



City of Colleyville City Council Agenda

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

Tuesday, March 18, 2014

City Council Chambers

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

CALL TO ORDER

- PC-1** Presentation of the 2014 Citizen Survey results
- PC-2** Discussion of second story window requirements for new residential construction
- PC-3** Update and discussion on the SH26/Colleyville Boulevard Reconstruction Project, and the Tinker Road/Oak Pointe Drive and SH26 Intersection
- PC-4** Discussion of a date to conduct a worksession for the Glade Road Project and Development Review Process
- PC-5** Presentation of the Monthly Financial Report - February 2014
- PC-6** Discussion of the March 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 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities

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

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

INVOCATION: Pastor Brandon Beard, Compass Christian Church

PLEDGE OF ALLEGIANCE: City Attorney Matthew Boyle

2. EXECUTIVE SESSION: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - Resolution R-14-3726

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

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

Presentation from the Viva La Run race series with Costa Vida and Brooks Shoes, sponsored by Luke's Locker, 5505 Colleyville Boulevard, Suite 102 - Mark Murphy and Paul Hudson - Mayor David Kelly and Economic Development Director Marty Wieder

In recognition of Colleyville's featured business - HOOKS U Salsa, P.O. Box 124, Colleyville, Zoubida Hooks, Owner/Creator - Mayor David Kelly and Economic Development Director Marty Wieder

Recognition of employees' years of service

4. CONSENT: READING AND PUBLIC HEARING - Resolution R-14-3727

4a Approval of the minutes of the regular City Council meeting of February 18, 2014

4b Approval of the minutes of the City Council Worksession of March 3, 2014

- 4c** Approval of a Toshiba Business Solutions Lease and Maintenance Agreement for multi-function photocopiers, for a period of 63 months, and authorizing the city manager to execute the agreement
- 4d** Approval of a construction contract with JLB Contracting, LLC, for the Fiscal Year 2014 Street Reclamation and Miscellaneous HMA Project, in an amount not to exceed \$1,967,150, with an option to renew four additional years, and authorize the city manager to execute the contract

5. CONTINUED: READING AND PUBLIC HEARING

5a 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

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

6a Ordinance O-14-1911

Approval of an amendment to the Code of Ordinances, Part II, Appendix A, Water and Sewer Policy and Procedures Manual, relating to the rates for use of fire hydrant meters

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-14-3728

Consideration of appointments to the Colleyville Center Advisory Committee

7b Resolution R-14-3729

Consideration of appointments to the Colleyville Tree Board

7c Resolution R-14-3730

Consideration of appointments to the Park Land Dedication Committee

7d Resolution R-14-3731

A resolution authorizing participation in, and acceptance of, non-matching grant funding for the mobile crime scene unit, and designating the city manager as the authorized official

7e Resolution R-14-3732

Approval of a preliminary plat on 97 acres of Abstract 685 of the John H. Havens Survey, and Abstract 1734 of the S.C.H. Witten Survey, located in the 4900 block of Heritage Avenue, Case PC13-027

7f Resolution R-14-3733

Consideration of a waiver request to Section 42-27(13)c(8) of the Colleyville Code of Ordinances regarding restrictions on construction working hours

8. CITIZEN COMMENTS/PRESENTATIONS REGARDING ITEMS NOT ON THE AGENDA**9. REPORTS**

Parks and Recreation Advisory Board Meeting Minutes - October 21, 2013
Planning and Zoning Commission Meeting Minutes - February 10, 2014

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR MARCH 18, 2014 - Reading and Public Hearing - Resolution R-14-3734**11. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards Friday, March 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

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

Agenda Number PC-1

Agenda Date 03/18/2014

Type Pre Council

Department City Manager

Title

Presentation of the 2014 Citizen Survey results

Explanation

This item is provided for presentation and discussion of the 2014 Citizen Survey results. The citizen survey has been completed on a biennial basis beginning in 2010, and is one of the most important mechanisms by which, citizen feedback on priorities and satisfaction levels is gathered. The results of the 2014 Citizen Survey provide the foundation for the City's strategic plan, annual budget, and all other major efforts, including the comprehensive plan, which is currently underway.

The methodology of the 2014 Citizen Survey was discussed with the City Council at the Pre Council Meeting on October 2, 2013. Staff was directed to move forward with a hard copy survey to be mailed to all households, with the alternate option of completing the survey online being available as well. It was decided that it was more important to make the survey available for all citizens, rather than solicit feedback from a statistically significant random sample of the population. Andrea Thomas, of National Service Research, was engaged as a consultant for the 2014 Citizen Survey. National Service Research developed the survey instrument (attached), compiled all results, and prepared the attached presentation.

On January 2, 2014, the 2014 Citizen Survey was mailed to all households in Colleyville and the online link was active on the City website. The survey was advertised on the main page of the City's website, on the City's Facebook page, in the *E-Communicator* (sent weekly with direct links to the survey), in the *Colleyville Communicator* through utility bills, in the Chamber publication, on the City cable channel, in an email announcement to the Boards, Commissions, and Committees, homeowners associations' email lists, and at the State of the City event through a reminder in the presentation and computer stations that were available to use to complete the survey online while at the event.

Attachments

1. 2014 Citizen Survey
2. 2014 Citizen Survey Results Presentation



An important message for Colleyville citizens

This is the biennial citizen survey. Your opinions and perspectives shape the plans and actions of the City of Colleyville. The survey will help us gauge how we're doing, but more importantly, it plays a critical role in determining the programs and initiatives we pursue. Citizen responses on previous surveys have influenced our approach to funding roads and infrastructure, helped the city target retailers that citizens desire, led to stronger regulations for door-to-door solicitors, and brought about an increase in public meetings and opportunities for public input. This year's survey also includes questions related to the upcoming comprehensive plan that will guide Colleyville's future physical development.

Please take a few minutes to complete the survey. Your answers will be anonymous. Simply fold and tape the survey so the return address to National Service Research is visible and mail it. As an alternative you may complete the survey online by visiting **Colleyville.com** and clicking on the **2014 Citizen Survey** feature. **All surveys must be returned or completed online by Jan. 31, 2014.**

Thank you for your invaluable participation.

Mayor David Kelly

*Mayor Pro Tem Mike Taylor
Councilmember Chuck Mogged
Councilmember Jody Short*

*Councilmember Carol Wollin
Councilmember Stan Hall
Councilmember Tom Hart*

Communication Preferences	1a. How do you currently get information about the City of Colleyville? <i>(Check all that apply)</i>		
	☐ City e-news/e-communicator ☐ City website (colleyville.com) ☐ City's Facebook page ☐ City cable channel ☐ City Council and/or City Staff ☐ Community meetings	☐ CodeRED (in emergencies) ☐ Call on Colleyville ☐ Webcast of public meetings ☐ Utility bill newsletter (<i>Communicator</i>) ☐ Local newspaper, magazine, radio, TV ☐ Other _____	☐ YouTube ☐ None
	1b. Are there other ways you would like the City of Colleyville to communicate with you? <i>(Check all that apply)</i>		
	☐ Twitter ☐ LinkedIn ☐ Instagram	☐ Mobile Apps ☐ Blogs ☐ No need for other forms of communications from the City	☐ Other _____
1c. How would you like to complete this biennial citizen survey in the future?			
☐ Hard copy by mail			
☐ Online from the City's website			
☐ Other _____			

Use of City Services	2. How frequently do you or your household members do the following in Colleyville?					
	<i>(Check one box for each)</i>	At least weekly	At least monthly	Few times a year	Rarely	Never
	Watch/attend a public meeting	☐	☐	☐	☐	☐
	Watch the City's cable channel	☐	☐	☐	☐	☐
	Contact the City with a question	☐	☐	☐	☐	☐
	Visit City's website (colleyville.com)	☐	☐	☐	☐	☐
	Visit the Colleyville Public Library	☐	☐	☐	☐	☐
	Visit a city park	☐	☐	☐	☐	☐
	Walk or bike on a City trail	☐	☐	☐	☐	☐
	Use the Colleyville Center	☐	☐	☐	☐	☐
	Use the Colleyville Senior Center	☐	☐	☐	☐	☐

Satisfaction with City Performance	3. How satisfied are you with the City of Colleyville's performance for each of the following areas?					
	<i>(Check one box for each)</i>	Very Satisfied	Satisfied	Dis-satisfied	Very Dissatisfied	No Opinion
	Encouraging economic growth	☐	☐	☐	☐	☐
	Effective zoning and land use regulations	☐	☐	☐	☐	☐
	Managing City funds	☐	☐	☐	☐	☐
	Welcoming citizen involvement	☐	☐	☐	☐	☐
	Listening to citizens	☐	☐	☐	☐	☐
	Planning for the future needs of residents	☐	☐	☐	☐	☐
	Developing a future vision for the city	☐	☐	☐	☐	☐
	Value of services for taxes paid	☐	☐	☐	☐	☐
	Maintaining quality of life	☐	☐	☐	☐	☐
Transparency in decision making	☐	☐	☐	☐	☐	

Transportation Issues	4. How important is it for the City of Colleyville to address the following transportation issues in the near future?					
	<i>(Check one box for each)</i>	Very Important	Important	Not Very Important	Not At All Important	No Opinion
	Traffic on Glade Road	☐	☐	☐	☐	☐
	Traffic on Cheek-Sparger Road	☐	☐	☐	☐	☐
	Neighborhood traffic <i>(please indicate where):</i>	☐	☐	☐	☐	☐
	Better sidewalks/trails for bicycles or walking:	☐	☐	☐	☐	☐
	• On Colleyville Boulevard • Other _____	☐	☐	☐	☐	☐
Eliminate bar ditches on city streets	☐	☐	☐	☐	☐	
Add wayfinding signs along major thoroughfares	☐	☐	☐	☐	☐	

Appearance / Safety	5. How satisfied or dissatisfied are you with?					
	<i>(Check one box for each)</i>	Very Satisfied	Satisfied	Dis-satisfied	Very Dissatisfied	No Opinion
	Overall appearance of your neighborhood	☐	☐	☐	☐	☐
	Overall safety of your neighborhood	☐	☐	☐	☐	☐
	Overall appearance of Colleyville	☐	☐	☐	☐	☐
	Overall safety of Colleyville	☐	☐	☐	☐	☐

City Employee Contact	6. If you have had contact with a City of Colleyville employee within the past year, how satisfied were you with the following?					
	<i>(Check one box for each; skip to Q7 if no contact)</i>	Very Satisfied	Satisfied	Dis-satisfied	Very Dissatisfied	Does Not Apply
	General courtesy	☐	☐	☐	☐	☐
	Directing you to the appropriate department/person	☐	☐	☐	☐	☐
	Seemed concerned about my issue	☐	☐	☐	☐	☐
	Appropriate staff returned my call/email promptly	☐	☐	☐	☐	☐
	My issue was adequately addressed	☐	☐	☐	☐	☐
	Received timely follow-up from City to ensure my issue was addressed	☐	☐	☐	☐	☐
	Other comments regarding contact with City employees:					

Quality of Life in Colleyville	7a. How satisfied are you with Colleyville:					
	<i>(Check one box for each)</i>	Very Satisfied	Satisfied	Dis-satisfied	Very Dissatisfied	No Opinion
	As a place to live	☐	☐	☐	☐	☐
	As a place to raise a family	☐	☐	☐	☐	☐
	As a place to do business	☐	☐	☐	☐	☐
	As a place to work	☐	☐	☐	☐	☐
	As a place to retire	☐	☐	☐	☐	☐
	Overall image/reputation	☐	☐	☐	☐	☐
	Overall quality of life	☐	☐	☐	☐	☐
	Overall quality of City services	☐	☐	☐	☐	☐
	7b. During the time you have lived here, do you think that as a community Colleyville has (check one box):					
	☐ Changed for the better		☐ Remained the same			
	☐ Changed for the worse		☐ No opinion			
	7c. Name a city or place you have visited or lived that you wish Colleyville could be more like and WHY?					
7d. What ONE thing makes Colleyville a unique place to live?						

Satisfaction with City Services	8. How satisfied or dissatisfied are you with the following services provided by the City of Colleyville?					
	<i>(Check one box for each; check "No Opinion" if you have not used the service in the last 24 months)</i>	Very Satisfied	Satisfied	Dis-satisfied	Very Dissatisfied	No Opinion
	Fire protection	☐	☐	☐	☐	☐
	Emergency medical services	☐	☐	☐	☐	☐
	Police protection	☐	☐	☐	☐	☐
	Traffic enforcement	☐	☐	☐	☐	☐
	Addressing traffic congestion	☐	☐	☐	☐	☐
	Code enforcement	☐	☐	☐	☐	☐
	Animal control	☐	☐	☐	☐	☐
	Trash/recycle service	☐	☐	☐	☐	☐
	Street maintenance/repairs	☐	☐	☐	☐	☐
	Sidewalk maintenance/repairs	☐	☐	☐	☐	☐
	Water/sewer services	☐	☐	☐	☐	☐
	Storm drainage/flooding	☐	☐	☐	☐	☐
	Municipal Court	☐	☐	☐	☐	☐
	Community events/festivals	☐	☐	☐	☐	☐
	Library services and programs	☐	☐	☐	☐	☐
	Library hours	☐	☐	☐	☐	☐
	Library printed material collection	☐	☐	☐	☐	☐
	Library videos/audio books / downloadable materials	☐	☐	☐	☐	☐
	Parks in Colleyville	☐	☐	☐	☐	☐
	Trails in Colleyville	☐	☐	☐	☐	☐
	Senior Center programs	☐	☐	☐	☐	☐
	Senior Center hours	☐	☐	☐	☐	☐
	Adequate meeting space at Colleyville Center (for rental)	☐	☐	☐	☐	☐
	Keeping citizens informed about City business	☐	☐	☐	☐	☐
	Providing adequate forums for public input	☐	☐	☐	☐	☐
Retaining existing businesses	☐	☐	☐	☐	☐	
Attracting new businesses	☐	☐	☐	☐	☐	

Events / Programs	9. In which City of Colleyville special event(s) or program(s) have you or other household members participated within the past 12 months?	
	<i>(Check all that apply)</i>	
☐ Holly Colley Holiday	☐ Art class	
☐ Red, White and Sousa	☐ Senior class/program	
☐ Old Tyme Bar-B-Q	☐ Senior day trip	
☐ Spring Clean Sweep	☐ Library Summer Reading Program/Finale	
☐ Haunted Trail Fest	☐ Attended a meeting/event at Colleyville Center	
☐ Recreation class	☐ Book club	
☐ None	☐ Other _____	

Parks and Recreation Facilities	10a. How important is it for the City of Colleyville to address the following park and recreation issues in the near future?					
	<i>(Check one box for each)</i>	Very Important	Important	Not Very Important	Not At All Important	No Opinion
	Upgrade facilities in existing parks	☐	☐	☐	☐	☐
	Provide additional trails and sidewalks	☐	☐	☐	☐	☐
	Add shade covers to park amenities	☐	☐	☐	☐	☐
	Provide more pavilions for public use	☐	☐	☐	☐	☐
	Additional athletic fields	☐	☐	☐	☐	☐
	Add indoor space for recreation programs	☐	☐	☐	☐	☐
	Add or enhance outdoor space for community special events	☐	☐	☐	☐	☐
	10b. Which park do you visit most?					
	10c. What improvements, if any, are needed at that park?					

Retail Goods and Services	11a. How frequently do you or your household members do the following in Colleyville?					
	<i>(Check one box for each)</i>	At least weekly	Several times a month	At least monthly	Rarely	Never
	Dine out	☐	☐	☐	☐	☐
	Shop for groceries	☐	☐	☐	☐	☐
	Shop for apparel/shoes	☐	☐	☐	☐	☐
	Shop for hardware or gardening supplies	☐	☐	☐	☐	☐
	Shop at specialty stores (bakery, pet, framing, stationary, florist, etc.)	☐	☐	☐	☐	☐
	Go to the movies	☐	☐	☐	☐	☐
	Use a medical service	☐	☐	☐	☐	☐
	Use a specialty service (legal, beauty, etc.)	☐	☐	☐	☐	☐
	11b. Rate the following statement: I can generally find what I need in the way of restaurants and retailers in Colleyville?					
	☐ Strongly Agree ☐ Agree ☐ Disagree ☐ Strongly Disagree ☐ No opinion					
11c. What item(s) or service(s) have you attempted to purchase in Colleyville that you were unable to find in Colleyville?						

Needed Businesses in Colleyville	12. Which of the following types of businesses are needed in Colleyville?				
	<i>(Check one box for each)</i>	Definitely Needed	Somewhat Needed	Not Needed	No Opinion
	Small retail stores (boutiques)	☐	☐	☐	☐
	Medium-sized retail stores	☐	☐	☐	☐
	Large retail stores	☐	☐	☐	☐
	Professional services (medical, legal, health and beauty, etc.)	☐	☐	☐	☐
	Major supermarkets	☐	☐	☐	☐
	Fast food restaurants	☐	☐	☐	☐
	Sit-down restaurants	☐	☐	☐	☐
	Outdoor entertainment venues (sports, etc.)	☐	☐	☐	☐
	Indoor entertainment venues (movie, live theater, art, etc.)	☐	☐	☐	☐
	Mixed-use developments with retail, residential, office, hotel components	☐	☐	☐	☐
	General services (i.e. auto, home repair)	☐	☐	☐	☐
	Hotel	☐	☐	☐	☐
	Other:				

Neighborhood Issues Needing Attention	13a. What concerns are important to address in your neighborhood?				
	What neighborhood do you live in? _____				
	<i>(Check one box for each)</i>	Definitely Needs Attention	Needs Some Attention	No Attention Needed	No Opinion
	Houses in need of repair	☐	☐	☐	☐
	Stray animals	☐	☐	☐	☐
	Door-to-door solicitations	☐	☐	☐	☐
	Litter	☐	☐	☐	☐
	Fences in disrepair	☐	☐	☐	☐
	Availability of sidewalks/trails	☐	☐	☐	☐
	Condition of sidewalks/trails	☐	☐	☐	☐
	Condition of neighborhood streets	☐	☐	☐	☐
	Crime	☐	☐	☐	☐
	Traffic congestion/speeding	☐	☐	☐	☐
	Condition of major streets leading into your neighborhood	☐	☐	☐	☐
	13b. Are there any major streets leading into your neighborhood that need attention?				
13c. If you could change/enhance anything in your neighborhood what would it be?					

Issues in Colleyville	14a. How important do you feel it is for the City of Colleyville to focus on each of these issues related to living in Colleyville over the next five to 10 years? (NOTE: Some of these may be outside the City's direct jurisdiction, but important enough for the City to influence.)					
	(Check one box for each)	Very Important	Important	Not Very Important	Not At All Important	No Opinion
	A. Address traffic congestion	☐	☐	☐	☐	☐
	B. Slow down traffic in neighborhoods	☐	☐	☐	☐	☐
	C. Improve infrastructure (roads, water, sewer, City buildings, parks)	☐	☐	☐	☐	☐
	D. Address drainage/ flooding	☐	☐	☐	☐	☐
	E. Enhance code enforcement for homes and commercial property appearance	☐	☐	☐	☐	☐
	F. Improve existing sidewalks and trails	☐	☐	☐	☐	☐
	G. Construct additional sidewalks and trails	☐	☐	☐	☐	☐
	H. Create more trail connections throughout Colleyville	☐	☐	☐	☐	☐
	I. Expand recreation programs and activities	☐	☐	☐	☐	☐
	J. Invest more in open space	☐	☐	☐	☐	☐
	K. Improve existing parks	☐	☐	☐	☐	☐
	L. Invest in public art/provide cultural opportunities	☐	☐	☐	☐	☐
	M. Enhance community events and festivals	☐	☐	☐	☐	☐
	N. Create outdoor community and public event space	☐	☐	☐	☐	☐
	O. Encourage community and neighborhood beautification	☐	☐	☐	☐	☐
	P. Increase online library collection	☐	☐	☐	☐	☐
	Q. Provide more access to information about the City	☐	☐	☐	☐	☐
	R. Enhance entrances/ gateways into Colleyville	☐	☐	☐	☐	☐
	S. Guide the design of new commercial buildings	☐	☐	☐	☐	☐
	T. Improve appearance of Colleyville Blvd. corridor	☐	☐	☐	☐	☐
	U. Attract more retail and commercial services	☐	☐	☐	☐	☐
V. Allow unique housing types (such as brownstones) in compatible locations	☐	☐	☐	☐	☐	

City Investment	14b. From the previous section (14a) write the letter (A, B, C, etc.) of your top three priorities: 1. _____ 2. _____ 3. _____
	From the previous section (14a) write the letter (A, B, C, etc.) of your lowest three priorities: 1. _____ 2. _____ 3. _____

Demographics	15a. Do you live within the Colleyville city limits? ☐ Yes ☐ No
	15b. Which of the following applies to the head of household members? (Check all that apply) ☐ Works in Colleyville ☐ Retired ☐ Other _____ ☐ Works outside Colleyville ☐ Student ☐ Does not work outside home ☐ Unemployed
	15c. If applicable, your WORK zip code: _____
	15d. How long have you lived in Colleyville? ☐ Less than 1 year ☐ 4 to 7 years ☐ 11 to 20 years ☐ 1 to 3 years ☐ 8 to 10 years ☐ More than 20 years
	15e. Do you own or rent your home? ☐ Own ☐ Rent
	15f. Do you have any children living in your household in any of the following age groups? (Check all that apply) ☐ Under age 6 ☐ 13 to 18 years old ☐ No children in household ☐ 6 to 12 years old ☐ 19 to 24 years old
	15g. Do you have an older parent or relative living with you? ☐ Yes ☐ No
	15h. Your age? ☐ Under 18 ☐ 25 to 34 ☐ 45 to 54 ☐ 65 to 74 ☐ 18 to 24 ☐ 35 to 44 ☐ 55 to 64 ☐ 75 or older
	15i. Are you: ☐ Male ☐ Female
	15j. Identifying your basic geographic location provides greater context when analyzing your responses. To help us do that, please select your Colleyville recycling day below: ☐ Monday ☐ Thursday ☐ Tuesday ☐ Friday ☐ I don't know



2014 Citizen Survey Results

Overview



- Research Methodology
- Q1a through Q14b
- Demographic Characteristics
- Summary of Findings

Survey Instrument

- Consultant: Andrea Thomas, National Service Research
- Mailed survey to all households (8,200) in Colleyville
 - mailed January 2, 2014
- Option of completing the survey on paper or online
 - online link active January 2-31, 2014

Research Methodology



Responses

- 2014 Survey: 1,323 responses (825 mail; 498 online)
- 2012 Survey: 1,665 responses (1,070 mail; 595 online)
- 2010 Survey: 1,677 responses (1,412 mail; 265 online)

Research Methodology



Technical Notes

- Responses provided a margin of error of plus or minus 3.0% at a 95% confidence level
- All questions were optional to answer, therefore, the base number of respondents on each question varied

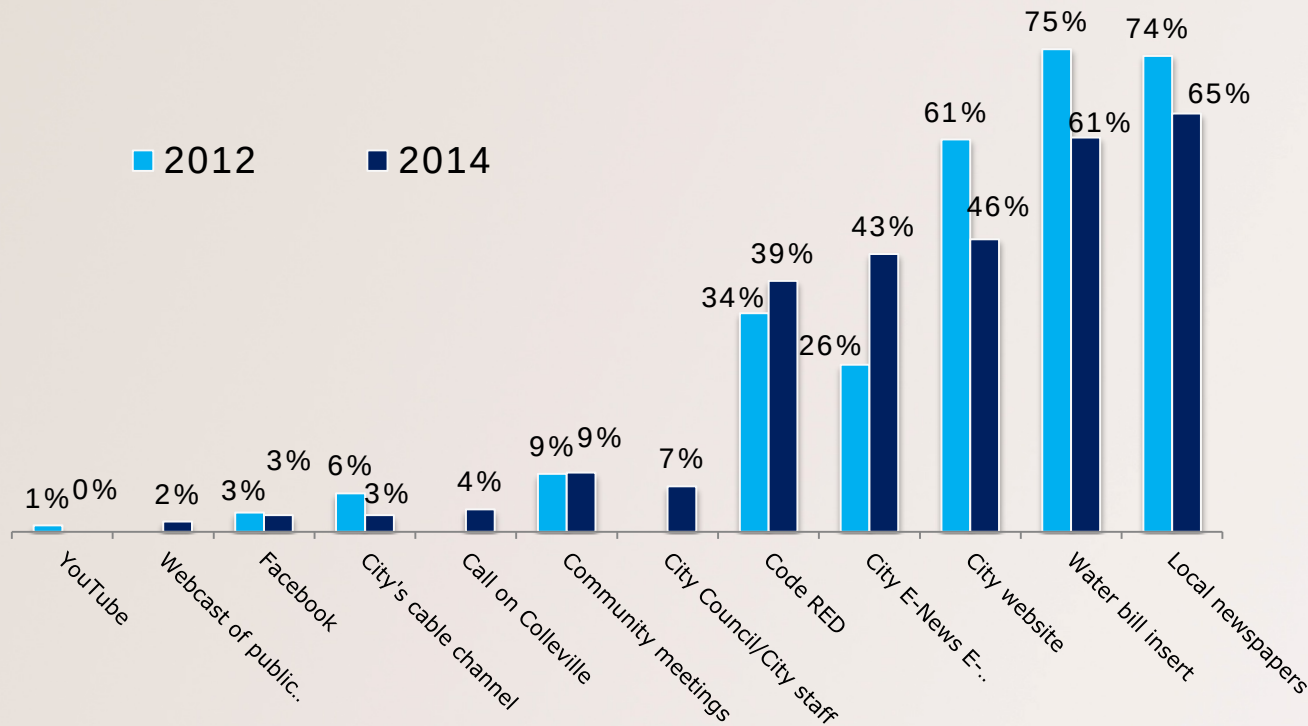
Context

- Results presented are for all respondents and are not cross-tabulated by demographics; this data is available if needed
- No opinion responses removed for accurate comparison to prior years on questions with multi-year comparison

Communication Preferences



Q1a-How do you currently get information about the City of Colleyville?



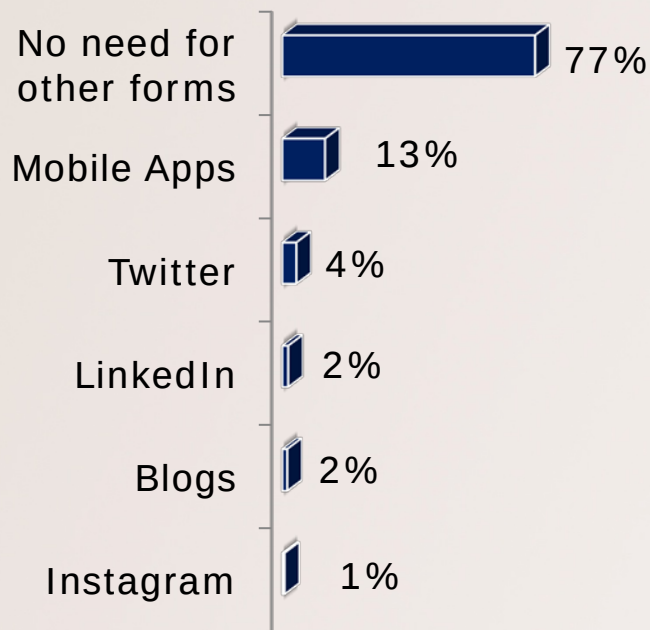
2012 Question: Indicate if you have utilized any of the following to obtain information about the City or its services in the last 12 months?

2010 No comparable question

Communication Preferences



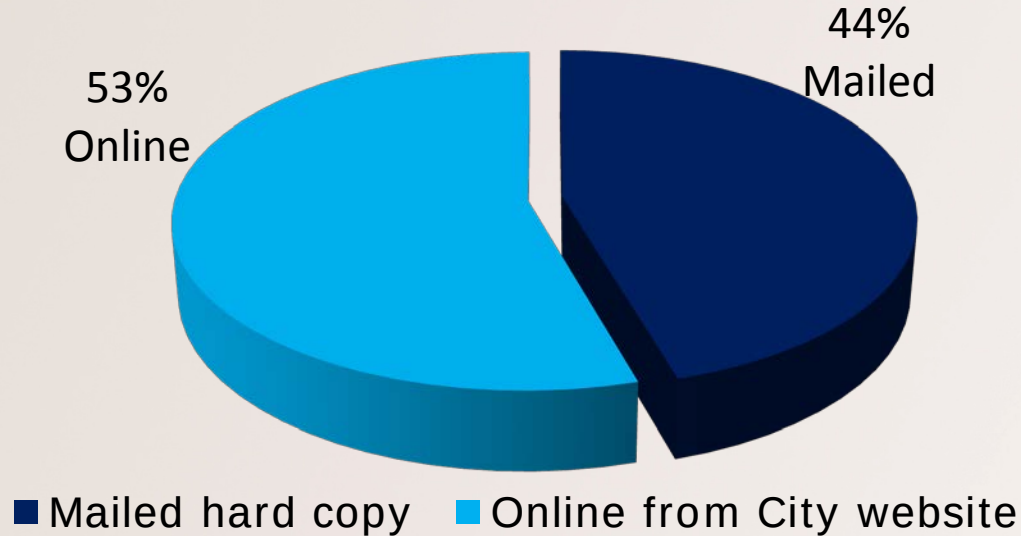
Q1b-Are there other ways you would like the City of Colleyville to communicate?



Communication Preferences



Q1c-How do you prefer to complete this biennial citizen survey in the future:

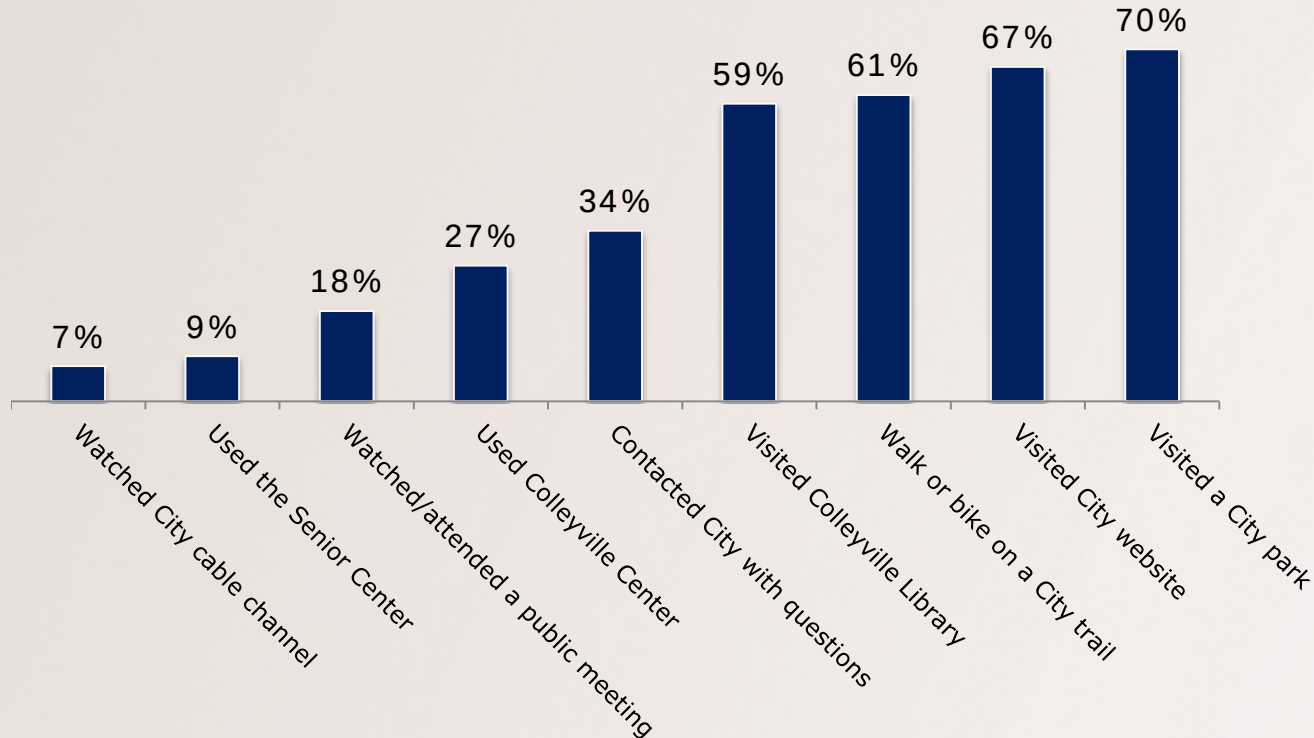


Use of City Services



Q2-How frequently do you or your household members do the following in Colleyville?

(Chart Data Shows Frequency of Use - FEW TIMES A YEAR OR MORE)



Use of City Services



Q2-How frequently do you or your household members do the following in Colleyville?

Use of City Services	Frequency				
	At least weekly %	At least monthly %	Few times a year %	Rarely %	Never %
Visit a City park	16	26	28	19	11
Walk or bike on a City trail	21	20	20	18	21
Visit the Colleyville Public Library	8	23	28	21	20
Visit City's website	2	20	45	20	13
Use the Colleyville Center	2	5	20	37	36
Use the Colleyville Senior Center	3	2	4	14	77
Watch/attend a public meeting	1	2	15	41	42
Contact the City with a question	*	2	32	50	16
Watch the City's cable channel	*	2	5	19	74

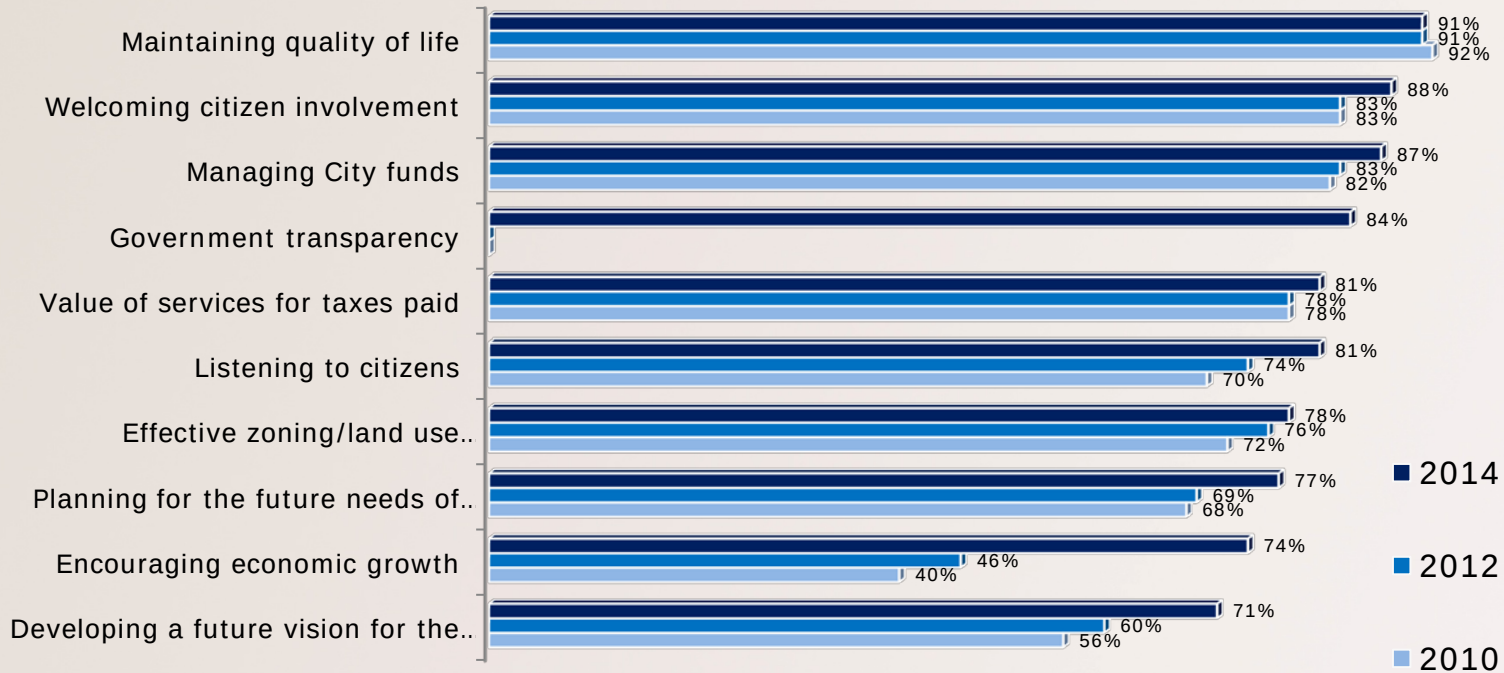
* Less than 1%

Satisfaction with City Performance



Q3-How satisfied are you with the City of Colleyville's performance for each of the following areas?

COMBINED PERCENTAGES: VERY SATISFIED / SATISFIED (Excludes "No Opinion" responses)



-- indicates this question was not asked on the 2012 or 2010 surveys.

2012/2010 Question: Please rate your satisfaction with the following categories of Colleyville government performance.

Satisfaction with City Performance



Q3-How satisfied are you with the City of Colleyville's performance for each of the following areas?

COMBINED PERCENTAGES: VERY SATISFIED/SATISFIED (Excludes "No Opinion" responses)

Satisfaction with City Performance	2014 Very Satisfied + Satisfied %	2012 Very Satisfied + Satisfied %	2010 Very Satisfied + Satisfied %
Maintaining quality of life	91	91	92
Welcoming citizen involvement	88	83	83
Managing City funds	87	83	82
Government transparency	84	--	--
Value of services for taxes paid	81	78	78
Listening to citizens	81	74	70
Effective zoning and land use regulations	78	76	72
Planning for the future needs of residents	77	69	68
Encouraging economic growth	74	46	40
Developing a future vision for the City	71	60	56

-- indicates this question was not asked on the 2012 or 2010 surveys.

2012/2010 Question: Please rate your satisfaction with the following categories of Colleyville government performance.

Satisfaction with City Performance



Q3-How satisfied are you with the City of Colleyville's performance for each of the following areas?

(Excludes "No Opinion" responses)

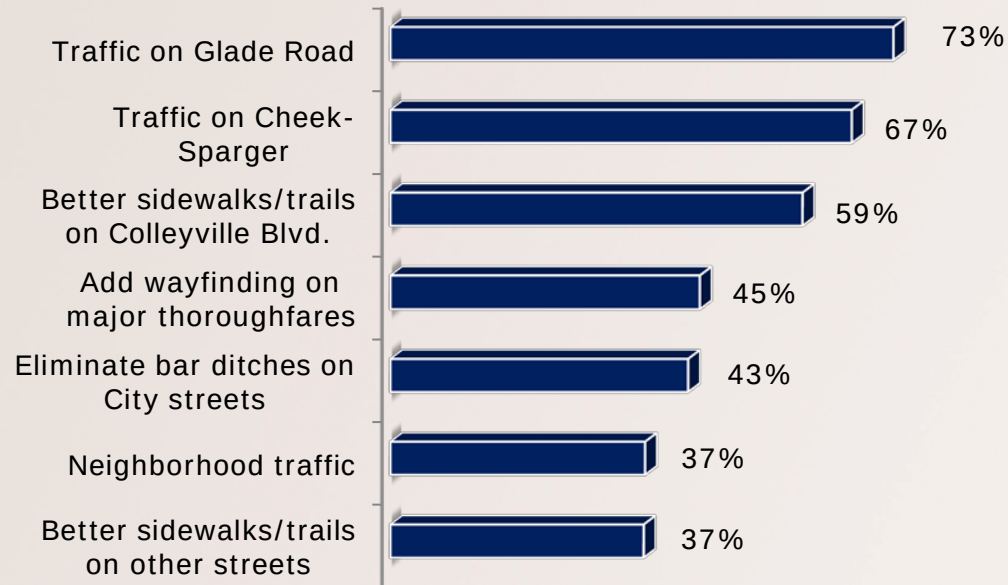
Satisfaction with City Performance 2014	Very Satisfied %	Satisfied %	Dissatisfied %	Very Dissatisfied %
Maintaining quality of life	22	69	7	2
Welcoming citizen involvement	17	71	9	3
Managing City funds	16	71	10	3
Government transparency	14	70	10	6
Value of services for taxes paid	13	68	13	5
Listening to citizens	13	68	12	7
Effective zoning and land use regulations	9	69	15	7
Planning for the future needs of residents	12	65	17	6
Encouraging economic growth	11	63	18	8
Developing a future vision for the City	10	61	21	8

Transportation Issues



Q4-How important is it for the City of Colleyville to address the following transportation issues in the near future?

CHART SHOWS RANKINGS FOR VERY IMPORTANT / IMPORTANT



Transportation Issues



Q4-How important is it for the City of Colleyville to address the following transportation issues in the near future?

Transportation Issues	Importance				
	Very Important %	Important %	Not Very Important %	Not at all Important %	No opinion %
Traffic on Glade Road	37	36	14	7	7
Traffic on Cheek-Sparger Road	34	33	17	6	10
Better sidewalks/trails on Colleyville Blvd.	27	33	20	11	10
Add wayfinding signs along major thoroughfares	12	33	31	13	11
Eliminate bar ditches on City streets	18	25	27	14	17
Neighborhood traffic	19	17	17	9	38
Better sidewalks/trails on other streets	20	16	11	8	45

Transportation Issues



Q4. Neighborhood traffic issues (Top Street Mentions)

- SH26 (general)
- SH26 at John McCain, Hardage, Tinker
- John McCain Road
- Saddlebrook Drive
- McDonwell School Road (general)
- McDonwell School Road at Westcoat
- Pool Road
- Glade Road
- Cheek-Sparger Road
- Mill Creek Drive
- Hall-Johnson Road
- Pleasant Run Road
- LD Lockett Road

Q4. Better sidewalks / trails for bicycles or walking (Top Street Mentions)

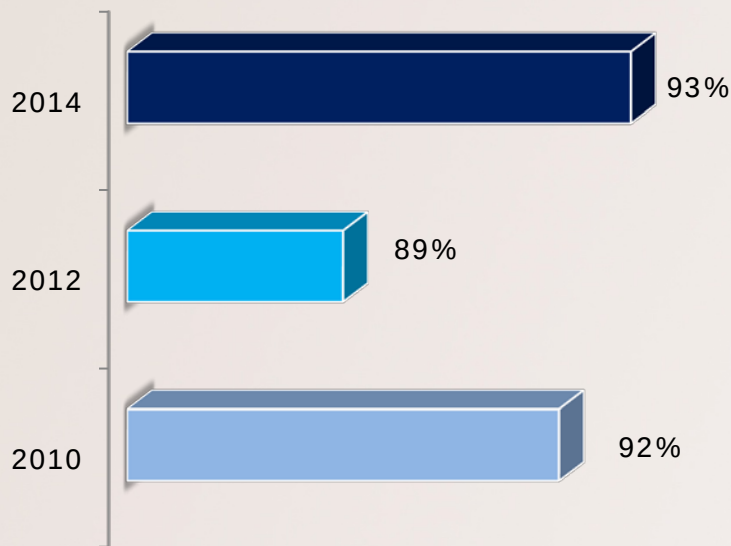
- Cheek-Sparger Road
- John McCain Road
- Glade Road
- Pleasant Run Road
- Bedford Road
- Hall-Johnson Road
- Bransford Road
- Westcoat Drive
- Tinker Road
- More trail connections to other trails, neighborhoods, Cotton Belt Trail, other cities

Neighborhood Appearance



Q5-How satisfied or dissatisfied are you with the appearance of your neighborhood?

CHART SHOWS RANKINGS FOR VERY SATISFIED / SATISFIED (Excludes "No Opinion" responses)



Q5-How satisfied or dissatisfied are you with...?

COMBINED PERCENTAGES: VERY SATISFIED / SATISFIED

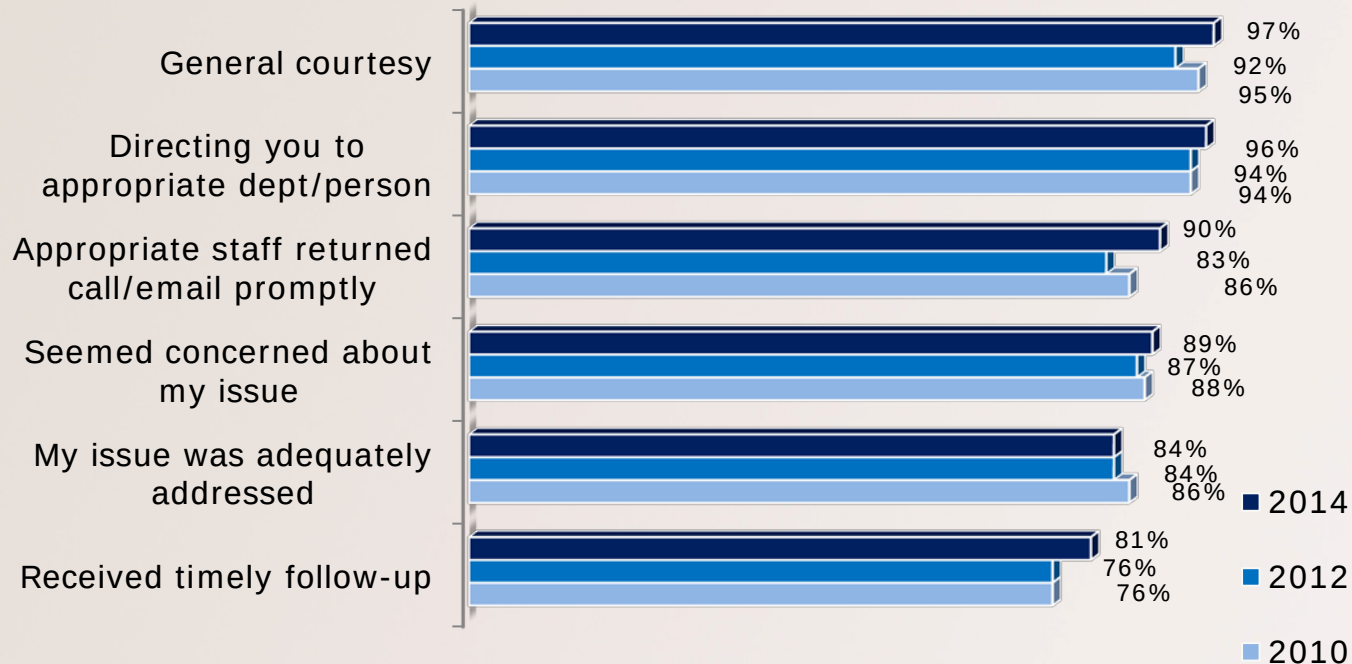
Appearance / Safety	Very Satisfied + Satisfied %	Dissatisfied + Very Dissatisfied %
Overall APPEARANCE of your neighborhood	93	6
*Overall SAFETY of your neighborhood	95	4
*Overall APPEARANCE of COLLEYVILLE	83	16
*Overall SAFETY of COLLEYVILLE	97	3

City Employee Contact



Q6- If you have had contact with a City of Colleyville employee within the past year, how satisfied were you with the following?

COMBINED PERCENTAGES: VERY SATISFIED / SATISFIED (Excludes "No Opinion / NA")



2012/2010 Question: If you had contact with a City employee during the past year, how satisfied were you with the following customer service activities?

City Employee Contact



Q6- If you have had contact with a City of Colleyville employee within the past year, how satisfied were you with the following?

(Excludes "No Opinion / NA")

City Employee Contact	2014 Very Satisfied + Satisfied %	2012 Very Satisfied + Satisfied %	2010 Very Satisfied + Satisfied %
General courtesy	97	92	95
Directing you to the appropriate department/person	96	94	94
Appropriate staff returned my call/email promptly	90	83	86
Seemed concerned about my issue	89	87	88
My issue was adequately addressed	84	84	86
Received timely follow-up from City to ensure my issue was addressed	81	76	76

City Employee Contact



Q6- If you have had contact with a City of Colleyville employee within the past year, how satisfied were you with the following?

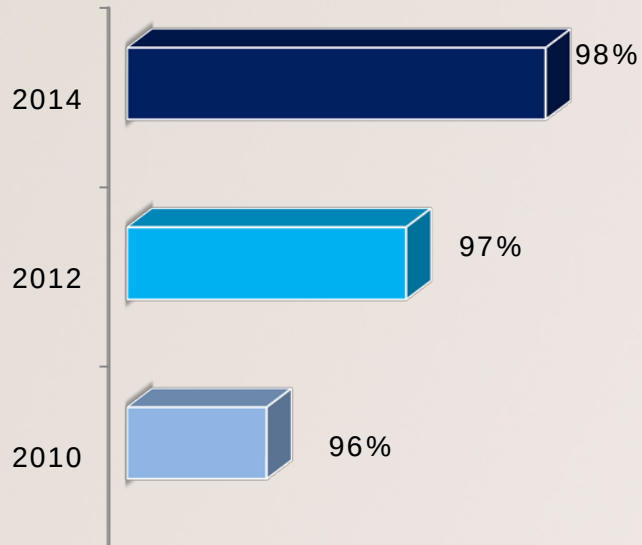
(Excludes "No Opinion / NA")

Satisfaction				
City Employee Contact 2014	Very Satisfied %	Satisfied %	Dissatisfied %	Very Dissatisfied %
General courtesy	51	46	2	1
Directing you to the appropriate department/person	45	51	3	1
Appropriate staff returned my call/email promptly	41	49	7	3
Seemed concerned about my issue	41	48	8	3
My issue was adequately addressed	38	46	11	5
Received timely follow-up from City to ensure my issue was addressed	33	48	12	7

Quality of Life



Q7a- How satisfied are you with the overall quality of life in Colleyville: (Excludes "No Opinion" responses)



Q7a- How satisfied are you with Colleyville:

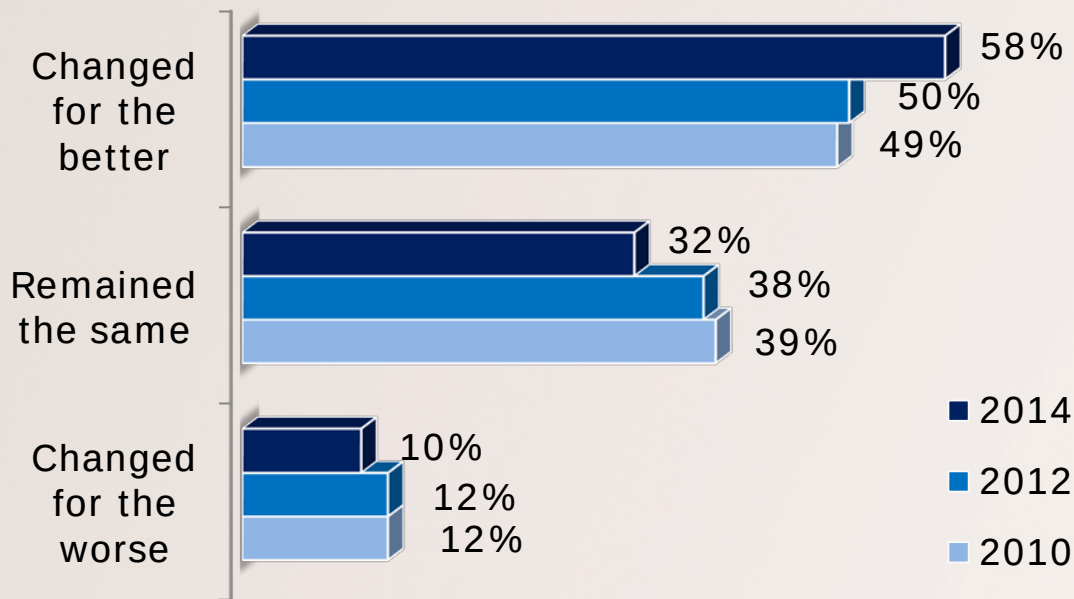
(Excludes “No Opinion” responses)

Quality of Life in Colleyville	Satisfaction			
	Very Satisfied %	Satisfied %	Dissatisfied %	Very Dissatisfied %
As a place to live	66	33	1	*
Overall quality of life	51	47	2	*
As a place to raise a family	67	32	1	*
Overall quality of City services	36	59	4	1
Overall image/reputation	46	48	5	1
As a place to retire	44	46	7	3
As a place to do business	26	52	18	4
As a place to work	32	51	14	3

* Less than 1%

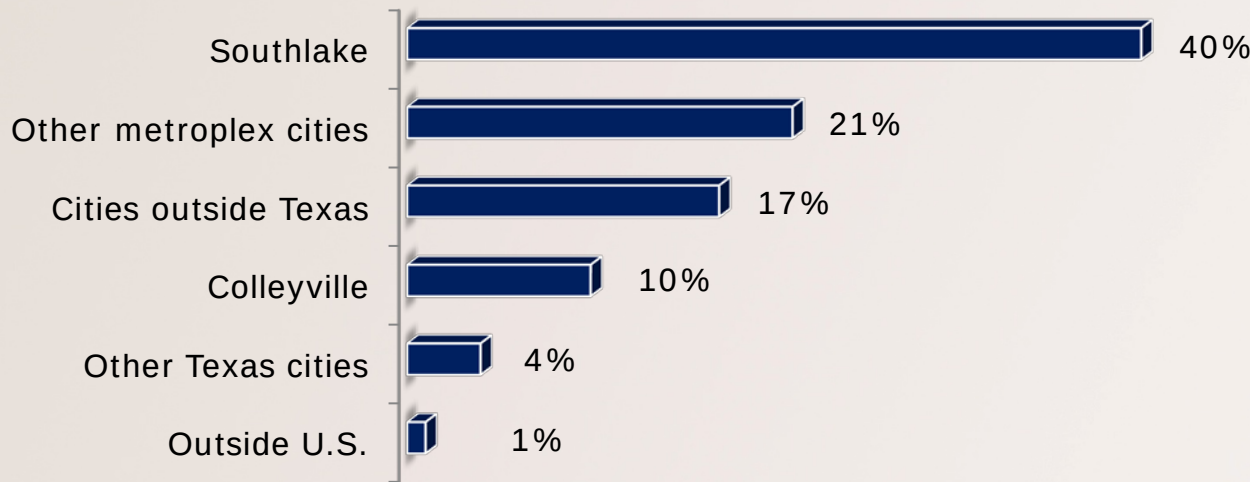
Overall quality of life was asked in 2012 and 2010; other quality of life components were new questions in 2014 Citizen Survey

**Q7b- During the time you have lived here, do you think that as a community
Colleyville has:**
(Excludes "No Opinion" responses)



Q7c- Name a city or place you have visited or lived that you wish Colleyville could be more like?

(Open ended question- responses have been grouped)

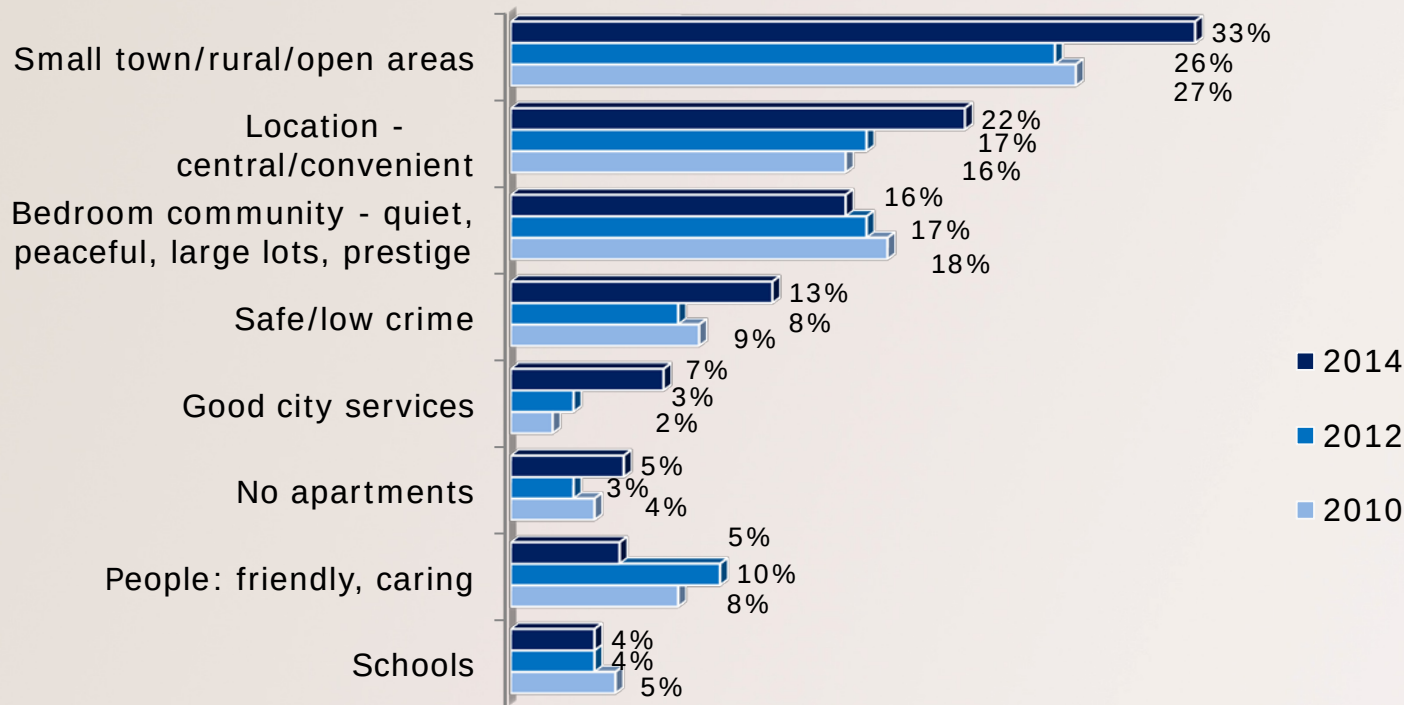


Reasons for Southlake – Town Square, better/quality shopping, restaurants, festivals, business minded, economic development/tax base, aggressive economic growth

Reasons for other city mentions were very similar to the Southlake reasons; availability of more retail, restaurants, festivals, walking trails and bike paths, walkable/planned communities, green “initiatives,” public transportation, city appearance, business environment, and economic growth.

Q7d- What ONE thing makes Colleyville a unique place to live?

(Open ended question- responses have been grouped)

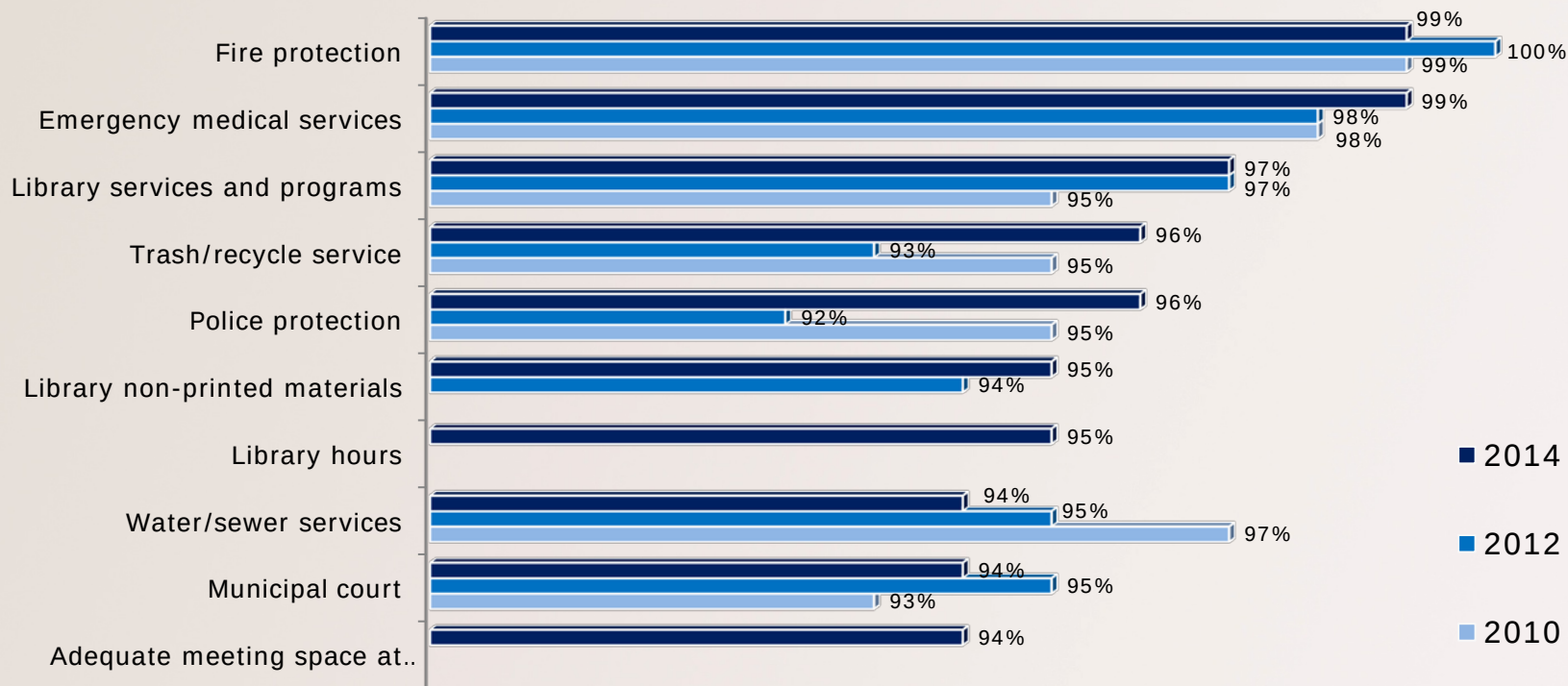


Satisfaction with City Services



Q8- How satisfied are you with the following services provided by the City of Colleyville?

COMBINED PERCENTAGES: VERY SATISFIED / SATISFIED (Excludes "no opinion" responses)

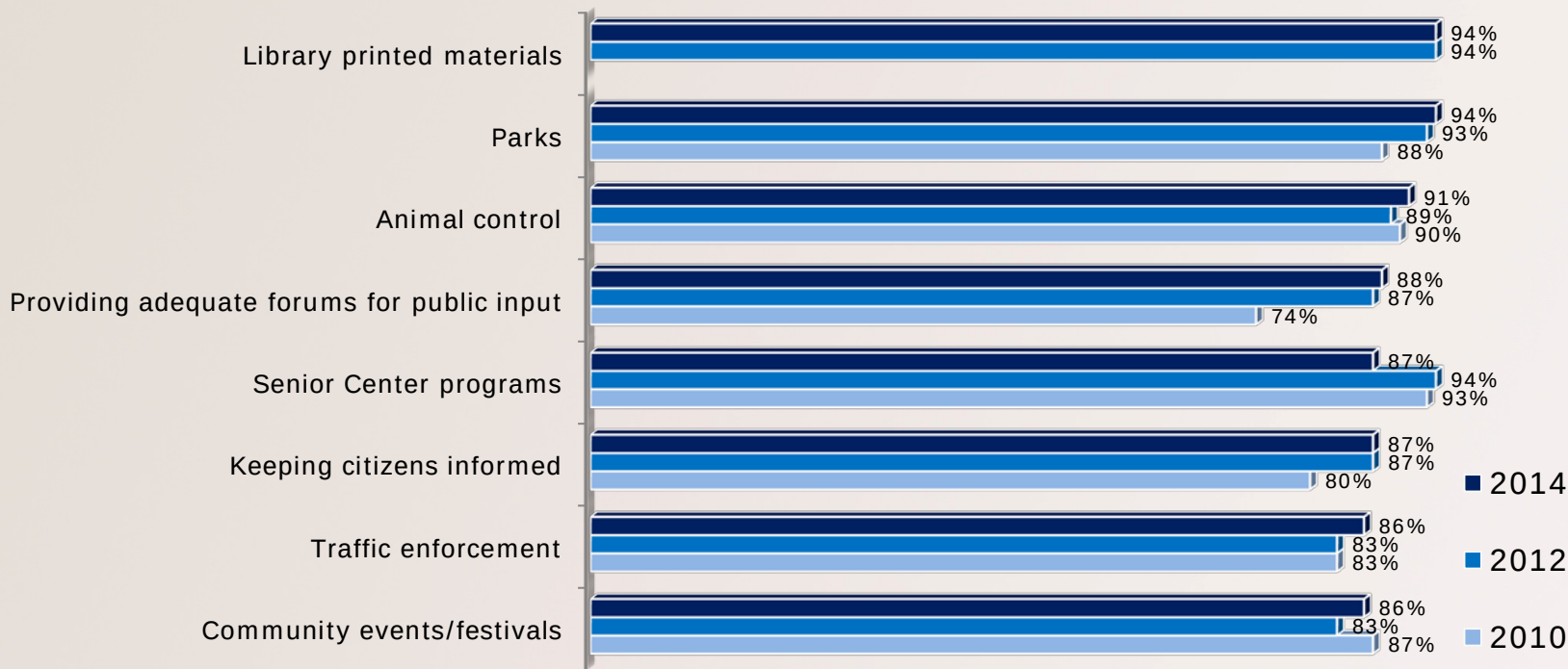


Satisfaction with City Services



Q8- How satisfied are you with the following services provided by the City of Colleyville?

COMBINED PERCENTAGES: VERY SATISFIED / SATISFIED (Excludes "no opinion" responses)

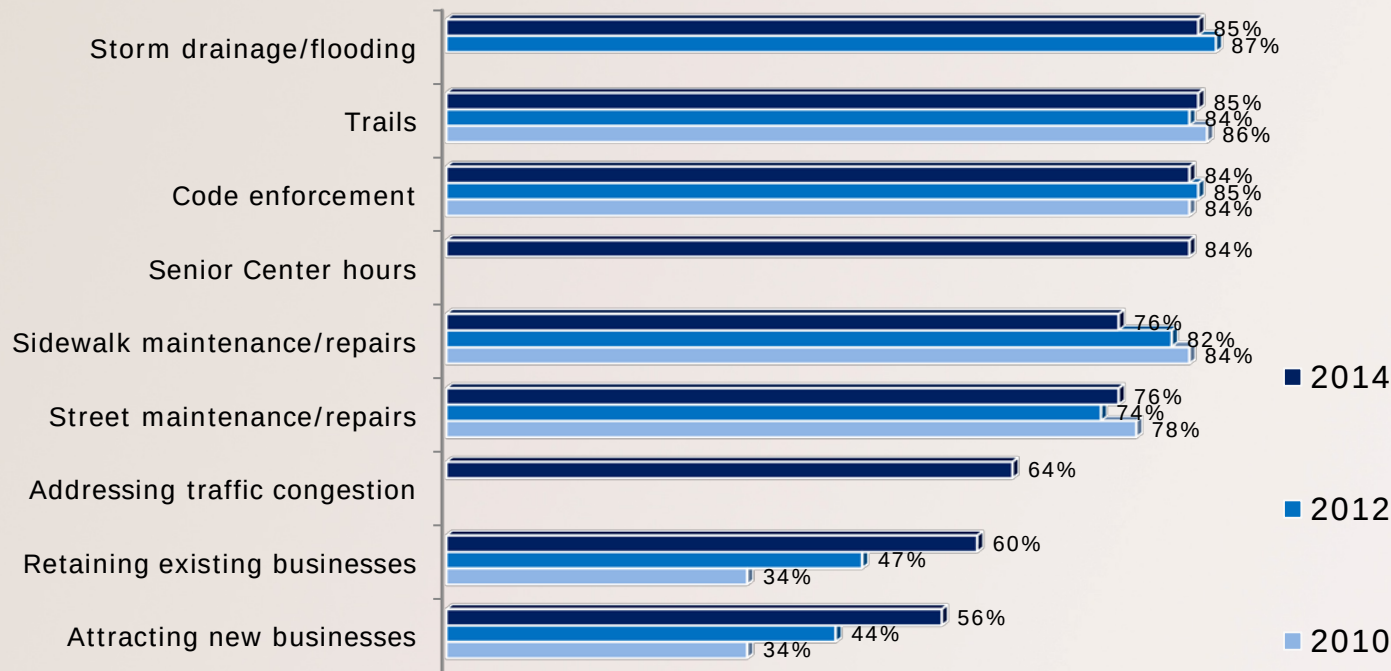


Satisfaction with City Services



Q8- How satisfied are you with the following services provided by the City of Colleyville?

COMBINED PERCENTAGES: VERY SATISFIED / SATISFIED (Excludes "no opinion" responses)



Satisfaction with City Services



Q8- How satisfied are you with the following services provided by the City of Colleyville?

COMBINED PERCENTAGES: VERY SATISFIED / SATISFIED (Excludes "no opinion" responses)

Satisfaction with City Services	2014 Combined Satisfaction %	2012 Combined Satisfaction %	2010 Combined Satisfaction %
1-Fire protection	99	100	99
2-Emergency medical services	99	98	98
3-Library services and programs	97	97	95
4-Trash/recycle service	96	94 (trash) 91 (recycle)	95
5-Police protection	96	92	95
6-Library non-printed materials	95	94	--
7-Library hours	95	--	--
8-Water/sewer services	94	97 (sewer) 94 (water)	98 (sewer) 95 (water)
9-Municipal court	94	95	93
10-Adequate meeting space at Colleyville Center (for rental)	94	--	--
11-Library printed materials	94	94	-

Satisfaction with City Services



Q8- How satisfied are you with the following services provided by the City of Colleyville? COMBINED PERCENTAGES: VERY SATISFIED / SATISFIED (Excludes "no opinion" responses)

Satisfaction with City Services	2014 Combined Satisfaction %	2012 Combined Satisfaction %	2010 Combined Satisfaction %
12-Parks in Colleyville	94	93	88
13-Animal control	91	89	90
14-Providing adequate forums for public input	88	87	74
15-Senior Center programs	87	94	93
16-Keeping citizens informed	87	87	80
17-Traffic enforcement	86	83	83
18-Community events/festivals	86	83	87
19-Storm drainage/flooding	85	81	--
20-Trails in Colleyville	85	84	86
21-Code enforcement	84	85	84
22-Senior Center hours	84	--	--
23-Sidewalk maintenance/repairs	76	82	84
24-Street maintenance/repairs	76	74	78
25-Addressing traffic congestion	64	--	--
26-Retaining existing businesses	60	47	34
27-Attracting new businesses	56	44	34

Satisfaction with City Services



Q8- How satisfied are you with the following services provided by the City of Colleyville?

TOP 14 (Excludes "no opinion" responses)

Satisfaction with City Services 2014	Very Satisfied %	Satisfied %	Dissatisfied %	Very Dissatisfied %
1-Fire protection	56	43	*	1
2-Emergency medical services	56	43	1	*
3-Library services and programs	41	56	2	1
4-Trash/recycle service	46	50	3	1
5-Police protection	53	43	3	1
6-Library non-printed materials	34	61	4	1
7-Library hours	32	63	4	1
8-Water/sewer services	30	64	4	2
9-Municipal court	23	71	4	2
10-Adequate meeting space at Colleyville Center (for rental)	28	66	4	2
11-Library printed materials	33	61	5	1
12-Parks in Colleyville	30	64	5	1
13-Animal control	28	63	7	2
14-Providing adequate forums for public input	19	69	9	3

Satisfaction with City Services



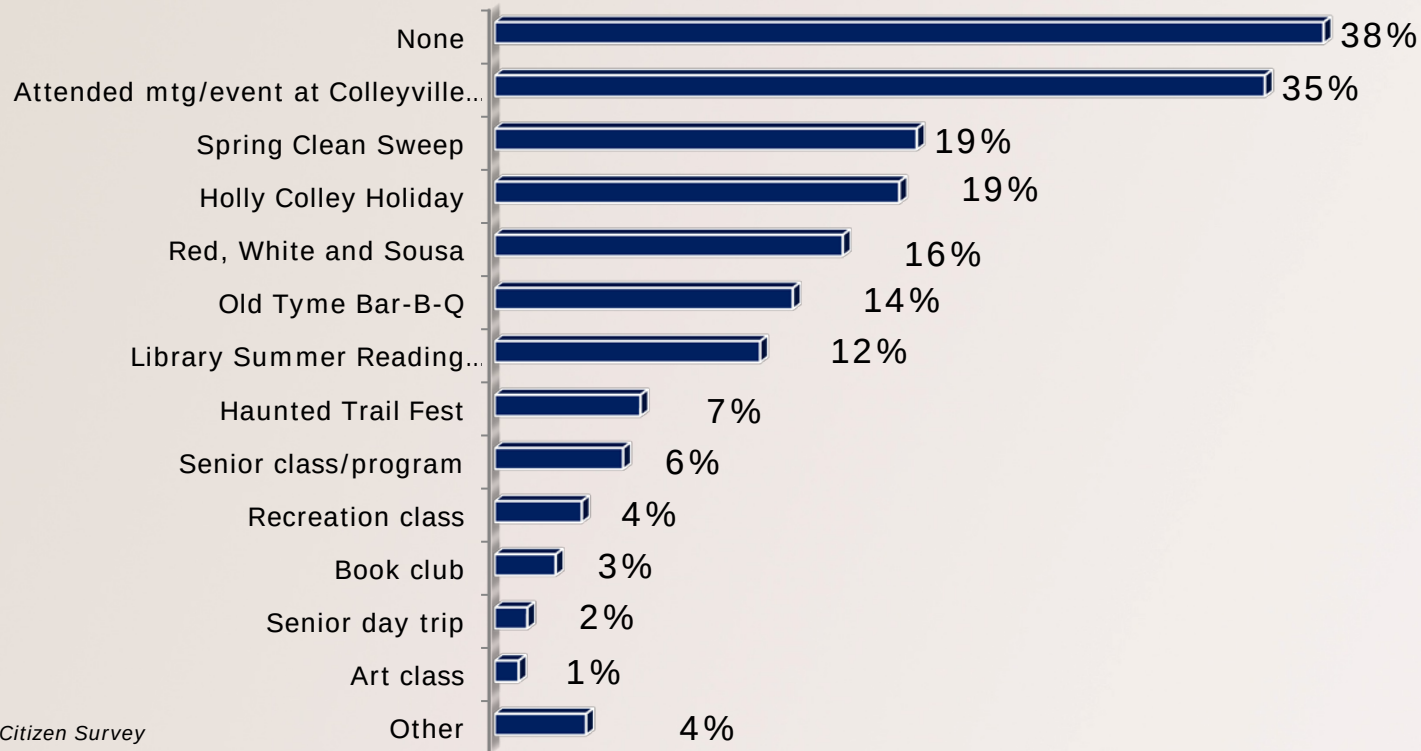
Q8- How satisfied are you with the following services provided by the City of Colleyville?
NEXT 15-27 (Excludes "no opinion" responses)

Satisfaction with City Services 2014	Very Satisfied %	Satisfied %	Dissatisfied %	Very Dissatisfied %
15-Senior Center programs	23	64	9	4
16-Traffic enforcement	31	55	9	5
17-Keeping citizens informed	19	68	11	3
18-Community events/festivals	21	65	12	2
19-Storm drainage/flooding	21	64	12	3
20-Code enforcement	22	62	12	4
21-Trails in Colleyville	24	61	13	2
22-Senior Center hours	21	63	13	3
23-Sidewalk maintenance/repairs	18	64	14	4
24-Street maintenance/repairs	18	58	19	5
25-Addressing traffic congestion	15	49	29	7
26-Retaining existing businesses	9	51	31	10
27-Attracting new businesses	12	44	32	12

Events/Programs



Q9- In which Colleyville special event(s) or program(s) have you or other household members participated within the past 12 months?

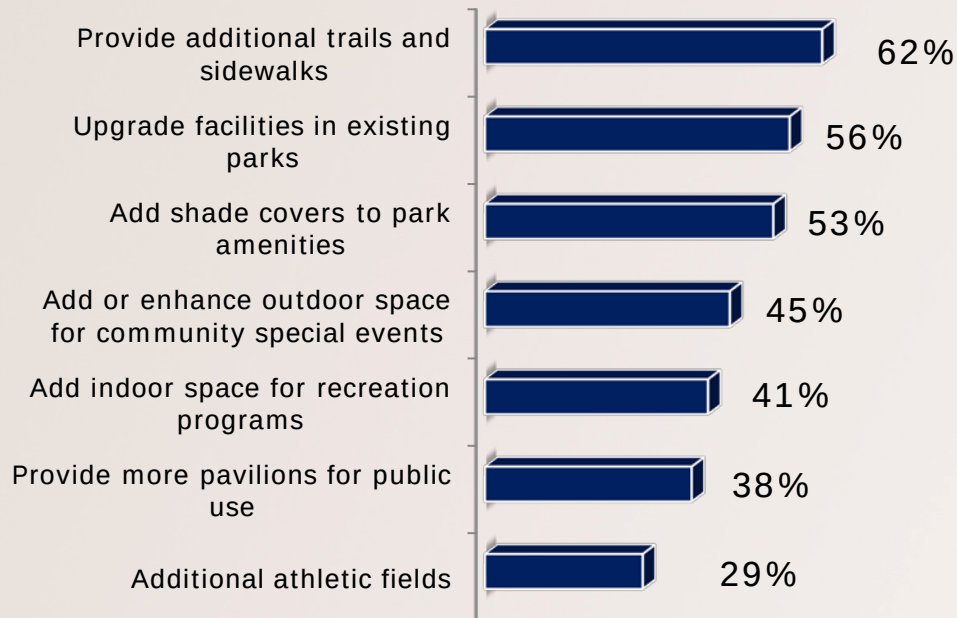


Parks and Recreation Facilities



Q10a-How important is it for the City of Colleyville to address the following park and recreation issues in the near future?

COMBINED PERCENTAGES: VERY IMPORTANT / IMPORTANT



Parks and Recreation Facilities



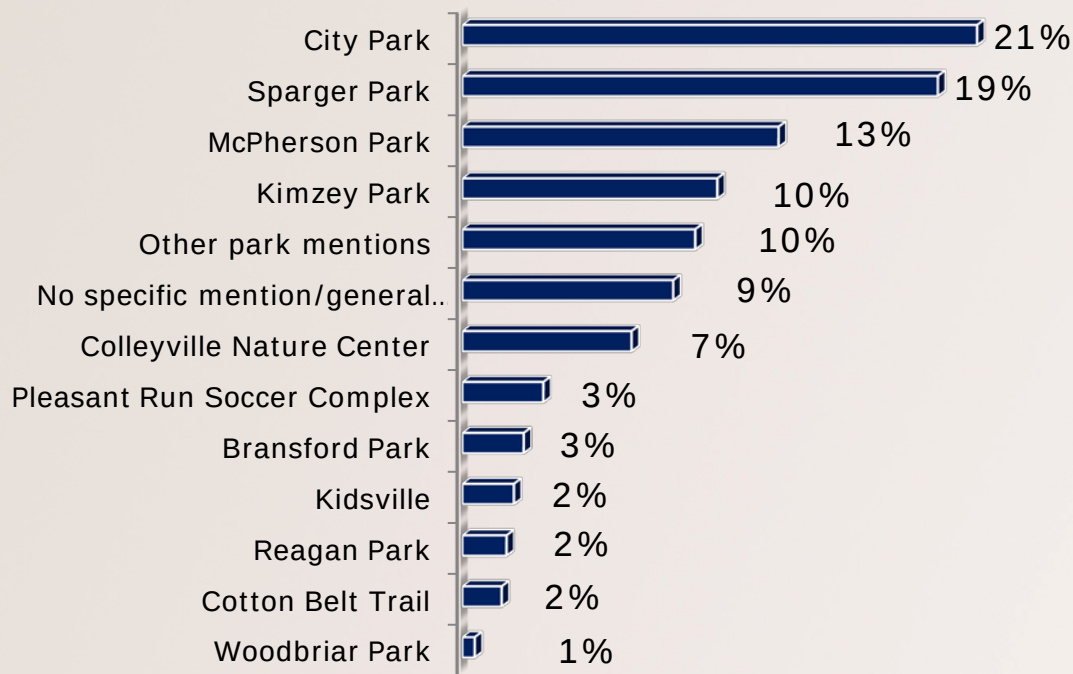
Q10a-How important is it for the City of Colleyville to address the following park and recreation issues in the near future?

Importance Rank					
Park and Recreation Issues to Address	Very Important %	Important %	Not Very Important %	Not at all Important %	No Opinion %
Provide additional trails and sidewalks	28	34	21	6	11
Upgrade facilities in existing parks	13	43	25	4	15
Add shade covers to park amenities	16	37	26	7	14
Add or enhance outdoor space for community events	12	33	28	8	19
Add indoor space for recreation programs	12	29	30	11	20
Provide more pavilions for public use	9	29	37	8	17
Additional athletic fields	7	22	37	13	21

Parks and Recreation Facilities



Q10b – Which park do you visit most?



Parks and Recreation Facilities



Q10c – Which park do you visit most and what, if any, improvements are needed?

(Primary Improvements Mentioned)

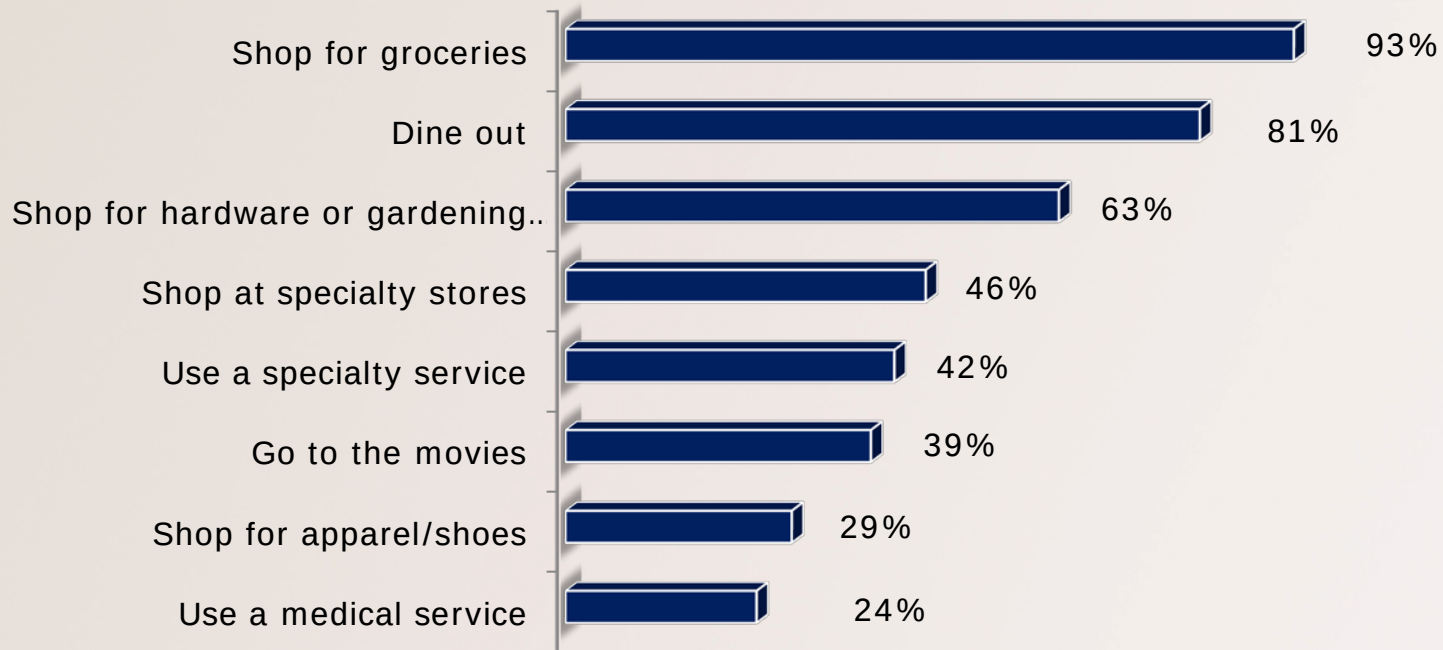
- City Park
 - Improve restrooms
 - More shaded areas
 - Resurface tennis courts
 - Improve tennis reservation system
- Sparger Park
 - Improve drainage
 - Add benches/seating areas
- McPherson Park
 - Add shade over play equipment
 - Add more play equipment
 - Keep splash pad open
 - Add more trails
 - Improve game fields
- Kimzey Park
 - More shaded areas
 - Add restrooms
- Colleyville Nature Center
 - Clean debris/trash from creek beds
 - Get rid of poison ivy
 - Add restrooms
 - More shaded areas
- Pleasant Run Soccer Complex
 - More shade and seating areas
- General comments
 - More trails/sidewalks
 - More shade
 - Don't use parks/don't know where they are located
 - Parks look nice

Retail Goods and Services



Q11a-How frequently do you or your household members do the following in Colleyville?

USE AT LEAST MONTHLY OR MORE



** New question in 2014 Citizen Survey*

Retail Goods and Services



Q11a-How frequently do you or your household members do the following in Colleyville?

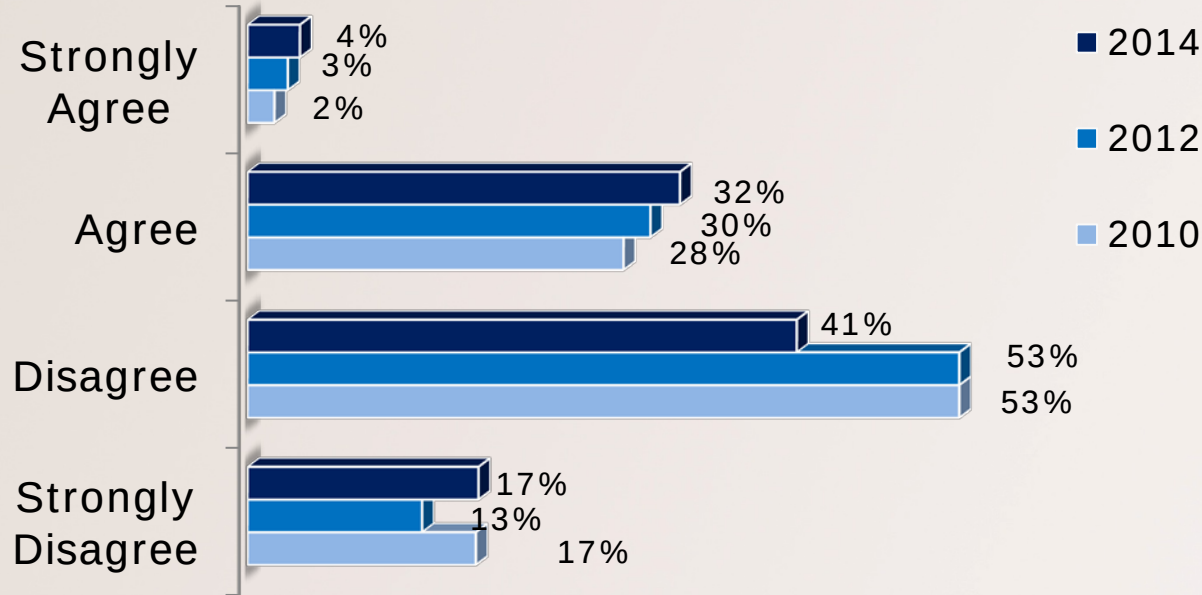
USE AT LEAST MONTHLY OR MORE

Retail Goods and Services	Frequency				
	At least weekly %	Several times a month %	At least monthly %	Rarely %	Never %
Shop for groceries	70	15	8	4	3
Dine out	37	23	21	15	4
Shop for hardware or gardening supplies	8	21	34	29	8
Shop at specialty stores (bakery, pet, framing, stationary, florist, etc.)	6	13	27	40	14
Use a specialty service (legal, beauty, etc.)	3	9	30	38	20
Go to the movies	2	9	28	46	16
Shop for apparel/shoes	5	8	16	42	29
Use a medical service	1	4	19	56	19

Retail Goods and Services



Q11b-Rate the following statements: I can generally find what I need in the way of restaurants and retailers in Colleyville?

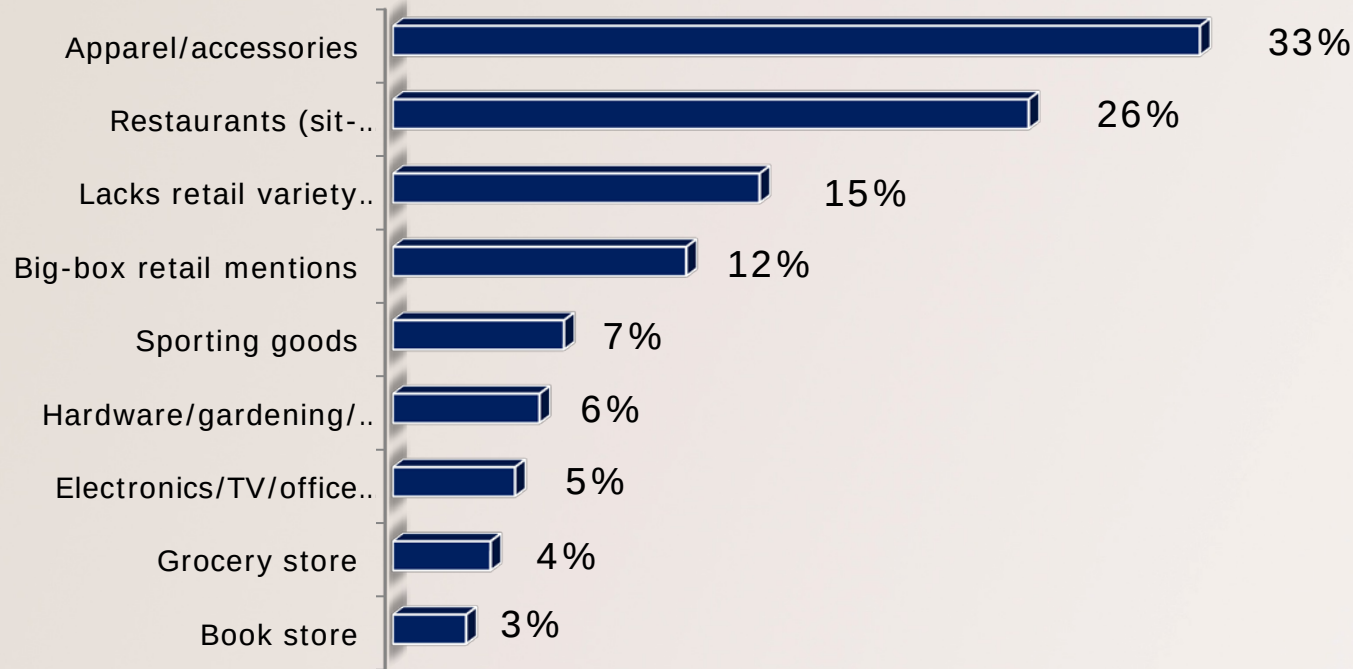


Retail Goods and Services



Q11c-What item(s) or service(s) have you attempted to purchase in Colleyville that you were unable to find in Colleyville?

(Open ended question- responses have been grouped)



Needed Businesses in Colleyville



Q12-Which of the following types of businesses are needed in Colleyville?

Needed Businesses	Need Rating			
	Definitely Needed %	Somewhat Needed %	Not Needed %	No Opinion %
Sit-down restaurants	45	40	7	8
Medium-sized retail stores	34	44	10	12
Indoor entertainment venues (movie, live theater, art, etc.)	19	39	26	16
Large retail stores	31	26	32	12
Major supermarkets	26	29	35	10
Small retail stores (boutiques, etc.)	15	33	34	18
Mixed-use developments with retail, residential, office, hotel components	16	31	36	17
General services	9	37	38	16
Outdoor entertainment venues (sports, etc.)	13	31	37	20
Professional services (medical, legal, health, beauty, etc.)	10	32	40	18
Hotel	14	27	44	15
Fast food restaurants	11	29	50	10

Neighborhood Issues Needing Attention



Q13a-What concerns are important to address in your neighborhood?

All Respondents	Definitely Needs Attention %	Somewhat Needs Attention %	No Attention Needed %	No Opinion %
Condition of major streets leading into your neighborhood	17	30	46	7
Door-to-door solicitations	12	29	52	7
Traffic congestion/speeding	15	26	53	7
Condition of neighborhood streets	9	25	59	7
Availability of sidewalks/trails	15	16	60	10
Houses in need of repair	6	21	63	10
Fences in disrepair	6	21	65	9
Condition of sidewalks/trails	8	17	59	16
Crime	2	17	71	10
Litter	3	14	76	8
Stray animals	4	12	75	9

* Newly worded question in 2014 Citizen Survey; prior survey data not comparable

Neighborhood Issues Needing Attention



Q13b. Major streets leading into your neighborhood that need attention

(Top Mentions)

- Cheek-Sparger Road
- Glade Road
- John McCain
- Roberts Road
- Martin Parkway
- Pleasant Run Road
- McDonwell School Road
- LD Lockett Road
- SH26/Colleyville Blvd.

Q13c. Changes/enhancements in your neighborhood (Top Mentions)

- Sidewalks/bike lanes
- Street lights
- Street/sidewalk/curb repairs
- Property clean up (junk cars, tall grass, landscaping)
- Speeding
- Traffic congestion/control
- Improve street drainage
- Improve landscaping at neighborhood entrance
- Stop signs needed
- Animal control
- Nothing

Issues to Focus on in Colleyville



Q14a-How important do you feel it is for the City of Colleyville to focus on each of these issues related to living in Colleyville over the next five to ten years?

Priorities 1-12	Importance Rank				
Issues to Focus on In Colleyville	Very Important %	Important %	Not Very Important %	Not at all Important %	No Opinion %
Address traffic congestion	44	41	10	3	2
Attract more retail and commercial services	47	37	9	3	4
Improve appearance of Colleyville Blvd.	44	37	11	4	4
Improve infrastructure	27	51	15	2	5
Encourage community and neighborhood beautification	20	54	17	4	5
Guide the design of new commercial buildings	27	47	16	5	6
Enhance code enforcement	22	41	25	5	6
Address drainage/flooding	19	43	28	3	7
Improve existing sidewalks and trails	20	41	27	6	6
Create more trail connections throughout Colleyville	27	32	26	9	6
Improve existing parks	12	46	27	6	9
Construct additional sidewalks and trails	26	31	27	10	6

Issues to Focus on in Colleyville



Q14a-How important do you feel it is for the City of Colleyville to focus on each of these issues related to living in Colleyville over the next five to ten years?

Priorities 13-22	Importance Rank				
Issues to Focus on In Colleyville	Very Important %	Important %	Not Very Important %	Not at all Important %	No Opinion %
Enhance community events and festivals	12	42	29	9	8
Slow down traffic in neighborhoods	20	33	34	7	5
Invest more in open space	16	33	32	8	11
Allow unique housing types (such as brownstones) in compatible locations	16	30	28	17	9
Expand recreation programs and activities	11	35	34	9	11
Provide more access to information about the City	8	38	37	6	11
Create more community and public event space	10	34	35	11	10
Enhance entrances/gateways into Colleyville	15	28	37	15	6
Increase online library collection	11	31	31	11	16
Invest in public art/provide cultural opportunities	9	27	38	17	9

City Investment- Top Priorities



Q14b-From Q14a, which are your TOP THREE Priorities?

1. Address traffic congestion
2. Attract more retail and commercial services
3. Improve appearance of Colleyville Blvd.
4. Improve infrastructure
5. Create more trail connections throughout Colleyville
6. Construct additional sidewalks and trails
7. Slow down traffic in neighborhoods
8. Address drainage/flooding
9. Enhance code enforcement
10. Guide the design of new commercial buildings
11. Encourage community and neighborhood beautification
12. Invest in more open space
13. Allow unique housing types (such as brownstones) in compatible locations
14. Improve existing sidewalks and trails
15. Enhance community events and festivals
16. Improve existing parks
17. Enhance entrances/gateways into Colleyville
18. Increase online library collection
19. Expand recreation programs and activities
20. Invest in public art/provide cultural opportunities
21. Provide more access to information about the City
22. Create more community and public event space

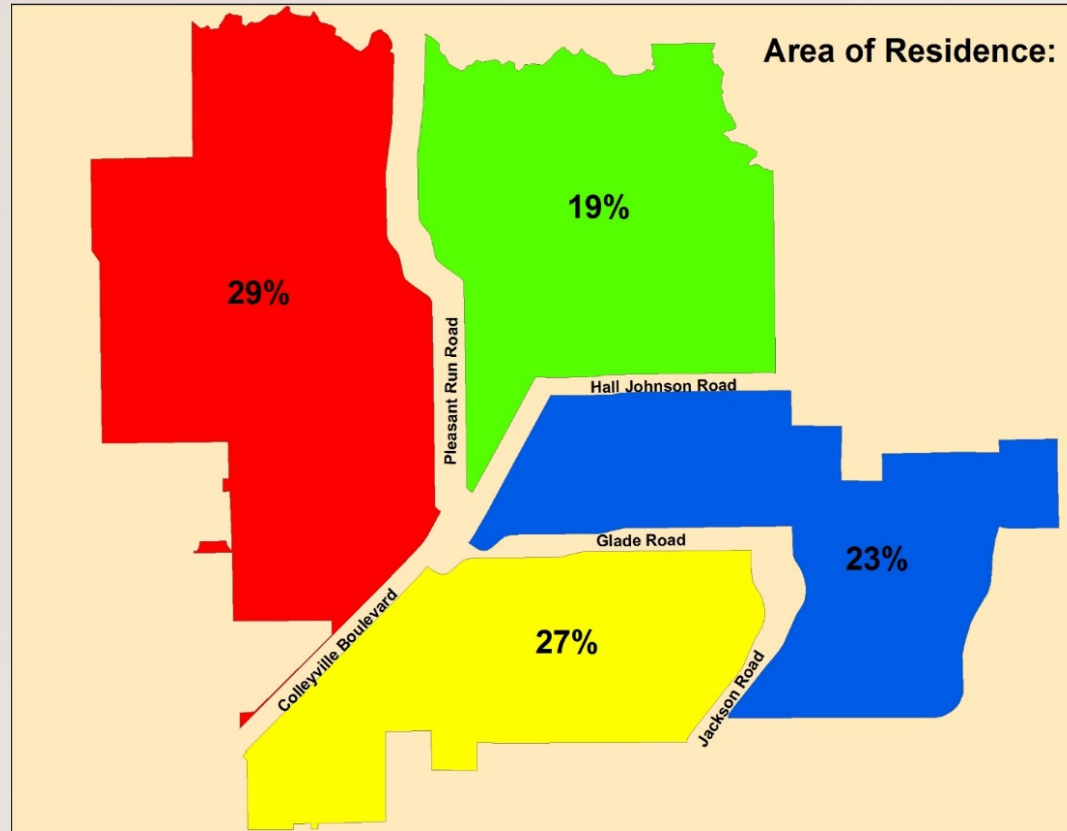
City Investment- Bottom Priorities



Q14c-From Q14a, which are your LOWEST THREE Priorities?

- | | |
|---|---|
| 1. Invest in public art/provide cultural opportunities | 11. Expand recreation programs and activities |
| 2. Allow unique housing types (such as brownstones) in compatible locations | 12. Enhance community events and festivals |
| 3. Increase online library collection | 13. Enhance code enforcement |
| 4. Enhance entrances/gateways into Colleyville | 14. Address drainage/flooding |
| 5. Invest in more open space | 15. Guide the design of new commercial buildings |
| 6. Provide more access to information about the City | 16. Improve existing sidewalks and trails |
| 7. Create more community and public event space | 17. Improve existing parks |
| 8. Slow down traffic in neighborhoods | 18. Attract more retail and commercial services |
| 9. Construct additional sidewalks and trails | 19. Address traffic congestion |
| 10. Create more trail connections throughout Colleyville | 20. Improve appearance of Colleyville Blvd. |
| | 21. Encourage community and neighborhood beautification |
| | 22. Improve infrastructure |

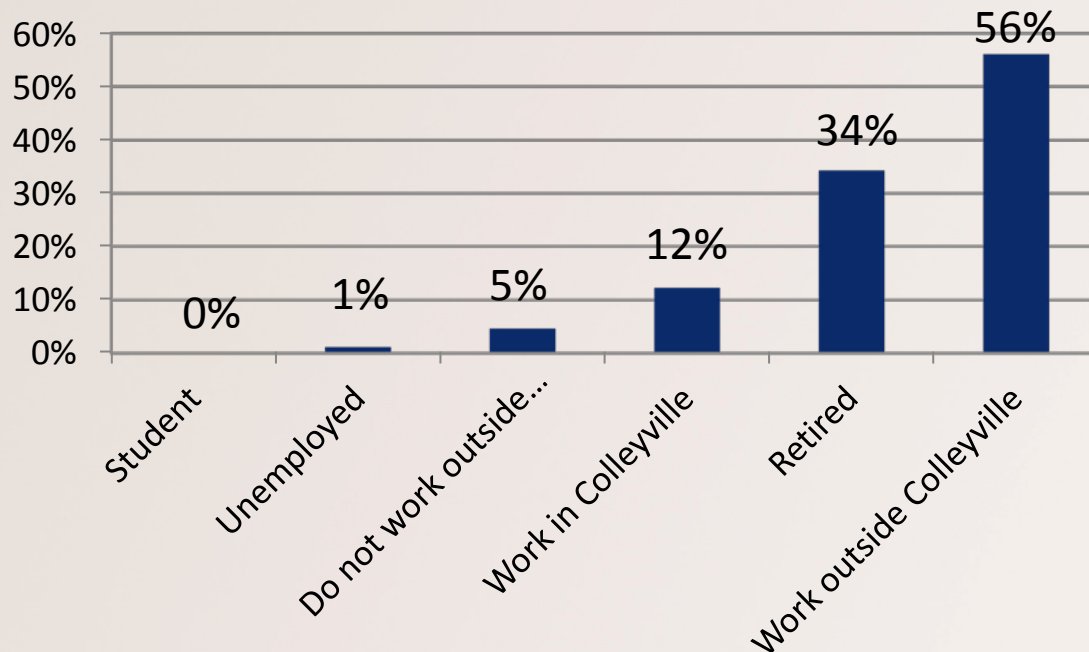
Demographics



Demographics



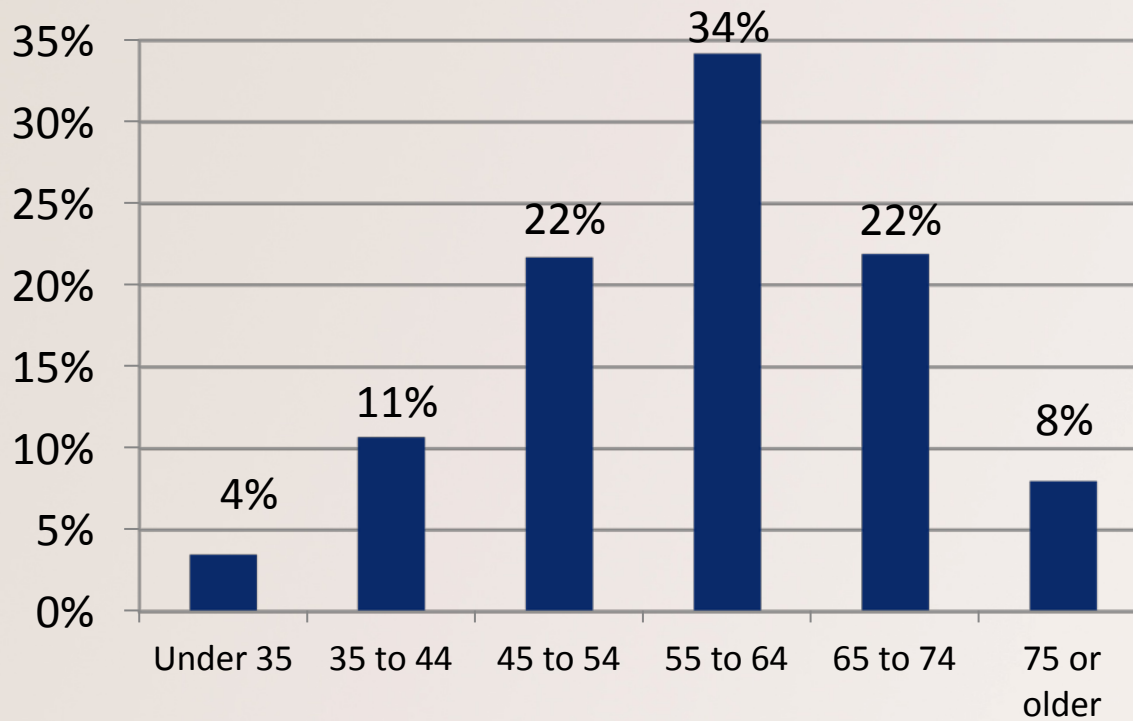
Which of the following applies to the head of household?



Demographics



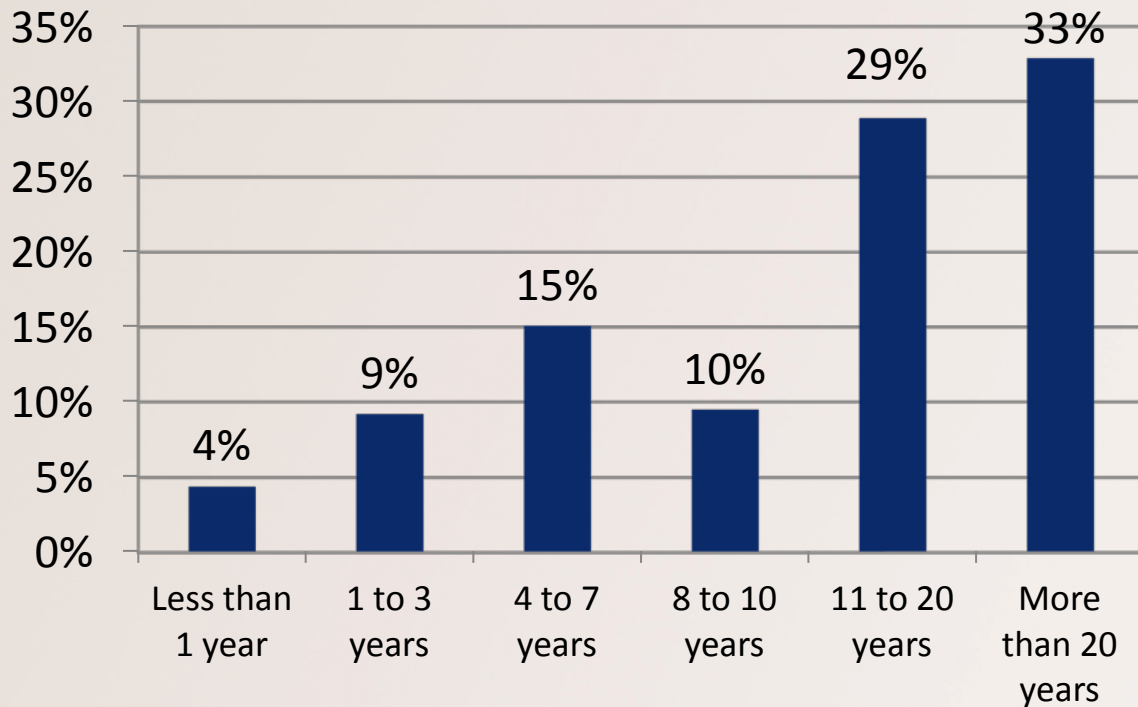
Your Age?



Demographics



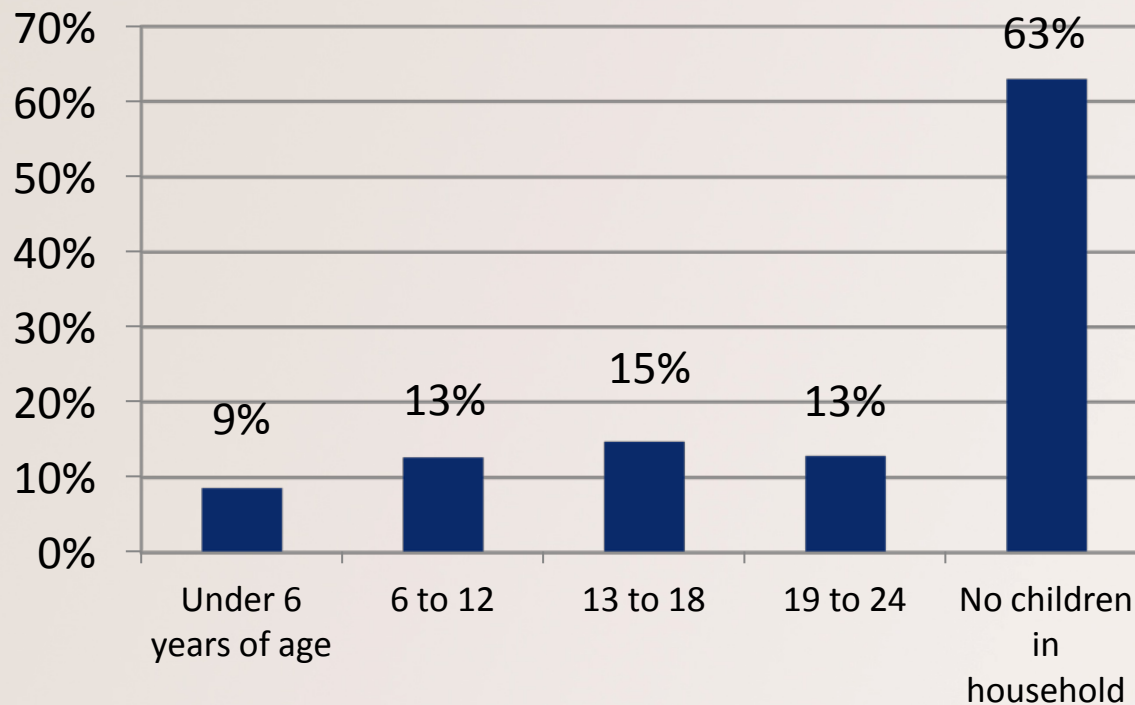
How long have you lived in Colleyville?



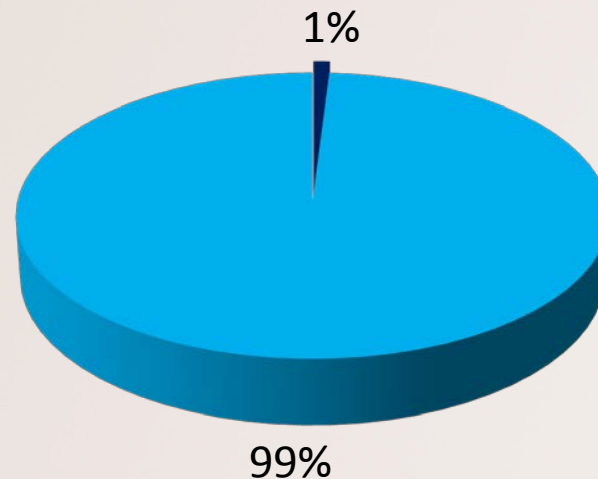
Demographics



Which youth age groups are represented in your household?

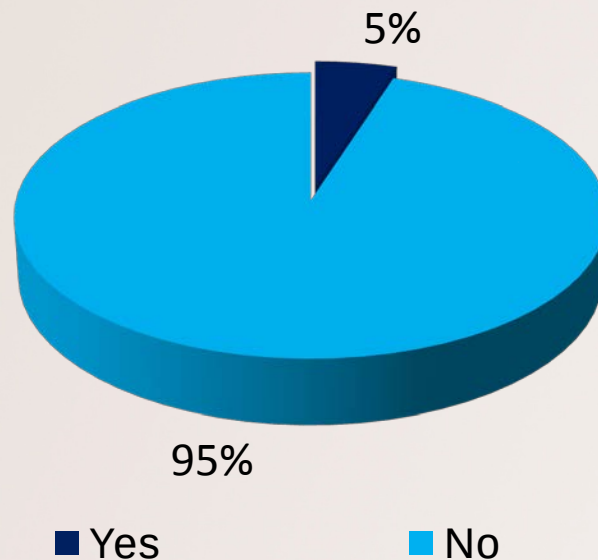


Do you own or rent your home?



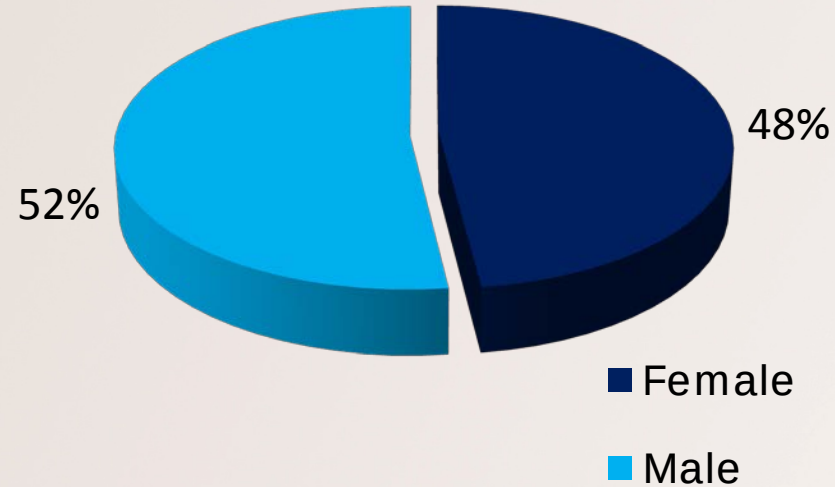
■ Rent ■ Own

Do you have an older parent or relative living with you?



Demographics

Gender



Summary



SURVEY PARTICIPATION

- Approximately one in six households participated in the survey, with online and mailed surveys similar to 2012.
- Older residents continued to have the most interest in completing the survey and percentages of older respondents were slightly higher than in previous surveys.

QUALITY OF LIFE

- Satisfaction with quality of life remains very high (98% reporting very satisfied/satisfied).
- The small town feel continues to be the top comment as to what makes the City unique, as well as the City's central location and quality of its residents.

CRITICAL ISSUES

- The most critical issues identified are for the City to address traffic congestion, attract more retail and commercial services, and improve the appearance of Colleyville Blvd.
- Citizens are least satisfied with Colleyville's ability to retain existing businesses and attract new businesses. (This was noted in previous surveys as well).

TRANSPORTATION ISSUES

- The most important transportation issues for the City of Colleyville to address are traffic on Glade Road and Cheek-Sparger Road, followed by better sidewalks/trails for walking or bicycling on Colleyville Blvd.

Summary



RETAIL GOODS AND SERVICES

- One in three agreed that they find what they want to buy in Colleyville and it slowly continues to escalate (34% in 2014, 33% in 2012 and 30% in 2010).
- The highest level of interest in the types of retail goods and services needed in Colleyville were: sit-down restaurants, medium sized retail stores, indoor entertainment venues, large retail stores and a major supermarket.

NEIGHBORHOOD ISSUES

- Condition of major streets leading into neighborhoods, door-to-door solicitations and traffic congestion/speeding are of the most concern in neighborhoods.

SATISFACTION WITH CITY SERVICES

- Citizens continued to be satisfied with City services, most noticeably (top 5); fire protection, emergency medical services, library services/programs, trash/recycle services, and police protection.

CITY EMPLOYEE INTERACTION

- City employees provide good customer service and satisfaction ratings have remained high.

Where do we go from here?

Communicate

- Community
- Employees

Use results to inform decision making

- Budget requests
- Comprehensive Plan



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-2

Agenda Date 03/18/2014

Type Pre Council

Department Community Development

Title

Discussion of second story window requirements for new residential construction

Explanation

In 2013, Mayor Pro Tem Mike Taylor requested that staff perform research into the possibility of adding second, or upper, story window requirements to the Land Development Code for homes above a single story upon new home construction. Given this request, staff performed three stages of research. Stage one involved an investigation of existing individual PUDR-Planned Unit Development Residential ordinance requirements related to any window requirements for upper story construction. Stage two involved a review of all existing City codes, including the building code, for any residential upper story window requirements. Finally, stage three included an exhaustive search of other municipal zoning ordinances for any requirements related to upper story windows.

Section 3.24(G) of the Land Development Code restricts the maximum story height for residential structures to 2.5 stories at 35 feet in height. Therefore, for the purpose of staying consistent within this briefing, all upper story requirements referenced below, and in the attached exhibits, refer to only the second story of the building, although any requirements and restrictions refer to all stories above the grade level floor, typically the first floor.

Staff Research. Stage one research yielded a total of five PUDR ordinances, approved between 2004 and 2013, with some variation of residential second story window restrictions. A summary of each specific second story ordinance requirement is attached to this briefing. In each case the specified ordinance provision restricts, rather than requires, a second story window by governing the placement of the window on a particular side of the home.

Stage two research involved a comprehensive search of all City codes including the Code of Ordinances, the Land Development Code and the 2003 International Residential (Building) Code for residential second story window requirements/restrictions. Neither the Land Development Code or the Code of Ordinances have any requirements or restrictions; however, the 2003 International Residential Code (IRC), which the City of Colleyville currently enforces for all new residential construction, does require a window/opening on residential buildings in order to meet ingress and egress requirements for life/safety purposes. Per the attached exhibit, the IRC requires all second story, or "above grade", bedrooms to

have at least one minimum 5.7 square foot window that is able to be opened from the inside with no locking mechanisms that require keys. It should be noted that the requirements for a second story window opening is an international standard that applies to virtually every municipal building code.

Stage three research involved a review of the zoning ordinances for all cities that surround Colleyville, as well as a comprehensive national search of the zoning ordinances for more than 60 municipalities. None of the cities that surround Colleyville have any zoning requirements or restrictions for residential second story windows. Of the national cities reviewed, several cities in California contain minimum restrictions for residential second story windows, applicable to new infill and transitional residential developments adjacent to existing single family homes. Similar to some of the restrictions in the PUDR ordinances referenced above, the California restrictions apply limitations to new second story windows that involve a direct view onto adjacent residential properties.

Pending City Council discussion of this item, based on the research conducted, staff does not recommend any additional requirements be added to the Land Development Code relative to residential second story windows at this time; given the fact that the IRC requires a window/opening on residential buildings in order to meet ingress and egress requirements for life/safety purposes. However, as part of the implementation of the yet to be determined recommendations, to be contained in the new comprehensive plan, minimum residential design guidelines and/or transitional residential guidelines may be proposed for addition to the Land Development Code at a future date that may, for aesthetic reasons, contain certain standards or guidelines for new residential construction that affects second story window placement.

Attachments

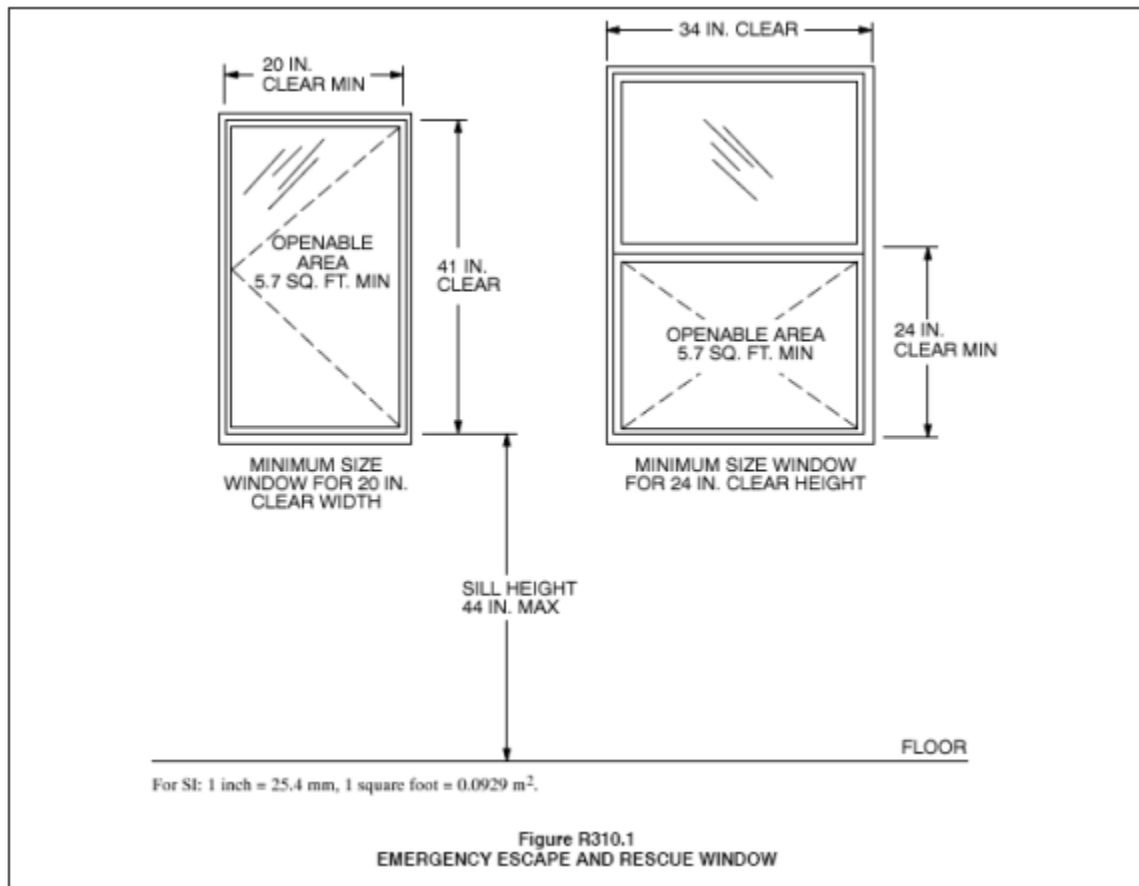
1. Approved PUDR Ordinances with Second Story Window Restrictions
2. 2003 - International Residential Code Window / Opening Requirements

Approved PUDR Ordinances with Second Story Window Restrictions

Development Name	Ordinance #	Pertinent Ordinance Language
Cambridge Place	O-04-1467	"Lots 26, 27, 28, and 29 abutting Lakewood Estates shall be limited such that no second story windows will be allowed unless they are on the front of the home and face the street."
Tiffany Park	O-04-1476	"Dwelling units constructed on lots that abut the Bridlewood Estates subdivision that contain a second story shall be restricted to single-story structures on the rear portion of the house. Any two-story portion of the house shall be on the front roof pitch only with all upstairs windows facing to the front only. A single window above the stairs, if stairs are located on the side of the house, will be the only exception. This window would be located under roof peak area. Rear roof pitch must extend from the rear of the house forward to at least the centerline of the house. Maximum height of all rear walls will be 9'6". The maximum roof peak of any house constructed shall be 32 feet."
Ivy Glen	O-13-1864	"Two-story homes shall have rooms constructed in the front half of the homes only, with a graduated roof pitch down to the rear facing elevation. Two-story homes shall have no windows, balconies, or verandas on the second floor of the rear facing elevation. There shall be no side facing second story windows on the north side of Lot 9 and the east side of Lot 8."
The Preservation	O-13-1867	"There shall be no rear facing second story windows for any homes with a rear elevation that faces either east or west."
Heron Pond	O-13-1894	"There shall be no more than three second story windows on the rear of any home in Planning Area A."

2003 - International Residential Code Window / Opening Requirements

97. **IRC, Section R310.1 Emergency escape and rescue required.** Every sleeping room shall have at least one openable emergency escape and rescue opening. Where emergency escape and rescue openings are provided they shall have a sill height of not more than 44 inches (1118 mm) above the floor. Where a door opening having a threshold below the adjacent ground elevation serves as an emergency escape and rescue opening and is provided with a bulkhead enclosure, the bulkhead enclosure shall comply with Section 310.3. The net clear opening dimensions required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. Emergency escape and rescue openings with a finished sill height below the adjacent ground elevation shall be provided with a window well in accordance with Section R310.2.



98. **IRC, Section R310.1.1 Minimum opening area.** All emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet (0.530 m²).

Exception: Grade floor openings shall have a minimum net clear opening of 5 square feet (0.465 m²).

2003 - International Residential Code Window / Opening Requirements Continued

- 99. **IRC, Section R310.1.2 Minimum opening height.** The minimum net clear opening height shall be 24 inches (610 mm).

- 100. **IRC, Section R310.1.3 Minimum opening width.** The minimum net clear opening width shall be 20 inches (508 mm).

- 101. **IRC, Section R310.1.4 Operational constraints.** Emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools.

- 102. **IRC, Section R310.4 Bars, grills, covers and screens.** Bars, grills, covers, screens or similar devices are permitted to be placed over emergency escape and rescue openings, bulkhead enclosures, or window wells that serve such openings, provided the minimum net clear opening size complies with Sections R310.1.1 to R310.1.3, and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-3

Agenda Date 03/18/2014

Type Pre Council

Department Public Works

Title

Update and discussion on the SH26/Colleyville Boulevard Reconstruction Project, and the Tinker Road/Oak Pointe Drive and SH26 Intersection

Explanation

This item is to update the City Council on the SH26/Colleyville Boulevard Reconstruction Project, and the alternatives that staff is evaluating for the Tinker Road/Oak Pointe Drive and SH26 Intersection.

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

Attachments

1. SH26/Colleyville Boulevard Reconstruction Project Update



SH26/Colleyville Boulevard Reconstruction Project Update

Pre Council
March 18, 2014

Previous Council Update

- February 18, 2014
 - Project Timeline
 - Change Order Status
 - Landscaping
 - Street signs and signal poles
 - Cottonbelt Phase III, sidewalks and crosswalks

Progress Since Last Update

- Project Construction
 - Contractor has focused on the bridge construction, and paving the future northbound lanes
- TxDOT/Contractor Communication
 - Staff is meeting weekly with both TxDOT, and the project contractor
- Staff has evaluated options in regard to the Oak Pointe Drive/Tinker Road and Colleyville Boulevard Intersection

Oak Pointe Drive / Tinker Road and Colleyville Boulevard Intersection

- Option 1** Alternate access, via emergency access gates until Tinker Road/Oak Pointe Drive intersection is permanently reconstructed
- Option 2** Temporary realignment of Oak Pointe Drive
- Option 3** Construct the intersection in its final configuration
- Option 4** Extend the funded phase of SH26 to include this intersection
- Option 5** Complete the construction of SH26 from Brown Trail to John McCain Road

Oak Pointe Drive / Tinker Road and Colleyville Boulevard Intersection – Option 1

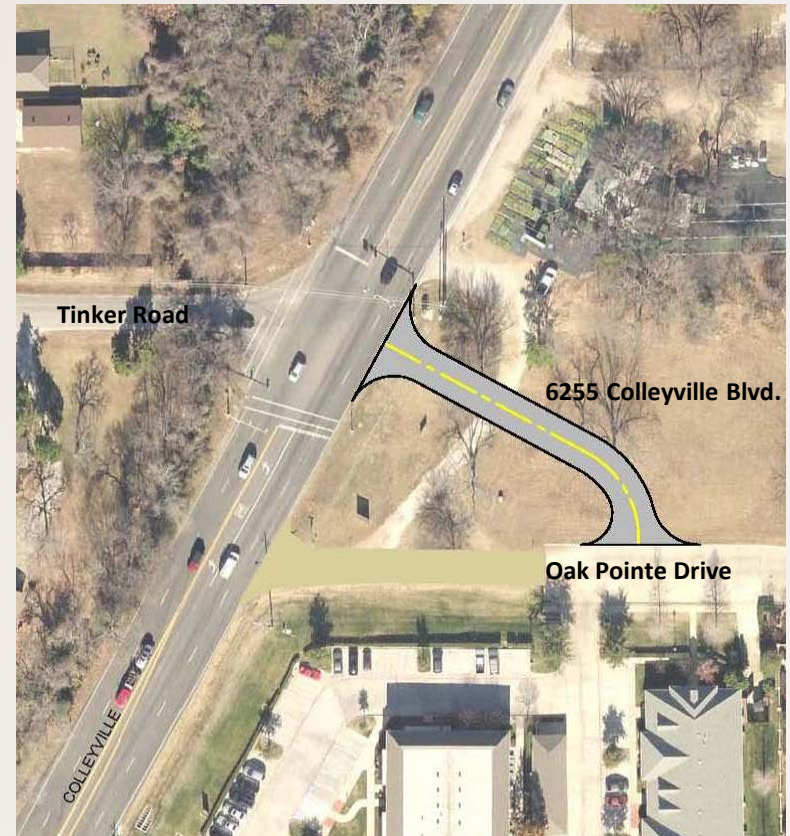
- Alternate access, via emergency access gates until Tinker Road/Oak Pointe Drive intersection is permanently reconstructed
- Considerations
 - Rehabilitation of the existing pavement on Wyatt Drive: estimated cost \$50,000
 - Consent of the Villas of Oak Pointe HOA to open the emergency access gate
 - Additional traffic on Wyatt Drive and through the Ross Downs Neighborhood



Oak Pointe Drive / Tinker Road and Colleyville Boulevard Intersection – Option 2

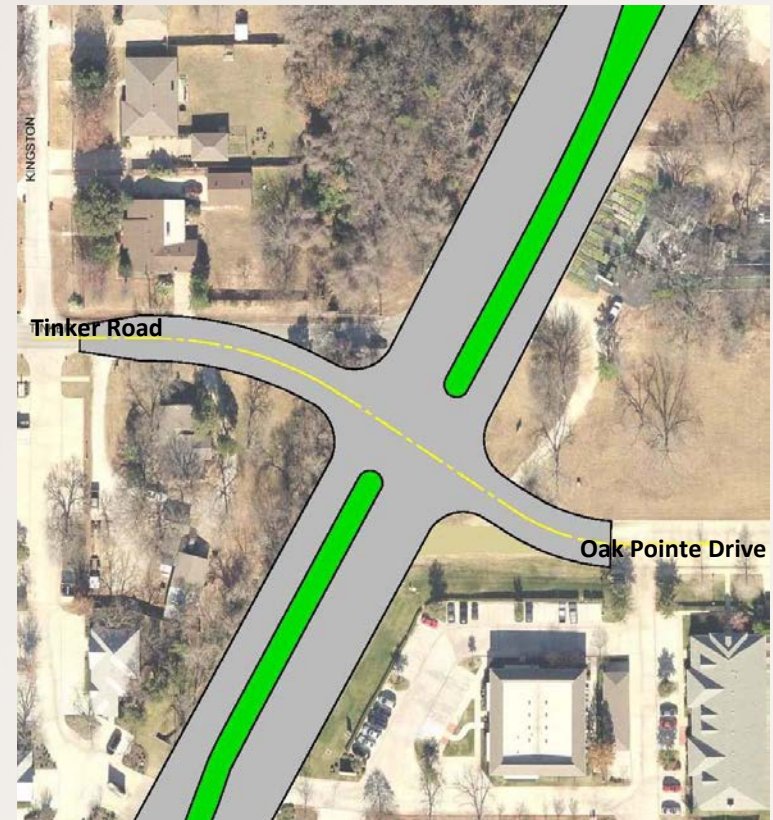
- Temporary realignment of Oak Pointe Drive until Tinker Road/Oak Pointe Drive intersection is permanently reconstructed
- Considerations
 - New Temporary Signals
 - Estimated Cost \$270,000*
 - TxDOT Permit and Plans

*** Subject to the property owner being receptive to a temporary easement (.25 acres) resulting in a significant impact to property at 6255 Colleyville Boulevard**



Oak Pointe Drive / Tinker Road and Colleyville Boulevard Intersection – Option 3

- Reconstruct the intersection in its final configuration
- Considerations
 - Estimated cost \$2,650,000
 - Leaves 1,200 feet of existing roadway between Tinker Road to Hall-Johnson Road
 - 1,000 feet is transitional pavement will be replaced when the roadway is constructed
 - Drainage constructed in the final configuration (\$700,000)
 - TxDOT Permit and Plans





Tinker Road

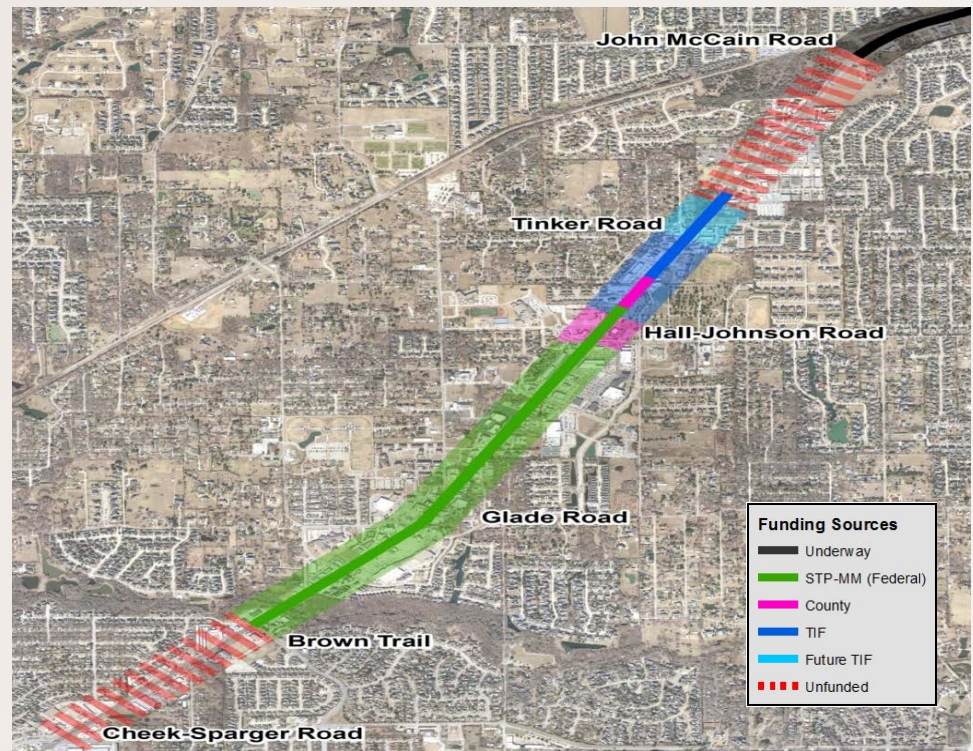
Oak Pointe Drive

Hardage Lane

Hall-Johnson Road

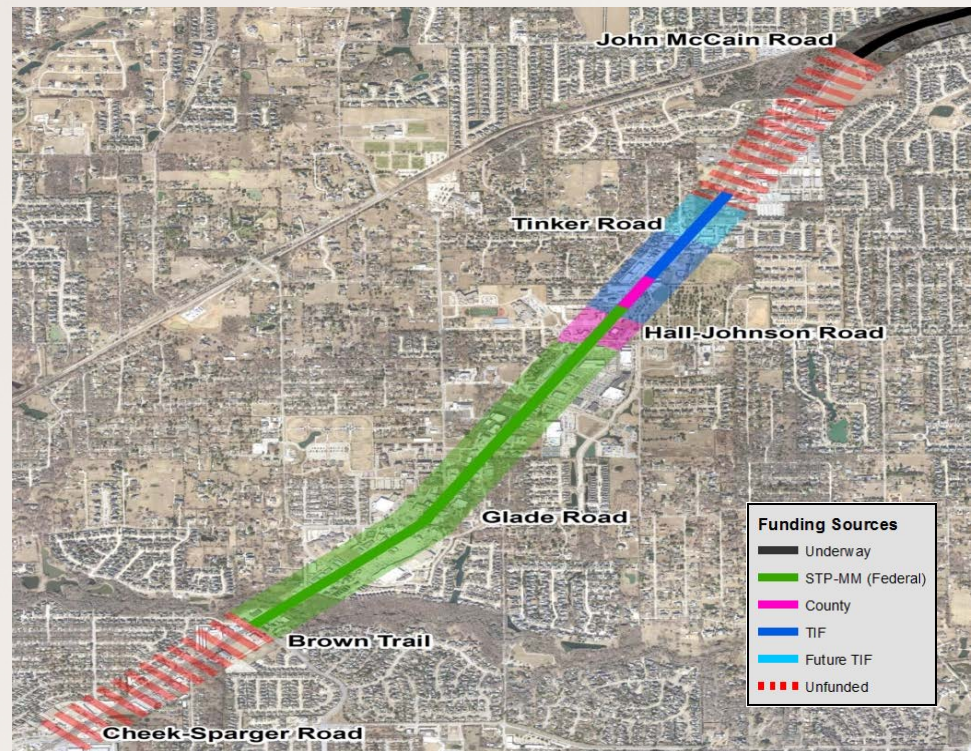
Oak Pointe Drive / Tinker Road and Colleyville Boulevard Intersection – Option 4

- Extend the funded phase of SH26 to include this intersection
- Consideration
 - Estimated cost \$5.4 million to extend the limits of the project
 - Requires a scope modification to the next phase of construction, and a funding agreement to cover the additional costs



Oak Pointe Drive / Tinker Road and Colleyville Boulevard Intersection – Option 5

- Complete the construction of SH26 from Brown Trail to John McCain Road
- Consideration
 - Estimated cost \$13 million to extend the limits of the project
 - Requires a scope modification to the next phase of construction, and a funding agreement to cover the additional costs





Questions and Comments



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-4

Agenda Date 03/18/2014

Type Pre Council

Department Public Works

Title

Discussion of a date to conduct a worksession for the Glade Road Project and Development Review Process

Explanation

On March 3, 2014, City Council conducted a worksession to discuss the Glade Road Project and the Development Review Process. Due to time constraints, only the Glade Road Project was discussed. City Council directed staff and the consultant to look at making some modifications to the Glade Road plans that were presented at the worksession, and staff is working with the consultant to address those requests. This worksession will be used to respond to the items on Glade Road, and discuss the Development Review Process.

Staff suggests possible dates for the worksession of Wednesday, April 16 or Thursday, April 17.

Attachments



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-5

Agenda Date 03/18/2014

Type Pre Council

Department Finance

Title

Presentation of the Monthly Financial Report - February 2014

Explanation

General Fund

The percentage of current year ad valorem taxes collected is 96.45%, which is ahead of that collected through February 2013. Sales tax revenue received in February is up 4.93% (\$17,291) from revenues reported for the same time period last year. Year to date General Fund sales tax is up 6.82% (\$52,384). This is the twelfth consecutive month of increased sales tax revenues as compared to the prior year, and is the highest February sales tax allocation ever received. This month's allocation is a quarterly allocation and includes sales tax on purchases made during the holiday time period. The annual electric franchise payment received from Oncor Electric was \$53,973 more than projected, due to higher customer usage. Seven residential building permits were issued along with three new commercial building permits. Permit revenues currently exceed budgeted projections by over \$199,267. Ambulance collections remain strong and currently exceed budgeted projections and the amount received last fiscal year through February. This increase in collections can be attributed to a 10% increase in hospital transports for the first quarter. The average amount expended by the General Fund departments at the end of February is 32.73% of the total appropriation, versus 34.70%, which was projected to be spent.

Utility Fund

Water usage decreased as compared to the amount sold through February 2013. Some of this decrease is attributable to the increase in rainfall (approximately 5 inches) during the beginning of the fiscal year. The average temperature for the month of November was also significantly below the average temperature for November 2013. Now that winter averaging for sewer calculations has been set, an increase in usage is expected as customers begin irrigating lawns during the spring months. The average amount expended by the Utility Fund departments at the end of February is 38.34% of the total appropriation, versus 41.58%, which was projected to be spent.

Attachments

1. February 2014 Monthly Financial Report

MONTHLY FINANCIAL REPORT - FEBRUARY 2014

GENERAL FUND		RECEIVED	PROJECTED	RECEIPT VS	RECEIVED	PERCENT
REVENUE SOURCE	FY 2014	AS OF	AS OF	PROJECTED	AS OF	CHANGE OVER
	BUDGET	2/28/2014	2/28/2014	INCR (DECR)	2/28/2013	PRIOR YEAR
Current Taxes	\$11,601,451	\$11,182,398	\$11,159,894	0.20%	\$10,413,578	7.38%
Delinquent Taxes	70,000	35,929	42,995	-16.43%	49,137	-26.88%
Penalty & Interest	65,000	19,978	20,545	-2.76%	19,913	0.33%
TOTAL AD VALOREM TAXES	\$11,736,451	\$11,238,305	\$11,223,435	0.13%	\$10,482,629	7.21%
Oncor Electric	\$840,000	\$893,973	\$840,000	6.43%	\$891,771	0.25%
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	38,793	41,750	-7.08%	42,920	-9.62%
Verizon/Others	84,000	35,017	35,000	0.05%	33,818	3.55%
Refuse/Recycling	145,800	61,013	60,749	0.43%	61,600	-0.95%
Cable TV	425,000	239,944	212,500	12.91%	213,655	12.30%
TOTAL FRANCHISE TAXES	\$1,988,300	\$1,374,065	\$1,294,999	6.11%	\$1,343,993	2.24%
Sales Tax	\$2,875,000	\$820,327	\$808,851	1.42%	\$767,942	6.82%
Mixed Beverage Tax	25,277	45,266	12,639	258.16%	33,500	35.12%
TOTAL SALES TAX	\$2,900,277	\$865,593	\$821,490	5.37%	\$801,442	8.00%
Building	\$485,768	\$316,144	\$202,403	56.19%	\$195,360	61.83%
Plumbing	48,680	25,419	20,283	25.32%	22,055	15.25%
Mechanical	28,868	15,366	12,028	27.75%	12,896	19.15%
Electrical	37,568	24,193	15,653	54.56%	20,969	15.38%
City License	37,372	19,580	15,572	25.74%	13,625	43.71%
Building Plan Review Fee	68,000	86,738	28,333	206.14%	42,822	102.56%
New Business	3,372	1,927	1,405	37.15%	1,739	10.81%
Sign Permit	5,463	3,440	2,276	51.13%	2,420	42.15%
Fence Permit	3,500	4,600	1,458	215.43%	2,075	121.69%
Fire Permits	6,500	2,950	2,708	8.92%	2,300	28.26%
Irrigation Permit	13,660	6,723	5,692	18.12%	5,976	12.50%
TOTAL LICENSES & PERMITS	\$738,751	\$507,080	\$307,813	64.74%	\$322,238	57.36%
Fines	\$750,000	\$289,464	\$289,063	0.14%	\$272,739	6.13%
Alarm Fees	52,000	22,331	21,667	3.07%	21,309	4.80%
Library Fines	22,500	9,210	9,375	-1.76%	9,363	-1.63%
TOTAL FINES	\$824,500	\$321,005	\$320,104	0.28%	\$303,411	5.80%

MONTHLY FINANCIAL REPORT - FEBRUARY 2014

REVENUE SOURCE	FY 2014 BUDGET	RECEIVED AS OF 2/28/2014	PROJECTED AS OF 2/28/2014	RECEIPT VS PROJECTED INCR (DECR)	RECEIVED AS OF 2/28/2013	PERCENT CHANGE OVER PRIOR YEAR
Re-zoning	\$7,500	\$3,372	\$3,125	7.91%	\$3,765	-10.44%
Plat Fee/Site Plan	4,000	7,343	1,667	340.55%	4,905	-49.69%
Board of Adjustment	1,250	875	521	68.00%	1,000	-12.50%
Sale of Material	100	485	42	1064.48%	4	11452.38%
Weed Mowing	6,500	11,048	2,708	307.94%	4,602	140.07%
Ambulance	275,000	167,750	114,583	46.40%	125,464	33.70%
Recreation Program	145,000	57,653	55,100	4.63%	47,752	20.73%
Non-Resident Fee Parks	35,850	18,295	17,925	2.06%	17,070	7.18%
Field Use Charge	20,500	11,480	10,250	12.00%	10,590	8.40%
Engineering & Inspection	0	142,575	0	100.00%	0	100.00%
Colleyville Center Rental	230,000	88,683	95,833	-7.46%	103,232	-14.09%
Lot Drainage Insp Fee	16,875	5,875	7,031	-16.44%	4,375	34.29%
TOTAL CHARGES FOR SERVICE	\$742,575	\$515,433	\$308,785	66.92%	\$322,758	59.70%
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%	10,215	-100.00%
Miscellaneous	54,000	38,680	37,260	3.81%	74,767	-48.27%
Use of Available Cash	1,000,000	0	0	0.00%	0	0.00%
Antenna Lease	70,040	39,382	39,382	0.00%	37,525	4.95%
TOTAL MISCELLANEOUS	\$1,164,040	\$91,862	\$81,642	12.52%	\$122,507	-25.01%
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	\$14,969,823	\$14,414,746	3.85%	\$13,698,978	9.28%

MONTHLY FINANCIAL REPORT - FEBRUARY 2014

	FY 2014 BUDGET	THROUGH 2/28/2014	THROUGH 2/28/2013	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
% OF CURRENT TAX ROLL COLLECTED	99.0%	96.45%	95.97%	0.48%	0.50%
RESIDENTIAL BLDG PERMITS	118	43	31	12	38.71%
COMMERCIAL BLDG PERMITS	6	4	4	0	0.00%
CITATIONS ISSUED	11,750	4,010	3,426	584	17.05%

GENERAL FUND EXPENSES

	FY 2014 BUDGET	EXPENDED THROUGH 2/28/2014	YEAR-TO-DATE PROJECTED EXPENDITURES	% OF BUDGET EXPENDED	BUDGET REMAINING
City Council	\$204,006	\$72,121	\$85,003	35.35%	\$131,885
City Manager	569,764	227,196	237,402	39.88%	342,568
City Secretary	211,725	78,643	88,219	37.14%	133,082
Finance	401,583	163,868	167,326	40.81%	237,715
Legal	130,460	62,289	62,358	47.75%	68,171
Engineering	510,915	162,049	177,881	31.72%	348,866
Economic Development	296,799	96,519	104,666	32.52%	200,280
Building Inspection	281,672	105,448	112,363	37.44%	176,224
Community Development	337,675	97,185	110,698	28.78%	240,490
Fire	4,259,224	1,809,451	1,824,677	42.48%	2,449,773
Police	4,172,062	1,603,674	1,693,359	38.44%	2,568,388
Parks	1,285,084	367,378	375,452	28.59%	917,707
Recreation	357,816	84,255	89,090	23.55%	273,561
Street Maintenance	3,840,966	424,107	500,403	11.04%	3,416,859
Library	674,061	237,064	240,859	35.17%	436,997
Communications	139,447	51,581	58,103	36.99%	87,866
Colleyville Center	312,513	107,024	110,214	34.25%	205,489
Human Resources	270,466	96,342	112,694	35.62%	174,124
Municipal Court	389,410	148,596	150,254	38.16%	240,814
Fleet Maintenance	226,290	89,482	94,288	39.54%	136,808
Building Services	362,845	154,866	156,185	42.68%	207,979
Information Services	1,065,205	558,494	563,835	52.43%	506,711
Non Departmental	859,068	249,564	357,945	29.05%	609,504
Capital Equipment Reserve	242,000	-	0	0.00%	242,000
Compensation Adjustment	132,911	-	0	0.00%	132,911
TOTAL EXPENSES	\$21,533,967	\$7,047,195	\$7,473,273	32.73%	\$14,486,772

MONTHLY FINANCIAL REPORT - FEBRUARY 2014

UTILITY FUND						
REVENUE SOURCE	FY 2014 BUDGET	RECEIVED AS OF 2/28/2014	PROJECTED AS OF 2/28/2014	RECEIPT VS PROJECTED INCR (DECR)	RECEIVED AS OF 2/28/2013	PERCENT CHANGE OVER PRIOR YEAR
Water Sales	\$9,820,661	\$3,080,327	\$3,044,405	1.18%	\$3,659,842	-15.83%
Sewer Sales	3,053,229	1,514,038	1,272,179	19.01%	1,222,242	23.87%
Sewer Installation	7,000	4,200	2,917	44.00%	3,300	27.27%
Water Installation	21,000	10,570	8,750	20.80%	7,380	43.22%
Sewer Tie-on Charges	5,000	3,000	2,083	44.00%	0	100.00%
Engineering Charges	5,000	81,784	5,000	1535.68%	3,676	2124.78%
Penalties	190,112	89,798	79,213	13.36%	84,670	6.06%
Miscellaneous	13,000	6,818	5,417	25.87%	7,548	-9.67%
TOTAL OPERATING INCOME	\$13,115,002	\$4,790,536	\$4,419,964	8.38%	\$4,988,658	-3.97%
Interest Income	\$20,300	\$0	\$0	0.00%	\$18,393	-100.00%
TOTAL NON-OPERATING INCOME	\$20,300	\$0	\$0	0.00%	\$18,393	-100.00%
TOTAL INCOME	\$13,135,302	\$4,790,536	\$4,419,964	8.38%	\$5,007,051	-4.32%

	THROUGH 2/28/2014	THROUGH 2/28/2013	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
GALLONS OF WATER SOLD	685,500,400	905,104,760	(219,604,360)	-24.26%
NUMBER OF WATER CUSTOMERS	9,447	9,344	103	1.10%

UTILITY FUND EXPENSES					
	FY 2014 BUDGET	EXPENDED THROUGH 2/28/2014	YEAR-TO-DATE PROJECTED EXPENSES	% OF BUDGET EXPENDED	BUDGET REMAINING
Billing	\$386,616	\$115,171	\$161,090	29.79%	\$271,445
Operations	9,515,310	3,710,766	3,964,713	39.00%	5,804,544
Utility Support	1,060,731	357,561	441,971	33.71%	703,170
Non-Departmental	292,868	80,427	122,028	27.46%	212,441
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	\$5,052,310	\$5,478,186	38.34%	\$8,124,262



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-6

Agenda Date 03/18/2014

Type Pre Council

Department City Secretary

Title

Discussion of the March 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 03/18/2014

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 551.072 - 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-14-3726

**A RESOLUTION APPROVING CITY COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF MARCH 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 MARCH 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 03/18/2014

Type Announcements, Proclamations and Presentations

Department City Council

Title

Presentation from the Viva La Run race series with Costa Vida and Brooks Shoes, sponsored by Luke's Locker, 5505 Colleyville Boulevard, Suite 102 - Mark Murphy and Paul Hudson - Mayor David Kelly and Economic Development Director Marty Wieder

In recognition of Colleyville's featured business - HOOKS U Salsa, P.O. Box 124, Colleyville, Zoubida Hooks, Owner/Creator - Mayor David Kelly and Economic Development Director Marty Wieder

Recognition of employees' years of service

Attachments

1. Employee Years of Service - Second Quarter Fiscal Year 2014

**City of Colleyville Employee Recognition
Fiscal Year 2014 – Second Quarter
Years of Service – January to March**

1 YEAR

ANDREW BRAY

Police

DAYLE CALLENDER-AGGOR

Library

MICAH HAYMAN

Police

LESLIE HILL

Colleyville Center

ADRIENNE LOTHERY

City Manager's Office

KELLY MINOR

Community Development

5 YEARS

JENNIFER FADDEN

City Manager's Office

15 YEARS

RAYMON CANNON

Police

KILA GURULE

Police

JOHN RETZOS

Police

**City of Colleyville Employee Recognition
Fiscal Year 2014 – Second Quarter
Years of Service – January to March**

15 YEARS

BRIAN THORNE
Police

20 YEARS

SCOTT HAM
Public Works

KATHY MOORE
Library/Parks and Recreation

25 YEARS

GARY MOORE
Police

RESOLUTION R-14-3727

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF
MARCH 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 18, 2014
 - b. Approval of the minutes of the City Council Worksession of March 3, 2014
 - c. Approval of a Toshiba Business Solutions Lease and Maintenance Agreement for multi-function photocopiers, for a period of 63 months, and authorizing the city manager to execute the agreement
 - d. Approval of a construction contract with JLB Contracting, LLC, for the Fiscal Year 2014 Street Reclamation and Miscellaneous HMAC Project, in an amount not to exceed \$1,967,150, with an option to renew four additional years, and authorize the city manager to execute the contract

AND IT IS SO RESOLVED.

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

City Council Chambers

Mayor David Kelly called the Pre Council meeting of the Colleyville City Council to order on February 18, 2014, at 5:31 p.m.

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

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

PC-1 Update and discussion on the SH26 reconstruction project

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

Mayor Kelly questioned staff regarding if signal modifications will have to be approved by TxDOT. Engineer Hutt replied yes.

Mayor Pro Tem Taylor questioned staff regarding if the funding for the project includes the intersection realignment for Tinker and Oak Point Drive. Engineer Hutt replied yes, with this particular scenario.

Mayor Pro Tem Taylor questioned staff regarding an ultimate solution for the intersection of Tinker and Oak Point Drive. Engineer Hutt replied staff does not have a hard cost for this portion of the project. He added there are some concerns with the drainage improvements needed to accommodate the configuration of the intersection.

Mayor Pro Tem Taylor stated there is a need for improvements at this intersection. He stated not knowing if waiting is the right option. Engineer Hutt replied staff would like the improvements to be made all at once; however, alternatives are being considered.

Councilmember Mogged stated the limited resources need to be spent wisely. He further explained the options given in the presentation.

Mayor Pro Tem Taylor stated he would like both to be done at the same time; the whole intersection.

Councilmember Mogged stated there are options being considered.

Councilmember Hart questioned staff regarding if all of the intersections have been completed, except this intersection at Tinker Road and Oak Point Drive. City Manager Jennifer Fadden replied signalized intersections.

Mayor Kelly stated there may be some width issues that need to be addressed. Engineer Hutt replied Wyatt Drive is 18 feet wide.

Councilmember Hall questioned staff regarding if the option is to use Wyatt Drive, as an interim solution. Engineer Hutt replied yes.

Mayor Pro Tem Taylor questioned staff regarding if the \$2.63 million is for the 10 foot trail. Engineer Hutt replied correct.

Mayor Pro Tem Taylor stated \$2.63 million for a 10 foot trail, after the right-of-way has been acquired seems to be a lot. Engineer Hutt replied that was a rough estimate for the trail between Cheek-Sparger Road and John McCain Road. He added the City was awarded a grant for half of that amount. He stated there are a lot of issues being imposed on a 10 foot trail that will cost more than originally expected. He added to be able to construct the trail up to the code requirements, there is an additional retaining wall required that was not expected. City Manager Jennifer Fadden added this is federally funded money to be used for the transportation enhancement project to be distributed by NCTCOG. She further added that to use those funds, the federal guidelines must be met.

Councilmember Short questioned staff regarding if the funds have to be spent within the SH26 right-of-way. City Manager Jennifer Fadden replied yes.

City Manager Jennifer Fadden stated the question is whether or not the grant is to be pursued. Mayor Pro Tem Taylor stated either way, it does not alleviate the cost to construct it. He added the cost to benefit the citizens of Colleyville is huge.

Councilmember Mogged questioned staff regarding if the money is applicable for the area between Hall-Johnson Road to Brown Trail, or is it specific to the area from Hall-Johnson Road to John McCain Road. City Manager Jennifer Fadden replied not currently; that is one of the issues staff is working on with COG and TxDOT. She stated the award is for specific limits for a specific piece of infrastructure.

Mayor Pro Tem Taylor questioned staff regarding the next update for the Tinker Road intersection. Engineer Hutt replied a decision will need to be made once the project plans begin moving forward. He stated if this intersection is to be included in the phasing, staff will work with TxDOT for a temporary realignment; however, if it is not included, staff will need to consider what will be done in the interim.

Mayor Pro Tem Taylor questioned staff regarding the intersection signal during the interim phase. Engineer Hutt replied a temporary road easement would be put through the vacant lot, with temporary lights.

Mayor Pro Tem Taylor questioned staff regarding the status of the vacant lot, does the City own that lot? Engineer Hutt replied the City does not own that lot; the right-of-way needed has been acquired. He added there may be further issues with needing additional right-of-way for the proper realignment of Tinker Road and Oak Pointe Drive.

Engineer Hutt stated if Oak Point Drive is to be realigned with the existing Tinker Road configuration, to utilize the existing signal light, additional right-of-way will need to be acquired on the vacant lot.

Councilmember Short questioned staff regarding if liquidated damages are coming into play. Public Works Director Bob Lowry replied no; negotiations are in place for the MSE (Mechanically Stabilized Earth) walls.

Mayor Kelly stated they are not being penalized for their own delays versus the contractor side.

Mayor Pro Tem Taylor questioned staff regarding why the migratory birds were not known about in the beginning. City Manager Jennifer Fadden explained it was a timing issue.

Mayor Pro Tem Taylor questioned staff regarding the MSE walls, what is wrong with ours? Engineer Hutt replied the structural components are being addressed to meet regulations.

Mayor Pro Tem Taylor questioned staff regarding the subcontractor issue. Engineer Hutt replied the steel rebar contractor went out of business and TxDOT could not acquire a new subcontractor until the paperwork was finalized.

Mayor Pro Tem Taylor questioned staff regarding who is AUI. Engineer Hutt replied they are the general contractor.

Mayor Kelly stated this is a TxDOT project, and the delays have been caused by them.

Councilmember Short questioned staff regarding why this is the first we have heard about this delay in the project; can City Council be updated more frequently on this project. City Manager Jennifer Fadden replied yes.

Mayor Pro Tem Taylor concurred. Councilmember Hart stated this project has started, and we have waited a long time for this to take place.

Councilmember Mogged questioned staff regarding if a follow-up could happen more often, maybe within the next few Council meetings. City Manager Jennifer Fadden agreed.

Councilmember Short stated as this project moves closer to the center of Colleyville, we must be informed of the status of the project.

Mayor Pro Tem Taylor stated City Council must stay ahead of this to be able to answer those questions. Engineer Hutt concurred.

Councilmember Hart questioned staff regarding if the updates will take place in the Orange Barrel report online. City Manager Jennifer Fadden stated as there is information to report, staff will let you know, especially since staff attends meetings with TxDOT. Councilmember Hart stated getting the information online to the citizens would be great.

Councilmember Wollin stated you can sign up for those updates through the website.

Mayor Pro Tem Taylor thanked the citizens in the audience for their attendance at the meeting.

Mayor Kelly questioned City Council regarding street lighting along the corridor at the intersections. Mayor Pro Tem Taylor stated he thought street lights had been discussed previously, on the street poles. City Manager Jennifer Fadden replied there have not been street lights on the utility poles.

Councilmember Mogged stated this should be readdressed.

City Manager Jennifer Fadden stated there are only street lights at the intersections.

Mayor Pro Tem Taylor stated he thought street lights were included in the plans. City Manager Jennifer Fadden replied there were no plans for street lighting outside of the intersections. Director Lowry stated generally the municipality will pay for the electricity for those lights.

Mayor Pro Tem Taylor stated he did not think people would want to walk the trail in the dark. City Manager Jennifer Fadden stated it may be difficult to install street

lighting on the edges of the pavement behind the curb because of right-of-way limitations. She added the best scenario would be street lighting in the median that will illuminate the driving lanes. Mayor Kelly added some of the developments, like Town Center, already have a lot of illumination within the center itself.

Mayor Pro Tem Taylor questioned staff regarding what else is unknown. City Manager Jennifer Fadden stated these plans are almost a decade old, therefore these questions are being asked.

Councilmember Mogged questioned staff regarding if there is a need for a rail or a barrier for the cross section. City Manager Jennifer Fadden stated the bridge design accommodates the 10 foot trail section with a four foot parkway between the outer lane of traffic and the trail on the bridge structure itself. She stated there was a lot of discussion about whether the barrier was needed between the vehicle traffic and the pedestrian traffic; however, TxDOT does not allow any type of a barrier. She stated at that time, the settled solution was to increase the curb height from six inches to eight inches, on the bridge section itself; after the bridge, the trail meanders away from the street.

Councilmember Short questioned staff regarding if the rail is not allowed, or if it is not able to be paid for? Director Lowry replied the rail can be done as a crash worthy barrier; however, it is very costly. City Manager Jennifer Fadden stated the bridge would have to be redesigned to handle the load, therefore TxDOT stated if the City wanted this to be done, we would have to fund it.

Mayor Pro Tem Taylor questioned staff regarding if the barrier has to be crash worthy. Director Lowry replied yes.

Mayor Pro Tem Taylor stated the eight inch curb would help to eliminate the traffic concern. Director Lowry stated there are debates whether or not the curb is safe, especially since the vehicle can launch, if hit at the right angle.

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

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

The two changes made to the budget preparation calendar included: (1) moving the May Budget Worksession and Colleyville Crime Control and Prevention District (CCCPD) Worksession from Thursday, May 29th to Wednesday, May 28th at 5:00 p.m. and 5:30 p.m., respectively; and (2) moving the Special City Council meeting and Colleyville Economic Development Corporation (CEDC) Budget Worksession originally scheduled for August 14th, to August 12th, which is the same day as the Budget Worksession and another Special City Council meeting (so combine items for the two meetings into one special meeting).

PC-3 Presentation of the Quarterly Performance Management Report

There was no discussion of this item.

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

There was no discussion of this item.

PC-5 Discussion of the February 18, 2014, City Council regular agenda items

Mayor Kelly adjourned the Pre Council meeting at 6:35 p.m.

The regular meeting of the Colleyville City Council was called to order by Mayor Kelly at 8:02 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, Public Works Director Bob Lowry, City Engineer Jeremy Hutt, Finance Manager Karen Hines, Community Development Director Ron Ruthven, Planning and Development Coordinator Mary Elliott, Communications and Marketing Director Mona Gandy, 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 551.071 - 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

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 6:35 p.m. and reconvened at 6:36 p.m.

**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**

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 Wollin thanked Economic Development Director Marty Wieder for the presentation provided for the Texas Municipal League Conference, which was given by Mayor Kelly. Mayor Kelly thanked Director Wieder as well.

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

Mayor David Kelly and Economic Development Director Marty Wieder recognized Albertsons Market and Juan Limon, Service Manager, as the featured business of the month.

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

Mayor David Kelly presented the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting to City Manager Jennifer Fadden, 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

Mayor Kelly read Resolution R-14-3723 in its entirety.

Public Works Director Bob Lowry presented item 4b and briefed City Council.

Mayor Kelly opened the public hearing at 8:14 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 8:14 p.m.

Mayor Pro Tem Taylor stated this will be a huge expense to get done, however, it is recovered quickly by the efficiencies once it is created.

Mayor Pro Tem Taylor questioned staff regarding what if something is missed, will they come back to complete the data. Director Lowry stated that is possible, however, they are a very reputable engineering firm that will complete the work.

Mayor Pro Tem Taylor questioned staff regarding what is in place to manage the outcome. Director Lowry replied an asset management software was acquired to manage this data.

Councilmember Hart questioned staff regarding shut off valves. Director Lowry replied eventually all shut off valves will be located. Councilmember Hart stated this will be money well spent to acquire complete knowledge of the system.

Councilmember Mogged questioned staff regarding if this will be a documentation system that will allow for the future improvements. Director Lowry replied yes, and it will provide "what if" scenarios, to test the infrastructure system for future development.

Mayor Kelly moved to approve Resolution R-14-3723. 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. 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

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

Mayor Kelly opened the public hearing at 8:21 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 8:21 p.m.

Mayor Kelly moved to approve Ordinance O-14-1907. 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

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

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

Mayor Kelly opened the public hearing at 8:22 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 8:22 p.m.

Mayor Kelly moved to continue Ordinance O-14-1908 to the March 18, 2014 City Council meeting. Councilmember Wollin seconded the motion.

The motion to continue 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

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

Mayor Kelly read the caption of Ordinance O-14-1909 in its entirety.

Mayor Kelly opened the public hearing at 8:23 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 8:23 p.m.

Mayor Kelly moved to approve Ordinance O-14-1909. 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. 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

Mayor Kelly stated City Council is passing over this item.

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

There was no discussion of this item.

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

There was no discussion of this item.

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

This resolution was not needed.

10. ADJOURNMENT

There being no further business before the City Council, Councilmember Mogged moved to adjourn, and Councilmember Hart 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 8:23 p.m.

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

Minutes taken and prepared by:



*Amy Shelley, TRMC
City Secretary*



City of Colleyville

City Council Worksession

MINUTES - DRAFT

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

Monday, March 3, 2014
5:30 p.m.

Executive Conference Room
Third Floor, City Hall

Mayor David Kelly called the City Council Worksession to order in the Executive Conference Room on March 3, 2014, at 5:37 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, Fire Chief Brian Riley, Fire Marshal Rob McKeown, Economic Development Director Marty Wieder, Public Works Director Bob Lowry, City Engineer Jeremy Hutt, Management Analyst James Hubbard, Community Development Director Ron Ruthven, Development Coordinator Mary Elliott, Information Systems Manager Chris Pena, and City Secretary Amy Shelley.

The worksession was recessed at 5:37 p.m.

2. EXECUTIVE SESSION - In accordance with Texas Government Code Chapter 551, Sub Chapter D

Section 551.074 - Personnel - Deliberate the appointment, employment, evaluation, and duties of the city manager

Mayor Kelly explained the Executive Session had been called in accordance with the Texas Government Code, Chapter 551, Subchapter D, Section 551.074, Personnel. He further explained there would be no decisions made or action taken during this time. The Executive Session was adjourned at 6:18 p.m.

The worksession reconvened at 6:24 p.m.

3. PRESENTATION AND DISCUSSION

3a Presentation and discussion of the preliminary design of the Glade Road Project

Public Works Director Bob Lowry presented this item and briefed City Council. He also introduced Chad Gartner and Jacob Sundin with TranSystems, design engineer for the Glade Road Project, to additionally present and brief City Council regarding this item.

Mayor Kelly noted some of the landscaping along Glade Road, particularly at the Mill Creek subdivision, could be reduced.

Councilmember Mogged questioned Mr. Gartner regarding if the trees are such because of the roadway or the walkway design, particularly along west Glade Road. Mr. Gartner replied because of the walkway design. He added it is probably a fair 50/50 split between the design of the roadway and walkway.

Councilmember Short questioned staff regarding if the roadway has been discussed with neighboring Hurst. Public Works Director Bob Lowry replied yes.

Councilmember Hall questioned Mr. Gartner regarding the roadway into Rockrimmon. Mr. Gartner replied the entrance into Rockrimmon will need to be tied into the new roadway proposed for this section of Glade Road.

Councilmember Mogged questioned Mr. Gartner regarding if there is a westbound left turn lane proposed for Mill View Drive. Mr. Gartner explained the left turn lane scenarios for this section of Glade Road.

Councilmember Hall questioned Mr. Gartner regarding the existing trees. Mr. Gartner explained the trees to be preserved, and how they are noted on the exhibit.

Mayor Pro Tem Taylor questioned Mr. Gartner regarding if the existing concrete on Glade Road will be used. Mr. Gartner replied yes, much of the existing concrete will be used along Glade Road.

Mayor Kelly stated it is important to ensure the road is kept in good condition.

Councilmember Short stated he noticed there is a retaining wall adjacent to Mill View Drive. Mr. Gartner replied yes, there is a retaining wall.

Councilmember Short questioned Mr. Gartner regarding the left turn onto Fry Lane. Mr. Gartner replied there will be a right in, right out, to allow for correct traffic flow.

Mayor Pro Tem Taylor questioned Mr. Gartner regarding the street width at Mill Creek Drive. Mr. Gartner replied it is between 22-24 feet in width.

Mayor Pro Tem Taylor questioned Mr. Gartner regarding the proposed width. Mr. Gartner replied 28 feet from back-of-curb to back-of-curb.

Mayor Pro Tem Taylor questioned Mr. Gartner regarding the protected turn width. Mr. Gartner replied another 11 feet.

Councilmember Hall questioned Mr. Gartner regarding if the roadway will be roughly six feet wider than how it currently exists. Mr. Gartner replied yes, with curb and gutter.

Councilmember Hall questioned Mr. Gartner regarding trails and sidewalks. Mr. Gartner replied the design incorporates the Master Plan requirements of a 10 foot wide trail on the north side, and a five foot sidewalk on the south side of Glade Road.

Councilmember Wollin questioned Mr. Gartner regarding the types of trees. Mr. Gartner replied the types have not been depicted; however, the ones noted on the exhibit, with black marks, are the trees to be removed, which are six or more inches in diameter.

Councilmember Hall questioned Mr. Gartner regarding if there is an exhibit which shows the trees to be planted. Mr. Gartner replied no, there is no graphic for that.

Mayor Kelly stated the landscape schematic can be discussed at a later time.

Councilmember Hall questioned Mr. Gartner regarding if the triangular piece of property will be eliminated with the proposed roundabout at Glade Road and Bransford Road. Mr. Gartner replied it may shift more towards the property on the southwest corner.

Councilmember Hall questioned Mr. Gartner regarding the resident at the southwest corner of the proposed roundabout. Mr. Gartner replied this resident is receptive to the roundabout.

Mayor Pro Tem Taylor stated he liked the fact that the residents like the roundabouts as a primary solution.

Mayor Kelly questioned staff regarding if there will be ground lighting with this intersection, like at Glade Road and Jackson Road. City Manager Jennifer Fadden replied yes, there can be.

Councilmember Wollin questioned Mr. Gartner regarding if this roundabout will be a single lane roundabout. Mr. Gartner replied yes.

Councilmember Hall stated the lanes will need to be clearly identified, unlike the ones at John McCain and Pleasant Run Road.

Mayor Pro Tem Taylor questioned Mr. Gartner regarding the right turn lane. Mr. Gartner replied the geometry of the intersection requires the right turn lane to make the angles.

Mayor Kelly questioned Mr. Gartner regarding the northbound traffic and the two lanes. Mr. Gartner replied there will still be two lanes.

Mayor Pro Tem Taylor questioned Mayor Kelly regarding the layout of the parking lot at Bransford Elementary School. Mayor Kelly stated the unloading and loading of children does not allow for a different layout of the parking lots.

Councilmember Wollin questioned Mr. Gartner regarding if they have met with the principal of Bransford Elementary School. Mr. Gartner replied they have not, at this point.

Councilmember Hall stated there may need to be a stop sign at the right turn lane.

Councilmember Short questioned Mr. Gartner regarding a cross walk. Mr. Gartner replied there is not one proposed, however, they can design one, if necessary.

Councilmember Hall concurred with Councilmember Wollin about meeting with the principal.

Mayor Kelly questioned staff regarding if the landscaping would be included in the cost of the roundabout at Bransford. City Manager Jennifer Fadden replied the cost could be included.

Mayor Kelly questioned staff regarding if the Glade Road area will be raised with the reconstruction of SH26. Director Lowry replied not knowing at this time.

Councilmember Wollin stated she would like Bedford Road to be re-aligned with Oak Timbers Court.

Mayor Kelly stated the pavement markers need to be significant at Glade Creek Drive and Glade Road because of the visibility issues.

Councilmember Short stated he envisions Thompson Terrace to be aligned with Bedford Road to help form the backside of the commercial properties.

Mayor Pro Tem Taylor questioned Mr. Gartner regarding the gradual turn on Thompson Terrace. Mr. Gartner replied they are trying to design the roadway with a 30 mph design speed.

Discussion occurred regarding the long term needs for the Bedford Road and Thompson Terrace intersection improvements, specifically to commercial development/redevelopment.

Councilmember Mogged questioned Mr. Gartner regarding if the realignment of Bedford Road and Thompson Terrace will cause an issue to a longer trailer/vehicle. Mr. Gartner replied it will improve the traffic flow.

Mayor Kelly questioned Mr. Gartner regarding if a left turn lane to Thompson Terrace would be a suitable compromise. Mr. Gartner replied it could be done.

Mayor Pro Tem Taylor stated all of the pavement markings need to be more significant, so that people will not blow through them when passing others.

Councilmember Short stated he does not want to miss an opportunity, given this investment.

Mayor Pro Tem Taylor stated now is the time to address this issue given that there are vacant properties in this location.

Councilmember Hall concurred and added there needs to be a solution, just not sure what needs to be done.

Mayor Kelly questioned City Council whether or not there needs to be a straight connection to Bedford Road from Thompson Terrace. Mayor Pro Tem Taylor stated there are options.

Mr. Gartner stated they would rather eliminate another intersection on this roundabout.

Mayor Kelly stated there needs to be more work done at the Bedford Road and Thompson Terrace intersection options. Councilmember Short stated he prefers the connectivity between Bedford Road, Thompson Terrace, and Main Street.

Mayor Pro Tem Taylor stated this portion is becoming a destination area.

Councilmember Mogged questioned if the pain is less on the north side of Glade Road versus the south side of Glade Road. Mr. Gartner replied slightly.

Mr. Gartner questioned City Council regarding Old Glade Road access. Councilmembers Wollin and Mogged stated access needs to remain in place, especially given the restaurants in this area. Mayor Kelly suggested Mr. Gartner should get with the Economic Development Director regarding commercial development for that area.

Councilmember Hart questioned Mr. Gartner regarding if they met with the resident at the southwest corner of the Riverwalk intersection. Mr. Gartner replied yes, they met with that homeowner, one-on-one before the public meetings.

Director Lowry stated the property owner intended to flip the house, however, he now has a renter in it.

Councilmember Mogged questioned Mr. Gartner regarding if they chose not to move more north with the roundabout due to the retention ponds in the area. Mr. Gartner replied yes.

Mayor Pro Tem Taylor stated he thought it would be more cost effective to reshape the retention areas, rather than have to purchase properties.

Councilmember Short questioned Mr. Gartner regarding if the right-of-way is necessary. Mr. Gartner replied yes.

Councilmember Hall questioned Mr. Gartner regarding if the drainage improvements will be improved south of Riverwalk. Mr. Gartner replied yes.

Councilmember Short questioned Mr. Gartner regarding if the trail will be rebuilt. Mr. Gartner replied no, because of the grade adjustment to Bluebonnet Drive.

Councilmember Hall stated this area could be greatly enhanced with landscaping improvements.

Councilmember Mogged questioned Mr. Gartner regarding the driveway intersection directly to the west of Glade Road and Bluebonnet Drive. Mr. Gartner explained the roadway design will actually become flattened at this intersection to allow for this driveway to remain in place.

Councilmember Mogged stated he wants to ensure the intersection is safe. Mr. Gartner replied they will consider options.

Discussion occurred regarding the intersection at Glade Road and Bluebonnet Drive, and the property owners' driveway entrance.

Mayor Pro Tem Taylor stated having concerns for speed at this intersection.

Mayor Pro Tem Taylor questioned Mr. Gartner regarding the line of sight distance. Mr. Gartner replied it is currently at 100 feet, but with the improvements, it will be at 300 feet.

Councilmember Hall questioned Mr. Gartner regarding the intersection at Cranbrook Drive. Mr. Gartner replied the grade increase is such that the intersection approach needs to be increased.

Mayor Kelly questioned Mr. Gartner regarding a left turn lane at Chelsea Drive. Mr. Gartner replied a continuous left turn may be necessary rather than a single left turn lane at Chelsea Drive.

Councilmember Hart stated this neighborhood, off Chelsea Drive, extends to Hall-Johnson Road; and, therefore a lot of traffic comes down Chelsea Drive to Glade Road and vice-versa.

Councilmember Hart questioned Mr. Gartner regarding if any of the sidewalks will be affected by the increase in the drive access to Chelsea Drive. Mr. Gartner explained the layout of the sidewalks with the increased access.

Mayor Kelly stated this will serve as an opportunity to clean up the landscaping, especially the scrub trees.

Mayor Pro Tem Taylor questioned Mr. Gartner regarding if this will eliminate the bar ditches. Mr. Gartner replied yes.

Mayor Kelly questioned Mr. Gartner regarding if there is a way to do the ribbon drainage for the flat look. Mr. Gartner replied no; the problem with the ribbon drainage is, because of the narrow slot for water; they are very inefficient.

Mayor Kelly stated to maintain the rural feel, the ribbon curb would suffice.

Councilmember Short questioned Mr. Gartner regarding if the slot would be on the edge of the road. Mr. Gartner replied a ten foot wide swale about a foot deep would be required. He stated to eliminate the need for more right-of-way, there would need to be a slotted drainage.

Councilmember Hall questioned Mr. Gartner regarding the location of the slotted drainage. Mr. Gartner explained it would be located in front of the ribbon curb.

Councilmember Short questioned Mr. Gartner regarding if the slotted drainage actually takes less right-of-way. Mr. Gartner replied that is the theory; however, they are inefficient.

Councilmember Mogged questioned Mr. Gartner regarding the section of Glade Road with two lanes, with a curb, how will emergency vehicles pass through. Mr. Gartner replied it will be difficult, especially during the higher peaks of traffic. Councilmember Mogged stated the ribbon curb allows for more room to move in those instances.

Mayor Pro Tem Taylor stated Montclair Drive needs to be a protected turn lane.

Mayor Kelly stated Jim Mitchell Trail E. needs to be a protected turn lane. Councilmember Mogged suggested a continuous turn lane. Mr. Gartner replied a visible barrier could be installed.

Mayor Kelly recessed the worksession at 8:02 p.m.

Mayor Kelly reconvened the worksession at 8:10 p.m.

Councilmember Mogged questioned Mr. Gartner regarding Sections 3A, 3B, and 3C, which would be the worst to complete. Mr. Gartner replied he did not have the breakdown for such.

Mayor Kelly questioned Mr. Gartner if the cost includes the possible roundabout at Thompson Terrace. Mr. Gartner replied it did not.

Mayor Pro Tem Taylor questioned Mr. Gartner regarding the 12-18 months, is that for the A, B, or C portion. Mr. Gartner replied that is for the entire Section 3.

Mayor Pro Tem Taylor stated he would like to see the timeframe for the section east of Bluebonnet to SH26. Mr. Gartner replied he would have to get back to them with that breakdown.

Councilmember Wollin questioned Mr. Gartner regarding the Senior Center access going eastbound. Mr. Gartner replied there are no turn lanes. City Manager Jennifer Fadden stated there may need to be a continuous turn lane.

Councilmember Mogged stated there are some concerns for the Summerbrook entrance.

Councilmember Wollin questioned Mr. Gartner regarding the width of the medians for Section 4. Mr. Gartner replied 16 feet at its widest; where there is a left turn lane, the median narrows to about four feet. He added this is the widest of the four sections proposed.

Mayor Pro Tem Taylor questioned Mr. Gartner regarding the capacity to handle existing traffic volumes; what capacity can it handle with the growth. Mr. Gartner replied this section will hold 15-20,000 cars per day.

Mayor Pro Tem Taylor stated being concerned for making these improvements and then being almost at capacity.

Councilmember Hall stated the Glade Road and Heritage Avenue intersection is the most passable.

Councilmember Mogged stated it does flow very well, except for the turning at Roberts Road.

Councilmember Hall questioned Mr. Gartner regarding if an opportunity to turn left on Glade Road, from southbound on Roberts Road, will still exist. Mr. Gartner replied yes.

Councilmember Hall stated he receives complaints about turning left on Glade Road from Roberts Road.

Mayor Kelly questioned Mr. Gartner regarding if the trees on the Brook Meadows side will be removed. Mr. Gartner used the exhibit to show the trees to be removed.

Councilmember Short questioned Mr. Gartner regarding if there is any need for the increased median west of Green Oaks. Mr. Gartner stated it narrows down as it approaches the roundabout.

Councilmember Short questioned Mr. Gartner regarding if that median could be extended. Mr. Gartner replied yes.

Mayor Kelly questioned Mr. Gartner regarding pavers. Mr. Gartner replied it would be a colored stamped concrete, raised.

Mayor Kelly questioned staff regarding the color of the pavers. Director Lowry replied most likely a pink or red to match the existing brick in the roundabout.

Councilmember Short questioned Mr. Gartner regarding if there is a retaining wall located at Roberts Road. Mr. Gartner replied it will be a combination sidewalk and retaining wall.

Mayor Kelly questioned Mr. Gartner regarding if there would be additional right-of-way needed for a ribbon curb. Mr. Gartner replied yes, to create the barrier free area.

Mayor Kelly questioned staff regarding if a sloping curb would be an option. Director Lowry replied yes; however, it will not provide the barrier needed.

Councilmember Mogged questioned staff regarding if that is the same for drainage purposes. Director Lowry replied generally the sloping curb is not as high, and depending on the speed of rain, the drainage design will have to accommodate for such.

Mayor Pro Tem Taylor stated the curb would be in place as a protective buffer. Mayor Kelly stated he wanted to maintain the rural feel.

Councilmember Mogged stated having concerns of the improvements looking more urban and a lot less rural.

Mr. Gartner stated that with a sloping curb, the tree line will be about 10-20 feet off the street; however, with a traditional curb, the tree line will be up closer, since the curb will be the protective barrier.

Councilmember Short questioned Mr. Gartner regarding why the 10-20 foot setback for the tree line. Mr. Gartner replied obstructions are typically kept out of the drainage area.

Councilmember Mogged suggested maybe there are sections to alternate the ribbon curb with the traditional curb.

Councilmember Wollin questioned Mr. Gartner regarding how close the trees can be planted with the traditional curb. Mr. Gartner replied between 4-5 feet.

Mr. Gartner explained the pavement types (asphalt versus concrete), and the citizen results of preference.

Mr. Gartner explained the curb types (traditional curb versus ribbon curb), and the citizen results of preference.

Mayor Pro Tem Taylor stated he thought the citizens preferred asphalt. Mr. Gartner replied at the first public meeting, they did prefer asphalt; however, at the second public meeting, the pavement types were not discussed and therefore, the citizens preferred the concrete.

Mayor Pro Tem Taylor questioned Mr. Gartner regarding where the surveys came from? Mr. Gartner replied it was an anonymous survey.

Mayor Kelly stated there has been a trail/sidewalks plan in place along Glade Road.

Councilmember Mogged stated most believe that trees are eliminated with trails/sidewalks. Mayor Kelly stated landscaping can be added, and in a planned manner, that will create a better appearance.

Mr. Gartner explained the recommendation of curb and gutter in order to provide the barrier along Glade Road. Councilmember Short stated he prefers the ribbon curb option. Councilmember Wollin concurred.

Councilmember Hall questioned Mr. Gartner regarding the right-of-way necessary for the curb and gutter option. Mr. Gartner replied between 10-15 feet.

Mayor Kelly stated the prime area for the ribbon curb option, would be along Glade Road and Chelsea Drive. He added there may be alternatives, given the trees along this corridor.

Councilmember Short questioned Mr. Gartner regarding the width of the roadway with the curb and gutter option. Mr. Gartner replied 28 feet.

Councilmember Short questioned Mr. Gartner regarding the width of the roadway with the ribbon curb option. Mr. Gartner replied 26 feet.

Councilmember Hall questioned Mr. Gartner regarding if there would be a swale along the sides of the ribbon curb option, filled with grass? Mr. Gartner replied yes.

Councilmember Hall questioned staff regarding who would maintain the swale area. City Manager Jennifer Fadden replied the Code of Ordinances requires the adjacent property owner to maintain the right-of-way to the edge of the street or curb.

Mayor Pro Tem Taylor questioned staff regarding if the adjacent property owner is required to maintain any rutted areas. City Manager Jennifer Fadden replied the Code only addresses the vegetation portion.

Councilmember Short questioned Mr. Gartner regarding the right-of-way width needed. Mr. Gartner replied typically 80 feet.

Mayor Pro Tem Taylor stated not understanding why they want ribbon curb along the main corridor, but not within their own neighborhood.

City Councilmembers concurred with the asphalt surface.

Councilmember Hall stated the preference for ribbon curb versus curb and gutter would depend upon emergency vehicle traffic.

Mayor Kelly stated most of Glade Road, within Section 4, is already curb and gutter. Mayor Pro Tem Taylor stated most of west Glade Road is ribbon curb.

City Manager Jennifer Fadden questioned if City Council would like to see the option with the right-of-way for ribbon curb. She added staff will be coming back to City Council with an update before moving forward. Mayor Kelly stated there are some homes that are currently close to Glade Road.

Councilmember Short stated he would like to see more options.

Councilmember Hall stated he would like to keep the 10 foot sidewalks/trails, since that is what the people like.

Councilmember Mogged stated there may be some flexibility allowed for the right-of-way necessary for the sidewalks/trails regarding the width.

Mayor Kelly stated there has been a plan in place regarding sidewalks/trails for some time.

Mayor Pro Tem Taylor stated we need to stick with what the people want regarding trails.

Mayor Kelly stated, to complete the connectivity is what has always been desired. Mr. Gartner added the design has accommodated some of the trees.

Mayor Pro Tem Taylor stated there needs to be some planning for the future.

Councilmember Short questioned Mr. Gartner regarding what is the impact of the right-of-way if the trail is reduced to accommodate the trees. Mr. Gartner replied it would make a minimal difference.

Councilmember Hart questioned Mr. Gartner regarding the current lighting along Glade Road. Mr. Gartner replied there are a few areas in which lighting is currently in place.

Mayor Pro Tem Taylor stated the intersections and roundabouts need ornamental lighting. He stated the trees tend to block the lighting, especially in the spring and summer months.

Councilmember Short questioned Mr. Gartner regarding if there are better locations for lighting versus others. Mr. Gartner replied low level lighting for trails, and pole lighting for intersections, and such.

Councilmember Short questioned Mr. Gartner regarding if pedestrian scale lighting will light up the curbs. Mr. Gartner replied yes, to a certain extent.

Mayor Pro Tem Taylor stated being in favor of that type of lighting.

Councilmember Hall questioned Mr. Gartner regarding the placement of the pedestrian lighting. Mr. Gartner replied not knowing at this time.

Mayor Kelly suggested looking at ornamental lighting at the roundabouts, and some sort of central lighting at the intersections along the trail.

Councilmember Hall questioned staff regarding the two year time difference from Sections 3B, 3C, and Section 1. City Manager Jennifer Fadden replied funding constraints.

Councilmember Hall questioned Mr. Gartner regarding when the Bransford Road roundabout would begin. Mr. Gartner replied the summer of 2015.

Mayor Pro Tem Taylor questioned Mr. Gartner regarding why Section 4 has priority over Section 3A. Mr. Gartner replied not necessarily priority, there is minimal right-of-way to acquire and the utilities appear to be clear; therefore, construction can begin the first part of 2015. He stated with Section 3A there is right-of-way to acquire, and additional utility work that has to be relocated prior to construction.

Councilmember Short stated the intersection at Bluebonnet Drive and Glade Road is the number one priority in Section 3A, would work begin with this section prior to the right-of-way and utility work that needs to be completed prior to moving forward? Mr. Gartner replied the idea would be to have the right-of-way and utility work out of the way before Section 3A construction is started.

Mayor Kelly stated it could go quicker; however, if there are any right-of-way issues, the project would be delayed.

Councilmember Hall questioned Mr. Gartner regarding if the development at the corner of Bluebonnet Drive and Glade Road was considered during the design schedule. Mr. Gartner replied yes, just to see if anything would need to be more aggressive; however, because of funding issues, Section 4 would slide to mid-2015 as well, so there would be no construction until mid-2015, but if Section 4 was moved first, construction could begin in the first part of 2015, rather than altering the delay.

Mayor Pro Tem Taylor stated if he listens to the complaints, they do not want this. He stated he does not want competing funding for the areas that need to be addressed first. He stated the portion from SH26 to Bluebonnet Drive is the most important. Mr. Gartner stated it makes more sense to move Section 4 before Section 3A because of the funding.

Mayor Kelly stated it is good to get started on the project, to begin moving forward. He stated we can explain the design constraints.

Mayor Pro Tem Taylor stated not wanting to get into a situation of where something is not considered, and then getting distracted by other things that require the funds.

Councilmember Hall questioned staff regarding the completion of the development at Bluebonnet and Glade Road. Director Lowry replied the development infrastructure will be done prior to this being started.

Councilmember Mogged stated he concurred with Mayor Pro Tem Taylor, in that it seems the end result is done as quickly as possible.

Mayor Pro Tem Taylor stated being concerned about not having enough staffing to cover this project.

Mayor Kelly stated there may be sections that can be completed in the interim.

Councilmember Short stated he does not want the interim sections to detract from his number one priority, the Bluebonnet and Glade Road intersection.

Mayor Pro Tem Taylor stated his first priority is to have the section from Bluebonnet Drive to Bransford Road be complete.

City Manager Jennifer Fadden questioned City Council regarding repackaging the sections and looking at the Bransford Road roundabout through the Bluebonnet Drive intersection as a separate section. Mr. Gartner replied Section 2 and 3A are pretty much back-to-back. He added the right-of-way acquisitions and utility relocations are the issues.

Councilmember Mogged stated it all depends on how quickly we want to move through this project. City Manager Jennifer Fadden stated this project cannot be started with the current staffing level. She further explained all of the current projects.

Mayor Pro Tem Taylor stated this particular section (west of the Bransford Road roundabout through east of the Bluebonnet Drive intersection) needs to be prioritized, but the right-of-way acquisitions and utility relocations can also be started on the other sections.

Mayor Kelly stated not having an issue with pushing Section 4 off to a later time, 2017. Mr. Gartner stated as projects are pushed down the road, the cost will go up.

Mayor Pro Tem Taylor stated right-of-way acquisitions and utility relocations will still need to be done. He stated it is important for the tax payers to see the work being started, and done as quickly as possible.

Mayor Kelly suggested the phasing of the project be reworked. Mr. Gartner questioned Mayor Kelly if Section 4 would be pushed off until later. Mayor Kelly suggested it would be less of a priority.

Councilmember Hall stated he would like to see dirt moved as soon as possible. Mayor Kelly stated it takes time to acquire the right-of-way.

Director Lowry stated the right-of-way will be the issue; however, he stated not being concerned about the utility relocation, given the relationship the City has with Atmos. He stated the telecommunication companies are a little more challenging, at times.

Councilmember Hall questioned staff regarding the number of difficult parcels for right-of-way acquisition. Director Lowry replied there are a hand full.

Councilmember Short stated there may be some design issues that can be worked through for those that are impacted. Mr. Gartner concurred.

Mayor Pro Tem Taylor questioned staff regarding the cost and term debt. City Manager Jennifer Fadden stated this is cash flowed through the Tax Increment Finance District.

Councilmember Hall questioned Mr. Gartner regarding how long it will take for them to get back with the City? Mr. Gartner replied most likely two or three weeks to update City Council.

Councilmember Mogged questioned staff regarding which City Council meeting this will be scheduled for. City Manager Jennifer Fadden explained the next few City Council Pre Council meeting agendas are full with other priorities; she suggested another worksession may be needed.

Councilmember Hall suggested having another worksession to discuss this project. Mayor Pro Tem Taylor concurred.

Mr. Gartner questioned City Council regarding another public meeting. Mayor Pro Tem Taylor stated it not being necessary to have another public meeting; however, he did thank the citizens for their input.

Councilmember Short stated it is important to show the final design.

Councilmember Hall stated the final plan will show the citizens that we have done our best to fulfill their expectations.

Councilmember Mogged stated it is not so much to solicit their input, as it is to make sure they understand the work that came from their input.

City Manager Jennifer Fadden questioned Mayor Kelly regarding dates for a future worksession. Mayor Kelly suggested getting with Mr. Gartner for the date.

Councilmember Hall questioned staff regarding the next City Council meeting. City Manager Jennifer Fadden replied it is March 18.

Mayor Kelly suggested discussing the future worksession dates at the March 18 meeting.

Councilmember Mogged questioned Mr. Gartner regarding the date, in which part of the roadway needs to be constructed sooner rather than later, because of the deterioration. Director Lowry stated there are asphalt bid contracts coming in that have some items for temporary repairs.

3b Presentation and discussion of the development review process

Mayor Kelly questioned Mayor Pro Tem Taylor regarding moving this item to then next worksession. Mayor Pro Tem Taylor agreed.

4. ADJOURNMENT

There being no further business before the City Council, Mayor Kelly adjourned the worksession at 9:50 p.m.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 18TH DAY OF MARCH 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 4c

Agenda Date 03/18/2014

Number Resolution R-14-3727

Type Resolution

Department City Manager

Title

Approval of a Toshiba Business Solutions Lease and Maintenance Agreement for multi-function photocopiers, for a period of 63 months, and authorizing the city manager to execute the agreement

Explanation

Reading and Public Hearing

The City of Colleyville currently contracts with Toshiba Business Solutions for lease and maintenance of multi-function photocopiers. The current agreement expires December 2014 and includes the lease of five copiers and maintenance services for 15 copiers (five leased machines and ten that are owned by the City).

Staff, in conjunction with Toshiba representatives, recently completed a thorough analysis of all printing, copying, scanning, and faxing equipment throughout the City, in an effort to determine where efficiency could be increased and where there were opportunities to consolidate equipment and reduce the equipment fleet by implementing multi-function devices that print, copy, scan, and fax. As a result of this analysis, 27 desktop printers and three desktop copiers are being eliminated. Eliminating small desktop units and moving toward fewer networked multi-function devices allows for greater efficiency and improved capabilities, ultimately allowing the City to spend money on fewer numbers of high quality machines with greater functionality, as opposed to a multitude of small desktop machines with limited functionality.

Staff recommends entering into a new agreement (attached) with Toshiba for 13 leased copiers and maintenance of 17 copiers. The proposed agreement replaces seven older, refurbished copiers currently owned by the City with new leased equipment, updates the five copiers currently leased, and adds a leased copier in the Police CID, which will replace a number of desktop printers. The maintenance agreement will cover the 13 leased copiers and four remaining City owned copiers. The new contract allows for early exit of the current contract with Toshiba, and would be for a period of 63 months.

Financial Impact

The proposed agreement with Toshiba Business Solutions is for a monthly lease payment of \$2,107.34 (\$25,288.08 annually) for a period of 63 months and a maintenance payment that will vary based on usage and copy volumes. The

maintenance agreement includes a \$170 per month base cost, with individual copies charged at \$0.0055 for black and white copies and \$0.0458 for color copies. The current budgeted funds for toner and supplies for eliminated desktop printers and copiers and will be reallocated to fund the new leased copiers and will require no additional budget funding in total. The prices in the proposed contract have already been competitively bid through the State of Texas Department of Information Resources (DIR), under contract DIR-SDD-1686.

Recommendation

Approve

Attachments

1. Proposed Toshiba Agreement
2. Fiscal Funding Addendum



SALES ORDER

SO-1.0.0

Sales Representative: Nicholas Ruggieri

SALES PACKET NUMBER

ORDER DATE

3/5/2014

CUSTOMER INFORMATION

Bill to Number:	Ship to Number:
Customer Name: City of Colleyville	Customer Name: City of Colleyville
Billing Address: 100 Main St.	Shipping Address: 100 Main St.
Address 2:	Address 2:
City: Colleyville State: TX Zip: 76034	City: Colleyville State: TX Zip: 76034
Phone #: 817-503-1000 Ext. Fax #:	Phone #: 817-503-1000 Ext. Fax #:
Contact: Adrienne Lothery	Contact: Adrienne Lothery
eMail: alothery@colleyville.com	eMail: alothery@colleyville.com
Customer PO #:	Tax ID #:
Delivery Date:	Ship: Term:

MOVEMENT STATUS

Delivery Contact: Adrienne Lothery	Movement:
Telephone #: 817-503-1112	
Delivery Hours: 9am - 4pm	
Stairs:	

EQUIPMENT AND SUPPLIES

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT
1	Toshiba Estudio 5540CT				\$ -
1	50-Sheet Finisher - MJ1103	MJ1103			\$ -
1	Hole Punch - MJ6102	MJ6102			\$ -
1	Fax Board - GD1270NXF	GD1270NXF			\$ -
1	2nd Fax Line - GD1260F	GD1260F			\$ -
1	Power Filter - PWRFLTR-XGPCS20D	PWRFLTR-XGPCS20D			\$ -
1	Delivery & Install				\$ -
1	Connectivity				\$ -
QTY.	SUPPLIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT

SPECIAL INSTRUCTIONS

Sub Total	\$ -
Other	
Delivery/Install	
Taxable Total	\$ -
Sales Tax %	
Tax Paid	\$ -
Cash Paid	
Total	\$ -
UCC Fee	

CUSTOMER ACCEPTANCE

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

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

1. **Limited Warranty.** The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in the case of new goods, or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the seller at its option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendations or standard industry practice. The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oilier tubes, pressure pads, lamps, lenses and fuses.

This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability of otherwise.

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

Print Name:	Signature: X	Title:	Date:
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GENERAL TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE.** ALL PURCHASE ORDERS FOR ANY MATERIALS, PRODUCTS AND/OR ANY OTHER ITEMS (HEREIN THE GOODS) AND ACCEPTANCES OF GOODS BY ANY CUSTOMER (HEREIN BUYER) ARE EXPRESSLY SUBJECT TO AND GOVERNED BY THE TERMS AND CONDITIONS PRINTED HEREIN, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE STATED HEREIN ARE BINDING ON TOSHIBA BUSINESS SOLUTIONS (HEREIN THE SELLER) UNLESS AGREED TO IN WRITING BY THE SELLER. BUYER CONSENTS TO THESE TERMS AND CONDITIONS.
2. **Title and Risk of Loss.** Title and risk of loss or damage to the Goods shall pass to the Buyer upon tender of delivery F.O.B. Seller's warehousing facility. Seller will have and retain a first and superior security interest in the Goods until full payment has been made. Goods purchased under extended term or contract will have a UCC financing statement filed with the State of California. Buyer will be charged and shall pay the then applicable UCC filing fee. Buyer agrees upon request to do all things and acts necessary to perfect and maintain said security interest and shall protect the Seller's interest by adequately insuring the Goods against loss or damage from any cause. Buyer appoints Seller as Buyer's attorney-in-fact to execute any and all documents on Buyer's behalf and in Buyer's name to perfect and maintain Seller's security interest in the Goods.
3. **Price, Taxes and Interest Charges.** Prices quoted are F.O.B., Seller's warehousing facility, and the amount of any local, state or federal taxes on the Goods shall be added to the price and paid by Buyer. Buyer represents that Buyer is solvent and can and will pay for the Goods in accordance with the terms hereof. All shipments shall be subject to the approval of Seller's credit department. Seller reserves the right to require payment in cash or obtain security for payment prior to making any delivery and if Buyer fails to comply with such requirement, Seller may terminate any contract with Buyer affected thereby. An interest charge of the lesser of one percent monthly (12% annual rate) or the maximum allowed by state law, will be paid by Buyer on all past due amounts.
4. **Terms/Cash Sales.** Seller's payment terms are Cash unless other terms are agreed upon by Seller and Buyer. Seller's Authorized signers are the only personnel of Seller authorized to approve special terms or conditions.
5. **Extended Terms/Contracts.** Extended terms/contract sales are as agreed upon by Seller and Buyer. Extended payment terms and contracts on individual sales vary and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review prior to accepting specific terms and conditions on individual extended payment terms and contract sales. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended payment terms or contract sales.
6. **Delivery.** Any delivery schedules which may be specified for shipment of the Goods are only estimates and the Seller shall not incur any liability, either directly or indirectly, nor shall any order be canceled because or as a result of delays in meeting such dates or schedules. In no event shall Seller be liable for any claims for labor or for any consequential damages or any other damages resulting from failure or delay in delivery. No delivery dates are guaranteed.
7. **Force Majeure.** Seller shall not be liable for any act, omission, result or consequence, of any delay in delivery or failure of performance which is (i) due to any act of God; any government order; any order bearing priority rating or placed under any allocation program (mandatory or voluntary) established pursuant to law; local labor shortage; fire; flood; casualty; governmental regulation or requirement; terrorism or terrorist threat; shortage or failure of raw material, supply, fuel; power or transportation; breakdown of equipment; or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.
8. **Laws, Ordinance and Regulations.** Seller shall utilize reasonable efforts to cause the Goods to comply with its interpretation of federal safety, health and environmental regulations and insurance codes of a national scope. However, Seller shall not be responsible for compliance with local interpretations of such federal regulations or insurance codes nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect at any location where the Goods are to be utilized, unless such responsibility shall be expressly assumed by the Seller in writing.
9. **Changes in Design.** Seller reserves the right to discontinue the supply or sale of any model, style or type of the Goods, or of any parts or accessories thereto, and the right to change or alter the design or composition of the Goods, parts or accessories without notice to Buyer, and the Seller shall incur no liability thereby nor any obligation to furnish or install any replacement Goods, parts or accessories which were purchased or sold prior to the making of any alterations or changes in design.
10. **Off Quality and Goods Made to Buyer's Specifications.** Seller makes no warranty whatsoever, express or implied except as to title, with respect to Goods manufactured, compounded and/or designed to Buyer's own specifications, or if Buyer has requested off-quality Goods or seconds. Buyer shall at its own expense defend and save Seller harmless from and against any claim, suit, expense or otherwise, which shall be asserted or brought against Seller by reason of its manufacture, design or sale of such Goods.
11. **Warranty.** Except as described in paragraph 10 above, Seller warrants that the Goods (a) are in accordance with the provisions of any product-specific written warranty published and delivered to Buyer from Seller, or (b) in the absence of a product-specific warranty, are in accordance with the Seller's published specifications at the time of order and that Seller will repair or replace, at Seller's option, such Goods as fail to conform to its published specifications, provided notice of claim under this warranty is given within a period of thirty (30) days following shipment. In all cases, Buyer shall be responsible for the cost of field labor and/or charges incurred by Buyer's return of any Goods to the Seller for repair or replacement. No return of Goods shall be made without prior written consent of the Seller.
12. **Returns.** Returns for any reason (other than return provisions described in paragraph 11 above - Warranty) will be subject to an appropriate restocking fee determined by Seller, not to exceed a maximum of 20% of the purchase price of the returned Goods. No returns of Goods shall be made without prior written consent of the Seller.
13. **EXCLUSION OF OTHER WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN PARAGRAPH 11 ABOVE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE WHICH APPLY TO THE GOODS, THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE GOODS AND THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE GOODS, BUYER AGREES THAT BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER EXCEPT AS EXPRESSLY SET FORTH HEREIN. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF THE SELLER SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERMS AND CONDITIONS HEREOF.
14. **Technical Advice.** Seller shall not be responsible for the results of any technical advice provided by Seller in connection with the design or installation or use of the Goods for any particular purpose. Buyer assumes sole responsibility for the proofing of and acceptability of Goods and services of Seller prior to purchase by Buyer. Contracted integration of Seller's products are limited to scope of work for connectivity of supplier provided hardware and installation/configuration of supplier provided Solution Software on Buyer's network. Seller assumes no liabilities for configuration of Desktop Operating Systems and/or Server Network Operating Systems. Further, Seller does not warrant or ensure interoperability of supplier provided hardware and/or Solutions Software with future releases of newer versions of Operating Systems, Network Operating Systems or Application Software products. Upon installation/configuration, Buyer shall sign acceptance and work completion form provided by Seller. Any reconfiguration and installation by Seller that occurs on Buyer's network of hardware/software due to Buyer network changes shall be billed by Seller to Buyer at the then prevailing integration service rate.
15. **LIABILITY LIMITATION.** SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE OBLIGATION TO REPAIR OR REPLACE THE GOODS PURSUANT TO PARAGRAPH 14 ABOVE. SELLER'S TOTAL CUMULATIVE LIABILITY IN ANY WAY ARISING FROM OR PERTAINING TO ANY GOODS SOLD OR REQUIRED TO BE SOLD UNDER ANY CONTRACT SHALL NOT IN ANY CASE EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR SUCH GOODS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR OR ANY CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE, REGARDLESS IF WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S EXCLUSIVE REMEDIES.
16. **Cancellation or Changes of Order.** No order may be withdrawn or cancelled by the Buyer, nor may delivery or shipment of Goods be deferred when ready, unless Seller shall first be paid a cancellation or deferral charge of a reasonable amount acceptable to the Seller. In the event, that Buyer shall request changes in its order after receipt thereof by Seller, Buyer shall be responsible for and pay all charges reasonably assessed by Seller with respect to such changes.
17. **Set-Offs.** Neither Buyer nor any affiliated company or assignee shall have the right to claim compensation or to setoff against any amounts which become payable to the Seller under any contract or otherwise.
18. **No Protection from Claim of Infringement.** Seller makes no representation of warranty that the delivery or subsequent use of the Goods shall be free of the claim of any third party by way of infringement.
19. **APPLICABLE LAW.** THE TERMS AND CONDITIONS APPLICABLE TO ANY SALE OF GOODS OR SERVICES BY THE SELLER SHALL BE DETERMINED AND CONSTRUED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THE BUYER AND SELLER AGREE TO SUBMIT TO THE JURISDICTION OF THE STATE OR FEDERAL COURT OF ORANGE COUNTY WITHIN CALIFORNIA IN CONNECTION WITH ANY DISPUTE OR CONTROVERSY BETWEEN SELLER AND BUYER.
20. **Service Delivery.** Seller's service delivery terms are as agreed upon by Seller and Buyer and contracted. Hardware Repair/Service Support/Integration Services contract's terms and conditions vary on individual sales and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review and signoff on specific terms and conditions on individual Hardware Repair/Service Support/Integration Services contract's purchases. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended terms or contract sales.
21. **Buyer Declination of Service Contract.** If Buyer declines service coverage, Seller will file appropriate forms noting declination of service. If service is provided by Seller on Goods not covered by a service contract with Seller, Buyer shall pay the then prevailing rates for labor and parts supplied for repair, which will be billed (time and materials) Net Payable.
22. **Freight.** Buyer assumes responsibility for freight charges on orders placed with Seller.
23. **Severability.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
24. **Amendment and Waiver.** No amendment of these terms or conditions and no waiver by Seller will be effective unless it is in writing and signed by Seller. No waiver by Seller will operate as a waiver on a future occasion.
25. **Parties Bound.** All rights of Seller will inure to the benefit of Seller's successors and assigns. All rights and obligations of Buyer will inure to the benefit and be binding upon Buyer and Buyer's successors.
26. **Further Assurances.** The parties agree to promptly execute and deliver all further instruments and documents and take all further action necessary to effect these terms and conditions.



SALES ORDER

SO-1.0.0

Sales Representative: Nicholas Ruggieri

SALES PACKET NUMBER

ORDER DATE

3/5/2014

CUSTOMER INFORMATION

Bill to Number:				Ship to Number:			
Customer Name:		City of Colleyville		Customer Name:		City of Colleyville	
Billing Address:		100 Main St.		Shipping Address:		100 Main St.	
Address 2:				Address 2:			
City:		Colleyville	State:	TX	Zip:	76034	
Phone #:		817-503-1000	Ext.	Fax #:			
Contact:		Adrienne Lothery		Contact:		Adrienne Lothery	
eMail:		alothery@colleyville.com		eMail:		alothery@colleyville.com	
Customer PO #:		Tax ID #:		Delivery Date:		Ship:	Term:

MOVEMENT STATUS

Delivery Contact:	Adrienne Lothery			Movement:			
Telephone #:	817-503-1112						
Delivery Hours:	9am - 4pm						
Stairs:							

EQUIPMENT AND SUPPLIES

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT
1	Toshiba Estudio 756				\$ -
1	Console Finisher - MJ1027	MJ1027			\$ -
1	Hole Punch - MJ6003	MJ6003			\$ -
1	Fax Board - GD1250NXF	GD1250NXF			\$ -
1	Power Filter - PWRFLTR-XGPCS20D	PWRFLTR-XGPCS20D			\$ -
1	Delivery & Install				\$ -
1	Connectivity				\$ -
QTY.	SUPPLIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT

SPECIAL INSTRUCTIONS

Sub Total	\$ -
Other	
Delivery/Install	
Taxable Total	\$ -
Sales Tax %	
Tax Paid	\$ -
Cash Paid	
Total	\$ -
UCC Fee	

CUSTOMER ACCEPTANCE

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

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

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This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability of otherwise.

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

Print Name:	Signature: X	Title:	Date:
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GENERAL TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE.** ALL PURCHASE ORDERS FOR ANY MATERIALS, PRODUCTS AND/OR ANY OTHER ITEMS (HEREIN THE GOODS) AND ACCEPTANCES OF GOODS BY ANY CUSTOMER (HEREIN BUYER) ARE EXPRESSLY SUBJECT TO AND GOVERNED BY THE TERMS AND CONDITIONS PRINTED HEREIN, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE STATED HEREIN ARE BINDING ON TOSHIBA BUSINESS SOLUTIONS (HEREIN THE SELLER) UNLESS AGREED TO IN WRITING BY THE SELLER. BUYER CONSENTS TO THESE TERMS AND CONDITIONS.
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3. **Price, Taxes and Interest Charges.** Prices quoted are F.O.B., Seller's warehousing facility, and the amount of any local, state or federal taxes on the Goods shall be added to the price and paid by Buyer. Buyer represents that Buyer is solvent and can and will pay for the Goods in accordance with the terms hereof. All shipments shall be subject to the approval of Seller's credit department. Seller reserves the right to require payment in cash or obtain security for payment prior to making any delivery and if Buyer fails to comply with such requirement, Seller may terminate any contract with Buyer affected thereby. An interest charge of the lesser of one percent monthly (12% annual rate) or the maximum allowed by state law, will be paid by Buyer on all past due amounts.
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6. **Delivery.** Any delivery schedules which may be specified for shipment of the Goods are only estimates and the Seller shall not incur any liability, either directly or indirectly, nor shall any order be canceled because or as a result of delays in meeting such dates or schedules. In no event shall Seller be liable for any claims for labor or for any consequential damages or any other damages resulting from failure or delay in delivery. No delivery dates are guaranteed.
7. **Force Majeure.** Seller shall not be liable for any act, omission, result or consequence, of any delay in delivery or failure of performance which is (i) due to any act of God; any government order; any order bearing priority rating or placed under any allocation program (mandatory or voluntary) established pursuant to law; local labor shortage; fire; flood; casualty; governmental regulation or requirement; terrorism or terrorist threat; shortage or failure of raw material, supply, fuel; power or transportation; breakdown of equipment; or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.
8. **Laws, Ordinance and Regulations.** Seller shall utilize reasonable efforts to cause the Goods to comply with its interpretation of federal safety, health and environmental regulations and insurance codes of a national scope. However, Seller shall not be responsible for compliance with local interpretations of such federal regulations or insurance codes nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect at any location where the Goods are to be utilized, unless such responsibility shall be expressly assumed by the Seller in writing.
9. **Changes in Design.** Seller reserves the right to discontinue the supply or sale of any model, style or type of the Goods, or of any parts or accessories thereto, and the right to change or alter the design or composition of the Goods, parts or accessories without notice to Buyer, and the Seller shall incur no liability thereby nor any obligation to furnish or install any replacement Goods, parts or accessories which were purchased or sold prior to the making of any alterations or changes in design.
10. **Off Quality and Goods Made to Buyer's Specifications.** Seller makes no warranty whatsoever, express or implied except as to title, with respect to Goods manufactured, compounded and/or designed to Buyer's own specifications, or if Buyer has requested off-quality Goods or seconds. Buyer shall at its own expense defend and save Seller harmless from and against any claim, suit, expense or otherwise, which shall be asserted or brought against Seller by reason of its manufacture, design or sale of such Goods.
11. **Warranty.** Except as described in paragraph 10 above, Seller warrants that the Goods (a) are in accordance with the provisions of any product-specific written warranty published and delivered to Buyer from Seller, or (b) in the absence of a product-specific warranty, are in accordance with the Seller's published specifications at the time of order and that Seller will repair or replace, at Seller's option, such Goods as fail to conform to its published specifications, provided notice of claim under this warranty is given within a period of thirty (30) days following shipment. In all cases, Buyer shall be responsible for the cost of field labor and/or charges incurred by Buyer's return of any Goods to the Seller for repair or replacement. No return of Goods shall be made without prior written consent of the Seller.
12. **Returns.** Returns for any reason (other than return provisions described in paragraph 11 above - Warranty) will be subject to an appropriate restocking fee determined by Seller, not to exceed a maximum of 20% of the purchase price of the returned Goods. No returns of Goods shall be made without prior written consent of the Seller.
13. **EXCLUSION OF OTHER WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN PARAGRAPH 11 ABOVE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE WHICH APPLY TO THE GOODS, THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE GOODS AND THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE GOODS, BUYER AGREES THAT BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER EXCEPT AS EXPRESSLY SET FORTH HEREIN. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF THE SELLER SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERMS AND CONDITIONS HEREOF.
14. **Technical Advice.** Seller shall not be responsible for the results of any technical advice provided by Seller in connection with the design or installation or use of the Goods for any particular purpose. Buyer assumes sole responsibility for the proofing of and acceptability of Goods and services of Seller prior to purchase by Buyer. Contracted integration of Seller's products are limited to scope of work for connectivity of supplier provided hardware and installation/configuration of supplier provided Solution Software on Buyer's network. Seller assumes no liabilities for configuration of Desktop Operating Systems and/or Server Network Operating Systems. Further, Seller does not warrant or ensure interoperability of supplier provided hardware and/or Solutions Software with future releases of newer versions of Operating Systems, Network Operating Systems or Application Software products. Upon installation/configuration, Buyer shall sign acceptance and work completion form provided by Seller. Any reconfiguration and installation by Seller that occurs on Buyer's network of hardware/software due to Buyer network changes shall be billed by Seller to Buyer at the then prevailing integration service rate.
15. **LIABILITY LIMITATION.** SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE OBLIGATION TO REPAIR OR REPLACE THE GOODS PURSUANT TO PARAGRAPH 14 ABOVE. SELLER'S TOTAL CUMULATIVE LIABILITY IN ANY WAY ARISING FROM OR PERTAINING TO ANY GOODS SOLD OR REQUIRED TO BE SOLD UNDER ANY CONTRACT SHALL NOT IN ANY CASE EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR SUCH GOODS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR OR ANY CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE, REGARDLESS IF WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S EXCLUSIVE REMEDIES.
16. **Cancellation or Changes of Order.** No order may be withdrawn or cancelled by the Buyer, nor may delivery or shipment of Goods be deferred when ready, unless Seller shall first be paid a cancellation or deferral charge of a reasonable amount acceptable to the Seller. In the event, that Buyer shall request changes in its order after receipt thereof by Seller, Buyer shall be responsible for and pay all charges reasonably assessed by Seller with respect to such changes.
17. **Set-Offs.** Neither Buyer nor any affiliated company or assignee shall have the right to claim compensation or to setoff against any amounts which become payable to the Seller under any contract or otherwise.
18. **No Protection from Claim of Infringement.** Seller makes no representation of warranty that the delivery or subsequent use of the Goods shall be free of the claim of any third party by way of infringement.
19. **APPLICABLE LAW.** THE TERMS AND CONDITIONS APPLICABLE TO ANY SALE OF GOODS OR SERVICES BY THE SELLER SHALL BE DETERMINED AND CONSTRUED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THE BUYER AND SELLER AGREE TO SUBMIT TO THE JURISDICTION OF THE STATE OR FEDERAL COURT OF ORANGE COUNTY WITHIN CALIFORNIA IN CONNECTION WITH ANY DISPUTE OR CONTROVERSY BETWEEN SELLER AND BUYER.
20. **Service Delivery.** Seller's service delivery terms are as agreed upon by Seller and Buyer and contracted. Hardware Repair/Service Support/Integration Services contract's terms and conditions vary on individual sales and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review and signoff on specific terms and conditions on individual Hardware Repair/Service Support/Integration Services contract's purchases. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended terms or contract sales.
21. **Buyer Declination of Service Contract.** If Buyer declines service coverage, Seller will file appropriate forms noting declination of service. If service is provided by Seller on Goods not covered by a service contract with Seller, Buyer shall pay the then prevailing rates for labor and parts supplied for repair, which will be billed (time and materials) Net Payable.
22. **Freight.** Buyer assumes responsibility for freight charges on orders placed with Seller.
23. **Severability.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
24. **Amendment and Waiver.** No amendment of these terms or conditions and no waiver by Seller will be effective unless it is in writing and signed by Seller. No waiver by Seller will operate as a waiver on a future occasion.
25. **Parties Bound.** All rights of Seller will inure to the benefit of Seller's successors and assigns. All rights and obligations of Buyer will inure to the benefit and be binding upon Buyer and Buyer's successors.
26. **Further Assurances.** The parties agree to promptly execute and deliver all further instruments and documents and take all further action necessary to effect these terms and conditions.



SALES ORDER

SO-1.0.0

Sales Representative: Nicholas Ruggieri

SALES PACKET NUMBER

ORDER DATE

3/5/2014

CUSTOMER INFORMATION

Bill to Number:	Ship to Number:
Customer Name: City of Colleyville	Customer Name: City of Colleyville
Billing Address: 100 Main St.	Shipping Address: 100 Main St.
Address 2:	Address 2:
City: Colleyville State: TX Zip: 76034	City: Colleyville State: TX Zip: 76034
Phone #: 817-503-1000 Ext. Fax #:	Phone #: 817-503-1000 Ext. Fax #:
Contact: Adrienne Lothery	Contact: Adrienne Lothery
eMail: alothery@colleyville.com	eMail: alothery@colleyville.com
Customer PO #:	Delivery Date:
Tax ID #:	Ship:
	Term:

MOVEMENT STATUS

Delivery Contact: Adrienne Lothery	Movement:
Telephone #: 817-503-1112	
Delivery Hours: 9am - 4pm	
Stairs:	

EQUIPMENT AND SUPPLIES

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT
3	Toshiba Estudio 356				\$ -
3	100-Sheet RADF - MR3022	MR3022			\$ -
3	Console Finisher - MJ1101	MJ1101			\$ -
3	Hole Punch - MJ6103	MJ6103			\$ -
3	Bridge Kit - KN2520	KN2520			\$ -
3	550 Sheet Drawer - MY1033	MY1033			\$ -
3	Paper Pedestal - KD1025	KD1025			\$ -
3	Fax Board - GD1250NXF	GD1250NXF			\$ -
3	Power Filter - PWRFLTR-XGPCS15D	PWRFLTR-XGPCS15D			\$ -
3	Delivery & Install				\$ -
QTY.	SUPPLIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT
3	Connectivity				\$ -

SPECIAL INSTRUCTIONS

Sub Total	\$ -
Other	
Delivery/Install	
Taxable Total	\$ -
Sales Tax %	
Tax Paid	\$ -
Cash Paid	
Total	\$ -
UCC Fee	

CUSTOMER ACCEPTANCE

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

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

1. **Limited Warranty.** The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in the case of new goods, or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the seller at its option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendations or standard industry practice. The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oilier tubes, pressure pads, lamps, lenses and fuses.

This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability of otherwise.

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

Print Name:	Signature: X	Title:	Date:
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GENERAL TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE.** ALL PURCHASE ORDERS FOR ANY MATERIALS, PRODUCTS AND/OR ANY OTHER ITEMS (HEREIN THE GOODS) AND ACCEPTANCES OF GOODS BY ANY CUSTOMER (HEREIN BUYER) ARE EXPRESSLY SUBJECT TO AND GOVERNED BY THE TERMS AND CONDITIONS PRINTED HEREIN, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE STATED HEREIN ARE BINDING ON TOSHIBA BUSINESS SOLUTIONS (HEREIN THE SELLER) UNLESS AGREED TO IN WRITING BY THE SELLER. BUYER CONSENTS TO THESE TERMS AND CONDITIONS.
2. **Title and Risk of Loss.** Title and risk of loss or damage to the Goods shall pass to the Buyer upon tender of delivery F.O.B. Seller's warehousing facility. Seller will have and retain a first and superior security interest in the Goods until full payment has been made. Goods purchased under extended term or contract will have a UCC financing statement filed with the State of California. Buyer will be charged and shall pay the then applicable UCC filing fee. Buyer agrees upon request to do all things and acts necessary to perfect and maintain said security interest and shall protect the Seller's interest by adequately insuring the Goods against loss or damage from any cause. Buyer appoints Seller as Buyer's attorney-in-fact to execute any and all documents on Buyer's behalf and in Buyer's name to perfect and maintain Seller's security interest in the Goods.
3. **Price, Taxes and Interest Charges.** Prices quoted are F.O.B., Seller's warehousing facility, and the amount of any local, state or federal taxes on the Goods shall be added to the price and paid by Buyer. Buyer represents that Buyer is solvent and can and will pay for the Goods in accordance with the terms hereof. All shipments shall be subject to the approval of Seller's credit department. Seller reserves the right to require payment in cash or obtain security for payment prior to making any delivery and if Buyer fails to comply with such requirement, Seller may terminate any contract with Buyer affected thereby. An interest charge of the lesser of one percent monthly (12% annual rate) or the maximum allowed by state law, will be paid by Buyer on all past due amounts.
4. **Terms/Cash Sales.** Seller's payment terms are Cash unless other terms are agreed upon by Seller and Buyer. Seller's Authorized signers are the only personnel of Seller authorized to approve special terms or conditions.
5. **Extended Terms/Contracts.** Extended terms/contract sales are as agreed upon by Seller and Buyer. Extended payment terms and contracts on individual sales vary and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review prior to accepting specific terms and conditions on individual extended payment terms and contract sales. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended payment terms or contract sales.
6. **Delivery.** Any delivery schedules which may be specified for shipment of the Goods are only estimates and the Seller shall not incur any liability, either directly or indirectly, nor shall any order be canceled because or as a result of delays in meeting such dates or schedules. In no event shall Seller be liable for any claims for labor or for any consequential damages or any other damages resulting from failure or delay in delivery. No delivery dates are guaranteed.
7. **Force Majeure.** Seller shall not be liable for any act, omission, result or consequence, of any delay in delivery or failure of performance which is (i) due to any act of God; any government order; any order bearing priority rating or placed under any allocation program (mandatory or voluntary) established pursuant to law; local labor shortage; fire; flood; casualty; governmental regulation or requirement; terrorism or terrorist threat; shortage or failure of raw material, supply, fuel; power or transportation; breakdown of equipment; or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.
8. **Laws, Ordinance and Regulations.** Seller shall utilize reasonable efforts to cause the Goods to comply with its interpretation of federal safety, health and environmental regulations and insurance codes of a national scope. However, Seller shall not be responsible for compliance with local interpretations of such federal regulations or insurance codes nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect at any location where the Goods are to be utilized, unless such responsibility shall be expressly assumed by the Seller in writing.
9. **Changes in Design.** Seller reserves the right to discontinue the supply or sale of any model, style or type of the Goods, or of any parts or accessories thereto, and the right to change or alter the design or composition of the Goods, parts or accessories without notice to Buyer, and the Seller shall incur no liability thereby nor any obligation to furnish or install any replacement Goods, parts or accessories which were purchased or sold prior to the making of any alterations or changes in design.
10. **Off Quality and Goods Made to Buyer's Specifications.** Seller makes no warranty whatsoever, express or implied except as to title, with respect to Goods manufactured, compounded and/or designed to Buyer's own specifications, or if Buyer has requested off-quality Goods or seconds. Buyer shall at its own expense defend and save Seller harmless from and against any claim, suit, expense or otherwise, which shall be asserted or brought against Seller by reason of its manufacture, design or sale of such Goods.
11. **Warranty.** Except as described in paragraph 10 above, Seller warrants that the Goods (a) are in accordance with the provisions of any product-specific written warranty published and delivered to Buyer from Seller, or (b) in the absence of a product-specific warranty, are in accordance with the Seller's published specifications at the time of order and that Seller will repair or replace, at Seller's option, such Goods as fail to conform to its published specifications, provided notice of claim under this warranty is given within a period of thirty (30) days following shipment. In all cases, Buyer shall be responsible for the cost of field labor and/or charges incurred by Buyer's return of any Goods to the Seller for repair or replacement. No return of Goods shall be made without prior written consent of the Seller.
12. **Returns.** Returns for any reason (other than return provisions described in paragraph 11 above - Warranty) will be subject to an appropriate restocking fee determined by Seller, not to exceed a maximum of 20% of the purchase price of the returned Goods. No returns of Goods shall be made without prior written consent of the Seller.
13. **EXCLUSION OF OTHER WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN PARAGRAPH 11 ABOVE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE WHICH APPLY TO THE GOODS, THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE GOODS AND THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE GOODS, BUYER AGREES THAT BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER EXCEPT AS EXPRESSLY SET FORTH HEREIN. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF THE SELLER SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERMS AND CONDITIONS HEREOF.
14. **Technical Advice.** Seller shall not be responsible for the results of any technical advice provided by Seller in connection with the design or installation or use of the Goods for any particular purpose. Buyer assumes sole responsibility for the proofing of and acceptability of Goods and services of Seller prior to purchase by Buyer. Contracted integration of Seller's products are limited to scope of work for connectivity of supplier provided hardware and installation/configuration of supplier provided Solution Software on Buyer's network. Seller assumes no liabilities for configuration of Desktop Operating Systems and/or Server Network Operating Systems. Further, Seller does not warrant or ensure interoperability of supplier provided hardware and/or Solutions Software with future releases of newer versions of Operating Systems, Network Operating Systems or Application Software products. Upon installation/configuration, Buyer shall sign acceptance and work completion form provided by Seller. Any reconfiguration and installation by Seller that occurs on Buyer's network of hardware/software due to Buyer network changes shall be billed by Seller to Buyer at the then prevailing integration service rate.
15. **LIABILITY LIMITATION.** SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE OBLIGATION TO REPAIR OR REPLACE THE GOODS PURSUANT TO PARAGRAPH 14 ABOVE. SELLER'S TOTAL CUMULATIVE LIABILITY IN ANY WAY ARISING FROM OR PERTAINING TO ANY GOODS SOLD OR REQUIRED TO BE SOLD UNDER ANY CONTRACT SHALL NOT IN ANY CASE EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR SUCH GOODS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR OR ANY CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE, REGARDLESS IF WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S EXCLUSIVE REMEDIES.
16. **Cancellation or Changes of Order.** No order may be withdrawn or cancelled by the Buyer, nor may delivery or shipment of Goods be deferred when ready, unless Seller shall first be paid a cancellation or deferral charge of a reasonable amount acceptable to the Seller. In the event, that Buyer shall request changes in its order after receipt thereof by Seller, Buyer shall be responsible for and pay all charges reasonably assessed by Seller with respect to such changes.
17. **Set-Offs.** Neither Buyer nor any affiliated company or assignee shall have the right to claim compensation or to setoff against any amounts which become payable to the Seller under any contract or otherwise.
18. **No Protection from Claim of Infringement.** Seller makes no representation of warranty that the delivery or subsequent use of the Goods shall be free of the claim of any third party by way of infringement.
19. **APPLICABLE LAW.** THE TERMS AND CONDITIONS APPLICABLE TO ANY SALE OF GOODS OR SERVICES BY THE SELLER SHALL BE DETERMINED AND CONSTRUED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THE BUYER AND SELLER AGREE TO SUBMIT TO THE JURISDICTION OF THE STATE OR FEDERAL COURT OF ORANGE COUNTY WITHIN CALIFORNIA IN CONNECTION WITH ANY DISPUTE OR CONTROVERSY BETWEEN SELLER AND BUYER.
20. **Service Delivery.** Seller's service delivery terms are as agreed upon by Seller and Buyer and contracted. Hardware Repair/Service Support/Integration Services contract's terms and conditions vary on individual sales and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review and signoff on specific terms and conditions on individual Hardware Repair/Service Support/Integration Services contract's purchases. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended terms or contract sales.
21. **Buyer Declination of Service Contract.** If Buyer declines service coverage, Seller will file appropriate forms noting declination of service. If service is provided by Seller on Goods not covered by a service contract with Seller, Buyer shall pay the then prevailing rates for labor and parts supplied for repair, which will be billed (time and materials) Net Payable.
22. **Freight.** Buyer assumes responsibility for freight charges on orders placed with Seller.
23. **Severability.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
24. **Amendment and Waiver.** No amendment of these terms or conditions and no waiver by Seller will be effective unless it is in writing and signed by Seller. No waiver by Seller will operate as a waiver on a future occasion.
25. **Parties Bound.** All rights of Seller will inure to the benefit of Seller's successors and assigns. All rights and obligations of Buyer will inure to the benefit and be binding upon Buyer and Buyer's successors.
26. **Further Assurances.** The parties agree to promptly execute and deliver all further instruments and documents and take all further action necessary to effect these terms and conditions.



SALES ORDER

SO-1.0.0

Sales Representative: Nicholas Ruggieri

SALES PACKET NUMBER

ORDER DATE

3/5/2014

CUSTOMER INFORMATION

Bill to Number:	Ship to Number:
Customer Name: City of Colleyville	Customer Name: City of Colleyville
Billing Address: 100 Main St.	Shipping Address: 100 Main St.
Address 2:	Address 2:
City: Colleyville State: TX Zip: 76034	City: Colleyville State: TX Zip: 76034
Phone #: 817-503-1000 Ext. Fax #:	Phone #: 817-503-1000 Ext. Fax #:
Contact: Adrienne Lothery	Contact: Adrienne Lothery
eMail: alothery@colleyville.com	eMail: alothery@colleyville.com
Customer PO #:	Delivery Date:
Tax ID #:	Ship:
	Term:

MOVEMENT STATUS

Delivery Contact: Adrienne Lothery	Movement:
Telephone #: 817-503-1112	
Delivery Hours: 9am - 4pm	
Stairs:	

EQUIPMENT AND SUPPLIES

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT
8	Toshiba Estudio 3055C				\$ -
8	100-Sheet RADF - MR3025	MR3025			\$ -
8	Console Finisher - MJ1107	MJ1107			\$ -
8	Hole Punch - MJ6104	MJ6104			\$ -
8	Bridge Kit - KN2550	KN2550			\$ -
8	550 Sheet Drawer - MY1039	MY1039			\$ -
8	Paper Pedestal - KD1032N	KD1032N			\$ -
8	Fax Board - GD1250NXF	GD1250NXF			\$ -
8	Power Filter - PWRFLTR-XGPCS15D	PWRFLTR-XGPCS15D			\$ -
1	Harness Kit for Coin Counter - GQ1260	GQ1260			\$ -
QTY.	SUPPLIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT
8	Delivery & Install				\$ -
8	Connectivity				\$ -

SPECIAL INSTRUCTIONS

Sub Total	\$ -
Other	
Delivery/Install	
Taxable Total	\$ -
Sales Tax %	
Tax Paid	\$ -
Cash Paid	
Total	\$ -
UCC Fee	

CUSTOMER ACCEPTANCE

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This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability of otherwise.

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

Print Name:	Signature: X	Title:	Date:
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GENERAL TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE.** ALL PURCHASE ORDERS FOR ANY MATERIALS, PRODUCTS AND/OR ANY OTHER ITEMS (HEREIN THE GOODS) AND ACCEPTANCES OF GOODS BY ANY CUSTOMER (HEREIN BUYER) ARE EXPRESSLY SUBJECT TO AND GOVERNED BY THE TERMS AND CONDITIONS PRINTED HEREIN, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE STATED HEREIN ARE BINDING ON TOSHIBA BUSINESS SOLUTIONS (HEREIN THE SELLER) UNLESS AGREED TO IN WRITING BY THE SELLER. BUYER CONSENTS TO THESE TERMS AND CONDITIONS.
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3. **Price, Taxes and Interest Charges.** Prices quoted are F.O.B., Seller's warehousing facility, and the amount of any local, state or federal taxes on the Goods shall be added to the price and paid by Buyer. Buyer represents that Buyer is solvent and can and will pay for the Goods in accordance with the terms hereof. All shipments shall be subject to the approval of Seller's credit department. Seller reserves the right to require payment in cash or obtain security for payment prior to making any delivery and if Buyer fails to comply with such requirement, Seller may terminate any contract with Buyer affected thereby. An interest charge of the lesser of one percent monthly (12% annual rate) or the maximum allowed by state law, will be paid by Buyer on all past due amounts.
4. **Terms/Cash Sales.** Seller's payment terms are Cash unless other terms are agreed upon by Seller and Buyer. Seller's Authorized signers are the only personnel of Seller authorized to approve special terms or conditions.
5. **Extended Terms/Contracts.** Extended terms/contract sales are as agreed upon by Seller and Buyer. Extended payment terms and contracts on individual sales vary and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review prior to accepting specific terms and conditions on individual extended payment terms and contract sales. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended payment terms or contract sales.
6. **Delivery.** Any delivery schedules which may be specified for shipment of the Goods are only estimates and the Seller shall not incur any liability, either directly or indirectly, nor shall any order be canceled because or as a result of delays in meeting such dates or schedules. In no event shall Seller be liable for any claims for labor or for any consequential damages or any other damages resulting from failure or delay in delivery. No delivery dates are guaranteed.
7. **Force Majeure.** Seller shall not be liable for any act, omission, result or consequence, of any delay in delivery or failure of performance which is (i) due to any act of God; any government order; any order bearing priority rating or placed under any allocation program (mandatory or voluntary) established pursuant to law; local labor shortage; fire; flood; casualty; governmental regulation or requirement; terrorism or terrorist threat; shortage or failure of raw material, supply, fuel; power or transportation; breakdown of equipment; or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.
8. **Laws, Ordinance and Regulations.** Seller shall utilize reasonable efforts to cause the Goods to comply with its interpretation of federal safety, health and environmental regulations and insurance codes of a national scope. However, Seller shall not be responsible for compliance with local interpretations of such federal regulations or insurance codes nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect at any location where the Goods are to be utilized, unless such responsibility shall be expressly assumed by the Seller in writing.
9. **Changes in Design.** Seller reserves the right to discontinue the supply or sale of any model, style or type of the Goods, or of any parts or accessories thereto, and the right to change or alter the design or composition of the Goods, parts or accessories without notice to Buyer, and the Seller shall incur no liability thereby nor any obligation to furnish or install any replacement Goods, parts or accessories which were purchased or sold prior to the making of any alterations or changes in design.
10. **Off Quality and Goods Made to Buyer's Specifications.** Seller makes no warranty whatsoever, express or implied except as to title, with respect to Goods manufactured, compounded and/or designed to Buyer's own specifications, or if Buyer has requested off-quality Goods or seconds. Buyer shall at its own expense defend and save Seller harmless from and against any claim, suit, expense or otherwise, which shall be asserted or brought against Seller by reason of its manufacture, design or sale of such Goods.
11. **Warranty.** Except as described in paragraph 10 above, Seller warrants that the Goods (a) are in accordance with the provisions of any product-specific written warranty published and delivered to Buyer from Seller, or (b) in the absence of a product-specific warranty, are in accordance with the Seller's published specifications at the time of order and that Seller will repair or replace, at Seller's option, such Goods as fail to conform to its published specifications, provided notice of claim under this warranty is given within a period of thirty (30) days following shipment. In all cases, Buyer shall be responsible for the cost of field labor and/or charges incurred by Buyer's return of any Goods to the Seller for repair or replacement. No return of Goods shall be made without prior written consent of the Seller.
12. **Returns.** Returns for any reason (other than return provisions described in paragraph 11 above - Warranty) will be subject to an appropriate restocking fee determined by Seller, not to exceed a maximum of 20% of the purchase price of the returned Goods. No returns of Goods shall be made without prior written consent of the Seller.
13. **EXCLUSION OF OTHER WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN PARAGRAPH 11 ABOVE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE WHICH APPLY TO THE GOODS, THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE GOODS AND THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE GOODS, BUYER AGREES THAT BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER EXCEPT AS EXPRESSLY SET FORTH HEREIN. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF THE SELLER SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERMS AND CONDITIONS HEREOF.
14. **Technical Advice.** Seller shall not be responsible for the results of any technical advice provided by Seller in connection with the design or installation or use of the Goods for any particular purpose. Buyer assumes sole responsibility for the proofing of and acceptability of Goods and services of Seller prior to purchase by Buyer. Contracted integration of Seller's products are limited to scope of work for connectivity of supplier provided hardware and installation/configuration of supplier provided Solution Software on Buyer's network. Seller assumes no liabilities for configuration of Desktop Operating Systems and/or Server Network Operating Systems. Further, Seller does not warrant or ensure interoperability of supplier provided hardware and/or Solutions Software with future releases of newer versions of Operating Systems, Network Operating Systems or Application Software products. Upon installation/configuration, Buyer shall sign acceptance and work completion form provided by Seller. Any reconfiguration and installation by Seller that occurs on Buyer's network of hardware/software due to Buyer network changes shall be billed by Seller to Buyer at the then prevailing integration service rate.
15. **LIABILITY LIMITATION.** SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE OBLIGATION TO REPAIR OR REPLACE THE GOODS PURSUANT TO PARAGRAPH 14 ABOVE. SELLER'S TOTAL CUMULATIVE LIABILITY IN ANY WAY ARISING FROM OR PERTAINING TO ANY GOODS SOLD OR REQUIRED TO BE SOLD UNDER ANY CONTRACT SHALL NOT IN ANY CASE EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR SUCH GOODS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR OR ANY CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE, REGARDLESS IF WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S EXCLUSIVE REMEDIES.
16. **Cancellation or Changes of Order.** No order may be withdrawn or cancelled by the Buyer, nor may delivery or shipment of Goods be deferred when ready, unless Seller shall first be paid a cancellation or deferral charge of a reasonable amount acceptable to the Seller. In the event, that Buyer shall request changes in its order after receipt thereof by Seller, Buyer shall be responsible for and pay all charges reasonably assessed by Seller with respect to such changes.
17. **Set-Offs.** Neither Buyer nor any affiliated company or assignee shall have the right to claim compensation or to setoff against any amounts which become payable to the Seller under any contract or otherwise.
18. **No Protection from Claim of Infringement.** Seller makes no representation of warranty that the delivery or subsequent use of the Goods shall be free of the claim of any third party by way of infringement.
19. **APPLICABLE LAW.** THE TERMS AND CONDITIONS APPLICABLE TO ANY SALE OF GOODS OR SERVICES BY THE SELLER SHALL BE DETERMINED AND CONSTRUED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THE BUYER AND SELLER AGREE TO SUBMIT TO THE JURISDICTION OF THE STATE OR FEDERAL COURT OF ORANGE COUNTY WITHIN CALIFORNIA IN CONNECTION WITH ANY DISPUTE OR CONTROVERSY BETWEEN SELLER AND BUYER.
20. **Service Delivery.** Seller's service delivery terms are as agreed upon by Seller and Buyer and contracted. Hardware Repair/Service Support/Integration Services contract's terms and conditions vary on individual sales and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review and signoff on specific terms and conditions on individual Hardware Repair/Service Support/Integration Services contract's purchases. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended terms or contract sales.
21. **Buyer Declination of Service Contract.** If Buyer declines service coverage, Seller will file appropriate forms noting declination of service. If service is provided by Seller on Goods not covered by a service contract with Seller, Buyer shall pay the then prevailing rates for labor and parts supplied for repair, which will be billed (time and materials) Net Payable.
22. **Freight.** Buyer assumes responsibility for freight charges on orders placed with Seller.
23. **Severability.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
24. **Amendment and Waiver.** No amendment of these terms or conditions and no waiver by Seller will be effective unless it is in writing and signed by Seller. No waiver by Seller will operate as a waiver on a future occasion.
25. **Parties Bound.** All rights of Seller will inure to the benefit of Seller's successors and assigns. All rights and obligations of Buyer will inure to the benefit and be binding upon Buyer and Buyer's successors.
26. **Further Assurances.** The parties agree to promptly execute and deliver all further instruments and documents and take all further action necessary to effect these terms and conditions.



SALES ORDER

SO-1.0.0

Sales Representative: Nicholas Ruggieri

SALES PACKET NUMBER

ORDER DATE

3/5/2014

CUSTOMER INFORMATION

Bill to Number:	Ship to Number:
Customer Name: City of Colleyville	Customer Name: City of Colleyville
Billing Address: 100 Main St.	Shipping Address: 100 Main St.
Address 2:	Address 2:
City: Colleyville State: TX Zip: 76034	City: Colleyville State: TX Zip: 76034
Phone #: 817-503-1000 Ext. Fax #:	Phone #: 817-503-1000 Ext. Fax #:
Contact: Adrienne Lothery	Contact: Adrienne Lothery
eMail: alothery@colleyville.com	eMail: alothery@colleyville.com
Customer PO #:	Tax ID #:
Delivery Date:	Ship: Term:

MOVEMENT STATUS

Delivery Contact: Adrienne Lothery	Movement:
Telephone #: 817-503-1112	
Delivery Hours: 9am - 4pm	
Stairs:	

EQUIPMENT AND SUPPLIES

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT
1	Toshiba Estudio 4520CU				\$ -
QTY.	SUPPLIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT

SPECIAL INSTRUCTIONS

Sub Total	\$ -
Other	
Delivery/Install	
Taxable Total	\$ -
Sales Tax %	
Tax Paid	\$ -
Cash Paid	
Total	\$ -
UCC Fee	

CUSTOMER ACCEPTANCE

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

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

1. **Limited Warranty.** The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in the case of new goods, or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the seller at its option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendations or standard industry practice. The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oilier tubes, pressure pads, lamps, lenses and fuses.

This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability of otherwise.

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

Print Name:	Signature: X	Title:	Date:
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GENERAL TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE.** ALL PURCHASE ORDERS FOR ANY MATERIALS, PRODUCTS AND/OR ANY OTHER ITEMS (HEREIN THE GOODS) AND ACCEPTANCES OF GOODS BY ANY CUSTOMER (HEREIN BUYER) ARE EXPRESSLY SUBJECT TO AND GOVERNED BY THE TERMS AND CONDITIONS PRINTED HEREIN, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE STATED HEREIN ARE BINDING ON TOSHIBA BUSINESS SOLUTIONS (HEREIN THE SELLER) UNLESS AGREED TO IN WRITING BY THE SELLER. BUYER CONSENTS TO THESE TERMS AND CONDITIONS.
2. **Title and Risk of Loss.** Title and risk of loss or damage to the Goods shall pass to the Buyer upon tender of delivery F.O.B. Seller's warehousing facility. Seller will have and retain a first and superior security interest in the Goods until full payment has been made. Goods purchased under extended term or contract will have a UCC financing statement filed with the State of California. Buyer will be charged and shall pay the then applicable UCC filing fee. Buyer agrees upon request to do all things and acts necessary to perfect and maintain said security interest and shall protect the Seller's interest by adequately insuring the Goods against loss or damage from any cause. Buyer appoints Seller as Buyer's attorney-in-fact to execute any and all documents on Buyer's behalf and in Buyer's name to perfect and maintain Seller's security interest in the Goods.
3. **Price, Taxes and Interest Charges.** Prices quoted are F.O.B., Seller's warehousing facility, and the amount of any local, state or federal taxes on the Goods shall be added to the price and paid by Buyer. Buyer represents that Buyer is solvent and can and will pay for the Goods in accordance with the terms hereof. All shipments shall be subject to the approval of Seller's credit department. Seller reserves the right to require payment in cash or obtain security for payment prior to making any delivery and if Buyer fails to comply with such requirement, Seller may terminate any contract with Buyer affected thereby. An interest charge of the lesser of one percent monthly (12% annual rate) or the maximum allowed by state law, will be paid by Buyer on all past due amounts.
4. **Terms/Cash Sales.** Seller's payment terms are Cash unless other terms are agreed upon by Seller and Buyer. Seller's Authorized signers are the only personnel of Seller authorized to approve special terms or conditions.
5. **Extended Terms/Contracts.** Extended terms/contract sales are as agreed upon by Seller and Buyer. Extended payment terms and contracts on individual sales vary and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review prior to accepting specific terms and conditions on individual extended payment terms and contract sales. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended payment terms or contract sales.
6. **Delivery.** Any delivery schedules which may be specified for shipment of the Goods are only estimates and the Seller shall not incur any liability, either directly or indirectly, nor shall any order be canceled because or as a result of delays in meeting such dates or schedules. In no event shall Seller be liable for any claims for labor or for any consequential damages or any other damages resulting from failure or delay in delivery. No delivery dates are guaranteed.
7. **Force Majeure.** Seller shall not be liable for any act, omission, result or consequence, of any delay in delivery or failure of performance which is (i) due to any act of God; any government order; any order bearing priority rating or placed under any allocation program (mandatory or voluntary) established pursuant to law; local labor shortage; fire; flood; casualty; governmental regulation or requirement; terrorism or terrorist threat; shortage or failure of raw material, supply, fuel; power or transportation; breakdown of equipment; or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.
8. **Laws, Ordinance and Regulations.** Seller shall utilize reasonable efforts to cause the Goods to comply with its interpretation of federal safety, health and environmental regulations and insurance codes of a national scope. However, Seller shall not be responsible for compliance with local interpretations of such federal regulations or insurance codes nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect at any location where the Goods are to be utilized, unless such responsibility shall be expressly assumed by the Seller in writing.
9. **Changes in Design.** Seller reserves the right to discontinue the supply or sale of any model, style or type of the Goods, or of any parts or accessories thereto, and the right to change or alter the design or composition of the Goods, parts or accessories without notice to Buyer, and the Seller shall incur no liability thereby nor any obligation to furnish or install any replacement Goods, parts or accessories which were purchased or sold prior to the making of any alterations or changes in design.
10. **Off Quality and Goods Made to Buyer's Specifications.** Seller makes no warranty whatsoever, express or implied except as to title, with respect to Goods manufactured, compounded and/or designed to Buyer's own specifications, or if Buyer has requested off-quality Goods or seconds. Buyer shall at its own expense defend and save Seller harmless from and against any claim, suit, expense or otherwise, which shall be asserted or brought against Seller by reason of its manufacture, design or sale of such Goods.
11. **Warranty.** Except as described in paragraph 10 above, Seller warrants that the Goods (a) are in accordance with the provisions of any product-specific written warranty published and delivered to Buyer from Seller, or (b) in the absence of a product-specific warranty, are in accordance with the Seller's published specifications at the time of order and that Seller will repair or replace, at Seller's option, such Goods as fail to conform to its published specifications, provided notice of claim under this warranty is given within a period of thirty (30) days following shipment. In all cases, Buyer shall be responsible for the cost of field labor and/or charges incurred by Buyer's return of any Goods to the Seller for repair or replacement. No return of Goods shall be made without prior written consent of the Seller.
12. **Returns.** Returns for any reason (other than return provisions described in paragraph 11 above - Warranty) will be subject to an appropriate restocking fee determined by Seller, not to exceed a maximum of 20% of the purchase price of the returned Goods. No returns of Goods shall be made without prior written consent of the Seller.
13. **EXCLUSION OF OTHER WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN PARAGRAPH 11 ABOVE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE WHICH APPLY TO THE GOODS, THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE GOODS AND THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE GOODS, BUYER AGREES THAT BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER EXCEPT AS EXPRESSLY SET FORTH HEREIN. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF THE SELLER SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERMS AND CONDITIONS HEREOF.
14. **Technical Advice.** Seller shall not be responsible for the results of any technical advice provided by Seller in connection with the design or installation or use of the Goods for any particular purpose. Buyer assumes sole responsibility for the proofing of and acceptability of Goods and services of Seller prior to purchase by Buyer. Contracted integration of Seller's products are limited to scope of work for connectivity of supplier provided hardware and installation/configuration of supplier provided Solution Software on Buyer's network. Seller assumes no liabilities for configuration of Desktop Operating Systems and/or Server Network Operating Systems. Further, Seller does not warrant or ensure interoperability of supplier provided hardware and/or Solutions Software with future releases of newer versions of Operating Systems, Network Operating Systems or Application Software products. Upon installation/configuration, Buyer shall sign acceptance and work completion form provided by Seller. Any reconfiguration and installation by Seller that occurs on Buyer's network of hardware/software due to Buyer network changes shall be billed by Seller to Buyer at the then prevailing integration service rate.
15. **LIABILITY LIMITATION.** SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE OBLIGATION TO REPAIR OR REPLACE THE GOODS PURSUANT TO PARAGRAPH 14 ABOVE. SELLER'S TOTAL CUMULATIVE LIABILITY IN ANY WAY ARISING FROM OR PERTAINING TO ANY GOODS SOLD OR REQUIRED TO BE SOLD UNDER ANY CONTRACT SHALL NOT IN ANY CASE EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR SUCH GOODS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR OR ANY CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE, REGARDLESS IF WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S EXCLUSIVE REMEDIES.
16. **Cancellation or Changes of Order.** No order may be withdrawn or cancelled by the Buyer, nor may delivery or shipment of Goods be deferred when ready, unless Seller shall first be paid a cancellation or deferral charge of a reasonable amount acceptable to the Seller. In the event, that Buyer shall request changes in its order after receipt thereof by Seller, Buyer shall be responsible for and pay all charges reasonably assessed by Seller with respect to such changes.
17. **Set-Offs.** Neither Buyer nor any affiliated company or assignee shall have the right to claim compensation or to setoff against any amounts which become payable to the Seller under any contract or otherwise.
18. **No Protection from Claim of Infringement.** Seller makes no representation of warranty that the delivery or subsequent use of the Goods shall be free of the claim of any third party by way of infringement.
19. **APPLICABLE LAW.** THE TERMS AND CONDITIONS APPLICABLE TO ANY SALE OF GOODS OR SERVICES BY THE SELLER SHALL BE DETERMINED AND CONSTRUED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THE BUYER AND SELLER AGREE TO SUBMIT TO THE JURISDICTION OF THE STATE OR FEDERAL COURT OF ORANGE COUNTY WITHIN CALIFORNIA IN CONNECTION WITH ANY DISPUTE OR CONTROVERSY BETWEEN SELLER AND BUYER.
20. **Service Delivery.** Seller's service delivery terms are as agreed upon by Seller and Buyer and contracted. Hardware Repair/Service Support/Integration Services contract's terms and conditions vary on individual sales and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review and signoff on specific terms and conditions on individual Hardware Repair/Service Support/Integration Services contract's purchases. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended terms or contract sales.
21. **Buyer Declination of Service Contract.** If Buyer declines service coverage, Seller will file appropriate forms noting declination of service. If service is provided by Seller on Goods not covered by a service contract with Seller, Buyer shall pay the then prevailing rates for labor and parts supplied for repair, which will be billed (time and materials) Net Payable.
22. **Freight.** Buyer assumes responsibility for freight charges on orders placed with Seller.
23. **Severability.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
24. **Amendment and Waiver.** No amendment of these terms or conditions and no waiver by Seller will be effective unless it is in writing and signed by Seller. No waiver by Seller will operate as a waiver on a future occasion.
25. **Parties Bound.** All rights of Seller will inure to the benefit of Seller's successors and assigns. All rights and obligations of Buyer will inure to the benefit and be binding upon Buyer and Buyer's successors.
26. **Further Assurances.** The parties agree to promptly execute and deliver all further instruments and documents and take all further action necessary to effect these terms and conditions.



AIMS MAINTENANCE CONTRACT

MA-1.0.0

Sales Representative: Nicholas Ruggieri

SALES PACKET NUMBER

DATE

3/5/2014

Customer agrees to purchase and Toshiba Business Solutions agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed below in accordance with the terms and conditions of this contract. The Maintenance Services exclude paper, staples and all other parts and services listed under the Exclusion section on page two of the contract. A Connectivity & Security Options Agreement must be attached and executed for Network Integration Support.

CUSTOMER INFORMATION

Customer Name:	City of Colleyville	Bill to Number:	
Billing Address:	100 Main St.	Phone #:	817-503-1000 Ext.
Address 2:		Contact:	Adrienne Lothery
City:	Colleyville	State:	TX
Zip:	76034	email:	alothery@colleyville.com

INVOICE / METER COLLECTION INFORMATION

Meter Collection:	Automated Meter Read	Electronic Invoicing:	Yes	Invoice Location:		Term:	12 Months
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SEE ATTACHED MAINTENANCE CONTRACT SCHEDULE FOR DEVICE DETAILS

TRANSACTION TERMS (Consolidated Minimums Per Pool)

Pool Description	Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Per Unit Charge	Excess Billing Frequency
City of Colleyville B/W	Black	0	Images	\$ 510.00	Quarterly	0.0055	Quarterly
City of Colleyville Color	Color	0	Images	\$ -	Quarterly	0.0458	Quarterly

DECLINATION

☐ Customer is declining maintenance on the equipment listed above.

Printed Name:

Title:

Date:

Signature:

ACCEPTANCE

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Unit Charges for the term of this Contract. When this Contract is signed by Customer and TBS, it shall constitute a binding contract and is non-cancelable. This Contract will begin on the date signed by TBS below. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Customer:		Toshiba Business Solutions	
Printed Name:		Printed Name:	
Signature:		Signature:	
Title:	Date:	Title:	Effective Date:

TERMS AND CONDITIONS (CONTINUED)

1. **ACCEPTANCE.** This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.

2. **Term.** This Contract will remain in force for 12 months from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.

3. **SERVICE AVAILABILITY.** TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.

The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.

If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.

In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. If there is a substantial decline in the cost of fuel, the fuel surcharge, if applied by TBS pursuant to this provision, may be decreased accordingly. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.

4. **NETWORK INTEGRATION SUPPORT.** Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.

5. **INVOICING - LATE CHARGES.** The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.

If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.

6. **USAGE.** In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Customer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. In no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period.

TBS may estimate the number of units used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website.

Upon the first Renewal Date and each subsequent Renewal Date thereafter, TBS reserves the right to increase the Minimum Payment and/or Excess Unit Charge by the greater of either (i) fifteen (15%) percent or (ii) the then-current cost per unit for that model.

7. **CONSUMABLE SUPPLIES.** TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract, except as excluded in section 11 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies.

All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.

8. **TAXES.** In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.

9. **INSTALLATION AND ACCESS TO EQUIPMENT.** Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.

If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.

10. **KEY OPERATOR - END-USER TRAINING.** Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.

11. **EXCLUSIONS.** Service under this Contract does not include:

(a) Furnishing paper, staples, replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following:

(b) Service of equipment if moved outside of TBS's designated service area;

(c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster;

(d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment;

(e) Painting or refinishing of the equipment;

(f) Making specification changes;

(g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost;

(h) Performing key operator functions as described in the operator manual;

(i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed;

(j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included;

(k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control.

(l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available.

(m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.

12. **INDEMNITY AND DISCLAIMER.** TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.

IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."

13. **GENERAL.** Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.

Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.

The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.

This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.

TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.

TBS is not responsible for failure to render service due to causes beyond its control.

This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.



MAINTENANCE CONTRACT SCHEDULE

MAS-1.0.0

Sales Representative: Nicholas Ruggieri

Customer Name: City of Colleyville

SALES PACKET NUMBER

DATE

3/5/2014

Bill to Number:

POOL DETAILS

DESCRIPTION:

City of Colleyville B/W

MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER
Toshiba Estudio 5540CT		100 Main St. - Copy Room 2nd Floor		
Toshiba Estudio 756		5201 Riverwalk Dr. - Municipal Court		
Toshiba Estudio 356		100 Main St. - City Secretary 3rd Floor		
Toshiba Estudio 356		5201 Riverwalk Dr. - Police Patrol		
Toshiba Estudio 356		100 Main St. Finance 1st Floor		
Toshiba Estudio 3055C		100 Main St. - Comm. Development		
Toshiba Estudio 3055C		100 Main St - City Managers 3rd Floor		

POOL TOTALS

Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency
Black	0	Images	\$ 510.00	Quarterly	\$0.00550	Quarterly

POOL DETAILS

DESCRIPTION:

City of Colleyville B/W

MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER
Toshiba Estudio 3055C		5201 Riverwalk Dr. - Records		
Toshiba Estudio 3055C		110 Main St. - Library 1st Floor		
Toshiba Estudio 3055C		5209 Colleyville Blvd - Fire Admin		
Toshiba Estudio 3055C		110 Main St - Library (Public)		
Toshiba Estudio 3055C		5201 Riverwalk Dr. - Police Admin		
Toshiba Estudio 3055C		5201 Riverwalk Dr. - CID		
LexMark 544DN		Colleyville Center	94F6CDX	

POOL TOTALS

Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency

POOL DETAILS

DESCRIPTION:

City of Colleyville B/W

MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER
LexMark 544DN		2512 Glade Rd. - Senior Center	94F6CHK	
LexMark 464DE		100 Main St. - Human Resources	35P71NW	
Toshiba Estudio 4520CU		Parks		

POOL TOTALS

Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency
Faxes						

POOL DETAILS

DESCRIPTION:

MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER

POOL TOTALS

Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency

Customer Initials _____



MAINTENANCE CONTRACT SCHEDULE

MAS-1.0.0

Sales Representative: Nicholas Ruggieri

Customer Name: City of Colleyville

SALES PACKET NUMBER

DATE

3/5/2014

Bill to Number:

POOL DETAILS

DESCRIPTION:

City of Colleyville Color

MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER
Toshiba Estudio 5540CT		100 Main St. - Copy Room 2nd Floor		
Toshiba Estudio 3055C		100 Main St. - Comm. Development		
Toshiba Estudio 3055C		100 Main St - City Managers 3rd Floor		
Toshiba Estudio 3055C		5201 Riverwalk Dr. - Records		
Toshiba Estudio 3055C		110 Main St. - Library 1st Floor		
Toshiba Estudio 3055C		5209 Colleyville Blvd - Fire Admin		
Toshiba Estudio 3055C		110 Main St - Library (Public)		

POOL TOTALS

Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency
Color	0	Images	\$ -	Quarterly	\$0.04580	Quarterly

POOL DETAILS

DESCRIPTION:

City of Colleyville Color

MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER
Toshiba Estudio 3055C		5201 Riverwalk Dr. - Police Admin		
Toshiba Estudio 3055C		5201 Riverwalk Dr. - CID		
LexMark 544DN		Colleyville Center	94F6CDX	
LexMark 544DN		2512 Glade Rd. - Senior Center	94F6CHK	
Toshiba Estudio 4520CU		Parks		

POOL TOTALS

Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency

POOL DETAILS

DESCRIPTION:

MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER

POOL TOTALS

Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency
Faxes						

POOL DETAILS

DESCRIPTION:

MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER

POOL TOTALS

Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency

Customer Initials _____

Sales Representative: Nicholas Ruggieri

SALES PACKET NUMBER

DATE

3/5/2014

CUSTOMER INFORMATION

Customer Name:	City of Colleyville	Bill to Number:	
Billing Address:	100 Main St.	Phone #:	817-503-1000 Ext.
Address 2:		Contact:	Adrienne Lothery
City:	Colleyville	State:	TX
Zip:	76034	email:	alothery@colleyville.com

METER COLLECTION CHOICES

Let your
printers and
copiers do
the reporting
for you.



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

How much does Toshiba AMR cost me?

Nothing. Ever.

What information does AMR gather?

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

Is the transmission secure?

Yes. Data is completely secure. Additionally, none of your file data is ever collected, just usage information.

☒ Automated Meter Read (AMR)

TBS provides free the AMR software at installation that will automatically pull meter information and input into TBS billing system. There is no manual entry by either the end user or TBS for this option and is the most economical and efficient process. Equipment MUST be connected to the your network. More details and FAQ on this option are included above.

☐ Self Reporting Assets (SRA)

This requires the Toshiba device to be set up at installation to email meters to TBS once a month automatically. Emails from the Toshiba device are sent to TBS billing department where we manually enter in the meter readings.

☐ Meters Online (MOL)

An automatic meter request is sent to the End User directly from the TBS billing system. End User collects the meter readings and goes to <http://meters.toshiba.com> and enters the meters online manually. All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

☐ Meters By Fax (MBF)

This option requires a TBS representative to set up account for automatic fax notifications to Customer designated End User. End User must compile the meter readings manually and write them on fax sheet and fax back to TBS within 3 days. These meters must be entered into our TBS software manually.

☐ Meters By Phone (MBP) - **\$4.00 per Month Charge for this Option**

This option requires a TBS representative to place a call to your company and request the meter reading. These meters must be entered into our TBS billing software manually.

ELECTRONIC INVOICING CHOICE

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

Please select if you will accept Electronic Invoices when possible: ☒ Yes

☐ No

Email Attachment and Web: ☒ Yes

☐ No

Email Address for invoice notifications: jwilliams@colleyville.com / alothery@colleyville.com

ACCEPTANCE

Printed Name:		Signature:	
Title:	Date:		

**CONNECTIVITY OPTIONS AGREEMENT****CA-1.0.0**

SALES PACKET NUMBER

EFFECTIVE DATE

Sales Representative: Nicholas Ruggieri**CUSTOMER INFORMATION**

Customer Name:	City of Colleyville	Customer Contact:	Adrienne Lothery
Billing Address:	100 Main St.	Phone #:	817-503-1000 Ext.
Address 2:		Customer PO #:	
City:	Colleyville	IT Contact:	IT Phone #:
State:	TX	Zip:	76034
		eMail:	

CONNECTIVITY OPTIONS (Check All That Apply)☐ **OPTION A: Remote Network Administrator Integration and Training**

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

☐ **OPTION B: Custom Network Integration - Variable / Additional Charges**

Qty

Unit Description

• Base Device Configuration - Setup of Network Protocols on Device		Device
• Print Driver Installation		Workstation
• PC Fax Driver Installation		Workstation
• Print Driver and PC Fax Driver on same Workstation		Workstation
• Scan to Copier Controller		Scanning Template
• Scan to Network Folder		Scanning Template
• Scan to Email - Initial Setup of communication to local SMTP server		Initial Setup
- Additional Setup per Scanning Template		Scanning Template
- Off-site SMTP Server		Hour Until Completion
- Additional Setup per Scanning Template		Scanning Template
• Incoming Fax Routing to Copier Controller		Fax Destination
• Incoming Fax Routing to Network Folder Location		Fax Destination
• Incoming Fax Routing to Email - Initial Setup of SMTP Server		Initial Setup
Communication to a Local SMTP Server		
- Additional Setup per Destination		Destination
- Off-site SMTP Server		Hour Until Completion
- Additional Setup per Destination		Destination
• User Code Enforcement		10 User Codes
• Copier Configuration Backup and Restore		Backup/Restore Event

Total Connectivity Fee \$**-**

Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of: \$ 175.00 Per Hour.
Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.

CUSTOMER ACCEPTANCE

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

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

Print Name:	Signature: X	Title:	Date:
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DECLINATION

☐ Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

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

Print Name:	Signature: X	Title:	Date:
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STATEMENT OF WORK

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

CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

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

Base Device Configuration Includes:

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

Print Driver Installation Includes:

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

Administrator Training Includes:

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

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

STATEMENT OF WORK ASSUMPTIONS

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

Exclusions:

1. Electrical work external to the equipment.
 2. Charges to install or improve telephone lines.
 3. Charges to improve electrical service and/or network lines.
 4. Network wiring to improve or connect the hardware to a computer or network.
 5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
 6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.
- In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.
7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.
 8. Reinstallation/service required due to the relocation of equipment.

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

**END OF LIFE SECURITY OPTIONS AGREEMENT****SA-1.0.0**

SALES PACKET NUMBER

EFFECTIVE DATE

Sales Representative: Nicholas Ruggieri3/5/2014**CUSTOMER INFORMATION**

Customer Name:	City of Colleyville	Customer Contact:	Adrienne Lothery
Address:	100 Main St.	Phone #:	817-503-1000 Ext.
Address 2:		Customer PO #:	
City:	Colleyville	IT Contact:	IT Phone #:
State:	TX	eMail:	
Zip:	76034		

NEW TOSHIBA MFPs

MODEL	SERIAL NUMBER	SECURITY OPTION	MODEL	SERIAL NUMBER	SECURITY OPTION
Estudio 5540CT		BASIC SECURITY	Estudio 6540CT	CCH110634	
Estudio 756		BASIC SECURITY	Estudio 3040C	CNI115452	
Estudio 356		BASIC SECURITY	Estudio 3040C	CNH114791	
Estudio 356		BASIC SECURITY	Estudio 255SE	CNI176767	
Estudio 356		BASIC SECURITY	Estudio 255SE	CNI176710	
Estudio 3055C		BASIC SECURITY			
Estudio 3055C		BASIC SECURITY			

RETURN OF EXISTING EQUIPMENT**CUSTOMER ACCEPTANCE**

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

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

Print Name:	Signature: X	Title:	Date:
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DECLINATION

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

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

Print Name:	Signature: X	Title:	Date:
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STATEMENT OF WORK

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

SECURITY OPTIONS - WORK TO BE PERFORMED ON NEW TOSHIBA MFP**Basic Security:** Includes HDD backup, enabling Secure Encryption, format of HDD, resorting all HDD data.**Enhanced Security:** Includes backup of customer data, format of client MFP HDD, installation of data overwrite kit, restoration of client data.**Optimal Security:** Includes backup of customer data, format of client MFP HDD, installation of data overwrite kit, enabling Secure Encryption, restoration of client data.**SECURITY OPTIONS - WORK TO BE PERFORMED ON RETURN OF EXISTING EQUIPMENT****Basic Security:** Includes HDD data scrub to DOD standards (5220-22m), NVRAM and Fax Data Scrub, Reloading System Firmware.**Enhanced Security:** Includes removing and returning uncleansed HDD to customer, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.**Optimal Security:** Includes removal and destruction of HDD, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

**END OF LIFE SECURITY OPTIONS AGREEMENT****SA-1.0.0**

SALES PACKET NUMBER

EFFECTIVE DATE

Sales Representative: Nicholas Ruggieri3/5/2014**CUSTOMER INFORMATION**

Customer Name:	City of Colleyville	Customer Contact:	Adrienne Lothery
Address:	100 Main St.	Phone #:	817-503-1000 Ext.
Address 2:		IT Contact:	Customer PO #:
City:	Colleyville	State:	TX Zip: 76034
		eMail:	

NEW TOSHIBA MFPs

MODEL	SERIAL NUMBER	SECURITY OPTION
Estudio 3055C		BASIC SECURITY
Estudio 3055C		BASIC SECURITY
Estudio 3055C		BASIC SECURITY
Estudio 3055C		BASIC SECURITY
Estudio 3055C		BASIC SECURITY
Estudio 3055C		BASIC SECURITY

RETURN OF EXISTING EQUIPMENT

MODEL	SERIAL NUMBER	SECURITY OPTION

CUSTOMER ACCEPTANCE

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

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

Print Name:	Signature: X	Title:	Date:
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DECLINATION

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

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

Print Name:	Signature: X	Title:	Date:
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STATEMENT OF WORK

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

SECURITY OPTIONS - WORK TO BE PERFORMED ON NEW TOSHIBA MFP**Basic Security:** Includes HDD backup, enabling Secure Encryption, format of HDD, resorting all HDD data.**Enhanced Security:** Includes backup of customer data, format of client MFP HDD, installation of data overwrite kit, restoration of client data.**Optimal Security:** Includes backup of customer data, format of client MFP HDD, installation of data overwrite kit, enabling Secure Encryption, restoration of client data.**SECURITY OPTIONS - WORK TO BE PERFORMED ON RETURN OF EXISTING EQUIPMENT****Basic Security:** Includes HDD data scrub to DOD standards (5220-22m), NVRAM and Fax Data Scrub, Reloading System Firmware.**Enhanced Security:** Includes removing and returning uncleansed HDD to customer, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.**Optimal Security:** Includes removal and destruction of HDD, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.



REMOVAL REPORT

RR-1.0.0

Sales Representative: Nicholas Ruggieri

CUSTOMER NUMBER

REMOVAL DATE

This document must be completed and signed by both the customer and a Toshiba Business Solutions (TBS) representative prior to any removal and disposition of equipment from the customer's premises. Removals associated with the sale of equipment by TBS must reference this form on the Sales Order.

REMOVE EQUIPMENT FROM

Customer Name: City of Colleyville				Contact: Adrienne Lothery				
Address: 100 Main St.				Phone #: 817-503-1000 Ext.		Fax #: -		
City: Colleyville		TX		TX		eMail: alothery@colleyville.com		
ID #	Manufacturer	Model	Serial Number	Final Meter - Black	Final Meter - Color	Stairs	Lease #	Leasing Company
B21538	Toshiba	Estudio 6540CT	CCH110634				25143147	DLL
B21536	Toshiba	Estudio 3040C	CNI115452				25143147	DLL
B21537	Toshiba	Estudio 3040C	CNH114791				25143147	DLL
B21545	Toshiba	Estudio 255SE	CNI176767				25143147	DLL
B21546	Toshiba	Estudio 255SE	CNI176710				25143147	DLL

Special Instructions:

REASON FOR REMOVAL

☒ CUSTOMER OWNED TRADE-IN

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

☒ LEASE RETURN -- (Lease Buy-Out / Trade-Up to be Returned to the Leasing Company)

- ☒ To be paid by TBS to the Leasing Company.
- ☒ To be paid by TBS to the Customer, who will pay the Leasing Company.
- ☒ To be paid by the Customer directly to the Leasing Company.

☒ LEASE TRADE-IN -- (Lease Buy-Out / Trade-Up to TBS: Traded into TBS)

- ☒ To be paid by TBS to the Leasing Company.
- ☒ To be paid by TBS to the Customer, who will pay the Leasing Company.
- ☒ To be paid by the Customer directly to the Leasing Company.

The customer representative signed below acknowledges that said equipment is leased from the above named Leasing Company and that the remittance and disposition, as indicated above, of said equipment and its condition will fulfill its contractual obligations under the lease. If not, the customer assumes any remaining liability with the Leasing Company. The customer's terms of shipment to the Leasing Company are F.O.B. destination (i.e. the Leasing Company). **If the equipment cannot be returned until the end of the lease term, the customer must notify the Leasing Company in writing in accordance to the terms of the agreement prior to the end of the lease term. It is the responsibility of the customer to return the equipment as specified by the leasing company. Failure to follow this disposition process will result in an automatic renewal of the lease agreement as specified in the original lease terms.**

☒ INSPECT / REPAIR / REFURBISH AND RETURN TO CUSTOMER

The customer representative signed below acknowledges that this above equipment is being removed at their request by TBS. A written estimate and authorization by the customer for required inspection and repairs must be signed separately by the customer and a TBS representative. Upon completion of the agreed work, the equipment will be returned to the customer by TBS.

☒ OTHER

HARD DRIVE DATA HANDLING

- ☒ Customer/Lessee agrees to pay TBS \$495.00 to sanitize the removed equipment hard disk drive per the U.S. Department of Defense - DoD 5220.22-M specifications.
- ☒ It is the Customer/Lessee's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased of any Customer/Lessee data and information.

ACCEPTANCE

Customer: City of Colleyville		Toshiba Business Solutions	
Printed Name:		Sales Rep:	
Signature:		Signature:	
Title:	Date:	Date:	

SIGNATURE AT TIME OF REMOVAL

Customer: City of Colleyville		Toshiba Business Solutions	
Printed Name:		Delivery Rep:	
Signature:		Signature:	
Title:	Date:	Date:	



DELIVERY / INSTALL & LEASE ACCEPTANCE

DI-1.0.0

SALES PACKET NUMBER

DATE

Sales Representative:

#REF!

3/5/2014

CUSTOMER INFORMATION (Ship to)

Customer Name:

#REF!

Ship to Number:

#REF!

Attention:

Adrienne Lothery

Address:

#REF!

Address 2:

#REF!

City, State-Zip:

#REF!

Phone #:

#REF!

Ext.

Fax #:

#REF!

Email Address:

#REF!

TERMS AND CONDITIONS

I certify that all the Equipment listed below has been furnished, that delivery and installation has been fully completed. The Equipment has been received, put in use and is in good working order. I understand and agree that we have purchased the Equipment from the above supplier. All conditions and terms of the Agreement have been reviewed and acknowledged. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Customer Printed Name:

(Authorized Representative)

Title:

Customer Signature:

(Authorized Representative)

Date:

EQUIPMENT INFORMATION

Unit ID #	Model #	Serial #	Installed By	Install Date	Install Meter	Accessory	
						Yes	No
1.	Toshiba Estudio 5540CT						
2.	Toshiba Estudio 756						
3.	Toshiba Estudio 356						
4.	Toshiba Estudio 356						
5.	Toshiba Estudio 356						
6.	Toshiba Estudio 3055C						
7.	Toshiba Estudio 3055C						
8.	Toshiba Estudio 3055C						
9.	Toshiba Estudio 3055C						
10.	Toshiba Estudio 3055C						
11.	Toshiba Estudio 3055C						
12.	Toshiba Estudio 3055C						
13.	Toshiba Estudio 3055C						
14.	Toshiba Estudio 4520CU						
15.							

ADDITIONAL REQUEST / INFORMATION REQUIRED:



FMV LEASE AGREEMENT

TOSHIBA

FINANCIAL SERVICES

The words Lessee, you, and your refer to the customer. The words Lessor, we, us and our refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your Toshiba Business Solutions (TBS) provider. We own the Equipment (excluding software) and you have the right to use it under the terms of this Lease.

APPLICATION NUMBER

AGREEMENT NUMBER

CUSTOMER CONTACT INFORMATION

Legal Company Name:	City of Colleyville	Fed. Tax ID #:	
Contact Person:	Adrienne Lothery	Bill-To Phone:	817-503-1000
		Bill-To Fax:	
Billing Address:	100 Main St.	City, State-Zip:	Colleyville, TX 76034
Equipment Location: (if different from above)	"See Schedule A"	City, State-Zip:	

TBS LOCATION

Contact Name:	Nicholas Ruggieri	Subsidiary Location:	Irving, TX
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ITEM DESCRIPTION

MODEL NO.

SERIAL NO.

☒ See attached form (Schedule "A") for Additional Equipment

LEASE TERM & PAYMENT SCHEDULE

Number of Payments:	63	of	\$2,107.34	(plus applicable taxes)	Lease payment period is monthly unless otherwise indicated. End-of-Lease Options: You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value - 2. Renew the Lease per section 16 3. Return Equipment
Security Deposit:	\$	-	☐	Received	
Documentation Fee:	\$75.00 (included in First Invoice)				

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

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature: X	Title:	Date:
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CUSTOMER ACCEPTANCE

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

Name:	Signature: X	Title:	Date:
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PERSONAL GUARANTY

To induce us to enter into this Lease and any supplement, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease and any supplement. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

By providing a telephone number for a cellular phone or other wireless service, you are expressly consenting to receiving communication (for NON-Marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from lessor and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls. The calls and messages may incur fees from your cellular provider.

Print Name of 1st Guarantor	Signature: X	Date:
Print Name of 2nd Guarantor	Signature: X	Date:

TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each lease payment by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this lease or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Lease or the Equipment.

2. **Lease Commencement:** This Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Lease will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. All payments will be made to us in accordance with the applicable Schedule at our address or at such other place as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law) as reasonable collection costs.

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

4. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT AND TBS BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY OF TBS WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS LEASE.

5. **Statutory Finance Lease:** You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (sections 508-522) of the Uniform Commercial Code.

6. **Security Interest:** You authorize us to file a financing statement with respect to the equipment. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under this Lease.

7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on the schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any TBS warranties, so long as you are not in default.

8. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

9. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Lease.

10. **Risk or Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the equipment. No such loss or damage shall relieve you from the payment obligations under this Lease. You agree to keep the Equipment fully insured against loss until this Lease is paid in full and to have us and our assigns named as loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you do not provide evidence of acceptable insurance, (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims, or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the total stream of payments to cover our credit risk, administrative costs and other costs and in which we may make a profit. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.

11. **Right to Perform:** If you fail to comply with any provision of this Lease, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.

12. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on our behalf.

13. **Default:** You will be in default under this Lease if: (a) we do not receive any payment due under that Lease within ten (10) days after its due date, (b) you fail to meet any of your obligations in the Lease (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, or (f) you default on any other agreement with us or our assigns.

14. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Lease, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Lease, plus (2) the present value of all remaining payments to become due under this Lease (discounted at 4% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(i) above over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 4% per annum, and (e) exercise any other remedies available to us at law or in equity. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You may remain liable for any deficiency with any excess being retained by us.

15. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.

16. **Automatic Renewal:** This Lease will automatically renew on a month-to-month basis after the Term unless cancelled by either party upon 30 days prior written notice, and you shall pay us the same lease payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Lease) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).

17. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.

18. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Lease, or any rights arising under this Lease, and in such event our assignee or transferee will have the rights, power, privileges and remedies of lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Lease or any rights thereunder or any Equipment subject to this Lease without our prior written consent.

19. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes.

20. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.

21. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts of your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters.

22. **Miscellaneous:** This Lease contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us. We will not accept payment in cash. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Lease to be unenforceable, all other terms of that Lease will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Lease do not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or supplier of the Equipment. It is the Lessee's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased of any lease data and information.

Schedule A - City of Colleyville

INITIALS

APPLICATION NUMBER										LEASE AGREEMENT NUMBER											
63 MONTHS																					
This schedule "A" is to be attached to and become part of the item description for the agreement dated _____ by and between the																					
undersigned and TOSHIBA FINANCIAL SERVICES.																					
UNIT #		Address 1		CITY		STATE		ZIP		CONTACT		PHONE		MODEL		SERIAL		LOCATION		Accessories	
1		100 Main St.		Colleyville		TX		76034						ES 5540CT				Copy Room - 2nd Flr.		Fax, Finisher, Hole Punch, Surge	
2		100 Main St.		Colleyville		TX		76034						ES 3055C				Comm. Development - 1st Flr.		Fax, Finisher, Hole Punch, Surge, 550 Drawer, Pedestal	
3		100 Main St.		Colleyville		TX		76034						ES 3055C				City Manager - 3rd Flr.		Fax, Finisher, Hole Punch, Surge, 550 Drawer, Pedestal	
4		100 Main St.		Colleyville		TX		76034						ES 356				City Secretary - 3rd. Flr.		Fax, Finisher, Hole Punch, Surge, 550 Drawer, Pedestal	
5		100 Main St.		Colleyville		TX		76034						ES 356				Finance - 1st Flr.		Fax, Finisher, Hole Punch, Surge, 550 Drawer, Pedestal	
6		5201 Riverwalk Dr.		Colleyville		TX		76034						ES 356				Police Patrol		Fax, Finisher, Hole Punch, Surge, 550 Drawer, Pedestal	
7		5201 Riverwalk Dr.		Colleyville		TX		76034						ES 3055C				Records		Fax, Finisher, Hole Punch, Surge, 550 Drawer, Pedestal	
8		5201 Riverwalk Dr.		Colleyville		TX		76034						ES 756				Municipal Court		Fax, Finisher, Hole Punch, Surge	
9		5201 Riverwalk Dr.		Colleyville		TX		76034						ES 3055C				Police Admin.		Fax, Finisher, Hole Punch, Surge, 550 Drawer, Pedestal	
10		5201 Riverwalk Dr.		Colleyville		TX		76034						ES 3055C				CID		Fax, Finisher, Hole Punch, Surge, 550 Drawer, Pedestal	
11		5209 Colleyville Blvd.		Colleyville		TX		76034						ES 3055C				Fire Admin.		Fax, Finisher, Hole Punch, Surge, 550 Drawer, Pedestal	
12		110 Main St.		Colleyville		TX		76034						ES 3055C				Library - Back Office		Fax, Finisher, Hole Punch, Surge, 550 Drawer, Pedestal	
13		110 Main St.		Colleyville		TX		76034						ES 3055C				Library - Public		Fax, Finisher, Hole Punch, Surge, 550 Drawer, Pedestal	
14																					
15																					
16																					
17																					
18																					
19																					
20																					
This schedule "A" is Thereby verified as correct by the undersigned, who acknowledges receipt of a copy.																					
CUSTOMER ACCEPTANCE																					
You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.																					
Print Name				X						City of Colleyville						DATE					

FISCAL FUNDING ADDENDUM

LESSEE	Full Legal Name <u>City of Colleyville</u>	DBA Name (If Any) _____
	Billing Address <u>100 Main St.</u>	Phone Number <u>817-503-1000</u>
	City <u>Colleyville</u> County <u>Tarrant</u> State <u>TX</u>	Zip Code <u>76034</u>
	Lease Number _____	Lease Date _____

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective 60 days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

LESSEE SIGNATURE	Signature X _____ (MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)
	Print Name _____
	Title _____ Date _____
	Name of Government Entity <u>City of Colleyville</u>

ACCEPTED BY LESSOR	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____

050EDOC098



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4d

Agenda Date 03/18/2014

Number Resolution R-14-3727

Type Resolution

Department Public Works

Title

Approval of a construction contract with JLB Contracting, LLC, for the Fiscal Year 2014 Street Reclamation and Miscellaneous HMAC Project, in an amount not to exceed \$1,967,150, with an option to renew four additional years, and authorize the city manager to execute the contract

Explanation

Reading and Public Hearing

During Fiscal Year 2013 (FY 2013), staff engaged the services of a contractor to perform asphalt repairs and rehabilitation on an as needed basis throughout Colleyville. The projects constructed last year include the rehabilitation of the streets in the Windview Estates Subdivision, as well as Kenshire Drive and Central Drive.

Staff has prepared a contract for the FY 2014 Street Reclamation and Miscellaneous HMAC Project. The term HMAC refers to Hot Mix Asphaltic Concrete and is the technical term for asphalt pavement. This contract includes the Jewel Estates asphalt rehabilitation project that is scheduled for this fiscal year, as well as additional quantities to handle large maintenance needs associated with the asphalt pavement throughout the City. The rehabilitation of Jewel Estates is included in the Five-Year Capital Improvement Plan and will utilize around fifty percent of the quantities included in the proposed contract. This will allow the remaining quantities in the contract to be used to perform asphalt repairs and rehabilitation on an as needed basis throughout the city.

A provision has been added to the contract under Part III - Supplemental Conditions that establishes the contract term as well as the opportunity for a renewal of the contract at the end of the current term, if both parties are in agreement. The language reads as follows:

"This contract shall be for a period of one (1) year or 365 calendar days beginning on the date specified in the Notice to Proceed. The City and Contractor may, upon mutual written consent, extend the contract for four additional one-year periods, after the initial term. During the renewal process, the contractor may request a price increase at a rate not to exceed the effective percentage change in the consumer price index (CPI-U) for the previous twelve (12) months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If an agreement cannot be reached, or the City does not desire to extend the contract for an

additional term, the contract will be terminated at the end of the current contract period. Any future extensions or renewals to the contract will be presented to the City Council for consideration at a future date."

On March 11, 2014, there were two (2) bids received for the City's FY 2014 Street Reclamation and Miscellaneous HMAC Project, with the lowest responsible bid being submitted by JLB Contracting, LLC, in the amount of \$1,967,150. The base bid includes a \$50,000 construction contingency. The contractor's qualifications and references have been verified by staff, and this contractor has successfully completed previous projects with the City.

Financial Impact

This project was identified on the Five-Year Capital Improvement Plan and funding is available in the Fiscal Year 2014 Street Division General Fund operating budget account number 001-33-10-6319.

Recommendation

Approve

Attachments

1. FY2014 Street Reclamation and Miscellaneous HMAC Project
2. Specifications and Contract Documents
3. Proposal and Unit Price Bid Form

**FY2014 Street Reclamation and Miscellaneous
HMAC Project**

Contractor	Amount of Bid
JLB Contracting, LLC	\$1,967,150
APAC - Texas	\$2,696,007

**SPECIFICATIONS AND
CONTRACT DOCUMENTS FOR

FY2014 STREET RECLAMATION AND MISCELLANEOUS
HMAC PROJECT**



**FOR
City of Colleyville
100 Main Street
Colleyville, Texas 76034
817-503-1090**

Date: March 2014

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CITY OF COLLEYVILLE
FY2014 STREET RECLAMATION AND MISCELLANEOUS HMAC
PROJECT

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I. CONTRACT DOCUMENTS

NOTICE TO BIDDERS

Sealed Bids addressed to CITY OF COLLEYVILLE, will be received at the office of the City Engineer, City of Colleyville, located at 100 Main Street, Colleyville, Texas 76304, until **2:00 p.m. on Tuesday, March 11, 2014** for the furnishing of all plant, labor, materials, and equipment and the performing of all work required in the construction of the following project:

FY2014 STREET RECLAMATION AND MISCELLANEOUS HMAC PROJECT

and other improvements incidental thereto, at which time and place the bids will be publicly opened and read aloud. **(NO LATE BIDS WILL BE ACCEPTED)** Bids shall be submitted in sealed envelopes upon the blank form of furnished herewith. Sealed envelopes shall be marked **"A BID FOR FY2014 STREET RECLAMATION AND MISCELLANEOUS HMAC PROJECT. DO NOT OPEN UNTIL 2:00 P.M., Tuesday March 11, 2014."**

Bidders must submit, with their bids, a cashier's or certified check in the amount of five percent (5%) of the maximum amount bid, payable without recourse to CITY OF COLLEYVILLE, TEXAS, or a Bid Bond in the same amount from an approved Surety Company (according to the latest list of companies holding certificates of approval by the State Board of Insurance under 7.19-1 of the Texas Insurance Code) as guarantee that the Bidder will enter into a contract and execute bond and guarantee forms provided within then (10) days after award of contract to their company.

The successful Bidder must furnish Performance and Payment Bonds each in the amount of one hundred percent (100%) of the contract price from an approved Surety Company. (An approved Surety Company being a company holding a permit from the State of Texas, to act as Surety, and being acceptable according to the latest list of companies holding certificates of approval from the State Board of Insurance under 7.19-1 of the Texas Insurance Code.) The successful Bidder must also be able to show evidence that it is authorized to do business in the State of Texas prior to executing the contract.

All unit prices must be stated in both script and figures. The City reserves the right to reject any and all bids and to waive formalities. In case of ambiguity or lack of clearness in stating prices in the bid, the City reserves the right to consider and adopt the most advantageous construction thereof, or to reject any or all bids. Unreasonable or unbalanced unit prices will be considered sufficient cause for rejection of any bid or bids. No bid may be withdrawn within forty-five (45) days after date on which bids are opened. Only original signatures will be accepted.

Bidders are expected to inspect the site(s) of the work and to inform themselves regarding local conditions under which the work is to be performed. The successful bidder must provide proof that he has performed work of similar nature and dollar amount within the past three (3) years. Attention is called to the provisions of the Act of the 43rd Legislature of the State of Texas and subsequent amendments concerning the wage scale and payment of prevailing wages specified. Prevailing wage rates will be established by City of Colleyville for this project. All Bidders must comply with the rules and regulations for the Americans with Disabilities Act of 1990.

Plans, Specifications and Contract documents may be examined without charge at the City of Colleyville Public Works Engineering Office, 100 Main Street, Colleyville, Texas 76034. Copies of such instruments may be obtained from the City of Colleyville Public Works Engineering Office.

Oral, written, or telecopied modifications to bids will not be considered. Modifying or qualifying statements of any kind shall be on a separate sheet and submitted in the same envelope with the bid.

A **MANDATORY pre-bid conference** will convene promptly at 1 PM, March 4, 2014 at the Public Works Offices located in City Hall at 100 Main Street, Colleyville, Texas 76034. The purpose of the pre-bid meeting is for City Staff to explain the requirements relating to the project and to open the floor for questions and answers.

The City reserves the right to reject or accept any or all bids or to enter into negotiations with any bidder. The City reserves the right to waive any alleged breach of technicality.

Questions: During the bidding period, submit questions to the person named below. Questions that result in changes to the specifications will be answered in the writing and copies distributed to bidders of record in the form of an addendum.

Name:	JEREMY HUTT, P.E.
Firm:	CITY OF COLLEYVILLE ENGINEERING DEPARTMENT
Address:	100 MAIN STREET
City, State, ZIP	COLLEYVILLE, TX 76034
Telephone:	817.503.1095
Email:	jhutt@colleyville.com

Any addenda issued during the time allowed for the preparation of bids shall be covered in the bid and, in executing the contract, they shall be come a part thereof. Failure of a Bidder to receive any addendum shall not release the Bidder from any obligations under his bid, provided said addendum was sent by either U. S. Mail to the address furnished by the Bidder for transmittal of U. S. Mail or by telephone facsimile transmission.

In case of a difference in written words and figures on the proposal form, the amount in written words shall govern. Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

CITY OF COLLEYVILLE
JEREMY HUTT, P.E.
CITY ENGINEER

ADVERTISEMENT DATES:

February 23, 2014

March 2, 2014

-End Notice to Bidders-

PROPOSAL AND UNIT PRICE BID FORM

FY2014 STREET RECLAMATION AND MISCELLANEOUS HMAC PROJECT

CITY OF COLLEYVILLE, TEXAS

Date_____

TO: CITY OF COLLEYVILLE
Public Works Department
Engineering Office
100 Main Street
Colleyville, Texas 76034

FOR: FY2014 STREET RECLAMATION AND MISCELLANEOUS HMAC PROJECT

Pursuant to the foregoing "Notice to Bidders" the undersigned bidder, having thoroughly examined the Contract Documents, the site(s) of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of, the work and requirements (including furnishing all necessary superintendence, labor, machinery, equipment, tools and materials), as provided in the Plans, Specifications and Contract Documents and binds himself, upon acceptance of this proposal, to execute a contract and bonds, and to furnish all required guarantees (according to the accompanying forms) and to complete the work within the required time and for the following prices to-wit:

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
1	1 LS	Mobilization and Bonds in accordance with Specification A 4.19; for the sum of: _____ Dollars And _____ cents per lump sum	\$	\$
2	25,000 SY	Asphalt Milling at a depth of two inches(2"); complete in place for the sum of: _____ Dollars And _____ cents per square yard	\$	\$

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
3	25,000 SY	Pulvermix to minimum of twelve inches(12") for entire width of the street, haul away extra materials (as necessary), reclaim and stabilize to a minimum eight inch (8") base with 36 pounds per square yard cement; complete in place for the sum of: _____ Dollars And _____ cents per linear foot	\$	\$
4	25,000 SY	Two inch(2") type "D" HMAC overlay; complete in place for a sum of: _____ Dollars And _____ cents per square yard	\$	\$
5	25,000 SY	Four inch (4") type "B" HMAC overlay; complete in place for sum of: _____ Dollars And _____ cents per square yard	\$	\$
6	30 EA	Vertical adjustment of manhole lids in accordance with Specification B 2.44, including a 4' by 4' concrete pad; complete in place for sum of: _____ Dollars And _____ cents per each	\$	\$
7	30 EA	Vertical adjustment of water valve/cleanout lids in accordance with Specification B 2.44, including a 2' by 2' concrete pad; complete in place for sum of: _____ Dollars	\$	\$

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
8	10,000 SY	Installation of paving fabric (Petro-Mat) to include tack coat material and labor; complete in place for sum of: _____ Dollars And _____ cents per square yard	\$	\$
9	10,000 SY	Asphalt Milling at a depth of two inches(2")(work orders less than 100 SY); complete in place for the sum of: _____ Dollars And _____ cents per square yard	\$	\$
10	10,000 SY	Two inch(2") type "D" HMAC overlay(work orders less than 100 SY); complete in place for a sum of: _____ Dollars And _____ cents per square yard	\$	\$
11	10,000 SY	Four inch (4") type "B" HMAC overlay(work orders less than 100 SY); complete in place for sum of: _____ Dollars And _____ cents per square yard	\$	\$
12	5,000 SY	Base failure repairs, in accordance with Specification B2.54; complete in place for the sum of: _____ Dollars And _____ cents per square yard	\$	\$
OPTIONAL ITEMS/SERVICES				
13	LS	Construction Contingency	\$50,000	\$50,000
Grand Total				\$ _____

The undersigned Bidder hereby declares that he has visited the site(s) of work and has carefully examined the Contract Documents pertaining to the work covered by this bid. The Bidder further agrees to execute and file with the City a contract and bonds on the forms provided within ten (10) days after receipt of written notification of award of the contract.

Work Orders will be issued with project locations and type of work to be performed with a set timeframe, dependent on the size of the work order. Work orders will have a minimum of \$1,000 dollars of work and will be issued at a minimum of one per month until all work has been performed or the contract expires (365 consecutive calendar days).

The contractor will be responsible for signing and electronically returning each executed work order. The contractor will have to be able to respond within three calendar days to any work order that is issued.

Enclosed with this proposal is a Certified Check for _____dollars (\$_____) or a Proposal Bond in the amount of five (5%) percent of the total bid, which it is agreed shall be collected and retained by the City as liquidated damages (for delay and additional work caused thereby) in the event that this Proposal is accepted by the City within ninety (90) days after the bids are received and the undersigned fails to execute the contract and required bonds for the City within ten (10) days after the Proposal is accepted and the Contract awarded by the City. Otherwise, said check or bond shall be returned to the undersigned upon request.

Signed:_____

Company:_____

Address:_____

SEAL
(If Corporation)

Telephone:_____

Fax:_____

Federal ID Number:_____

The undersigned bidder acknowledges receipt of the following Addenda: (If none is received, then write NONE across the blanks.)

Addendum No. 1 Date Received:_____ By:_____

Addendum No. 2 Date Received:_____ By:_____

Addendum No. 3 Date Received:_____ By:_____

CITY OF COLLEYVILLE

CONTRACT AGREEMENT

STATE OF TEXAS §
 § KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

THIS AGREEMENT, made and entered into this ____day of _____, 2014, by and between CITY OF COLLEYVILLE, (hereinafter referred to as "CITY" and _____ (hereinafter referred to as "CONTRACTOR"). In consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the CITY, and under the conditions expressed in the bond bearing even date herewith, the said CONTRACTOR, hereby agrees with the CITY to commence and complete the construction of certain improvements described as follows:

**FY2014 STREET RECLAMATION AND MISCELLANEOUS HMAC PROJECT
IN CITY OF COLLEYVILLE, TEXAS**

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated the Proposal attached hereto, and in accordance with the Notice to Bidders and General Conditions of Agreement, Plans and other drawings (including or written explanatory matter thereof), and the Specifications and addenda thereof, as prepared by The City of Colleyville Public Works Department herein entitled the ENGINEER, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, and the Performance and payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The Contractor hereby represents and covenants that neither it nor any of its employees or representatives, has or shall have, directly or indirectly, any agreement or arrangement with any party that would constitute a conflict of interest in regard to the work being performed by the City during the terms of this agreement. Contractor will inform the City of other assignments undertaken on behalf of neighboring communities or governmental agencies that may constitute a conflict of interest.

The Contractor agrees City of Colleyville will not be held liable for any personal or real property damages occurring from acts of agents during the tenure of said agreement.

The City agrees, to the extent provided by the laws and constitution of the State of Texas without establishment of a sinking fund, to indemnify and save Contractor harmless from any and against all losses, claims, demands, damages, and causes of action directly resulting from the negligent acts or omissions of the City, its officers, agents, employees, or subcontractors.

Contractor agrees to indemnify and save City harmless from and against all losses, claims, demands, damages, and causes of action resulting from the negligent acts or omissions of the oblige, or otherwise reduce any other rights or obligations of indemnity which would otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any part or persons described in this paragraph.

Notwithstanding any of the above, the City shall not be liable for any indirect, remote, or consequential damages.

City of Colleyville may terminate this contract at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents, and other materials, should be at the option of the City to become its property. If the contract is terminated as provided herein, the Contractor fee would be paid in an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of the Contractor covered by this contract.

The Contractor represents that it has or will secure at its own expense all personnel required to perform the services covered by this contract.

It is agreed that City of Colleyville will provide all necessary project information, to include Standard Construction Details.

All materials prepared by the Contractor shall become the property of the City. The City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract.

Work Orders will be issued with project locations and type of work to be performed with a set timeframe, dependent on the size of the work order. Work orders will have a minimum of \$1,000 dollars of work and will be issued at a minimum of one per month until all work has been performed or the contract expires (365 consecutive calendar days).

The contractor will be responsible for signing and electronically returning each executed work order. The contractor will have to be able to respond within three calendar days to any work order that is issued.

Contractor certifies that the firm is an independent contractor, and none of its contractors, employees, agents, or independent workmen shall be deemed an employee of City of Colleyville for any purpose whatsoever.

The CITY agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the Contract.

This agreement consists of this document, upon which the parties have affixed their signatures, and those documents specifically incorporated herein by reference. This agreement as so constituted is the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other previous statement, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and date above written.

CITY OF COLLEYVILLE

Party of the First Part
(City)

By: _____

ATTEST:

By Authority of City Council

Party of the Second Part
(Contractor)

By: _____
Print or Type Name

Title: _____
(President/Vice President)

ATTEST:

Corporation Secretary

Print or Type Name

PERFORMANCE BOND

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL PERSONS BY THESE PRESENTS: That _____ of the City of _____, County of _____, and State of Texas, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto CITY OF COLLEYVILLE (City), in the penal sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the City, dated the _____ day of _____, 2014 to construct:

FY2014 STREET RECLAMATION AND MISCELLANEOUS HMAC PROJECT IN CITY OF COLLEYVILLE, TEXAS

which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect:

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of (Article 5160 for Public Work) (Article 5472d for Private Work)* of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter or Article to the same extent as if it were copied at length herein."

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition of the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

*Not applicable for federal work. See "The Miller Act," 40 U.S.C. S270.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2014.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is:

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PAYMENT BOND

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL PERSONS BY THESE PRESENTS: That _____ of the City of _____, County of _____, and State of Texas, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto CITY OF COLLEYVILLE (City), in the penal sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the City, dated the _____ day of _____, 2014 to construct:

FY2014 STREET RECLAMATION AND MISCELLANEOUS HMAC PROJECT IN CITY OF COLLEYVILLE, TEXAS

which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be voided; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2014.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is:

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, whose address is _____, as PRINCIPAL, and _____ whose address is _____ a CORPORATION organized and existing under the laws of the State of Texas, and fully authorized to transact business in the State of Texas, as Sureties, do hereby expressly acknowledge ourselves to be held and bound to pay unto City of Colleyville, hereinafter called CITY, the sum of _____ (\$_____) which is ten per cent (10%) of said contract amount in lawful money of the United States, for the payment of which sum will and truly to be made unto said City of Colleyville, and its successors, said PRINCIPAL AND SURETIES do hereby bind ourselves, our heirs, executors, administrators, their assigns and successors, jointly and severally, firmly by these presents. This bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decreases the sum of this Bond.

THIS obligation is conditioned, however, that whereas said _____ has this _____ day of _____, 2014, entered into a written Contract with the said CITY for _____ in City of Colleyville, which Contract and the Plans and Specifications therein mentioned adopted by the CITY, are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, said Contract was entered into pursuant to the requirements of the CITY, and

WHEREAS, in said Contract, CONTRACTOR binds itself to use of materials and methods of construction such that all improvements including but not limited to the construction of _____ will be initially completed free of perceptible defects and will remain in good repair and condition and free of perceptible defects for and during the period of two (2) years after the date of acceptance of the completed improvements by the CITY, and

WHEREAS, said CONTRACTOR binds itself to construct said improvements in such a manner and obtain inspection approvals in proper sequence as are required to obtain acceptance by the CITY and to repair or reconstruct the said improvements in whole or in part at any time within said two (2) years period to such an extent as the CITY deems necessary to properly correct all defects except those which have been caused by circumstances and conditions occurring after the time of construction over which the CONTRACTOR had no control and which are other than those arising from defect of construction by the CONTRACTOR; and,

WHEREAS, after the acceptance of the improvements by the CITY, said CONTRACTOR binds itself, upon receiving notice from the CITY of the need thereof to repair or reconstruct said improvements and if the CONTRACTOR fails to make the necessary corrections, within ten (10) days after being notified, the CITY may do or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred.

WHEREAS, under the Plans and Specifications, and Contract, it is provided that the CONTRACTOR will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work, or labor performed by said CONTRACTOR; and in case the said CONTRACTOR shall fail to do so, within ten (10) days after being notified, it is agreed that the CITY may do said work and supply such materials, and charge to same against the said CONTRACTOR, AND SURETIES, on this obligation, and said CONTRACTOR AND SURETIES hereon shall be subject to the liquidated damages mentioned in said contract.

NOW THEREFORE, if the said CONTRACTOR, shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by the said CONTRACTOR in the performance of his contract to so maintain and repair said work, then these presents shall have full force and effect, and said CITY shall have and recover from said CONTRACTOR and SURETIES damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the PRINCIPAL and SURETIES hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner - affected from any cause during said time.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, exclusive venue shall lie in City of Colleyville, State of Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the term of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

This Bond complies with the provisions of Article 5160 of Vernon's Annotated Civil Statutes, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident agent in City of Colleyville to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of TEXAS.

IN WITNESS WHEREOF, the said _____ has caused these presents to be executed by them; and the said _____ has caused these presents to be executed by its ATTORNEY-IN-FACT _____ and the said ATTORNEY-IN- FACT _____ has hereunto set his hand this the _____ day of _____, 2014.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2014.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is:

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II. LINE ITEM DESCRIPTIONS

Part II – Line Item Descriptions

FOR: FY2014 STREET RECLAMATION AND MISCELLANEOUS HMAC PROJECT

Line Item 1: Mobilization and Bonds in accordance with Specification A-4.19. Refer to the City of Colleyville Infrastructure Construction Provisions and Details for additional information.

Line Item 2: Asphalt milling at a depth of two inches (2"). The Contractor may remove asphalt by milling machine or any other safe method that preserves integrity of adjoining curbs and property. Repair or replacement of property damaged by the contractor will be at the contractor's expense. All materials removed shall remain the property of the contractor. The Contractor shall also be responsible for maintaining all resident's driveways in a passable manner during the construction.

Line Item 3: Pulvermix to a minimum of twelve inches (12") for entire width of the street, haul away extra materials (as necessary), reclaim and stabilize to a minimum eight inch (8") base with 36 pounds per square yard cement. The City of Colleyville will have the soil and density testing performed by a certified geotechnical lab if determine that it is needed. Cost of initial tests will be paid for by the City of Colleyville. Retesting, as a result of a failed initial test, shall be the responsibility of the contractor at the contractor's expense.

Line Item 4: Two inch (2") type "D" HMAC overlay. The Contractor shall be responsible for furnishing all labor, materials and equipment necessary for the installation of 2" hot mix asphalt pavement. The Contractor shall conform to the Specification B-1.10. Refer to the City of Colleyville Infrastructure Construction Provisions and Details for additional information.

Line Item 5: Four inch (4") type "B" HMAC overlay. The Contractor shall be responsible for furnishing all labor, materials and equipment necessary for the installation of 4" hot mix asphalt pavement. The Contractor shall conform to the Specification B-1.10. Refer to the City of Colleyville Infrastructure Construction Provisions and Details for additional information.

Line Item 6: Vertical adjustment of manhole lids in accordance with Specification B 2.44. Refer to the City of Colleyville Infrastructure Construction Provisions and Details for additional information.

Line Item 7: Vertical adjustment of water valve/cleanout lids in accordance with Specification B 2.44. Refer to the City of Colleyville Infrastructure Construction Provisions and Details for additional information.

Line Item 8: Paving fabric shall be Skaps GC140, Petro-mat 4598 or approved equal. Contractor to follow manufactures installation procedure. Cost of fabric and tack coat materials and labor necessary to install paving fabric shall be subsidiary to Type "D" HMAC pavement items in the contract, unless a separate item is included in the PROPOSAL.

Line Item 9: *This line item is identical to Line Item 2 with the exception that the quantity included in the work order will be less than 100 square yards.* Asphalt milling at a depth of two inches (2"). The Contractor may remove asphalt by milling machine or any other safe method that

preserves integrity of adjoining curbs and property. Repair or replacement of property damaged by the contractor will be at the contractor's expense. All materials removed shall remain the property of the contractor. The Contractor shall also be responsible for maintaining all resident's driveways in a passable manner during the construction.

Line Item 10: *This line item is identical to Line Item 4 with the exception that the quantity included in the work order will be less than 100 square yards.* Two inch (2") type "D" HMAC overlay. The Contractor shall be responsible for furnishing all labor, materials and equipment necessary for the installation of 2" hot mix asphalt pavement. The Contractor shall conform to the Specification B-1.10. Refer to the City of Colleyville Infrastructure Construction Provisions and Details for additional information.

Line Item 11: *This line item is identical to Line Item 5 with the exception that the quantity included in the work order will be less than 100 square yards.* Four inch (4") type "B" HMAC overlay. The Contractor shall be responsible for furnishing all labor, materials and equipment necessary for the installation of 4" hot mix asphalt pavement. The Contractor shall conform to the Specification B-1.10. Refer to the City of Colleyville Infrastructure Construction Provisions and Details for additional information.

Line Item 12: The Contractor shall conform to the Specification B 2.54. Refer to the City of Colleyville Infrastructure Construction Provisions and Details for additional information.

Line Item 13: Construction Contingency. This item is a miscellaneous amount to be used at the discretion of the Owner for additional work outside of the scope of this contract. This item will be controlled by the Owner and will only be used if the Owner chooses. The contractor has no rights or guarantee to the use of this line item.

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III. SUPPLEMENTARY CONDITIONS

Part III – Supplementary Conditions

FOR: FY2014 STREET RECLAMATION AND MISCELLANEOUS HMAC PROJECT

Work Orders

All work orders will be issued by the City of Colleyville. At least one work order will be issued each month. There is not a minimum amount work orders that can be issued in a month however timeframes will be adjusted accordingly to reflect the amount of work requested. The minimum amount of work to be included in a single work order will be in an amount not less than \$1,000. The contractor is expected to begin work specified in the work order within three (3) days of receiving the work order if practical. The work order will clearly specify a timeframe for the work to be completed that is included in the work order. If the timeframe is not sufficient for the contractor the contractor must notify the City in writing with an explanation and a preferred timeframe for consideration. The City reserves the right to establish the final timeframe for all work orders.

Notification

The Contractor will be responsible for notifying citizens forty-eight (48) hours prior to immediate construction in their neighborhoods. A standard letter template will be provided to the contractor by the City.

Construction Staking

The contractor is responsible for construction staking of this project. The owner will provide control for the contractor.

Contract Term and Renewal

This contract shall be for a period of one (1) year or 365 calendar days beginning on the date specified in the Notice to Proceed. City and Contractor may, upon mutual written consent, extend the contract for four (4) additional one-year periods after the initial term. Contractor shall present a written request no later than ninety (90) days prior to the expiration of the contract indicating interest in extending the contract for an additional term. Contractor may request a price increase in the written request at a rate not to exceed the effective percentage change in the consumer price index (CPI-U) for the previous twelve (12) months.

At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. The City will accept price reductions at any time during the contract period.

If agreement cannot be reached or the City does not desire to extend the contract for an additional term, the contract will be terminated at the end of the current contract period.

PROPOSAL AND UNIT PRICE BID FORM

FY2014 STREET RECLAMATION AND MISCELLANEOUS HMAC PROJECT

CITY OF COLLEYVILLE, TEXAS

Date 3/11/14

TO: CITY OF COLLEYVILLE
Public Works Department
Engineering Office
100 Main Street
Colleyville, Texas 76034

FOR: FY2014 STREET RECLAMATION AND MISCELLANEOUS HMAC PROJECT

Pursuant to the foregoing "Notice to Bidders" the undersigned bidder, having thoroughly examined the Contract Documents, the site(s) of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of, the work and requirements (including furnishing all necessary superintendence, labor, machinery, equipment, tools and materials), as provided in the Plans, Specifications and Contract Documents and binds himself, upon acceptance of this proposal, to execute a contract and bonds, and to furnish all required guarantees (according to the accompanying forms) and to complete the work within the required time and for the following prices to-wit:

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
1	1 LS	Mobilization and Bonds in accordance with Specification A 4.19; for the sum of: <u>Sixty-Five Thousand</u> Dollars And <u>10</u> cents per lump sum	\$ <u>65,000⁰⁰</u>	\$ <u>65,000⁰⁰</u>
2	25,000 SY	Asphalt Milling at a depth of two inches(2"); complete in place for the sum of: <u>Two</u> Dollars And <u>THIRTY-Six</u> cents per square yard	\$ <u>2³⁶</u>	\$ <u>59,000⁰⁰</u>

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
3	25,000 SY	Pulvermix to minimum of twelve inches(12") for entire width of the street, haul away extra materials (as necessary), reclaim and stabilize to a minimum eight inch (8") base with 36 pounds per square yard cement; complete in place for the sum of: <u>EIGHT</u> Dollars And <u>NINETY</u> cents per linear foot	\$ <u>8⁹⁰</u>	\$ <u>222,500⁰⁰</u>
4	25,000 SY	Two inch(2") type "D" HMAC overlay; complete in place for a sum of: <u>TEN</u> Dollars And <u>Forty-Six</u> cents per square yard	\$ <u>10⁴⁶</u>	\$ <u>261,500⁰⁰</u>
5	25,000 SY	Four inch (4") type "B" HMAC overlay; complete in place for sum of: <u>TWENTY</u> Dollars And <u>EIGHTEEN</u> cents per square yard	\$ <u>20¹⁸</u>	\$ <u>509,500⁰⁰</u>
6	30 EA	Vertical adjustment of manhole lids in accordance with Specification B 2.44, including a 4' by 4' concrete pad; complete in place for sum of: <u>FIVE HUNDRED EIGHTY-FIVE</u> Dollars And <u>NO</u> cents per each	\$ <u>585⁰⁰</u>	\$ <u>17,550⁰⁰</u>
7	30 EA	Vertical adjustment of water valve/cleanout lids in accordance with Specification B 2.44, including a 2' by 2' concrete pad; complete in place for sum of: <u>THREE HUNDRED FIFTY</u> Dollars <u>40 CENTS</u>	\$ <u>350⁰⁰</u>	\$ <u>10,500⁰⁰</u>

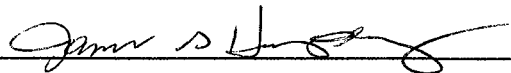
Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
8	10,000 SY	Installation of paving fabric (Petro-Mat) to include tack coat material and labor; complete in place for sum of: _____ <u>FIVE</u> _____ Dollars And _____ <u>EIGHTY</u> _____ cents per square yard	\$ <u>5⁸⁰</u>	\$ <u>58,000⁰⁰</u>
9	10,000 SY	Asphalt Milling at a depth of two inches(2")(<i>work orders less than 100 SY</i>); complete in place for the sum of: _____ <u>FIFTEEN</u> _____ Dollars And _____ <u>TWENTY-FIVE</u> _____ cents per square yard	\$ <u>15²⁵</u>	\$ <u>152,500⁰⁰</u>
10	10,000 SY	Two inch(2") type "D" HMAC overlay(<i>work orders less than 100 SY</i>); complete in place for a sum of: _____ <u>FOURTEEN</u> _____ Dollars And _____ <u>SEVENTEEN</u> _____ cents per square yard	\$ <u>14¹⁷</u>	\$ <u>141,700⁰⁰</u>
11	10,000 SY	Four inch (4") type "B" HMAC overlay(<i>work orders less than 100 SY</i>); complete in place for sum of: _____ <u>TWENTY-ONE</u> _____ Dollars And _____ <u>NINETY-FOUR</u> _____ cents per square yard	\$ <u>21⁹⁴</u>	\$ <u>219,400⁰⁰</u>
12	5,000 SY	Base failure repairs, in accordance with Specification B2.54; complete in place for the sum of: _____ <u>FORTY-ONE</u> _____ Dollars And _____ <u>NO</u> _____ cents per square yard	\$ <u>41⁰⁰</u>	\$ <u>205,000⁰⁰</u>
OPTIONAL ITEMS/SERVICES				
13	LS	Construction Contingency	\$50,000	\$50,000
Grand Total				\$ <u>1,967,150⁰⁰</u>

The undersigned Bidder hereby declares that he has visited the site(s) of work and has carefully examined the Contract Documents pertaining to the work covered by this bid. The Bidder further agrees to execute and file with the City a contract and bonds on the forms provided within ten (10) days after receipt of written notification of award of the contract.

Work Orders will be issued with project locations and type of work to be performed with a set timeframe, dependent on the size of the work order. Work orders will have a minimum of \$1,000 dollars of work and will be issued at a minimum of one per month until all work has been performed or the contract expires (365 consecutive calendar days).

The contractor will be responsible for signing and electronically returning each executed work order. The contractor will have to be able to respond within three calendar days to any work order that is issued.

Enclosed with this proposal is a Certified Check for _____ dollars (\$ _____) or a Proposal Bond in the amount of five (5%) percent of the total bid, which it is agreed shall be collected and retained by the City as liquidated damages (for delay and additional work caused thereby) in the event that this Proposal is accepted by the City within ninety (90) days after the bids are received and the undersigned fails to execute the contract and required bonds for the City within ten (10) days after the Proposal is accepted and the Contract awarded by the City. Otherwise, said check or bond shall be returned to the undersigned upon request.

Signed: 

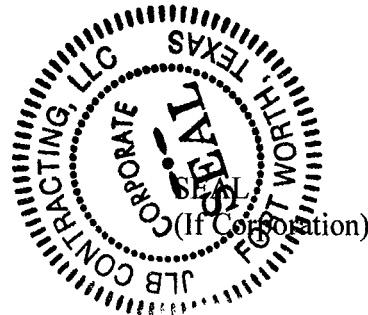
Company: **JLB CONTRACTING, LLC**

Address: _____
P.O. BOX 24131
FORT WORTH, TX 76124

Telephone: 817 261-2991

Fax: 817 - 261 - 3044

Federal ID Number: 75-1095121



The undersigned bidder acknowledges receipt of the following Addenda: (If none is received, then write NONE across the blanks.)

Addendum No. 1 Date Received: NONE

By: _____

Addendum No. 2 Date Received: NONE

By: _____

Addendum No. 3 Date Received: NONE

By: _____



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a

Agenda Date 03/18/2014

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

Update

At the direction of City Council, staff reviewed building permits and located ten existing non-residential carports (see "Existing Non-Residential Carports"). The list is not comprehensive since some carports are rolled into the building permit for the primary structure. Carports that were not found by separate building permit were located by windshield survey.

City Council also asked staff to examine size restrictions and provide examples of how existing non-residential carports compare to the building footprints for the corresponding primary structures (see "Existing Carport Exhibits" attachment).

The previously proposed ordinance would allow a maximum square footage of 600 square feet. Based on the direction given by City Council and additional research into other city's ordinances, staff recommends adopting the six (6) space maximum size criteria used by the City of Southlake. Southlake uses the following size requirement:

Section 45.11, 1.b Maximum Number of Spaces and Size - The maximum number of spaces that may be covered by a carport shall not exceed six (6) spaces. However, where a carport is not visible from a public right-of-way or from a single-family residential property, the Planning and Zoning Commission may recommend, and the City Council may approve, an increase in the number of spaces allowed in a carport.

Using six spaces as the size criteria, a review of the existing carports using all other requirements in the proposed ordinance (see "Existing Non-Residential Carports" attachment) determined that five out of the ten existing carports would require a Special Use Permit.

Based on this analysis, staff recommends approval of the proposed ordinance using six spaces as the size criteria. Existing non-conforming, non-residential carports will be grandfathered, and will not be required to comply with the requirements of this ordinance unless significant enough changes are made to trigger the new standards.

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 (see "Non-Residential Carport Survey" attachment).

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 approximately four 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 paverstone. 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 paverstone."

(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. Existing Non-Residential Carports
3. Existing Carport Exhibits
4. Non-Residential Carport Survey
5. 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, 3/18/2014)

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:* The maximum number of spaces that may be covered by a carport shall not exceed six (6) spaces. However, where a carport is not visible from a public right-of-way or from single-family residential property, the Planning and Zoning Commission may recommend and the City Council may approve an increase in the number of spaces allowed in a carport.

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.

Existing Non-Residential Carports

Carport Location	Description	Materials	Roof Pitch	Would it meet proposed ordinance? (6 spaces max.)
6209 Colleyville Blvd. Rear Yard	18'x70'=1260 SF 11% of PS 8 spaces 235 Ft to front	Shade structure - metal poles & fabric roof	Less than 4:12	No: size, roof pitch, & material requirements are not met
6221 Colleyville Blvd. Side Yard	18'x50'=900 SF 11% of PS 6 spaces 320 Ft to front	Shade structure – metal poles & fabric roof	Less than 4:12	No: roof pitch & material requirements are not met
6225 Colleyville Blvd. Rear Yard	20'x64'=1280 SF 19% of PS 6 spaces 180 Ft to front	Brick columns with shingle roof	Consistent with primary structure	Yes
51 Village Lane Rear Yard	18'x75'=1350 SF 25% of PS 7 spaces 60 Ft to front	Wood posts with metal roof	Less than 4:12	No: size, roof pitch, & material requirements are not met
4601 Colleyville Blvd. Side Yard	18'x50'=900 SF 17% of PS 4 spaces 130 Ft to front	Brick columns with shingle roof	Consistent with primary structure	Yes
4603 Colleyville Blvd. Side Yard	18'x50'=900 SF 17% of PS 4 spaces 130 Ft to front	Brick columns with shingle roof	Consistent with primary structure	Yes
4005 Gateway Dr. Rear Yard	18'x70'=1260 SF 33% of PS 8 spaces 175 Ft to front	Shade structure – metal poles & fabric roof	Less than 4:12	No: size, roof pitch, & material requirements are not met
4113 Gateway Ct. Rear Yard	20'x40'=800 SF 16% of PS 4 spaces 167 Ft to front	Brick columns with shingle roof	Consistent with primary structure	Yes
1132 Glade Rd. Rear Yard	20'x90'=1800 SF 22% of PS 10 spaces 125 Ft to front	Brick columns with shingle roof	Consistent with primary structure	No: size requirement is not met
1312 Glade Rd. Rear Yard	20'x65'=1300 SF 22% of PS 6 spaces 225 Ft to front	Brick columns with shingle roof	Consistent with primary structure	Yes

Existing Carport Exhibits



6209, 6221 & 6225 Colleyville Blvd.

Existing Carport Exhibits



6209 Colleyville Blvd.

Existing Carport Exhibits



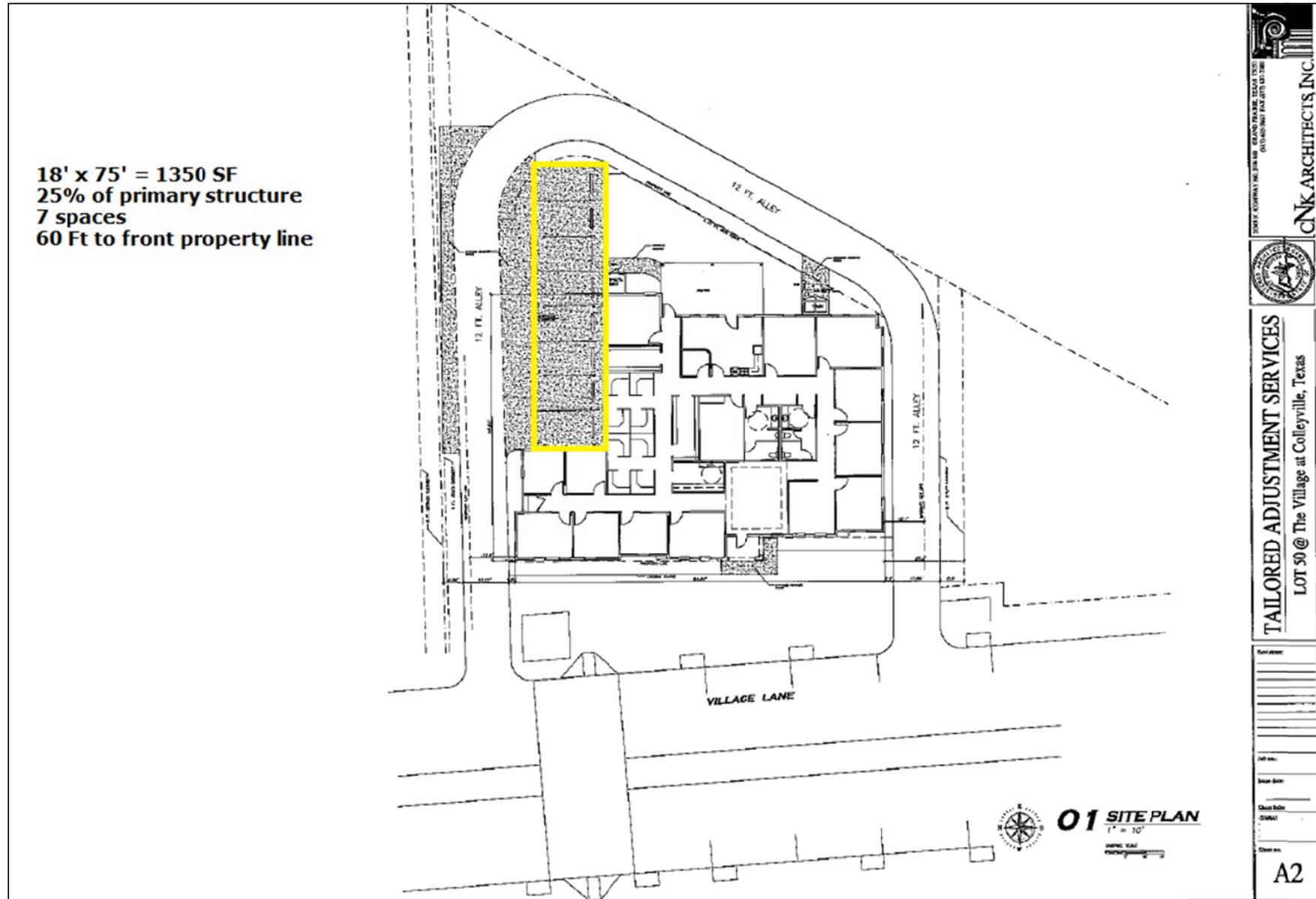
6221 Colleyville Blvd.

Existing Carport Exhibits



6225 Colleville Blvd.

Existing Carport Exhibits



Existing Carport Exhibits



51 Village Lane

Existing Carport Exhibits



4601 & 4603 Colleyville Blvd.

Existing Carport Exhibits



4601 Colleyville Blvd.

Existing Carport Exhibits



4603 Colleyville Blvd.

Existing Carport Exhibits



4005 Gateway Dr.

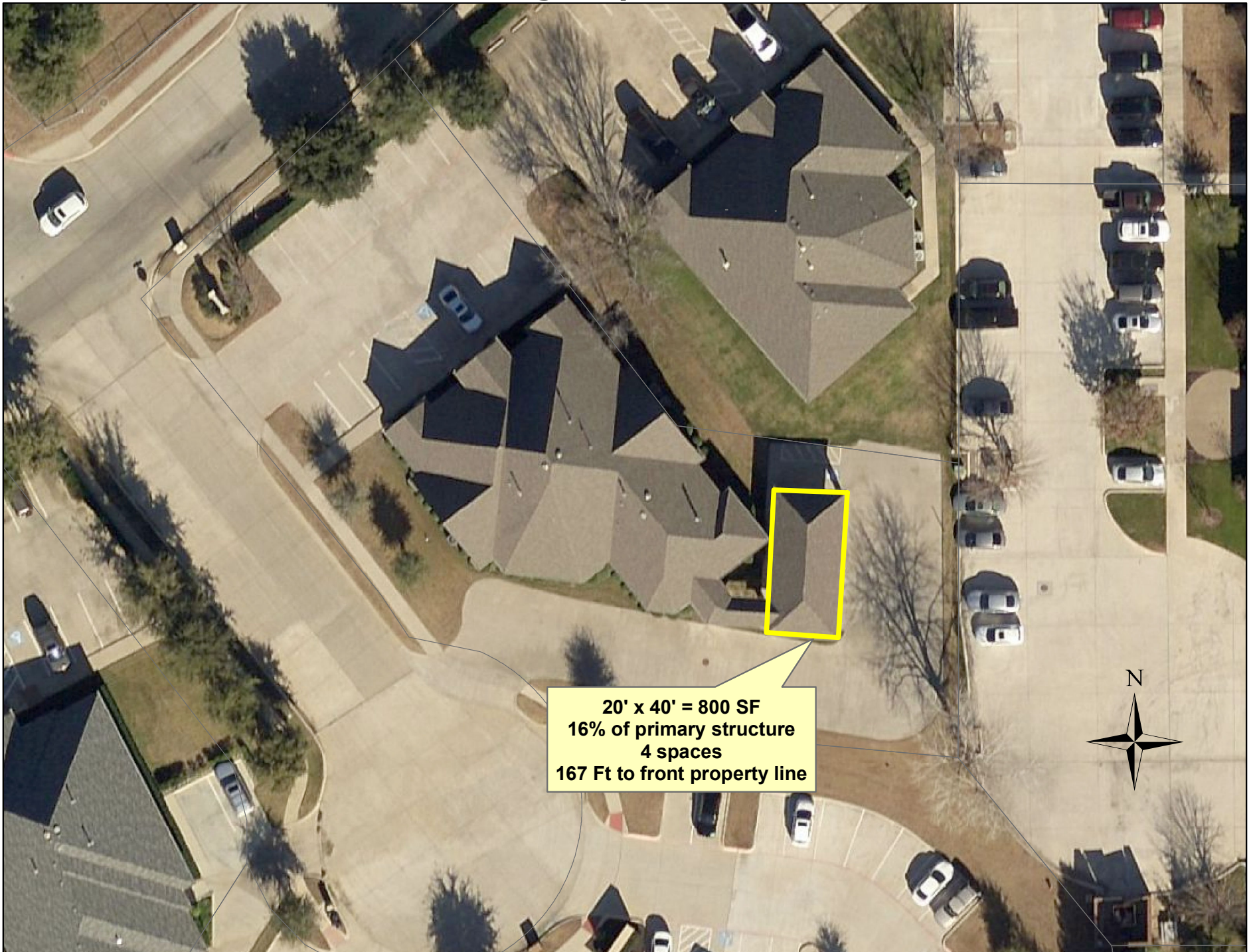
Existing Carport Exhibits



4005 Gateway Dr.

4005 Gateway Dr.

Existing Carport Exhibits

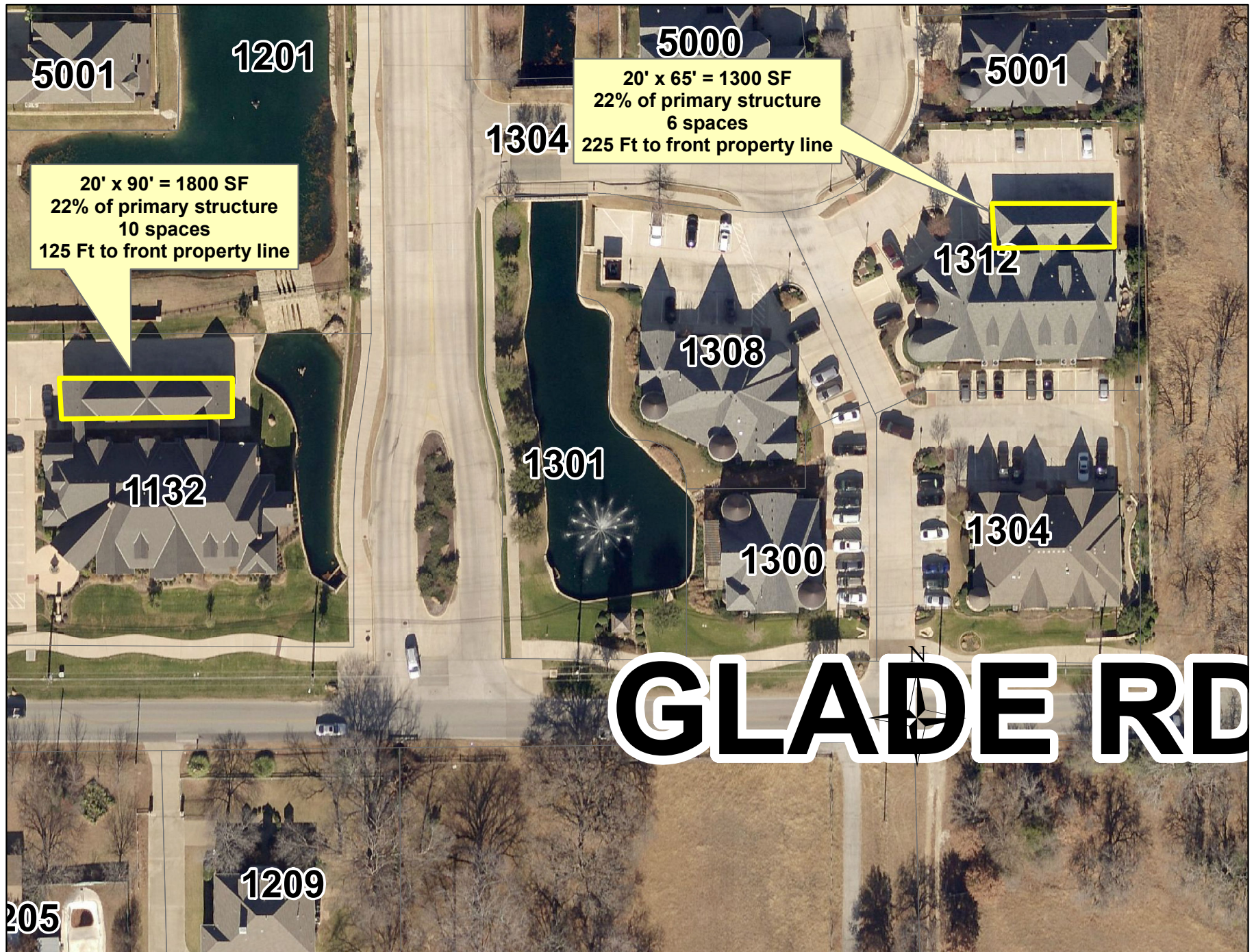


Existing Carport Exhibits



4113 Gateway Ct.

Existing Carport Exhibits



Existing Carport Exhibits



Existing Carport Exhibits



1312 Glade Road

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”

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"

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"

- 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, 03/18/2014)

- 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

Exhibit “A”

of this section, then the amended Site Plan may be administratively approved by the Director of 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:* The maximum number of spaces that may be covered by a carport shall not exceed six (6) spaces. However, where a carport is not visible from a public right-of-way or from single-family residential property, the Planning and Zoning Commission may recommend and the City Council may approve an increase in the number of spaces allowed in a carport.
 - 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 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 match the 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 6a

Agenda Date 03/18/2014

Number Ordinance O-14-1911

Type Ordinance

Department Public Works

Title

Approval of an amendment to the Code of Ordinances, Part II, Appendix A, Water and Sewer Policy and Procedures Manual, relating to the rates for use of fire hydrant meters

Explanation

First Reading and Public Hearing

Ordinance O-07-1650 established procedures for the use of fire hydrant water meters and rates for water usage when using them. Fire hydrant meters are used primarily by contractors who use large amounts of water in roadway construction. Water is critical for the construction of roads to ensure the moisture content of the soil is at the level necessary to ensure proper compaction and provide the highest quality of subgrade underneath the pavement.

The current rate for fire hydrant meter usage, as established by the ordinance, is set at a minimum of \$60.00 for the first 20,000 gallons, which equates to a rate of \$3.00 per 1,000 gallons. The current rate for in-City water users is established at a minimum rate of \$12.74 per month (0-2,000 gallons), and \$3.85 per month for usage between 2,001 and 20,000 gallons. This equates to a cost of \$82.04 per month for the first 20,000 gallons of water for customers with permanent meters.

As the current rate for fire hydrant meters is lower than the rate for all other City users, staff is recommending the rate be changed as follows:

"The minimum monthly bill for water usage for a fire hydrant meter shall be \$50.00 for the first 2,000 gallons of water used each month, and the tier five rate (over 50,000 gallons of usage) shall be charged for all usage in excess of 2,000 gallons."

This change would result in a cost for users of fire hydrant meters of \$159.62 for the first 20,000 gallons of water used, and based on the current rate schedule, an additional charge of \$6.09 for each additional 1,000 gallons of usage. The \$50.00 base rate charge also covers a handling charge for time incurred by staff to read the meters and clean and maintain them when they are returned.

During calendar year 2013 the number of fire hydrant meters in use, at any given time, ranged from a low of four, to a high of 11; currently 12 meters are in use. If this ordinance is approved, all customers, currently using fire hydrant meters, will be sent

a letter notifying them of this change, and all new users will be notified at the time of application for a fire hydrant meter. This ordinance change, if approved, will become effective on May 1, 2014.

The attached ordinance amends Ordinance O-07-1650 to reflect these changes.

Financial Impact

The proposed ordinance, if approved, would result in an increase of revenues in the water utility account. Based on actual water usage for 2013 and the proposed new rate, there would be an increase in revenues to the Utility Fund of \$ 3,272.45.

Recommendation

Approve

Attachments

1. Ordinance O-07-1650
2. Ordinance O-14-1911

ORDINANCE O-07-1650

AN ORDINANCE AMENDING THE WATER AND SEWER POLICY AND PROCEDURES MANUAL OF THE CITY OF COLLEYVILLE RELATIVE TO FIRE HYDRANT METER USE AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the purpose of the fire hydrant meter is to provide for the temporary use of large volumes of water necessary for utility and street construction; and

WHEREAS, in some cases, the temporary use of the fire hydrant meter has been extended significantly after construction in violation of the letter and spirit of City policy which prohibits the permanent or semi-permanent use of such meters; and

WHEREAS, the City Council reaffirms its policy that fire hydrant meters shall not be used on either a permanent or semi-permanent basis; and

WHEREAS, the City Council desires to revise the City's policy and procedures for the use of fire hydrant meters within the City.

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

Sec. 1. THAT Section 3A of the Water and Sewer Policy and Procedure Manual of the City of Colleyville, Texas, which is "Appendix A" to Chapter 11 of the Colleyville Code, be amended to read as follows:

Rates for fire hydrant meters

The use of fire hydrant meters shall only be used within the Colleyville city limits. The use of the fire hydrant meters shall be limited to a period of no more than ninety (90) cumulative calendar days. Under special conditions, a customer may submit a written request to the Public Works Department for use of a fire hydrant meter for a period longer than ninety (90) cumulative calendar days subject to Public Works Director approval. In considering special condition(s), the Public Works Director shall not consider requests which may relieve a self-created or personal hardship, failure of performance by a contractor, nor for financial reasons. In considering the customer request, the Public Works Director shall solicit the recommendation by the Fire Chief and Fire Marshal in consideration of the request. Further, the Public Works Director shall consider alternative means available to the customer; providing a continued use of the meter if required. If special condition(s) are approved by the Public Works Director, in no case shall the meter be used for more than an additional thirty (30) calendar days. The Public Works Director shall provide a

written ruling within fifteen (15) working days of receipt of the customer's written request.

In the event a request for special condition(s) is denied by the Public Works Director, customer shall, within fourteen (14) calendar days, make written appeal to the City Manager of the Public Works Director's decision. The City Manager shall render a written decision within thirty (30) working days of receipt of the customer's appeal. Such decision by the City Manager shall be final and not appealable to the City Council.

For purposes of this ordinance, written communication shall be considered that deposited with the United States Postal Service for delivery.

The user must submit in writing, the location of where the meter will be used and such meter shall be used exclusively at the location on record with the City. For purposes of this ordinance, the use of a meter shall be allowed cumulatively for only one location within an individual subdivision and or development.

For a period of ninety (90) cumulative calendar days after a meter is returned and read by the City, a user shall not be permitted to check out another meter for use at the same designated location, as defined herein.

The minimum bill for the water usage for a fire hydrant meter is \$60.00 for the first 20,000 gallons of water used.

The customer shall be in possession of and responsible for the meter. The customer will be responsible for bringing the meter to the City Hall or Public Works Service Center by the 20th of the month for reading. The customer is required to use a proper fire hydrant wrench for operation of the fire hydrant. The customer shall be responsible for any damage and repair, as reasonably determined by the City, to the fire hydrant by the use of a temporary water meter.

The customer will be required to provide for any backflow device necessary to meet the current City ordinance for protection of the City's drinking water supply.

The City of Colleyville, Tarrant County and Texas Department of Transportation (TxDOT) shall be exempt from the provisions of this policy.

Sec. 2. THAT this ordinance will become effective immediately upon approval of the City Council.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 18th day of December 2007.

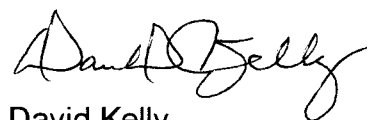
The second reading and public hearing being conducted on the 8th day of January 2008.

ATTEST:



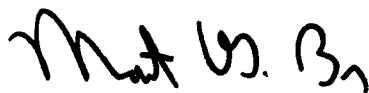
Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:



Matthew C. G. Boyle
City Attorney

ORDINANCE O-14-1911

AMENDING ORDINANCE O-07-1650 RELATING TO THE WATER AND SEWER POLICY AND PROCEDURES MANUAL OF THE CITY OF COLLEYVILLE RELATIVE TO FIRE HYDRANT METER USE AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, in January, 2008, City Council approved Ordinance O-07-1650 amending the Water and Sewer Policy and Procedures Manual of the City of Colleyville relative to fire hydrant meter use; and

WHEREAS, the purpose of the fire hydrant meter is to provide for the temporary use of large volumes of water necessary for utility and street construction; and

WHEREAS, in some cases, the temporary use of the fire hydrant meter has been extended significantly after construction, in violation of the letter and spirit of City policy, which prohibits the permanent or semi-permanent use of such meters; and

WHEREAS, the City Council reaffirms its policy that fire hydrant meters shall not be used on either a permanent or semi-permanent basis; and

WHEREAS the City Council desires to revise the minimum monthly bill for water usage for a fire hydrant meter.

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

Sec. 1. THAT Section 3A of the Water and Sewer Policy and Procedure Manual of the City of Colleyville, Texas, which is "Appendix A" of the Colleyville Code, Rates for fire hydrant meters, be established as Section 3E and be amended to read as follows:

Rates for fire hydrant meters

The use of fire hydrant meters shall only be used within the Colleyville city limits. The use of the fire hydrant meters shall be limited to a period of no more than ninety (90) cumulative calendar days. Under special conditions, a customer may submit a written request to the Public Works Department for use of a fire hydrant meter for a period longer than ninety (90) cumulative calendar days, subject to Public Works Director approval. In considering special condition(s), the Public Works Director shall

not consider requests, which may relieve a self-created or personal hardship, failure of performance by a contractor, nor for financial reasons. In considering the customer request, the Public Works Director shall solicit the recommendation of the Fire Chief and Fire Marshal in consideration of the request. Further, the Public Works Director shall consider alternative means available to the customer; providing a continued use of the meter if required. If special condition(s) are approved by the Public Works Director, in no case shall the meter be used for more than an additional thirty (30) calendar days. The Public Works Director shall provide a written ruling within fifteen (15) working days of receipt of the customer's written request.

In the event a request for special condition(s) is denied by the Public Works Director, customer shall, within fourteen (14) calendar days, make written appeal to the city manager of the Public Works Director's decision. The city manager shall render a written decision within thirty (30) working days of receipt of the customer's appeal. Such decision by the city manager shall be final and not appealable to the City Council.

For purposes of this ordinance, written communication shall be considered communication, which is deposited with the United States Postal Service for delivery.

The user must submit in writing, the location of where the meter will be used and such meter shall be used exclusively at the location on record with the City. For purposes of this ordinance, the use of a meter shall be allowed cumulatively for only one location within an individual subdivision and/or development.

For a period of ninety (90) cumulative calendar days after a meter is returned and read by the City, a user shall not be permitted to check out another meter for use at the same designated location, as defined herein.

The minimum monthly bill for water usage for a fire hydrant meter shall be \$50.00 for the first 2,000 gallons of water used each month and the tier five rate (over 50,000 gallons of usage) shall be charged for all usage in excess of 2,000 gallons. If the

cost of water used during any month is less than \$50.00; the minimum charge for that month shall be \$50.00.

The customer shall be in possession of and responsible for the meter. The customer will be responsible for bringing the meter to the Public Works Service Center by the 20th of each month for reading. The customer is required to use a proper fire hydrant wrench for operation of the fire hydrant. The customer shall be responsible for any damage and repair, as reasonably determined by the City, to the fire hydrant or the fire hydrant meter by the use of a temporary water meter.

The customer will be required to provide for any backflow device necessary to meet the current City ordinance for protection of the City's drinking water supply.

The City of Colleyville, Tarrant County, and Texas Department of Transportation (TxDOT) shall be exempt from the provisions of this policy.

Sec. 2. THAT the effective date of this ordinance shall be May 1, 2014.

AND IT IS SO ORDERED.

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

The second reading and public hearing being conducted on the 1st day of April 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



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7a

Agenda Date 03/18/2014

Number Resolution R-14-3728

Type Resolution

Department City Secretary

Title

Consideration of appointments to the Colleyville Center Advisory Committee

Explanation

Reading and Public Hearing

At the December 17, 2013 City Council meeting, the City Council appointed members to the Colleyville Center Advisory Committee, with terms expiring December 2015. As there were more vacancies than applicants, City Council directed staff to readvertise for the remaining at-large position.

The position was advertised and applications accepted January 15 through February 14, 2014. The applicants are listed below and the applications are attached.

- Judith Goodwin
- Tevon Taylor
- Catherine Torrez

On March 13, 2014, Ms. Leti Carson, at-large member of the Colleyville Center Advisory Committee, advised she must resign her position, in order to serve the Parks and Recreation Advisory Board. As there were three applicants for the vacancy, this item allows for City Council consideration of two appointments to the Colleyville Center Advisory Committee with a term expiring December 2015.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Colleyville Center Advisory Committee roster
2. Colleyville Center Advisory Committee applications for appointment
3. Resolution R-14-3728

Colleyville Center Advisory Committee

At-large

Michael Cunningham

6504 Bordeaux Park
Colleyville, TX 76034
W: (817) 584-1862
H: (817) 788-1163
milecu@gmail.com
TERM: Dec 2012 - Dec 2014

At-large

Sue Anne Martinez

1816 Maplewood Trail
Colleyville, TX 76034
W: (972) 586-1938
H: (817) 525-5342
sueanne.martinez@aviall.com
TERM: Dec 2013 - Dec 2015

At-large

Fred Mills

5400 Linden Court
Colleyville, TX 76034
H: (817) 545-6862
saxmills@verizon.net
TERM: Dec 2013 - Dec 2015

At-large

VACANT

TERM: Dec 2013 - Dec 2015

Arts Council NE

Earlene Garvey

4508 Cresthaven Drive
Colleyville, TX 76034
W: (817) 271-3257
H: (817) 571-1266
Earlene.Garvey@gmail.com
TERM: Dec 2013 - Dec 2015

Colleyville Lions Club

Tom Westerman

308 Oak Valley
Colleyville, TX 76034
W: (817) 300-0881
H: (817) 485-0911
twesterman1@att.net
TERM: Dec 2012 - Dec 2014

At-large

Mark Johnson

4804 Mill Brook Drive
Colleyville, TX 76034
H: (817) 909-0778
markjohnson49@mac.com
TERM: Dec 2013 - Dec 2015

At-large

Louis C. Miller

7802 Tillman Hill Court
Colleyville, TX 76034
W: (817) 994-6180
H: (817) 577-8546
millerlouis@sbcglobal.net
TERM: Dec 2012 - Dec 2014

At-large

VACANT

TERM: Mar 2014 - Dec 2015

At-large

Paul Vigiletti

604 Summertree Court
Colleyville, TX 76034
W: (817) 689-4475
H: (817) 485-7417
paubervig@tx.rr.com
TERM: Dec 2012 - Dec 2014

Colleyville Garden Club

Representative

Julie George

5908 Quality Hill Road
Colleyville, TX 76034
W: (214) 202-4671
H: (817) 577-2627
juliefgeorge@sbcglobal.net
TERM: Dec 2012 - Dec 2014

National Charity League

Irma Villalobos

5108 Apple Valley Drive
Colleyville, TX 76034
W: (817) 846-0499
H: (817) 605-6192
irmavillalobos@me.com
TERM: Dec 2012 - Dec 2014

Colleyville Center Advisory Committee

Colleyville Rotary Club

Mike Bolton

1305 Caldwell Creek Drive

Colleyville, TX 76034

H: (817) 876-0212

dauppaoc@mymts.net

TERM:Dec 2013 - Dec 2015

Colleyville Woman's Club

Darla Dennison

100 Franklin Court

Colleyville, TX 76034

H: (817) 770-8805

TERM:Dec 2013 - Dec 2015



Application for Appointment for City Council Boards, Commissions, and Committees

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130, and on the City's website at: www.colleyville.com/files/Financial%20Disclosure%20form.pdf

Board, Commission, or Committee: (only those with current openings)

1. Colleyville Center Advisory Committee

If you are willing to be considered for another board, commission, or committee, please list below.

2. Click here for drop down menu

3. Click here for drop down menu

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Judith Goodwin

Address: 4001 Allendale St., Colleyville, TX 76034

Home phone: 817-267-8702

Work phone:

By providing an e-mail address, you are consenting to the release of your e-mail address by the City.

E-mail Address: dongoodwin@verizon.net

Fax:

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

Before semi-retirement from a business environment, I had ~ 40 years experience interacting with people. I am able to communicate, negotiate, and act in a professional respectable manner. I have some college credits, and continue to take courses related to my current responsibility as co-owner of Vibration Engineering Services, Inc.

If you find that what I have to offer fits your needs, I would be interested in serving on Colleyville Center Advisory Board.

☐ Check if additional materials are attached. Other information (City/civic service, interests):

☒ I understand attendance and active support is required for each appointee.

☒ I understand I will be required to comply with the Texas Open Meetings Act training.

Signature: *Judith Goodwin*

Date: 1-20-2014

Once positions are appointed, you must reapply for future openings. All information provided is public pursuant to the Texas Public Information Act. If additional information is required, please call 817.503.1130. Please return completed application to the Office of the City Secretary:

Email: cloven@colleyville.com or ashelley@colleyville.com **Fax:** 817.503.1139

Mail: City Secretary, 100 Main Street, Colleyville, TX 76034



Application for Appointment for City Council Boards, Commissions, and Committees

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130, and on the City's website at: www.colleyville.com/files/Financial%20Disclosure%20form.pdf

Board, Commission, or Committee: (only those with current openings)

1. Colleyville Center Advisory Committee

If you are willing to be considered for another board, commission, or committee, please list below.

2. Colleyville Events Steering Committee

3. Click here for drop down menu

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Tevon Taylor

Address: 1113 Garry Lynne Drive

Home phone: 8172519104

Work phone: 8173749292

By providing an e-mail address, you are consenting to the release of your e-mail address by the City.

E-mail Address: aggie_ol_army@hotmail.com

Fax:

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

Over 10 years of experience volunteering on boards in Dallas, Lewisville, and Colleyville including HWY 26 Board, Park and Rec Commission, Community Development, Innovation Committee, etc. Sales and Operations background within retail and site selection.

☐ Check if additional materials are attached. Other information (City/civic service, interests):

☒ I understand attendance and active support is required for each appointee.

☒ I understand I will be required to comply with the Texas Open Meetings Act training.

Signature: *Tevon Taylor*

Date: 2/11/14

Once positions are appointed, you must reapply for future openings. All information provided is public pursuant to the Texas Public Information Act. If additional information is required, please call 817.503.1130. Please return completed application to the Office of the City Secretary:

Email: cloven@colleyville.com or ashelley@colleyville.com **Fax:** 817.503.1139

Mail: City Secretary, 100 Main Street, Colleyville, TX 76034



Application for Appointment for City Council Boards, Commissions, and Committees

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130, and on the City's website at: www.colleyville.com/files/Financial%20Disclosure%20form.pdf

Board, Commission, or Committee: (only those with current openings)

1. Colleyville Events Steering Committee



If you are willing to be considered for another board, commission, or committee, please list below.

2. Traffic Safety Advisory Committee



3. Click here for drop down menu

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Catherine Torrez

Address: 4608 Jim Mitchell Trail East

Home phone: 817-676-7683

Work phone:

By providing an e-mail address, you are consenting to the release of your e-mail address by the City.

E-mail Address: StilettoSpy@yahoo.com

Fax:

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

Former Chief of Police of Cockrell Hill, TX. Have assisted in many event plans throughout my police career. I did all the city event plans in Everman, TX via the D.A.R.E. Program and also a few in White Settlement ISD as the Police Captain. I began the annual Cockrell Hill Fiesta Night (which was a version of National Night Out). I also began the City Christmas Tree Lighting event for the city. I have assisted in the Annual DARE conference Awards banquets and my husband and I are annual volunteers at the Margarita Ball. I have drawn up safety plans for schools and been involved in the training throughout the school district for Lockdown Evacuation plans/drills. I have already attended "Open Meetings Act" training.

☐ Check if additional materials are attached. Other information (City/civic service, interests):

☒ I understand attendance and active support is required for each appointee.

☒ I understand I will be required to comply with the Texas Open Meetings Act training.

Signature: C Torrez

Date: 2/16/14

Once positions are appointed, you must reapply for future openings. All information provided is public pursuant to the Texas Public Information Act. If additional information is required, please call 817.503.1130. Please return completed application to the Office of the City Secretary:

Email: cloven@colleyville.com or ashelley@colleyville.com **Fax:** 817.503.1139

Mail: City Secretary, 100 Main Street, Colleyville, TX 76034



CATHERINE TORREZ, LCC

LEADERSHIP COMMAND COLLEGE – CLASS #42

P. O. Box 1942., Colleyville, TX 76034

cell 817-676-7683

Emergency Planning / Investigations / Security Consulting / Management / Instructor / Public Speaker / Writer

Summary of Qualifications

General Management

Experience with developing and implementing plans, structure, policies and procedures, city ordinances and protocols to ensure the proper administration and financial operations of law enforcement organizations as well as community wellness and operations. Adept at researching avenues for additional revenues and means of budget reduction. Trained and capable of preparing for Critical Incidents (Natural Disaster, Civil Disorder or Terrorism), implementing response and recovery aftermath.

Human Resource Development

Proactive and Results driven management to develop and motivate a Team Leadership style of management that encourages personal growth and development to every level of staff member thus delivering high morale and motivation.

Education

- Graduate – Sam Houston State University – Law Enforcement Management Institute of Texas - LCC in Huntsville, TX – 2003
- Bachelor of Science – 2015 (Estimated)
Rio Salado College in Tempe, AZ
Criminal Justice

Certifications, Licenses & Specialized Training

- Master Peace Officer Certification, Texas Commission on Law Enforcement Officer Standards and Education
- Private Investigator License, Texas Department of Public Safety – Private Security Board
- Police Instructor Certification, Texas Commission on Law Enforcement Officer Standards and Education
- Mental Health Officer Certification, Texas Commission on Law Enforcement Officer Standards and Education
- D.A.R.E. Officer Certification (Elementary, Jr. High & Sr. High certifications), Texas DARE Institute of TX – Southwest Texas State University

- Advanced Incident Command Certification (InCoSit training/NIMS – Bill Blackwood Law Enforcement Management Institute of Texas)
- Civil Disorder Management
- Emergency Response and Preparedness Training, Emergency Management Institute (make request for complete list of certifications)
- Experience in Writing, Training and Implementing School/College Campus/Workplace Emergency Plans and Drills for Weather-related and School Violence or Crisis Incidents.
- Specialized training for Education Professionals with respect to “Prevention and De-escalation of Violent Episodes in the Classroom/Workplace”.
- Texas Certified Investigator

Specialized Skills

Criminal Investigations – Specializing in Crimes Against Children and Juvenile Crimes
 Kinesic Interview Skills - Advanced
 Excellent Public Speaking and Presentation skills
 Public and Police Educator
 Excellent Verbal and Written Communication skills
 Mediation skills
 Major Public Event planning and organization skills
 Mitigation Skills
 Media Relations training and experience
 Intermediate Accident Investigation
 Emergency Planning for School/College Campuses
 Training for Education Professionals in Classroom Safety

Professional Experience

Business Owner / Manager – Ten (10) years
 Management/Leadership/Supervisor – Nine (9) years
 Over Twenty (20) years of Law Enforcement Experience as follows:

White Settlement ISD Police Department **Reserve Police Officer**

October 2010 -Present

Assist the ISD police department with training and as needed on a volunteer basis.

Stiletto Spy & Company Investigations **Owner/Manager/Investigator**

June 2010 -Present

Own and manage a private investigations firm involved in civil and criminal investigations, surveillance, persons & asset searches and a focus on pre-relationship background investigations and Crimes Against Women & Children cases.

Infomart – DCI Technologies
Director of Security

October 2008-May 2009

Manage professional security staff and oversee security systems, emergency management plans and general security related operations for 1.6 million sq. ft., Class – An office environment and data center.

Taurus Investigations
Private Investigator/Contractor/Consultant

May 2008-Present

Security Consultation regarding planning, equipment, implementation & practice drills for schools and workplace institutions. Professional and competent corporate investigations that includes but is not limited to due diligence, employee and financial and background investigations, criminal and civil litigation matters and persons searches.

Cockrell Hill Police Department
Chief of Police

June 2004-May 2008

Was responsible for smaller urban police department located within southwest Dallas (connected to Oak Cliff on the western side) for approximately four years. Overcame economic challenges for the department by:

- reviewing and revising budgeted contracts and expenses to attain higher quality services and goods at lower costs and savings,
- implementing policies and ordinances to procure additional revenue for violators of insurance laws,
- soliciting and attaining donations from area businesses and corporations (over \$80,000),
- applying for and receiving local and federal grant funding for unfunded projects and equipment (approximately \$50,000), and
- working with Municipal judge to receive bartered services from convicted traffic and class C Misdemeanor violators.
- assist in Criminal Investigations – case filing, write warrants, crime scene (documentation, video/photograph, obtain statements, evidence gathering and submissions, fingerprints)
- Evidence Guardian – developed proper evidence logging/storing. Audits of evidence room.

Instituted numerous policies and procedures to reduce liability, protect community and staff, and preserve integrity and ethical police practices. Cockrell Hill's crime statistics were the lowest in Dallas County south of Interstate 30 due to proactive policing and community efforts. Established positive working relationships and alliances with local city departments (fire, courts and public works), area law enforcement agencies (local, county, state and federal), area social services, probation and parole services, and health services. Instituted numerous positive, proactive, community policing programs to build trust with citizens and children:

- Lunch with the Law,
- Coin Program,
- Christmas tree lighting program,
- Annual Cockrell Hill Fiesta Night (drawing nearly 2,000 in 2007),
- Town Talk Meetings,
- Cockrell Hill Pride Award (neighborhood incentive program targeting the “broken windows” effect)
- D.A.R.E. program (taught in three area DISD elementary schools by Chief Smit),

- accepting numerous invitations to speak or do presentations at area church, civic, safety and school events and
- continued annual Christmas Toys for Tots program.

Instituted standardized hiring procedures and practices that were nonexistent with prior administrations.

Improved department morale by:

- fair and equitable practices to acknowledge staff efforts
- fair promotional advancement
- officer and staff development
- Provided necessary equipment, training and leadership for professional police practices.

Warrant Program lead in the area for highest collections by working with municipal judge in extraordinary means of reaching violators. Worked with local departments to develop mitigation and evacuation plans for Cockrell Hill and submit to County Emergency Plan. Join in area critical incident response training scenario with area Law Enforcement agencies.

White Settlement ISD Police Department

August 1999-June 2004

Police Captain

Lead district in all emergency response planning, writing scenario emergency drills, training of all staff, students and police, implementing drills, and readiness procedures. Provided staff training in school/classroom safety issues. Provided community training events. Taught Stop Smoking Clinics and Identity Theft training. Applied for and received Step Grant and implemented policy and procedures. Collaborated in area Campus Improvement Committees. Coordinated 1st Responder training event, Major event emergency plans and weapons qualifications trainings. Lead in investigations including all high profile incidents and child abuse cases. Taught Jr. High DARE program and offered additional classroom topics for all grade levels.

Everman Police Department

April 1991-August 1999

Police Officer

Patrol Duties

Coordinated all major events with School districts and local business and community:

- Santa Cop (providing for approximately 120 needy students annually)
- Duck Race (fund raiser)
- Car Shows
- Circus
- Vial of Life Program

Developed, trained volunteers and coordinated the Citizens Awareness Patrol Program. Worked 2 years in Criminal Investigations Division (focus on Crimes Against Children and Juvenile Crimes). Primary patrol duties and assisted as relief Communications Officer. Instituted Sr. Citizen Visitation program, specialized in Gang Intelligence and provided community training.

Grand Prairie Police Department
Reserve Police Patrol Officer

October 1988-April 1991

Received Reserve Police Officer Award for most volunteer hours in patrol, jail and special event functions.
Assisted task force operations and patrol.

Alpha & Omega Janitorial Service & Minor Maintenance and Repair Service
Business Owner

May 1984-July 1994

Operated full line janitorial service, landscaping service and minor maintenance and repair service throughout the DFW Metroplex as a major competitor in the field for ten years. Provided detailed Bid Proposals following through with service contracts and quality control. Managed marketing, human resources issues and accounting records for all business aspects to included payroll and taxes.

Associations and Affiliations

- Texas Police Chief's Association – 2004-2008
- North Texas Police Chief's Association – 2004-2008
- Texas D.A.R.E. Officers Association – 1992-2008
- Texas D.A.R.E. Officers Association – Board Member (Secretary and Sgt.@ Arms (1999-2004)
- North Dallas Republican Club – Program Chair – 2008-2010
- Campus Improvement Committee – L. O. Donald Elementary, DISD – 2006-07
- Private School Board Member – FWAA 1996-2006
- Church Board Member 2000 – 2006
- Texas Association Licensed Investigators 2011 – 2013
- Texas Association Licensed Investigators, Region 2 Director 2013-2015

Additional History

Republican Candidate for Dallas County Sheriff – March 2008 election

Author/Self Published Book – “Tragedy to Triumph” ‘Discover the secret of gaining victory over abuse’ 1996, “Unburied Treasure” ‘A Guide To Leaving Your Legacy’ Westbow Press 2012
“Unburied Treasure” ‘A guide to leaving your legacy’, Westbow Press, 2011

Public Speaker – various venues on the following topics:

Law Enforcement/Personal Safety

How To Prevent Becoming A Victim Of A Stranger Attack

Gangs

Drugs – Prevention & Recovery

Identity Theft – Prevention & Recovery

Various Youth and Faith-based topics

Parents & Grandparents Legacy

RESOLUTION R-14-3728

**A RESOLUTION APPOINTING MEMBERS TO THE
COLLEYVILLE CENTER ADVISORY COMMITTEE**

WHEREAS, the Colleyville Center Advisory Committee has two (2) at-large positions whose term expires December 2015.

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

Sec. 1. THAT the following are hereby appointed to the Colleyville Center Advisory Committee to serve a term expiring December 2015:

•
•

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _____ AYES, _____ NAYS, AND _____
ABSTENTIONS ON THIS THE 18TH DAY OF MARCH 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 7b

Agenda Date 03/18/2014

Number Resolution R-14-3729

Type Resolution

Department City Secretary

Title

Consideration of appointments to the Colleyville Tree Board

Explanation

Reading and Public Hearing

The Colleyville Tree Board consists of representatives from the Parks and Recreation Advisory Board, the Keep Colleyville Beautiful Committee, and/or the Colleyville Garden Club. Ordinance O-09-1707 (attached) provides the terms of the Colleyville Tree Board members run concurrent with the member's terms on the Parks and Recreation Advisory Board, Keep Colleyville Beautiful Committee, and/or the Colleyville Garden Club.

The term of Kathryn Wheat, Parks and Recreation Advisory Board representative, expired December 2013. On February 17, 2014, the Parks and Recreation Advisory Board recommended the appointment of Ajit Purandare to the Colleyville Tree Board, to serve a term to December 2015, concurrent with his term on the Parks and Recreation Advisory Board.

The terms of Keep Colleyville Beautiful representatives, Moira Brunken, Roger Nelson, and Ginny Tighe expired December 2013. Keep Colleyville Beautiful met February 27, 2014 and recommended the appointments of Brenda Ritz, Nancy Coplen, and Natlie Genco, with a term to expire December 2015.

Colleyville Garden Club President Suzanne Hughes is also the Parks and Recreation Representative; therefore, a separate appointment from the Colleyville Garden Club is not necessary.

This item is provided for City Council to consider appointments to the Colleyville Tree Board.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Ordinance O-09-1707
2. Colleyville Tree Board roster
3. Resolution R-14-3729

ORDINANCE 0-09-1707

AN ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING ORDINANCE 0-98-1130 CREATING THE COLLEYVILLE TREE BOARD; ESTABLISHING RULES AND REGULATIONS FOR THE PLANTING AND MAINTENANCE OF TREES ON PUBLIC LANDS DEDICATED TO AND OWNED BY THE CITY OF COLLEYVILLE

WHEREAS, City of Colleyville Ordinance 0-98-1130 Section 2 authorized the Creation and Establishment of a Colleyville Tree Board and Section 3 outlined the Term of Office; and

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

WHEREAS, the City Council of the City of Colleyville has determined that a revision to Ordinance 0 -98-1130 is in the best interest of the citizens of the City of Colleyville.

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

Sec. 1. THAT Ordinance 0-98-1130, Section 2 - Creation and Establishment of a Colleyville Tree Board is hereby amended to read as follows:

There is hereby created and established a City Tree Board for the City of Colleyville Texas, which shall consist of six (6) members, consisting of three (3) members of the Parks and Recreation Advisory Board, and three (3) members of the Keep Colleyville Beautiful and/or Colleyville Garden Club, who shall be appointed by the City Council. This *Tree* Board shall serve in an advisory capacity to the Colleyville Parks and Recreation Board and through them, to the City Council.

Sec. 2. THAT Ordinance 0-98-1130, Section 3 - Term of Office, is hereby amended to read as follows:

The terms of the Colleyville Tree Board members shall run concurrent with their terms on the Parks and Recreation Advisory Board, Keep Colleyville Beautiful Committee and/or Colleyville Garden Club. In the event that a vacancy shall occur during the term of any member, the successor shall be appointed by the City Council.

Sec. 3. THAT Ordinance 0-98-1130 shall remain in full force and effect, except where amended by this ordinance.

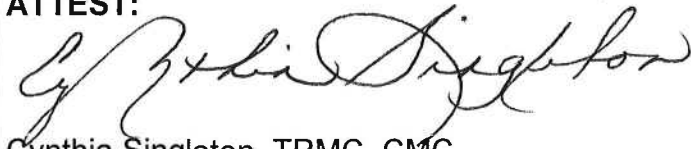
Sec. 4. THAT the effective date of this ordinance shall be immediate upon its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 20th day of January 2009.

The second reading and public hearing being conducted on the 3rd day of February 2009.

ATTEST:



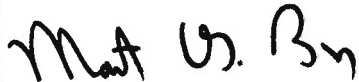
Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:



Matthew C. G. Boyle
City Attorney

Colleyville Tree Board

Keep Colleyville Beautiful

Representative

Moira Brunken

7204 Belle Meade Drive

Colleyville, TX 76034

H: (817) 343-5531

moira@moirasellshomes.com

TERM:Feb 2012 - Dec 2013

Keep Colleyville Beautiful

Representative

Ginny Tigue

4415 Meandering Way

Colleyville, TX 76034

H: (817) 267-5527

gtigue@hotmail.com

TERM:Feb 2012 - Dec 2013

Parks and Recreation

Representative

Carel Tornes

6712 Hillier Court

Colleyville, TX 76034

H: (817) 788-5611

careltornes@gmail.com

TERM:Jan 2013 - Dec 2014

Keep Colleyville Beautiful

Representative

Roger Nelson

4509 Dartmoore Lane

Colleyville, TX 76034

H: (817) 577-1916

roger@railnet.com

TERM:Feb 2012 - Dec 2013

Parks and Recreation

Representative

Suzanne Hughes

901 Hardage Lane

Colleyville, TX 76034

H: (817) 329-0076

suzanne-hughes@tx.rr.com

TERM:Jan 2013 - Dec 2014

Parks and Recreation

Representative

Kathryn Wheat

206 Colden Court

Colleyville, TX 76034

W: (415) 218-4930

H: (682) 214-1786

kwheat@gmail.com

TERM:Feb 2012 - Dec 2013

RESOLUTION R-14-3729

**A RESOLUTION APPOINTING MEMBERS TO THE
COLLEYVILLE TREE BOARD**

WHEREAS, the Colleyville Tree Board consists of representatives from the Parks and Recreation Advisory Board, the Keep Colleyville Beautiful Committee, and/or the Colleyville Garden Club; and

WHEREAS, the Parks and Recreation Advisory Board recommends the appointment of Ajit Purandare; and

WHEREAS, Keep Colleyville Beautiful recommends the appointment of Brenda Ritz, Nancy Coplen, and Natalie Genco.

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

Sec. 1. THAT the Colleyville City Council hereby appoints Ajit Purandare, representing the Parks and Recreation Advisory Board, Brenda Ritz, Nancy Coplen, and Natalie Genco, representing Keep Colleyville Beautiful, to serve a term to December 2015, concurrent with their terms on the Parks and Recreation Advisory Board, and Keep Colleyville Beautiful.

AND IT IS SO RESOLVED.

PASSED BY A VOTE OF _____ AYES, _____ NAYS, AND _____
ABSTENTIONS ON THIS 18TH DAY OF MARCH 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 7c

Agenda Date 03/18/2014

Number Resolution R-14-3730

Type Resolution

Department City Secretary

Title

Consideration of appointments to the Park Land Dedication Committee

Explanation

Reading and Public Hearing

The Park Land Dedication Committee is comprised of two members of the Planning and Zoning Commission and two members of the Parks and Recreation Advisory Board. Ordinance O-91-823, which established the Park Land Dedication Committee, provides that the City Council shall appoint the members of the Park Land Dedication Committee and the terms of the members of the Park Land Dedication Committee shall coincide with their respective terms on the Planning and Zoning Commission or the Parks and Recreation Advisory Board.

Ms. Kathryn Wheat's term, and a vacant term on the Park Land Dedication Committee expired December 2013. On February 17, 2014, the Parks and Recreation Advisory Board recommended the appointment of members Ms. Leti Carson, with a term expiring December 2015, and Ms. Suzanne Hughes, with a term expiring December 2014, to the Park Land Dedication Committee.

This item provides for City Council to consider the appointments to the Park Land Dedication Committee.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Park Land Dedication Committee roster
2. Resolution R-14-3730

Park Land Dedication Committee

Parks and Recreation

Representative

VACANT

TERM:Jul 2013 - Dec 2013

Parks and Recreation

Representative

Kathryn Wheat

206 Colden Court
Colleyville, TX 76034

W: (415) 218-4930

H: (682) 214-1786

kwheat@gmail.com

TERM:Jan 2013 - Dec 2013

Planning and Zoning

Representative

Carel Tornes

6712 Hillier Court
Colleyville, TX 76034

H: (817) 788-5611

careltornes@gmail.com

TERM:Nov 2013 - Sep 2015

Planning and Zoning

Representative

David Wheelwright

5701 Reatta Place
Colleyville, TX 76034

W: (817) 485-5071

H: (817) 875-6082

dwheelwright@me.com

TERM:Nov 2013 - Sep 2014

RESOLUTION R-14-3730

**A RESOLUTION APPOINTING MEMBERS, TO THE
PARK LAND DEDICATION COMMITTEE**

WHEREAS, the Park Land Dedication Committee is comprised of two members of the Parks and Recreation Advisory Board and two members of the Planning and Zoning Commission; and

WHEREAS, the Park Land Dedication Committee member terms coincide with the member's terms on the Parks and Recreation Advisory Board and the Planning and Zoning Commission; and

WHEREAS, the Parks and Recreation Advisory Board recommends the appointment of Leti Carson and Suzanne Hughes to the Park Land Dedication Committee.

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

Sec. 1. THAT the City Council hereby appoints to the Park Land Dedication Committee, Leti Carson, to serve with a term expiring December 2015, and Suzanne Hughes, to serve with a term expiring December 2014.

AND IT IS SO RESOLVED.

PASSED BY A VOTE OF _____ AYES, _____ NAYS, AND _____
ABSTENTIONS ON THIS THE 18TH DAY OF MARCH 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 7d

Agenda Date 03/18/2014

Number Resolution R-14-3731

Type Resolution

Department Police

Title

A resolution authorizing participation in, and acceptance of, non-matching grant funding for the mobile crime scene unit, and designating the city manager as the authorized official

Explanation

Reading and Public Hearing

The Colleyville Police Department is seeking a Justice Assistance Grant from the Criminal Justice Division of the Office of the Governor to fund a Mobile Crime Scene Unit (proposed Resolution R-14-3731). This is a reimbursement grant whereby the City purchases the equipment, and the Criminal Justice Division fully reimburses the City for the entire cost, without requiring any matching funds. After the initial purchase using grant funds, the minimal operating and maintenance costs for this equipment will be funded out of the General Fund budget.

Currently, the Police Department must rely on outside agencies to respond to and process any major crime scenes, which often results in delays. While appreciated, this has resulted in differing degrees of crime scene investigatory consistency. Gaining the ability to timely process major crime scenes will result in an improvement in evidentiary processing and crime scene investigation, and would make for more efficient and concise reporting to the District Attorney's office on all major cases. The addition of the Mobile Crime Scene Unit would also aid in the investigation and the criminal case filing of child abuse, family violence, and sexual assault crimes. Many times, these types of crimes are victim versus suspect, with no independent witnesses. Critical evidence gathered at the scene of the incident can make the difference between solving the crime or not. Not having the capability, as an agency, to process these crime scenes in-house can lead to critical errors in evidence gathering that are not recoverable.

While the City of Colleyville's crime numbers are at historic lows, the loss of one sexual assault, family violence, child abuse, or homicide case, because the agency could not properly investigate the crime scene, makes the acquisition of this equipment critical. Basic fundamental crime scene investigation is critical in all offenses, especially where witness information is flawed or lacking. The Colleyville Police Department is in critical need of this ability. The equipment will be used on all major crime scenes and major incidents that could result in criminal cases being filed. In addition, this equipment could be utilized by any surrounding agencies, should the need arise.

Financial Impact

This is a non-matching grant whereby the City is reimbursed in its entirety for the cost of the equipment. After purchase, there will be minimal operating and maintenance costs that will be paid out of the General Fund budget.

Recommendation

Approve

Attachments

1. Resolution R-14-3731

RESOLUTION R-14-3731

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS AUTHORIZING PARTICIPATION IN, AND ACCEPTANCE OF, NON-MATCHING GRANT FUNDING FOR THE MOBILE CRIME SCENE UNIT, DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Colleyville City Council finds it in the best interest of the citizens of Colleyville, that a Mobile Crime Scene Unit be operated in the Fiscal Year 2015; and

WHEREAS, the Colleyville City Council agrees that in the event of loss or misuse of the Criminal Justice Division funds, the Colleyville City Council assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the Colleyville City Council wishes to designate the city manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

- Sec. 1. THAT the Colleyville City Council authorizes the city manager, as the authorized official, to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Colleyville.
- Sec. 2. THAT the submission of the grant application for the Mobile Crime Unit to the Office of the Governor, Criminal Justice Division, is hereby approved.
- Sec. 3 THAT this resolution shall take effect immediately upon passage.

AND IT IS SO RESOLVED.

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

Grant number: 2795901

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 7e

Agenda Date 03/18/2014

Number Resolution R-14-3732

Type Resolution

Department Community Development

Title

Approval of a preliminary plat on 97 acres of Abstract 685 of the John H. Havens Survey, and Abstract 1734 of the S.C.H. Witten Survey, located in the 4900 block of Heritage Avenue, Case PC13-027

Explanation

Reading and Public Hearing

Bret Pedigo with Terra Manna, LLC, has submitted a request to approve the preliminary plat for Phase Two of Creekside at Colleyville, which includes 228 single family residential lots, 18 open space lots, and 1.9 acres of commercial property at the northwest corner of Heritage Avenue and Cheek-Sparger Road.

Detailed Development Plan for Residential Uses. The Phase Two detailed development plan approved at City Council on December 17, 2013 under Ordinance O-13-1899 (attached) was deemed to satisfy the site plan requirements of Ordinance O-07-1645 Section 4(2)a (attached). A full size copy of the plan will be kept on file in the Community Development Department until the final plat is approved, at which time a copy of the detailed development plan will be kept in the plat file for this development. Upon submittal, the Phase Two final plat shall be consistent with the attached Phase Two detailed development plan.

Zoning and Land Use. A re-zoning request for PUD-R-Planned Unit Development Residential zoning district was originally approved by Ordinance O-07-1645.

Ordinance O-07-1645 was then amended by Ordinance O-13-1866 on March 5, 2013. Ordinance O-13-1866 (attached) provides a detailed development plan for Phase One and includes other minor amendments.

Ordinance O-07-1645 and O-13-1866 was then amended by Ordinance O-13-1899 on December 17, 2013. Ordinance O-13-1899 provides a detailed development plan for Phase Two. Ordinance O-13-1899 also zoned the property at the northwest corner of Heritage Avenue and Cheek-Sparger Road, which was incorporated into the City by boundary adjustment Ordinance O-12-1828.

The zoning requirements stated in Ordinance O-07-1645 include single-family detached residential as the primary use with a maximum density of 2.4 dwelling units per acre. The minimum lot sizes are 5,500 and 9,000 square feet, dependent on lot widths. The

minimum lot widths are 50 and 70 feet.

Ordinance O-07-1645 also include requirements for commercial use. All commercial properties shall only allow uses permitted in the following zoning districts that are either: (1) State of Texas sales tax generating businesses, or (2) professional offices: CN-Neighborhood Commercial zoning district, the CC1-Village Retail zoning district, and the CC2-Shopping Center zoning district.

However, Ordinance O-13-1899 requires the submission of a detailed site plan for the 1.9 acre commercial tract shown at the southeast corner of the development at Cheek-Sparger Road and Heritage Avenue prior to the issuance of a building permit. The detailed site plan shall be considered a legislative approval, subject to the sole discretion of the City Council upon the recommendation of the Planning and Zoning Commission.

Private Streets/Access. The development will have access from both Heritage Avenue and Cheek-Sparger Road. All streets serving the development will contain a minimum of 40 feet of right-of-way, measured from curb-back to curb-back, with five (5) foot easements on both sides. All streets within the subdivision will be private and maintained by the homeowners association. This development will be developed as a gated community with private streets in accordance with Chapter 10-Private Streets and Gate Entrances.

Right-of-Way Waiver Request. Eighty feet of right-of-way is required for Heritage Avenue based on the recommendation of the Master Thoroughfare Plan. Heritage Avenue is classified as a Major Collector (four lane) on the plan. The applicant is requesting to dedicate only 65 feet of right-of-way along the southern portion of Heritage Avenue south of Little Bear Creek. The applicant states the following justification for the waiver request as provided in the applicant's response to the Development Review Committee Memo:

"Because the adjacent properties will have access to and received the benefit of Heritage Avenue, the adjacent property in Euless ought to be obligated to provide their half of the ultimate right-of-way. However, north of the creek adjacent properties are platted, developed or are under development. In this area we are absorbing the additional right-of-way with a 30-foot right-of-way dedication. South of the creek, we are dedicating 15 feet for a total of 65 feet. The remaining 15 feet can be acquired from the adjacent properties. If the roadway construction precedes development of these properties, the right-of-way can be acquired by the city at that time. Alternatively, we believe that the four-lane roadway could be accommodated within the 65-foot right-of-way we are providing."

Attached is an exhibit provided by the applicant that shows a potential improved roadway cross-section for Heritage Avenue that would fit within 65 feet of right-of-way, while meeting the roadway improvement requirements of the Master

Thoroughfare Plan.

The requested waiver can be approved as a waiver to the plat or as an amendment to the Master Thoroughfare Plan. Given the technical non-compliance with the Master Thoroughfare Plan, staff recommends denial of the preliminary plat.

Sidewalks and Trails. Four (4) foot sidewalks will be installed in front of each residential lot within dedicated easements.

The ten (10) foot wide concrete trail shown as Trail 24 on the 2005 City of Colleyville Pathways Plan will be constructed by the developer along the west side of Heritage Avenue, prior to the acceptance of public improvements. Trail 24 must connect to all other trails noted on the 2005 Colleyville Pathways Plan with the following exceptions:

The developer may escrow the cost of constructing the trail in lieu of actual construction only for the portion of the trail that traverses the Little Bear Creek floodplain. If the developer chooses to escrow said funds, the developer shall build a minimum four (4) foot wide sidewalk across Little Bear Creek that links the internal sidewalks in the portion of the development that is north of Little Bear Creek. Said sidewalk connection shall link to Trail 24 on both sides of Little Bear Creek within a public pedestrian access easement, which shall be dedicated on the final plat(s) for the development.

Drainage. The developer has submitted a preliminary drainage analysis of the site, which has been accepted by Public Works. According to the preliminary drainage analysis, the development will provide on-site detention.

Park Land Dedication Fees. Park land dedication fees are required, in the amount of \$1,802 per residential lot and \$800 per acre for commercial lots. Park land dedication fees are due at the time of final plat, and must be paid before the final plat is recorded with the County Clerk's office.

Perimeter Street Improvement Requirements. The developer may enter into a City/Developer Agreement with the City of Colleyville for any required public improvements, in conjunction with this development. Said agreement, if submitted, shall be approved and executed prior to the filing of the final plat for Phase Two of the development.

Perimeter street improvement fees are not due, since the developer will either be responsible for improving their half of Heritage Avenue where it is adjacent to the development, or will enter into a City/Developer agreement. These improvements must comply with the current standards of the Land Development Code and the Master Thoroughfare Plan at the time of development of the adjacent property.

Other Impact Fees. Water, sewer, and roadway impact fees are due at the time a

building permit is issued. Fees will depend upon land use according to Chapter 13-Impact Fees of the Land Development Code.

Screening Walls and Fences. An eight (8) foot masonry wall shall be built between any commercial and residential lots. Perimeter fencing along Heritage Avenue will only be required immediately adjacent to lots, and not be required where floodplain or open space is adjacent to Heritage Avenue. Perimeter fencing that currently exists along the west side of the proposed development will remain.

Ordinance O-13-1899 amended Ordinance O-07-1645, Section 4(7)b to read as follows: A six (6) foot masonry wall shall be built along the perimeter of the subdivision along Heritage Avenue, Glade Road, and Cheek-Sparger Road. The design for such wall shall be stamped and sealed by a licensed engineer. Except as noted above, all fences shall be constructed per Exhibit D of Ordinance O-13-1899.

Landscaping and Tree Preservation. Trees not located within the right-of-way or within the pad site must be preserved during construction. Before construction begins on the site, protective fencing must be installed around the drip line of all preserved trees located outside the right-of-way. A preliminary tree survey has not been submitted at time of this preliminary plat. Approval of a tree survey and mitigation plan shall be required prior to issuance of a Notice to Proceed letter from the Engineering Division of the Public Works Department.

Planning and Zoning Commission Recommendation. The Planning and Zoning Commission recommended approval of this request at the February 24, 2014 meeting by a vote of 6-0.

Summary. The proposed development satisfies the requirements of PUD-R Planned Unit Development-Residential Ordinances O-07-1645, O-13-1866, and O-13-1899. However, given the right-of-way waiver request noted above, the plat does not comply with Section 8-135(N)1 of the Land Development Code, which states that "all subdivisions shall be designed to coordinate with the right-of-way widths and street pattern shown on the Master Thoroughfare Plan." Therefore, staff recommends denial due to technical non-compliance with the Land Development Code. Since the plat involves a waiver request, and involves more than one phase, the preliminary plat requires final approval by City Council.

Financial Impact

There is no financial impact to the City.

Recommendation

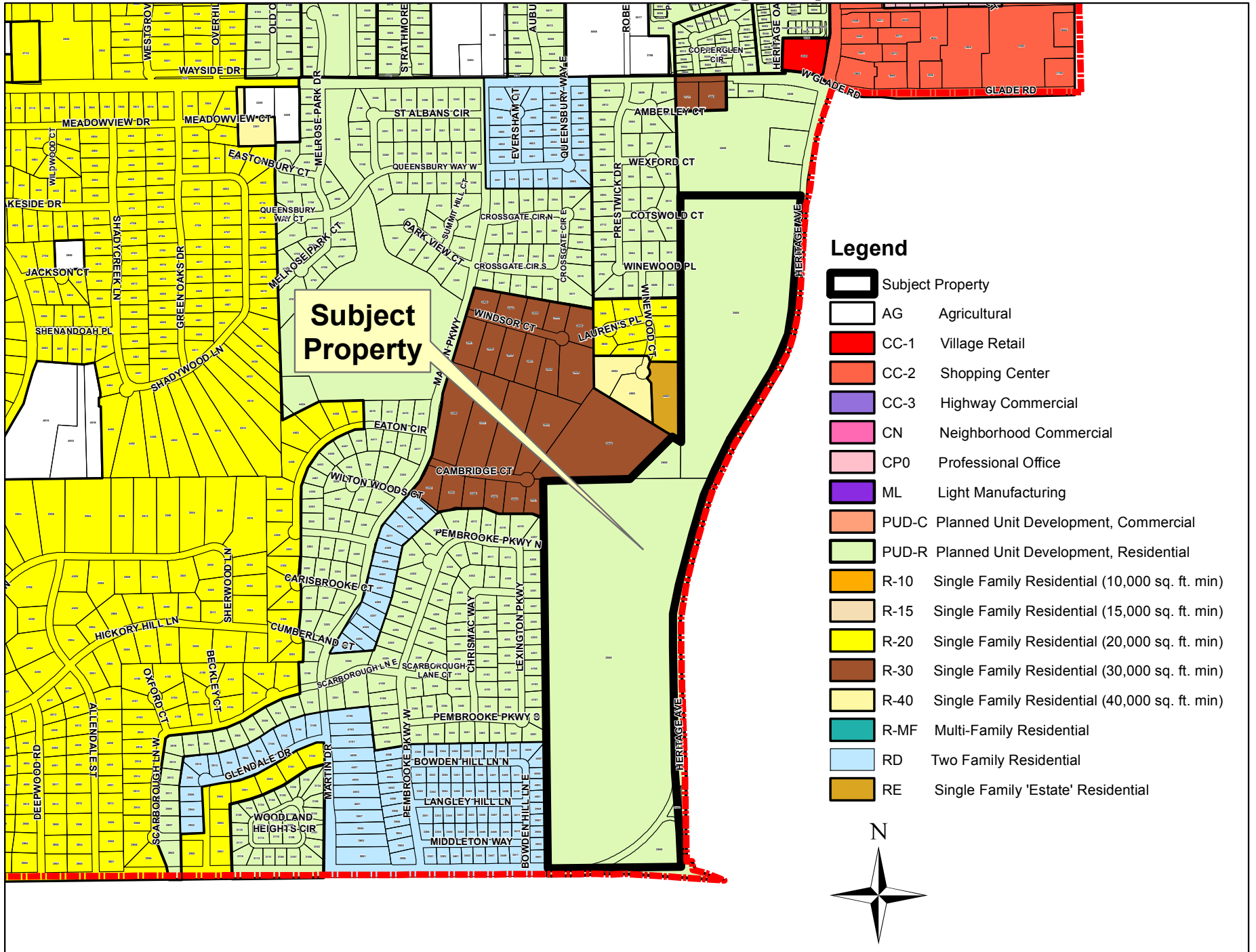
Denial

Attachments

1. Location and Zoning Map

2. Aerial
3. Plat Exhibit-Sheet 1
4. Plat Exhibit-Sheet 2
5. Ordinance O-07-1645
6. Ordinance O-12-1828
7. Ordinance O-13-1866
8. Ordinance O-13-1899
9. Potential Improved Cross-Section for Heritage Avenue
10. Phase Two Development Plan
11. Resolution R-14-3732

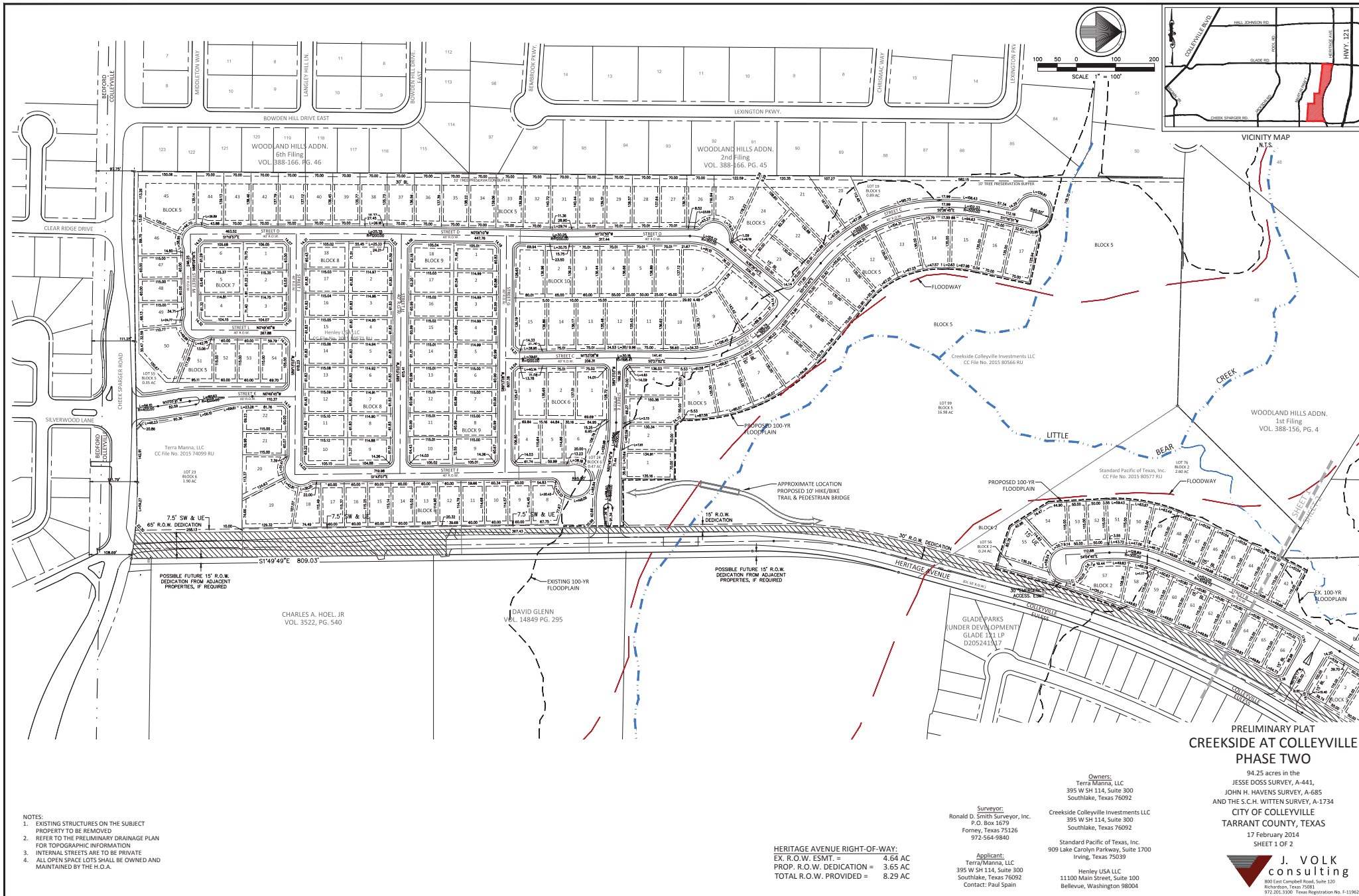
Location and Zoning Map



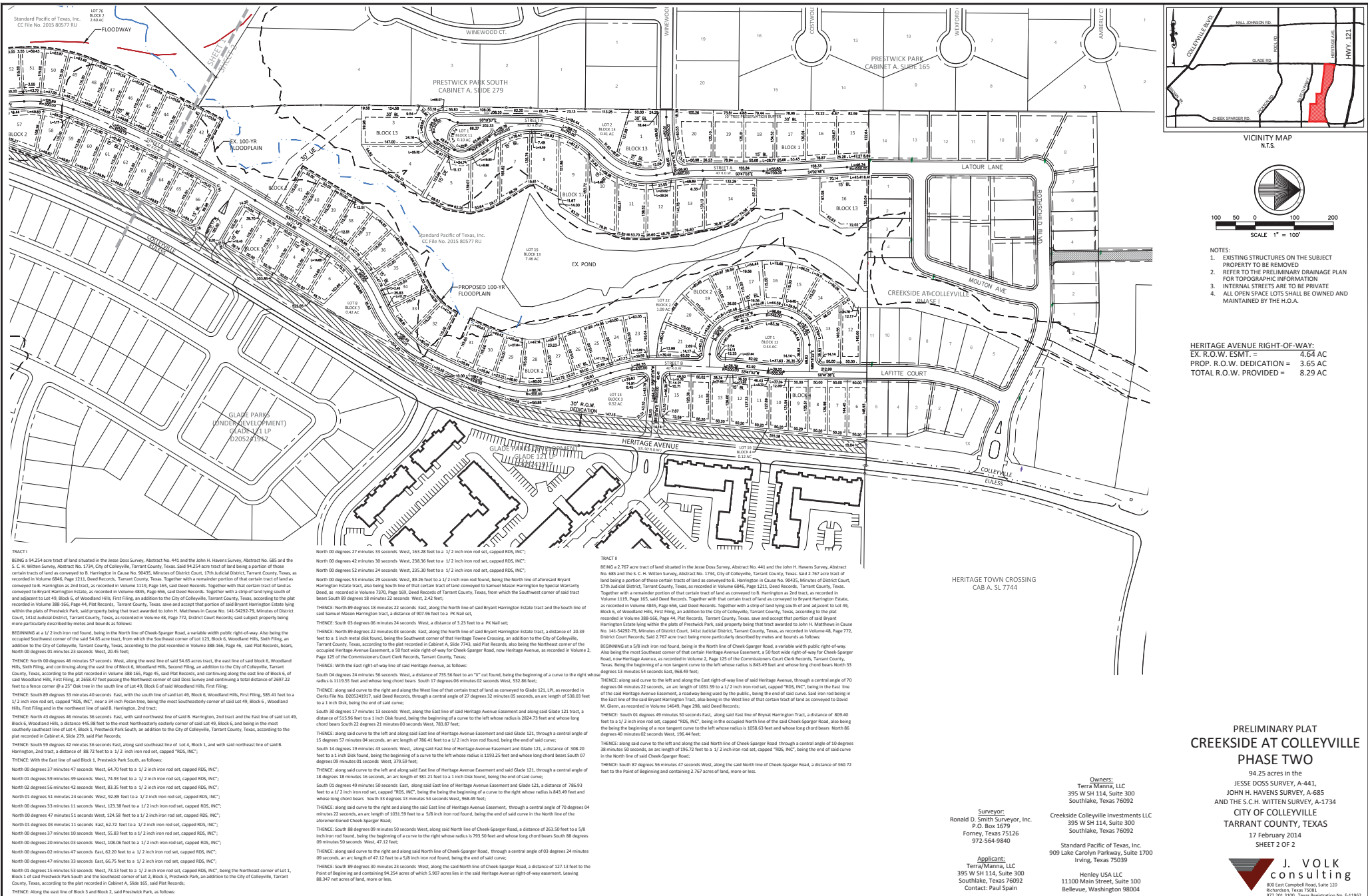
Aerial



Plat Exhibit-Sheet 1



Plat Exhibit-Sheet 2



ORDINANCE O-07-1645

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF APPROXIMATELY 108.5 ACRES OUT OF THE ELIZABETH COX SURVEY, ABSTRACT 352, THE JOHN H. HAVENS SURVEY, ABSTRACT 685, THE JESSE DOSS SURVEY, ABSTRACT 441, AND THE S.C.H. WITTEN SURVEY, ABSTRACT 1734, FROM THE AG-AGRICULTURAL ZONING DISTRICT TO PUDR-PLANNED UNIT DEVELOPMENT RESIDENTIAL ZONING DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning under Case No. Z-07-008; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to enact a new zoning ordinance; and

WHEREAS, the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be enforced therein and to recommend a new zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan and designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after

holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance by reference as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 108.5 acres out of the Elizabeth Cox Survey, Abstract 352, the John H. Havens Survey, Abstract 685, the Jesse Doss Survey, Abstract 441, and the S.C.H. Witten Survey, Abstract 1734 from the AG-Agricultural zoning district to PUDR-Planned Unit Development Residential zoning district, as depicted on Exhibit "A" labeled Location and Zoning Map and as described on Exhibit "B" labeled Legal Description.
- Sec. 3. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The purpose of this PUDR is for a single-family residential development of detached dwelling units, constructed at a gross maximum density of 2.4 dwelling units per acre. There shall be no more than 269 single-family residential lots.
- b. Commercial lots shall be permitted along the frontage of Heritage Avenue.
- c. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where specifically amended by this Ordinance.

2. CONCEPTUAL PLAN, SITE PLAN, AND PLATTING

- a. The development shall be generally consistent with this Ordinance and the Conceptual Site Plan, labeled as Exhibit "C", which shall not be

considered a plat. The developer shall submit and receive approval from the City for any amendment to the Site Plan in accordance with the phasing of the development of any portion of this PUDR. A detailed Site Plan submission shall, at a minimum, meet the requirements of Section 3.23 J.K.6. of the Land Development Code, be consistent with this Ordinance, and may also be required to show additional conditions provided in Section 3.23 M.b. of the Land Development Code. Further, such detailed site plan(s) shall be considered as a legislative approval, subject to the sole discretion of the City Council upon the recommendation of the Planning and Zoning Commission.

- b. The developer shall submit and receive approval from the City, a Preliminary and Final Plat in accordance with the requirements of the Land Development Code prior to development of this PUDR.

3. PERMITTED USES

- a. Single-family residences, detached.
- b. All commercial properties shall allow only uses permitted in the following zoning districts that are; (1) either State of Texas sales tax generating businesses, or (2) professional offices: CN-Neighborhood Commercial zoning district, the CC1-Village Retail zoning district and the CC2-Shopping Center zoning district.

4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS

Residential lot requirements and setbacks shall comply with the following provisions. Planning Area "A" refers to lots adjacent to western property line.

Planning Area "A"

- | | |
|----------------------------|--|
| a. Minimum Lot Size | 9,000 square feet |
| b. Minimum Lot Width | 70 feet |
| c. Minimum Lot Depth | 120 feet |
| d. Front Building Line | 20 feet; or 15 feet for a front swing garage |
| e. Side Building Line | 5 feet |
| f. Rear Building Line | 30 feet |
| g. Maximum Building Height | 40 feet |
| h. Maximum Lot Coverage | 65% |

Planning Area "B"

a. Average Lot Size	5,500 square feet
b. Minimum Lot Size	5,000 square feet
c. Minimum Lot Width	50 feet
d. Minimum Lot Depth	105 feet
e. Front Building Line	20 feet; or 15 feet for a front swing garage
f. Side Building Line	0, 1 or 9 feet with a 10 foot minimum between buildings
g. Rear Building Line	10 feet
h. Maximum Building Height	40 feet
i. Maximum Lot Coverage	65%

5. OPEN SPACE AND LANDSCAPE BUFFER

- a. A 10 foot wide landscape buffer shall be designated along the entire western property line. No structures may be constructed within the landscape buffer. The landscape buffer shall be incorporated in the rear lots of Planning Area "A". Such landscape buffer shall is not an open space lot. Chapter 5 of the Land Development Code applies to this landscape buffer in particular and the development as a whole. In addition, the Section 5.9 Tree Replacement Requirements shall apply to any replacement tree greater than three (3) inches in diameter which is substantially damaged or which dies within two (2) years of final inspection.
- b. Open space lots shall be maintained by the Homeowners Association.
- c. The following amenities are permitted in the open space lots: picnic tables, benches, playground equipment, concrete and crushed granite walking paths, a gazebo, an arbor, other garden type built elements including a fireplace, fountains, lights and a dock and pier. These amenities shall be owned and maintained by a homeowners association.

6. PRIVATE SIDEWALKS AND STREETS

- a. A ten (10) foot wide concrete trail approximately 1.2 miles long shall be constructed on-site along with all other public improvements as part of this development between Glade Road and Cheek Sparger Road and prior to the time of Final Plat. The City Manager or his designee may approve a reduced trail width of eight (8) feet if necessary based upon topographic, landscape, or other issues. Such trail shall be included as part of any Site Plan submittal, and shall be consistent with the City's then existing Master Trail Plan.

7. SCREENING

- a. An eight (8) foot masonry wall shall be built between any commercial and residential lots.
- b. An eight (8) foot masonry wall shall be built along the perimeter of the subdivision along Heritage Avenue, Glade Road and Cheek Sparger Road. The design for such wall shall be stamped and sealed by a licensed engineer. The standards and detail for such wall shall be included as part of the detailed Site Plan.
- c. Perimeter fencing along Heritage Avenue shall only be required immediately adjacent to lots, and not be required along where floodplain or open space is adjacent to Heritage Avenue.

8. OTHER

- a. Ingress and Egress from Winewood Place shall be restricted to access by emergency vehicles only.
- b. The number of lots allowed with frontage on a cul-de-sac street shall adhere to the requirements of the Land Development Code.
- c. The portion of the development located south of Little Bear Creek shall have a minimum of two (2) points of public vehicular ingress and egress from Cheek Sparger Road and/or Heritage Avenue.
- d. There shall be no direct access onto Glade Road from this development.
- e. There shall be no single family uses allowed adjacent to Heritage Avenue where there are, as of the passage of this ordinance, existing commercial uses directly across Heritage Avenue within the City of Euless.
- f. Retaining walls that are adjacent to residential lots shall be constructed with a stone facade.

Sec. 5. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as specifically amended herein.

Sec. 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase or provision of

this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 8. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 9. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 16th day of October 2007.

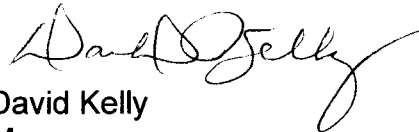
The second reading and public hearing being conducted on the 6th day of November 2007.

ATTEST:



Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:



Matthew C. G. Boyle
City Attorney

Exhibit "A" Location and Zoning Map

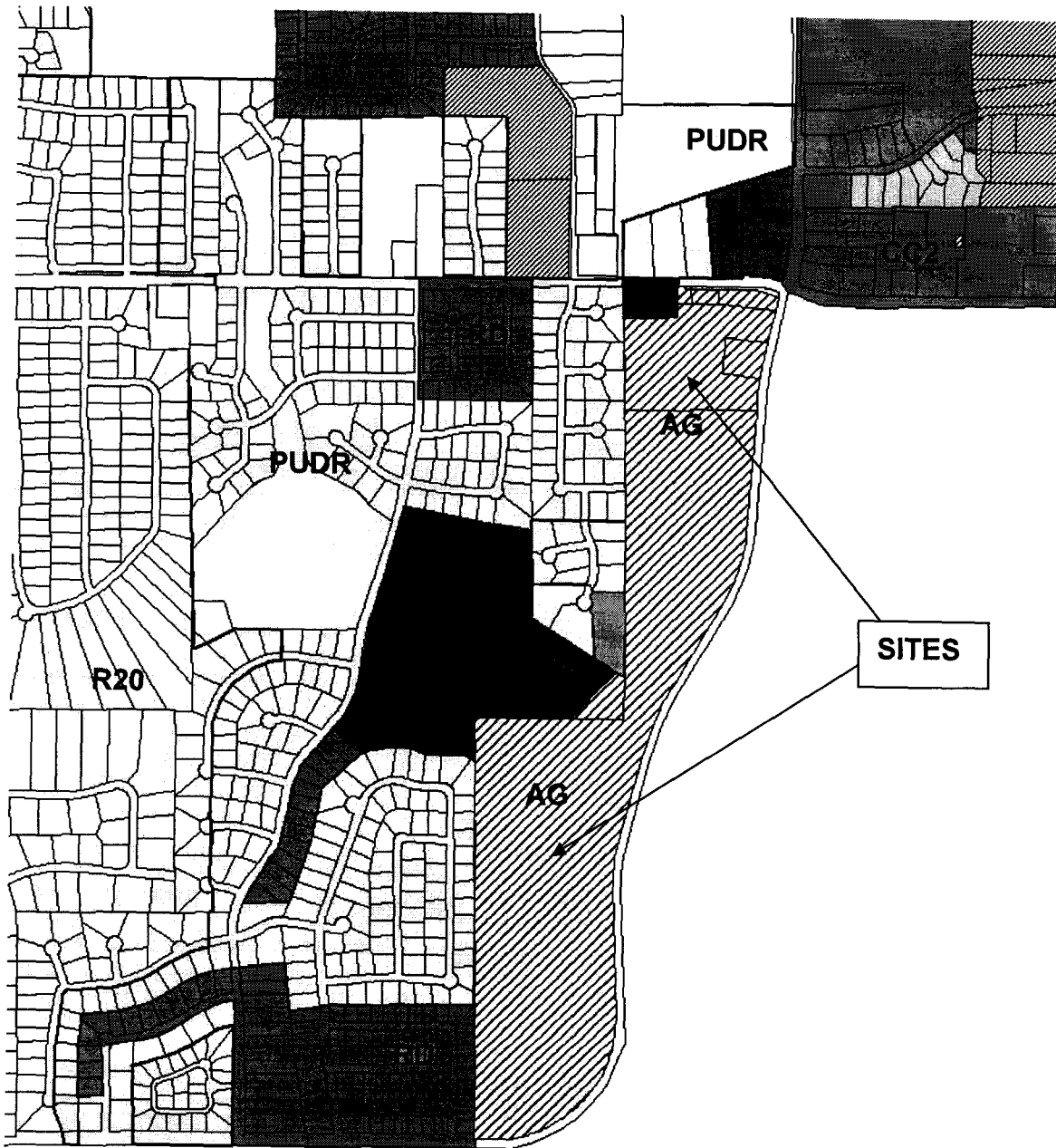


Exhibit "B" Legal Description

**CREEKSIDE AT COLLEYVILLE (PUD-R)
108.5 ACRE ZONING TRACT**

BEING A 108.5 ACRE TRACT OF LAND SITUATED IN THE ELIZABETH COX SURVEY, ABSTRACT NO. 352, THE JOHN H. HAVENS SURVEY, ABSTRACT NO. 685, THE JESSE DOSS SURVEY, ABSTRACT NO. 441 AND THE S.C.H. WITTEN SURVEY, ABSTRACT NO. 1734, CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS. SAID 108.5 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT NEAR THE INTERSECTION OF THE CENTERLINE OF GLADE ROAD AND THE INTERSECTION OF;

THENCE S 09°46'23" W, OVER AND ACROSS SAID GLADE ROAD AND HERITAGE AVENUE, A DISTANCE OF 99.73 FEET TO A POINT FOR CORNER IN THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF SAID HERITAGE AVENUE;

THENCE ALONG THE EAST LINE OF SAID HERITAGE AVENUE THE FOLLOWING COURSES AND DISTANCES;

S 12°21'40" W, A DISTANCE OF 447.71 FEET TO A POINT FOR CORNER;

S 05°25'11" W, A DISTANCE OF 195.30 FEET TO A POINT FOR CORNER;

S 04°21'00" W, A DISTANCE OF 720.00 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 27°31'41", A RADIUS OF 1121.05 FEET, AN ARC LENGTH OF 538.62 FEET, A CHORD BEARING OF S 17°31'00" W, AND A CHORD LENGTH OF 533.45 FEET TO A POINT FOR CORNER;

S 30°41'03" W, A DISTANCE OF 515.89 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 15°51'46", A RADIUS OF 2840.34 FEET, AN ARC LENGTH OF 786.37 FEET, A CHORD BEARING OF S 22°45'00" W, AND A CHORD LENGTH OF 783.86 FEET TO A POINT FOR CORNER;

S 14°48'57" W, A DISTANCE OF 308.22 FEET TO A POINT FOR CORNER;

ALONG A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 16°05'15", A RADIUS OF 1407.20 FEET, AN ARC LENGTH OF 395.12 FEET, A CHORD BEARING OF S 06°46'30" W, AND A CHORD LENGTH OF 393.82 FEET TO A POINT FOR CORNER;

S 00°46'00" E, A DISTANCE OF 772.57 FEET TO A POINT FOR CORNER;

RECEIVED

FEB 06 2007

ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 70°04'32", A RADIUS OF 843.50 FEET, AN ARC LENGTH OF 1031.64 FEET, A CHORD BEARING OF S 33°59'27" W, AND A CHORD LENGTH OF 968.53 FEET TO A POINT FOR CORNER AT THE INTERSECTION OF THE NORTH R.O.W. LINE OF CHEEK SPARGER ROAD;

THENCE S 89°18'56" W, ALONG THE NORTH R.O.W. LINE OF SAID CHEEK SPARGER ROAD, A DISTANCE OF 437.70 FEET TO A POINT FOR THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED AS PACEL 1 IN DEED TO SPARGER FAMILY LIMITED PARTNERSHIP RECORDED IN VOLUME 16472, PAGE 390 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS (D.R.T.C.T.);

THENCE N 00°01'23" W, ALONG THE WEST LINE OF SAID PARCEL 1, A DISTANCE OF 2658.46 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE S 89°02'53" E, ALONG THE NORTH LINE OF SAID TRACT 1, A DISTANCE OF 549.10 FEET TO A POINT FOR CORNER;

THENCE LEAVING THE NORTH LINE OF SAID PARCEL 1 THE FOLLOWING COURSES AND DISTANCES;

N 44°32'16" E, A DISTANCE OF 504.74 FEET TO A POINT FOR CORNER;

S 58°08'37" E, A DISTANCE OF 82.37 FEET TO A POINT FOR CORNER IN THE WEST LINE OF A CALLED 136.34 ACRE TRACT OF LAND DESCRIBED IN DEED TO SPARGER FAMILY LIMITED PARTNERSHIP PARTNERSHIP RECORDED IN VOLUME 16472, PAGE 390 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS (D.R.T.C.T.);

THENCE N 00°39'20" E, ALONG SAID WEST LINE, A DISTANCE OF 541.65 FEET TO A POINT FOR CORNER;

THENCE N 00°15'08" E, A DISTANCE OF 443.19 FEET TO A POINT FOR CORNER;

THENCE N 00°28'33" W, A DISTANCE OF 1306.92 FEET TO A POINT FOR CORNER;

THENCE S 89°50'41" E, A DISTANCE OF 344.46 FEET TO A POINT FOR CORNER;

THENCE N 00°09'51" W, A DISTANCE OF 225.22 FEET TO A POINT FOR CORNER;

THENCE N 88°42'20" E, A DISTANCE OF 22.07 FEET TO A POINT FOR CORNER;

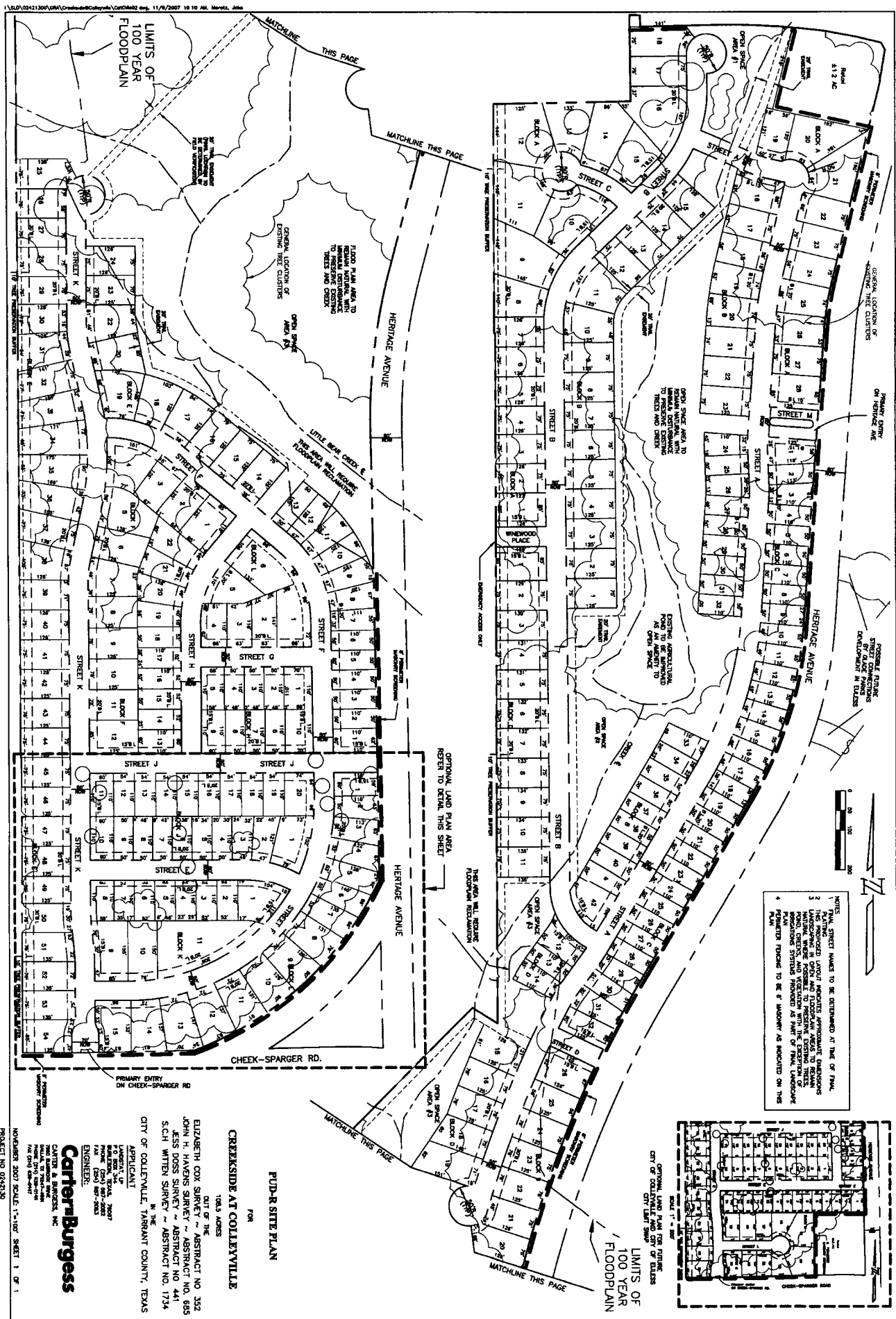
THENCE S 00°27'31" E, A DISTANCE OF 28.94 FEET TO A POINT FOR CORNER;

THENCE N 89°23'34" E, A DISTANCE OF 195.12 FEET TO A POINT FOR CORNER;

THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 13°35'47", A RADIUS OF 1587.18 FEET, AN ARC LENGTH OF 376.64 FEET, A CHORD BEARING OF S 84°20'11" E, AND A CHORD LENGTH OF 375.76 FEET TO A POINT FOR CORNER;

THENCE S 76°13'22" E, A DISTANCE OF 105.52 FEET TO THE POINT OF BEGINNING, AND CONTAINING 108.5 ACRES OF LAND, MORE OR LESS.

Exhibit "C" - Conceptual Site Plan



CREEKSIDE AT COLLEYVILLE

CITY OF COLLEYVILLE ORDINANCE NO. 0-12-1828
CITY OF EULESS ORDINANCE NO. 1945
JOINT ORDINANCE AND BOUNDARY ADJUSTMENT AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

WHEREAS, the City of Colleyville, Texas is a home rule municipality located within Tarrant County; and

WHEREAS, the City of Euless, Texas is a home rule municipality located within Tarrant County; and

WHEREAS, pursuant to the authority granted in Section 43.031 of the Texas Local Government Code, as amended, adjacent municipalities may make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width; and

WHEREAS, Colleyville and Euless are adjacent; and

WHEREAS, "Tract A", as described and depicted in **Exhibit A**, which is attached hereto and incorporated herein by reference, is uninhabited and is less than 1,000 feet in width; and

WHEREAS, Colleyville and Euless desire to identify mutually agreeable corporate boundaries between the two communities; and

WHEREAS, Colleyville and Euless, in the true spirit of governmental cooperation, intend this Joint Ordinance and Boundary Adjustment Agreement to reflect sound growth management principles and interregional planning.

NOW THEREFORE, BE IT ORDAINED AND MUTUALLY AGREED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE AND THE CITY COUNCIL OF THE CITY OF EULESS:

SECTION 1.

The findings set forth above are incorporated into the body of this ordinance and agreement as if fully set forth herein.

SECTION 2.

Pursuant to Section 43.031 of the Texas Local Government Code, Tract A, as described and depicted in **Exhibit A**, shall be released from the corporate boundaries of Euless and simultaneously incorporated into the corporate boundaries of Colleyville.

SECTION 3.

The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this ordinance and agreement. The parties agree that exclusive venue shall lie in Tarrant County, Texas for any dispute arising out of this ordinance and agreement. Before a suit is filed by either party based on or pertaining to this ordinance and agreement, the parties agree that they will submit the dispute for mediation, pursuant to the procedure described in Section 154.023 of the Texas Civil Practice and Remedies Code, as amended.

SECTION 4.

The effective date of this ordinance and agreement shall be the last day this ordinance and agreement is approved by a party hereto as indicated on the signature blocks below.

SECTION 5.

Either party may file a certified copy of this ordinance and agreement in the real property records of Tarrant County, Texas.

SECTION 6.

It is expressly understood and agreed that, in the execution of this ordinance and agreement, no party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By approving this ordinance and agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this ordinance and agreement shall not create any rights in parties not signatories hereto.

SECTION 7.

This ordinance shall be cumulative of all provisions of ordinances of the cities of Colleyville, Texas, and Euless, Texas except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 8.

It is hereby declared to be the intention of the City Council of the City of Colleyville and the City Council of the City of Euless that the phrases, clauses, sentences, paragraphs and sections of this ordinance and agreement are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance and agreement shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance and agreement, since the same would have been enacted by the City Council of the City of Colleyville and the City Council of the City of Euless without the incorporation in this ordinance and agreement of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 9.

Should this ordinance and agreement for any reason be ineffective as to any part of the area hereby incorporated into the City of Colleyville, such ineffectiveness of this ordinance and agreement as to any such part or parts of any such area shall not affect the effectiveness of this ordinance and agreement as to the remainder of such area. The Colleyville City Council hereby declares it to be its purpose to include as part of the City of Colleyville every part of the area described in Exhibit A of this ordinance and agreement, regardless of whether any part of such described area is hereby not effectively annexed into the City. Provided, further, that if there is included within the general description of territory set out in Exhibit A of this ordinance and agreement to be hereby annexed into the City of Colleyville any lands or area which are presently part of and included within the limits of the City of Colleyville, or which are presently part of and included within the limits of any other city other than the City of Euless, or which are not within the City of Colleyville's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted area were expressly described herein.

SECTION 10.

The City of Euless and the City of Colleyville do hereby covenant and agree to protect, preserve and defend the herein described boundary adjustments.

SECTION 11.

This Joint Ordinance and Boundary Adjustment Agreement, upon adoption by both cities, shall be executed in duplicate originals by the Mayor of each City.

APPROVED by the City Council of The City of Colleyville, Texas, at its meeting held on the 20th day of March 2012.

CITY OF COLLEYVILLE, TEXAS

By: David Kelly
David Kelly, Mayor

ATTEST:

By:

Cynthia Singleton, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Matthew C.G. Boyle
Matthew C.G. Boyle, City Attorney

PRESENTED AND PASSED ON FIRST AND FINAL READING at a regular meeting of the Euless City Council on the 28 day of February 2012, by a vote of 5 ayes, 0 nays and 0 abstentions.

CITY OF EULESS

By: Mary Lib Saleh
Mary Lib Saleh, Mayor

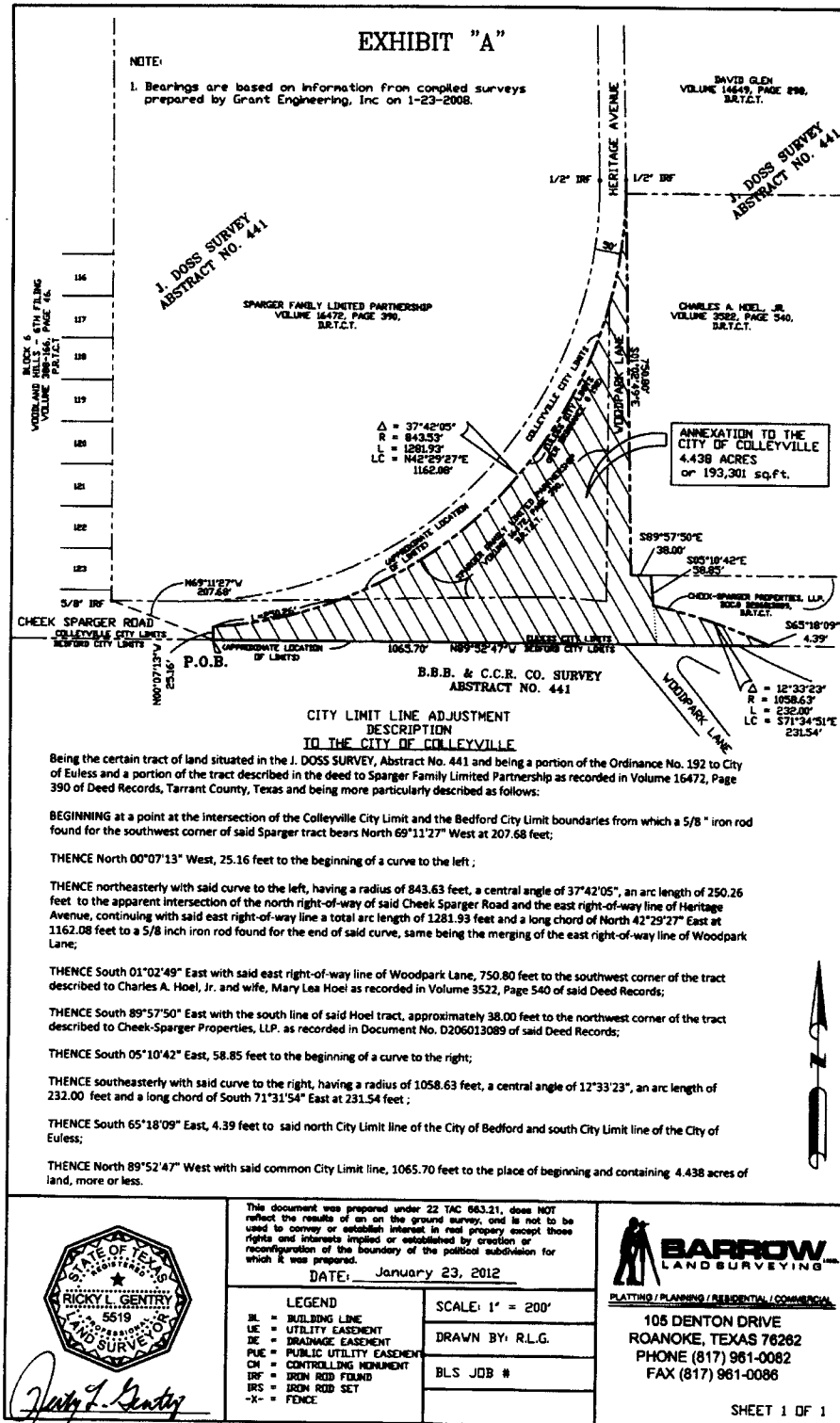
ATTEST:

By: Kim Sutter
Kim Sutter, TRMC, City Secretary

APPROVED AS TO FORM AND LEGALITY:

By: Wayne K. Olson
Wayne K. Olson, City Attorney

EXHIBIT A "TRACT A"



ORDINANCE O-13-1866

AN ORDINANCE AMENDING ORDINANCE O-07-1645 CONDITIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council approved Ordinance O-07-1645 on November 27, 2007, to establish the zoning of 108.5 acres out of the Elizabeth Cox Survey, Abstract 352, The John H. Havens Survey, Abstract 685, the Jesse Doss Survey, Abstract 441, and the S.C.H. Witten Survey, Abstract 1734 under case Z07-0008; and

WHEREAS, the applicant has requested an amendment to Ordinance O-07-1645 to further amend the commercial zoning requirements at the southwest corner of Glade Road and Heritage Avenue; to amend the trail location requirements within the development; and to submit a detailed site plan for 14.75 acres of the development per the requirements of Section 4(2)a under Ordinance O-07-1645, under Case ZC12-031; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to enact a new zoning ordinance; and

WHEREAS, the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be enforced therein and to recommend a new zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan and designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and state law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by amending Ordinance O-07-1645 conditions.
- Sec. 3. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by amending the zoning and development requirements on 108.5 acres out of the Elizabeth Cox Survey, Abstract 352, the John H. Havens Survey, Abstract 685, the Jesse Doss Survey, Abstract 441, and the S.C.H. Witten Survey, Abstract 1734 as depicted on the attached Exhibit "A".
- Sec. 4. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 5. THAT the above described tract of land shall be subject to the following conditions:

1. DETAILED SITE PLAN REQUIREMENT

- a. Exhibit "B" shall be deemed to satisfy the site plan requirements of Ordinance O-07-1645 Section 4(2)a. A full size copy of the site plan shall be kept on file in the Community Development Department until the final plat is approved, at which time a copy of the detailed site plan shall be kept in the plat file for this development. The phase one final plat shall be consistent with Exhibit "B".
- b. The remainder of the subject property within this PUD shall be required to submit a detailed site plan per Section 4(2)a of Ordinance O-07-1645 prior to the submission of a final plat.

2. GENERAL AMENDMENTS

- a. Sections 4(8) "d" and "e" of Ordinance O-07-1645 are hereby deleted.
- b. The maximum building height in this development shall not exceed 35 feet.
- c. The ten (10) foot wide concrete trail shown as Trail 24 on the 2005 City of Colleyville Pathways Plan map shall be constructed by the developer along the west side of Heritage Avenue prior to the acceptance of public improvements. Trail 24 must connect to all other trails noted on the 2005 Colleyville Pathways Plan.
- d. This development may be developed as a gated community with private streets in accordance with Chapter 10-Private Streets and Gate Entrances of the Land Development Code.
- e. The developer shall improve Heritage Avenue where it is adjacent to the development to the current standards of the Land Development Code and the Master Thoroughfare Plan at the time of development of the adjacent property. There shall be no option to escrow said construction costs as a perimeter street fee for future roadway improvements.

- Sec. 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 8. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 9. THAT all provisions of Ordinance O-07-1645 and the Land Development Code shall remain in full force and effect, except where amended herein.
- Sec. 10. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

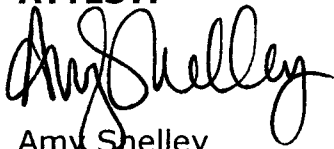
AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 19th day of February 2013.

The second reading and public hearing being conducted on the 5th day of March 2013.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the 5th day of March 2013.

ATTEST:



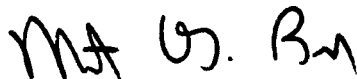
Amy Shelley
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:



Matthew C. G. Boyle
City Attorney

Exhibit "A" -Location and Zoning Map

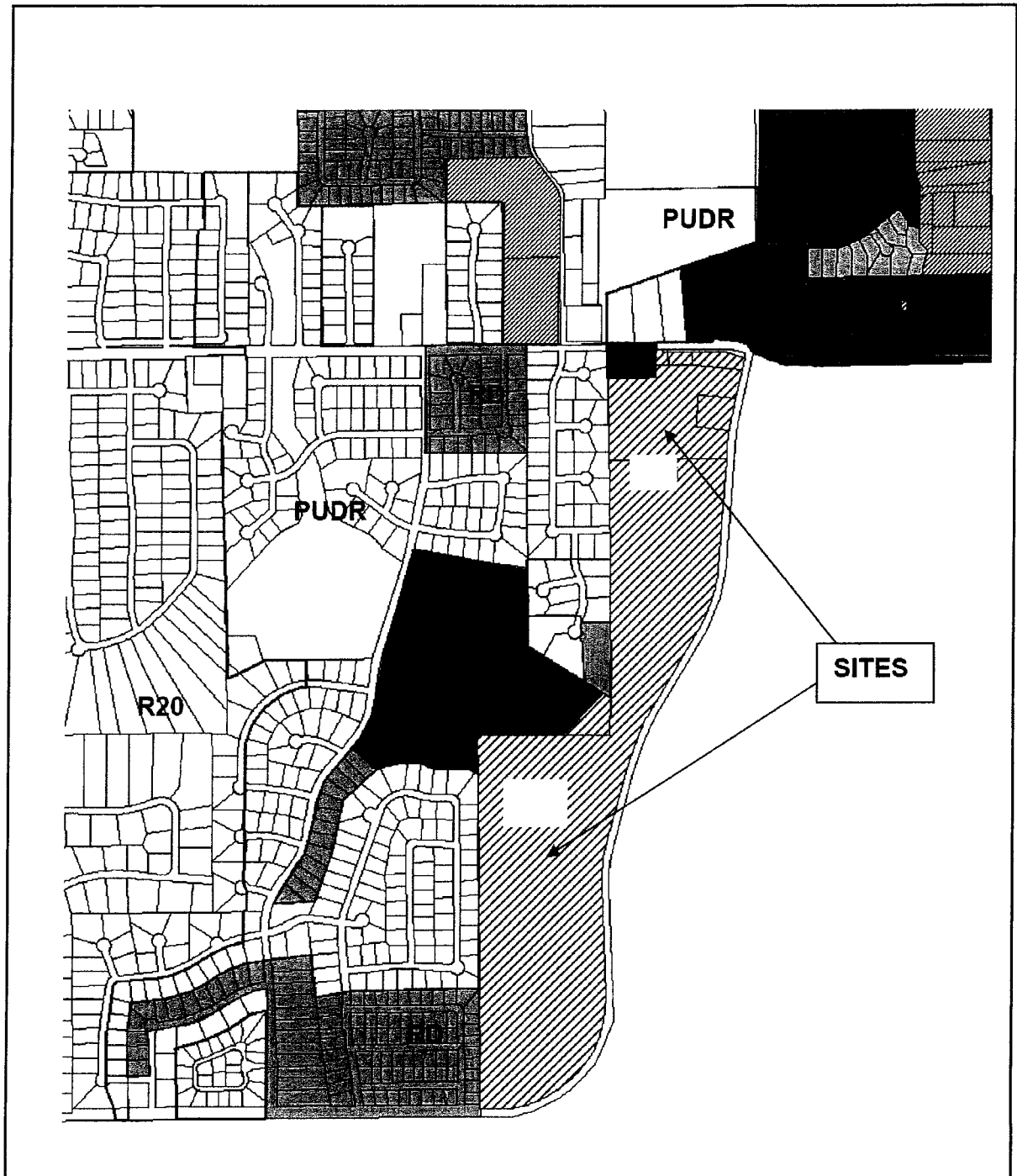
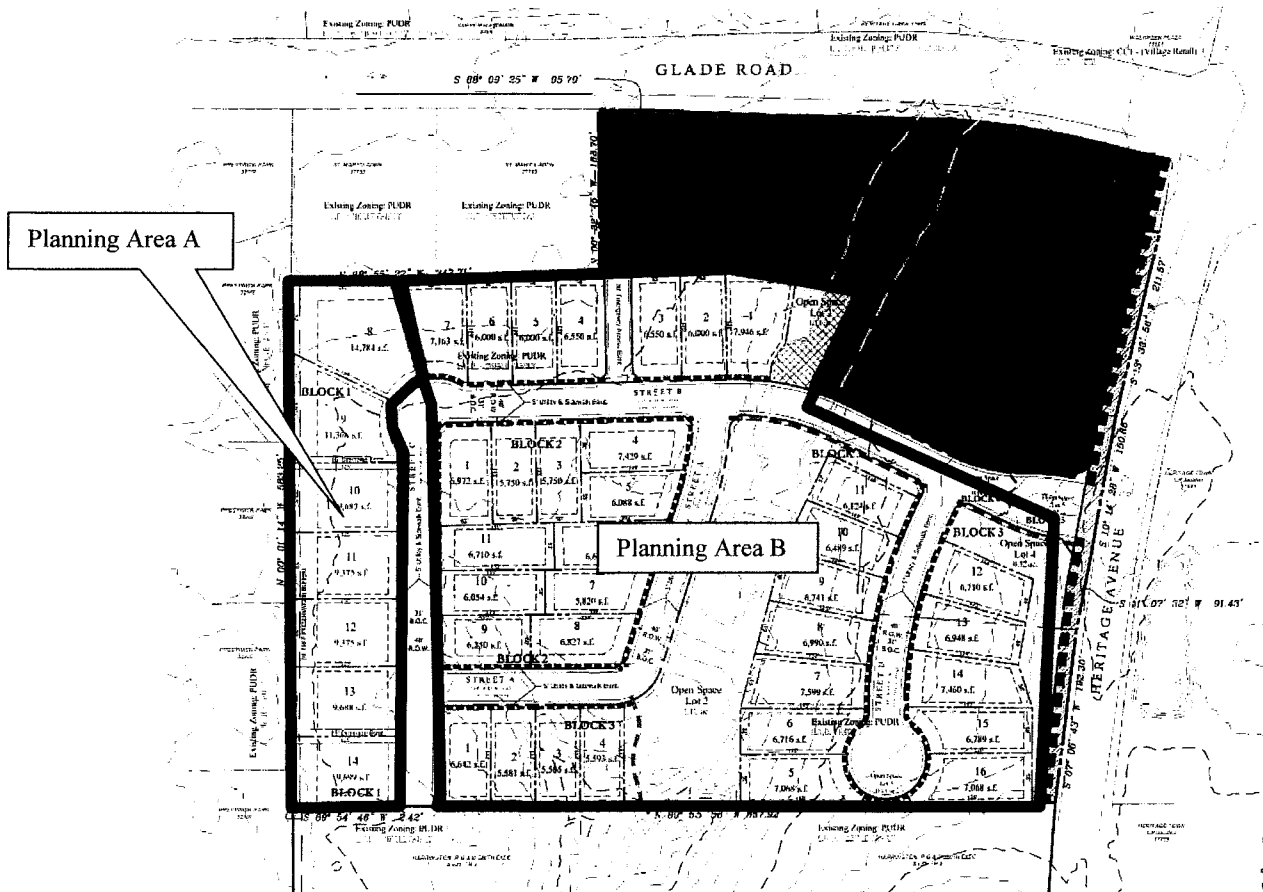


Exhibit "B" Detailed Site Plan



ORDINANCE O-13-1899

AN ORDINANCE AMENDING ORDINANCE O-07-1645 AND ORDINANCE O-13-1866 CONDITIONS AND AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON 4.4 ACRES LOCATED IN THE JESSE DOSS SURVEY AT THE NORTHWEST CORNER OF CHEEK-SPARGER ROAD AND HERITAGE AVENUE FROM THE AG-AGRICULTURAL DISTRICT TO THE PUD-R-PLANNED UNIT DEVELOPMENT RESIDENTIAL DISTRICT; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council approved Ordinance O-07-1645 on November 27, 2007, to establish the zoning of 108.5 acres out of the Elizabeth Cox Survey, Abstract 352, the John H. Havens Survey, Abstract 685, the Jesse Doss Survey, Abstract 441, and the S.C.H. Witten Survey, Abstract 1734 under case Z-07-008; and

WHEREAS, the City Council approved Ordinance O-13-1866 on March 5, 2013, amending Ordinance O-07-1645 conditions and approving a detailed site plan for phase one of the development under case ZC12-031; and

WHEREAS, the applicant has requested an amendment to Ordinance O-07-1645 and Ordinance O-13-1866 and requests to rezone 4.4 acres located in the Jesse Doss Survey at the northwest corner of Cheek-Sparger Road and Heritage Avenue, acquired from the City of Euless in a boundary adjustment approved under Ordinance O-12-1828, so as to incorporate the property into the PUD authorized by Ordinance O-07-1645 under Case Z-07-008 and approve a detailed site plan for phase two of the development; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to enact a new zoning ordinance; and

WHEREAS, the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be

enforced therein and to recommend a new zoning ordinance;
and

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration, among other things, to the character of the districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by amending Ordinance O-07-1645 and Ordinance O-13-1866.
- Sec. 3. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by

changing the zoning of 4.4 acres located in the Jesse Doss Survey at the northwest corner of Cheek-Sparger Road and Heritage Avenue from the AG-Agricultural District to the PUD-R-Planned Unit Development Residential District, as depicted in the attached Exhibit "A" and described in Exhibit "B".

Sec. 4. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.

Sec. 5. THAT the above described tract of land shall be subject to the following conditions:

1. DETAILED SITE PLAN REQUIREMENT

- a. Exhibit "C" shall be deemed to satisfy the site plan requirements of Ordinance O-07-1645 Section 4(2)a and Ordinance O-13-1866 Section 5(1)b. A full size copy of the site plan shall be kept on file in the Community Development Department until the final plat is approved, at which time a copy of the detailed site plan shall be kept in the plat file for this development. The phase two final plat shall be consistent with Exhibit "C".

2. GENERAL AMENDMENTS

- a. Section 5(2)e of Ordinance O-13-1866 is hereby deleted.
- b. The developer may enter into a City/Developer Agreement with the City of Colleyville for any required public improvements, in conjunction with this development. Said agreement, if submitted, shall be approved and executed prior to the filing of the final plat for phase two of the development.
- c. Prior to the issuance of a building permit for the 1.9 acre commercial tract shown at the southwest corner of the development on Exhibit C, the developer shall submit a detailed site plan which shall, at a minimum, meet the requirements of Section 3.23 J.K.6. of the Land Development Code, be consistent with Ordinance O-07-1645 and any subsequent amendments, and may also be required to show additional conditions provided in Section 3.23 M.b. of the Land Development Code. Further, such detailed site plan(s)

shall be considered as a legislative approval, subject to the sole discretion of the City Council upon the recommendation of the Planning and Zoning Commission.

- d. Section 4(7)b of Ordinance O-07-1645 is hereby amended to read as follows: A six (6) foot masonry wall shall be built along the perimeter of the subdivision along Heritage Avenue, Glade Road and Cheek Sparger Road. The design for such wall shall be stamped and sealed by a licensed engineer. The standards and detail for such wall shall be included as part of the detailed Site Plan and shall, otherwise, meet the requirements of the Land Development Code.
- e. Except as noted in subsection "d" above and Section 4(7)a and "c" in Ordinance O-07-1645, all fences shall be constructed per Exhibit D.
- f. Section 5(2)c of Ordinance O-13-1866 is hereby amended to read as follows: The ten (10) foot wide concrete trail shown as Trail 24 on the 2005 City of Colleyville Pathways Plan map shall be constructed by the developer along the west side of Heritage Avenue prior to the acceptance of public improvements and shall connect to all other trails noted on the 2005 Colleyville Pathways Plan with the following exceptions: The developer may escrow the cost of constructing the trail in lieu of actual construction only for the portion of the trail that traverses the Little Bear Creek floodplain. If the developer chooses to escrow said funds, the developer shall build a minimum four (4) foot wide sidewalk across Little Bear Creek that links the internal sidewalks in the portion of the development that is south of Little Bear Creek to the internal sidewalks in the portion of the development that is north of Little Bear Creek. Said sidewalk connection shall link to Trail 24 on both sides of Little Bear Creek within a public pedestrian access easement, which shall be dedicated on the final plat(s) for the development.

Sec. 6. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

- Sec. 7. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 8. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 9. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 10. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.
- Sec. 11. THAT Ordinance O-07-1645 and Ordinance O-13-1866 shall remain in full force and effect, except where amended by this ordinance.

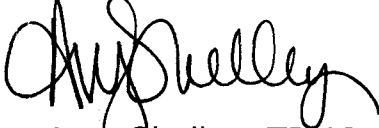
AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 3rd day of December 2013.

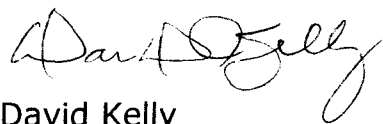
The second reading and public hearing being conducted on the 17th day of December 2013.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the 17th day of December 2013.

ATTEST:


Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE


David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

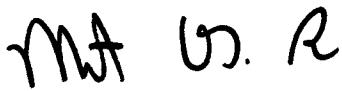

Matthew C. G. Boyle
City Attorney

Exhibit "A" –Location and Zoning Map

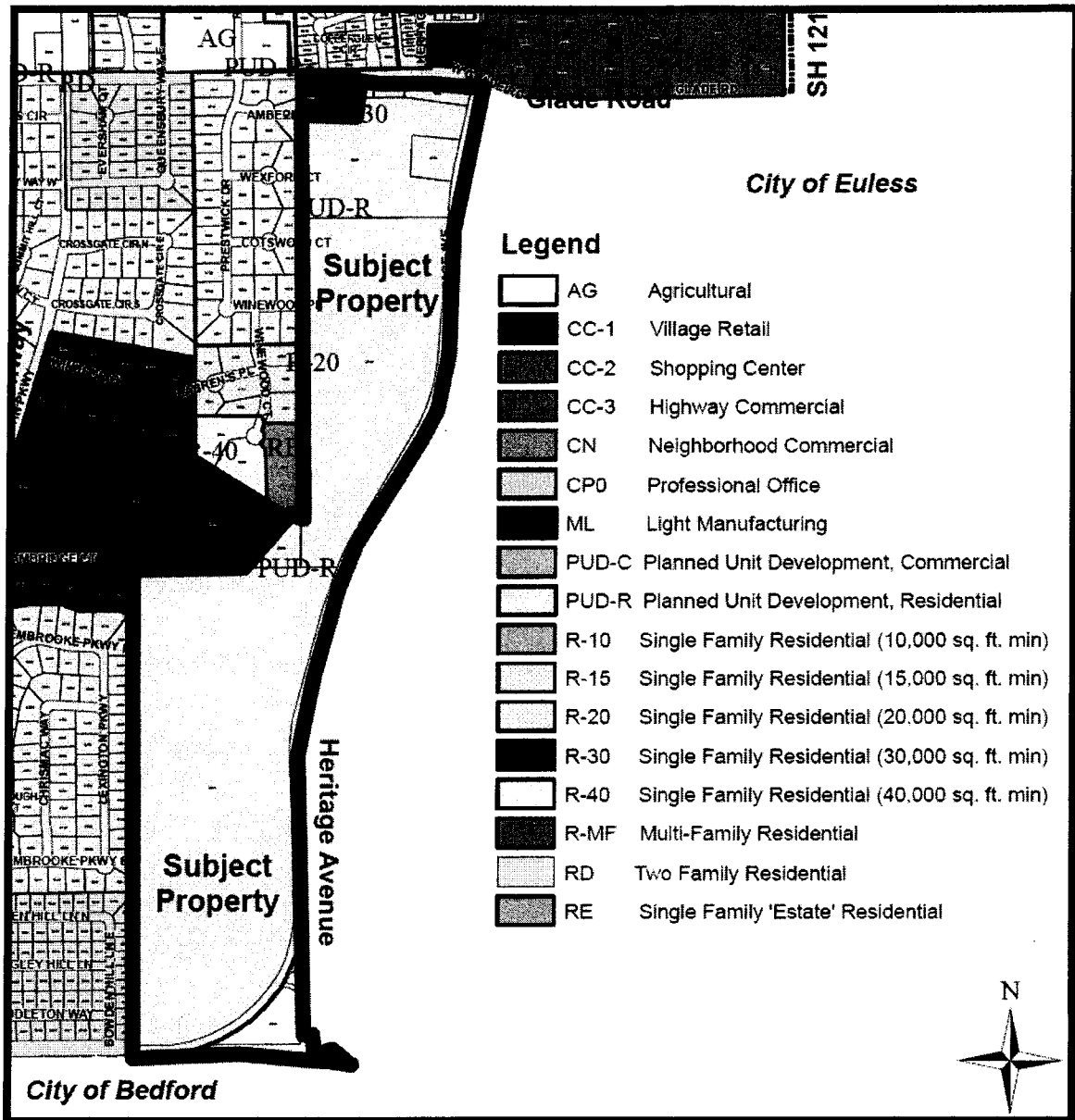


Exhibit "B" – Legal Description of Property Zoned from AG-Agricultural to PUD-R-Planned Unit Development Residential

Being the certain tract of land situated in the J. DOSS SURVEY, Abstract No. 441 and being a portion of the Ordinance No. 192 to City of Euless and a portion of the tract described in the deed to Sparger Family limited Partnership as recorded in Volume 16472, Page 390 of Deed Records, Tarrant County, Texas and being more particularly described as follows:

BEGINNING at a point at the intersection of the Colleyville City Limit and the Bedford City Limit boundaries from which a 5/8" iron rod found for the southwest corner of said Sparger tract bears North 69°11'27" West at 207.68 feet;

THENCE North 00°07'13" West, 25.16 feet to the beginning of a curve to the left;

THENCE northeasterly with said curve to the left, having a radius of 843.63 feet, a central angle of 37°42'05", an arc length of 250.26 feet to the apparent intersection of the north right-of-way of said Cheek Sparger Road and the east right-of-way line of Heritage Avenue, continuing with said east right-of-way line a total arc length of 1281.93 feet and a long chord of North 42°29'27" East at 1162.08 feet to a 5/8 inch iron rod found for the end of said curve, same being the merging of the east right-of-way line of Woodpark Lane;

THENCE South 01°02'49" East with said east right-of-way line of Woodpark Lane, 750.80 feet to the southwest corner of the tract described to Charles A. Hoel, Jr. and wife, Mary lea Hoel as recorded in Volume 3522, Page 540 of said Deed Records;

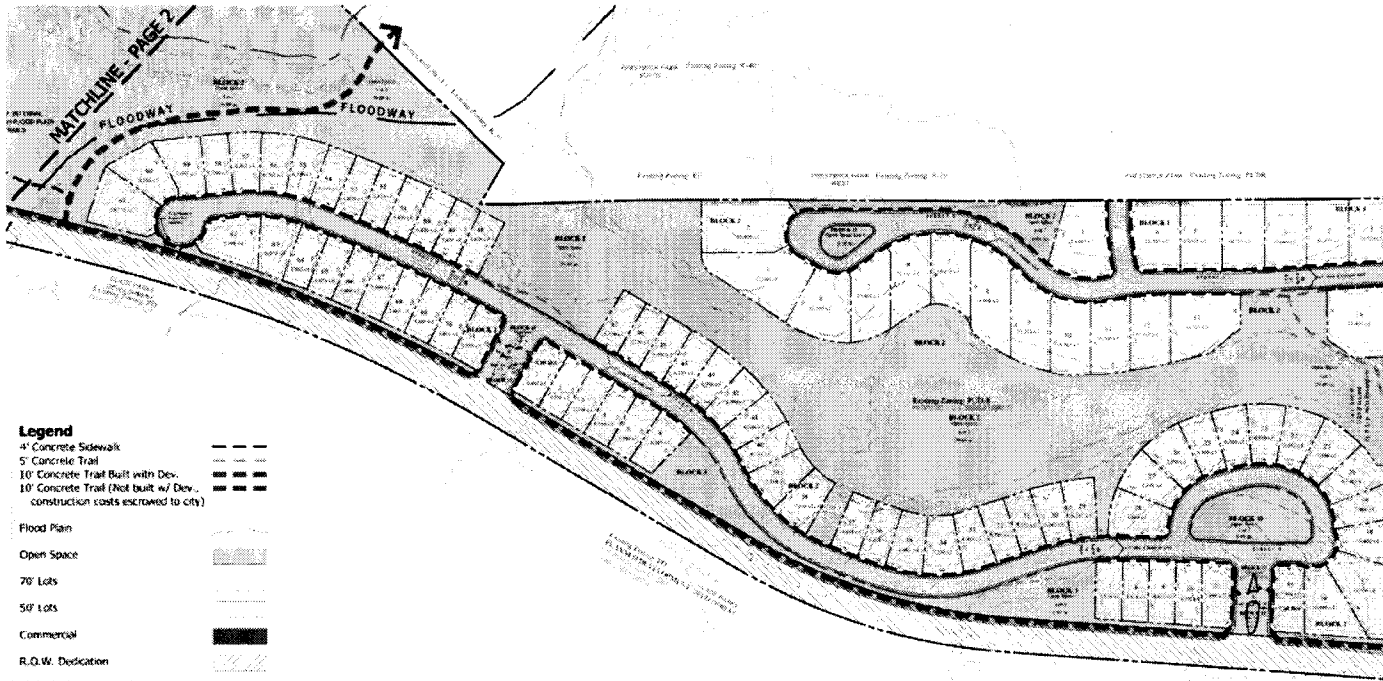
THENCE South 89°57'50" East with the south line of said Hoel tract, approximately 38.00 feet to the northwest corner of the tract described to Cheek-Sparger Properties, LLP., as recorded in Document No. 0206013089 of said Deed Records;

THENCE South 05°10'42" East, 58.85 feet to the beginning of a curve to the right;

THENCE southeasterly with said curve to the right, having a radius of 1058.63 feet, a central angle of 12°33'23", an arc length of 232.00 feet and a long chord of South 71°31'54" East at 231.54 feet;

THENCE South 65°18'09" East, 4.39 feet to said north City limit line of the City of Bedford and south City Limit line of the City of Colleyville;

THENCE North 89°52'47" West with said common City Limit line, 1065.70 feet to the place of beginning and containing 4.438 acres of land, more or less.



- Legend**
- 4" Concrete Sidewalk
 - 5" Concrete Trail
 - 10" Concrete Trail Built with Dev.
 - 10" Concrete Trail (Not built w/ Dev. - construction costs escrowed to city)
 - Flood Plan
 - Open Space
 - 70' Lots
 - 50' Lots
 - Commercial
 - R.O.W. Dedication

FOR LEGAL DESCRIPTION OF PROPERTY, SEE ATTACHED FILE

Owner:
Harrington Family
7000 Cherry Bark Lane
North Richland Hills, TX 76182

Applicant:
Terri / Manna, L.L.C.
395 W. State Hwy. 114, Suite 300
Southlake, TX 76092
Contact: Paul Spain

Planner:
SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture
1130 N. Central Ave., Ste. 200
Southlake, Texas 76092
TEL: 817-424-2626

Site Data Summary Chart

Single Family Residential Lots	228
Commercial Lots	1
Common Areas	17
COMMERCIAL	
Commercial Sites	1.90 ac.
RESIDENTIAL	
Residential Lots	41.50 ac.
Open Space	30.51 ac.
R.O.W.	13.19 ac.
R.O.W. Dedication (on Heritage)	7.24 ac.
Total Residential	94.44 ac.
GROSS AREA	96.36 AC

Residential Lot Summary

Residential Lots	228
Minimum Building Lot Area	5,000 s.f.
Average Building Lot Area	8,311 s.f.
Common Areas	17

L.U.D. / Zoning

Existing Zoning:	PUD-R
Proposed Zoning:	PUD-R

Notes:

- Planning Area A - Front Setbacks are 20', or 15' with a swing garage
- Planning Area A - Rear Setbacks are 30' Typical
- Planning Area A - Side Setbacks are 5'
- Planning Area B - Front Setbacks are 20', or 15' with a swing garage
- Planning Area B - Rear Setbacks are 10' Typical
- Planning Area B - Side Setbacks can be a center-load 5' sidewalk, 9'12' or 10'10'. (10' total, minimum between structures)
- There will be no outside storage onsite
- Open space lots & landscape easements will be maintained by the Homeowners Association (HOA).

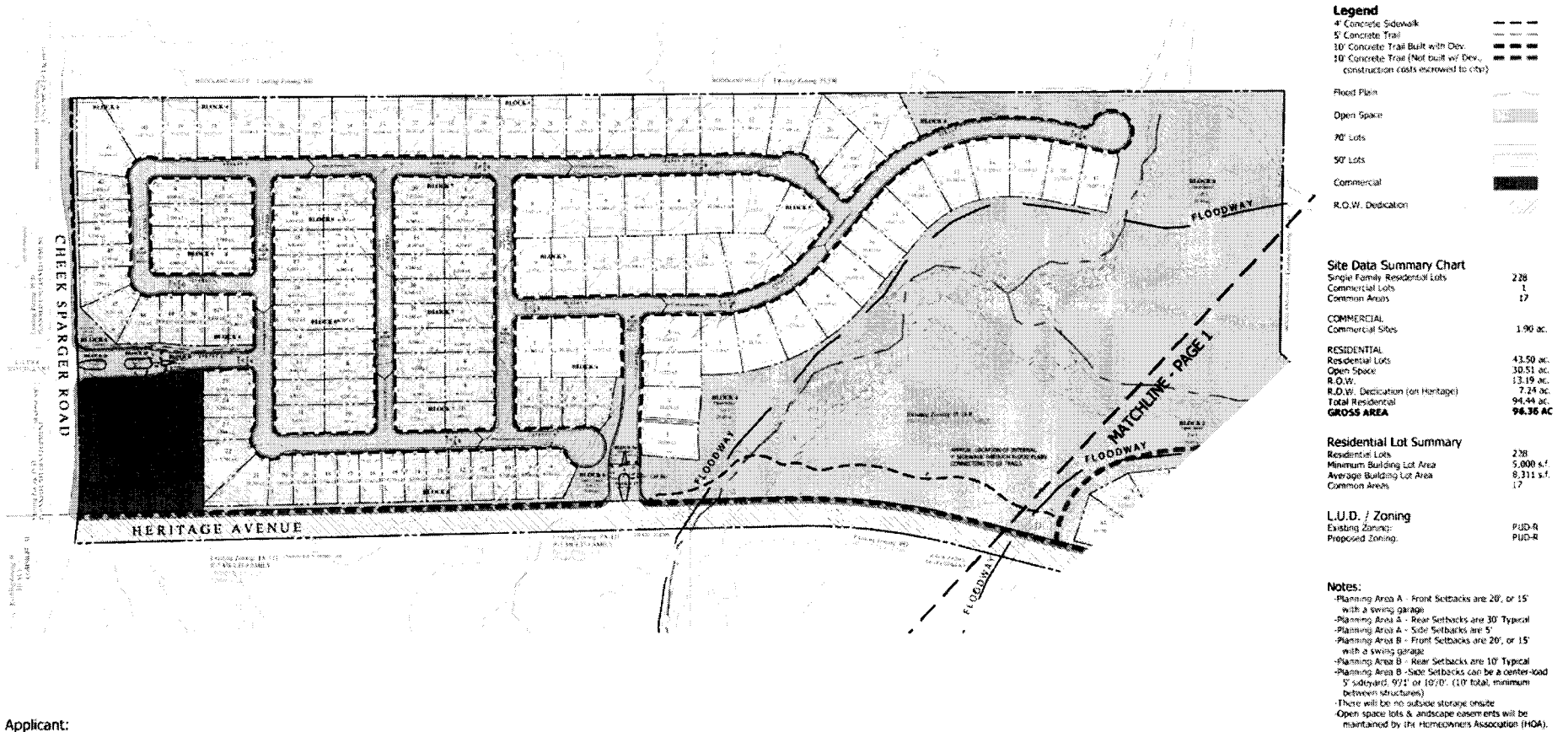
Zoning Exhibit for
Zoning Change Request
For PUD-R Amendment
Case # ZC13-017

Zoning Case #ZC13-017



Phase 2 Development Plan

Creekside at Colleyville



Applicant:
Terra / Manna, L.L.C.
395 W. Skote Hwy. 114, Suite 300
Southlake, TX 76092
Contact: Paul Span

Planner:
SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture
1130 N. Corns Ave., Ste. 200
Southlake, Texas 76092
TEL: 817-424-2626

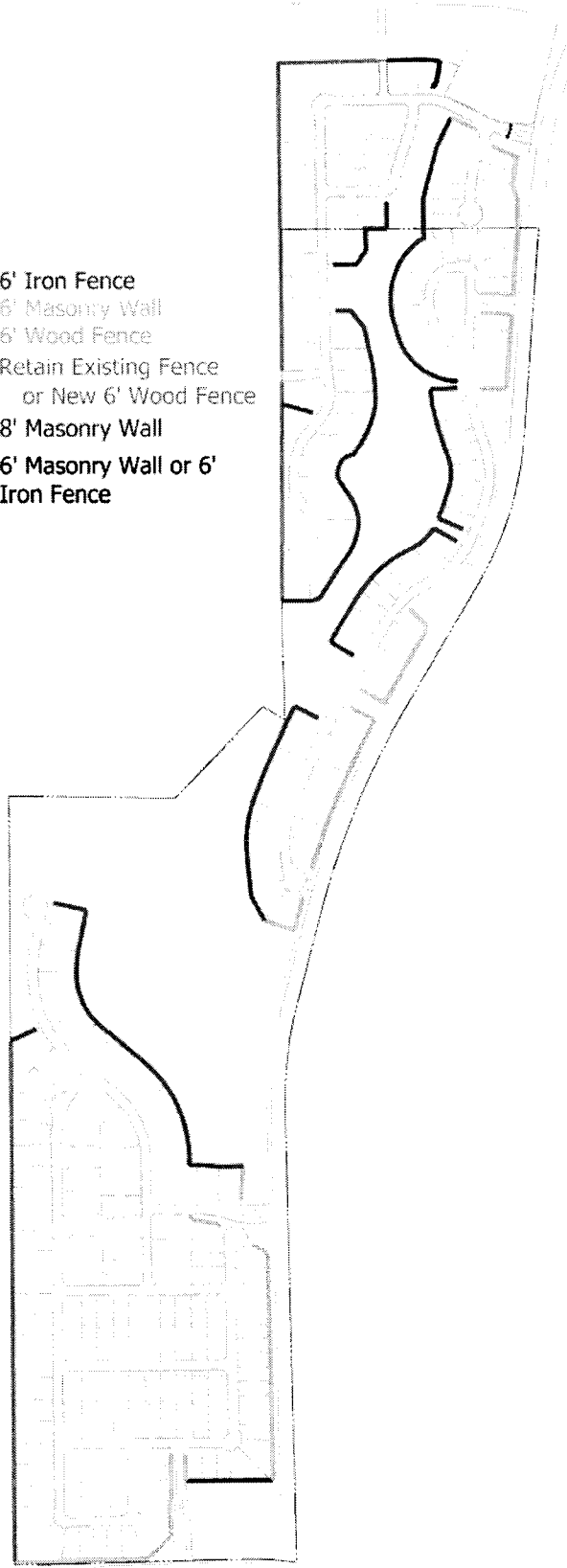


Phase 2 Development Plan

Creekside at Colleyville

Exhibit 'D'

6' Iron Fence
6' Masonry Wall
6' Wood Fence
Retain Existing Fence
or New 6' Wood Fence
8' Masonry Wall
6' Masonry Wall or 6'
Iron Fence



Owner:
Harrington Family
7000 Cherry Bark Lane
North Richland Hills, TX 76182

Applicant:
Terra / Manna, L.L.C.
395 W. State Hwy. 114, Suite 300
Southlake, TX 76092
Contact: Paul Spain

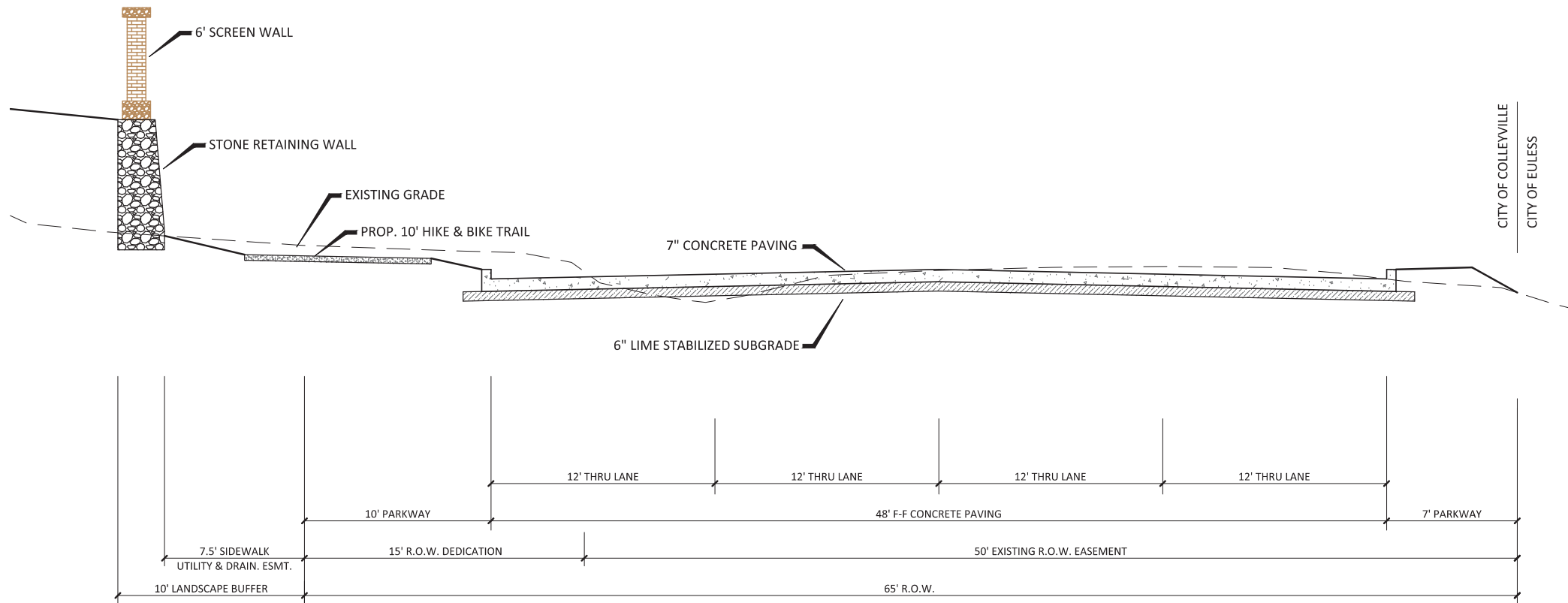
Planner:
SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture
1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
TEL: 817-424-2526

18 DEC 13



Wall/Fence Diagram

Potential Improved Cross-Section for Heritage Avenue Based on 65 foot ROW Proposed by Developer



TYPICAL SECTION
FOUR-LANE UNDIVIDED ROADWAY (65' R.O.W.)

UTILITIES NOT NEEDED TO SERVE PROPERTIES ON EULESS SIDE OF ROADWAY. THEREFORE, A STANDARD PARKWAY NOT NEEDED.

Phase Two Development Plan



Fence/Wall Type Locations



Legend

- 4' Concrete Sidewalk
- 5' Concrete Trail
- 10' Concrete Trail
- Flood Plain
- Open Space
- 70' Lots
- 50' Lots
- Commercial
- R.O.W. Dedication

FOR LEGAL DESCRIPTION OF PROPERTY, SEE ATTACHED FILE

Owner:
Harrington Family
7000 Cherry Bark Lane
North Richland Hills, TX 76182

Applicant:
Terra / Manna, L.L.C.
395 W. State Hwy. 114, Suite 300
Southlake, TX 76092
Contact: Paul Spain

Planner:

SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture

1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
TEL. 817-424-2626

Site Data Summary Chart

Single Family Residential Lots	228
Commercial Lots	1
Common Areas	17
COMMERCIAL	
Commercial Sites	1.90 ac.
RESIDENTIAL	
Residential Lots	43.50 ac.
Open Space	30.51 ac.
R.O.W.	13.19 ac.
R.O.W. Dedication (on Heritage)	7.24 ac.
Total Residential	94.44 ac.
GROSS AREA	96.36 AC

Residential Lot Summary

Residential Lots	228
Minimum Building Lot Area	5,000 s.f.
Average Building Lot Area	8,311 s.f.
Common Areas	17

L.U.D. / Zoning

Existing Zoning:	PUD-R
Proposed Zoning:	PUD-R

- Notes:**
- Planning Area A - Front Setbacks are 20', or 15' with a swing garage
 - Planning Area A - Rear Setbacks are 30' Typical
 - Planning Area A - Side Setbacks are 5'
 - Planning Area B - Front Setbacks are 20', or 15' with a swing garage
 - Planning Area B - Rear Setbacks are 10' Typical
 - Planning Area B -Side Setbacks can be a center-load 5' sideyard, 9'/1' or 10'/0'. (10' total, minimum between structures)
 - There will be no outside storage onsite
 - Open space lots & landscape easements will be maintained by the Homeowners Association (HOA).

Zoning Exhibit for
Zoning Change Request
For PUD-R Amendment
Case # ZC13-017

Zoning Case #ZC13-017

20 NOV 13

1" = 100'

0 100' 200' 400'

Phase 2 Development Plan

Creekside at Colleyville

Phase Two Development Plan



Legend

- 4' Concrete Sidewalk
- 5' Concrete Trail
- 10' Concrete Trail
- Flood Plain
- Open Space
- 70' Lots
- 50' Lots
- Commercial
- R.O.W. Dedication

Site Data Summary Chart

Single Family Residential Lots	228
Commercial Lots	1
Common Areas	17
COMMERCIAL	
Commercial Sites	1.90 ac.
RESIDENTIAL	
Residential Lots	43.50 ac.
Open Space	30.51 ac.
R.O.W.	13.19 ac.
R.O.W. Dedication (on Heritage)	7.24 ac.
Total Residential	94.44 ac.
GROSS AREA	96.36 AC

Residential Lot Summary

Residential Lots	228
Minimum Building Lot Area	5,000 s.f.
Average Building Lot Area	8,311 s.f.
Common Areas	17

L.U.D. / Zoning

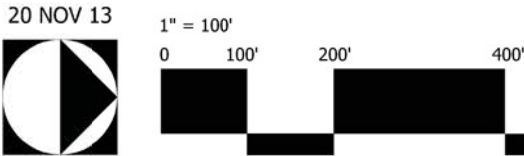
Existing Zoning:	PUD-R
Proposed Zoning:	PUD-R

- Notes:**
- Planning Area A - Front Setbacks are 20', or 15' with a swing garage
 - Planning Area A - Rear Setbacks are 30' Typical
 - Planning Area A - Side Setbacks are 5'
 - Planning Area B - Front Setbacks are 20', or 15' with a swing garage
 - Planning Area B - Rear Setbacks are 10' Typical
 - Planning Area B - Side Setbacks can be a center-load 5' sideyard, 9'1" or 10'0". (10' total, minimum between structures)
 - There will be no outside storage onsite
 - Open space lots & andscape easements will be maintained by the Homeowners Association (HOA).

Applicant:
Terra / Manna, L.L.C.
395 W. State Hwy. 114, Suite 300
Southlake, TX 76092
Contact: Paul Spain

Planner:

SAGE GROUP, INC.
Master Planning
Urban Design
Architecture
Landscape Architecture
1130 N. Carroll Ave., Ste. 200
Southlake, Texas 76092
TEL. 817-424-2626



Phase 2 Development Plan

Creekside at Colleyville

Zoning Exhibit for
Zoning Change Request
For PUD-R Amendment
Case # ZC13-017

Zoning Case #ZC13-017

RESOLUTION R-14-3732

**A RESOLUTION APPROVING A PRELIMINARY PLAT FOR
CREEKSIDE AT COLLEYVILLE ADDITION, PHASE TWO**

WHEREAS, the Planning and Zoning Commission recommended approval of the preliminary plat for Creekside at Colleyville Addition, Phase Two on February 24, 2014.

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

Sec. 1. THAT the preliminary plat for Creekside at Colleyville Addition, Phase Two, attached as Exhibit "A", is hereby approved subject to the following conditions:

- a. A waiver to the 80 foot right-of-way dedication requirement for Heritage Avenue as recommended by the Master Thoroughfare Plan is hereby approved only for the portion of Heritage Avenue showing a reduced right-of-way on Exhibit "A".
- b. In lieu of said 80 foot right-of-way dedication requirement, a minimum of 65 feet of right-of-way shall be dedicated for Heritage Avenue as shown on Exhibit "A".

AND IT IS SO RESOLVED.

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

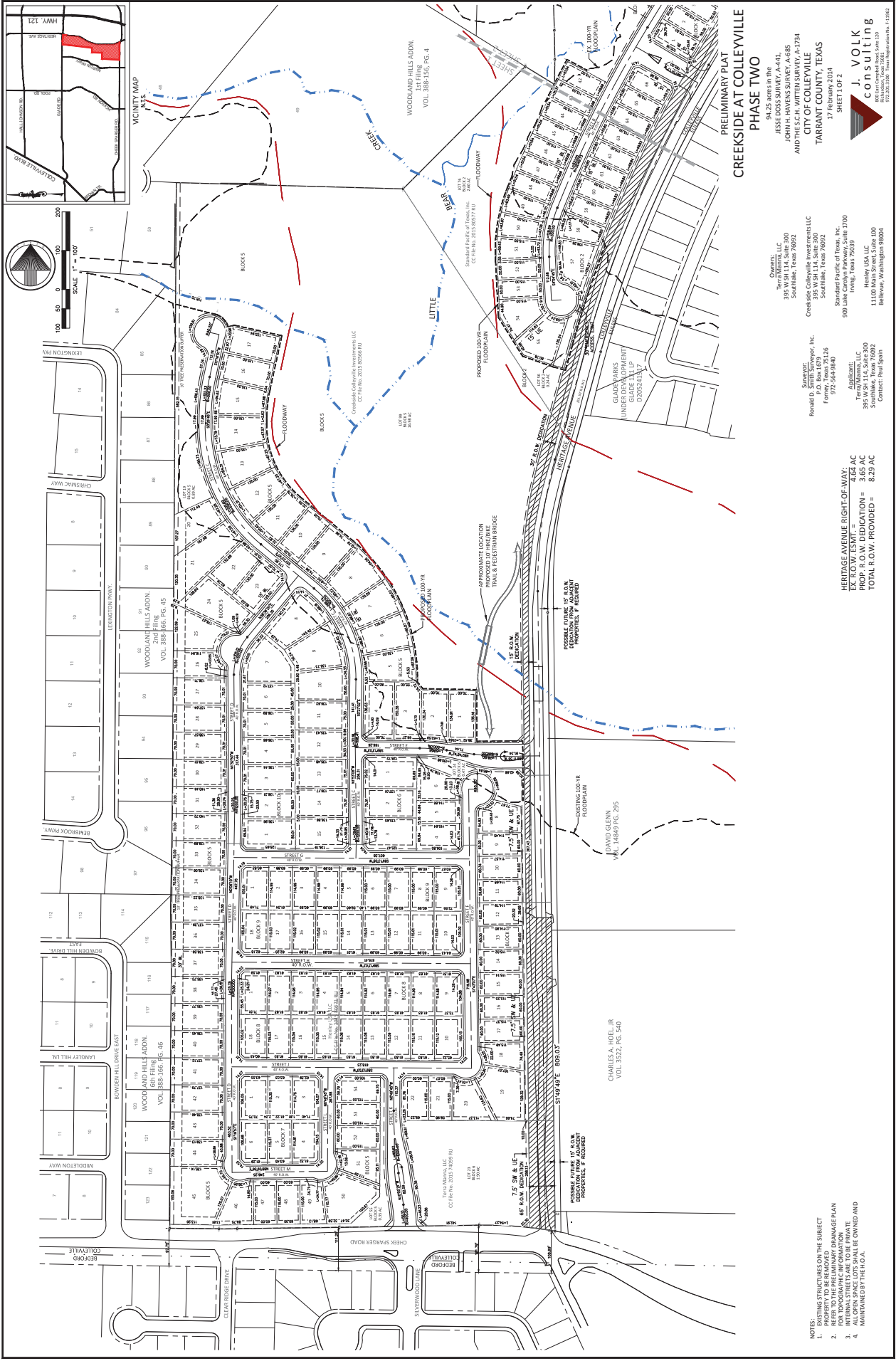
ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

Exhibit "A"



- NOTES:
1. EXISTING STRUCTURES ON THE SUBJECT PROPERTY ARE SHOWN IN BLACK.
 2. FOR TOPOGRAPHIC INFORMATION, REFER TO THE PRELIMINARY DRAINAGE PLAN.
 3. ALL OPEN SPACE LOTS SHALL BE OWNED AND MAINTAINED BY THE H.O.A.
 4. ALL OPEN SPACE LOTS SHALL BE OWNED AND MAINTAINED BY THE H.O.A.

HERITAGE AVENUE RIGHT-OF-WAY:
EX. R.O.W. ESMT. = 4.63 AC
PROP. R.O.W. DEDICATION = 3.65 AC
TOTAL R.O.W. PROVIDED = 8.28 AC

OWNERS:
Terra America, LLC
395 W SH 114, Suite 300
Southlake, Texas 76092

Surveyor:
Ronald D. Sweeney
Professional Engineer, No. 126
P.O. Box 1478
Southlake, Texas 76092
172-564-8465

Engineer:
Terra America, LLC
395 W SH 114, Suite 300
Southlake, Texas 76092
Contact: Tom Aguin

Surveyors:
Jesse H. Havens, Surveyor A-685
John H. Witten, Surveyor A-1794
City of Colleyville
Tarrant County, Texas
17 February 2024
SHEET 1 OF 2

J. Volck Consulting
800 East Campbell Road, Suite 200
Bellevue, Washington 98004
Professional Engineer No. 1-12582

PRELIMINARY PLAT
CREEKSIDE AT COLLEYVILLE
PHASE TWO

94.25 acres in the
JESSE DOSS SURVEY, A-441,
JOHN H. HAVENS SURVEY, A-685
AND THE S.C.H. WITTEN SURVEY, A-1734
CITY OF COLLEYSVILLE
TARRANT COUNTY, TEXAS
17 February 2014
SHEET 2 OF 2

J. VOLK
consulting
800 East Campbell Road, Suite 120
Richardson, Texas 75081
972-701-3100, Texas Business No. L-17962

Owners:
TerraMama, LLC
395 WSH 114, Suite 300
SodNHam, Texas 76092

Greenside Collegeville Inland Mills LLC
395 WSH 114, Suite 300
SodNHam, Texas 76092

Standard Pacific of Texas, Inc.
909 Law Croydon Railway, Suite 1700
Irving, Texas 75039

Henley USA LLC
11100 Main Street, Suite 100
Bellevue, Washington 98004

Surveyor:
Ronald D. Smith Surveyor, Inc.
P.O. Box 1679
Fort Worth, Texas 76166
972-564-8840

Applicant:
TerraMama, LLC
395 WSH 114, Suite 300
SodNHam, Texas 76092
Contact: Paul Spain



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7f

Agenda Date 03/18/2014

Number Resolution R-14-3733

Type Resolution

Department Community Development

Title

Consideration of a waiver request to Section 42-27(13)c(8) of the Colleyville Code of Ordinances regarding restrictions on construction working hours

Explanation

Reading and Public Hearing

Jeff Williams, Vice President of Preston Pierce Construction, is requesting a waiver to Section 42-27(13)c(8) of the Colleyville Code of Ordinances, which reads as follows:

"The following act, among others, is declared to be a nuisance: Construction work. The erection, including excavation, demolition, alteration, or repair work, of any building other than between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday, except in case of urgent necessity in the interest of public safety and convenience, and then only by permit from the city council, which permit may be renewed by the council during the time the emergency exists."

The applicant is the general contractor charged with current remodeling and alteration work to the Colleyville Downs Shopping Center located at 4701, 4709, 4717, 4725, 4801, and 4843 Colleyville Boulevard. This shopping center includes the new Whole Foods Market, along other new retailers and restaurants.

According to the attached letter, the applicant is requesting a waiver to the above section in order to allow construction work to occur on Sundays until the project is complete. According to the applicant, the Sunday work, if permitted, "will only take place inside the building and on the front wall of the building that faces Colleyville Boulevard" and there will be no work on the east side of the building or the back of the building that faces the residential properties to the east. The applicant states that the grand opening date is scheduled for July 8, 2014, and they are working diligently to be completed by that date, but their schedule is extremely "tight".

Given the sizable economic impact of the shopping center and the fact that there will be no work occurring on the east or south side of the building adjacent to existing residential neighborhoods on Sundays, staff concurs with the applicant's request.

Financial Impact

There is no financial impact to the City.

Recommendation

Approval with the following conditions:

- a. Construction work is permitted to occur on Sundays provided said activity is restricted to inside the building and shall only be permitted outside of the building on the front portion of the building and property facing, and adjacent to, Colleyville Boulevard.
- b. This waiver shall only apply to all authorized construction work performed at 4701, 4709, 4717, 4725, 4801, and 4843 Colleyville Boulevard.
- c. Construction noise generated on Sundays shall not exceed 50 decibels as measured at any property line where the principal land use is for residential purposes.
- d. This waiver shall expire on July 8, 2014.
- e. All requirements of the Colleyville Code of Ordinances, including Section 42-27(13)c(8), shall be met except where specifically amended herein.

Attachments

1. Applicant's Request
2. Resolution R-14-3733

Applicant's Request



Preston Pierce Construction
2000 McKinney Avenue, Suite 1225
Dallas, TX 75201
214.468.9178

March 11, 2014

Ron Ruthven
City of Colleyville
5209 Colleyville Blvd
Colleyville, TX 76034

Re: Waiver Request for Colleyville Downs (Whole Foods Project)

Mr. Ruthven,

Preston Pierce Construction is the contractor on the Colleyville Downs / Whole Foods Project located at the corner Glade Rd and Colleyville Blvd. The grand opening date is scheduled for July 8th and we are working diligently to be completed by that date, but our schedule is extremely tight. In order to keep the project on schedule, we are requesting a waiver to the city ordinance that would allow work to take place on Sunday's between the hours of 8:00 am to 6:00 pm.

The Sunday work will only take place inside the building and on the front wall of the building that faces Colleyville Boulevard. We will not work on the east side of the building or the back of the building that faces the residential subdivisions. We appreciated your willingness to review our request and please let us know if you have any questions.

Regards

Jeff Williams
Vice President
Preston Pierce Construction

RESOLUTION R-14-3733

**A RESOLUTION APPROVING A CONDITIONAL WAIVER TO SECTION
42-27(13)c(8) OF THE COLLEYVILLE CODE OF ORDINANCES**

WHEREAS, Jeff Williams, Vice President of Preston Pierce Construction, is requesting the allowance of construction work on Sundays in order to complete the remodel and alteration of the Colleyville Downs Shopping Center in a timely manner.

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

Sec. 1. THAT the waiver request described above is hereby approved subject to the following conditions:

- a. Construction work is permitted to occur on Sundays provided said activity is restricted to inside the building and shall only be permitted outside of the building on the front portion of the building and property facing, and adjacent to, Colleyville Boulevard.
- b. This waiver shall only apply to all authorized construction work performed at 4701, 4709, 4717, 4725, 4801, and 4843 Colleyville Boulevard.
- c. Construction noise generated on Sundays shall not exceed 50 decibels as measured at any property line where the principal land use is for residential purposes.
- d. This waiver shall expire on July 8, 2014.
- e. All requirements of the Colleyville Code of Ordinances, including Section 42-27(13)c(8), shall be met except where specifically amended herein.

AND IT IS SO RESOLVED.

PASSED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS
THE 18TH DAY OF MARCH 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 9

Agenda Date 03/18/2014

Type Report

Department City Secretary

Title

Parks and Recreation Advisory Board Meeting Minutes - October 21, 2013
Planning and Zoning Commission Meeting Minutes - February 10, 2014

Attachments

1. Parks and Recreation Advisory Board Meeting Minutes-October 21, 2013
2. Planning and Zoning Commission Meeting Minutes - February 10, 2014



City of Colleyville

Parks and Recreation Advisory Board Minutes

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

Monday, October 21, 2013
6:30 p.m.

Colleyville Public Library
110 Main Street
2nd Floor Meeting Room

1. CALL TO ORDER

Chairperson Suzanne Hughes called the meeting of the Parks and Recreation Advisory Board to order on October 21, 2013 at 6:35 p.m.

ROLL CALL

Present: Chairperson Suzanne Hughes, Board Members Ken Llewellyn, Kathryn Wheat, Carel Tornes, Michelle McGarry. City staff: Library, Parks and Recreation Director Mary Rodne, Assistant City Manager/Chief Financial Officer Terry Leake, Park Superintendent Tim Hightshoe, Recreation Manager Lisa Escobedo, and Administrative Assistant Kathy Moore.

Absent: Board Member Thomas Parker and Charles Bethards

2. APPROVAL OF MINUTES

April 1, 2013

Board Member Carel Tornes moved to approve the April 1, 2013 minutes as written. Ken Llewellyn seconded the motion. The motion carried with a unanimous vote.

3. REGULAR AGENDA ITEMS

3a Discussion of the Longwood Property Designation

Assistant City Manager/Chief Financial Officer Terry Leake provided an update on the Longwood property designation; noting that at the April 2, 2013 Pre Council meeting, Council members discussed the designation of two parcels of donated land which totals approximately 8.1 acres and is located at 7201 Colleyville Boulevard. She stated that the two parcels were used in 1999 to obtain a matching grant from the Texas Parks and Wildlife Department (TPWD) for the development of Kimzey Park. Additionally, she stated that 7.3 acres of the total acreage is located within the Federal Emergency Management Agency (FEMA) 100 year floodplain.

Leake informed Board members that Council requested that they review the designation of the land and make recommendations for direction of possible future use. A lengthy discussion continued concerning limitations, restrictions and development guidelines for this open space. Staff and Board members agreed to tour the property to gain a better understanding of the issues associated with the property. Staff will schedule a tour for Saturday, November 2, 2013 at 10:30 a.m. and post as a public meeting.

3b Update of Trail Construction

Parks Superintendent Tim Hightshoe gave an overview on current trail construction project plans.

- The Webb House Trail will tie Bransford Park/Webb House into the Cotton Belt Trail. The trail will be constructed following the installation of the quad gates on the railroad and has a scheduled start date of March 2015.
- Pleasant Run Trail (Bogart Drive to Mission Lane) will be built in conjunction with the Pleasant Run Road Improvement Project, which is cost effective for the City. Construction on the project is anticipated to begin early 2014.
- The completion of the Cotton Belt Trail – Phase III project will connect to the existing sections at John McCain Road and continue to the Colleyville, Grapevine city limits. This portion of the trail is scheduled to be constructed along with the SH26 project estimated to be in place late Summer/Fall 2014.

3c Overview of Colleyville Youth Athletic Associations

Tim Hightshoe prepared a presentation for City Council with an overview of the Colleyville Youth Athletic Associations, which he presented to the Parks and Recreation Advisory Board members.

The presentation highlights included:

- History of the athletic associations
- Facility use per association
- Five-year history of participation
- Current annual participation
- What Colleyville provides
- What the associations provide
- Expenditure and revenue history
- Donation history
- City field use
- GCISD interlocal agreements
- Area user fee comparison

The Board members all agreed that the report was very informative and thanked Tim for all his work.

3d Update of the Senior Center Rebranding Study

Library, Parks and Recreation Director Mary Rodne gave an overview on the Senior Center Project study. Rodne informed Board members that Hidell Associates Architects began work on the study in May, with background research of the surrounding senior facilities to see what they were offering. Hidell toured several of these facilities, including the Summit in Grand Prairie which is consider to be the premier facility in this area.

Rodne stated that a public meeting was held on June 20 to seek input from the community as to what programs and activities they would like to see at our facility. Hidell presented the finding from their study of other facilities, along with an overview of what Colleyville is currently offering; the meeting offered time for discussion and suggestions from attendees. She noted that the City offered a written and online survey to all citizens through September 16 for additional input.

Rodne continued stating that Hidell has completed possible scenarios that incorporate all their research and community input. Staff would like to hold a joint worksession with the Parks and Recreation Advisory Board and the Senior Center Advisory Committee for a formal presentation by Hidell Associates Architects to present their findings. She noted that the meeting date has been set for November 21 at 6:30 p.m.; it was agreed that staff would send out a reminder notice prior to the meeting date.

3e Approval of Voluntary Park Funds for annual maintenance leveling, of athletic fields at City Park

Parks Superintendent Tim Hightshoe requested a recommendation from the Parks and Recreation Advisory Board for the annual leveling of athletic fields at City Park.

Hightshoe stated that there is a need for annual enhancements of the competitive baseball and softball fields; adding that current conditions pose a safety hazard when the ball is in play due to uneven elevations where the skinned areas meet the turf. He noted that approval of funding from the Voluntary Park Fund would allow for a three year rotation of game fields to be laser leveled at City Park. Estimates for this service would require \$30,000 annually to be paid from the Voluntary Park Fund; the current fund balance is \$553,287, with an average monthly donation amount of \$12,963 in revenue during the 2013 Fiscal Year.

After a short discussion, Kathryn Wheat made a motion to recommend to City Council the approval of the use of Voluntary Park Funds for annual laser leveling maintenance of athletic fields at City Park. Michelle McGarry seconded the motion. The motion carried with a unanimous vote.

3f Update of the Improvements at L.D. Lockett Park and trail head

Superintendent Hightshoe report to the Board that \$100,000 had been allocated from the Colleyville Economic Development Corporation (CEDC) for improvements at the L.D. Lockett Park and Trailhead. He noted that staff has retained the services of Hidell Associates Architects to provide conceptual drawings with proposed renovations, and an estimated cost for construction.

Hightshoe reviewed the timeline for the project, noting that a public meeting is set for January 30, 2014 to gather citizen input; he requested that Board members attend the meeting if possible.

3g Discussion of Items for Future Agendas

- Due to the aging demographics of Colleyville, Carel Tornes requested that we add adult recreational opportunities as a future agenda item for discussion; he noted Adult activities not Senior activities.
- Carel Tornes suggested that we add to a future agenda the topic of Parks and Pets, possible events with pets and pet friendly options.

4. REPORTS

4a Recreation, Athletics, Tennis, and Senior Reports

Lisa Escobedo, Recreation and City Events Manager updated the Board on Recreation, Athletics, Tennis and the Senior Center activities for the months of April through October. Noted highlights for the Recreation Department included the Texas Junior Anglers free fishing event held in April with over 100 participants; The Senior Center hosted a National Scrapbooking Day on April 27 with 56 women in attendance; In July a Mid-Summer Movie in the Park night was held in honor of National Parks and Recreation Month; and on October 19 we held our annual Haunted Trail Fest at the Colleyville Nature Center with approximately 1500 participants.

Escobedo stated that Colleyville Soccer Association had a new girl's select summer soccer program. She continued noting that the spring volleyball season finished on June 1, with 152 girls participating to form 10 division I teams and 7 division II teams; the fall volleyball season saw an even greater enrollment with 164 girls participating, forming 12 division I teams and 5 division II teams. It was noted that Colleyville baseball, softball, soccer and lacrosse began their fall seasons in September and will continue through November.

Lisa stated that the tennis program held the Mid-Cities Tournament on July 19 with 114 participants, the highest number for a summer tournament to date. The summer tennis leagues had 5 teams and generated \$1,286 in revenue; while the fall league had 16 teams with \$3,832 in revenue. Escobedo noted that the Colleyville Junior

Tennis Team participated in a charity event for Cook Children's Health Foundation, raising \$1,517 for children with leukemia lymphoma.

The Senior Center offered AARP Free Tax Help February 5 through April 9 with 177 tax returns prepared. A pie baking contest was added in July, and prizes were awarded for the top four pies. Additionally, the Center offered nine trips in the months of April through September; and the Annual Senior Health Fair was held on September 13 with 47 vendors, and approximately 80 seniors in attendance.

4b Parks Operations and Capital Improvement Status Report

Tim Hightshoe stated that we had already covered the trail projects, so he continued with the miscellaneous park projects. He reported that repairs were made to the pole barn at McPherson Park, along with a fire retardant treatment to the log cabin. Additionally, doggie stations were added to the Sparger Park trail loop and trash can lids were installed throughout the parks to assist in litter control. An item of interest included the donation of three wind sculptures by the Colleyville Garden Club to be incorporated into the wild flower area at Bransford Park.

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

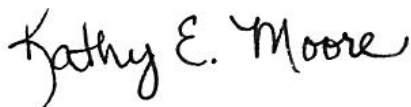
There were no citizen comments/presentations regarding items not on the agenda.

6. ADJOURNMENT

Kathryn Wheat moved to adjourn the meeting at 8:24 p.m. Carel Tornes seconded the motion. The motion carried with a unanimous vote.

*APPROVED BY A VOTE OF 7 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 17th DAY OF **February 2014**.*

Minutes taken and prepared by:



Kathy E. Moore
Administrative Assistant



City of Colleyville Planning and Zoning Commission Minutes

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

Monday, February 10, 2014

City Council Chambers

CALL MEETING TO ORDER

The Planning and Zoning Commission meeting of the City of Colleyville was called to order by Vice-Chairman Knox on January 27, 2014 at 7:06 p.m.

Roll Call

Present: Commissioners Carel Tornes, Jim Gotcher, Don Davis, David Phelps and Vice-Chairman Larry Knox

Absent: Commissioner David Wheelwright and Chairman Byerly

Staff Present: Ron Ruthven, Mary Elliott, Taci Wrisley, Rob McKeown, and Matt Butler (City Attorney)

1. APPROVAL OF MINUTES

Commissioner Phelps made a motion to approve the minutes as written. Commissioner Tornes seconded.

The motion to approve the minutes as written carried by the following vote:

Aye: 5 –Tornes, Gotcher, Davis, Phelps, and Knox

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 sidewalk waiver for Lot 1, Block 1, of the Braums Addition, located at 4500 Colleyville Boulevard, Case GC14-002

Mary Elliott presented the case and briefed the Commission.

Gordon Pulis, applicant, came forward on behalf of Braum's and

briefed the Commission.

Commissioner Gotcher questioned Mr. Pulis regarding whether there had been any issues with pedestrians walking down Mill Valley Drive and trying to cross State Highway 26. Mr. Pulis replied not that he was aware of.

Commissioner Phelps questioned Mr. Pulis regarding whether the proposed remodel would be contained within the existing footprint of the building. Mr. Pulis replied yes.

Commissioner Phelps questioned Mr. Pulis regarding whether he was aware of any contact with the Texas Department of Transportation regarding the relocation of the Braum's driveways. Mr. Pulis replied they have not been contacted regarding this matter by anyone.

Commissioner Phelps questioned Mr. Pulis regarding whether he would have any objections to being required to construct the Mill Valley Drive sidewalk. Mr. Pulis replied he did not believe there would be any objections to building the sidewalk along Mill Valley Drive, however, he believes there are some elevation issues in that location. Mr. Pulis further stated they would comply with any requirements the Commission approved.

Commissioner Gotcher questioned Mr. Pulis regarding whether he was in agreement with the interpretation that the remodel was valued at more than 50 percent of the property value, thus making the sidewalk a requirement. Mr. Pulis replied he agrees with the interpretation.

Commissioner Phelps made a motion to deny the waiver for the sidewalk located along Mill Valley Drive and to allow escrow for the sidewalk along State Highway 26 for Case GC14-002. Commissioner Gotcher seconded.

Discussion occurred amongst the Commission regarding a motion and which portions of a sidewalk should be constructed.

The motion to deny the waiver for the sidewalk located along Mill Valley Drive and to allow escrow for the sidewalk along State Highway 26 for Case GC14-002 failed by the following vote:

Aye: 2 – Gotcher and Phelps

Nay: 3 – Tornes, Davis, and Knox

Commissioner Tornes made a motion to deny Case GC14-002 with the condition that escrow be paid in lieu of construction. Commissioner Davis seconded.

The motion to deny Case GC14-002 with the condition that escrow be paid in lieu of construction carried by the following vote:

Aye: 4 – Tornes, Gotcher, Davis, and Knox

Nay: 1 - Phelps

- 3b** Request for a preliminary plat on 97 acres of Abstract 441 of the Jesse Doss Survey, Abstract 685 of the John H. Havens Survey, and Abstract 1734 of the S. C. H. Witten Survey, located in the 4900 block of Heritage Avenue, Case PC13-027

Ron Ruthven stated staff recommends this item be continued to the next scheduled Planning and Zoning Commission meeting on February 24, 2014 at the recommendation of the City Attorney.

Commissioner Davis made a motion to continue Case PC13-027 to the next Planning and Zoning Commission meeting on February 24, 2014. Commissioner Gotcher seconded.

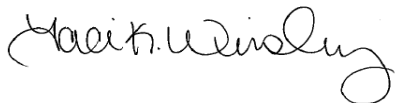
The motion to continue Case PC13-027 to the next Planning and Zoning Commission meeting on February 24, 2014 carried by the following vote:

Aye: 5 –Tornes, Gotcher, Davis, Phelps, and Knox

4. ADJOURNMENT

The meeting adjourned at 7:21 p.m.

The minutes were written and prepared by:



Taci Wrisley
Planning and Zoning Assistant

The meeting minutes were approved on February 24, 2014 by a vote of 6-0.

RESOLUTION R-14-3734

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR
CITY COUNCIL MEETING OF
MARCH 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 MARCH 2014.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor