial Impact

Funding for this project is available in the water (\$191,863), and wastewater (\$306,136) impact fee accounts.

Recommendation

Approve

Attachments

1. Engineering Services Agreement

**AGREEMENT BETWEEN
THE CITY OF COLLEYVILLE, TEXAS and
CONSULTANT
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2014, by and between the City of Colleyville, Texas, (hereafter referred to as "CLIENT") and Garver, LLC (hereafter referred to as "CONSULTANT").

Whereas CLIENT intends to plan and design improvements as follows: Water and Wastewater Master Planning, condition assessment, modeling, and evaluation._

Whereas CLIENT desires to engage CONSULTANT to provided and perform certain professional services in connection with the Project and CONSULTANT desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and CONSULTANT agree as follows:

**SECTION 1
BASIC SERVICES OF CONSULTANT**

Section 1.1 Basic Services. In connection with the Project, CONSULTANT shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). CONSULTANT shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies as more particularly set forth in Exhibit A.

Section 1.2 CONSULTANT'S Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of CONSULTANT in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of CONSULTANT in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to CONSULTANT'S duties.

**SECTION 2
ADDITIONAL SERVICES OF CONSULTANT**

Section 2.1. Additional Services. In connection with the Project, CONSULTANT may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by CONSULTANT, CONSULTANT shall perform, provide, furnish or obtain from others the agreed upon Additional Services. CONSULTANT shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to CONSULTANT for Additional Services will be paid for by CLIENT as indicated in Section 5.

Notwithstanding the foregoing, when required by the "Contract Documents" (as such term is defined in Section 8.2 below) in circumstances beyond CONSULTANT control, CONSULTANT shall perform or obtain from others

Additional Services as circumstances require during construction and without waiting for specific instructions from CLIENT, and CONSULTANT will be paid therefore as provided in Section 5, any of the following: Services in connection with contract amendments or work directives, drawing or specification revisions required by substitutions or field changes, services resulting from delays due to work damage, defective or neglected work, default by any contractor, or other third party or contractor delays.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising CONSULTANT in writing of the change believed to be necessary. As soon thereafter as practicable, CONSULTANT shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due CONSULTANT under Section 5 hereof ("CONSULTANT'S Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise CONSULTANT in writing of its approval or disapproval of the change. If CLIENT approves the change, a written contract amendment shall be executed by both parties and CONSULTANT shall perform the Services as changed and the adjustment in CONSULTANT'S Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. CONSULTANT may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise CONSULTANT and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and CONSULTANT, the change shall not become effective and CONSULTANT shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by CONSULTANT (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of CONSULTANT'S standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by CONSULTANT; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which CONSULTANT is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, CONSULTANT'S performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than CONSULTANT, if CONSULTANT'S performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in CONSULTANT'S costs, or the time required for

completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond CONSULTANT'S reasonable control, then the CONSULTANT'S Compensation and/or the Completion Date, if any, shall be equitably adjusted and CONSULTANT shall be paid, and CONSULTANT'S Compensation shall be adjusted by, an amount equal to the additional costs to CONSULTANT resulting there from.

SECTION 3 CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by CONSULTANT:

Section 3.1 Client Representative. Designate a person to act as CLIENT's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to CONSULTANT'S Services for the Project.

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that CONSULTANT shall be entitled to rely upon the accuracy and completeness of all such information.

Section 3.3 Project Access. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to CONSULTANT nor shall CONSULTANT be required to indemnify or insure any third party as a condition to such access.

Section 3.4 Client Participation. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other CONSULTANT as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

Section 3.5 Notices. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S Services, or any defect or non-conformance in the Services by CONSULTANT (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct CONSULTANT to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.7 Licenses, Permits, etc. Provide CONSULTANT with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of CONSULTANT, obtain any permits, processes and other licenses which are required for the Project or the Services.

Section 3.8 Other Duties. Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under

Section 5 hereof and perform any responsibilities and duties of the Client which may be identified on Exhibit B, if any.

Section 3.9 Defects in Services. The CLIENT shall promptly report to CONSULTANT any defects or suspected defects in CONSULTANT'S services of which the CLIENT becomes aware, so that CONSULTANT may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT's contractors or subcontractors to notify CONSULTANT shall relieve CONSULTANT of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Section 3.10 Taxes. Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, CONSULTANT or others.

Section 3.11 Contractor Insurance and Indemnity Requirements. The CLIENT agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The CLIENT further agrees to require all contractors to have their CGL policies endorsed to name the CLIENT, CONSULTANT and its sub-consultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The CLIENT shall require all contractors to furnish to the CLIENT and CONSULTANT certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the CLIENT shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT, CONSULTANT and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors, to the extent caused by the Contractor's wrongful acts, and/or its negligent acts, errors or omissions, or those of persons or entities for which it is legally liable.

Section 3.12 Unauthorized Changes. In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by CONSULTANT without obtaining CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against CONSULTANT and to release CONSULTANT from any liability arising directly or indirectly from such changes.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to CONSULTANT'S construction documents without the prior written approval of CONSULTANT and that further requires the Contractor to indemnify both CONSULTANT and the CLIENT from any liability or cost arising from such changes made without such proper authorization.

Section 3.13 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify CONSULTANT of the duties, responsibilities and authority of the construction manager

and their relationship to the duties, responsibilities and authority of CONSULTANT.

If the employment of such construction manager by the CLIENT results in additional time or expense to CONSULTANT to prepare for, coordinate with or respond to the construction manager, CONSULTANT shall be entitled to an equitable adjustment in fees and time for performance of these services.

Section 3.14 Costs. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for CONSULTANT'S Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. CONSULTANT'S obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.

Section 4.2 Completion Date. It is estimated, but not guaranteed, that the Basic Services will be completed on or about October 1, 2014 (the "Completion Date"). If the Completion Date is exceeded through no fault of CONSULTANT, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and CONSULTANT'S obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

Section 4.3 Timeliness of Performance. The CLIENT and CONSULTANT are aware that many factors outside CONSULTANT'S control may affect CONSULTANT'S ability to complete the services to be provided under this Agreement. CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Section 4.4 Notice of Delay. If CONSULTANT becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CLIENT, CONSULTANT or any other cause beyond the control of CONSULTANT, which will result in the schedule for performance of CONSULTANT'S services not being met, CONSULTANT shall promptly notify the CLIENT. If the CLIENT becomes aware of any delays or other causes that will affect CONSULTANT'S schedule, the Client shall promptly notify CONSULTANT. In either event, CONSULTANT'S schedule for performance of its services shall be equitably adjusted.

Section 4.5 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond CONSULTANT'S control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond CONSULTANT'S control.

SECTION 5 CONSULTANT'S COMPENSATION

Section 5.1 Compensation for Services and Expenses of CONSULTANT in connection with Basic Services

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by CONSULTANT under Section 1, CLIENT shall pay CONSULTANT, in accordance with the provisions of Section 5.4, a lump sum fee not to exceed \$497,999.00 (four hundred, ninety seven thousand, nine hundred and ninety nine dollars and zero cents), inclusive of sub-consultants and reimbursable expenses.

Section 5.2 Compensation for Services and Expenses of CONSULTANT in connection with Additional Services

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by CONSULTANT under Section 2, CLIENT shall pay CONSULTANT, in accordance with the provisions of Section 5.4, on basis of CONSULTANT'S Schedule of Rates and Expenses then in effect. For purposes hereof, "Reimbursable Expenses" are those costs and expenses incurred by CONSULTANT in connection with the performance of the Services under this Agreement, including, but not limited to, the costs and expenses incurred by CONSULTANT for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone or communications, independent professional associates, CONSULTANTS, SUBCONSULTANTS and any other expense items which are described on CONSULTANT'S then current Schedule of Rates and Expenses.

Section 5.3 CONSULTANT'S Schedule of Rates and Expenses. CONSULTANT'S initial Schedule of Rates and Expenses is attached hereto as Schedule 1. The rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until December 31 of this year. CONSULTANT will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to CLIENT in December of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

Section 5.4 Monthly Invoices. CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon CONSULTANT'S estimate of the proportion of the total services actually completed at the time of billing. CLIENT shall make prompt monthly payments in response to CONSULTANT'S monthly statements.

Section 5.5 Other Provisions Concerning Payments.

Section 5.5.1 Interest, Suspension of Services. If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT'S monthly statement, CONSULTANT shall be entitled interest on the unpaid amounts due CONSULTANT at the lesser of: i) 1.5 % per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due CONSULTANT shall bear said rate of interest from the thirtieth day after CLIENT's receipt of CONSULTANT'S statement, until the entire unpaid balance has been paid to CONSULTANT. In addition to being entitled to interest, CONSULTANT may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for Services, expenses, and charges.

Section 5.5.2 Payments after Termination by Client. In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due CONSULTANT for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, CONSULTANT will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of CONSULTANT'S Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), CONSULTANT shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by CONSULTANT to render Basic Services or Additional Services and all reasonable demobilization costs incurred by CONSULTANT, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through CONSULTANT, and CONSULTANT shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.3 Payments after Termination by CONSULTANT. In the event of termination by CONSULTANT under paragraph 7.1, CONSULTANT will be paid for all Services rendered and expenses incurred during that phase through the date of termination on the basis of CONSULTANT'S Schedule of Rates and Expenses. In addition, CONSULTANT shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by CONSULTANT to render Basic Services or Additional Services and all reasonable demobilization costs incurred by CONSULTANT, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through CONSULTANT, and CONSULTANT shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.4 Records. Records of CONSULTANT'S salary costs pertinent to CONSULTANT'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CLIENT desires to have copies of such records, copies will be made available to CLIENT upon CLIENT's request prior to final payment for CONSULTANT'S services.

Section 5.5.5 Cost Factors. Whenever a factor is applied to salary costs or other expenses in determining compensation payable to CONSULTANT that factor may be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by CONSULTANT and consistent with CONSULTANT'S overall compensation practices and procedures.

SECTION 6 OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, CONSULTANT'S opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project Schedules shall be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by CONSULTANT or that actual schedules will not vary from the projected schedules prepared by CONSULTANT. CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the

work will not vary from CONSULTANT'S opinion of probable construction cost.

SECTION 7 GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.1.1 Replacement of CONSULTANT. If CONSULTANT for any reason is not allowed to complete all the services called for by this Agreement, CONSULTANT shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by CONSULTANT if used, changed or completed by the CLIENT or by another party. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees and sub-consultants (collectively, CONSULTANT) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by CONSULTANT.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by CONSULTANT (or CONSULTANT'S independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed, provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT'S independent professional associates or CONSULTANTS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless CONSULTANT, CONSULTANT'S officers, employees and agents and CONSULTANT'S independent professional associates and CONSULTANTS from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting there from. The provisions of this Section 7.2 shall survive the termination of this Agreement.

Section 7.3 Delivery of Electronic Files. In the event that CLIENT requests any electronic deliverables under this agreement, CONSULTANT and CLIENT shall execute a separate CADD agreement. Otherwise, in accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service of CONSULTANT, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of CONSULTANT. The CLIENT further agrees to waive all claims against CONSULTANT resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than CONSULTANT.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance

period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by CONSULTANT and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees and sub-consultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than CONSULTANT or from any reuse of the electronic files without the prior written consent of CONSULTANT.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall CONSULTANT be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Section 7.4 Standard of Practice, Warranties. Services performed by the CONSULTANT under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by CONSULTANT (or CONSULTANT'S independent professional associates and CONSULTANTS) pursuant to this Agreement.

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, CONSULTANT and the CONSULTANT'S sub-consultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, CONSULTANT shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. CONSULTANT shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance.

Section 7.6.1 CONSULTANT Insurance. CONSULTANT shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of

certification thereof:

- (a) Worker's Compensation and Employer's Liability
Worker's Compensation Statutory
Employer's Liability
\$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
\$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability
\$1,000,000 - per occurrence
\$2,000,000 - annual aggregate
\$2,000,000 - product / completed operations per occurrence
\$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
\$1,000,000 - per occurrence
\$1,000,000 - annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Section 7.6.2 Client Insurance. If, pursuant to the provisions of Exhibit B, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit B. CLIENT will furnish CONSULTANT with a copy of certification of such insurance. CONSULTANT'S interests shall be covered under any such insurance coverage.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and CONSULTANT'S Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and CONSULTANT agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 CONSULTANT Indemnification.

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by CONSULTANT'S negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub-consultants or anyone for whom CONSULTANT is legally liable. CONSULTANT is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

Section 7.7.3 Client Indemnification. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of its

contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement. The CLIENT is not obligated to indemnify CONSULTANT in any manner whatsoever for CONSULTANT'S own negligence.

Section 7.7.4 Contractors Indemnification. CLIENT agrees to cause each of its other contractors on the Project to include an indemnification provision in CLIENT's contract with each such contractor that indemnifies and holds harmless CONSULTANT and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

Section 7.7.5 Employee Claims. CONSULTANT shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by CONSULTANT'S employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify CONSULTANT against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of CONSULTANT, its employees, agents or subcontractors).

Section 7.7.6 Consequential Damages. To the fullest extent permitted by law, CONSULTANT shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

Section 7.7.7 Limitation of Liability. To the fullest extent permitted by law, CONSULTANT'S and/or its individual principals, directors, officers, employees, agents and servants of the firm total liability to CLIENT for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services (including CONSULTANT'S indemnity obligations hereunder) shall not exceed the total compensation received by CONSULTANT under this Agreement or the limits of any professional liability requirements set forth in Section 7.6.1(e) whichever is less.

Section 7.7.8 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.8 Betterment. If, due to CONSULTANT'S negligence, a required item or component of the Project is omitted from CONSULTANT'S construction documents, CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will CONSULTANT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Section 7.9 Protection From Supplanting Consultant. In consideration of the risks and rewards involved in this Project, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless CONSULTANT from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultants employed by the CLIENT on this project and from any claims of copyright or patent infringement by CONSULTANT arising from the use of any documents prepared or provided by the CLIENT or any prior consultants of the CLIENT. The CLIENT warrants that any documents provided to CONSULTANT by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Section 7.10 Use of Logo. CLIENT grants to CONSULTANT during the term of this agreement an exclusive license to use CLIENT's name and logo on all documents and other deliverables related to this project. CONSULTANT is expressly prohibited from using the CLIENT'S logo for marketing and other purposes not directly associated with this project.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Section 8.1 Special Provisions. This Agreement is subject to no special provisions.

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

Exhibit A - Scope of Services

Exhibit B – Fee Summary

Exhibit C - CLIENT's Duties

Schedule 1 - CONSULTANT'S Schedule of Rates and Expenses

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or CONSULTANT. CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

CONSULTANT shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of CONSULTANT, increase the CONSULTANT'Ss contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Section 8.4 Hazardous Materials. Unless otherwise provided in this Agreement, CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, CONSULTANT shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Attorneys Fees. In the event that either party hereto employs an attorney to enforce any provision of this Agreement or to collect damages for default or breach of this Agreement, or pursue claims in litigation or arbitration, the prevailing party in any such action shall be entitled to recover from the other such attorneys' fees and costs of collection as the prevailing party may expend or incur with respect thereto. In the event that a settlement is reached between the parties before a final decision in any such litigation or arbitration, then neither party shall be entitled to recover its attorneys fees or costs from the other and neither party shall be responsible for the other party's attorney's fees or costs, unless otherwise agreed by the parties.

Section 8.6 Disputes. In the event a dispute arises between CONSULTANT and CLIENT regarding the application or interpretation of any provision of this Agreement, or quality of Services by CONSULTANT, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8.5 above) and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Texas and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Tarrant County, Texas, or the nearest United States District Court.

It is intended by the parties to this Agreement that CONSULTANT'S services in connection with the Project shall not subject CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against CONSULTANT, an interstate corporation, and not against any of CONSULTANT'S individual employees, officers or directors.

Section 8.7 Independent Contractor. CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.8 Representations and Remedies. CONSULTANT makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

Section 8.9 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the CONSULTANT'S and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent CONSULTANT from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.10 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

Director of Public Works
ATTN: Jeremy Hutt, City Engineer
City of Colleyville
100 Main Street

City of Colleyville
Engineering Services Contract
Revised 2-2013

Colleyville, TX 76034

If to CONSULTANT:

Garver
ATTN: Jeffrey Sober
3010 Gaylord Parkway, Suite 190
Frisco, Texas 75034

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and CONSULTANT.

Section 8.11 Interpretation.

- (a) This Agreement shall be governed by and interpreted in accordance with the laws of Texas.
- (b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.
- (c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.
- (d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall affect the intent of the parties as set forth in this Agreement.

Section 8.12 Certificates, Guarantees And Warranties. CONSULTANT shall not be required to sign any documents, no matter by who requested, that would result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain. The Client also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT signing any such certification.

As used herein, the word "certify" shall mean an expression of CONSULTANT'S professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by CONSULTANT.

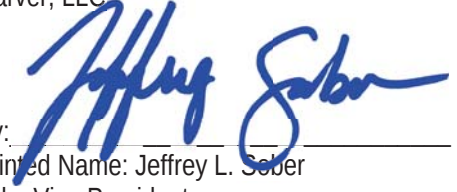
Section 8.13 Execution of Documents. CONSULTANT shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of CONSULTANT, increase the CONSULTANT'S risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____
day of _____ 2014.

City of Colleyville, Texas

Garver, LLC

By: _____
Jennifer Fadden
City Manager

By:  _____
Printed Name: Jeffrey L. Sober
Title: Vice President

ATTEST:

Amy Shelley
City Secretary

APPROVED AS TO FORM;

Matthew Boyle
City Attorney

EXHIBIT A
SCOPE OF SERVICES
WATER AND WASTEWATER MASTER PLAN
COLLEYVILLE, TEXAS

General:

Colleyville is in need of a water and wastewater master plan. The intent of this master plan is to identify a Capital Improvements Program (CIP) necessary to maintain the existing system and provide for future growth. This scope of services will identify the necessary components to complete a water and wastewater master plan, which will be developed around critical hydraulic models of each system.

Task 101 - Project Management and Administration

Garver will perform planning activities to setup the project financials, schedule, tools and templates. A project kickoff meeting will be held with Colleyville to confirm project objectives, communications protocols, schedule milestones, deliverables, and administrative requirements. The kick off meeting will also determine Colleyville's goal for the Master Plan (future development, rehabilitation, optimizing operations, etc.).

Garver will develop a project management plan which articulates management of scope, schedule, budget, quality, subconsultants, communications and risk. This work will be coordinated with Colleyville's Project Manager.

At the end of each month, Garver will develop and deliver a monthly progress report to the Project Manager. This report shall document overall progress, outstanding issues, decision logs, schedule status, major accomplishments and milestones achieved, and significant concerns requiring Colleyville's input.

Progress meetings will be held with Colleyville to review the project status, discuss interim findings, discuss technical aspects, obtain deliverable review comments, review upcoming activities, and provide schedule updates.

Garver will prepare meeting agendas, meeting minutes, and monthly activity/progress reports to be submitted with the monthly invoices and project schedule updates. Effort associated with the monthly meetings will include preparation for meetings and attendance of meetings by key project team members.

Assumptions:

- a. Up to five progress meetings with up to (3) Garver staff.
- b. One Kick Off meeting with entire team staff.

Deliverables:

- a. Baseline schedule.
- b. Meeting agendas, presentations, handout materials and meeting minutes.
- c. Monthly invoices with activity/progress reports and schedule updates.

Task 102 – Data Collection and Evaluation

To obtain an accurate assessment of the water and wastewater systems, the Engineer will collect, review, and evaluate all existing data.

1. Interview City of Colleyville Field Staff
2. Line maintenance records
3. Identify existing system needs and areas of concern based on Staff input
4. Existing wastewater system base maps
5. Existing water system base maps
6. GIS files – collection lines, manholes, lift stations, supporting attribute database, service area boundaries, LIDAR, street centerlines, parcels, land use, maintenance data and any SSO overflow reports
7. City GIS asset numbering system
8. Most recent available aerial photos
9. Record drawings for lift stations
10. Lift station pump curves & controls
11. LD Lockett Pump Station and Overland Trails Pump Station pump curves & controls, drawings, etc
12. Record drawings of force mains
13. Lift station meter data (if available)
14. Lift station run time data (if available)
15. TRA billing data
16. Records of historical complaint/problem areas
17. Water billing and consumption data
18. Past comprehensive master plans and reports
19. Storage tank inspection reports/notes
20. TCEQ inspection reports
21. Existing Model of water system

Task 103 – Facility Field Investigations

Engineer will perform necessary field investigations in order to develop an accurate understanding of the condition and service of existing facilities. The field investigations will include the following facilities:

1. Three elevated water towers
2. LD Lockett Pump Station
3. Overland Trails Pump Station
4. Three lift stations

The inspection of the lift stations will include a review of TCEQ Chapter 217 rules to determine compliance.

Assumptions:

- a. Field investigation team will include two Garver Staff.
- b. Field investigation of each facility is not a full condition assessment.
- c. Structural/Electrical condition assessment will not be performed

Deliverables:

- a. Project Memorandum in .PDF format documenting observations at each facility.
- b. Project Memorandum in .PDF format documenting the compliance of the three lift stations with TCEQ Chapter 217 rules.

Task 104 – Collection System Field Investigations

Engineer will provide inspection and observation of various components of the collection system. The purpose of this task is to collect information to help develop the hydraulic model.

1. Manhole Mapping and Inspection

To facilitate the hydraulic modeling effort it will be necessary to obtain rim to invert distance for all manholes to be included in the hydraulic model. While obtaining this model information, those manholes connecting trunk lines will undergo full condition assessment inspections by field crews. Note that modeling of smaller diameter sewer (<10 inches) may require elevation data based on known capacity concerns or chronic capacity issues. An estimated 250 manhole inspections on sewer lines 10-inch and larger will be undertaken and an additional 905 manhole inspections on 8-inch sewer lines can be undertaken upon direction from the City.

Updating the collection system maps is a high priority in order to establish sub-basin boundaries, directions of flow and length of pipe within each sub-basin in the model. Other important deliverables resulting from this work task are the updating of the collection system map, determination of observed debris levels in pipes, recommended manhole rehabilitation (if required) and verification of pipe sizes. This information is critical in constructing the hydraulic model and preparing subsequent rehabilitation plans and cleaning requirements to restore capacity.

Inspection personnel will use digital cameras during the inspection of all manholes on this project. All photographs will be included in the field inspection computer database so that a permanent electronic record can be maintained. During inspection, each of the following types of information will be obtained to establish the condition and prioritize least cost repairs:

1. Basin Designation
2. Manhole/Cleanout ID
3. Inspection Status
4. Address
5. Surface cover, grade, type of cover (paved, yard, etc.)
6. Material of construction – brick, concrete, etc.
7. Area and Internal photo of manhole
8. All incoming and outgoing pipe depths from rim to invert
9. All incoming and outgoing pipe digital photographs
10. All incoming and outgoing pipe diameters and material of construction
11. Outgoing pipe length
12. Observed Debris depth
13. Defects – Active, Evidence or No Infiltration/Inflow with digital photographs
14. Field corrections to collection system map including pipe sizes and materials and lengths

Engineer will attempt to locate all manholes to obtain the information for use in the modeling effort. Where manholes are buried under asphalt or concrete and will require grade adjustments, then the

Engineer will provide a list of such manholes to the City project manager who may coordinate exposing and raising only those critical manholes needed for model development.

2. Topographic Survey

Survey datum will be coordinated with City staff and tied into the City control monument system. Using survey grade equipment, tie the horizontal location and vertical elevation of the sanitary sewer trunk line (to 0.1 ft) and pump station control elevations. Trunk lines include all pipes 10-inch and larger, and those 8-inch lines and force mains along a trunk route. The hydraulic model will utilize the manhole depth (rim to invert distance) measured during manhole inspection. An estimated 250 manhole rims will require elevation survey that are associated with sewer lines 10-inch and larger and an estimated 905 manhole rims for 8-inch sewer lines, if directed.

Task 105 - Wastewater Flow and Rainfall Monitoring

Develop a 60 day wastewater flow monitoring plan to collect data that will be used for hydraulic model calibration, establish magnitude of wet weather inflow and prioritize sub-basins for future testing and rehabilitation.

Mobilize flow monitoring team and coordinate startup. Establish personnel assignments and responsibilities. Inventory equipment needs and order expendable supplies. Perform meter pre-calibration, prepare mounting rings for various pipe sizes, set-up meter database and project information. Delineate sub-basin boundaries based on current GIS mapping for each preliminary site such that the linear footage of pipeline within each sub-basin can be determined.

1. Preliminary Monitoring Locations

Based on the mapping obtained and the geometry of the existing collection system, the proposed location for each meter will be established. Preliminary meter locations will be placed based on site accessibility from mapping, upstream contributing area, pipe size, service area characteristics, and in the case of rain gauges the spatial distribution across the entire service area. Based on preliminary analysis approximately 12 temporary flow meters may be necessary to obtain wastewater flows at key locations within the collection system.

2. Finalize Flow Monitoring Locations

Upon review and approval by City staff, the preliminary flow monitoring sites will be revised if necessary and finalized. Location maps for each site will be developed and used by field crews to perform detailed site inspections.

3. Conduct Field Inspections

The proposed flow meter site inspection will verify wastewater flows, line sizes, debris levels, flow hydraulics and access. Site inspection reports will be prepared based on the field observations. Meter sites will be finalized or new alternative sites established during this task. Where the proposed site has poor hydraulic characteristics, then the manholes upstream and/or downstream will be inspected to determine if, by relocating the meter site, better flow hydraulics (that will result in a higher quality of collected data) can be achieved. Upon completion of the field inspections, the meter will be installed. Tabular listings of meter site locations and a corresponding map will be prepared to display the final installed locations of wastewater flow meter and rainfall gauges. GPS coordinates for each flow meter and rain gauge site will be obtained.

4. Conduct Flow Monitoring for 60 days (including Rainfall Gauges)

Temporary flow meters will be utilized to establish wastewater flows during dry (and wet) weather conditions. Flow metering equipment will be capable of recording flow under surcharged conditions and will be synchronized to the same clock used for rain gauges. The duration of monitoring will be 60 days. If adequate rainfall is recorded prior to the 60 day milestone (refer to Task 105 Paragraph 6), then Engineer will notify City of intent to terminate the flow and rainfall monitoring early. Approximately 12 temporary flow meter sites and 8 rain gauge sites are anticipated based on a preliminary evaluation.

Engineer will use sound engineering judgment in adjusting raw depth and velocity data to account for debris, etc. and may use other analysis techniques, such as scatter graphs, multiple flow equations and hydrographs to review data integrity or further analyze the flow data. Each meter will be field calibrated prior to installation. Calibration of each meter will consist of an independent verification of the flow depth and velocity. The flow sensors will be secured to a mounting band that fits snugly in the pipeline. The data logger for each site will then be installed and secured in the top of each manhole and the meter will be activated at industry standard user defined sampling intervals not to exceed 15 minutes.

Continuously recording rainfall gauges will be installed to obtain each storm event intensity and duration across the study area. Optimum historical flow monitoring for Colleyville is April-May and September/October. Each rainfall gauge will be installed and calibrated to ensure proper operation and recording. Rainfall gauges are of the tipping bucket type and accurately record rainfall to 0.01 inches. Maintenance logs will be prepared by Engineer for each weekly site visit and will show as a minimum the date, time, operational check, verification of recordings, and other applicable maintenance items. The frequency of site visits will be based on the site history and will generally be weekly unless more frequent visits are required due to debris or sensor fouling. Using the collection system maps in association with GIS and supplemented by the City storm water rain gauges, a rainfall distribution analysis will be performed for each major storm event. For each metered sub-area, the volume of rainfall that fell over the surface will be determined using GIS spatial analysis and compared to the discrete wet weather infiltration/inflow.

Month	DFW Rainfall
Jan	1.83
Feb	2.18
Mar	2.77
Apr	3.50
May	4.88
Jun	2.98
Jul	2.31
Aug	2.21
Sep	3.39
Oct	3.52
Nov	2.29
Dec	1.84
Total	33.70

5. Data Collection From Flow Meters

Routine maintenance and service will be undertaken to confirm normal operation. Written logs of each site visit will be maintained and will be used to record date and time of visit, meter velocity and depth reading, corresponding independent velocity and depth reading, maintenance items such as battery voltage, etc. A tabular and graphical presentation of the final data will be prepared. Peak, minimum and average flow depths and rates will be generated to assist in data analysis and provided in hardcopy and electronic (MS Excel) formats.

6. Confirmation of Adequate Wet Weather Data

The proposed flow monitoring will be undertaken to obtain adequate hydraulic information for dry (and wet) weather conditions. A review of the dry and wet weather data will establish the number of storm events recorded and a determination if adequate data exists or if the metering period needs to be extended. If adequate rainfall has occurred prior to the 60 days then the City may request the meters be removed and the prorated daily cost credited to the City. In general at least three (3) storm events, that cause a noticeable system response, will be necessary to evaluate wet weather flows. The wet weather flow data information will be used to establish rainfall derived infiltration/inflow (RDII). Both cumulative and discrete flows will be evaluated.

Should rainfall not be adequate during the 60 day monitoring period then a determination will be made to either extend the flow monitoring on a week by week basis or terminate the monitoring based on extended forecasts for the area. The City project manager and Engineer will review the data collected, review the impact on the hydraulic model, review the National Weather Service long-range precipitation forecast and make a decision on whether to extend the monitoring period. The City project manager will have the final authorization to extend the flow monitoring or terminate the flow monitoring at the end of the 60 day milestone.

7. Flow Data Analysis

Engineer will analyze the gathered data and develop tabular and graphical summaries. Comparisons with any previous historical flow meter data will be summarized and evaluated. The impact of silt and debris will be evaluated.

Information obtained during the monitoring period will be used to determine the following for each meter site:

7.1 Dry weather average daily flow – A typical dry weather week will be established that is not impacted by rainfall. Velocity data will be compared to debris levels to analyze the scouring velocity necessary to prevent deposition in the lines. Discrete flows from each metered sub-basin will be calculated.

7.2 Dry weather peak flow – Peak flows during dry weather will be determined from the recorded meter site data.

7.3 Wet weather average daily flow – Wet weather flows for each rainfall event will be analyzed to determine the percentage of rainfall that enters the collection system (also known as the leakiness factor). By comparing the storm event flow with the dry weather flows will establish the Rainfall Derived Infiltration/Inflow (RDII). This value will vary for each storm duration and intensity. The discrete RDII for each sub-basin will be determined and will allow the ranking (prioritization) of each sub-basin by severity of RDII.

7.4 Wet weather peak flow – Peak flow rates during wet weather are critical to the capacity analysis. Peaking ratios (Peak flow rate to average dry weather flow) will be compared for dry and wet weather.

7.5 Peak inflow rates – Peak inflow rates are calculated by observing peak flow during wet weather events.

7.6 Total I/I volume – The area under each storm event curve will be evaluated to establish the volume of rainfall induced infiltration/inflow. These values can then be normalized to establish the volume of RDII per inch of rainfall. Projections can then be made to accurately determine the impact of RDII during a normal year.

During data analysis, the Manning and continuity equations will be plotted for flow. Under ideal free flow hydraulic conditions the two separate equations for flow should provide similar results. However, in a backwater or restrictive hydraulic situation, the Manning equation will over quantify flows and diverge from the continuity equation. Such an occurrence will indicate to the data analyst that a backwater condition was observed and a downstream restriction should be investigated. The project team will use sound engineering judgment and experience in adjusting raw depth and velocity data to account for debris levels. By obtaining accurate velocity and depth data, the engineer can further isolate hydraulic problems within the collection system.

8. Ranking of Meter Sub-basins

A result of the city-wide flow monitoring program will be the priority ranking of sub-basins based on various factors such as RDII, capacity, maintenance history, etc. This matrix ranking will be used to recommend various projects to address system deficiencies. Using the rainfall distribution analysis and recorded wet weather flow data, the gallons of RDII per inch of rainfall, per linear feet of service area pipeline (gal/in/lf) will be calculated.

9. Review of Flow Monitoring Report

Engineer will prepare a Pre-Submittal Flow Monitoring Draft Report which summarizes all findings, observed deficiencies, and recommendations with estimated costs. Review comments will be incorporated into the Final Report and four (4) copies submitted to the City. The final Flow Monitoring Report will include the following:

- Executive Summary
- Dry Weather Flows
- Wet Weather Flows
- Rainfall Distribution Analysis
- Distribution of RDII
- Priority Ranking of Sub-basins
- Discussion and estimated cost of a Permanent Flow Monitoring Network
- Recommended testing and rehabilitation schedule and cost estimates
- Appendix with flow and rainfall data
- Electronic spreadsheets, photographs, maps and report on a thumb drive included with each report

Deliverables:

1. Delivery of equipment including flow meters and rainfall gauges
2. Preliminary meter site locations. List of proposed meter sites and location map(s) delineating the basin boundaries will be prepared for review and approval
3. Completion of meter site location forms
4. Map showing meter and rain gauge site locations approval by City
5. Map showing finalized meter and rain gauge site locations and basin boundaries
6. Velocity, depth, and flow data in tabular format
7. Site photographs and site installations sheets
8. Rainfall summary intensity and duration, rainfall volume, rainfall distribution using GIS
9. Matrix and final priority ranking of sub-basins

10. Four (4) copies of Final Report

Task 106 - Identify Project Design Criteria and Constraints

The City of Colleyville's records will be reviewed to help establish a baseline to determine project criteria and constraints to be implemented in the Master Plan. These constraints will be identified prior to the draft Master Plan report and at one of the progress meetings. These items include:

1. Level of service requirements for potable water customers in the city
2. Criteria for assigning fire flows to water customers
3. Historical water usage peaking factors
4. Wet weather wastewater peaking factors
5. Expected future water and wastewater development and demands
6. Operational considerations
7. Areas for future growth and construction
8. Compare historical population growth with Texas Water Development Board and North Central Texas Council of Government projections

The information will be utilized to develop the Master Plan with a twenty (20) year planning horizon. The Engineer understands that the following items have been identified by Colleyville as critical components to the master plan.

1. Water storage requirements – Review of Overland Trail Options
2. Water storage transmission capabilities.
3. Fire flow coverage with City input on desired fire flow standards

Task 107 - Water Distribution System Model

Modeling of the existing City of Colleyville water system will be accomplished using the WaterGEMS modeling programs. The model will be developed by converting the City of Colleyville's existing water model into WaterGEMS and developing a model of facilities not in the current model. Model elements include connections to water suppliers, pumping and storage facilities, major transmission lines, and network lines of 6-inch and larger. Engineer will utilize water meter data from the Owner and projected growth to create average day and maximum day demand alternatives, including diurnal demand patterns. The developed models will be calibrated based on field data on the system. Owner shall be prepared to perform pressure tests within the distribution system to collect data for model validation. Engineer will assist the Owner with the field-testing program. Average day and maximum day demands will be assessed using extended period simulations to identify needed improvements required for the water system, and fire flow analysis will be performed to detect deficiencies in system fire coverage. Specifically, model simulations will be used to evaluate the need for the Overland Trails Ground Storage Tank, assess the improvements necessary to improve the connection between the elevated storage tanks in the system, and determine areas with limited fire coverage. The following distribution system quantities will be evaluated using the hydraulic model:

- Pipe Pressures and Velocities
- Hydraulic Grade Line
- Fire Flows
- Tower Levels
- Water Age

Discussion will be held with the City of Colleyville to review performance criteria following completion of the system modeling.

Assumptions:

- a. New model will add water mains to service up to 700 new lots identified in “new developments” not included in the previous model
- b. Owner will perform pressure tests in the distribution system with guidance from Engineer

Deliverables:

- a. New GIS Layers delivered to City
- b. Model file

Task 108 - Wastewater Collection System Model

Modeling of the existing City of Colleyville wastewater system will be accomplished using the SewerGEMS modeling program. Engineer will develop a sewer model utilizing existing GIS data, as built, service maps, and input from City of Colleyville staff. Historical baseline data from the City of Colleyville for average wastewater flows will be used to evaluate the collection system and its capacity to meet peak hour and wet weather flow demands for the 20 year planning horizon. Discussion will be held with the City of Colleyville to review performance criteria.

The existing GIS data will be evaluated to:

1. Verify that each pipe and manhole has a meaningful, unique identifier that will be used to relate the model and the GIS databases. Engineer may develop and use an asset numbering system that uses existing maps to better identify where recommendations are being made.
2. Review and determine if the GIS data is broken into pipe segments appropriate for modeling and the type/level of GIS identifier data to be preserved in the model's pipe segments.
3. Verify that each pipe has an appropriate and associated manhole at each end.
4. Verify the hydraulic model connectivity (map pipe connections with manholes and ensure flow directions are correctly depicted in the model).
5. Identify any large volume water users whom do not contribute to the wastewater system.

The following details the methodology for entering wastewater flow projections in the model for existing and future design years. The City will provide water consumption data and GIS shapefile for the entire City consisting of the average daily water demands for each customer over the previous 12 months.

1. Existing Average Daily Flows Estimate

Utilize latest available census data to establish population within each service area. Review planning reports (prepared by the City if available) to determine representative rates for population per household. Estimate current population and density. Calculate the average wastewater flows per person within each service area. Review and confirm service area boundaries. Calculate average wastewater flows for each customer and confirm with flow monitoring data collected in other task

2. Flow Patterns

Diurnal flow patterns are essential for creating an accurate wastewater model. Standard patterns will be created for residential and commercial customers based on the flow monitoring results and industry standard patterns calculated by others. Customer specific patterns may be created for large wastewater customers depending on their water use. In general, these patterns will have 1-hour time steps. This type of model then distributes the daily loads based on these curves and routes the corresponding flows

through the collection system. This provides a more accurate representation of the peak flows throughout the system, taking into account the time lag of peaks originating at the furthestmost sections of the system and the natural attenuation that occurs.

3. Existing Wet Weather Peak Flows

Determine the relationship with the results from the flow monitoring and rain gauge data collected over the 60 day period. After calculating the percentage of rainfall entering the collection system, calculate the wet weather flows for a 5 year – 6 hour rain event. This will define the Peak Wet Weather flows.

Should rainfall not be adequate during the 60 day monitoring period to calibrate the hydraulic model, then a determination will be made to either extend the flow monitoring on a week by week basis or terminate the monitoring.

4. Infrastructure

Integrate all existing gravity line, manhole, force main, I/I Study Report and lift station GIS data for the development of the dynamic hydraulic model of each of the City's collection system service areas within latest version of City approved hydraulic model. At a minimum, the following database information will be incorporated:

- Manholes – rim elevations, flow lines, type, and elevation source
- Lines & FMs – diameter, material, roughness, percent blocked
- Lift stations – flow lines, diameter, depth, slab elevations, water level elevations for pumps “on” and pumps “off”

All wastewater lines 10-inch in diameter and greater shall be modeled with detailed data collected in other tasks. As much as possible at critical locations, lines smaller than 10-inch (6 and 8 inch) will be included in the model using assumed slopes, flow lines and rim elevations. LIDAR data may be used for assumed rim elevations. Critical locations could be defined as chronic overflows, pump station discharge points or locations necessary to address capacity restrictions.

The model will incorporate a unique identifier for each asset which will link with the City's existing GIS mapping and data storage.

5. Operational Parameters

From the information collected in previous tasks, input all pump curves and lift station control elevations for each lift station to be incorporated into the model. The float elevations will be provided either by the City or be based on record drawings. VFD curves will also be created where applicable.

6. Allocate Existing Wastewater Flows

Using the water billing data and point shapefile (if available) provided by the City and linked to the parcel base maps, allocate and distribute residential and commercial wastewater flows within the service area and assign to the appropriate manholes.

7. Infiltration and Inflow

Develop an Infiltration and Inflow (I/I) modeling strategy best suited to the available data. Compare the dry weather flows and wet weather flows with the gauged rain data to establish the relationship between rainfall and I/I and to determine the best method for estimating these flows in the model.

I/I will be simulated in the model through the use of either a defects database or as contributions based on service area and pipe size or as unique diurnal contributions, whichever the Engineer feels has better information. The effects of precipitation on wastewater flow rates via rapid inflow or gradual infiltration will also be modeled. The actual level of detail used in the simulations will be dependent upon the quality of

data obtained in the flow-monitoring program. It is anticipated that infiltration will be defined on a service area basis with set rates used for dry and wet flow conditions for all sections of a given line.

8. Infrastructure Update

Update model database with system improvements completed, but not included on existing GIS maps. These improvements will also include the addition of new subdivision plans and any map book corrections provided by the City. System improvements are limited to improvements constructed (under this work task). Planned future system improvements and/or partially completed improvements will be addressed below, prior to scenario modeling.

Note: It is assumed that most of the system improvements and new subdivision development is currently updated in the GIS. Therefore, the scope of this task is limited to the addition of 20 record drawing plan/profile sheets to update the model. Additionally, a cut-off date of 60 calendar days after NTP will be established for all record drawing and atlas map submittals for inclusion in this project.

The model will be run with the following iterations:

1. Existing Conditions
2. Future planning conditions based on Colleyville flow projections
3. Removal of lift stations.

Assumptions:

- a. Model will include up to 2000 manholes.
- b. Model will include 68,500 LF of pipe.
- c. Model will be accurately developed for all lines 10" and larger.
- d. Half of the existing manholes have accurate coordinates.
- e. The main trunk lines (10" and larger) have less than 250 manholes to be identified.
- f. A fee will also be provided to model the 233,000 linear feet of 8" sewer line and 905 manholes associated with the 8" sewer line.

	10" and larger sewer	8" sewer	Total 8" and larger
Pipes	68,500 LF	233,000 LF	301,500 LF
Manholes	229	905	1,134
Field Investigation Cost	\$61,356		\$178,154
Modeling Cost	\$42,098.00		\$52,030.00

Deliverables:

- a. New GIS Layers delivered to City
- b. Model file

Task 109 – Rate Study and Impact Fee Review

Engineer will review previous published Impact Fee Report by Kimley Horn and Associates. Engineer will provide a third party review to determine if the assumptions made are acceptable for a city the size of Colleyville and the surrounding economic climate.

Engineer will perform a Rate Study comparing the City's water and sewer rates with similar neighboring communities. Historical data will be compiled regarding budgeted expenses for operation and maintenance as well as capital improvement projects and this data will be compared with water and

sewer revenues. The Rate Study will determine if the City's current rates adequately cover expenses and provide sufficient funds to address needed capital improvements while also confirming that the rates are in general alignment with utility rates in the area.

Assumptions:

- a. City will provide five (5) years of historical data for expenses and revenues.
- b. Engineer will compare rates with rates of five (5) neighboring and similar cities.

Deliverables:

- a. Project Memorandum in .PDF format documenting the rate based on revenues and expenses and in comparison to rates of similar sized cities. Report will also document the assessment of the impact fees and provide a recommendation for adjustment, if necessary.

Task 201 - Draft Master Plan and Preliminary Report

Prepare four (4) copies of a draft Master Plan report for submission to the City of Colleyville for review. The body of the report, preliminary exhibit, decision matrices, and other key components will be compiled for subsequent review and discussion. Components that will be included in the report are the following:

1. Integrate information from City of Colleyville staff and team staff previous knowledge of existing water and wastewater systems and obtain coordinates of manholes and flow line elevations necessary for hydraulic calculations with the wastewater system.
2. Layout drawings showing existing and projected water transmission mains, neighboring city (Bedford, Hurst, North Richland Hills, Grapevine) connections, metered connections to TRA system, storage tanks, and pump station locations
3. Water system map showing water distribution system deficiencies
4. Layout drawings showing existing and projected wastewater interceptors, lift stations, interceptor connections to TRA system, and manhole locations
5. Wastewater system map showing collection system deficiencies
6. Prioritized list of the discovered needs for water and wastewater systems based on areas critical to the City of Colleyville
7. Identify activities that will optimize operation of the systems
8. Construction cost estimates for referenced water distribution/wastewater collection system needs
9. Project timetable/timeline to have the distribution main/interceptor collection lines operational to meet future demands
10. Engineer will document the modeling process, pertinent results, and recommendations
11. Review of the portion of Colleyville that has unmetered sewer. Engineer will complete a cost analysis to determine if the TRA base sewer rate for unmetered homes is accurate for Colleyville flows.
12. Evaluate the need and estimate costs for backup power at the lift stations.
13. Development of a Capital Improvements Plan to systematically address any deficiencies found in the system in addition to addressing anticipated projects to accommodate projected growth during the 20 year planning horizon
14. Capital Improvement Plan will identify project drivers, including capacity, operations, maintenance, conditions and regulatory needs. The CIP will also discuss ramifications and unintended consequences for not completing projects on time. The CIP will have a 5 year window, and will be prioritized based on need

Assumptions:

- a. Deliverable workshop

Deliverables:

- a. Four (4) hard copies

Task 301 - Final Report

Prepare four (4) copies of the final report for submission to the City of Colleyville. The final report will be revised as necessary based on the review comments from the City of Colleyville staff. The final report will also be provided on a thumb drive in .PDF format. The Engineer will give a summary presentation of the final document to the City of Colleyville City Council, if requested.

Assumptions:

- a. Deliverable workshop

Deliverables:

- a. Four (4) hard copies

Additional Services (not included, but available via special services)

The following tasks are considered additional services and not included under this agreement but may be added by amendment to the agreement. The following is a list of potential additional services.

- Public Outreach
- TRA Coordination for Water Supply
- Impact Fee Determination
- Overland Trails Condition Assessment
- Emergency Response Planning
- Hazard Mitigation Planning
- Water Quality Analysis
- Continued Field Investigations, including, but not limited too:
 - a. Smoke Testing
 - b. Digital Universal Camera
 - c. Laser Profiling
 - d. Dye Testing
 - e. Visual observation
 - f. Cleaning of sewer lines
- Funding Assistance

Additional services that could be provided as part of the project, but are not anticipated to be required include:

- Evaluation of condition or structural integrity of facilities (pumps, lift stations, storage tanks, etc.)
- Design services of any kind
- Financial Assistance
- Operations Support Services

- Warranty Assistance Services
- Geotechnical Services
- Utility location services
- Coatings Analysis
- Operational Audit/Optimization
- Environmental Handling and documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.

EXHIBIT B

Colleyville Master Plan FEE SUMMARY

DESIGN		
Basic Services		
101	Project Management and Meetings	\$37,949.00
102	Data Collection and Evaluation	\$33,052.00
103	Facility Field Investigations	\$16,030.00
104	Collection System Field Investigations	\$129,168.80
105	Wastewater Flow and Rainfall Monitoring	\$90,786.00
106	Identify Project Design Criteria and Constraints	\$9,713.00
107	Water Distribution System Model	\$29,314.00
108	Wastewater Collection System Model	\$52,800.00
109	Rate Study and Impact Fee Review	\$28,680.00
201	Draft Master Plan and Preliminary Report	\$56,511.20
301	Final Report	\$13,995.00
Basic Services Subtotal		\$497,999.00

SCHEDULE "1"
CONSULTANT Corporation
 Schedule of Hourly Rates for 2014

		
Colleyville Master Plan		
Garver Hourly Rate Schedule		
Classification		Rates
Engineers / Architects		
	E-1	\$ 98.00
	E-2	\$ 115.00
	E-3	\$ 131.00
	E-4	\$ 152.00
	E-5	\$ 181.00
	E-6	\$ 228.00
Planners		
	P-1	\$ 108.00
	P-2	\$ 137.00
Designers		
	D-1	\$ 84.00
	D-2	\$ 99.00
	D-3	\$ 118.00
	D-4	\$ 138.00
Technicians		
	T-1	\$ 68.00
	T-2	\$ 86.00
	T-3	\$ 105.00
Surveyors		
	S-1	\$ 41.00
	S-2	\$ 54.00
	S-3	\$ 71.00

	S-4	\$ 105.00
	S-5	\$ 140.00
	S-6	\$ 163.00
	2-Man Crew (Survey)	\$ 169.00
	3-Man Crew (Survey)	\$ 230.00
Construction Observation		
	C-1	\$ 80.00
	C-2	\$ 103.00
	C-3	\$ 126.00
	C-4	\$ 163.00
Administration		
	X-1	\$ 52.00
	X-2	\$ 71.00
	X-3	\$ 99.00
	X-4	\$ 135.00

- Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost
- Vehicle mileage to be paid at the current IRS rate per mile.
- The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2014. CONSULTANT may revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

Other Expenses for Field Investigations

	Description	Unit	Cost
1	Mobilization	EA	\$2,052.00
2	Clean & TV 6"-10" SS light	LF	\$2.70
3	Clean & TV 12"-15" SS light	LF	\$3.18
4	Clean & TV 6"-10" SS heavy	LF	\$3.24
5	Clean & TV 12"-15" SS heavy	LF	\$4.26
6	Smoke testing*	LF	\$0.96
7	Laser profiling	LF	\$3.60

*Pricing may vary depending on location, condition and access

Light Cleaning is defined as cleaning of a pipe segment (manhole to manhole) that requires no more than 3 passes with the cleaning nozzle in that segment, whereas Heavy Cleaning is cleaning of a pipe segment (manhole to manhole) that requires 4 or more passes with the cleaning nozzle in that segment.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a

Agenda Date 02/18/2014

Number Ordinance O-14-1907

Type Ordinance

Department Public Works

Title

Approval of amendments to Chapter 9 - Subdivision Design and Public Facilities in the Land Development Code

Explanation

Second Reading and Public Hearing

There were no speakers regarding this request at the February 4, 2014 City Council meeting.

Resolution R-14-3717 was approved by City Council on February 4, 2014. The proposed ordinance will amend Chapter 9 of the Land Development Code to accurately reflect the procedures and policies regarding sidewalks, which became effective with the approval of Resolution R-14-3717.

First Reading and Public Hearing

On January 7, 2014, staff presented the recommendations of the Colleyville Sidewalks Committee, and a proposed internal procedure that would be adopted to ensure compliance with a new policy with regard to sidewalk construction in conjunction with new development and redevelopment. Based on the direction received by City Council, Resolution R-14-3717 is presented for consideration later on this agenda (February 4, 2014), which will formalize the new sidewalk policy, and rescind the Supplemental Sidewalk System Map.

Chapter 9 of the Land Development Code establishes the policies and procedures for sidewalks. With approval of Resolution R-14-3717, proposed Ordinance O-14-1907 will amend Chapter 9 of the Land Development Code to accurately reflect the new procedures and policies regarding sidewalks.

Proposed amendments to Chapter 9 are reflected in the Proposed Changes to the Land Development Code – Chapter 9 – Subdivision Design and Public Facilities redlined attachment. A summary of the amendments include:

- General grammar corrections
- Adjusting the responsible party from "City Engineer" or "Director of Public Services" to the "Director of Public Works or designee"

- Added language in Section 9.7.I.4 to specify the requirement for a grading plan for all lots
- Section 9.12.F.1: language was adjusted to remove the reference to the Supplemental Sidewalk System Map and to replace the Planning and Zoning Commission with the City Council as the appeal reviewing body
- Deletion of sections 4, 5, 6, and 7 of Section 9.12.F
- Deletion of the language "Form of Escrow"
- Section 9.15.E.1: additional language was added to clarify the requirement
- Section 9.19.A: clarification of the language requiring sidewalks at all locations unless waived by zoning or City Council
- Section 9.19.A.3: language specifying that escrows may be warranted
- Section 9.19.A.4: language specifying that building permits will be contingent on the written commitment of applicant to construct the sidewalk or pay the required escrow amount

These proposed changes will modify Chapter 9 of the Land Development Code to accurately reflect new procedures and policies in regard to sidewalk construction in conjunction with new development or redevelopment.

Financial Impact

There is no financial impact to the City. Escrowed funds that are generated as a result of this policy will be used to construct sidewalks within the respective neighborhood district.

Recommendation

Approve

Attachments

1. Proposed Amendments - Chapter 9 - Land Development Code
2. Ordinance O-14-1907

Proposed Amendments - Chapter 9 - Land Development Code

Colleyville, Texas, Land Development Code

Chapter 9 Subdivision Design & Public Facilities

Rev. 03-03-0902/18/2014

Section 9.1 Purpose of This Chapter

The purpose of this Chapter is to establish design guidelines necessary for proper layout of a subdivision and to establish the public improvement requirements for the development of a subdivision, but more specifically to:

1. ensure that public facilities and services are available to all subdivisions in the City; and
2. establish reasonable standards of design for public facilities.

Section 9.2 Authorization for Adoption of This Chapter

The regulations contained in this Chapter have been adopted under the following authority:

1. *Chapter 212 – Municipal Regulation of Subdivisions and Property Development of the Texas Local Government Code*, which authorizes a municipality to adopt rules governing plats and subdivisions of land within the municipality's jurisdiction.
2. *Chapter 51 – General Powers of Municipalities of the Texas Local Government Code*, which authorizes a municipality to adopt ordinances, rules, or police regulations that are for the good government, peace, or the trade and commerce of the municipality.
3. *The Home Rule Charter of the City of Colleyville*, which authorizes the City Council to exercise all powers granted to municipalities by the Constitution or the laws of the State of Texas.

Section 9.3 Variances and Appeals

Any person seeking approval of a development as required by this Land Development Code may request a waiver from a requirement contained in this Chapter, or appeal a decision of an Administrative Official by submitting a request using the procedures described in *Chapter 1 – General Provisions* of this Land Development Code.

Section 9.4 Definitions

Definitions applicable to this Chapter may be found in *Chapter 2 – Definitions* of this Land Development Code.

Section 9.5 Subdivision Design Guidelines

Every subdivision plat shall be reviewed for conformance with the design guidelines contained in this ~~Chapter~~Land Development Code. The City recognizes that suitability characteristics vary from site to site and when approving a subdivision plat the following guidelines shall be used for interpretation, application and enforcement of the design guidelines contained in this ~~Chapter~~Land Development Code:

1. It is the intention of these subdivision design guidelines to encourage new and creative ways to develop subdivisions. Developers and city officials are encouraged to utilize new and innovative ways to improve safety, economy, tax yield, maintenance cost, response time, drainage, vehicular access, and pedestrian passage.

2. Whenever a ~~subdivider-developer~~ can demonstrate an alternative method of meeting the requirements of this ~~Chapter~~Land Development Code, it shall be incumbent upon the city staff, the Planning and Zoning Commission, and the City Council to review the proposed variations and approve, approve with modifications, or disapprove the proposed alternatives as appropriate for the conditions.

Section 9.6 Blocks

- A. General Design – Blocks should have sufficient depth to provide for two (2) tiers of lots of appropriate depths, except that blocks adjacent to major streets, railroads or waterways shall have only one tier of lots.
- B. Block Lengths & Widths – Residential and industrial blocks generally shall be no longer than sixteen hundred (1,600) feet and business blocks no longer than one thousand (1,000) feet. Where long blocks in the vicinity of a school, park or shopping center are proposed, the City Council may require a public walkway near the middle of long blocks or opposite a street that terminates between the streets at the ends of the block.

Section 9.7 Lots

- A. Lot Arrangement – Lots shall be arranged to provide access to lots from approved streets and to avoid foreseeable difficulties due to topography and natural physical features inherent to the property.
- B. Lot Area and Dimensions – Lot area and dimensions shall be consistent with the minimum requirements of the applicable zoning district and the following:
 1. *Special Lot Width Requirement* - The width between side lot lines at their foremost points (where they intersect with the street line) shall not be less than eighty (80) percent of the required lot width. In the case of lots on the turning circle of a cul-de-sac, the width may be less than eighty (80) percent of the required lot width.
 2. The City may approve a plat which contains a lot that does not meet the minimum requirements when special conditions exist.
- C. Frontage on Public Access Required – All lots shall have frontage on a public street, except a non-residential lot may be approved when the proposed public access has been determined by City to be adequate to meet the intent of this requirement. The lot line common to the street right-of-way line shall be the front line; except that a lot may have more than one lot line common to a street right-of-way line.
- D. Access from Major Thoroughfares
 1. Residential Lots - No residential lot shall front on or derive access directly from an existing or proposed collector street, or larger, as shown on the Master Thoroughfare Plan, except where the proposed subdivision meets all the following criteria:
 - a. Where the only street frontage which may be provided to the residential lot is from a collector street due to the shape, topography, or other physical condition of the property;
 - b. The ~~City Engineer~~Director of Public Works or designee has provided favorable recommendation; and.
 - c. Where the residential lot is designed and dimensioned to permit loop driveways or on-site turnaround facilities so that vehicles head into the collector street.
 2. Non-residential Lots – Non-residential lots which have frontage onto or derive access directly from an existing or proposed collector street, or larger, as shown on the Master Thoroughfare Plan, shall have driveway locations which *comply with the spacing requirements established elsewhere in Chapter 14*

– *Engineering Design Standards* of this Land Development Code.

- E. Buildable Area – Every lot shall contain a buildable area that is adequate in size for the proposed development. The buildable area shall be situated out of the 100 year flood plain.
- F. Flag Lots Prohibited – It is the policy of the City to prohibit the creation of flag lots unnecessarily, and to discourage the creation of any lot which, by virtue of its relatively great depth in relation to its width, is likely to facilitate future requests for re-subdivision to create a flag lot.
- G. Building Lines – Front building lines shall be shown on all lots in the subdivision. Building lines shall be shown along each street-facing of corner lots and through-lots. The building line shall be consistent with the requirements of the applicable zoning district, however, the City may approve a building line which differs from the zoning requirements when special conditions exist.
- H. Side Lot Lines – Where possible, all side lot lines shall be at right angles to straight street lines and radial to curved street lines.
- I. Lot Drainage and Grading
 - 1. Grading and drainage of all lots shall be designed in a manner which will allow one lot to drain across an adjacent lot and into a permanent structure, such as a concrete flume, lined channel, or proper inlet to an adequate drainage facility, or to a street right-of-way. If an approved drainage structure is not present, it will be required of the developer to construct the necessary facilities. (O-00-1261 / 12-19-00)
 - 2. Sheet flow techniques shall be used for lot to lot drainage where possible. (O-00-1261 / 12-19-00)
 - 3. Single lots shall accommodate their own drainage into an approved structure where topographic elevations allow this to occur. (O-00-1261 / 12-19-00)
 - 3.4. For lots that an approved engineered grading plan does not exist, the developer of the site shall submit a grading plan prepared by a licensed Professional Engineer.

Section 9.8 Waterbodies and Water Courses

If a tract being subdivided contains a water body, or portion thereof, lot lines shall be drawn so as to distribute the entire ownership of the water body among the adjacent lots. The City may approve an alternate plan provided the ownership of and responsibility for maintenance of the water body is so placed that it will not become a City responsibility. Where a watercourse separates the buildable area of a lot from the street by which it has access, provision shall be made for installation of a culvert or other structure, of design approved by the City. Any lot which includes a water body and contains a building site, shall contain a buildable area that is not less than the minimum buildable area for the applicable zoning district.

Section 9.9 Street Names

The developer shall submit all existing and proposed street names on any proposed subdivision plat. New street names shall be sufficiently different in sound and in spelling from other road names in the city so as to not cause confusion to the general public or for emergency response. A road which is, or planned, as a continuation of an existing road shall bear the same name.

Section 9.10 Reserve Strips and Common Areas

The creation of reserve strips shall not be permitted adjacent to a proposed street or to adjacent property in such a manner as to deny access from adjacent property to the street. No common areas shall be allowed in a subdivision except where notation has been placed on the plat to prohibit development on the common area.

Section 9.11 Double Frontage Lots

Double frontage and reversed frontage lots shall be avoided except where necessary to provide separation of residential development from a collector street or to overcome specific disadvantages of topography and orientation. The City may require that a notation be placed on the plat to limit the facing of main structures or to limit driveway access from a collector street.

Section 9.12 General Infrastructure Policy

(03-03-09 / O-09-1712)

- A. General Requirement – The developer of a subdivision shall install all water, sewer, street, sidewalk and drainage improvements, and any other facilities required by this Land Development Code, which are necessary for the proper development of the subdivision. The design, construction and inspection of any public facilities shall be a cost to the developer, unless the City has entered into an agreement for cost sharing. All such facilities shall be designed and constructed in accordance with the criteria contained in this Land Development Code and be in conformance with the general layout of the City of Colleyville Master Land Use Plan and Capital Improvements Plan. The public facility requirement of this section shall be applicable to the upgrading of any existing facilities which do not meet current standards.
- B. Apportionment of Infrastructure Costs – As a condition of the approval of a development, the developer's portion of the costs may not exceed the amount required for infrastructure improvements that are roughly proportionate to the projected impact of the proposed development, as determined by a professional engineer, licensed in the State of Texas, and who is retained by the City of Colleyville.
1. In making the rough proportionality determination, consideration shall be given to the availability of adequate and minimum levels of public facilities and accessibility to the site for delivery of emergency services.
 2. The professional engineer making the proportionality determination may rely on categorical findings from comparable public improvement projects for establishing a cost basis. The basis used for determining estimated costs shall be revised annually on July 1 by the Colleyville Engineering Department.
 3. A developer who disputes the determination by said professional engineer may appeal to the City Council and present testimony and evidence in support of the appeal. The appeal shall be written and filed with the City Secretary within ten (10) days after the date action taken by the Planning and Zoning Commission on the development proposal. The developer shall not be required to waive the right to appeal as a condition of approval of the development project.
- C. Optional Escrow Provision – Where, in the opinion of the City, construction of a required public improvement should be deferred to a future date, the developer shall place in escrow with the City, an amount equal to the estimated cost of the improvements, as determined by the ~~City Engineer~~the Director of Public Works or designee. The Planning and Zoning Commission or City Council may consider an alternate arrangement when appropriate. Any escrow related to the construction of sidewalks shall adhere to the requirements set forth in Section F.
- D. City Participation in Over-Sizing – Where over-sizing of a public improvement is required by the Comprehensive Master Plan, Thoroughfare Plan, Water or Sewer Capital Improvements Plan or other planning document adopted by the City, City participation shall be in accordance with the provisions of any applicable Impact Fee Ordinance or City-Developer Agreement, which has been approved by the City Council.

- E. Public Easements – All public improvements shall be constructed within easements or rights-of-way that have been dedicated for public use. The width of an easement or right-of-way shall be in accordance with the specifications contained elsewhere in this Land Development Code.
- F. Escrow Policy for Sidewalks

1. Request for Escrow

Whenever these regulations require a property owner to construct a sidewalk for a dwelling unit, the property owner may petition the City for deposit of an escrowed amount, as established in this Section, in lieu of the required construction of a sidewalk. The Director of Public Works or designee ~~the Director of Community Development~~ shall determine whether the escrow is reasonable in lieu of the obligation to construct the improvement. ~~based on the Supplemental Sidewalk System Map.~~ If an escrow request is denied, then the applicant may appeal that denial to the ~~Planning and Zoning Commission~~ City Council if a written request for appeal is received by the Director of Public Works or ~~designee the Director of Community Development~~ within ten (10) days of the denial. ~~The decision of the Planning and Zoning Commission shall be final.~~

2. Deposit with the City

Whenever the City agrees to accept escrow deposits in lieu of construction by the owner of the property under these regulations, the property owner or developer shall deposit an amount equal to his share of the costs of design and construction in escrow with the City. This amount shall be paid prior to release of construction plans by the Director of Public Works. The obligations and responsibilities of the property owner shall become those of the property owner's transferees, heirs, successors, and assigns; and the liability therefore shall be joint and several.

3. Determination of Escrow Amount

The amount of the escrow shall be determined by using the average of the comparable bids awarded by the City in the preceding six (6) months for sidewalk design and construction or, if none exist, then current market value of the design and construction of a sidewalk in the City, to be determined by the Director of Public Works. The determination shall be based on reasonable current market value made as of the time the escrow is due.

~~4. Termination of Escrow~~

~~Escrow fees paid to the City pursuant to this Section shall be held for a period of ten (10) years from the date of the deposit. If the City has not expended such funds on a sidewalk with the Sidewalk District of the dwelling unit that deposited the sidewalk escrow fee, and upon written request from the original party making the deposit, such funds shall be returned to the original party that paid the escrow fees with accrued interest, subject to the limitations in Subsection 6. Such return does not remove any obligations of the dwelling unit for construction of required improvement(s) if a building permit is applied for.~~

~~5. Refund~~

~~If any public improvement for which escrow is deposited is constructed or is reconstructed by another governmental authority at no cost to the City, the escrow funds and accrued interest shall be refunded to the property owner or developer after completion and acceptance of the public improvements. In the event that a portion of the cost is borne by the City and the other portion of the cost by another governmental authority, the difference between the owner's actual proportionate cost and the escrow funds, including accrued interest, if any, shall be refunded after completion and acceptance of the improvements.~~

~~6. Interest Limitation~~

~~If for any reason money is refunded within six (6) months of deposit, only the principal will be refunded. Monies returned after this date will be refunded with interest accrued calculated at one percent (1%) less than the rate of actual earnings received on the escrowed funds.~~

~~7. Waiver of Escrow~~

~~The Developer may apply to the Planning and Zoning Commission for a waiver of the requirement to construct a sidewalk or escrow funds in lieu of construction. The decision of the Planning and Zoning Commission is final.~~

8.4. Use of Escrow Funds

Six (6) Sidewalk Districts are hereby established throughout the City. These districts shall share the same boundaries as the six (6) neighborhoods depicted on the Neighborhood Boundary Map in the 2004 – 2025 Colleyville Plan. The Sidewalk Districts are established so that sidewalk escrow funds will be expended within sufficient proximity to the dwelling unit that deposited the sidewalk escrow fee so as to reasonably benefit that dwelling unit. Funds escrowed pursuant to this Section Land Development Code shall be expended on design and construction of sidewalks located at any place within the same Sidewalk District as the dwelling unit depositing the sidewalk escrow fee.

9.5. Existing Escrow Funds

- i. All funds currently escrowed in lieu of sidewalk construction before the effective date of this Ordinance are subject to expenditure under this Ordinance unless a written objection is filed, by the owner of the lot for which the funds are escrowed, with the Director of Community Development within thirty (30) days after notice of this Ordinance is received. Notice of this Ordinance shall be sent to the current owner of the lot for which the funds are escrowed at the address listed in the most recent tax rolls of the City. If the person receiving notice under this subsection is not the current owner, then they must immediately notify the City of the person who purchased the property and provide the City with the address of that person.
- ii. If an objection is filed pursuant to the previous subsection, the Director of Community Development shall decide, within thirty (30) days, if the circumstances involving the particular lot and surrounding Sidewalk District reasonably require a return of the escrowed funds. The owner of the lot may appeal the decision of the Director of Community Development by filing a written objection, explaining the owner's argument and requesting for a hearing before the City Council, with the City Secretary not later than ten (10) days after the Director of Community Development's decision. After hearing the lot owner's objections, City Council may either refund the escrowed money or deny the refund and order the funds to be used for future sidewalk construction on that lot or in that sidewalk district.
- iii. This Ordinance shall apply to any and all funds paid into the sidewalk escrow fund in lieu of sidewalk construction after the effective date of this Ordinance.

Form for Escrow

~~An escrow for the construction of a sidewalk pursuant to this Section shall be in the following form:~~

~~In lieu of constructing the necessary sidewalks in the development, the developer shall be required to escrow funds for the construction the sidewalks which shall be dedicated to the City. The developer shall be required to escrow these funds in the amount of \$ _____, which includes contingencies, engineering, and design. This escrow requirement shall be fulfilled prior to the signing and filing of the approved final plat.~~

Section 9.13 Water System Requirements

- A. Water Lines – The developer of a subdivision shall be required to install, at no cost to the City, a water distribution system adequate for domestic supply and for fire protection needs which serves each lot. The

water system shall be connected to the municipal water system and be designed, sized and constructed in accordance with the city design standards and specifications contained in this Land Development Code.

- B. Fire Hydrants – The developer of a subdivision shall be required to install, at no cost to the City, a sufficient number of fire hydrants to provide fire protection to every lot in the subdivision. All structures in residential areas shall have fire hydrants within 500 feet and a 600-foot hose-lay. All structures in commercial areas shall have fire hydrants within 300 feet and a 500-foot hose-lay. The design and construction of the fire hydrant system shall be in accordance with the city design standards and specifications contained in this Land Development Code. The layout of the fire hydrant coverage shall be approved by the Fire Marshal and be in accordance with the standards of the Texas State Board of Insurance requirements. (O-00-1261 / 12-19-00)

Section 9.14 Sewage System Requirements

- A. Sewage Collection Lines – The developer of a subdivision shall be required to install, at no cost to the City, a sewage collection system adequate which shall serve each lot. The sewage collection system shall be connected to the municipal sewage system and be designed, sized and constructed in accordance with the city design standards and specifications contained in this Land Development Code.
- B. Private Sewage Treatment Systems – Private sewage treatments systems, including septic tanks, shall be prohibited except where approved by the Director of Public Services-Works or designee and the Tarrant County Health Department.

Section 9.15 Storm Water Facility Requirements

- A. Drainage Improvement Requirements – The developer shall provide for the design of storm water management in the proposed subdivision and shall be required to furnish, install, construct, or extend, at his own expense, all storm sewers and drainage structure facilities necessary for the proper development of the subdivision. Storm water facilities shall conform to the storm water drainage master plan and shall be designed in accordance with the design standards and specifications contained in this Land Development Code. Alternate earthen channels may be approved when in accordance with the criteria established in *Chapter 14 – Engineering Design Standards*.
- B. Drainage Easements – All public drainage facilities shall be constructed within a public drainage easement or drainage right-of-way as required by the City. The following statement of restriction shall be placed in the dedication instrument of the subdivision plat:

Drainage Easement Restriction: No construction or filling, without the written approval of the City of Colleyville shall be allowed within a drainage easement, and then only after detailed engineering plans and studies show that no flooding will result, that no obstruction to the natural flow of water will result, and subject to all owners of the property affected by such construction becoming a party to the request. Where construction is permitted, all finished floor elevations shall be a minimum of two feet above the 100-year flood elevation.

- C. Development of Flood Plain – Land within the 100-year flood plain shall be subject to the Colleyville Flood Plain Ordinance. Any land which in the natural state is subject to a 100-year flood or which cannot be properly drained shall not be subdivided, re-subdivided, or developed until receipt of evidence that the construction of specific improvements proposed by the developer can be expected to yield a usable building site. Thereafter, the Planning and Zoning Commission may recommend approval of the plat. However, construction upon such land shall be prohibited until the specific improvements have been planned and construction completed.
- D. Floodway Easements
1. Floodway easements shall be provided along natural drainage-ways and lakes reservations. Floodway easements shall encompass all areas beneath the water surface elevation of the base flood, plus such

additional width as may be required to provide ingress and egress to allow maintenance of the banks and for the protection of adjacent property, as determined and required by the Director of Public Services/Works or designee.

2. The following statement of restrictions shall be placed in the dedication instrument of the subdivision plat:

Floodway Easement Restriction: No construction shall be allowed within a floodway easement without the written approval of the City of Colleyville, and then only after detailed engineering plans and studies show that no flooding will result.

- E. Off-Site Drainage – The following provisions shall be applicable to off-site drainage of new subdivisions:

1. The developer shall accept and be responsible for all runoff from ~~fully developed property~~ properties upstream of the proposed development. The proposed improvements shall be designed for fully developed conditions.
2. Where a drainage study indicates that additional runoff from the developing property will overload downstream drainage facilities and result in hazardous conditions, the City may withhold approval of the development until appropriate provisions have been made. These provisions shall include any drainage design or construction plans necessary to accommodate the off-site drainage problem.

Section 9.16 Street Improvement Requirements

- A. General Requirement – The developer shall construct, at his expense, street facilities necessary for the proper development of the subdivision. The street system shall provide access to every lot in the subdivision and be designed and constructed in accordance with the criteria contained in this Land Development Code.
- B. Improvements to Existing Unimproved Streets and Utilities – This section is applicable to a proposed development situated adjacent to an existing street or municipal utility, which does not meet the standards contained in the Land Development Code. (O-06-1562 / 02-07-06)

1. *Improvements Required* – If a proposed subdivision is situated adjacent to an existing street or municipal utility, which does not meet the standards contained in this Land Development Code, the developer shall bear the cost for constructing the infrastructure improvements required by this Land Development Code in accordance with the General Infrastructure Policy contained elsewhere in the Land Development Code.

For the purpose of this regulation, the calculation used for estimating the reconstruction costs for an unimproved street shall include all street paving, curb and gutter, sidewalks, hike and bike trails, water and sewer utilities, and drainage improvements. The improvements shall be sized in accordance with the most recently approved Master Thoroughfare Plan or Capital Improvements Plan, which is applicable.

2. *Escrow* – The Administrative Official may recommend approval of a subdivision plat to the Approving Body conditioned upon the deposit in escrow of the estimated costs of the adjacent unimproved street and utility improvements in-lieu of the actual construction of said facilities. Any escrow, without interest, shall be applied against any assessment for improvements levied on such property, but shall not be deemed to release such property from liability for any future costs assessed which exceed the escrow.
3. *One and Two Lot Residential Subdivisions* – If a proposed residential subdivision contains only one or two lots and the developer does not own any contiguous property, in lieu of actual construction, the developer shall pay the applicable perimeter street costs in accordance with the General Infrastructure Policy contained elsewhere in this Land Development Code for the initial one hundred feet of street

frontage. The applicable perimeter street costs shall be reduced 0.2% per linear foot of frontage in excess of one hundred feet, not to exceed fifty percent of the applicable additional street frontage.

Exemption: A lot platted under this Section that contains an existing single-family dwelling at the time a subdivision plat application is filed with the City and the lot is situated within a zoning district that allows single-family residential uses, said lot shall have an automatic exemption from the perimeter street costs, provided that existing perimeter street facilities are sufficient to assure the safe, effective and orderly movement of traffic in and about the subdivision and utility services are adequate to serve the development. The following notation shall be placed on the plat: *"Any future divisions of these lots will require full compliance with the unimproved street requirements applicable at the time of any subsequent re-platting."*

Section 9.17 Street Design Criteria

- A. Street Functional Classification – All streets shall be designed in accordance with the functional classification shown on the most recent version of the Master Thoroughfare Plan and the following:

Functional Classification of Streets	
Street Classification	Functions - Uses
Local	Carries traffic from residential and commercial areas to collector streets and interconnects individual sites. Local streets carry light traffic volumes and trips are of a short duration.
Collector Major Minor	Carries traffic from local streets to arterial streets. Uses served would include medium and high density residential, limited commercial facilities, elementary schools, some small offices and as direct access within industrial parks. Collector streets also carry heavy traffic to major commercial and industrial facilities from arterial streets. Uses would include office parks, industrial parks, and community level commercial facilities.
Arterial Major Minor	The main function of an arterial is to carry traffic from one urban area to another. The arterial streets serve the major activity centers of urbanized areas. An arterial street is used for longer urban trips and carries a high portion of the total traffic with a minimum of mileage.

- B. Street Design

1. *In-General* – Streets shall be designed with due regard to topography, with due consideration of the abutting uses, and the anticipated destination of traffic and traffic volumes at full development of the neighborhood. Where necessary to prevent traffic congestion and to ease the movement of vehicles to and from principal traffic generators, additional right-of-way width or other special design shall be provided. Where topographical conditions make other treatment necessary to secure the best overall design, these standards may be modified by the Director of Public Works or designee, approving body.
2. *Street Continuity* – The street layout shall provide for the continuation of the collector street system as shown on the Master Thoroughfare Plan. Streets shall provide connection to streets in adjacent subdivisions, but local streets shall be designed so as to discourage use by through traffic and to require the minimum number of streets necessary for convenient and safe access to property.
3. *Curvilinear Streets Encouraged* - The subdivider-developer is encouraged to consider curvilinear, cul-de-sac, and loop street designs where such use would result in a more functional layout and not necessarily adhere to a rigid rectangular gridiron street pattern.
4. *Right-of-way Widths* – Every subdivision plat shall dedicate sufficient right-of-way to comply with the requirements of the Master Thoroughfare Plan. The right-of-way widths shall be designed for the intended use and anticipated traffic volume at optimum development of the area served. Additional right-of-way may be required at street intersections and to provide for left and right turn lanes at high-volume intersections.

5. **Cul-de-sac Lengths** – No street shall be designed as a permanent dead-end street, but shall be designed to incorporate a cul-de-sac which complies with this Section. (O-00-1261 / 12-19-00)
 - a. **Diameter** – A cul-de-sac street shall be provided at the closed end with a minimum property line right-of-way diameter of one hundred feet, and a pavement turn-around with a minimum outside diameter of eighty feet (80'). (O-00-1261 / 12-19-00)
 - b. **Length** – No cul-de-sac street shall exceed six hundred feet (600') in length, unless additional right-of-way width and additional pavement width are provided as required in this Section. Furthermore, no cul-de-sac street shall exceed the maximum length of one-thousand two hundred feet (1,200'). For purpose of this regulation, cul-de-sac length shall be measured along the centerline of the cul-de-sac from the intersecting street right-of-way line to the center point of the cul-de-sac. (O-00-1261 / 12-19-00)
 - c. **Width** – A cul-de-sac street shall have a minimum right-of-way width of fifty feet (50') and a minimum pavement width of thirty-one feet (31'), back-to-back of curb. However, a cul-de-sac street which exceeds six-hundred feet (600') in length shall have a minimum right-of-way width of fifty-six feet (56') and minimum pavement width of thirty-six feet (36'), back-to-back of curb. (O-00-1261 / 12-19-00)
 - d. **Maximum Number of Lots** – The maximum number of single-family lots served on a cul-de-sac street shall be as shown in the following table: (O-00-1261 / 12-19-00)

Maximum SF Residences Served on Cul-de-sac	
District	Max. Number of Lots Served
AG	5
RE	5
R-40	10
R-30	10
R-20	12
R-15	12
PUD-R	12

- e. **Temporary Turn-Around** – A temporary turn-around is required when a street is temporarily dead-ended and is longer than one-hundred and fifty (150) feet, as measured from the intersecting street right-of-way line. The temporary turn-around shall be within a temporary easement and constructed of asphalt or concrete. (O-00-1261 / 12-19-00)
6. **Temporary Dead-End Streets** - Temporary dead-end streets shall have provision for future extension of the street and utilities and, if a temporary cul-de-sac is utilized, a reversionary right to the land abutting the turnaround for excess right-of-way shall be provided.
7. **Stub-outs for Future Extensions** - Permanent dead-end roads shall not be allowed. The street layout shall be extended to the tract boundary to provide for future access into adjoining tracts to assure adequate neighborhood circulation, unless prevented by topography or other physical conditions, or unless, the Planning and Zoning Commission determines that the extension is neither necessary for future development of adjacent tracts. In general, these extensions should be not more than one thousand (1,000) feet apart.
8. **Pavement Required** - All street surfaces within or abutting the proposed subdivision shall be paved, with curbs and gutters installed, and constructed in accordance with the standards and specifications contained elsewhere in this Land Development Code.

9. *Frontage Access Road* - Where a subdivision abuts or contains an existing or proposed collector street or railroad right-of-way or abuts a commercial or industrial land use, the City may require a frontage street approximately parallel to and on each side of such right-of-way to separate through and local traffic, or reverse frontage with screen planting contained in a non-access reservation along the rear property line, deep lots with rear service alleys, or equivalent treatment as may be necessary for adequate protection of residential properties.
10. *Half Streets* - Half streets shall be prohibited, except where essential to the reasonable development of the subdivision in conformity with the other requirements of these regulations, and where the Planning and Zoning Commission finds it will be practicable to require the dedication of the other half when the adjoining land is subdivided, the other half of the street shall be platted within such tract.
11. *Number of Subdivision Entryways* – Every subdivision shall be designed to provide sufficient access into the development to accommodate anticipated traffic demands and to provide for emergency public services using the criteria contained in this Section. (O-01-1280 / 08-08-01)
 - a. Where a proposed subdivision, or cul-de-sac street, contains more than twelve (12) lots, the development shall provide for two entryways as follows:
 - i. The development shall provide one street entryway and one emergency access easement. The emergency access easement shall be located on an adjacent or opposite side of the subdivision from the main entryway. The widths of the right-of-way and driving surfaces of the street entryway and the emergency access easement shall be in accordance with the standards contained elsewhere in this Land Development Code, or
 - ii. The development shall provide two street entryways separated not less than one-hundred feet between the centerlines of the driving surfaces. The widths of the right-of-way and driving surfaces of the two entryways shall be in accordance with the standards contained elsewhere in this Land Development Code, or
 - iii. The development shall provide a divided entryway and one emergency access easement. The driving surfaces of the divided entryway shall be separated by a median not less than ten (10) feet in width and provide for one-way traffic. The widths of the right-of-way and driving surfaces of the divided entryway shall be in accordance with the standards contained elsewhere in this Land Development Code. The emergency access easement shall be located on an adjacent or opposite side of the subdivision from the main entryway and be constructed in accordance with the standards contained elsewhere in this Land Development Code.
 - b. If it is physically impractical or otherwise impossible to provide two entryways or to incorporate an emergency access easement into the development in accordance with the above stated requirements, the following alternative may be considered by the approving body:
 - i. A single pavement width of forty-one (41) feet shall be constructed. Said pavement shall extend back from the intersecting street right-of-way a minimum distance of one-hundred (100') feet. All residences within the subdivision shall contain automatic fire-sprinkler systems.
 - c. If it is physically impractical or otherwise impossible to comply with the above-stated requirements, an alternative design may be submitted to the City Council for consideration. The approving body may approve the alternate design if it finds that the above-state requirements can not be satisfied and that all efforts have been made by the developer to comply with said requirements.
12. *Reverse Curves* - Between reverse curves there shall be a tangent section of centerline not less than one hundred feet (100') long.

C. Intersections

1. Streets shall be laid out so as to intersect as nearly as possible at right angles. A proposed intersection of two (2) new streets at an angle of less than seventy-five (75) degrees shall not be acceptable.
 2. Proposed new intersections along one side of an existing street shall, wherever practicable, coincide with any existing intersections on the opposite side of such street. Not more than two (2) streets shall intersect at any one point unless specifically approved by the City.
 3. Street jogs with centerline offsets of less than one hundred thirty-five (135) feet shall not be permitted.
 4. Local streets intersecting a collector street or larger shall have a tangent section of centerline at least fifty (50) feet in length measured from the right-of-way line of the collector street; however, no such tangent is required when the minor street curve has a centerline radius greater than four hundred (400) feet with the center located on the collector street right-of-way line.
 5. At local street intersections, the property line corner shall be rounded by an arc having a radius of twelve (12) feet. This radius shall be increased when the smallest angle of intersection is less than eighty (80) degrees. At intersections of streets with major and collector streets the property line corners shall be rounded by an arc having a radius of twenty-five (25) feet. The ~~approving body~~Director of Public Works or designee may ~~submit~~approve comparable cut-offs or cords in place of rounded corners.
 6. Where practical, spacing of intersections along collector streets shall be at least 500 feet apart.
- D. Easements – Easements for drainage and utility construction, service, and maintenance shall be provided in locations approved by the City and affected utilities according to the following standards:
1. Easement for the use of public utilities of not less than seven and one-half (7.5') feet in width shall be provided on each lot and extend along the entire length of the rear property line. Easements shall connect with easements already established on adjoining properties or extend to connect with a public right-of-way. No lot shall be shown with an easement which prevents proper development and full utilization of the lot as a suitable building site for the intended zoning district.
 2. For lots of more than two hundred (200) feet deep, the utility easement shall be not less than sixteen (16) feet wide.
 3. The width of any drainage easement shall be determined by the ~~City Engineer~~Director of Public Works or designee or in accordance with the need for drainage improvements established by any drainage study.
 4. All utility easements shall be dedicated as utility and/or drainage easements.
 5. When an easement is granted for public purposes as a separate instrument, the following statement of restrictions shall be placed in dedication instrument:

Utility Easements

Any public utility, including the City of Colleyville, shall have the right to move and keep moved all or part of any building, fences, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the easements shown on the plat; and any public utility, including the City of Colleyville, shall have the right at all times of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

- E. Easements Adjacent to State Highways – When a proposed water or sewer line or drainage facility will be placed adjacent to a public road maintained by the Texas Department of Transportation, a separate specific use easement shall be provided for each utility or drainage facility.

- F. Emergency Access Easements – Emergency access easements shall have a clear unobstructed width to accommodate a pavement section of not less than twenty-four (24) feet in width. The emergency access easement shall connect at each end to a dedicated public street or shall have a suitable size turnaround at the dead-end, and appropriate turning space at inside corners to permit free movement of emergency vehicles. An emergency access easement may be used as a driveway to gain access to parking or loading spaces, but shall not be used for parking. All emergency access gates shall provide for an opening of not less than twenty four (24) feet wide by fourteen (14) feet in height and include a locking and opening mechanism acceptable to the Fire Department. (03-20-07 / O-07-1613)
- G. Alleys – Alleys shall be provided in commercial and industrial districts and at the rear of multifamily residential building sites for adequate circulation. Where approved by the Fire Marshal, an emergency access easement not less than twenty-four feet (24') in width shall be provided for emergency vehicle access in lieu of any alley. Alleys should intersect streets at right angles or radially to curved streets where sharp changes in alignment cannot be avoided. Property line corners shall be cut off fifteen feet (15') on each side to permit safe vehicular movement. Dead-end alleys shall be prohibited except where prior development of land adjoining the subdivision permits no other reasonable design; under such circumstances alleys shall be provided with turnaround or back-around facilities at the dead-end adequate to permit clear maneuvering of sanitation trucks, utility service vehicles and emergency vehicles. Alleys shall be not less than the following widths:
1. Twenty feet (20') where residential building sites are provided on both sides;
 2. Twenty-two feet (22') wherever residential development abuts commercial or industrial areas;
 3. Twenty-four feet (24') where commercial or industrial development abuts on both sides.
- H. Mutual Access Easements (O-02-1336 / 04-16-02)
1. *Purpose* – The purpose of this requirement is to provide public access to adjacent properties by reducing the number of driveway cuts and potential traffic accidents on adjacent streets.
 2. *Applicability* – This Section shall be applicable to properties abutting and that may derive access from a Collector Street or Arterial Street as shown on the Master Thoroughfare Plan.
 3. *Requirement* – The City shall require the dedication of a mutual access easement to provide cross access to adjacent properties or shared use of a driveway to conform with the minimum driveway standards contained in Chapter 14 of this Land Development Code.
 4. *Easement Dimensions* – Easements for shared driveways shall be 16 feet in width and 35 feet in length, but may vary given the shape of the particular tract. Easements extending across the entire width of the property shall not be less than 24 feet in width.

Section 9.18 Traffic Impact Analysis

When a proposed subdivision plat is estimated to generate more than 1,000 vehicle trips per day, a traffic impact analysis shall be required with the earliest submittal of a plat application. The traffic impact analysis shall be prepared in accordance with the requirements of the Director of Public ~~Services~~ *Works or designee*. The purpose of the traffic impact analysis is to determine the need for traffic mitigation measures which may include, but are not limited to, dedication of additional right-of-way, construction of turning lanes, or construction of traffic control facilities. This requirement may be waived when a traffic impact analysis was submitted at the time the current zoning was adopted and the traffic impact analysis is less than one year old. Any mitigating measures required shall be the responsibility of the developer, unless a cost-sharing agreement is approved by the City.

Section 9.19 Sidewalks

A. ~~A.~~ General Sidewalk Requirement

1. ~~Sidewalks shall be constructed prior to completion of any primary structure for all lots that: (1) front on streets required to have sidewalks as shown on the City's Supplemental Sidewalk System Map, are required as part of a Planned Unit Development or Special use Permit; or; (2) are required as part of a Planned Unit Development or Special use Permit front on a new street dedicated in conjunction with a subdivision plan; or, (3) front on an existing City Street. new street dedicated in conjunction with a subdivision plat. Other than properties zoned as Planned Unit Developments or containing Special Use Permits with specific sidewalk provisions, any variance to the sidewalk construction requirements described above shall be considered by the Planning and Zoning Commission. The decision of the Planning and Zoning Commission shall be considered to be final. Other than properties zoned as Planned Unit Developments or containing special Use Permits with specific sidewalk provisions, sidewalks shall be required to be constructed prior to the final inspection. Any variance to the sidewalk construction requirements described above shall be considered by the City Council.~~
2. The sidewalks shall be constructed adjacent to and within the public street right-of-way and include curb ramps where applicable. Where no public right-of-way exists, the sidewalk shall be located within a public access easement that provides accommodation of the future street right-of-way dedication. When a subdivision is proposed with a masonry or other permanent perimeter screening wall adjacent to a street, the sidewalk shall be constructed by the developer at the same time as the -screening wall. All sidewalks shall conform to the standards and specifications contained in this Land Development Code.
3. ~~When circumstances exist wherein it is not practical to construct a sidewalk, the developer maybe afforded the opportunity to escrow funds in an amount sufficient to pay for the construction of a sidewalk at some future date.~~
- ~~4. The issuance of a building permit is contingent on the written commitment of the applicant to construct a sidewalk or pay the required escrow amount.~~

- B. **Trails System Sidewalks** – When a proposed sidewalk coincides with the general location of a future sidewalk shown in the most recently approved Colleyville Trails System Plan, the sidewalk shall be constructed in accordance with the design standards for a trails system sidewalk. The standards and specifications for a trails system sidewalk are contained elsewhere in this Land Development Code. The developer shall be required to provide additional street right-of-way dedication or a public access easement of sufficient width to accommodate the trails system sidewalk. Where the trails system sidewalk will be located at the rear or to the side of a lot, such as within a green-belt or similar open space, the developer shall provide sufficient right-of-way or public access easement to accommodate the sidewalk.

Section 9.20 Street Lighting

- A. **General Requirements** – The developer shall be required to install, at no cost to the City, a street lighting system at all street intersections, at the end of all cul-de-sac streets, and at additional locations in accordance with the criteria contained elsewhere in *Chapter 14 – Engineering Design Standards* of this Land Development Code. ~~All City Lighting shall be consistent with standard light pole ONCOR Texas Style Pole D with Luminaire F with a Finial Band. Any variance from this standard requires written approval from the Director of Public Works or designee.~~

Section 9.21 Amendments to This Chapter

Ord. Number	Date	Subject
O-00-1261	12/19/00	Cul-de sac street lengths
O-00-1261	12/19/00	Lot Drainage and Grading
O-00-1261	12/19/00	Fire Hydrants
O-00-1261	12/19/00	Divided Entryways

Colleyville, Texas, Land Development Code

O-00-1280	08/08/01	Number of Subdivision Entryways
O-00-1214	12/18/01	Existing Unimproved Street Requirements
O-02-1336	04/16/02	Mutual Access Easements
O-06-1562	02/07/06	General Infrastructure Policy
O-07-1613	03/20/07	Emergency Access Gates
O-09-1712	03/03/09	Amendment to sidewalk regulations – Sections 9.12 and 9.19
O-12-1860	01/08/13	Amendment to sidewalk regulations adding appeal process to the City Council from the P&Z
<u>O-14-1907</u>	<u>02/18/14</u>	<u>Amendment to Sidewalk Regulations & General Update</u>

ORDINANCE O-14-1907

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING CHAPTER 9-SUBDIVISION DESIGN AND PUBLIC FACILITIES OF THE LAND DEVELOPMENT CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Colleyville approved Ordinance O-00-1214 on April 18, 2000, adopting the Land Development Code; and

WHEREAS, the City Council approved Ordinance O-09-1712 on March 3, 2009 amending the sidewalk construction, escrow, and waiver provisions in Chapter 9; and

WHEREAS, the City Council approved Ordinance O-12-1860 on January 8, 2013 amending the sidewalk construction, escrow, and waiver provisions in Chapter 9; and

WHEREAS, the City Council desires to further amend the policy and procedures regarding sidewalks; and

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Colleyville at least 10 days before such hearing.

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

Sec. 1. THAT *Chapter 9-Subdivision Design and Public Facilities* of the Land Development Code, is hereby amended in its entirety to read as depicted in the attached Exhibit "A".

Sec. 2. 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. 3. 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. 4. 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. 5. 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 2014.

The second reading and public hearing being conducted on the 18th day of February 2014.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the _____ day of _____ 2014.

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"

Colleyville, Texas, Land Development Code

Chapter 9 Subdivision Design & Public Facilities

Rev. 02/18/2014

Section 9.1 Purpose of This Chapter

The purpose of this Chapter is to establish design guidelines necessary for proper layout of a subdivision and to establish the public improvement requirements for the development of a subdivision, but more specifically to:

1. ensure that public facilities and services are available to all subdivisions in the City; and
2. establish reasonable standards of design for public facilities.

Section 9.2 Authorization for Adoption of This Chapter

The regulations contained in this Chapter have been adopted under the following authority:

1. *Chapter 212 – Municipal Regulation of Subdivisions and Property Development of the Texas Local Government Code*, which authorizes a municipality to adopt rules governing plats and subdivisions of land within the municipality's jurisdiction.
2. *Chapter 51 – General Powers of Municipalities of the Texas Local Government Code*, which authorizes a municipality to adopt ordinances, rules, or police regulations that are for the good government, peace, or the trade and commerce of the municipality.
3. *The Home Rule Charter of the City of Colleyville*, which authorizes the City Council to exercise all powers granted to municipalities by the Constitution or the laws of the State of Texas.

Section 9.3 Variances and Appeals

Any person seeking approval of a development as required by this Land Development Code may request a waiver from a requirement contained in this Chapter, or appeal a decision of an Administrative Official by submitting a request using the procedures described in *Chapter 1 – General Provisions* of this Land Development Code.

Section 9.4 Definitions

Definitions applicable to this Chapter may be found in *Chapter 2 – Definitions* of this Land Development Code.

Section 9.5 Subdivision Design Guidelines

Every subdivision plat shall be reviewed for conformance with the design guidelines contained in this Land Development Code. The City recognizes that suitability characteristics vary from site to site and when approving a subdivision plat the following guidelines shall be used for interpretation, application and enforcement of the design guidelines contained in this Land Development Code:

1. It is the intention of these subdivision design guidelines to encourage new and creative ways to develop subdivisions. Developers and city officials are encouraged to utilize new and innovative ways to improve safety, economy, tax yield, maintenance cost, response time, drainage, vehicular access, and pedestrian passage.

Exhibit "A"

Colleyville, Texas, Land Development Code

2. Whenever a developer can demonstrate an alternative method of meeting the requirements of this Land Development Code, it shall be incumbent upon the city staff, the Planning and Zoning Commission, and the City Council to review the proposed variations and approve, approve with modifications, or disapprove the proposed alternatives as appropriate for the conditions.

Section 9.6 Blocks

- A. General Design – Blocks should have sufficient depth to provide for two (2) tiers of lots of appropriate depths, except that blocks adjacent to major streets, railroads or waterways shall have only one tier of lots.
- B. Block Lengths & Widths – Residential and industrial blocks generally shall be no longer than sixteen hundred (1,600) feet and business blocks no longer than one thousand (1,000) feet. Where long blocks in the vicinity of a school, park or shopping center are proposed, the City Council may require a public walkway near the middle of long blocks or opposite a street that terminates between the streets at the ends of the block.

Section 9.7 Lots

- A. Lot Arrangement – Lots shall be arranged to provide access to lots from approved streets and to avoid foreseeable difficulties due to topography and natural physical features inherent to the property.
- B. Lot Area and Dimensions – Lot area and dimensions shall be consistent with the minimum requirements of the applicable zoning district and the following:
 1. *Special Lot Width Requirement* - The width between side lot lines at their foremost points (where they intersect with the street line) shall not be less than eighty (80) percent of the required lot width. In the case of lots on the turning circle of a cul-de-sac, the width may be less than eighty (80) percent of the required lot width.
 2. The City may approve a plat which contains a lot that does not meet the minimum requirements when special conditions exist.
- C. Frontage on Public Access Required – All lots shall have frontage on a public street, except a non-residential lot may be approved when the proposed public access has been determined by City to be adequate to meet the intent of this requirement. The lot line common to the street right-of-way line shall be the front line; except that a lot may have more than one lot line common to a street right-of-way line.
- D. Access from Major Thoroughfares
 1. Residential Lots - No residential lot shall front on or derive access directly from an existing or proposed collector street, or larger, as shown on the Master Thoroughfare Plan, except where the proposed subdivision meets all the following criteria:
 - a. Where the only street frontage which may be provided to the residential lot is from a collector street due to the shape, topography, or other physical condition of the property;
 - b. The Director of Public Works or designee has provided favorable recommendation; and
 - c. Where the residential lot is designed and dimensioned to permit loop driveways or on-site turnaround facilities so that vehicles head into the collector street.
 2. Non-residential Lots – Non-residential lots which have frontage onto or derive access directly from an existing or proposed collector street, or larger, as shown on the Master Thoroughfare Plan, shall have driveway locations which *comply with the spacing requirements established elsewhere in Chapter 14 – Engineering Design Standards* of this Land Development Code.

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- E. Buildable Area – Every lot shall contain a buildable area that is adequate in size for the proposed development. The buildable area shall be situated out of the 100 year flood plain.
- F. Flag Lots Prohibited – It is the policy of the City to prohibit the creation of flag lots unnecessarily, and to discourage the creation of any lot which, by virtue of its relatively great depth in relation to its width, is likely to facilitate future requests for re-subdivision to create a flag lot.
- G. Building Lines – Front building lines shall be shown on all lots in the subdivision. Building lines shall be shown along each street-facing of corner lots and through-lots. The building line shall be consistent with the requirements of the applicable zoning district, however, the City may approve a building line which differs from the zoning requirements when special conditions exist.
- H. Side Lot Lines – Where possible, all side lot lines shall be at right angles to straight street lines and radial to curved street lines.
- I. Lot Drainage and Grading
 - 1. Grading and drainage of all lots shall be designed in a manner which will allow one lot to drain across an adjacent lot and into a permanent structure, such as a concrete flume, lined channel, or proper inlet to an adequate drainage facility, or to a street right-of-way. If an approved drainage structure is not present, it will be required of the developer to construct the necessary facilities. (O-00-1261 / 12-19-00)
 - 2. Sheet flow techniques shall be used for lot to lot drainage where possible. (O-00-1261 / 12-19-00)
 - 3. Single lots shall accommodate their own drainage into an approved structure where topographic elevations allow this to occur. (O-00-1261 / 12-19-00)
 - 4. For lots that an approved engineered grading plan does not exist, the developer of the site shall submit a grading plan prepared by a licensed Professional Engineer.

Section 9.8 Waterbodies and Water Courses

If a tract being subdivided contains a water body, or portion thereof, lot lines shall be drawn so as to distribute the entire ownership of the water body among the adjacent lots. The City may approve an alternate plan provided the ownership of and responsibility for maintenance of the water body is so placed that it will not become a City responsibility. Where a watercourse separates the buildable area of a lot from the street by which it has access, provision shall be made for installation of a culvert or other structure, of design approved by the City. Any lot which includes a water body and contains a building site, shall contain a buildable area that is not less than the minimum buildable area for the applicable zoning district.

Section 9.9 Street Names

The developer shall submit all existing and proposed street names on any proposed subdivision plat. New street names shall be sufficiently different in sound and in spelling from other road names in the city so as to not cause confusion to the general public or for emergency response. A road which is, or planned, as a continuation of an existing road shall bear the same name.

Section 9.10 Reserve Strips and Common Areas

The creation of reserve strips shall not be permitted adjacent to a proposed street or to adjacent property in such a manner as to deny access from adjacent property to the street. No common areas shall be allowed in a subdivision except where notation has been placed on the plat to prohibit development on the common area.

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Section 9.11 Double Frontage Lots

Double frontage and reversed frontage lots shall be avoided except where necessary to provide separation of residential development from a collector street or to overcome specific disadvantages of topography and orientation. The City may require that a notation be placed on the plat to limit the facing of main structures or to limit driveway access from a collector street.

Section 9.12 General Infrastructure Policy

(03-03-09 / O-09-1712)

- A. General Requirement – The developer of a subdivision shall install all water, sewer, street, sidewalk and drainage improvements, and any other facilities required by this Land Development Code, which are necessary for the proper development of the subdivision. The design, construction and inspection of any public facilities shall be a cost to the developer, unless the City has entered into an agreement for cost sharing. All such facilities shall be designed and constructed in accordance with the criteria contained in this Land Development Code and be in conformance with the general layout of the City of Colleyville Master Land Use Plan and Capital Improvements Plan. The public facility requirement of this section shall be applicable to the upgrading of any existing facilities which do not meet current standards.
- B. Apportionment of Infrastructure Costs – As a condition of the approval of a development, the developer's portion of the costs may not exceed the amount required for infrastructure improvements that are roughly proportionate to the projected impact of the proposed development, as determined by a professional engineer, licensed in the State of Texas, and who is retained by the City of Colleyville.
 - 1. In making the rough proportionality determination, consideration shall be given to the availability of adequate and minimum levels of public facilities and accessibility to the site for delivery of emergency services.
 - 2. The professional engineer making the proportionality determination may rely on categorical findings from comparable public improvement projects for establishing a cost basis. The basis used for determining estimated costs shall be revised annually on July 1 by the Colleyville Engineering Department.
 - 3. A developer who disputes the determination by said professional engineer may appeal to the City Council and present testimony and evidence in support of the appeal. The appeal shall be written and filed with the City Secretary within ten (10) days after the date action taken by the Planning and Zoning Commission on the development proposal. The developer shall not be required to waive the right to appeal as a condition of approval of the development project.
- C. Optional Escrow Provision – Where, in the opinion of the City, construction of a required public improvement should be deferred to a future date, the developer shall place in escrow with the City, an amount equal to the estimated cost of the improvements, as determined by the the Director of Public Works or designee. The Planning and Zoning Commission or City Council may consider an alternate arrangement when appropriate. Any escrow related to the construction of sidewalks shall adhere to the requirements set forth in Section F.
- D. City Participation in Over-Sizing – Where over-sizing of a public improvement is required by the Comprehensive Master Plan, Thoroughfare Plan, Water or Sewer Capital Improvements Plan or other planning document adopted by the City, City participation shall be in accordance with the provisions of any applicable Impact Fee Ordinance or City-Developer Agreement, which has been approved by the City Council.
- E. Public Easements – All public improvements shall be constructed within easements or rights-of-way that have been dedicated for public use. The width of an easement or right-of-way shall be in accordance with the specifications contained elsewhere in this Land Development Code.
- F. Escrow Policy for Sidewalks

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1. Request for Escrow

Whenever these regulations require a property owner to construct a sidewalk for a dwelling unit, the property owner may petition the City for deposit of an escrowed amount, as established in this Section, in lieu of the required construction of a sidewalk. The Director of Public Works or designee shall determine whether the escrow is reasonable in lieu of the obligation to construct the improvement. If an escrow request is denied, then the applicant may appeal that denial to the City Council if a written request for appeal is received by the Director of Public Works or designee within ten (10) days of the denial.

2. Deposit with the City

Whenever the City agrees to accept escrow deposits in lieu of construction by the owner of the property under these regulations, the property owner or developer shall deposit an amount equal to his share of the costs of design and construction in escrow with the City. This amount shall be paid prior to release of construction plans by the Director of Public Works. The obligations and responsibilities of the property owner shall become those of the property owner's transferees, heirs, successors, and assigns; and the liability therefore shall be joint and several.

3. Determination of Escrow Amount

The amount of the escrow shall be determined by using the average of the comparable bids awarded by the City in the preceding six (6) months for sidewalk design and construction or, if none exist, then current market value of the design and construction of a sidewalk in the City, to be determined by the Director of Public Works. The determination shall be based on reasonable current market value made as of the time the escrow is due.

4. Use of Escrow Funds

Six (6) Sidewalk Districts are hereby established throughout the City. These districts shall share the same boundaries as the six (6) neighborhoods depicted on the Neighborhood Boundary Map in the 2004 – 2025 Colleyville Plan. The Sidewalk Districts are established so that sidewalk escrow funds will be expended within sufficient proximity to the dwelling unit that deposited the sidewalk escrow fee so as to reasonably benefit that dwelling unit. Funds escrowed pursuant to this Land Development Code shall be expended on design and construction of sidewalks located at any place within the same Sidewalk District as the dwelling unit depositing the sidewalk escrow fee.

5. Existing Escrow Funds

- i. All funds currently escrowed in lieu of sidewalk construction before the effective date of this Ordinance are subject to expenditure under this Ordinance unless a written objection is filed, by the owner of the lot for which the funds are escrowed, with the Director of Community Development within thirty (30) days after notice of this Ordinance is received. Notice of this Ordinance shall be sent to the current owner of the lot for which the funds are escrowed at the address listed in the most recent tax rolls of the City. If the person receiving notice under this subsection is not the current owner, then they must immediately notify the City of the person who purchased the property and provide the City with the address of that person.
- ii. If an objection is filed pursuant to the previous subsection, the Director of Community Development shall decide, within thirty (30) days, if the circumstances involving the particular lot and surrounding Sidewalk District reasonably require a return of the escrowed funds. The owner of the lot may appeal the decision of the Director of Community Development by filing a written objection, explaining the owner's argument and requesting for a hearing before the City Council, with the City Secretary not later than ten (10) days after the Director of Community Development's decision. After hearing the lot owner's objections, City Council may either refund the escrowed money or deny the refund and order the funds to be used for future sidewalk construction on that lot or in that sidewalk district.

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- iii. This Ordinance shall apply to any and all funds paid into the sidewalk escrow fund in lieu of sidewalk construction after the effective date of this Ordinance.

Section 9.13 Water System Requirements

- A. Water Lines – The developer of a subdivision shall be required to install, at no cost to the City, a water distribution system adequate for domestic supply and for fire protection needs which serves each lot. The water system shall be connected to the municipal water system and be designed, sized and constructed in accordance with the city design standards and specifications contained in this Land Development Code.
- B. Fire Hydrants – The developer of a subdivision shall be required to install, at no cost to the City, a sufficient number of fire hydrants to provide fire protection to every lot in the subdivision. All structures in residential areas shall have fire hydrants within 500 feet and a 600-foot hose-lay. All structures in commercial areas shall have fire hydrants within 300 feet and a 500-foot hose-lay. The design and construction of the fire hydrant system shall be in accordance with the city design standards and specifications contained in this Land Development Code. The layout of the fire hydrant coverage shall be approved by the Fire Marshal and be in accordance with the standards of the Texas State Board of Insurance requirements. (O-00-1261 / 12-19-00)

Section 9.14 Sewage System Requirements

- A. Sewage Collection Lines – The developer of a subdivision shall be required to install, at no cost to the City, a sewage collection system adequate which shall serve each lot. The sewage collection system shall be connected to the municipal sewage system and be designed, sized and constructed in accordance with the city design standards and specifications contained in this Land Development Code.
- B. Private Sewage Treatment Systems – Private sewage treatments systems, including septic tanks, shall be prohibited except where approved by the Director of Public Works or designee and the Tarrant County Health Department.

Section 9.15 Storm Water Facility Requirements

- A. Drainage Improvement Requirements – The developer shall provide for the design of storm water management in the proposed subdivision and shall be required to furnish, install, construct, or extend, at his own expense, all storm sewers and drainage structure facilities necessary for the proper development of the subdivision. Storm water facilities shall conform to the storm water drainage master plan and shall be designed in accordance with the design standards and specifications contained in this Land Development Code. Alternate earthen channels may be approved when in accordance with the criteria established in *Chapter 14 – Engineering Design Standards*.
- B. Drainage Easements – All public drainage facilities shall be constructed within a public drainage easement or drainage right-of-way as required by the City. The following statement of restriction shall be placed in the dedication instrument of the subdivision plat:

Drainage Easement Restriction: No construction or filling, without the written approval of the City of Colleyville shall be allowed within a drainage easement, and then only after detailed engineering plans and studies show that no flooding will result, that no obstruction to the natural flow of water will result, and subject to all owners of the property affected by such construction becoming a party to the request. Where construction is permitted, all finished floor elevations shall be a minimum of two feet above the 100-year flood elevation.

- C. Development of Flood Plain – Land within the 100-year flood plain shall be subject to the Colleyville Flood Plain Ordinance. Any land which in the natural state is subject to a 100-year flood or which cannot be properly drained shall not be subdivided, re-subdivided, or developed until receipt of evidence that the

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construction of specific improvements proposed by the developer can be expected to yield a usable building site. Thereafter, the Planning and Zoning Commission may recommend approval of the plat. However, construction upon such land shall be prohibited until the specific improvements have been planned and construction completed.

D. Floodway Easements

1. Floodway easements shall be provided along natural drainage-ways and lakes reservations. Floodway easements shall encompass all areas beneath the water surface elevation of the base flood, plus such additional width as may be required to provide ingress and egress to allow maintenance of the banks and for the protection of adjacent property, as determined and required by the Director of Public Works or designee.
2. The following statement of restrictions shall be placed in the dedication instrument of the subdivision plat:

Floodway Easement Restriction: No construction shall be allowed within a floodway easement without the written approval of the City of Colleyville, and then only after detailed engineering plans and studies show that no flooding will result.

E. Off-Site Drainage – The following provisions shall be applicable to off-site drainage of new subdivisions:

1. The developer shall accept and be responsible for all runoff from properties upstream of the proposed development. The proposed improvements shall be designed for fully developed conditions.
2. Where a drainage study indicates that additional runoff from the developing property will overload downstream drainage facilities and result in hazardous conditions, the City may withhold approval of the development until appropriate provisions have been made. These provisions shall include any drainage design or construction plans necessary to accommodate the off-site drainage problem.

Section 9.16 Street Improvement Requirements

- A. General Requirement – The developer shall construct, at his expense, street facilities necessary for the proper development of the subdivision. The street system shall provide access to every lot in the subdivision and be designed and constructed in accordance with the criteria contained in this Land Development Code.
- B. Improvements to Existing Unimproved Streets and Utilities – This section is applicable to a proposed development situated adjacent to an existing street or municipal utility, which does not meet the standards contained in the Land Development Code. (O-06-1562 / 02-07-06)

1. *Improvements Required* – If a proposed subdivision is situated adjacent to an existing street or municipal utility, which does not meet the standards contained in this Land Development Code, the developer shall bear the cost for constructing the infrastructure improvements required by this Land Development Code in accordance with the General Infrastructure Policy contained elsewhere in the Land Development Code.

For the purpose of this regulation, the calculation used for estimating the reconstruction costs for an unimproved street shall include all street paving, curb and gutter, sidewalks, hike and bike trails, water and sewer utilities, and drainage improvements. The improvements shall be sized in accordance with the most recently approved Master Thoroughfare Plan or Capital Improvements Plan, which is applicable.

2. *Escrow* – The Administrative Official may recommend approval of a subdivision plat to the Approving Body conditioned upon the deposit in escrow of the estimated costs of the adjacent unimproved street

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and utility improvements in-lieu of the actual construction of said facilities. Any escrow, without interest, shall be applied against any assessment for improvements levied on such property, but shall not be deemed to release such property from liability for any future costs assessed which exceed the escrow.

3. *One and Two Lot Residential Subdivisions* – If a proposed residential subdivision contains only one or two lots and the developer does not own any contiguous property, in lieu of actual construction, the developer shall pay the applicable perimeter street costs in accordance with the General Infrastructure Policy contained elsewhere in this Land Development Code for the initial one hundred feet of street frontage. The applicable perimeter street costs shall be reduced 0.2% per linear foot of frontage in excess of one hundred feet, not to exceed fifty percent of the applicable additional street frontage.

Exemption: A lot platted under this Section that contains an existing single-family dwelling at the time a subdivision plat application is filed with the City and the lot is situated within a zoning district that allows single-family residential uses, said lot shall have an automatic exemption from the perimeter street costs, provided that existing perimeter street facilities are sufficient to assure the safe, effective and orderly movement of traffic in and about the subdivision and utility services are adequate to serve the development. The following notation shall be placed on the plat: *“Any future divisions of these lots will require full compliance with the unimproved street requirements applicable at the time of any subsequent re-platting.”*

Section 9.17 Street Design Criteria

- A. Street Functional Classification – All streets shall be designed in accordance with the functional classification shown on the most recent version of the Master Thoroughfare Plan and the following:

Functional Classification of Streets	
Street Classification	Functions - Uses
Local	Carries traffic from residential and commercial areas to collector streets and interconnects individual sites. Local streets carry light traffic volumes and trips are of a short duration.
Collector Major Minor	Carries traffic from local streets to arterial streets. Uses served would include medium and high density residential, limited commercial facilities, elementary schools, some small offices and as direct access within industrial parks. Collector streets also carry heavy traffic to major commercial and industrial facilities from arterial streets. Uses would include office parks, industrial parks, and community level commercial facilities.
Arterial Major Minor	The main function of an arterial is to carry traffic from one urban area to another. The arterial streets serve the major activity centers of urbanized areas. An arterial street is used for longer urban trips and carries a high portion of the total traffic with a minimum of mileage.

- B. Street Design

1. *In-General* – Streets shall be designed with due regard to topography, with due consideration of the abutting uses, and the anticipated destination of traffic and traffic volumes at full development of the neighborhood. Where necessary to prevent traffic congestion and to ease the movement of vehicles to and from principal traffic generators, additional right-of-way width or other special design shall be provided. Where topographical conditions make other treatment necessary to secure the best overall design, these standards may be modified by the Director of Public Works or designee..
2. *Street Continuity* – The street layout shall provide for the continuation of the collector street system as shown on the Master Thoroughfare Plan. Streets shall provide connection to streets in adjacent subdivisions, but local streets shall be designed so as to discourage use by through traffic and to require the minimum number of streets necessary for convenient and safe access to property.

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3. *Curvilinear Streets Encouraged* - The developer is encouraged to consider curvilinear, cul-de-sac, and loop street designs where such use would result in a more functional layout and not necessarily adhere to a rigid rectangular street pattern.
4. *Right-of-way Widths* – Every subdivision plat shall dedicate sufficient right-of-way to comply with the requirements of the Master Thoroughfare Plan. The right-of-way widths shall be designed for the intended use and anticipated traffic volume at optimum development of the area served. Additional right-of-way may be required at street intersections and to provide for left and right turn lanes at high-volume intersections.
5. *Cul-de-sac Lengths* – No street shall be designed as a permanent dead-end street, but shall be designed to incorporate a cul-de-sac which complies with this Section. (O-00-1261 / 12-19-00)
 - a. *Diameter* – A cul-de-sac street shall be provided at the closed end with a minimum property line right-of-way diameter of one hundred feet, and a pavement turn-around with a minimum outside diameter of eighty feet (80'). (O-00-1261 / 12-19-00)
 - b. *Length* – No cul-de-sac street shall exceed six hundred feet (600') in length, unless additional right-of-way width and additional pavement width are provided as required in this Section. Furthermore, no cul-de-sac street shall exceed the maximum length of one-thousand two hundred feet (1,200'). For purpose of this regulation, cul-de-sac length shall be measured along the centerline of the cul-de-sac from the intersecting street right-of-way line to the center point of the cul-de-sac. (O-00-1261 / 12-19-00)
 - c. *Width* – A cul-de-sac street shall have a minimum right-of-way width of fifty feet (50') and a minimum pavement width of thirty-one feet (31'), back-to-back of curb. However, a cul-de-sac street which exceeds six-hundred feet (600') in length shall have a minimum right-of-way width of fifty-six feet (56') and minimum pavement width of thirty-six feet (36'), back-to-back of curb. (O-00-1261 / 12-19-00)
 - d. *Maximum Number of Lots* – The maximum number of single-family lots served on a cul-de-sac street shall be as shown in the following table: (O-00-1261 / 12-19-00)

Maximum SF Residences Served on Cul-de-sac	
District	Max. Number of Lots Served
AG	5
RE	5
R-40	10
R-30	10
R-20	12
R-15	12
PUD-R	12

- e. *Temporary Turn-Around* – A temporary turn-around is required when a street is temporarily dead-ended and is longer than one-hundred and fifty (150) feet, as measured from the intersecting street right-of-way line. The temporary turn-around shall be within a temporary easement and constructed of asphalt or concrete. (O-00-1261 / 12-19-00)
6. *Temporary Dead-End Streets* - Temporary dead-end streets shall have provision for future extension of the street and utilities and, if a temporary cul-de-sac is utilized, a reversionary right to the land abutting the turnaround for excess right-of-way shall be provided.
7. *Stub-outs for Future Extensions* - Permanent dead-end roads shall not be allowed. The street layout shall be extended to the tract boundary to provide for future access into adjoining tracts to assure adequate neighborhood circulation, unless prevented by topography or other physical conditions, or unless, the Planning and Zoning Commission determines that the extension is neither necessary for

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future development of adjacent tracts. In general, these extensions should be not more than one thousand (1,000) feet apart.

8. *Pavement Required* - All street surfaces within or abutting the proposed subdivision shall be paved, with curbs and gutters installed, and constructed in accordance with the standards and specifications contained elsewhere in this Land Development Code.
9. *Frontage Access Road* - Where a subdivision abuts or contains an existing or proposed collector street or railroad right-of-way or abuts a commercial or industrial land use, the City may require a frontage street approximately parallel to and on each side of such right-of-way to separate through and local traffic, or reverse frontage with screen planting contained in a non-access reservation along the rear property line, deep lots with rear service alleys, or equivalent treatment as may be necessary for adequate protection of residential properties.
10. *Half Streets* - Half streets shall be prohibited, except where essential to the reasonable development of the subdivision in conformity with the other requirements of these regulations, and where the Planning and Zoning Commission finds it will be practicable to require the dedication of the other half when the adjoining land is subdivided, the other half of the street shall be platted within such tract.
11. *Number of Subdivision Entryways* – Every subdivision shall be designed to provide sufficient access into the development to accommodate anticipated traffic demands and to provide for emergency public services using the criteria contained in this Section. (O-01-1280 / 08-08-01)
 - a. Where a proposed subdivision, or cul-de-sac street, contains more than twelve (12) lots, the development shall provide for two entryways as follows:
 - i. The development shall provide one street entryway and one emergency access easement. The emergency access easement shall be located on an adjacent or opposite side of the subdivision from the main entryway. The widths of the right-of-way and driving surfaces of the street entryway and the emergency access easement shall be in accordance with the standards contained elsewhere in this Land Development Code, or
 - ii. The development shall provide two street entryways separated not less than one-hundred feet between the centerlines of the driving surfaces. The widths of the right-of-way and driving surfaces of the two entryways shall be in accordance with the standards contained elsewhere in this Land Development Code, or
 - iii. The development shall provide a divided entryway and one emergency access easement. The driving surfaces of the divided entryway shall be separated by a median not less than ten (10) feet in width and provide for one-way traffic. The widths of the right-of-way and driving surfaces of the divided entryway shall be in accordance with the standards contained elsewhere in this Land Development Code. The emergency access easement shall be located on an adjacent or opposite side of the subdivision from the main entryway and be constructed in accordance with the standards contained elsewhere in this Land Development Code.
 - b. If it is physically impractical or otherwise impossible to provide two entryways or to incorporate an emergency access easement into the development in accordance with the above stated requirements, the following alternative may be considered by the approving body:
 - i. A single pavement width of forty-one (41) feet shall be constructed. Said pavement shall extend back from the intersecting street right-of-way a minimum distance of one-hundred (100') feet. All residences within the subdivision shall contain automatic fire-sprinkler systems.
 - c. If it is physically impractical or otherwise impossible to comply with the above-stated requirements, an alternative design may be submitted to the City Council for consideration. The approving body

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may approve the alternate design if it finds that the above-state requirements can not be satisfied and that all efforts have been made by the developer to comply with said requirements.

12. *Reverse Curves* - Between reverse curves there shall be a tangent section of centerline not less than one hundred feet (100') long.

C. Intersections

1. Streets shall be laid out so as to intersect as nearly as possible at right angles. A proposed intersection of two (2) new streets at an angle of less than seventy-five (75) degrees shall not be acceptable.
2. Proposed new intersections along one side of an existing street shall, wherever practicable, coincide with any existing intersections on the opposite side of such street. Not more than two (2) streets shall intersect at any one point unless specifically approved by the City.
3. Street jogs with centerline offsets of less than one hundred thirty-five (135) feet shall not be permitted.
4. Local streets intersecting a collector street or larger shall have a tangent section of centerline at least fifty (50) feet in length measured from the right-of-way line of the collector street; however, no such tangent is required when the minor street curve has a centerline radius greater than four hundred (400) feet with the center located on the collector street right-of-way line.
5. At local street intersections, the property line corner shall be rounded by an arc having a radius of twelve (12) feet. This radius shall be increased when the smallest angle of intersection is less than eighty (80) degrees. At intersections of streets with major and collector streets the property line corners shall be rounded by an arc having a radius of twenty-five (25) feet. The Director of Public Works or designee may approve comparable cut-offs or cords in place of rounded corners.
6. Where practical, spacing of intersections along collector streets shall be at least 500 feet apart.

D. Easements – Easements for drainage and utility construction, service, and maintenance shall be provided in locations approved by the City and affected utilities according to the following standards:

1. Easement for the use of public utilities of not less than seven and one-half (7.5') feet in width shall be provided on each lot and extend along the entire length of the rear property line. Easements shall connect with easements already established on adjoining properties or extend to connect with a public right-of-way. No lot shall be shown with an easement which prevents proper development and full utilization of the lot as a suitable building site for the intended zoning district.
2. For lots of more than two hundred (200) feet deep, the utility easement shall be not less than sixteen (16) feet wide.
3. The width of any drainage easement shall be determined by the Director of Public Works or designee or in accordance with the need for drainage improvements established by any drainage study.
4. All utility easements shall be dedicated as utility and/or drainage easements.
5. When an easement is granted for public purposes as a separate instrument, the following statement of restrictions shall be placed in dedication instrument:

Utility Easements

Any public utility, including the City of Colleyville, shall have the right to move and keep moved all or part of any building, fences, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the easements shown on the plat; and any public utility, including the City of Colleyville, shall have the right at all times of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

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- E. Easements Adjacent to State Highways – When a proposed water or sewer line or drainage facility will be placed adjacent to a public road maintained by the Texas Department of Transportation, a separate specific use easement shall be provided for each utility or drainage facility.
- F. Emergency Access Easements – Emergency access easements shall have a clear unobstructed width to accommodate a pavement section of not less than twenty-four (24) feet in width. The emergency access easement shall connect at each end to a dedicated public street or shall have a suitable size turnaround at the dead-end, and appropriate turning space at inside corners to permit free movement of emergency vehicles. An emergency access easement may be used as a driveway to gain access to parking or loading spaces, but shall not be used for parking. All emergency access gates shall provide for an opening of not less than twenty four (24) feet wide by fourteen (14) feet in height and include a locking and opening mechanism acceptable to the Fire Department. (03-20-07 / O-07-1613)
- G. Alleys – Alleys shall be provided in commercial and industrial districts and at the rear of multifamily residential building sites for adequate circulation. Where approved by the Fire Marshal, an emergency access easement not less than twenty-four feet (24') in width shall be provided for emergency vehicle access in lieu of any alley. Alleys should intersect streets at right angles or radially to curved streets where sharp changes in alignment cannot be avoided. Property line corners shall be cut off fifteen feet (15') on each side to permit safe vehicular movement. Dead-end alleys shall be prohibited except where prior development of land adjoining the subdivision permits no other reasonable design; under such circumstances alleys shall be provided with turnaround or back-around facilities at the dead-end adequate to permit clear maneuvering of sanitation trucks, utility service vehicles and emergency vehicles. Alleys shall be not less than the following widths:
 - 1. Twenty feet (20') where residential building sites are provided on both sides;
 - 2. Twenty-two feet (22') wherever residential development abuts commercial or industrial areas;
 - 3. Twenty-four feet (24') where commercial or industrial development abuts on both sides.
- H. Mutual Access Easements (O-02-1336 / 04-16-02)
 - 1. *Purpose* – The purpose of this requirement is to provide public access to adjacent properties by reducing the number of driveway cuts and potential traffic accidents on adjacent streets.
 - 2. *Applicability* – This Section shall be applicable to properties abutting and that may derive access from a Collector Street or Arterial Street as shown on the Master Thoroughfare Plan.
 - 3. *Requirement* – The City shall require the dedication of a mutual access easement to provide cross access to adjacent properties or shared use of a driveway to conform with the minimum driveway standards contained in Chapter 14 of this Land Development Code.
 - 4. *Easement Dimensions* – Easements for shared driveways shall be 16 feet in width and 35 feet in length, but may vary given the shape of the particular tract. Easements extending across the entire width of the property shall not be less than 24 feet in width.

Section 9.18 Traffic Impact Analysis

When a proposed subdivision plat is estimated to generate more than 1,000 vehicle trips per day, a traffic impact analysis shall be required with the earliest submittal of a plat application. The traffic impact analysis shall be prepared in accordance with the requirements of the Director of Public Works or designee. The purpose of the traffic impact analysis is to determine the need for traffic mitigation measures which may include, but are not limited to, dedication of additional right-of-way, construction of turning lanes, or construction of traffic control facilities. This requirement may be waived when a traffic impact analysis was submitted at the time the current zoning was adopted and the traffic impact analysis is less than one year old. Any mitigating measures required shall be the responsibility of the developer, unless a cost-sharing agreement is approved by the City.

Exhibit "A"

Colleyville, Texas, Land Development Code

Section 9.19 Sidewalks

A. General Sidewalk Requirement

1. Sidewalks shall be constructed prior to completion of any primary structure for all lots that: (1) are required as part of a Planned Unit Development or Special use Permit; or; (2) front on a new street dedicated in conjunction with a subdivision plan; or, (3) front on an existing City Street. Other than properties zoned as Planned Unit Developments or containing special Use Permits with specific sidewalk provisions, sidewalks shall be required to be constructed prior to the final inspection. Any variance to the sidewalk construction requirements described above shall be considered by the City Council.
2. The sidewalks shall be constructed adjacent to and within the public street right-of-way and include curb ramps where applicable. Where no public right-of-way exists, the sidewalk shall be located within a public access easement that provides accommodation of the future street right-of-way dedication. When a subdivision is proposed with a masonry or other permanent perimeter screening wall adjacent to a street, the sidewalk shall be constructed by the developer at the same time as the screening wall. All sidewalks shall conform to the standards and specifications contained in this Land Development Code.
3. When circumstances exist wherein it is not practical to construct a sidewalk, the developer maybe afforded the opportunity to escrow funds in an amount sufficient to pay for the construction of a sidewalk at some future date.
4. The issuance of a building permit is contingent on the written commitment of the applicant to construct a sidewalk or pay the required escrow amount.

- B. Trails System Sidewalks – When a proposed sidewalk coincides with the general location of a future sidewalk shown in the most recently approved Colleyville Trails System Plan, the sidewalk shall be constructed in accordance with the design standards for a trails system sidewalk. The standards and specifications for a trails system sidewalk are contained elsewhere in this Land Development Code. The developer shall be required to provide additional street right-of-way dedication or a public access easement of sufficient width to accommodate the trails system sidewalk. Where the trails system sidewalk will be located at the rear or to the side of a lot, such as within a green-belt or similar open space, the developer shall provide sufficient right-of-way or public access easement to accommodate the sidewalk.

Section 9.20 Street Lighting

- A. General Requirements – The developer shall be required to install, at no cost to the City, a street lighting system at all street intersections, at the end of all cul-de-sac streets, and at additional locations in accordance with the criteria contained elsewhere in *Chapter 14 – Engineering Design Standards* of this Land Development Code. All City Lighting shall be consistent with standard light pole ONCOR Texas Style Pole D with Luminaire F with a Finial Band. Any variance from this standard requires written approval from the Director of Public Works or designee.

Section 9.21 Amendments to This Chapter

Ord. Number	Date	Subject
O-00-1261	12/19/00	Cul-de sac street lengths
O-00-1261	12/19/00	Lot Drainage and Grading
O-00-1261	12/19/00	Fire Hydrants
O-00-1261	12/19/00	Divided Entryways
O-00-1280	08/08/01	Number of Subdivision Entryways
O-00-1214	12/18/01	Existing Unimproved Street Requirements

Exhibit "A"

Colleyville, Texas, Land Development Code

O-02-1336	04/16/02	Mutual Access Easements
O-06-1562	02/07/06	General Infrastructure Policy
O-07-1613	03/20/07	Emergency Access Gates
O-09-1712	03/03/09	Amendment to sidewalk regulations – Sections 9.12 and 9.19
O-12-1860	01/08/13	Amendment to sidewalk regulations adding appeal process to the City Council from the P&Z
O-14-1907	02/18/14	Amendment to Sidewalk Regulations & General Update



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5b

Agenda Date 02/18/2014

Number Ordinance O-14-1908

Type Ordinance

Department Community Development

Title

Approval of amendments to Chapter 3 - Land Use, Section 3.27- Carport Regulations in the Land Development Code, Case GC13-026

Explanation

Second Reading and Public Hearing

There were no speakers at the February 4, 2014 City Council meeting.

In order to provide the necessary time to address City Council questions regarding existing non-residential carports in the City and City Council direction involving size restrictions for non-residential carports, staff recommends that this item be continued to the March 18, 2014 City Council meeting.

First Reading and Public Hearing

Staff proposes amendments to Chapter 3 - Land Use, Section 3.27-Accessory Buildings and Residential Carport Regulations in the Land Development Code. Currently, standards exist for residential carports, but not for non-residential carports. Staff did a survey of surrounding cities to compare what other area cities require for non-residential carports.

Non-Residential Carport Survey. Attached is a survey of area city requirements with regard to non-residential carport standards. In summary, all other cities require a building permit for non-residential carports. Additional review is required when the applicant is seeking a variance or when the carport is located in a special district, such as a Planned Unit Development or an Overlay District. Six of the seven surrounding cities treat non-residential carports as accessory structures. One city, Southlake, requires a Specific Use Permit for all non-residential carports.

Proposed Amendments. Staff proposes the following amendments to Section 3.27-Accessory Buildings and Residential Carport Regulations in the Land Development Code (the sections below are labeled and numbered just as they would appear in Section 3.27; staff comments are italicized):

D. For Carports Located in Non-Residential Zoning Districts -*Non-residential carports located in the commercial zoning districts shall comply with this section.*

1. Permit Required - *A request for a non-residential carport may go straight to building*

permit if it meets the requirements of this section. Otherwise a Special Use Permit is required.

A non-residential carport request that is part of a PUD-Planned Unit Development Site Plan may be approved administratively if it meets the requirements of this section. Otherwise, it will require a Site Plan amendment through City Council.

2. Carport Standards - a. *Maximum size is 600 square feet, which will allow three standard parking spaces.*

b. Maximum height for detached carports is 15 feet, carports that are integrated into the roofline have no maximum.

c. Detached carports must be located in the rear yard and meet the same setbacks as the primary structure. An attached carport may be located in the side or rear yard and shall meet the side and rear yard requirements of the primary structure.

d. Maximum Number Per Lot: one

e. Paving and Street Access: The parking area underneath a carport shall be paved with concrete, asphalt, or pavestone. The carport must have paved access to a public street right-of-way.

f. Design Criteria:

Roof: Detached carports shall have a pitched roof of at least 4:12. Flat roofs for detached carports shall be prohibited. Attached carports shall match the roof pitch of the primary structure. Roof materials for attached or detached carports must match the roof materials for the primary structure.

Posts and Gables - Post and gables shall be constructed of clay-fired brick, native stone, cast stone or a combination of these materials. Stucco is permitted for not more than ten (10%) percent of the exterior surface. The color of these materials shall be a subtle or neutral color to match the color scheme of the primary structure. Carports constructed entirely out of metal are not permitted.

g. Adequacy of Plans and Specifications - *This section is worded the same as for residential carports, except there is some permissive language for administrative approval.*

Communication. Once adopted, a bulletin of the new standards will be posted on the City's website and included in all other communication vehicles in which the City uses. All contractors in the City will be notified as well.

Planning and Zoning Commission Recommendation. The Planning and Zoning

Commission recommended approval of this request at the January 27, 2014 meeting by a vote of 7-0, subject to the following conditions:

(1) Section 2(e) of the proposed regulations shall be changed to read as follows:

"Paving and Street Access" The parking area underneath a carport shall be paved with concrete, asphalt, or pave-stone."

(2) Section 2(f)i of the proposed regulations shall be changed to read as follows:

"Roof: Detached carports shall have a pitched roof of at least 4:12. Flat roofs for detached carports shall be prohibited. Attached carports shall be consistent with the primary roof pitch of the primary structure. Roof materials for attached or detached carports must match the roof materials for the primary structure."

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Proposed Changes-Land Development Code Chapter 3-Land Use, Section 3.27
2. Non-Residential Carport Survey
3. Ordinance O-14-1908

Proposed Changes-Land Development Code Chapter 3-Land Use, Section 3.27

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 lines established for the applicable zoning district, unless the accessory building is located totally

Proposed Changes-Land Development Code Chapter 3-Land Use, Section 3.27

Colleyville, Texas, Land Development Code

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.

Proposed Changes-Land Development Code Chapter 3-Land Use, Section 3.27

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.

D. For Carports Located in Non-Residential Zoning Districts – Carports located in the zoning districts: C-PO-Professional Office Commercial, CN-Neighborhood Commercial, CC-1-Village Retail, CC-2-Shopping Center, CC-3-Highway Commercial, ML-Light Manufacturing, and Planned Unit Developments that allow commercial uses shall comply with the regulations contained in this section. (O-14-1908, 2/18/2014)

1. Permit Required:

a. A building permit shall be required for all non-residential carports in the above mentioned zoning districts. Any request for a building permit for a non-residential carport, 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. Any request for a building permit for a non-residential carport for any use allowed in the above mentioned zoning districts that is part of a Site Plan for a PUD-Planned Unit Development, will require an amendment to the approved Site Plan. If the non-residential carport meets the criteria of this section, then the amended Site Plan may be administratively approved by the Director of

Proposed Changes-Land Development Code Chapter 3-Land Use, Section 3.27

Colleyville, Texas, Land Development Code

Community Development or designee. If the non-residential carport does not meet the criteria in this section, then the Site Plan amendment will require approval by the City Council.

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 600 square feet in area. A standard parking space size is nine feet (9') by eighteen feet (18').

b. Height: A detached carport shall not exceed a maximum height of 15 feet, as measured from the finished grade to the highest point of the roof. An attached carport that is integrated into the roof system can match the roof height of the primary structure.

c. Setbacks: A detached carport must be located in the rear yard and shall meet the side and rear yard setback requirements for the primary structure. An attached carport may be located in the side or rear yard and shall meet the side and rear yard setback requirements for the primary structure.

d. Maximum Number Per Lot: one

e. Paving and Street Access: The parking area underneath a carport shall be paved with concrete, asphalt or paverstone. The carport must have paved access to a public street right-of-way.

f. Design Criteria:

i. Roof – Detached carports shall have a pitched roof of at least 4:12. Flat roofs for detached carports shall be prohibited. Attached carports shall be consistent with the primary roof pitch of the primary structure. Roof materials for attached or detached carports must match the roof materials for the primary structure.

ii. Posts and Gables – Post and gables shall be constructed of clay-fired brick, native stone, cast stone, or a combination of these materials. Stucco is permitted for not more than ten (10%) percent of the exterior surface. The color of these materials shall be a subtle or neutral color to match the color scheme of the primary structure. Carports constructed entirely out of metal are not permitted.

g. Adequacy of Plans and Specifications: The applicant requesting a building permit or Special Use Permit to construct a non-residential carport shall submit plans and specifications of the proposed carport for review. Said plans and specifications shall contain sufficient information to allow the approving body to determine that the proposed carport complies with these regulations. The approving body 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.

Non-Residential Carport Survey

City	Carport Standards	Zoning Requirements
1. Southlake	45.11.a. General Criteria – Parking structures cannot protrude into the front building line closer than primary structure, or protrude into a bufferyard; 45.11.b. Development Regulations – Height max. for attached = 20 feet; Height max. for detached = 14 feet; Roof materials and pitch must match primary structure; Max. number of spaces = 6; Size of space = 9' x 20'; façade & column materials = primary structure; and paving requirements	CS, O-1, B-1, B-2, I-1, I-2, S-P-1, S-P-2, and PUD districts with a Specific Use Permit – Site Plan Required
2. Grapevine	42.C.1. & 2. Height not exceeding one story may occupy not more than 60% of required rear yard; exceeding one story may occupy not more than 40% of rear yard; 42.C.3. Attached accessory structure shall comply with ordinance requirements for main building; Located in rear one-half of the lot; Setbacks = no nearer than 6 feet from rear property line & same side yard setback as the zoning district for the subject property.	Accessory structure. Site Plan or Conditional Use Permit Amendment required if being added. Township Overlay requires separate public hearing process.
3. Euless	Cannot be located within 3 feet of any property line and not within building line or within utility easements; Maximum height = 8 feet at 3 feet from property line; Height may increase at a rate of 1 foot per every 2 feet of setback; floor area not to exceed 50% of the rear yard for one story; floor area not to exceed 40% of the rear yard for two stories.	Accessory Structure.
4. Bedford	Accessory structures may not be placed in the front yard, not less than 60 feet from front lot line; Over 150 square feet shall be setback 5 feet from side and rear setbacks; Master Highway Corridor 4.18.I All building materials shall be constructed of 100% masonry material; masonry materials shall be earth tone; Pitched roof required under 5,000 square feet; Over 5,000 square feet require architectural standards.	Accessory Structure. Site Plan approval or amendment for properties in “MHC” Master Highway Corridor Overlay District.

Non-Residential Carport Survey

City	Carport Standards	Zoning requirements
5. Hurst	For areas outside of overlay districts, staff makes a determination if an accessory structure is a “minor exterior alteration” based on 1) behind main structure, 2) less than 25% of side/rear yard, and 3) not visible from the street. Can go straight to permit or can appeal through public hearing. In the TC-PD, MU-PD, or MU-SUPD (Mixed-Use Special Planned Use District) overlay districts, exterior alterations require site plan approval.	Accessory Structure. Site Plan approval or amendment for Town Center (TC) or Mixed-Use (MU) overlay districts.
6. North Richland Hills	Carports are allowed in any zoning district; shall not extend beyond the front building line; side yard setback same as primary structure; rear yard setback = 10 feet; Max. height = 15 feet; Max. size = 360 square feet; carport pad must be concrete w/concrete access to public street; pitch of roof shall be a minimum 4:12 on each side of the ridge; posts must be masonry.	Carport Standards. Variances in TC District or Mid-Cities Overlay Zone require approval.
7. Keller	Building materials for the main structure are covered in Section 9.01.B.2. “Non Residential Construction Standards.” Carports constructed entirely out of metal are not permitted. Carports shall be shown on the site plan and shall be compatible in design and material with the main structure. Carports shall be located on the side or rear of the property and shall observe all building setback lines.	Building Design Standards. Same for Old Town Keller Overlay, U.S. Highway 377 North, and Katy Road Overlays.

ORDINANCE O-14-1908

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING CHAPTER 3-LAND USE, SECTION 3.27 – ACCESSORY BUILDINGS AND RESIDENTIAL CARPORT STANDARDS OF THE LAND DEVELOPMENT CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Colleyville approved Ordinance O-00-1214 on April 18, 2000, adopting the Land Development Code; and

WHEREAS, the City of Colleyville desires to amend Section 3.27 of the Land Development Code by providing regulations for non-residential carports; 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.

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

- Sec. 1. THAT *Chapter 3-Land Use, Section 3.27* of the Land Development Code, is hereby amended to read as depicted in the attached Exhibit "A".
- Sec. 2. 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. 3. 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. 4. 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. 5. THAT this ordinance shall take effect immediately from and after its passage.

Sec. 6. THAT all other provisions of the Land Development Code shall remain in full force and effect, except as amended herein.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 4th day of February 2014.

The second reading and public hearing being conducted on the 18th day of February 2014.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the _____ day of _____ 2014.

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"

Colleyville, Texas, Land Development Code

Section 3.27 Accessory Buildings and 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 lines established for the applicable zoning district, unless the accessory building is located totally

Exhibit "A"

Colleyville, Texas, Land Development Code

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.

Exhibit "A"

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.

D. For Carports Located in Non-Residential Zoning Districts – Carports located in the zoning districts: C-PO-Professional Office Commercial, CN-Neighborhood Commercial, CC-1-Village Retail, CC-2-Shopping Center, CC-3-Highway Commercial, ML-Light Manufacturing, and Planned Unit Developments that allow commercial uses shall comply with the regulations contained in this section. (O-14-1908, 2/18/2014)

1. *Permit Required:*

- a. A building permit shall be required for all non-residential carports in the above mentioned zoning districts. Any request for a building permit for a non-residential carport, 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. Any request for a building permit for a non-residential carport for any use allowed in the above mentioned zoning districts that is part of a Site Plan for a PUD-Planned Unit Development, will require an amendment to the approved Site Plan. If the non-residential carport meets the criteria of this section, then the amended Site Plan may be administratively approved by the Director of

Exhibit "A"

Colleyville, Texas, Land Development Code

Community Development or designee. If the non-residential carport does not meet the criteria in this section, then the Site Plan amendment will require approval by the City Council.

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 600 square feet in area. A standard parking space size is nine feet (9') by eighteen feet (18').
 - b. *Height:* A detached carport shall not exceed a maximum height of 15 feet, as measured from the finished grade to the highest point of the roof. An attached carport that is integrated into the roof system can match the roof height of the primary structure.
 - c. *Setbacks:* A detached carport must be located in the rear yard and shall meet the side and rear yard setback requirements for the primary structure. An attached carport may be located in the side or rear yard and shall meet the side and rear yard setback requirements for the primary structure.
 - d. *Maximum Number Per Lot:* one
 - e. *Paving and Street Access:* The parking area underneath a carport shall be paved with concrete, asphalt or paverstone. The carport must have paved access to a public street right-of-way.
 - f. *Design Criteria:*
 - i. *Roof* – Detached carports shall have a pitched roof of at least 4:12. Flat roofs for detached carports shall be prohibited. Attached carports shall be consistent with the primary roof pitch of the primary structure. Roof materials for attached or detached carports must match the roof materials for the primary structure.
 - ii. *Posts and Gables* – Post and gables shall be constructed of clay-fired brick, native stone, cast stone, or a combination of these materials. Stucco is permitted for not more than ten (10%) percent of the exterior surface. The color of these materials shall be a subtle or neutral color to match the color scheme of the primary structure. Carports constructed entirely out of metal are not permitted.
 - g. *Adequacy of Plans and Specifications:* The applicant requesting a building permit or Special Use Permit to construct a non-residential carport shall submit plans and specifications of the proposed carport for review. Said plans and specifications shall contain sufficient information to allow the approving body to determine that the proposed carport complies with these regulations. The approving body 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.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5c

Agenda Date 02/18/2014

Number Ordinance O-14-1909

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 February 4, 2014 City Council meeting.

First Reading and Public Hearing

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-14-1909

ORDINANCE O-14-1909

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 City Council consists of residents of the City with varied backgrounds, experiences, and interests; and

WHEREAS, multiple members of the City Council are graduates of the Citizens Police Academy; and

WHEREAS, in considering this Ordinance, the City Council relies on the entirety of its experiences and knowledge; and

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 home solicitation and distribution on private property in a manner to promote good order and protect citizens and non-citizens, while at the same time maintaining the First Amendment right to communicate through that medium; and

WHEREAS, the City of Colleyville has endeavored to protect the health, safety, and welfare of the public from the negative impacts associated with soliciting and distributing since at least 1993; and

WHEREAS, the regulation of door-to-door solicitation services the City's interests in preventing crime and protecting the privacy of its residents; and

WHEREAS, the City's efforts to protect its citizens have included a 4:30 pm curfew on soliciting and distributing, and said curfew has played an important role in the City's overall safety plan; and

- WHEREAS,** the City Council finds the regulations provided in this ordinance allow the Police Department to focus its operations on crime-related activity during the evening, night, and early morning hours when calls for service naturally increase; and
- WHEREAS,** everything about law enforcement is priority based, and any time taken away from dealing with priority major criminal activity and the prevention of that makes the Police Department less effective; and
- WHEREAS,** due to the extremely complex nature of crime, the City and its Police Department attempt to devise as many strategies and tactics and utilize as many tools as they can to cover as many bases as possible; and
- WHEREAS,** the curfew allows the Police Department to concentrate on the greatest likelihood of encountering the unsavory type of characters during peak times, and has enhanced residents' comfort level and safety; and
- WHEREAS,** the curfew has served as an enhancement to the other tactics, tools, and strategies employed by the Police Department; and
- WHEREAS,** there is no magic bullet to fight and prevent crime; and
- WHEREAS,** the philosophy behind the solicitor ordinance is to do everything the City can do legally to ensure the safety of the City and its citizens; and
- WHEREAS,** the entirety of the solicitor ordinance has contributed to making our community a safer place; and
- WHEREAS,** it is not possible to delineate the proportionate effect of the multiple measures or strategies implemented to protect the health, safety, and welfare of the public, including the solicitor ordinance; and
- WHEREAS,** overall crime rates in Colleyville have been on the decline in recent years; and

WHEREAS, the most dramatic decreases in crime is the number of residential burglaries; and

WHEREAS, the decrease in residential burglaries has at least a temporal connection to the City's 2011 amendments to the solicitor ordinance; and

WHEREAS, the 2011 amendments to the solicitor ordinance included the addition of criminal background checks for commercial solicitors; and

WHEREAS, the City reviews, updates, and amends ordinances on an as needed basis; and

WHEREAS, the purpose of such reviews and amendments is to maximize the effectiveness of the City's rules and regulations, while accommodating protected activities such as free speech; and

WHEREAS, the City Council endeavors to allow people to be free from interruption at home and to have comfort that unknown persons will not come up to their door and disturb them while at home with their families; and

WHEREAS, anecdotal evidence shows that Colleyville residents have been reluctant to utilize "no solicitation" signs at their residences to protect themselves from undue annoyance and harassment; and

WHEREAS, the City Council finds that posting "no-solicitation" or similar signs alone is inadequate to protect its citizens from undue annoyance; and

WHEREAS, the City recently added No Knock and Solicitors Welcome registries as part of the solicitor ordinance; and

WHEREAS, the initial roll-out of the lists has shown strong interest by the public in utilizing the lists; and

WHEREAS, based on the trend of decreased residential burglaries and the initial interest in the No Knock and Solicitors Welcome lists, the City Council is considering relaxing the curfew; 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,** there has been anecdotal evidence of door to door solicitors engaging in aggressive and harassing tactics resulting in complaints, including permitted background-checked solicitors talking to residents over their fence; 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 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 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 early evening hours 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 or suspicion or anxiety resulting in a call for service; 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 include protecting and promoting 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 the City Manager is directed to monitor and review the impact and effects of this Ordinance and to provide updates to the City Council on an as needed basis. If, for any reason, this Ordinance fails to achieve its stated goals or otherwise proves ineffective, the City Manager is directed to present recommended revisions to the City Council for review and consideration.
- Sec. 4. 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. 5. 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. 6. 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. 7. 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 4th day of February 2014.

The first reading and public hearing being conducted on the 18th day of February 2014.

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

reality 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. *Peddle* shall mean 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 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 their person, while on the public right-of-way of the City of Colleyville.
13. *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.
14. *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.
15. *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.
16. *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 any purpose, which includes promoting, advertising, receiving or obtaining money, gifts or items of value for said individual or group of individuals, or organization, club, company, corporation.

17. *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.
18. *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 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.
- 4. 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.
- 5. 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.
- 6. 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.

7. It shall be unlawful for any person to solicit, peddle, or distribute on a residential property that is listed on the “do-not-solicit list” as defined by this chapter.

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. SOLICITATION PROHIBITED – HOURS

- A. It shall be unlawful to solicit, peddle, or distribute on residential property prior to 9:00 a.m. or after dusk of any day Monday through Saturday, or any time on Sunday or any other federally designated holiday.

1. 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.
2. This subsection shall not apply to a visit to a residence that is listed on the “Solicitor’s Welcome” list as defined by this Chapter.

- B. It shall be unlawful to solicit, peddle, or distribute on residential property 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. 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.

V. DO-NOT-SOLICIT LIST

- A. The city manager, or their designee, shall develop and maintain a list of residences where commercial home solicitation is prohibited and such list shall be referred to as the “do-not-solicit list.”
- B. Any property owner or occupant may elect to add or remove his or her residence to or from the do-not-solicit list through the procedures developed by the city manager. The property owner or occupant making such a request will be required to affirm that he or she is an owner or occupant of the residence, and is making the request on their behalf and on behalf of any other occupant at that address.
- C. The city manager shall make the do-not-call list available on the City’s website and to any person upon request.
- D. The chief of police shall provide a copy of the do-not-solicit list to each person issued a permit under this ordinance.

VI. SOLICITORS WELCOME LIST

- A. The city manager, or their designee, shall develop and maintain a list of residences where solicitation is welcome without regard to the time of day or day of the week and shall be referred to as the “solicitors welcome list.”
- B. Any property owner or occupant may elect to add or remove his or her residence to or from the solicitors welcome list through the procedures developed by the city manager. The property owner or occupant making such a request will be required to affirm that he or she is an owner or occupant of the residence, and is making the request on their behalf and on behalf of any other occupant at that address.
- C. The city manager shall make the solicitors welcome list available on the City’s website and to any person upon request.
- D. The chief of police shall provide a copy of the solicitors welcome list to each person issued a permit under this ordinance.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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)

XV. 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.

XVI. 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.

XVII. 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 02/18/2014

Number Resolution R-14-3724

Type Resolution

Department Parks and Recreation

Title

A resolution approving an independent contractor agreement for Bridge instruction at the Senior Center

Explanation

Reading and Public Hearing

In November 2013, the Colleyville Senior Center was presented with a proposal to offer a Duplicate Bridge class. The program began as a free class that was offered on Tuesdays from 1:00-4:00 p.m. In late January 2014, Jan Mogged, the class facilitator, informed staff that the program had become a Sanctioned Duplicate Bridge class, that would now require a fee to be assessed to all of the participants. Charging of fees to participate in a class changes the status of the class, to require an independent contractor to enter into an independent contractor agreement per Parks and Recreation Department policy. The attached agreement, as included in Resolution R-14-3724, reflects that the instructor is required to pay the City a percentage of the total fees collected from the class participants.

Financial Impact

The City will retain 30 percent of the total fees collected.

Recommendation

Approve

Attachments

1. Independent Contractor Agreement
2. Resolution R-14-3724

CITY OF COLLEYVILLE
PARKS AND RECREATION
INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement"), dated to be effective the 11 day of February, 2014, is entered into by and between the City of Colleyville (the "City") and:

Name Jan Mogged ("Contractor")

Address 3002 Edgewood Ln, Colleyville TX 76034

Home, work and mobile phone numbers 817-851-6906

Social Security Number _____

The City and Contractor agree as follows:

1. Discrimination Prohibited The Contractor will not discriminate against anyone on the basis of race, color, national origin, age, handicap, creed, religion, sex, ancestry, or place of birth in the provision of services to the public, and will comply with all application provisions of TITLE IV of the Civil Rights Act of 1964 and the Rehabilitation Act of 1974.
2. Independent Contractor Subject to the terms and conditions of this Agreement, the City hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
3. Duties, Terms and Compensation Contractor's duties, terms of engagement and provisions for payment are set forth in the attached "Exhibit A", which may be amended from time to time. All duties performed by the Contractor under this Agreement shall be done as an independent contractor and not as an employee of the City. Contractor may not refer to himself/herself as an employee of the City. Contractor shall use his/her independent judgment and discretion in carrying out his/her duties. Contractor shall retain and exercise full control over the details and means by which he/she carries out his/her duties. Contractor agrees to comply with all applicable federal, state, and local laws, rules and regulations in carrying out his/her duties. Contractor is permitted to provide his/her services to third parties, provided such other work does not interfere with his/her duties under this Agreement. Contractor agrees to devote the necessary time, energy, attention and abilities as necessary to perform his/her duties in a timely and productive manner. Contractor agrees to make announcements to class participants from time to time as required by the City, take attendance and prepare class attendance reports for each class taught, hand-out class surveys, market City programs, and to perform other duties as the City deems reasonable and appropriate.
4. Benefits As an independent contractor, Contractor is not entitled to benefits of any kind from the City. Contractor has no claim against the City for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability insurance or related benefits, unemployment insurance benefits, or any other type of employee benefits.

5. City Policies Contractor agrees to comply with all City Parks and Recreation Department rules, procedures and policies governing City Recreational Programs and the City policies and procedures attached as "Exhibit B". Policies applicable to Contractor may be amended from time to time. Contractor agrees to enforce all applicable rules, procedures and policies during the term of this Agreement.
6. Taxes Contractor agrees and acknowledges that the City is not responsible for the withholding or the payment of any social security taxes, federal unemployment taxes, or federal income taxes. Contractor acknowledges and agrees that he/she is obligated to report to the Internal Revenue Service (IRS) all compensation he/she earns under this Agreement and to pay any and all local, state, or federal income tax due and owing on such compensation. On an annual basis, the City will prepare a Form 1099 which will reflect compensation paid to Contractor during the prior year.
7. Insurance Contractor may be required to obtain and maintain such insurance coverage as the City shall reasonably require, including but not limited to a general liability insurance policy which names the City as an additional insured and which requires at least a 30 day notice to the City of any proposed or threatened cancellation of the policy. A certificate evidencing the existence of such insurance policy or policies must be provided to the Colleyville Parks and Recreation staff within 10 days of the date Contractor signs this Agreement.
8. Instructional Materials and Expenses The Contractor is responsible for obtaining and distributing all required materials and supplies. The City and Contractor must agree in advance on the materials to be used, which will be listed by the Contractor on "Exhibit A"; and the cost for such materials will be collected by the Contractor.
9. Absences, Tardies, and Assistants Contractor is expected to be present at class location at least 15 minutes prior to the scheduled start time of each class. Contractor is responsible for hiring and paying all assistants necessary for conducting class/activity based on safe staff/participant ratios operating practices and local, state or federal standards and will assume responsibility for assistants' actions. Contractor is responsible for providing qualified substitutes and notifying the City of any such change. In the event a qualified substitute cannot be secured, the Contractor will be responsible for notifying the City and participants of any temporary change in the normal class schedule.
10. Class Audits and Evaluations Contractor agrees to allow City staff to sit in on Contractor's classes as deemed necessary by the City in order to observe and audit the classes' operation, to check attendance and to verify Contractor's adherence to curriculum, rules, policies and procedures. Staff who attend a class as part of their duties and responsibilities as a City employee or representative are not considered class participants for purposes of determining Contractor's compensation. Contractor may not allow anyone else to sit in on or observe the class without the City's prior authorization. Contractor, at City's request, will be required to administer a class evaluation and submit the results to the City.
11. Indemnity Contractor shall indemnify and hold harmless the City, its agents, elected and appointed officials, employees, and volunteers from any and all claims for bodily injury, illness, death and personal injury and property damage, including attorney's fees and all costs associated with litigation, of any nature whatsoever, whether foreseen or unforeseen, arising out of or in any way related to the activities or the Contractor and its members in exercising its rights under this Agreement.

12. Termination

12.1 If Contractor terminates this Agreement prior to the expiration date, he/she must return all compensation previously received by Contractor from the City under this Agreement.

12.2 The City shall at all times have the right to immediately terminate this Agreement for cause as reasonably determined by the City. Cause will include, but is not limited to, Contractor's arrest or conviction, being charged with a felony or Class A misdemeanor, excessive absences or tardies, failure or refusal to comply with the written policies or directive of the City, misconduct, or breach of this Agreement. Any accrued compensation owing to Contractor through the date of termination shall be paid to Contractor in full and final satisfaction of this Agreement.

12.3 In the event of Contractor's death or disability, this Agreement will terminate. Any accrued compensation owing to Contractor through the date of termination will be paid by the City to Contractor (or his/her estate) in full and final satisfaction of this Agreement. The term "disability" means Contractor's substantial inability, either mental or physical, to perform his/her duties under this Agreement as determined by the City.

13. Confidential Information During the term of this Agreement, Contractor may have access to and become familiar with certain confidential information. Contractor agrees that any confidential information so obtained, including without limitation, any and all documents, memoranda, correspondence, notes, specifications, and plans, policies and procedures, computer programs, software, and other proprietary data of whatever type of nature, is confidential information in the nature of a trade secret, and is the exclusive property of the City. Contractor covenants and agrees that he/she will not directly or indirectly, during or after termination of this Agreement, use for his/her own benefit, use to the detriment of the City, or divulge to persons other than authorized officers of the City, any confidential information of the City. Upon termination of this Agreement, all confidential information shall be left with or returned to the City. Contractor agrees that his/her obligations under this paragraph survive the expiration and/or termination of this Agreement.

14. Equitable Relief Contractor acknowledges that irreparable injury will result to the City in the event of Contractor's breach of any of the provisions herein. Consequently, in addition to any other rights or remedies available to the City for breach of this Agreement by Contractor, the City shall be entitled to enforcement by preliminary restraining order and injunction. The rights and remedies of the City under this Agreement (or otherwise) are cumulative, and no one of them is exclusive of any other or of any right or remedy allowed by law.

15. Miscellaneous

15.1 Any notice required herein must be in writing, and may be given by hand, by overnight carrier, or by certified mail, return receipt requested. If by hand or via overnight carrier, notice is deemed to have been given when delivered. If mailed, the notice shall be deemed given on the third business day after depositing such notice in the United States mail, provided that postage was prepaid and the notice was properly addressed. Such notice shall be given to the parties at the addresses set forth under their names on the signature page of this Agreement. Parties may designate a different address by giving ten (10) days prior written notice to the other party.

15.2 If any term, covenant, or condition of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

15.3 No change or modification of this Agreement will be valid or binding upon the parties, nor shall any waiver of any term or condition in the future be so binding, unless such change or modification or waiver is in writing and signed by the parties.

15.4 This Agreement contains the entire understanding between the parties concerning the services to be provided hereunder. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein.

15.5 Contractor may not assign this Agreement without obtaining the City's prior written consent.

15.6 This Agreement, and the rights and obligations of the parties, shall be governed and construed in accordance with the laws of the State of Texas.

15.7 If an action at law or inequity by the City is necessary to enforce the terms of this Agreement, the City shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

15.8 The waiver by the City of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

The parties have executed this Independent Contractor Agreement effective as of the day and year first above written.

THE CITY OF COLLEYVILLE

Mayor Printed Name and Signature	Date
----------------------------------	------

Library, Parks and Recreation Director Printed Name and Signature	Date
---	------

Contractor Printed Name and Signature	Date
---------------------------------------	------

Recreation & City Events Manager Printed Name and Signature	Date
---	------

CITY OF COLLEYVILLE
PARKS AND RECREATION
INDEPENDENT CONTRACTOR AGREEMENT

"Exhibit A"
Duties, Term, Compensation and Expense Reimbursement

1. Duties. Contractor is engaged by the City as an instructor to teach the following class(es):

<u>Class</u>	<u>Beginning and Ending Class Dates</u>	<u>Key Fee</u>	<u>Day(s)/Time</u>
<u>Sanctioned Duplicate Bridge</u>	<u>Feb. 11 – Dec. 30, 2014</u>	<u>\$2.50</u>	<u>Tuesdays 1-4 pm</u>

Age Min: Open Max: Open Min/Max Participants: Unlimited

Class objectives and description of course material to be taught by Contractor:

Contractor agrees to follow the course curriculum/outline attached to this "Exhibit A". Any deviations from the class objectives and/or course curriculum/outline must be approved in advance by the Parks and Recreation Director or his/her designee. Course offering is subject to change without notice as determined by the City.

2. Term. The term of this Agreement will begin when it has been signed by both the City and Contractor. This Agreement will expire on December 31, 2014, unless terminated earlier by the City in accordance with the terms of the Agreement. The Agreement may only be extended if both parties specifically agree to an extension and such extension is in writing and signed by both parties.

3. Compensation. The paragraph marked with an "X" below sets forth the compensation to be paid by City to Contractor.

 As full compensation for the services rendered by Contractor pursuant to this Agreement, the City will pay contractor a flat fee of \$ 0. Contractor will be paid in accordance with the City's normal compensation cycle for other City of Colleyville Independent Contractors who are paid on a flat fee basis.

 X As full compensation for the services rendered by Contractor pursuant to this Agreement, the contractor will pay the City 30 % of the key class fees collected (and not refunded) from class participants by the City for the classes taught by Contractor under this Agreement and described in "Exhibit A".

The City's obligation to pay Contractor the compensation provided for in "Exhibit A" stops upon the expiration and/or termination of the Agreement.

4. Instructional Materials and Expense Reimbursement. The City agrees to make available to Contractor the following items for use in the preparation of and during course instruction in connection with the course(s) taught by Contractor under this Agreement and described in "Exhibit A":

By signing the Agreement, Contractor agrees that he/she is responsible for all equipment or other items used by him/her and will be responsible for any losses incurred by the City in connection with Contractor's use of such equipment. Contractor authorizes the City to deduct from any compensation checks to Contractor by the City, any amount necessary to cover any loss incurred by the City for damaged, lost, stolen, or otherwise equipment unreturned appropriately for which the Contractor is responsible.

Contractor agrees to provide the following instructional materials and supplies in connection with the course(s) taught by Contractor under this Agreement and described in "Exhibit A":

The City is not responsible for repair or replacement of any personal equipment or other items used by Contractor.

The City and Contractor agree that each class participant who registers for the course taught by Contractor pursuant to this Agreement will be required to pay a material's fee of \$0, which will be collected by the Contractor.

CITY OF COLLEYVILLE
PARKS AND RECREATION
INDEPENDENT CONTRACTOR AGREEMENT

“Exhibit B”
Policies and Procedures

PARKS AND RECREATION ORDINANCES

The following regulations are taken from the Code of Ordinances and are enforceable.

- Sec. 14-13** Animal waste prohibited on public and private property
- Sec. 82-7(a)** Littering prohibited
- Sec. 66-28** Vandalism prohibited
- Sec. 66-27** Alcoholic beverages are prohibited in parks
- Sec. 66-26(f)** Horses are prohibited in parks
- Sec. 66-26(a)** Vehicular traffic (motorized) is prohibited in public parks and on trails
- Sec. 66-61(c)** Bicycling and skating prohibited on tennis courts and basketball courts
- Sec. 66-29(a)** Golfing in public parks (including athletic fields) prohibited
- Sec. 66-29(b)** Glass containers in parks prohibited
- Sec. 66-26** Park closings-Hours of operation
- (b)** Public parks within the City shall be closed between 10:00 p.m. and 6:00 a.m. with the exception of Colleyville Nature Center which shall be closed 30 minutes after sunset until 30 minutes prior to sunrise.
- Sec. 66-26.** Athletic Field Closure
- (e)** Restricted Areas. No person shall disregard, fail to observe, or otherwise violate any prohibition or direction contained upon any sign in a public park erected by the City.
- Sec. 14-3** Leash Law in effect
- Sec. 66-29(c)** Explosives, firearms, other weapons, and fireworks prohibited in parks and on trails
- Sec. 66-29** No person shall possess, fire or discharge a device capable of propelling a projectile, including, without limitation, any firearm, air gun or pistol, bow and arrow, crossbow or slingshot, in a public park.

PARKS AND RECREATION PROCEDURES

The following procedures are the responsibility of the instructor while using park and recreation facilities and/or GCISD facilities if applicable.

1. Contractor and all their employees and volunteers will be subject to a criminal background check and drug test.
2. If it is found that any criminal background checks or drug tests are found to be unsatisfactory, the person(s) with the unsatisfactory criminal background or drug history will be removed from the program immediately.
3. Violation of procedures one or two will result in an immediate termination of the Agreement.
4. No deviation from regularly scheduled classes will be made without the approval of the City.
5. For outdoor recreation programs, classes will be postponed during inclement weather.
6. The final decision to postpone class will be made by the City.
7. Participants must pay for the program in advance.
8. City shall not allow more than the maximum number of participants agreed upon by Contractor and the City in a program(s), unless the Contractor and the City agree.
9. Program(s) will be cancelled if there is no prior registration or registration does not meet the minimum participant requirements agreed upon by Contractor and the City.
10. Decision to cancel program(s) will be made before the program is to begin by the City.
11. Contractor will check out a key to appropriate facility for program(s) by the City.
12. City keys may not be duplicated and must be returned after program(s) concludes to the City.
13. Contractor is responsible for all set-up and preparation of assigned class areas.
14. Contractor is responsible for take-down and clean up of assigned areas including returning furnishings to original location, cleaning tables and chairs, sweeping, vacuuming, cleaning restrooms and removal of trash and debris from building; turning out all lights, returning thermostat to proper setting and securing all doors, windows, and setting alarms.
15. Contractor is responsible for reading and implementing the *Colleyville Parks and Recreation Instructor Emergency Action Plan* when conducting program(s) at City and/or GCISD facilities.
16. The Contractor shall not make any improvements to City or GCISD property.

CITY OF COLLEYVILLE
PARKS AND RECREATION
INDEPENDENT CONTRACTOR AGREEMENT

"Exhibit C"
Approved Substitute Instructors

1. Substitute Instructors. The following individuals have been approved by the City to act as a substitute instructor for the course entitled _____:

<u>Name</u>	<u>Home Number</u>	<u>Work Number</u>	<u>Mobile Number</u>
-------------	--------------------	--------------------	----------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

RESOLUTION R-14-3724

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR
AGREEMENT FOR BRIDGE INSTRUCTION AT THE SENIOR CENTER
LOCATED AT 2512 GLADE ROAD**

WHEREAS, the City of Colleyville desires to accept an independent contractor agreement for Bridge instruction at the Senior Center in order to enhance senior services.

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

Sec. 1. THAT the City of Colleyville accepts the independent contractor agreement for Bridge instruction at the Senior Center located at 2512 Glade Road, attached as Exhibit "A".

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _____ AYES, _____ NAYS, AND _____ ABSTENTIONS ON THIS THE 18TH DAY OF FEBRUARY 2014.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

Exhibit A

CITY OF COLLEYVILLE
PARKS AND RECREATION
INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement"), dated to be effective the 11 day of February, 2014, is entered into by and between the City of Colleyville (the "City") and:

Name Jan Mogged ("Contractor")

Address 3002 Edgewood Ln, Colleyville TX 76034

Home, work and mobile phone numbers 817-851-6906

Social Security Number _____

The City and Contractor agree as follows:

1. Discrimination Prohibited The Contractor will not discriminate against anyone on the basis of race, color, national origin, age, handicap, creed, religion, sex, ancestry, or place of birth in the provision of services to the public, and will comply with all application provisions of TITLE IV of the Civil Rights Act of 1964 and the Rehabilitation Act of 1974.
2. Independent Contractor Subject to the terms and conditions of this Agreement, the City hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
3. Duties, Terms and Compensation Contractor's duties, terms of engagement and provisions for payment are set forth in the attached "Exhibit A", which may be amended from time to time. All duties performed by the Contractor under this Agreement shall be done as an independent contractor and not as an employee of the City. Contractor may not refer to himself/herself as an employee of the City. Contractor shall use his/her independent judgment and discretion in carrying out his/her duties. Contractor shall retain and exercise full control over the details and means by which he/she carries out his/her duties. Contractor agrees to comply with all applicable federal, state, and local laws, rules and regulations in carrying out his/her duties. Contractor is permitted to provide his/her services to third parties, provided such other work does not interfere with his/her duties under this Agreement. Contractor agrees to devote the necessary time, energy, attention and abilities as necessary to perform his/her duties in a timely and productive manner. Contractor agrees to make announcements to class participants from time to time as required by the City, take attendance and prepare class attendance reports for each class taught, hand-out class surveys, market City programs, and to perform other duties as the City deems reasonable and appropriate.
4. Benefits As an independent contractor, Contractor is not entitled to benefits of any kind from the City. Contractor has no claim against the City for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability insurance or related benefits, unemployment insurance benefits, or any other type of employee benefits.

5. City Policies Contractor agrees to comply with all City Parks and Recreation Department rules, procedures and policies governing City Recreational Programs and the City policies and procedures attached as "Exhibit B". Policies applicable to Contractor may be amended from time to time. Contractor agrees to enforce all applicable rules, procedures and policies during the term of this Agreement.
6. Taxes Contractor agrees and acknowledges that the City is not responsible for the withholding or the payment of any social security taxes, federal unemployment taxes, or federal income taxes. Contractor acknowledges and agrees that he/she is obligated to report to the Internal Revenue Service (IRS) all compensation he/she earns under this Agreement and to pay any and all local, state, or federal income tax due and owing on such compensation. On an annual basis, the City will prepare a Form 1099 which will reflect compensation paid to Contractor during the prior year.
7. Insurance Contractor may be required to obtain and maintain such insurance coverage as the City shall reasonably require, including but not limited to a general liability insurance policy which names the City as an additional insured and which requires at least a 30 day notice to the City of any proposed or threatened cancellation of the policy. A certificate evidencing the existence of such insurance policy or policies must be provided to the Colleyville Parks and Recreation staff within 10 days of the date Contractor signs this Agreement.
8. Instructional Materials and Expenses The Contractor is responsible for obtaining and distributing all required materials and supplies. The City and Contractor must agree in advance on the materials to be used, which will be listed by the Contractor on "Exhibit A"; and the cost for such materials will be collected by the Contractor.
9. Absences, Tardies, and Assistants Contractor is expected to be present at class location at least 15 minutes prior to the scheduled start time of each class. Contractor is responsible for hiring and paying all assistants necessary for conducting class/activity based on safe staff/participant ratios operating practices and local, state or federal standards and will assume responsibility for assistants' actions. Contractor is responsible for providing qualified substitutes and notifying the City of any such change. In the event a qualified substitute cannot be secured, the Contractor will be responsible for notifying the City and participants of any temporary change in the normal class schedule.
10. Class Audits and Evaluations Contractor agrees to allow City staff to sit in on Contractor's classes as deemed necessary by the City in order to observe and audit the classes' operation, to check attendance and to verify Contractor's adherence to curriculum, rules, policies and procedures. Staff who attend a class as part of their duties and responsibilities as a City employee or representative are not considered class participants for purposes of determining Contractor's compensation. Contractor may not allow anyone else to sit in on or observe the class without the City's prior authorization. Contractor, at City's request, will be required to administer a class evaluation and submit the results to the City.
11. Indemnity Contractor shall indemnify and hold harmless the City, its agents, elected and appointed officials, employees, and volunteers from any and all claims for bodily injury, illness, death and personal injury and property damage, including attorney's fees and all costs associated with litigation, of any nature whatsoever, whether foreseen or unforeseen, arising out of or in any way related to the activities or the Contractor and its members in exercising its rights under this Agreement.

12. Termination

12.1 If Contractor terminates this Agreement prior to the expiration date, he/she must return all compensation previously received by Contractor from the City under this Agreement.

12.2 The City shall at all times have the right to immediately terminate this Agreement for cause as reasonably determined by the City. Cause will include, but is not limited to, Contractor's arrest or conviction, being charged with a felony or Class A misdemeanor, excessive absences or tardies, failure or refusal to comply with the written policies or directive of the City, misconduct, or breach of this Agreement. Any accrued compensation owing to Contractor through the date of termination shall be paid to Contractor in full and final satisfaction of this Agreement.

12.3 In the event of Contractor's death or disability, this Agreement will terminate. Any accrued compensation owing to Contractor through the date of termination will be paid by the City to Contractor (or his/her estate) in full and final satisfaction of this Agreement. The term "disability" means Contractor's substantial inability, either mental or physical, to perform his/her duties under this Agreement as determined by the City.

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The parties have executed this Independent Contractor Agreement effective as of the day and year first above written.

THE CITY OF COLLEYVILLE

Mayor Printed Name and Signature	Date
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Library, Parks and Recreation Director Printed Name and Signature	Date
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Contractor Printed Name and Signature	Date
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Recreation & City Events Manager Printed Name and Signature	Date
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CITY OF COLLEYVILLE
PARKS AND RECREATION
INDEPENDENT CONTRACTOR AGREEMENT

"Exhibit A"
Duties, Term, Compensation and Expense Reimbursement

1. Duties. Contractor is engaged by the City as an instructor to teach the following class(es):

<u>Class</u>	<u>Beginning and Ending Class Dates</u>	<u>Key Fee</u>	<u>Day(s)/Time</u>
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Age Min: Open Max: Open Min/Max Participants: Unlimited

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Contractor agrees to follow the course curriculum/outline attached to this "Exhibit A". Any deviations from the class objectives and/or course curriculum/outline must be approved in advance by the Parks and Recreation Director or his/her designee. Course offering is subject to change without notice as determined by the City.

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The City's obligation to pay Contractor the compensation provided for in "Exhibit A" stops upon the expiration and/or termination of the Agreement.

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The City and Contractor agree that each class participant who registers for the course taught by Contractor pursuant to this Agreement will be required to pay a material's fee of \$ 0 , which will be collected by the Contractor.

CITY OF COLLEYVILLE
PARKS AND RECREATION
INDEPENDENT CONTRACTOR AGREEMENT

“Exhibit B”
Policies and Procedures

PARKS AND RECREATION ORDINANCES

The following regulations are taken from the Code of Ordinances and are enforceable.

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- Sec. 66-28** Vandalism prohibited
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- (e)** Restricted Areas. No person shall disregard, fail to observe, or otherwise violate any prohibition or direction contained upon any sign in a public park erected by the City.
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PARKS AND RECREATION PROCEDURES

The following procedures are the responsibility of the instructor while using park and recreation facilities and/or GCISD facilities if applicable.

1. Contractor and all their employees and volunteers will be subject to a criminal background check and drug test.
2. If it is found that any criminal background checks or drug tests are found to be unsatisfactory, the person(s) with the unsatisfactory criminal background or drug history will be removed from the program immediately.
3. Violation of procedures one or two will result in an immediate termination of the Agreement.
4. No deviation from regularly scheduled classes will be made without the approval of the City.
5. For outdoor recreation programs, classes will be postponed during inclement weather.
6. The final decision to postpone class will be made by the City.
7. Participants must pay for the program in advance.
8. City shall not allow more than the maximum number of participants agreed upon by Contractor and the City in a program(s), unless the Contractor and the City agree.
9. Program(s) will be cancelled if there is no prior registration or registration does not meet the minimum participant requirements agreed upon by Contractor and the City.
10. Decision to cancel program(s) will be made before the program is to begin by the City.
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15. Contractor is responsible for reading and implementing the *Colleyville Parks and Recreation Instructor Emergency Action Plan* when conducting program(s) at City and/or GCISD facilities.
16. The Contractor shall not make any improvements to City or GCISD property.

CITY OF COLLEYVILLE
PARKS AND RECREATION
INDEPENDENT CONTRACTOR AGREEMENT

"Exhibit C"
Approved Substitute Instructors

1. Substitute Instructors. The following individuals have been approved by the City to act as a substitute instructor for the course entitled _____:

<u>Name</u>	<u>Home Number</u>	<u>Work Number</u>	<u>Mobile Number</u>
-------------	--------------------	--------------------	----------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



City of Colleyville City Council Agenda Briefing

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

Agenda Number 8

Agenda Date 02/18/2014

Type Report

Department City Secretary

Title

Colleyville Library Board Meeting Minutes - October 14, 2013

Zoning Board of Adjustment Meeting Minutes - January 14, 2014

Planning and Zoning Commission Meeting Minutes - January 27, 2014

Attachments

1. Colleyville Library Board Meeting Minutes - October 14, 2013
2. Zoning Board of Adjustment Meeting Minutes - January 14, 2014
3. Planning and Zoning Commission Meeting Minutes - January 27, 2014



City of Colleyville

Colleyville Library Board

MINUTES

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

Monday, October 14, 2013
6:00 p.m.

Colleyville Public Library
110 Main Street

1. CALL TO ORDER

Chair Jerome Davis called the meeting of the Colleyville Public Library to order at 6:06 p.m.

Roll Call: Present Chairperson Jerome Davis, Board members Billie Tuttle, Thad Bolline, Kay Newton, Victoria Kennedy-Ziegler and Vernon Noronha; Library, Parks and Recreation Director Mary Rodne, Assistant City Manager/Chief Financial Officer Terry Leake, Administrative Assistant Kathy Moore

Absent Board members Charna Logan-Gray, and Pam Jones; Ex-Officio member Cecilia Monacelli

2. APPROVAL OF MINUTES

August 12, 2013

A motion was made by Kay Newton and seconded by Thad Bolline to approve the August 12, 2013 minutes as presented. **Motion approved unanimously.**

3. REGULAR AGENDA ITEMS

3a Introduction of new Colleyville Library Board members and a Tour of the Library

Jerome Davis introduced new member Vernon Noronha to the Board members and staff. Library Director Mary Rodne offered to schedule a tour at his convenience.

3b Election of the Colleyville Library Board Chair and Vice-Chair

Jerome Davis made a motion that Thad Bolline serve as Board Chair for the upcoming year and Billie Tuttle seconded the motion. Kay Newton nominated Jerome Davis as Vice-Chair and Victoria Kennedy-Ziegler seconded the motion. The motions carried with a unanimous vote.

3c Library Board Appointment Update

Library Director Mary Rodne informed Board members that Pam Jones had submitted a letter of resignation due to family issues, and noted that this would leave the Board

with two vacant positions. Rodne added that the City Secretary's office would be accepting applications through November 26, and that appointments would be made in December.

3d City of Colleyville Fiscal Year 2014 (FY2014) Budget Update

Director Rodne updated the Board on the Colleyville Public Library FY2014 budget, and announced that the City Council had approved the Library budget as submitted at the September 17, 2013, City Council meeting. It was noted that the new budget would go into effect on October 1, 2013.

Rodne stated that the new budget included a permanent part-time position for a cataloging assistant, which had previously been a temporary position. Additionally, Rodne noted that Council had approved \$145,000 from the Voluntary Park Fund for the purchase of library materials, material processing supplies and library programs, as recommended by the Board. Library Director Rodne added that due to the closing of the North Texas Library Partners, staff would be researching other sources for vendor discounts. Discussion continued concerning the types of options available throughout the State.

3e Discussion of the Colleyville Public Library tenth anniversary year events

Director Rodne stated that the planning Committee had met and that plans for the event were well underway and noted that the Committee agreed that the event should be an evening for adults.

Rodne informed the Board members that Rebecca Miller had consented to serve as the Master of Ceremonies for the evening, and noted that the event would be held 6:30 to 9:00 p.m. Additionally, Rodne noted that plans were underway for refreshments; soft music; displays highlighting programs and activities from the past ten years; tours of the Library; and a program that celebrated ten years of accomplishments, and recognition of those who have supported the Library over the years.

3f Suggested items for future agendas

It was agreed that the Board would update and approve the Meeting Room Policy at a future meeting date. Additionally, a request was made to add a review of the Library's current hours of operations as a future agenda item. The Library Board agreed to hold the next Library Board meeting on December 9, 2013 at 6:00 p.m. It was noted that staff would send out a reminder notice in late November to ensure there would be a quorum.

4. REPORTS

4a Librarian's Report

Monthly Statistics

Director Mary Rodne gave the Board an overview of the statistics for the months of August and September. Patrons had checked out a total of 39,746 items, 197 Colleyville residents had registered for library cards, library patron visits totaled 15,305, attendance for programs totaled 1,591, and volunteer hours totaled 330 hours.

Rodne also reported that the Library's fiscal year had ended on September 30, 2013, and noted that Library usage had increased over last Fiscal Year in most key performance measures. During Fiscal Year 2012-2013, patrons checked out 250,737 items, 1,282 Colleyville residents had registered for Library cards, patron visits totaled 99,009, and attendance for programs totaled 22,865. Additionally, Rodne noted that virtual visits, tracked through the Library's downloadable collection websites, were now being included in the Library's patron visit statistics.

Donations

Director Rodne reported that the Library had received a total of \$629.13 in donations in August and September. In August, donations included: \$500 from the Colleyville Lions Club for the purchase of large print books, \$47 from the Books 'n' Brunch Club for the purchase of refreshments, and \$20 from an anonymous donor for the purchase of refreshments for the Books 'n' Brunch Book Club. September donations included: \$62.13 from the Friends of the Colleyville Public Library from the sale of used books through Better World Books.

Library Programs

Director Rodne reminded Board members that the City now has a combined program brochure for the Colleyville Public Library and the Recreation Department, and noted that it was only available online. Rodne concluded that the fall program information was currently available online and that registration was open.

Rodne added that most of the classes were full and that staff was considering adding additional classes to accommodate the more popular programs. Additionally, a new program, "Home 2 Library Connection" had been added to accommodate home school patrons. Rodne concluded that a draft of the Library's Winter/Spring program brochure was due that week and it would be available online in January.

4b Friends of the Colleyville Public Library Report

President Kay Newton reported that the Friends of the Colleyville Public Library had held a general meeting on September 26. Newton stated that they had adopted a new budget and that new Executive Board officers for FY 2013-2014 had been selected. Newton announced that the new officers included: President, Kay Newton; Vice-President, Nancy Tuuling; Secretary, Billie Tuttle; and Treasurer, Vicki Smith.

Additionally, Newton reported that the evening's program topic covered the use of digital downloads, which people seemed to be very interested in.

Newton also noted that Youth Librarian Angela Bailey had accepted another position and that the Friends had donated four books to be placed at the Library in honor of Angela and her work with the Friends. Newton concluded that the Friends planned to decorate a themed holiday tree again this year in front of the City Hall for the Community Decorated tree display.

4c Colleyville Public Library Foundation Report

Mary Rodne stated that the Library Foundation had not met recently. However, Rodne noted that the Foundation was planning to meet to discuss plans for the future.

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

Board member, Vernon Noronha asked how the hours of operation for the Library were determined. Director Rodne stated the hours of operation were determined when the Library originally opened and added that funding availability and staffing were the major factors. Rodne suggested that the Board add hours of operation as a future agenda item.

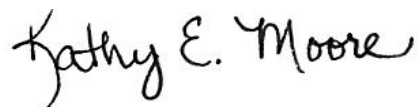
Assistant City Manager/Chief Financial Officer Terry Leake reminded the Board members that it was a requirement for anyone who serves on a Board or Committee to complete the Texas Open Meetings Act (TOMA) online training session. It was noted that the audio presentation lasts approximately one hour and that there is no test. Leake added that a code is given to obtain a certificate of completion, and explained that the certificate of completion should be forwarded to City Secretary Amy Shelley. It was agreed that staff would check to see who still needs to complete the training and that an email link would be sent to those members.

6. ADJOURNMENT

A motion was made by Kay Newton and seconded by Jerome Davis to adjourn the meeting of the Colleyville Library Board at 7:04 p.m. **Motion approved unanimously.**

APPROVED BY A VOTE OF 8 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 10th DAY OF February, 2014.

Minutes taken and prepared by:

A handwritten signature in black ink that reads "Kathy E. Moore". The signature is written in a cursive style with a large, stylized 'K' and 'M'.

Kathy Moore
Administrative Secretary



City of Colleyville Zoning Board of Adjustment Minutes

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

Tuesday, January 14, 2014

City Council Chambers

Call to Order

The Sign Board of Appeals meeting of the City of Colleyville was called to order by Board member McNosky on January 14, 2014 at 7:00 p.m.

Roll Call

Present: Board members Mike Patino (Alternate 2), Jason Elms, Mark Collier, Mike Leathers, Judson Orlando, and Dee McNosky

Absent: Board member Larry Kainer (Alternate 1)

Staff Present: Ron Ruthven, Mary Elliott, and Taci Wrisley

1. APPROVAL OF MINUTES

Board member Elms moved to approve the October 8, 2013 meeting minutes as written. Board member Collier seconded.

The motion carried by the following vote:

Aye: 6 – Patino, Elms, Leathers, Collier, Orlando, and McNosky

2. PUBLIC HEARING AGENDA ITEMS

- 2a** Request for a variance to the fence requirements in Section 3.26 in the Land Development Code on Tract 5B02, Abstract 294, of the Robert C. Chowning Survey, located at 5810 Pool Road, Case VC13-013

Mary Elliott presented the case and briefed the Board.

The public hearing was opened at 7:08 p.m.

William Stearman, applicant, came forward and briefed the Board.

Larry Fox, 2604 Highland Park Court, came forward and spoke in support of the case.

Chris Wietzer, 2605 Highland Meadow Drive, came forward and spoke in support of the case.

Board member Leathers questioned Mr. Stearman regarding whether the property was a residence and when was the property purchased. Mr. Stearman replied yes, this property is a residence and it was purchased in July of last year.

Board member Collier questioned Mr. Stearman regarding the specifics of the variance. Mr. Stearman replied they are requesting a variance to not have a 40 foot fence setback and for the fence materials.

Board member Leathers questioned Mr. Stearman regarding if the variance was granted would the gate be setback 40 feet? Mr. Stearman replied yes.

Board member Patino questioned Mr. Wietzer regarding how long his fence on the adjoined property had been there. Mr. Wietzer replied since the early nineties.

Board member McNoskey questioned Mr. Stearman regarding whether his fence would be in-line with the other fences on the adjacent properties. Mr. Stearman replied yes.

Board member Leathers questioned Mr. Stearman regarding if any consideration had been given to building a fence that would meet the code. Mr. Stearman replied their main desire to building the proposed fence is to diminish noise.

Board member Orlando questioned Mr. Stearman regarding his decision to use the material that was being proposed. Mr. Stearman replied the material is more durable and will withstand time and the elements.

Mr. Wietzer came forward and expressed his thoughts on the materials that were proposed for the fence.

Board member Elms questioned Mr. Stearman regarding whether any thought had been given to using other concepts for noise abatement, such as live screening. Mr. Stearman replied they would like a maintenance free screening.

Board member Collier questioned staff regarding whether the properties in the exhibits all had been granted variances. Ron

Ruthven explained the differences in the fences that were used as exhibits.

Board member McNoskey questioned staff regarding whether there was a precedent set for fences along Pool Road and Glade Road with regards to solid construction and height. Ron Ruthven replied with code changes, in recent years, had led to fewer cases for fence variances. He further explained homeowners were choosing to plant living screenings for more privacy or to set their homes further back from the roadway.

Board member Collier questioned staff regarding the gate on the adjacent subdivision and whether it met code. Ron Ruthven replied yes, because the rest of the fence is made of wrought iron, the fence and gate was not more than 25 percent solid construction.

There being no one else wishing to speak, the public hearing was closed at 7:27 p.m.

Discussion occurred between staff and the Board regarding the fence materials of adjacent properties.

The public hearing was reopened at 7:29 p.m.

Larry Fox, 2604 Highland Park Court, came forward and described the layout of his subdivision, directly to the South of the subject property.

There being no one else wishing to speak, the public hearing was closed at 7:30 p.m.

Board member McNoskey stated she understood the request and the need for noise abatement along roads such as Pool Road.

Board member Elms stated while there was not a hardship with this request, he believed that a variance could be granted due to keeping the aesthetics along Pool Road.

Board member Orlando questioned staff regarding whether the Board could make conditions if the variance was granted. Ron Ruthven replied yes.

Board member McNoskey questioned Mr. Stearman regarding if he would accept conditions if granted the waiver with regards to columns or matching adjacent subdivision's fence aesthetics. Mr. Stearman called his builder, Todd Sternfeld, to come forward and show an

example of the fence they were proposing.

Board member Leathers questions Mr. Sternfeld regarding whether it was possible to create larger columns with the type of fence they were proposing. Mr. Sternfeld replied yes.

Discussion continued between the Board and Mr. Sternfeld regarding the possibility of adding columns to the fence and adding landscaping.

Board member Orlando made a motion to continue Case VC13-013 to the February 11, 2014 meeting in order give the applicant time to submit detailed color renderings of the proposed fence. Board member Leathers seconded.

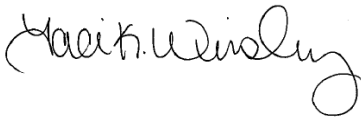
The motion to continue Case VC13-013 to the February 11, 2014 meeting in order give the applicant time to submit detailed color renderings of the proposed fence carried by the following vote:

Aye: 5 – Leathers, Elms, Collier, Orlando, and McNoskey

3. ADJOURNMENT

The meeting adjourned at 8:00 p.m.

Minutes were written and prepared by:



Taci Wrisley
Planning and Zoning Assistant

The meeting minutes were approved on February 11, 2014 by a vote of 4-0.



City of Colleyville Planning and Zoning Commission Minutes

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

Monday, January 27, 2014

City Council Chambers

CALL MEETING TO ORDER

The Planning and Zoning Commission meeting of the City of Colleyville was called to order by Chairman Byerly on January 27, 2014 at 7:10 p.m.

Roll Call

Present: Commissioners Larry Knox, Caryl Tornes, David Wheelwright, Jim Gotcher, Don Davis, David Phelps, and Chairman Jeff Byerly

Staff Present: Ron Ruthven, Mary Elliott, Taci Wrisley, Rob McKeown, Dan Hartman, Marty Wieder, and Matt Butler (City Attorney)

1. APPROVAL OF MINUTES

Commissioner Tornes made a motion to approve the minutes as corrected. Commissioner Phelps seconded.

The motion to approve the minutes as corrected carried by the following vote:

Aye: 7 – Knox, Tornes, Wheelwright, Gotcher, Davis, Phelps, and Byerly

2. CITIZEN COMMENTS/PRESENTATIONS REGARDING ITEMS NOT ON THE AGENDA AS A PUBLIC HEARING ITEM

There were no citizen comments/presentations regarding items not on the agenda as a public hearing item.

3. REGULAR AGENDA ITEMS

- 3a** Request for a replat on 1.4 acres of Abstract 1248 of the Thomas J. Polson Survey and Tract A, Block 1, of the Kaybird Addition located at 4712 Colleyville Boulevard, Case PC13-029

Mary Elliott presented the case and briefed the Commission.

Commissioner Wheelwright questioned staff regarding if the street adjacent to the property was Colleyville Boulevard. Mary Elliott replied correct.

The applicant was not present to address questions or comments.

Commissioner Phelps made a motion to approve Case PC13-029. Commissioner Davis seconded.

The motion to approve Case PC13-029 carried by the following vote:

Aye: 7 – Knox, Tornes, Wheelwright, Gotcher, Davis, Phelps, and Byerly

4. PUBLIC HEARING AGENDA ITEMS

- 4a** Request for a replat on 2.547 acres of Lot B1A, A1B, B3, and B2, Block 4, of the W. C. Newton Subdivision, located at 708 W. L. D. Lockett Road, Case PC13-030

Mary Elliott presented the case and briefed the Commission.

Commissioner Phelps questioned staff regarding whether the notification process was the same for a plat case as it is for a zoning case. Ron Ruthven replied the procedure is not the same for plat cases and zoning cases.

Commissioner Tornes questioned staff regarding whether a preliminary drainage study had been submitted to the City. Ron Ruthven replied correct.

The public hearing was opened at 7:22 p.m.

Peter Slover, applicant, came forward and briefed the Commission.

Commissioner Phelps questioned Mr. Slover regarding the proposed drainage plan. Mr. Slover described the flow of drainage of the development.

Discussion continued between the Commission and Mr. Slover regarding drainage.

Commissioner Tornes questioned staff regarding whether the developer would need approval to allow Lot 1 to drain to the adjacent subdivision's drainage pond. Mary Elliott replied no.

Commissioner Wheelwright questioned Mr. Slover regarding whether the elevation of Lot 4 would be built up because it is a lower elevation

than the rest of the property. Mr. Slover replied he believes they will move dirt from the high point of the property to even out the elevation of the lots.

There being no one else wishing to speak, the public hearing was closed at 7:26 p.m.

Commissioner Tornes questioned staff regarding whether anyone on staff was okay with the proposed drainage plan. Dan Hartman replied he believed it would work.

Commissioner Wheelwright questioned Dan Hartman regarding the direction drainage would flow from Lot 3 and Lot 4 in the proposed development. Dan Hartman replied the drainage will flow through the drainage easement between Lot 3 and Lot 4 to the drainage easement located to the East, in the Country Way Addition, and finally to W. L. D. Lockett Road.

Commissioner Davis made a motion to approve Case PC13-030. Commissioner Gotcher seconded.

The motion to approve Case PC13-030 carried by the following vote:

Aye: 7 – Knox, Tornes, Wheelwright, Gotcher, Davis, Phelps, and Byerly

4b Consideration for approval of amendments to Section 3.27- Carport Regulations in the Land Development Code, Case GC13-026

Mary Elliott presented the case and briefed the Commission.

Commissioner Phelps questioned staff regarding whether other cities, that have carport regulations, use the same regulations for residential and non-residential. Mary Elliott replied correct. She further explained some cities handle carports as additional accessory buildings.

Commissioner Tornes questioned staff regarding whether the new carport regulations would have the same purpose as the architectural standards the City recently adopted. Ron Ruthven replied correct.

Commissioner Phelps questioned staff regarding if thought should be given to whether the carport would be attached or detached and is the location a plus or minus. Mary Elliott replied she believes this is a personal preference. Commissioner Phelps stated he wanted to avoid

carports being constructed to add points to their building score. Discussion continued regarding building score values and carports.

The public hearing was opened at 7:39 p.m.

There being no one wishing to speak, the public hearing was closed at 7:39 p.m.

Commissioner Phelps stated as part of the motion he would like to keep in mind the discussion from the pre-session to change the language of Section 2(e) regarding pave-stone or concrete to read all-weather surface.

Commissioner Knox made a motion to approve Case GC13-026 with the following condition: Section 2(e) of the proposed regulations shall be changed to read as follows: "Paving and Street Access" The parking area underneath a carport shall be paved with concrete, asphalt or pave-stone." Commissioner Tornes seconded.

Commissioner Gotcher stated he would like to add an amendment to the motion for Section 2(f)I with regards to language for the roof pitch requirements.

Discussion occurred amongst staff and the Commission regarding language options for the amendment to the roof pitch requirements.

Commissioner Gotcher stated he would like for the amendment to Section 2(f)I to include the language for attached carports to be consistent with the primary roof pitch of the primary structure.

Commissioner Knox and Commissioner Tornes both accepted the amendment.

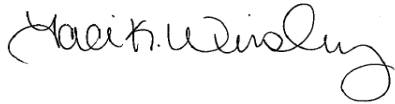
The motion to approve Case GC163-026 with the following conditions: 1) Section 2(e) of the proposed regulations shall be changed to read as follows: "The parking area underneath a carport shall be paved with concrete, asphalt or pave-stone." 2) Section 2(f)I of the proposed regulations shall be changed to read as follows: "Attached carports to be consistent with the primary roof pitch of the primary structure." carried by the following vote:

Aye: 7 – Knox, Tornes, Wheelwright, Gotcher, Davis, Phelps, and Byerly

5. ADJOURNMENT

The meeting adjourned at 7:46 p.m.

The minutes were written and prepared by:



Taci Wrisley
Planning and Zoning Assistant

The meeting minutes were approved on February 10, 2014 by a vote of 5-0.

RESOLUTION R-14-3725

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR
CITY COUNCIL MEETING OF
FEBRUARY 18, 2014**

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 18TH DAY OF FEBRUARY 2014.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor