



# City of Colleyville City Council Agenda

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

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Tuesday, July 21, 2015

City Council Chambers

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**PRE COUNCIL MEETING  
EXECUTIVE SESSION  
4:30 P.M.  
EXECUTIVE CONFERENCE ROOM  
THIRD FLOOR**

**CALL TO ORDER**

- PC-1** Discussion and update about the Bedford Response Area of Colleyville (BRAC)
- PC-2** Discussion and update on the SH26/Colleyville Boulevard Construction Project
- PC-3** Discussion of Pleasant Run Park improvements
- PC-4** Discussion of potential amendments to Chapter 2 - Definitions and Chapter 5 - Tree Preservation of the Land Development Code
- PC-5** Discussion of compensation market study results and recommendations
- PC-6** Discussion of the July 21, 2015, 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 on contemplated litigation (Camden Lock LLC)

Section 551.071 - Legal - Consultation with attorney regarding litigation - Billy McCullough v. City of Colleyville

Section 551.071 - Legal - Consultation with attorney regarding litigation - Michael S. Newman v. City of Colleyville and City of Keller

Section 551.071 - Legal - Consultation with attorney regarding litigation - Village Monticello Partners, LTD. 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: Jackie Stratton, Colleyville Baha'i Community**

**PLEDGE OF ALLEGIANCE: City Attorney Matthew Boyle**

**2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - Resolution R-15-3890**

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

**Announcements of civic and charitable events**

**Presentation of calendar events and updates**

**Announcements of awards and recognition**

Presentation of a donation to Special Olympics Texas from the Colleyville Old Tyme BBQ event - Doug Ray, Senior Development Director - Law Enforcement Torch Run, Special Olympics Texas and Mayor David Kelly

**4. CONSENT: READING AND PUBLIC HEARING- Resolution R-15-3891**

**4a** Approval of the minutes of the regular City Council meeting of July 7, 2015

- 4b** Approval of bid awards for medical insurance to Blue Cross Blue Shield; dental insurance to UNUM; and third-party administration of the flexible spending account and health reimbursement account to Total Administrative Services Corporation, and authorize the city manager to execute the agreements
- 4c** Approval of a change order to the SH26 Reconstruction Project in the amount of \$109,204.67 for construction of the Cotton Belt Trail from the bridge over Big Bear Creek to the south end of the retaining wall on SH26, and authorize the city manager to execute the change order

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

**5a Ordinance O-15-1961**

Consideration of a zoning change from the R-40-Single Family Residential zoning district to the R-20-Single Family Residential zoning district on Lots 23A and 23D, Block 1, of the Westcoat Place Addition, located at 5805 Bettinger Drive, Case ZC15-010

**6. RESOLUTION(S): READING AND PUBLIC HEARING**

**6a Resolution R-15-3892**

Approval of a resolution dissolving the Colleyville Events Steering Committee, Colleyville Sidewalks Committee, Senior Center Advisory Committee, and Traffic Safety Advisory Committee

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

**8. REPORTS**

Planning and Zoning Commission Meeting Minutes - June 8, 2015

Monthly Financial Report - June 2015

**9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR JULY 21, 2015 - READING AND PUBLIC HEARING - RESOLUTION R-15-3893**

**10. ADJOURNMENT**

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*I hereby certify this agenda was posted on City Hall bulletin boards Friday, July 17, 2015 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](http://www.colleyville.com)

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**Agenda Number** PC-1

**Agenda Date** 07/21/2015

**Type** Pre Council

**Department** Fire

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## **Title**

Discussion and update about the Bedford Response Area of Colleyville (BRAC)

## **Strategy Map Connection**

C5- Achieve the highest standards of safety and security

C2- Deliver high quality and unique customer service

B4- Cultivate a culture of transparency and consistent communication

B2- Proactively seek process improvements and sustainable solutions

## **Explanation**

As early as 1991, the City of Colleyville began discussions regarding the need for an additional fire station located in the southeast part of the City of Colleyville. The discussions centered around locating the station on the south side of Little Bear Creek, to not only lower response time to that portion of the City, but also to have fire stations located on both sides of the creek. At the same time, the City of Bedford was also discussing their need for an additional fire station to service the north end of their city.

Realizing there was a common need, the two cities began exploring the possibility of building a shared fire station located within the City of Bedford. At the time, each city had only one fire station. The new station was to service the northeastern portion of Bedford and the southeastern portion of Colleyville.

On September 11, 1995, the two cities entered into an interlocal agreement to build a new fire station located in Bedford. This joint venture established the City of Bedford's second fire station, which was referred to as the "joint station", serving both Bedford and Colleyville. The City of Bedford funded the costs of site acquisition, the facility, equipment, staffing, and operational costs. The City of Colleyville agreed to pay the City of Bedford \$200,000 per year for the services rendered within the southeast portion of Colleyville or the Bedford Response Area of Colleyville (BRAC). The interlocal agreement further provided for Bedford to receive annual increases in payments reflective of the annual Consumer Price Index (CPI), plus increases that might be caused by state mandated staffing requirements. The agreement was for a 20-year term with no provision for withdrawal by either city. The interlocal agreement, as established, will terminate on September 11, 2015.

On September 11, 1995, the Colleyville City Council approved Resolution, R-95-1150 authorizing the mayor to sign an interlocal agreement with the City of Bedford to

provide fire and emergency medical services in the area south of Glade Road and east of Colleyville Boulevard. The interlocal agreement called for the Bedford fire station to be operational by September 1, 1996, however, the station did not officially open until December 1996. The interlocal agreement included a five year re-evaluation of the fees paid to the City of Bedford, including a provision to share ambulance revenue on a semi-annual basis.

On August 15, 1998, the City of Colleyville and the City of Bedford signed a Memorandum of Agreement (MOU) amending the primary response area within Colleyville to include an area generally south of Little Bear Creek and east of Bedford Road. This effectively reduced the BRAC response area by more than half of its original size. All other provisions of the interlocal agreement remained the same.

On May 20, 2002, the 1998 MOU was formally adopted by the Colleyville City Council by approval of Resolution R-02-1960. The Bedford City Council also approved the MOU by passing Resolution 02-40 on June 11, 2002. Included was a change that transferred ambulance transports in the BRAC to the City of Colleyville.

Subsequently, the response area changed again slightly with the adoption of a City-wide box map system that is aligned with Mapsco grid boxes. These changes were minimal and had a negligible effect on response numbers, especially since the resumption of ambulance transports by the Colleyville Fire Department.

In January 2008, the City of Colleyville opened Fire Stations 1 and 2, bringing the number of fully operational fire stations to three. New Fire Station 1 was relocated from 1900 Hall-Johnson Road to 5209 Colleyville Boulevard. Fire Station 2, located at 5212 Pool Road, was built to include the calls for service in the southeast area of Colleyville. With this in mind, the fire chiefs of Colleyville and Bedford informally amended the BRAC area again, reducing it to one quarter of the original agreed upon area, but did not agree to any other modifications of the original interlocal agreement.

During the period of 1997 through 2015, the City of Colleyville remitted a total of \$4,668,807 to the City of Bedford for the services provided within the BRAC. A full chart of the payments and Consumer Price Index (CPI) totals are attached as "BRAC Payments to Bedford".

At the time the original interlocal agreement was established, fire and emergency medical service was sorely needed in this geographic area. Both Colleyville and Bedford were in the beginning stages of unprecedented growth. The foresight to embark on a shared services plan such as the BRAC was ahead of its time and has served each city well. However, the Colleyville Fire Department is now well positioned to resume full service to the area addressed by the BRAC. In addition, the City of Colleyville has established mutual aid agreements with the surrounding municipalities that will assist in the event it is ever needed to supplement Colleyville Fire Department services. Also, as a part of the Colleyville City Council approved staffing plan for the Fire Department, the funding now utilized for payment of the BRAC could be available to off-set salaries for the additional fire fighters hired over the past few years.

Staff recommends the Bedford Response Area of Colleyville (BRAC) be allowed to terminate without renewal. Fiscal obligation to the City of Bedford will cease when the BRAC expires on September 11, 2015, however, a 30-day written notice is being requested by the City of Bedford.

**Attachments**

1. Bedford Response Area of Colleyville (BRAC) Presentation
2. Resolution No. 02-40
3. City Council Resolution R-02-1960
4. City Council Agenda Briefing-11-07-2006 - Discussion of fire station debt sale and long range fire staffing plan
5. BRAC Payments To Bedford
6. Resolution R-95-1150



# Bedford Response Area of Colleyville (BRAC)

Pre Council Meeting  
July 21, 2015



# Bedford Fire Station #2

Operational December 1996



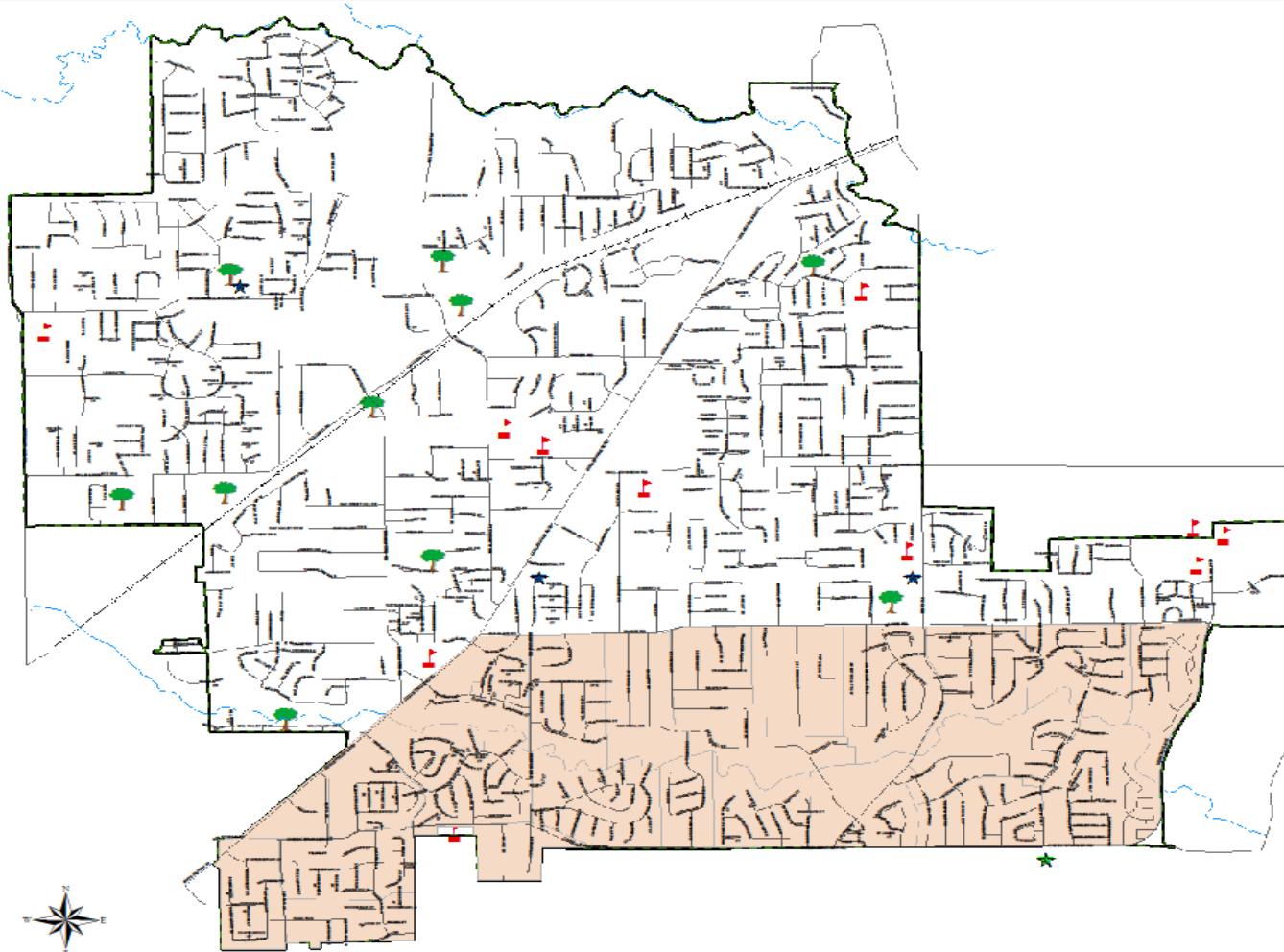
# BRAC Service Area 1995

Glade Rd (N), Cheek-Sparger Rd (S), Heritage Ave (E) Colleyville Blvd (S)

## BRAC SERVICE AREA OVER TIME 1995

### Legend

-  BRAC1995
-  City\_Limit
-  Creeks
-  BRAC
-  FIRE STATION #1
-  FIRE STATION #2
-  FIRE STATION #3
-  Parks
-  Schools
-  Railroad





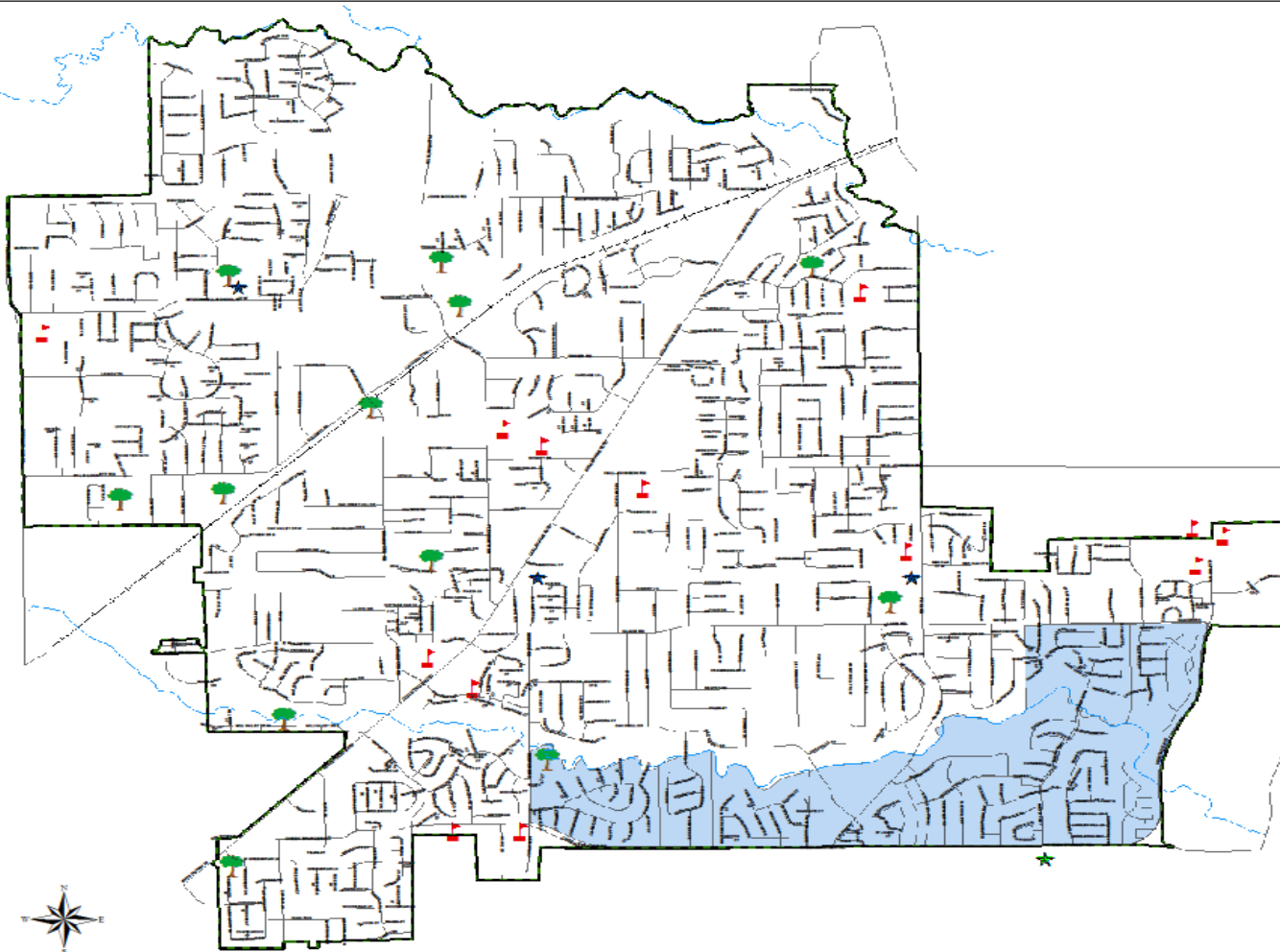
# BRAC Service Area 1998

Glade Rd from Jackson Rd to Heritage Ave (N), Little Bear Creek to Cheek-Sparger (S), Heritage Ave (E) Bedford Rd (W)

## BRAC SERVICE AREA OVER TIME 1998

### Legend

-  BRAC1998
-  City\_Limit
-  Creeks
-  BRAC
-  FIRE STATION #1
-  FIRE STATION #2
-  FIRE STATION #3
-  Parks
-  Schools
-  Railroad



# Colleyville Fire Station #2

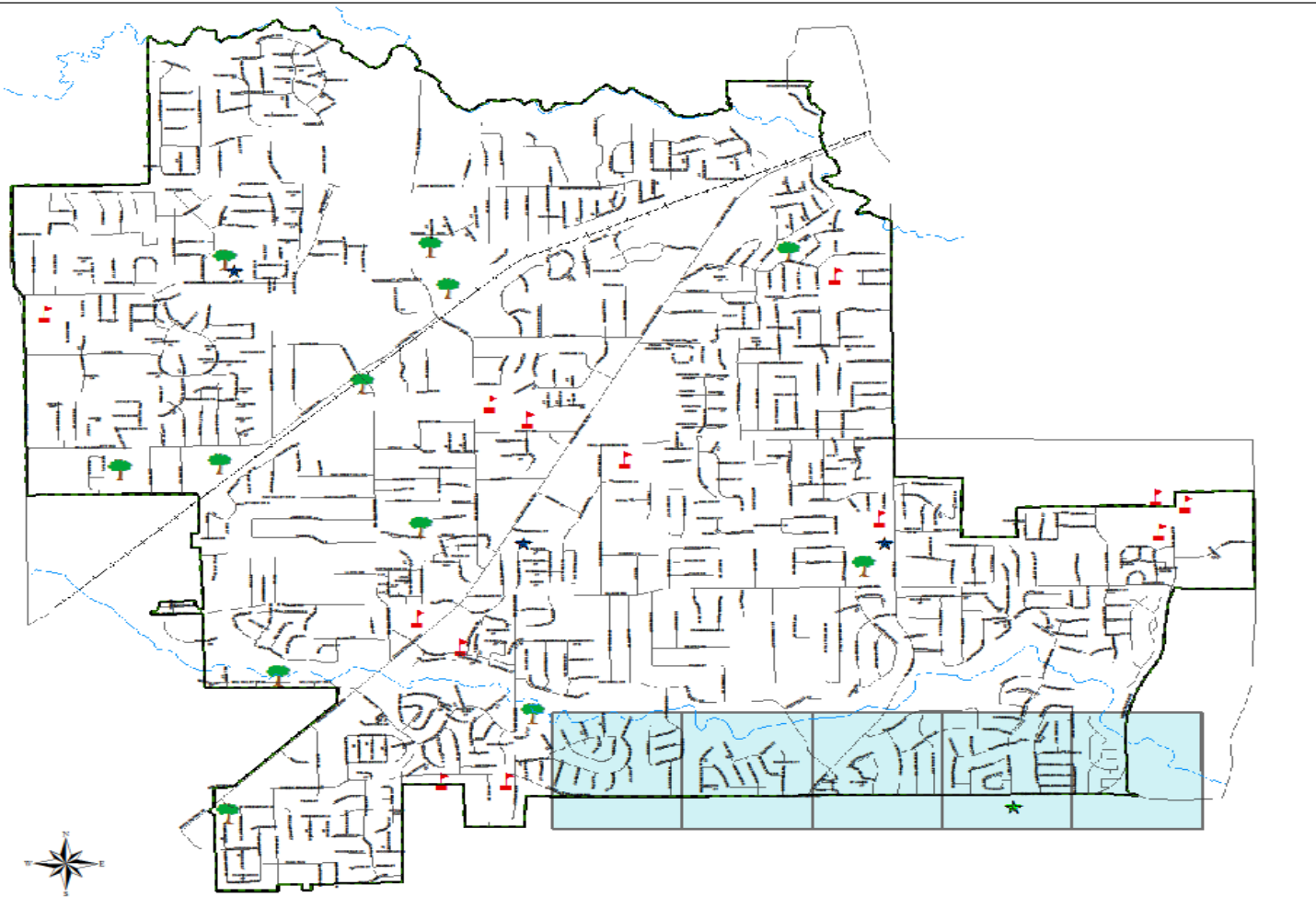
Operational January 2008





# BRAC Service Area 2010

Little Bear Creek (N), Cheek-Sparger Rd (S), Heritage Ave (E), Bedford Rd (W)



## BRAC SERVICE AREA OVER TIME 2010

### Legend

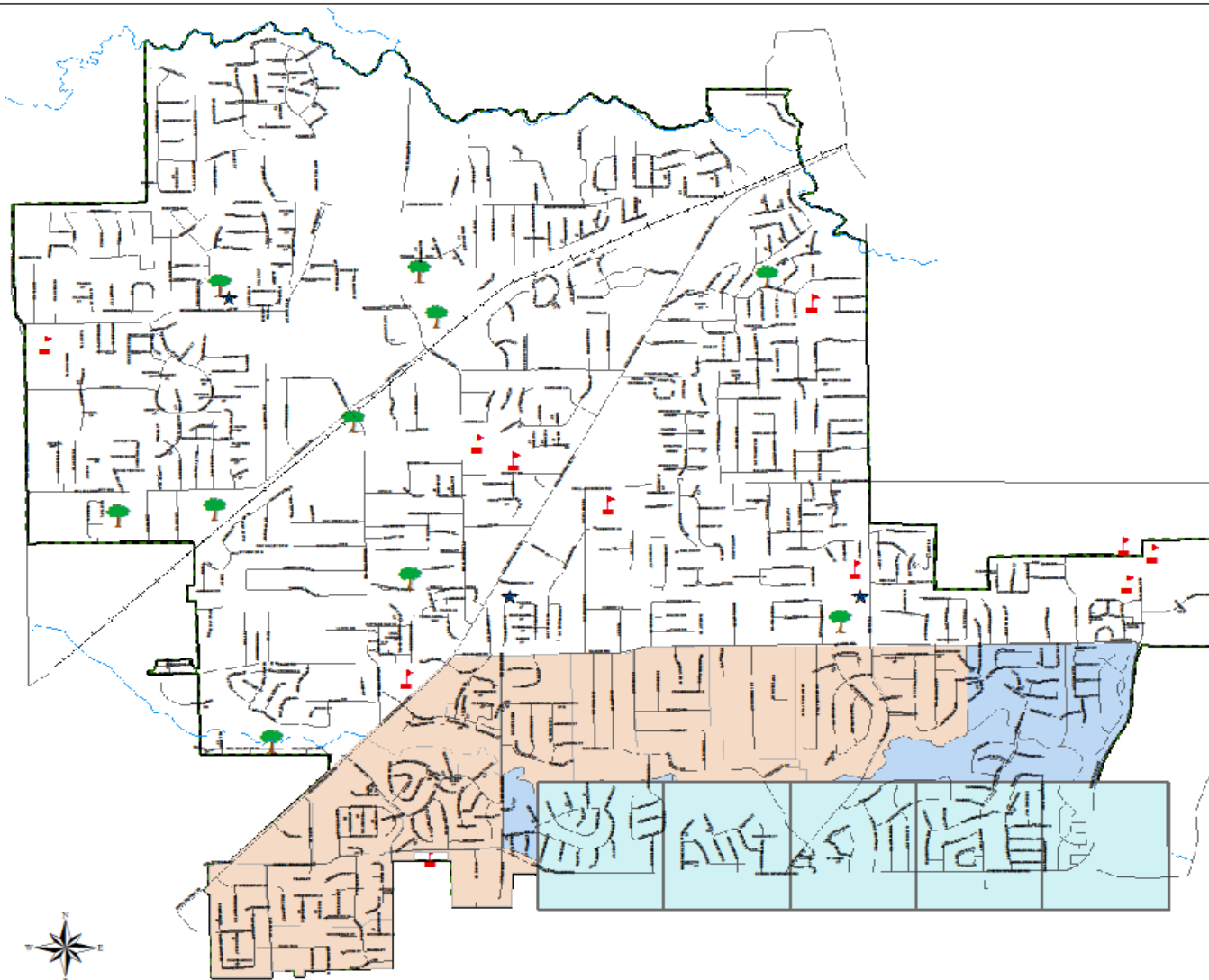
- BRAC Today
- City\_Limit
- Creeks
- ★ BRAC
- ★ FIRE STATION #1
- ★ FIRE STATION #2
- ★ FIRE STATION #3
- 🌳 Parks
- 🚩 Schools
- 🚂 Railroad

# BRAC Service Area Over Time

## BRAC SERVICE AREA OVER TIME

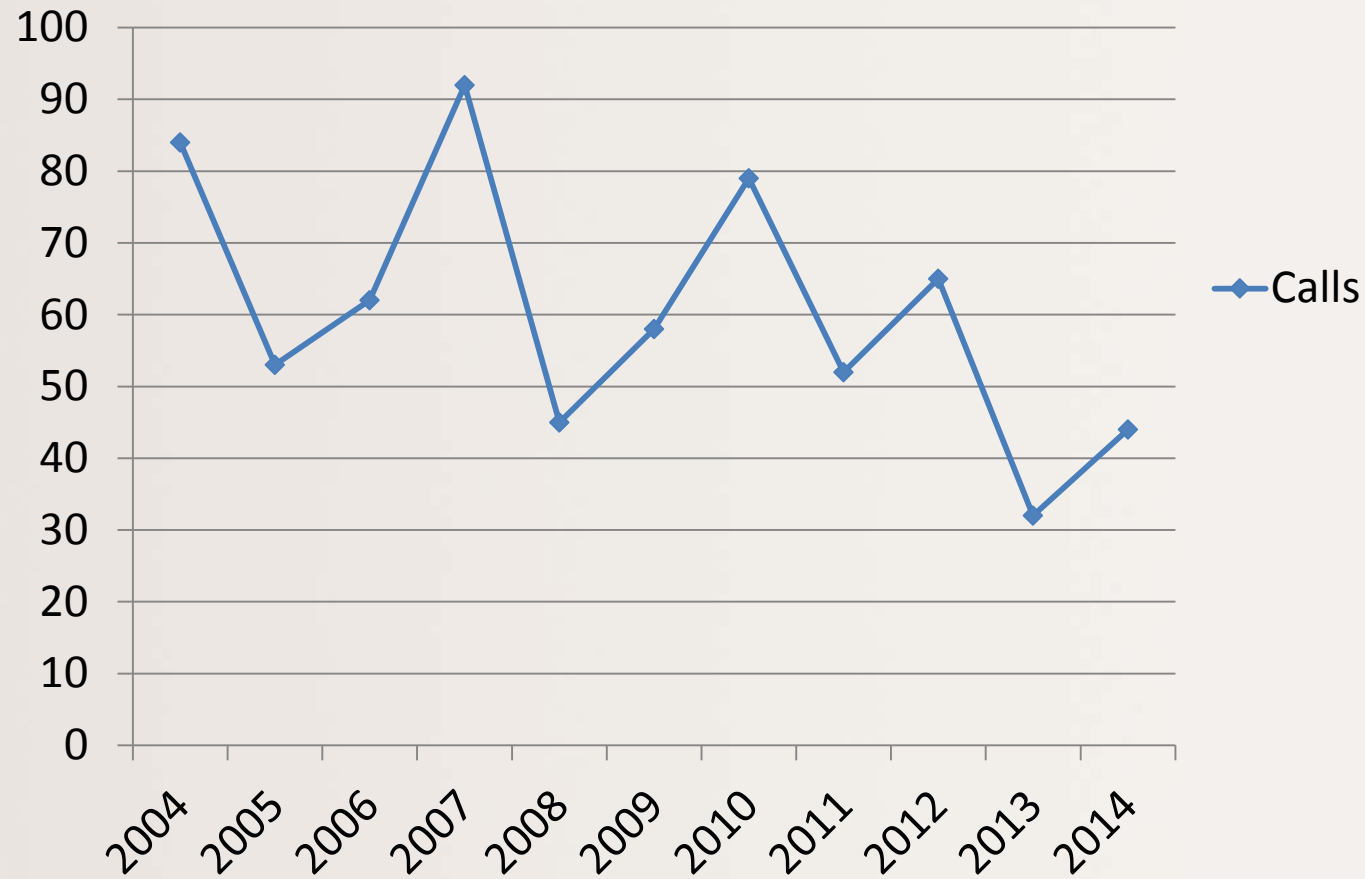
### Legend

- BRAC Today
- BRAC1998
- BRAC1995
- Creeks
- BRAC
- FIRE STATION #1
- FIRE STATION #2
- FIRE STATION #3
- Parks
- Schools
- Railroad
- City\_Limit



# BRAC Call Volumes Over Time

| Year          | Calls |
|---------------|-------|
| 2004          | 84    |
| 2005          | 53    |
| 2006          | 62    |
| 2007          | 92    |
| 2008          | 45    |
| 2009          | 58    |
| 2010          | 79    |
| 2011          | 52    |
| 2012          | 65    |
| 2013          | 32    |
| 2014          | 44    |
| Average       | 60.55 |
| 10 Year total | 666   |



# Five Year Cost Analysis and Summary

| 2010        | Responses | Total Budget | Cost per Incident |
|-------------|-----------|--------------|-------------------|
| Bedford     | 42        | \$268,869    | \$6,402           |
| Colleyville | 1,471     | \$3,787,654  | \$2,575           |

| 2011        | Responses | Total Budget | Cost per Incident |
|-------------|-----------|--------------|-------------------|
| Bedford     | 37        | \$276,607    | \$7,476           |
| Colleyville | 1,576     | \$3,837,229  | \$2,435           |

| 2012        | Responses | Total Budget | Cost per Incident |
|-------------|-----------|--------------|-------------------|
| Bedford     | 28        | \$278,650    | \$9,952           |
| Colleyville | 1,452     | \$4,033,004  | \$2,778           |

| 2013        | Responses | Total Budget | Cost per Incident |
|-------------|-----------|--------------|-------------------|
| Bedford     | 17        | \$284,502    | \$16,735          |
| Colleyville | 1,632     | \$4,113,288  | \$2,520           |

| 2014        | Responses | Total Budget | Cost per Incident |
|-------------|-----------|--------------|-------------------|
| Bedford     | 15        | \$289,652    | \$19,310          |
| Colleyville | 1,577     | \$4,259,224  | \$2,701           |





# Staff Recommendations

- Allow the BRAC interlocal agreement to end as scheduled September 11, 2015 (30 day notice is being requested)
- Continue to maintain strong mutual aid relationships with the Bedford Fire Department as well as all of the North East Fire Department Association (NEFDA) members



# Questions and Discussion



2000 Forest Ridge Drive, Bedford, Texas 76021 ~ [www.ci.bedford.tx.us](http://www.ci.bedford.tx.us) ~ (817) 952-2100

June 14, 2002

Mr. Bill Lindley  
City Manager  
City of Colleyville  
P. O. BOX 185  
Colleyville, TX 76034

Re: Fire and Emergency Services to a portion of City

Dear Mr. Stripling:

Enclosed are both the contract and resolution for your files. Please do not hesitate to call if you have any questions or concerns.

Very truly yours,  
/s/Rita Frick  
City Secretary

RF/ngz

*We are an Equal Opportunity/Affirmative Action Employer*

**RESOLUTION NO. 02-40**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE CITY OF COLLEYVILLE FOR PROVIDING FIRE AND EMERGENCY SERVICES TO A PORTION OF THAT CITY.**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes municipalities to enter into an interlocal cooperation contracts for the supply of fire and emergency services; and

**WHEREAS**, Bedford and Colleyville entered into an Interlocal Cooperation Contract for Fire and Emergency Services on the 11<sup>th</sup> day of September, 1995 pursuant to which a fire station was constructed in Bedford and the parties have been operating under the aforesaid agreement; and

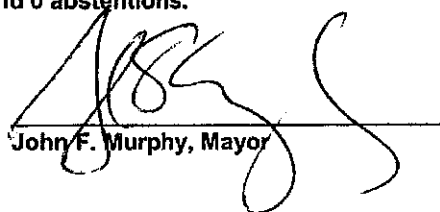
**WHEREAS**, the parties desire to modify the initial Interlocal Cooperation Contract for Fire and Emergency Services.

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

Section 1. That the City does hereby authorize the City Manager to enter into a contract with the City of Colleyville for providing fire and emergency services to a portion of that city.

Section 2. That this resolution shall take effect from and after the date of its passage.

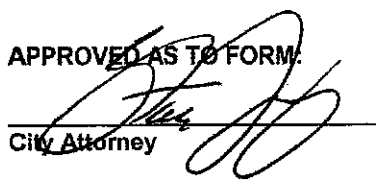
**PASSED AND APPROVED** this 11th day of June, 2002, at a regular meeting of the City Council of the City of Bedford, Texas, by a vote of 6 ayes, 0 nays and 0 abstentions.

  
John F. Murphy, Mayor

ATTEST:

  
Rita Frick, City Secretary

APPROVED AS TO FORM:

  
City Attorney

**INTERLOCAL COOPERATION CONTRACT FOR  
FIRE AND EMERGENCY SERVICES**

**BEDFORD/COLLEYVILLE**

THIS AGREEMENT is entered into this the 11<sup>th</sup> day of June, 2002, by and between the CITY OF BEDFORD, a home-rule municipality, located in Tarrant County, Texas, hereinafter "Bedford", and the CITY OF COLLEYVILLE, a home-rule municipality, located in Tarrant County, Texas, hereinafter "Colleyville".

WHEREAS, Chapter 791 of the Texas Government Code authorizes municipalities to enter into interlocal cooperation contracts for the supply of fire and emergency services; and

WHEREAS, Bedford and Colleyville are contiguous municipalities; and

WHEREAS, Bedford and Colleyville entered into an Interlocal Cooperation Contract for Fire and Emergency Services on the 11<sup>th</sup> day of September, 1995 pursuant to which a fire station was constructed in Bedford and the parties have been operating under the aforesaid agreement; and

WHEREAS, the parties desire to modify the initial Interlocal Cooperation Contract for Fire and Emergency Services; and

WHEREAS, the operation of a fire station in the location provided in this agreement would provide for acceptable response times and adequate service within areas of both Bedford and Colleyville; and

WHEREAS, this Agreement will result in substantial savings to both Colleyville and Bedford by avoiding duplication of fire protection and emergency service coverage; and

WHEREAS, Bedford and Colleyville desire to enter into an interlocal cooperation contract to provide fire and emergency services in accordance with the provisions hereof;

NOW THEREFORE, upon the mutual conditions, covenants and provision contained herein the parties hereby agrees as follows:

***Service Area and Operation of Fire Station***

- 1.1 The fire station shall provide initial fire suppression response and fire department first response of emergency medical service, within the area identified on Exhibit "A" in accordance with the Memorandum of Agreement Emergency Services, City of Bedford and Colleyville, attached as Exhibit "B."
- 1.2 Bedford shall control the operation of the fire station, provided, however, the fire station shall operate with at least three employees on duty at all times unless State law requires a higher minimum staffing level. However, Bedford may allow employees as a result of fire responses, training exercise, fire prevention assignments, equipment maintenance requirements and other events to be temporarily out of the fire station. All employees of the fire station shall be employees of Bedford. Bedford shall notify Colleyville in the event staffing levels fall below the agreed level.
- 1.3 The fire station shall comply with all mutual aid agreements between Bedford and any other municipality concerning fire protection and emergency services, including, without limitation, the mutual aid agreement between Colleyville and Bedford.



- 1.4 Bedford shall notify the fire dispatch office for Colleyville of any response made by the equipment at the fire station, whether within or without the service area and Bedford shall inform Colleyville as to the availability of equipment and fire fighters at the station.
- 1.5 Bedford shall pay all costs of operation of the fire station with current revenues, including, without limitation, all costs associated with maintenance, repair or acquisition of equipment.
- 1.6 The fire station shall be designated and shall have a sign indicating as follows:

"Fire Station Number 2, Serving Bedford and Colleyville."

*Payments by Colleyville*

- 2.1 During the term of this Agreement, Colleyville shall pay to Bedford the following:
- (a) Bedford and Colleyville each operate under fiscal years beginning October 1<sup>st</sup> and ending September 30<sup>th</sup>. Colleyville shall pay to Bedford each fiscal year the sum of \$200,000.00 in two equal installments. The first installment shall be due on October 30<sup>th</sup> of the fiscal year and the second installment shall be due on April 30<sup>th</sup> of the fiscal year. Bedford shall invoice Colleyville 30 days prior to each payment due date.
- The amount due by Colleyville may be increased annually, proportionately with any increase in the Consumer Price Index, all urban consumers, Dallas - Fort Worth, Texas, all items 1982 - 1984 equal 100 published by the United States Bureau of Labor Statistics (CPI) with the previous year's payment being the base. Any increased payment will be calculated in April of each year utilizing the average annual increase in the CPI in the prior calendar year. Colleyville shall pay any increased amount due as part of the April 30<sup>th</sup> installment payment.
- (b) In the event State law requires or actual experiences in operating the station indicates an increase in staffing needs, the cities of Bedford and Colleyville shall by mutual agreement determine the payment scheduled without regard to the number of calls per year.

The City of Bedford and Colleyville agree that this agreement will be reviewed every five years, beginning JUNE, 2002.

- 2.2 The payments to be made by Colleyville to Bedford hereunder shall be made from current revenues and Colleyville shall make adequate provisions in its annual budget to provide for the foregoing payment.
- 2.3 Any amount not paid when due shall bear interest at the rate of 10% per annum.

### ***Liability and Indemnity***

- 3.1 Bedford and Colleyville shall each bear one-half of the responsibility for any loss, damage, personal injury, death, or civil liability, including costs and attorneys fees which may occur as a result of any act of commission or omission relating to the creation, maintenance, operation, or conduct of the fire station, the equipment, the employees and the other matters which are the subject of this Agreement not covered by insurance. Liability insurance in the amount of \$1,000,000.00 each occurrence, providing coverage for the fire station and including Colleyville as a named insured shall be provided at the sole cost of Bedford.
- 3.2 Bedford shall indemnify and hold the City of Colleyville, its employees, agents, and officers harmless for any claim or claim or cause of action for which Bedford has agreed to assume liability pursuant to the provisions of this Agreement. Said indemnity shall include and extend to all costs, including attorney's fees incurred in the defense of any suit or claim.
- 3.3 Colleyville shall indemnify and hold the City of Bedford, its employees, agents, and officers harmless for any claim or cause of action for which Colleyville has agreed to assume liability pursuant to the provisions of this Agreement. Said indemnity shall include and extend to all costs, including attorney's fees incurred in the defense of any suit or claim.
- 3.4 Nothing in this Agreement shall be construed as a waiver by either Bedford or Colleyville for any right, immunity, or privilege concerning or relating to any claim or cause of action for civil liability.

### ***Term and Termination***

- 4.1 This Agreement shall terminate on September 11, 2015.
- 4.2 Bedford shall be entitled to and shall retain all rights ownership of the site, building, equipment, furniture, and fixtures of the fire station.
- 4.3 Upon termination of this Agreement, the assets of the fire station, including land, buildings, fixtures, equipment, and furnishings, shall be owned by Bedford.

### ***Miscellaneous Provisions***

- 5.1 All demands, notices or other communications allowed or required hereunder shall be in writing and shall be deemed given when delivered in person or deposited in a receptacle for the United States Postal Service, postage prepaid, registered or certified, return receipt requested, addressed as follows:

BEDFORD:                      City of Bedford  
                                     2000 Forest Ridge Drive  
                                     Bedford, Texas 76021

COLLEYVILLE:              City of Colleyville  
                                     P.O. Box 185  
                                     Colleyville, Texas 76034

- 6.1 The obligation or performance by a party of a provision hereunder shall be excused if such performance is prevented by an Act of God, labor disputes, war, or other event, which is beyond the control of the obligated party.

- 6.2 This Agreement shall be binding upon and for the sole benefit of the parties hereto and their respective heirs, successors and assigns and not for the benefit of any third party and may not be assigned in whole or part without the written consent of the parties.
- 6.3 This Agreement may not be changed orally, but only by an agreement in writing signed by the parties. No act, delay, omission, course of dealing between the Parties will be a waiver of any rights or remedies under this Agreement. Any waiver of any right, remedy or requirement under the terms hereof on any occasion will not be a bar or constitute a waiver of the exercise of the same or other right or remedy on subsequent occasions.
- 6.4 This Agreement shall be governed by and be in accordance with the laws of the State of Texas.
- 6.5 If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision have not been contained herein.
- 6.6 This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original.

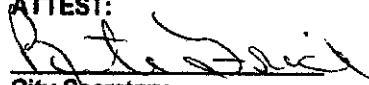
EXECUTED ON THIS THE 11<sup>th</sup> DAY OF June, 2002.

CITY OF BEDFORD

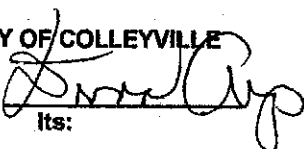
BY: 

Its: City Manager

ATTEST:

  
City Secretary

CITY OF COLLEYVILLE

BY: 

Its:

ATTEST:

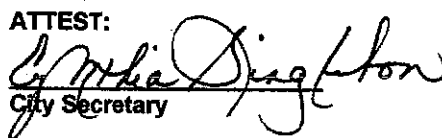
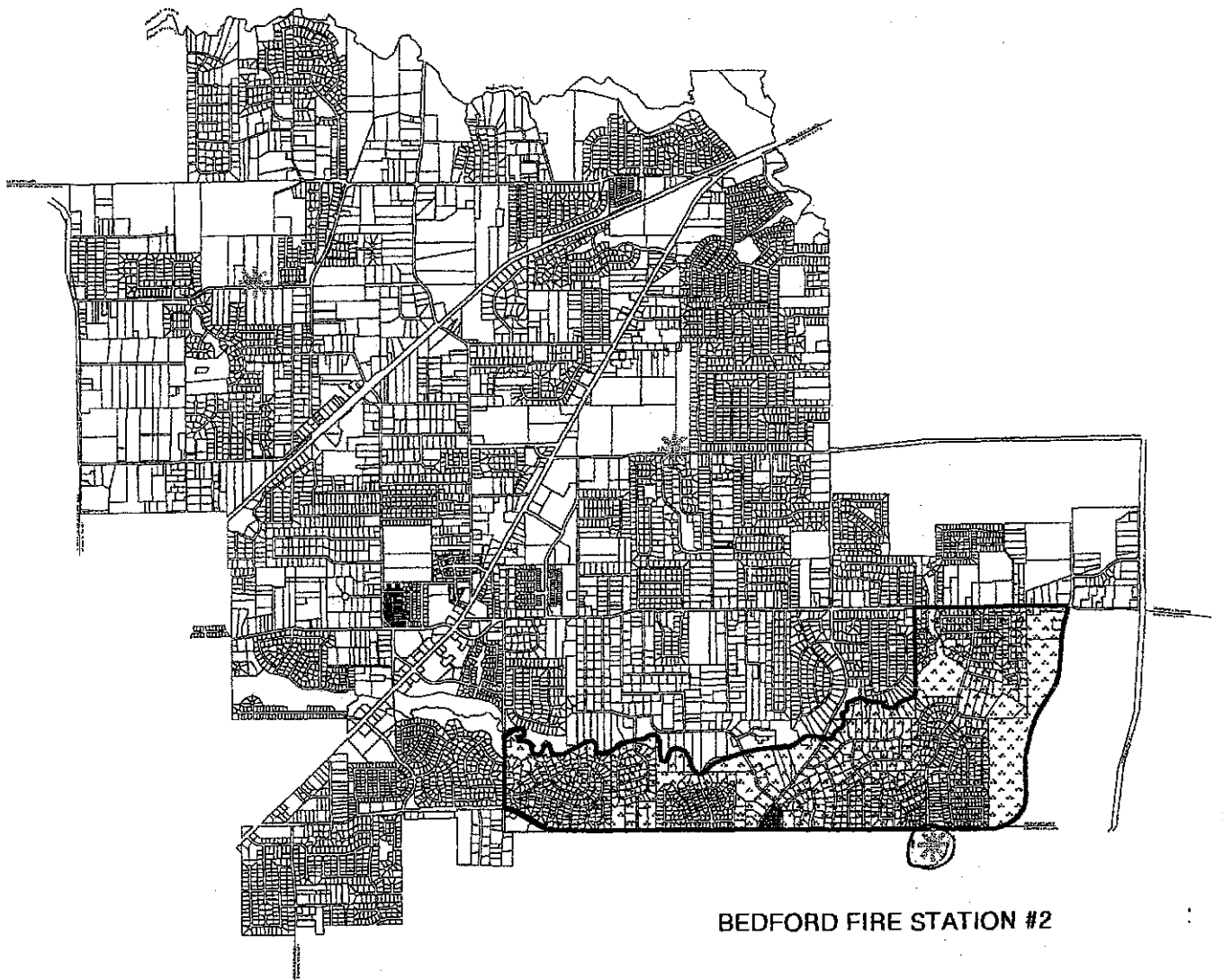
  
City Secretary

EXHIBIT A

# Bedford Response Area of Colleyville



## Legend



Fire Stations

Fire Districts



BRAC



No Scale



Geographic Information Systems

EXHIBIT B

Memorandum of Agreement  
Emergency Services  
Cities of Bedford and Colleyville

This memorandum of agreement between the City Managers of Bedford and Colleyville shall establish a definition of service areas and service response to be provided by the respective city Fire Departments in accordance with the Interlocal Cooperation Contract for Fire and Emergency Services approved by resolution by the respective governing bodies in September 1995. Specifically, this agreement defines the particulars of Sections 2.1 and 2.2 of that contract.

1. The City of Bedford will continue to provide initial fire suppression and medical emergency response to those areas of Bedford as established by the City of Bedford and call boxes 404, 407, 408, 409 and 410 in the City of Colleyville.
2. The City of Bedford and the City of Colleyville will both provide initial response to Colleyville call boxes 402, 403, 404, 405, 406, 407, 408, 409, 410 and 411 for all structure fires.
3. The City of Colleyville will provide initial fire suppression and medical emergency response to Colleyville call boxes 402, 403, 405, 406 and 411.
4. The assignment of service responsibilities as defined in items 1,2 and 3 of this memorandum of agreement will be effective on or before August 15, 1998, with the date and hour of change as mutually agreed upon by the City Managers of Bedford and Colleyville.
5. All provisions of the interlocal agreement shall remain the same.

C Robert Stripling

C. Robert Stripling  
City Manager  
Colleyville

7/9/98

Date

Susan Thorpe

Susan Thorpe  
City Manager  
Bedford

7/23/98

Date

**RESOLUTION R-02-1960**

**A RESOLUTION AMENDING RESOLUTION R-95-1150 TO REVISE THE  
INTERLOCAL COOPERATION CONTRACT FOR FIRE AND EMERGENCY  
SERVICES FOR THE BEDFORD RESPONSE AREA OF COLLEYVILLE**

**WHEREAS,** The City of Bedford and the City of Colleyville entered into an Interlocal Cooperation Contract for Fire and Emergency Services on September 11, 1995, pursuant to which a fire station was constructed in Bedford and the parties have been operating under the aforesaid contract; and

**WHEREAS,** the parties desire to modify the initial Interlocal Cooperation Contract for Fire and Emergency Services; and

**WHEREAS,** the revised contract continues to provide for first responder services to the Bedford Response Area of Colleyville from Bedford Fire Station #2.

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

Sec. 1. THAT the Interlocal Cooperation Contract for Fire and Emergency Services between the City of Colleyville and the City of Bedford is hereby approved.

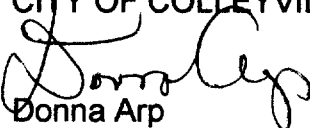
**AND IT IS SO RESOLVED.**

PASSED BY A VOTE OF 5 AYES, 0 NAYS, AND 0  
ABSTENTIONS ON THIS 21<sup>st</sup> DAY OF May 2002.

ATTEST:

  
Cynthia Singleton, TRMC  
City Secretary

CITY OF COLLEYVILLE

  
Donna Arp  
Mayor





# City of Colleyville

## Agenda Briefing

100 Main Street  
Colleyville, Texas 76034  
(817) 503-1000  
www.colleyville.com

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**File Number:**                      **File Type:** Pre Council                      **Status:** Pre Council  
**Version:** 1                      **Agenda Date:** 11/07/2006                      **Controlling Body:** City Council  
**Requester:** Finance Department                      **Agenda No.:** PC-1                      **Final Action:**  
**File Name:** Discussion of Fire Station debt sale and long range fire staffing plan  
**Attachments:** Proposed Fire Station Debt Issuance.pdf • General Fund - Fire Staffing Plan FY 2008-2017.pdf  
• 2007 Tax Rate Distribution.pdf

### History of Legislative File

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| Version: | Date:      | Acting Body: | Action Text: |
|----------|------------|--------------|--------------|
| 1        | 11/07/2006 | City Council |              |

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### Title

Discussion of Fire Station debt sale and long range fire staffing plan

### Explanation

This item provides an opportunity for staff and City Council to discuss the debt sale for fire station facilities, equipment and staffing. Based on Council direction, staff will proceed with preparation of the necessary documents.

In February 2005, Colleyville voters approved the issuance of \$4,575,000 in General Obligation bonds for the construction of fire station facilities and equipment and that ad valorem taxes be levied on all taxable property to sufficiently pay the outstanding debt. Planned construction will begin on the facilities in the second quarter of this fiscal year and the authorized debt will be sold in the third quarter of this fiscal year. Attached is a schedule of the proposed structuring of the debt sale, which includes an increase of \$.01 in FY 2008 in the tax rate to fund the debt.

Also included in the proposition was the acquisition of an aerial ladder fire truck (approximately \$1,000,000). To staff this piece of equipment, an additional twelve firefighters will need to be hired. Attached is a schedule detailing the truck being acquired in FY 2012 and the firefighters hired mid-year in 2012.

This work effort is provided as part of the 2007 work plan.

## City of Colleyville

Fire Station - \$4,575,000 - 2007 Issuance Debt Service and Tax Rate Summary

| A             | B                            | C                           | F                                     | G                                                   | H                                                   | I                                   | J                                            |
|---------------|------------------------------|-----------------------------|---------------------------------------|-----------------------------------------------------|-----------------------------------------------------|-------------------------------------|----------------------------------------------|
| FYE<br>30-Sep | Taxable<br>Assessed<br>Value | Assessed<br>Value<br>Growth | Current<br>Ad valorem<br>Debt Service | Series 2007<br>Debt Service<br>\$4,575,000<br>Total | Calculated<br>I&S Tax Rate<br>Impact <sup>(1)</sup> | Total<br>Ad valorem<br>Debt Service | Calculated<br>I&S Tax<br>Rate <sup>(1)</sup> |
| 2007          | 2,904,648,612                |                             | 1,837,915                             |                                                     | \$0.0000                                            | 1,837,915                           | 0.0639                                       |
| 2008          | 2,991,788,070                | 3.00%                       | 1,847,985                             | 305,000                                             | 0.0103                                              | 2,152,985                           | 0.0727                                       |
| 2009          | 3,081,541,712                | 3.00%                       | 1,849,773                             | 228,750                                             | 0.0075                                              | 2,078,523                           | 0.0681                                       |
| 2010          | 3,173,987,964                | 3.00%                       | 1,549,080                             | 228,750                                             | 0.0073                                              | 1,777,840                           | 0.0566                                       |
| 2011          | 3,269,207,603                | 3.00%                       | 1,556,041                             | 228,750                                             | 0.0071                                              | 1,784,791                           | 0.0551                                       |
| 2012          | 3,367,283,831                | 2.00%                       | 1,309,520                             | 228,750                                             | 0.0069                                              | 1,538,270                           | 0.0461                                       |
| 2013          | 3,434,629,507                | 2.00%                       | 918,770                               | 228,750                                             | 0.0087                                              | 1,147,520                           | 0.0337                                       |
| 2014          | 3,503,322,098                | 1.00%                       | 602,279                               | 228,750                                             | 0.0066                                              | 831,029                             | 0.0240                                       |
| 2015          | 3,573,388,540                | 1.00%                       | 206,260                               | 384,750                                             | 0.0109                                              | 581,010                             | 0.0167                                       |
| 2016          | 3,644,856,310                | 1.00%                       | 213,521                               | 376,750                                             | 0.0104                                              | 590,271                             | 0.0164                                       |
| 2017          | 3,717,753,437                | 1.00%                       | 210,289                               | 378,500                                             | 0.0103                                              | 588,769                             | 0.0160                                       |
| 2018          | 3,792,108,505                | 1.00%                       | 206,768                               | 384,625                                             | 0.0102                                              | 591,393                             | 0.0158                                       |
| 2019          | 3,867,950,675                | 1.00%                       | 212,720                               | 375,375                                             | 0.0098                                              | 588,095                             | 0.0154                                       |
| 2020          | 3,945,308,689                | 1.00%                       | 173,995                               | 414,875                                             | 0.0106                                              | 588,870                             | 0.0151                                       |
| 2021          | 3,984,762,786                | 1.00%                       |                                       | 588,375                                             | 0.0149                                              | 588,375                             | 0.0149                                       |
| 2022          | 4,024,610,414                | 1.00%                       |                                       | 591,500                                             | 0.0148                                              | 591,500                             | 0.0148                                       |
| 2023          | 4,064,856,518                | 1.00%                       |                                       | 588,500                                             | 0.0146                                              | 588,500                             | 0.0146                                       |
| 2024          | 4,105,505,083                | 1.00%                       |                                       | 589,375                                             | 0.0145                                              | 589,375                             | 0.0145                                       |
| 2025          | 4,146,560,134                | 1.00%                       |                                       | 589,000                                             | 0.0143                                              | 589,000                             | 0.0143                                       |
| 2026          | 4,188,025,735                | 1.00%                       |                                       | 587,375                                             | 0.0142                                              | 587,375                             | 0.0142                                       |
| 2027          | 4,229,905,992                | 1.00%                       |                                       | 589,375                                             | 0.0141                                              | 589,375                             | 0.0141                                       |
| Total         |                              |                             | \$ 12,894,905                         | \$8,115,875                                         |                                                     | \$20,810,780                        |                                              |

**Assumptions**

(1) Assumes Collection Rate of 99%  
Assumes all bond issues dated April 15 of Series year.

GENERAL FUND/ FIRE STAFFING PLAN FY 2008-2017

|                      | FISCAL YEAR  |              |              |              |              |              |              |              |              |              |
|----------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
|                      | 2008         | 2009         | 2010         | 2011         | 2012         | 2013         | 2014         | 2015         | 2016         | 2017         |
| TAX REVENUE          | \$8,517,918  | \$8,913,912  | \$9,548,035  | \$9,881,329  | \$10,480,864 | \$11,116,255 | \$11,681,450 | \$12,174,311 | \$12,430,483 | \$12,692,535 |
| OTHER REVENUES       | \$8,320,909  | \$8,528,932  | \$8,742,155  | \$8,980,709  | \$9,184,727  | \$9,230,650  | \$9,253,727  | \$9,276,861  | \$9,300,053  | \$9,346,554  |
| BRAC **              | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$300,000    | \$300,000    |
| TOTAL REVENUES       | \$16,838,827 | \$17,442,844 | \$18,290,190 | \$18,862,037 | \$19,665,591 | \$20,346,905 | \$20,935,177 | \$21,451,172 | \$22,030,536 | \$22,339,089 |
| EXPENDITURES         | \$16,655,121 | \$17,338,224 | \$17,784,988 | \$18,140,688 | \$18,603,502 | \$18,975,572 | \$19,355,063 | \$19,742,185 | \$20,137,029 | \$20,539,769 |
| FIRE PERSONNEL/TRUCK | \$0          | \$0          | \$0          | \$400,000    | \$562,800    | \$965,200    | \$1,094,166  | \$1,226,981  | \$1,363,790  | \$1,504,704  |
| TOTAL EXPENDITURES   | \$16,655,121 | \$17,338,224 | \$17,784,988 | \$18,540,688 | \$19,166,302 | \$19,940,772 | \$20,449,239 | \$20,969,166 | \$21,500,819 | \$22,044,473 |
| NET                  | \$183,706    | \$104,620    | \$505,202    | \$301,349    | \$499,289    | \$406,133    | \$485,938    | \$482,006    | \$529,717    | \$294,616    |

NOTES:

TAX RATE IS \$.3574 IN FY 2008

12 FIREFIGHTERS HIRED IN MID FY 2012

LADDER TRUCK ACQUIRED IN FY 2012

BEDFORD RESPONSE AREA CONTRACT WILL END IN FY 2015 - ESTIMATED SAVINGS \$300,000 \*\*

THIS ANALYSIS DOES NOT ACCOUNT FOR STAFFING STUDY, MCPHERSON PARK, AND SENIOR CENTER OPERATIONAL ENHANCEMENTS

DECEMBER 1996 - BEDFORD BRAC STATION OPENED

BRAC PAYMENTS TO BEDFORD

1997 THROUGH 2015

| YEAR          | BASE              | CPI             | TOTAL             | CPI %<br>INCREASE |
|---------------|-------------------|-----------------|-------------------|-------------------|
| FY1997        | 200,000.00        | (33,333.33)     | 166,666.67        |                   |
| FY1998        | 200,000.00        | 4,000.00        | 204,000.00        | 2.00%             |
| FY1999        | 200,000.00        | 5,063.30        | 205,063.30        | 2.53%             |
| FY2000        | 205,063.30        | 7,033.67        | 212,096.97        | 3.43%             |
| FY2001        | 212,096.98        | 8,695.97        | 220,792.95        | 4.10%             |
| FY2002        | 220,792.96        | 7,727.75        | 228,520.71        | 3.50%             |
| FY2003        | 228,520.71        | 3,107.88        | 231,628.59        | 1.36%             |
| FY2004        | 231,628.59        | 4,887.36        | 236,515.95        | 2.11%             |
| FY2005        | 236,515.95        | 3,027.40        | 239,543.35        | 1.28%             |
| FY2006        | 239,543.35        | 7,737.25        | 247,280.60        | 3.23%             |
| FY2007        | 247,280.60        | 7,715.15        | 254,995.75        | 3.12%             |
| FY2008        | 254,995.75        | 3,824.94        | 258,820.69        | 1.50%             |
| FY2009        | 258,820.69        | 12,682.21       | 271,502.90        | 4.90%             |
| FY2010        | 271,502.90        | (2,633.58)      | 268,869.32        | -0.97%            |
| FY2011        | 268,869.32        | 7,737.25        | 276,606.57        | 2.88%             |
| FY2012        | 276,606.57        | 2,043.89        | 278,650.46        | 0.74%             |
| FY2013        | 278,650.46        | 5,851.66        | 284,502.12        | 2.10%             |
| FY2014        | 284,502.12        | 5,149.49        | 289,651.61        | 1.81%             |
| <u>FY2015</u> | <u>289,651.61</u> | <u>3,446.85</u> | <u>293,098.46</u> | 1.19%             |
| TOTALS        | \$ 4,605,041.86   | \$ 63,765.11    | \$ 4,668,806.97   |                   |

BASE \$ 4,000,000.00 \$200,000.00 CONTRACT PAYMENTS FOR 20 YEA

CPI 668,806.97 TOTAL CPI PAID

TOTAL \$ 4,668,806.97 TOTAL PAYMENTS TO BEDFORD

**RESOLUTION R-95-1150**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN  
INTERLOCAL AGREEMENT BETWEEN THE CITY OF BEDFORD AND  
THE CITY OF COLLEYVILLE FOR FIRE AND EMERGENCY MEDICAL  
SERVICES**

**WHEREAS,** fire and emergency medical response is one of the most critical local government services; and

**WHEREAS,** the Cities of Bedford and Colleyville have recognized the need to reduce the response times of medical and fire units to certain areas of the two cities; and

**WHEREAS,** the construction and staffing of a new fire station along Cheek-Sparger Road will significantly reduce response times to northeast Bedford and south Colleyville; and

**WHEREAS,** the governing bodies of both cities recognize that by combining their resources they can address the needs of both communities with considerable cost savings.

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

Sec. 1. THAT the City Council authorizes the Mayor to sign an Interlocal Agreement between the Cities of Colleyville and Bedford, attached as Exhibit 1, that sets forth the responsibilities of each City in providing fire and emergency medical services.

**AND IT IS SO RESOLVED.**

Passed by a vote of 5 ayes, 0 nays, and 0 abstentions, on this  
11<sup>th</sup> day of September, 1995.

ATTEST:



Jean Harris, CMC  
City Secretary

CITY OF COLLEYVILLE



Ed Baker  
Mayor

EXHIBIT 1

INTERLOCAL COOPERATION CONTRACT FOR  
FIRE AND EMERGENCY SERVICES

BEDFORD/COLLEYVILLE

THIS AGREEMENT is entered into this the      Day of      , 1995, by and between the CITY OF BEDFORD, a home-rule municipality, located in Tarrant County, Texas, hereinafter "Bedford", and the CITY OF COLLEYVILLE, a home-rule municipality, located in Tarrant County, Texas, hereinafter "Colleyville".

WHEREAS, Chapter 781 of the Texas Government Code authorizes municipalities to enter into interlocal cooperation contracts for the supply of fire and emergency services; and

WHEREAS, Bedford and Colleyville are contiguous municipalities; and

WHEREAS, Bedford intends to construct a fire station to provide fire protection and emergency services in the Northeastern section of the City; and

WHEREAS, the construction and operation of a fire station in the location provided in this agreement would provide for acceptable response times and adequate service within areas of both Bedford and Colleyville; and

WHEREAS, this Agreement will result in substantial savings to both Colleyville and Bedford by avoiding duplication of fire protection and emergency service coverage; and

WHEREAS, Bedford and Colleyville desire to enter into an interlocal cooperation contract to provide fire and emergency services in accordance with the provisions hereof;

NOW, THEREFORE, upon the mutual conditions, covenants and provision contained herein, the parties hereby agree as follows:

Conditions Precedent  
Location and Construction of Fire Station

1.1 The following are conditions precedent to the obligations of the parties in this Agreement:

(a) The construction of a fire station by Bedford at the location identified on Exhibit "A" attached hereto, and incorporated herein for all purposes. Bedford shall determine the design, nature and construction of the fire station. Bedford shall pay the cost of site acquisition and construction of the fire station, and shall supervise and control the design and construction of the fire station.

(b) The acquisition at the sole cost of Bedford of all equipment, furnishings and fixtures necessary to equip the fire station. Bedford shall determine the type, nature and extent of equipment, furnishings and fixtures for the fire station.

(c) The fire station being constructed, equipped and operational not later than September 1, 1996, provided there are no significant and substantial problems due to weather, strikes, natural disasters or other causes out of the control of Bedford.

1.2 On the satisfactions of the conditions precedent set out in paragraph 1.1 hereof, Bedford and Colleyville shall perform the promises, covenants and conditions of this Agreement as provided below.

Service Area and Operation of Fire Station

2.1 The fire station shall provide initial fire suppression response and fire department first response of emergency medical service, including emergency transport ambulance service, within the service area.

2.2 The service area of the fire station for which the fire station shall provide primary fire protection and emergency services is that area identified on Exhibit "B", which is attached hereto and incorporated herein for all purposes.

2.3 Bedford shall control the operation of the fire station, provided, however, the fire station shall operate with at least three employees on duty at all times unless State law requires a higher minimum staffing level. However, Bedford may allow employees as a result of fire responses, training exercises, fire prevention assignments, equipment maintenance requirements and other events to be temporarily out of the fire station. All employees of the fire station shall be employees of Bedford. Bedford shall notify Colleyville in the event staffing levels fall below the agreed level.

2.4 The fire station shall comply with all mutual aid agreements between Bedford and any other municipality concerning fire protection and emergency services, including, without limitation, the mutual aid agreement between Colleyville and Bedford.

2.5 Bedford shall notify the fire dispatch office for Colleyville of any response made by the equipment at the fire station, whether within or without the service area and Bedford shall inform Colleyville as to the availability of equipment and fire fighters at the station.

2.6 Bedford shall pay all costs of operation of the fire station from current revenues.

2.7 The fire station shall be designated and shall have a sign indicating as follows: "Fire Station Number 2, Serving Bedford and Colleyville".

#### Payments by Colleyville

3.1 During the term of this Agreement, Colleyville shall pay to Bedford the following:

(a) Beginning upon the satisfaction of paragraph 1.1 the sum of \$200,000 per year payable in advance shall be paid by Colleyville to Bedford by a payment of 50% on October 15 and 50% on April 15. The payment due on October 15, 1996 shall include a pro-rata (1/365) of the annual sum for each day the fire station was completed and ready for service prior to October 1, 1996. The amount to be paid by Colleyville may also be increased annually, proportionately with any increase in the consumer price index, all urban consumers, Dallas - Fort Worth, Texas, all items 1982 - 1984 equal 100 published by the United States Bureau of Labor Statistics with the previous year's payment being the base (CPI).

(b) In the event State law requires or actual experience in operating the station indicates an increase in staffing is needed, the cities of Bedford and Colleyville shall by mutual agreement determine the payment schedule without regard to the number of calls per year.

(c) After the expiration of the initial five years of this agreement, Bedford and Colleyville shall, by mutual agreement, review and determine the amount of payment to be made by Colleyville. Using the previous year's payment as a base plus the CPI plus the percentage increase in the total number of calls responded to for Colleyville during the previous year.

3.2 The payments to be made by Colleyville to Bedford hereunder shall be made from current revenues and Colleyville shall make adequate provisions in its annual budget to provide for the foregoing payments.

3.3 Any amount not paid when due shall bear interest at the rate of 10% per annum.



## **Ambulance Revenues**

4.1 The City of Bedford will be responsible for providing ambulance service to those residents within the service area defined for the fire station. Colleyville customers in the service area will be billed by the City of Bedford for ambulance service, using the Colleyville fee structure. Bedford residents will be billed based on the Bedford fee structure. The City of Bedford will apply payments from Colleyville customers to each account up to the maximum amount that would have been charged to a City of Bedford customer. Any additional amount collected will be split between Bedford and Colleyville. Those funds will be remitted to the City of Colleyville on a semi annual basis.

## **Liability and Indemnity**

5.1 Bedford and Colleyville shall each bear one-half of the responsibility for any loss, damage, personal injury, death, or other civil liability, including costs and attorneys fees which may occur as a result of any act of commission or omission relating to the creation, maintenance, operation, or conduct of the fire station, the equipment, the employees and the other matters which are the subject of this Agreement not covered by insurance. Liability Insurance in the amount of \$1,000,000.00 each occurrence, providing coverage for the fire station and including Colleyville as a named insured shall be provided at the sole cost of Bedford.

5.2 Bedford shall indemnify and hold the City of Colleyville, its employees, agents, and officers harmless for any claim or cause of action for which Bedford has agreed to assume liability pursuant to the provisions of this Agreement. Said indemnity shall include and extend to all costs, including attorney's fees incurred in the defense of any suit or claim.

5.3 Colleyville shall indemnify and hold the City of Bedford, its employees, agents, and officers harmless for any claim or cause of action for which Colleyville has agreed to assume liability pursuant to the provisions of this Agreement. Said indemnity shall include and extend to all costs, including attorney's fees incurred in the defense of any suit or claim.

5.4 Nothing in this Agreement shall be construed as a waiver by either Bedford or Colleyville of any right, immunity, or privilege concerning or relating to any claim or cause of action for civil liability.

## **Term and Termination**

6.1 The term of this Agreement is twenty (20) years, beginning on the date of execution of this Agreement.

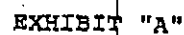
6.2 Bedford shall be entitled to and shall retain all rights of ownership of the site, building, equipment, furniture, and fixtures of the fire station.

6.3 Upon termination of this Agreement, the assets of the fire station, including land, buildings, fixtures, equipment, and furnishings, shall be owned by Bedford.

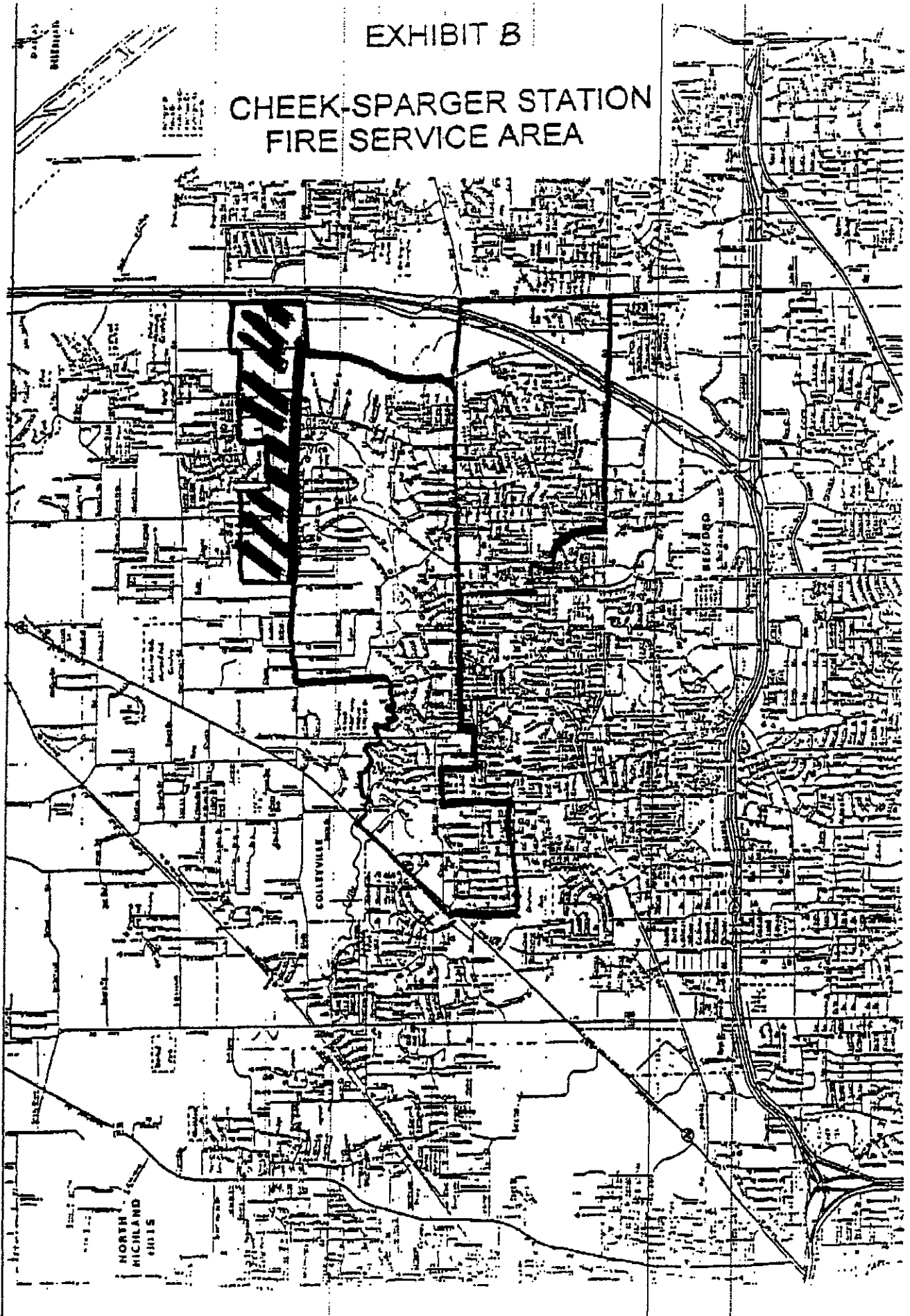
## **Miscellaneous Provisions**

7.1 All demands, notices or others communications allowed or required hereunder shall be in writing and shall be deemed given when delivered in person or deposited in a receptacle for the United States Postal Service, postage prepaid, registered or certified, return receipt requested, addressed as follows:

**BEDFORD:** City of Bedford  
2000 Forest Ridge Drive  
Bedford, Texas 76021



## EXHIBIT B

CHEEK-SPARGER STATION  
FIRE SERVICE AREA



# City of Colleyville City Council Agenda Briefing

City Hall  
100 Main Street  
Colleyville, Texas 76034  
[www.colleyville.com](http://www.colleyville.com)

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**Agenda Number** PC-2

**Agenda Date** 07/21/2015

**Type** Pre Council

**Department** Public Works

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## **Title**

Discussion and update on the SH26/Colleyville Boulevard Construction Project

## **Strategy Map Connection**

B3- Utilize partnerships to implement cost-effective service solutions

C4- Provide mobility enhancements that complement neighborhoods

F2- Invest to provide and maintain high quality public assets

## **Explanation**

Staff will present an update on the current status of SH26 Phase 1 reconstruction from Pool/Brumlow to John McCain, and an update on the status of Phase 2 from John McCain to Brown Trail.

## **Attachments**

1. SH26/Colleyville Boulevard Construction Project Update Presentation

# **Update on SH26 / Colleyville Boulevard Construction Project**

**Pre Council Meeting  
July 21, 2015**



# Purpose

To update the City Council on the status of the SH26 Reconstruction Projects

- Phase I (Northern City limits to John McCain Road)
- Phase II (John McCain Road to Brown Trail Road)

To seek City Council guidance on:

- Bridge curb on bridge over Big Bear Creek
- Pedestrian railing on Cottonbelt Trail



# Phase 1

(Northern City Limits to John McCain Road)



## Construction Schedule\*

- Substantial Completion (six main lanes complete) - July 28, 2015
- Final completion August 25

*\* Information provided by TxDOT at the July 16<sup>th</sup> construction meeting*

# Cotton Belt Trail

- TxDOT (through AUI) constructing trail along retaining wall
- Property at 6950 Colleyville Boulevard has been acquired by City
- Trail through 6950 Colleyville Boulevard to be constructed by City contractor
- Design complete - August 1
- Construction complete - September 30

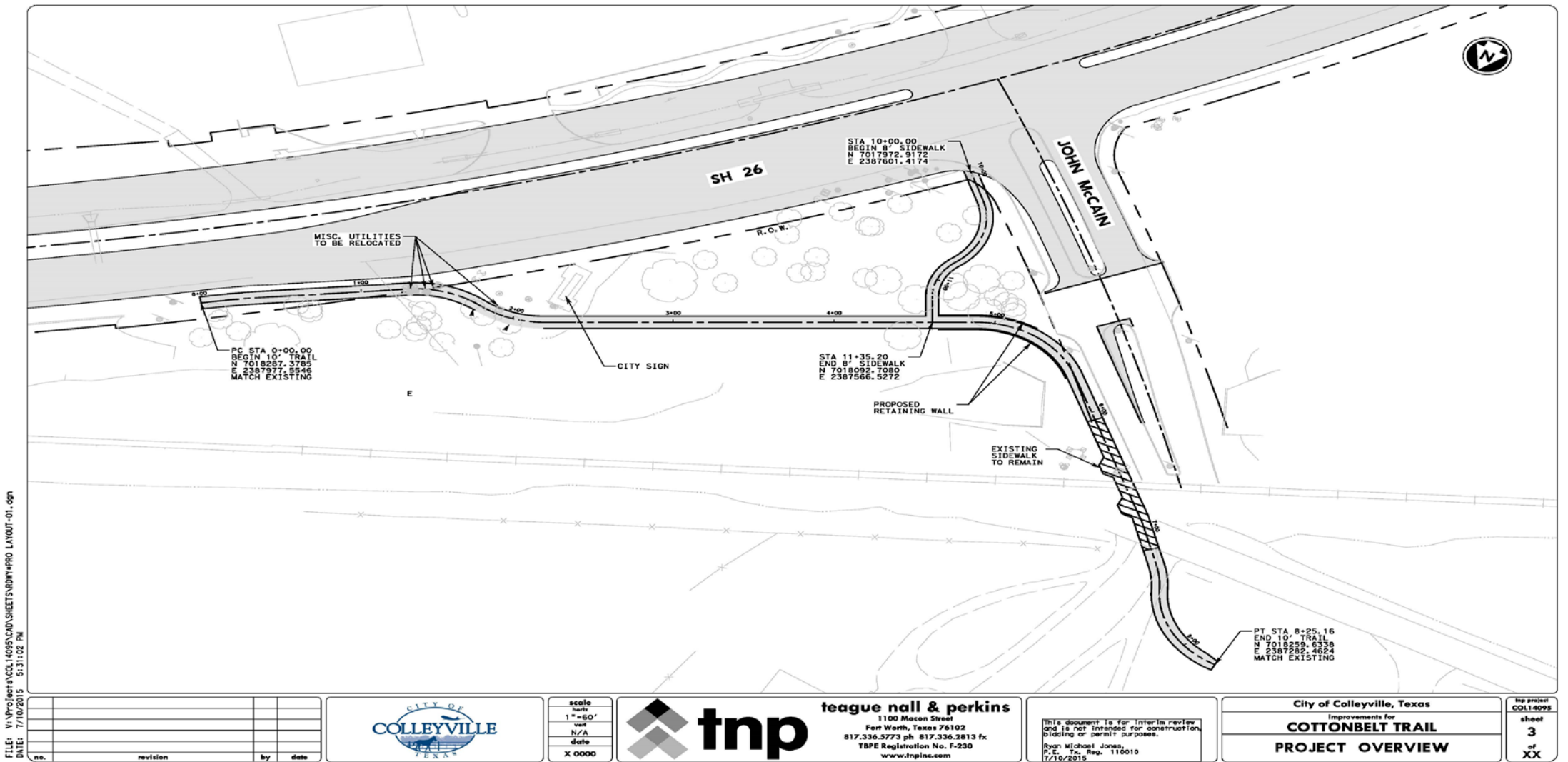




# 6950 Colleyville Boulevard



# Cotton Belt Trail





# Landscaping

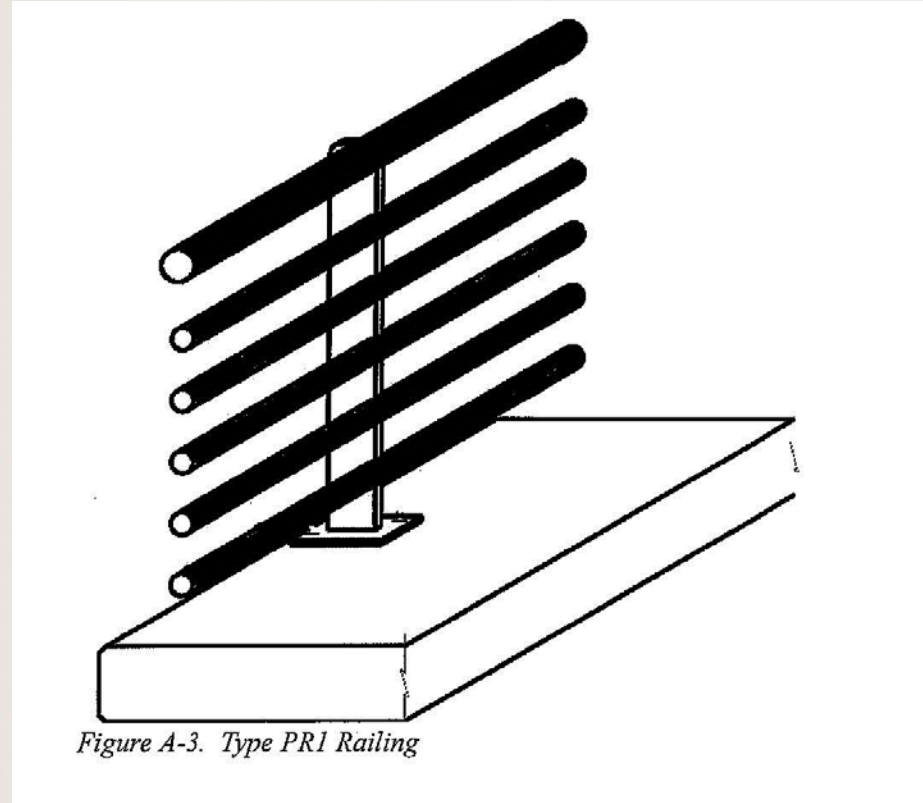




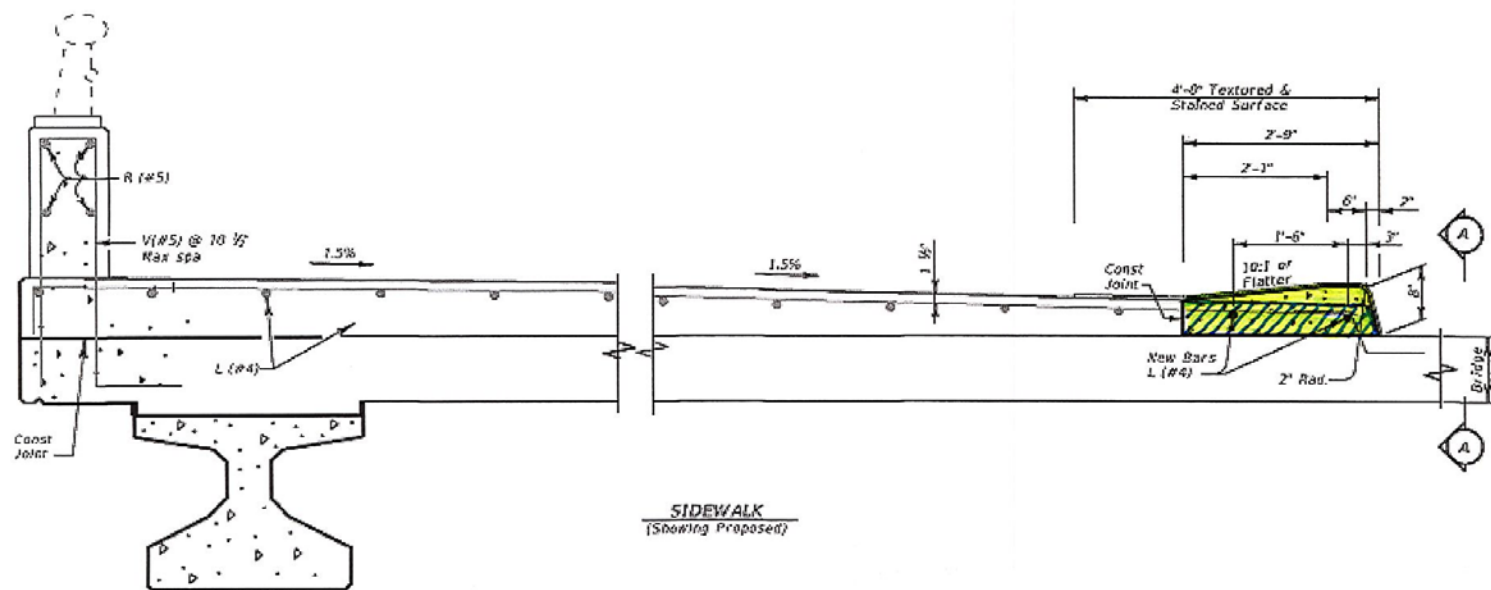
# Back Lit Street Name Signs



# Type PR-1 Pedestrian Rail



# Proposal for 8" Bridge Curb



Area to be removed



Area to be replaced





# Phase 2

(John McCain Road to Brown Trail)

- Draft MOU for funding currently being reviewed by staff
- 95% plans submitted to City staff and TxDOT for review on July 17, 2015
- Final plans expected to be submitted in mid-September 2015
- Bid opening scheduled for December 2015
- Construction start expected in March or early April 2016



# Questions and Discussion



# City of Colleyville City Council Agenda Briefing

City Hall  
100 Main Street  
Colleyville, Texas 76034  
[www.colleyville.com](http://www.colleyville.com)

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**Agenda Number** PC-3

**Agenda Date** 07/21/2015

**Type** Pre Council

**Department** Parks and Recreation

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## **Title**

Discussion of Pleasant Run Park improvements

## **Strategy Map Connection**

C1- Provide attractive and unique spaces for enjoyment of personal interests and community interaction

## **Explanation**

The purpose of this item is to update the City Council on the status of planned improvements to Pleasant Run Park and to seek direction for future improvements to the park.

## **Competition Fields**

The 2015 Colleyville Soccer Association spring season proved to be a challenging time for the competition field turf at Pleasant Run Park. Several years of drought conditions and water restrictions, followed by a year of record rainfall led to less than ideal competition playing field conditions.

Water restrictions prevented the fields from being over seeded with ryegrass for the fall 2012, 2013, and 2014 seasons. This led to play taking place on dormant Bermuda grass, which has no ability to repair itself outside of the growing season. This was the leading cause for the declining turf quality and bare spots evident during the 2015 spring season.

In an effort to improve field conditions, parks staff has partnered with Growing Innovations, an independent turf grass consulting firm that specializes in training and education specific to high quality sports fields. Jerad Minnick, an internationally recognized turf grass expert with Growing Innovations, has visited Colleyville on three separate occasions to assist parks staff. Mr. Minnick's first visit to Colleyville took place in early March to assess the City's athletic fields. He returned in mid-March to provide an all-day training session for all parks staff, and again in mid-April to help develop a targeted plan to improve the fields. Mr. Minnick is scheduled to return to Colleyville once more in August of this year as a follow-up. The foundation of the Growing Innovations approach centers on "3 Keys":

1. Aggressive Cultivation
2. Nutrient Management
3. Traffic Management

Since the conclusion of the spring season, parks staff has been vigorously working to build upon previously established efforts to perform the "3 keys". In this time, staff has performed various methods of daily cultivation to deliver improved results. Cultivation efforts have included dethatching, aerification, turf replacement, and increasing the mowing frequency. Additionally, staff has used a new piece of equipment to de-compact the fields which stimulates deeper root growth and improves surface drainage.

Nutrient management has also been a large focus of the off-season period. Staff applied several applications of nutrients aimed at providing the turf with the essentials for repair and growth. These applications have consisted primarily of fertilizers, herbicides, wetting agents, and growth regulators.

Traffic management is the practice of reconfiguring the field layout on a periodic basis to reduce wear in high traffic areas of the fields such as in front of goals and in the center of the fields. This is something the parks staff began doing approximately two years ago.

Today, the staff is pleased with the quality and condition of the eight acres of competition field turf at Pleasant Run Park, but aims to improve upon it further by refining processes and staying abreast of innovation within the turf grass industry. Additionally, staff plans to over seed with ryegrass this fall, which will serve to protect the Bermuda grass and beautify the park. By continuing to build upon the "3 Keys", staff is confident the condition of the competition fields will remain consistent over time. These practices should further protect the turf against severe damage in the event that future water restrictions prevent over seeding with ryegrass.

### **Practice Fields**

There are approximately 8.5 acres dedicated to soccer practice fields on the north end of Pleasant Run Park. As seen in the attached layout, the eastern portion of this property is currently irrigated and contains no lighting, while the western half is not irrigated, but is lighted.

The Colleyville Soccer Association has priority use of these practice fields and has approached the City with a desire to partner on a project in an effort to improve the western portion of the practice facility. The stated goal is to bring it to a condition similar to that of the eastern half. To accomplish this goal would require grading of the property, followed by the installation of an irrigation system, and then the re-establishment of turf.

The Colleyville Soccer Association has indicated a willingness to initially contribute \$24,000 toward this project, and has indicated they could potentially provide additional funding in an amount of \$8,000 annually toward ongoing maintenance costs.

Staff estimates these improvements would lead to the use of an approximate

additional 1.2 million gallons of water annually, at a current cost of \$7,500, to irrigate the area at a rate similar to the portion of the practice facility that is currently irrigated. Additionally, irrigating this area would likely make it necessary to increase the contracted mowing frequency from 27 to 36 cycles per year resulting in an annual increase of approximately \$2,000.

Staff recommends to properly complete this project, it would be necessary to have a set of engineered construction documents developed. These documents would include an engineered grading plan, irrigation plans designed by a licensed irrigator, and plans for the re-establishment of turf. The documents would also be used in the process of obtaining bids for the project. Staff requested and received the attached proposal in an amount of \$15,900 from the David McCaskill Design Group for the development of construction documents along with an opinion of probable cost for this project and other ancillary services. As preliminary project estimates range from \$100,000 to \$150,000 depending on the scope, staff is seeking City Council direction on moving forward with this project in lieu of other park system priorities. These priorities include the improvements to the L. D. Lockett Park and the area behind the Senior Center. If the City Council expresses interest in proceeding with this project, staff would bring possible funding options forward at a future date. Staff would further recommend that if improvements were to be made to the practice field portion of the complex, that the scope be expanded to include additional lighting and possible replacement of the existing chain link fence. This would likely add significant costs to the project and the need to engage the adjoining neighborhood in conversations regarding lighting.

### **Playground**

At the City Council meeting on May 6, 2014, the City Council authorized the attached Resolution R-14-3744 approving the use of \$200,000 of Park Land Dedication Fund monies for improvements at Pleasant Run Park. The funding included an allocation of \$75,000 for the installation of a new playground at the park, the other \$125,000 replaced and improved the irrigation system on the competition fields, as well as the fencing around that area. As contained in the attached excerpt from the Executive Summary, the 2011 Parks, Recreation and Open Space Master Plan identified a need for three additional playgrounds in the short term, five-year timeframe. As the Pleasant Run Park soccer complex is used by over 1,000 participants, and their families, during both the spring and fall seasons and located adjacent to the Cotton Belt Trail, it is an ideal site for a new playground. Pleasant Run Park is approximately 33 acres, making it one of the largest park facilities in the City. The park is also the largest facility without a playground.

In December 2014, staff received the attached proposal from Recreation Consultants of Texas, a Buy Board vendor, for the turn-key installation of a playground for children ages 2-12 years in the amount of \$124,593. The attachment titled "Proposed Rendering" is a conceptual rendering of the proposed playground. The site of the proposed playground can be seen in the attached "Playground Location Site Map".

At the January 5, 2015, Parks and Recreation Advisory Board meeting, staff requested and received unanimous approval to recommend the use of Voluntary Park Funds in an amount not to exceed \$55,000 to fully fund the previously mentioned proposal to City Council. At the City Council meeting on January 20, 2015, the City Council approved attached Resolution R-15-3835, approving the use of \$55,000 of Voluntary Park Funds for the playground. This approval brought the total amount appropriated for the playground to \$130,000.

As full funding for the project was approved, staff planned to bring forward the contract for approval at a future City Council meeting and to have the playground installed prior to the fall 2015 soccer season. However, prior to the contract award, staff received communication from the Colleyville Soccer Association citing concerns with the installation of the playground. The Association's concerns centered on the belief that the proposed location would lead to unsupervised play and that the playground would not "enhance the sports experience" for their participants, as would their plans to improve the practice facility.

Staff is of the opinion that the addition of a playground would make the park more appealing to a variety of users and meets a need identified in the 2011 Parks, Recreation and Open Space Master Plan. Additionally, the process for selecting the location of the potential playground was based on factors that included distance from various physical elements, construction feasibility, and cost effectiveness. Parks located in neighboring cities with soccer complexes feature playgrounds in locations on the site that are similar to the proposed location of this playground. Staff is seeking City Council direction on moving forward with the playground portion of the planned Pleasant Run Park improvements.

**Attachments**

1. Pleasant Run Park Improvements Presentation
2. Layout - Pleasant Run Practice
3. Proposal - Engineered Construction Documents
4. Resolution- R-14-3744
5. Excerpt - 2011 Parks, Recreation and Open Space Master Plan
6. Proposal - Recreation Consultants of Texas
7. Proposed Rendering
8. Playground Location Site Map
9. Resolution- R-15-3835

# **Pleasant Run Park**

## **Field and Playground**

Overview and Update

Pre Council  
July 21, 2015



# Outline



Competition Fields



Practice Fields



Playground

# **Competition Fields**

# Overview



- Primarily used by the Colleyville Soccer Association
- 8.0 acres of playing fields, separated into six areas, three of which are lighted
- Maintained by Parks Department staff
- Tifway 419 Bermuda grass





# Staff Training



## Partnership with Growing Innovations

**March 5:** Initial site assessment and review of equipment

**March 18:** Staff training and site visit

**April 13 and 14:** Review of current practices and recommendations

**August TBD:** Site assessment and follow up

## “3 keys” to High Quality Athletic Fields

- Aggressive Cultivation
- Nutrient Management
- Traffic Management



**Jerad Minnick**  
President/Founder  
Growing Innovations



# Aggressive Cultivation

## Cultivation Practices

- Mowing
- Aerification
- De-compaction
- Dethatching
- Topdressing





# Nutrient Management

## Application Types

- Fertilizers
- Herbicides
- Growth regulators
- Wetting agents





# Traffic Management



Fall 2014



Spring 2015



# Current Condition



February 2015



June 2015

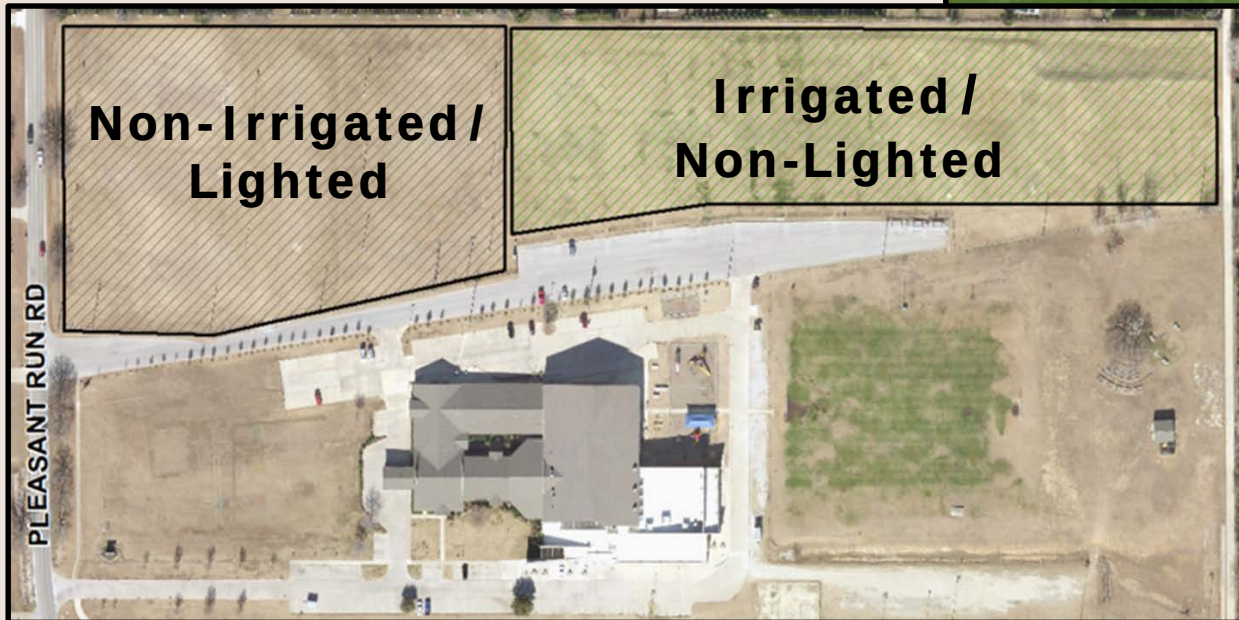
# **Practice Fields**



# Overview



- Located on the north end of Pleasant Run Park
- 8.5 acres
  - 4.0 acres irrigated
  - 4.5 acres non-irrigated
- Colleyville Soccer Association has priority use



# Proposed Project / Partnership



- CSA desires to partner with the City to improve the western half of the practice facility; CSA willing to contribute \$24,000 upfront and \$8,000 annually
- Project would require grading, installation of an irrigation system, and the re-establishment of turf
- Estimated 1.2 million gallons of water annually for irrigation
- Engineered construction documents required for construction and opinion of probable cost: proposal received in the amount of \$15,900
- Preliminary cost estimated range from \$100,000 to \$150,000 without additional lighting or fence.
- Funding options brought forward if project interest.





# **Playground**

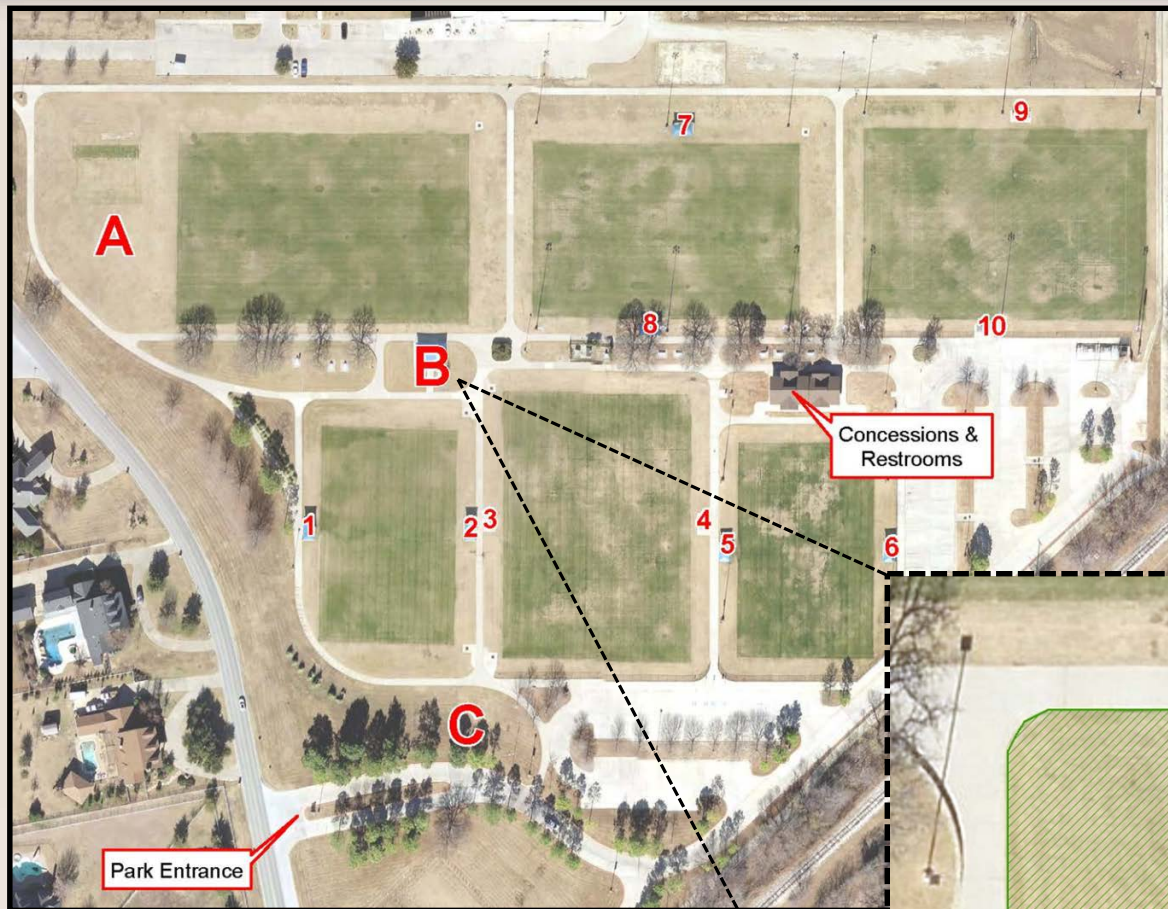
# Overview



Project designed and intended to meet a need identified by the 2011 Parks, Recreation and Open Space Master Plan

- **May 6, 2014:** \$75,000 approved for playground as part of an improvement package for Pleasant Run Park
- **December 2014:** received proposal for the playground in an amount of \$124,593
- **January 5, 2015:** Parks and Recreation Advisory Board recommend use of \$55,000 of Voluntary Park Fund monies to fully fund the project
- **January 20, 2015:** City Council approves the recommendation to use Voluntary Park Funds
- Staff received concerns from the Colleyville Soccer Association regarding the location of the playground, and that the playground would not “enhance the sports experience”

# Location Selection



- Distance from the restroom and concession building, parking lot, spectator bleachers, and Pleasant Run Road
- Construction feasibility (drainage, size, utility relocates)
- Cost effectiveness (taking advantage of current amenities)





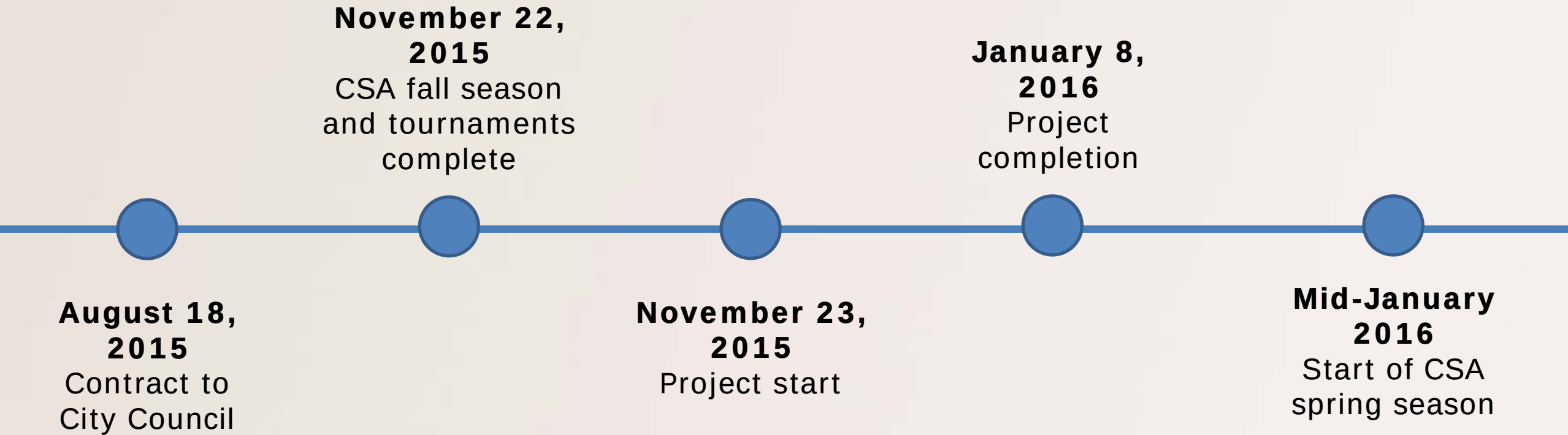
# Proposed Equipment

- Landscape Structures, Inc.
- Play elements designed for children ages 2-12



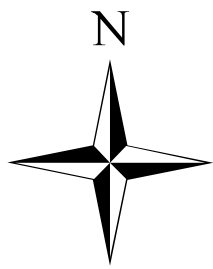
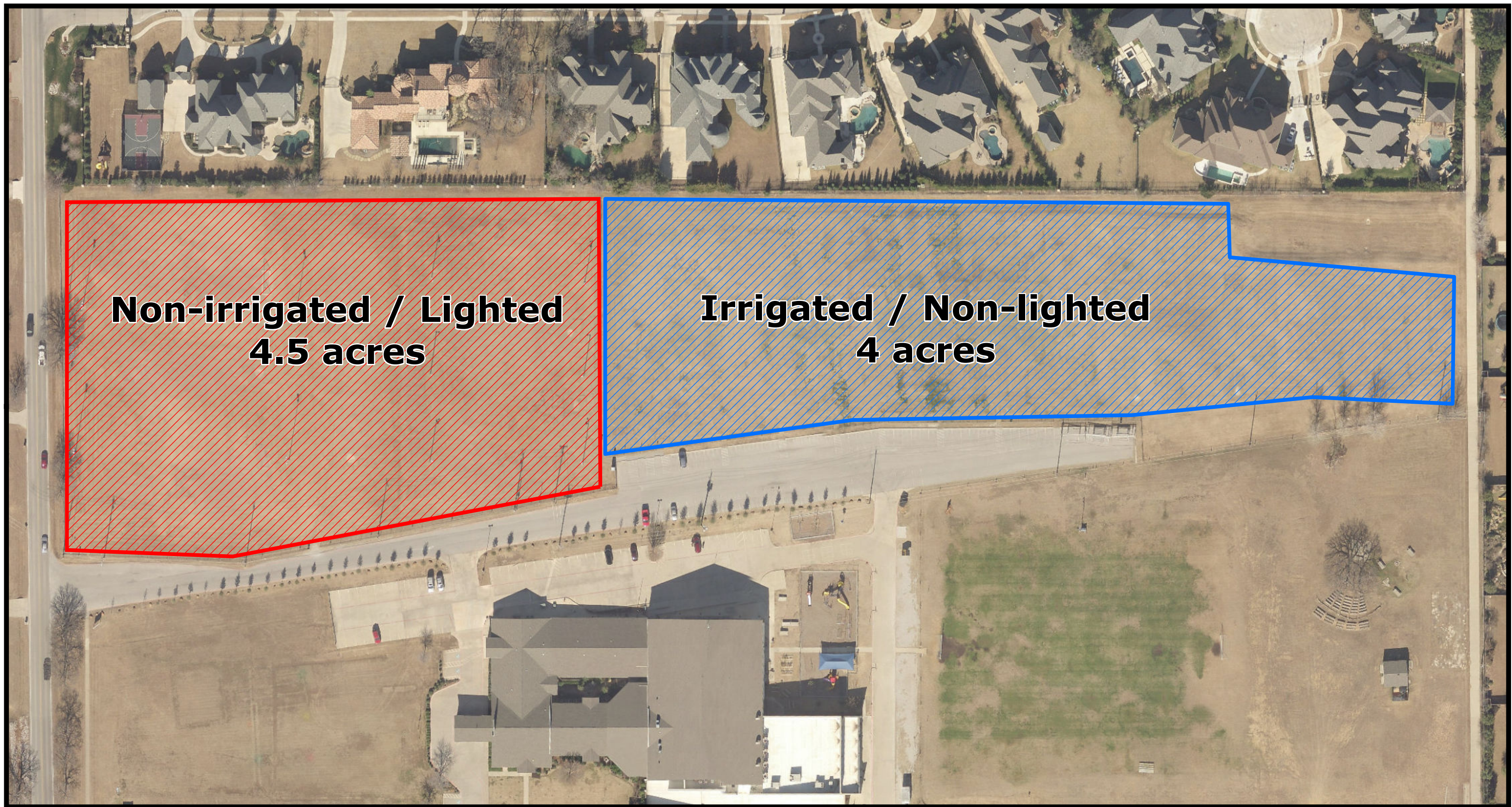


# Projected Project Timeline



# **Questions and Discussion**





# **Pleasant Run Park Practice Field Layout**





## Proposal - Engineered Construction Documents

# david mccaskill design group

*landscape architecture / park, trail and recreation planning*

620 E. Southlake Blvd., Southlake, TX 76092 / 817.709.2084 / david@dmccaskilldesign.com

June 15, 2015

Mr. James Hubbard – Parks Manager  
City of Colleyville – Parks Department  
5109 Bransford Road  
Colleyville, TX 76034

Re: Proposal for Landscape Architectural Services  
Colleyville Practice Soccer Fields  
Fort Worth, Texas  
Agreement between Owner and Landscape Architect

Dear James;

The **david mccaskill design group** is pleased to submit this proposal to provide Landscape Architectural Services for the above referenced project.

### **AGREEMENT**

This agreement is made and entered into effect as of the 15th day of June 2015.

Between the OWNER:

**City of Colleyville**  
5109 Bransford Road  
Colleyville, TX 76034

And the LANDSCAPE ARCHITECT:

**david mccaskill design group**  
620 E. Southlake Blvd.  
Southlake, TX 76092

For the following project:

**Colleyville Practice Soccer Fields**

CLIENT:

**City of Colleyville**

### **BASIC SERVICES**

The LANDSCAPE ARCHITECT shall provide the following basic services:

GENERAL DESCRIPTION: The Landscape Architect will provide design services associated with the upgrade of an existing five acre practice soccer complex.



### 1.01 SCOPE OF WORK

- Coordinate with the OWNER throughout the design and construction phase, including meetings as required.
- Provide a topographic and existing conditions survey of the entire five acre site.
- Provide the following construction drawings;
  - a. Existing conditions and demolition plan.
  - b. Layout plan for the fencing and retaining wall (if necessary).
  - c. Grading plan.
  - d. Erosion control plan.
  - e. Irrigation plan (anticipated tapping the existing water line in Pleasant Valley Road).
  - f. Construction details for the fence and retaining wall.
- Preparation of an opinion of probable cost.
- Bidding assistance (including distribution of construction documents).
- Review construction submittals and test reports.
- Three (3) construction observation site visits, including a final observation.

### 1.02 EXCEPTIONS

This scope of work does not include the following:

- Accessibility compliance, review and inspection.
- Design of any improvements beyond the five acre project area.
- Site plan submittal to the City.
- Design of any modifications of the existing lighting.
- Adherence to the City of Colleyville landscape ordinance.

### 1.03 TO BE PROVIDED BY THE OWNER

The following information shall be provided by the OWNER:

- List of preferred irrigation equipment

### **ADDITIONAL SERVICES**

2.01 The LANDSCAPE ARCHITECT may provide services beyond the LANDSCAPE ARCHITECT'S **BASIC SERVICES** listed above upon written authorization by the OWNER.

2.02 Additional services shall be provided on either a fixed fee or an hourly basis with a mutually agreed "not to exceed" amount. Hourly rates for Additional Services are as follows:

- Principal.....\$160.00
- Registered Landscape Architect... \$110.00
- Graduate Landscape Architect..... \$80.00
- CAD Tech..... \$60.00
- Clerical..... \$40.00

## **COMPENSATION AND PAYMENT**

3.01 The OWNER agrees to pay the LANDSCAPE ARCHITECT for the **BASIC SERVICES** listed above the lump sum fee broken down as follows:

- Topographic survey ..... \$ 5,200.00
- Landscape architecture services ..... \$ 7,800.00
- Irrigation design services ..... \$ 2,900.00
- TOTAL ..... \$15,900.00

3.02 The following expenses shall be reimbursed as a part of this contract. These reimbursable expenses will be billed at cost and should not exceed **\$300.00 – three hundred dollars and zero cents** in total expenses without written authorization from the OWNER. The expense breakdown, available upon request, will include the following:

- Cost of copies for drawings and reports; xerographic and photographic reproduction of drawings and illustrations and other documents furnished or prepared in connection with this project,
- Cost of digital scans,
- Cost of printing for small and large format plots for black and white or color plots, and;
- Mileage billed at \$0.575 per mile.

3.03 The LANDSCAPE ARCHITECT will bill the OWNER for fees associated with professional services on the twenty – fifth (25<sup>th</sup>) of each month based on percentage of services completed during the 30 days prior. A task-by-task description of work performed will be submitted with each invoice. All payments are due the LANDSCAPE ARCHITECT upon receipt of the invoice. Unpaid balances more than 30 days old will incur interest at the highest rate allowed by and in accordance with Texas law.

## **MISCELLANEOUS PROVISIONS**

4.01 This Agreement is governed by the laws of the State of Texas, the LANDSCAPE ARCHITECT’S principal place of business.

4.02 The LANDSCAPE ARCHITECT will perform their services in accordance with the standard of care expected of landscape architects doing projects of similar scope in the State of Texas. In performing these services the LANDSCAPE ARCHITECT cannot ensure perfection and therefore does not make any warranties, either expressed or implied, as to the quality of its services and deliverables.

4.03 This Agreement is the entire and integrated agreement between the OWNER and the LANDSCAPE ARCHITECT. This Agreement supersedes all prior negotiations, statements or agreements, either written or oral. The parties to this Agreement may amend this Agreement, only by a written document signed by the OWNER and the LANDSCAPE ARCHITECT.

- 4.04 INDEPENDENT CONTRACTOR: The OWNER and the LANDSCAPE ARCHITECT understand, acknowledge and agree that the LANDSCAPE ARCHITECT will be acting as an independent contractor at all times during the performance of the services described in this Agreement. No provisions or obligations expressed or implied in this Agreement shall create an employment, agency or fiduciary agreement.
- 4.05 THIRD PARTY BENEFICIARY DISCLAIMER: Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the OWNER or the LANDSCAPE ARCHITECT.
- 4.06 Neither the OWNER nor the LANDSCAPE ARCHITECT shall assign this Agreement without the written consent of each party.
- 4.07 This Agreement will become effective upon execution by all parties and when the OWNER provides written authorization to begin work.
- 4.08 The OWNER may terminate this agreement upon written notice to the LANDSCAPE ARCHITECT, in which event the OWNER will compensate the LANDSCAPE ARCHITECT for all work performed prior to the termination. The LANDSCAPE ARCHITECT may terminate this agreement upon ten (10) day written notice to the OWNER after occurrence of any of the following;
- The OWNER's failure to pay invoices within thirty (30) days,
  - Suspension of the project for more than sixty (60) days,
  - The OWNER's material default of any terms of this agreement, or
  - The OWNER'S failure to execute this agreement.
- 4.09 The LANDSCAPE ARCHITECT will be responsible for only its work and not for defects in the work designed or built by others.
- 4.10 As a condition precedent to either the OWNER or LANDSCAPE ARCHITECT filing any claim or litigation, the LANDSCAPE ARCHITECT and the OWNER will meet within thirty (30) days of a request by either party to attempt to resolve the dispute. The LANDSCAPE ARCHITECT will not be required to participate in any mediation or arbitration proceeding with any parties other than the OWNER without the LANDSCAPE ARCHITECTS consent. In the event of a dispute, neither the LANDSCAPE ARCHITECT nor the OWNER will be entitled to the award of attorney's fees. Venue for any dispute arising out of the services provided by the LANDSCAPE ARCHITECT under this agreement will be in the district court of Tarrant County, Texas. Any applicable statute of limitations will commence to run and any cause of action will be deemed to have accrued not later than the date of substantial completion of the LANDSCAPE ARCHITECTS professional services.

## **SUMMARY**

- 5.01 The **david mccaskill design group** is pleased to submit this proposal to City of Colleyville for Landscape Architectural services. We appreciate your consideration and are excited about the opportunity to work together on this project.

5.02 By executing this Agreement, the LANDSCAPE ARCHITECT and the OWNER agree and accept the terms listed above.

LANDSCAPE ARCHITECT  
**david mccaskill design group**

OWNER  
**City of Colleyville**

|                            |             |
|----------------------------|-------------|
| Signature                  | Signature   |
| Name: David McCaskill, RLA | Name:       |
| Title: President           | Title:      |
| Date: June 15, 2015        | Date: _____ |



## **RESOLUTION R-14-3744**

### **A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF MAY 6, 2014**

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

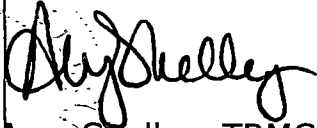
### **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS:**

- 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 April 15, 2014
  - b. Approval of the minutes of the City Council Worksession of April 16, 2014
  - c. Approval of a Facility Naming Policy
  - d. Approval of a change order to the engineering services agreement with CTC, Inc., for the design of railroad quiet zones at Bransford Road, Pleasant Run Road, and John McCain Road, and authorize the city manager to execute the agreement
  - e. Approval of a construction contract with Saber Development, for Colleyville Boulevard (SH26) Water and Sanitary Sewer Relocations – Phase 3, in an amount not to exceed \$3,269,859.75, and authorize the city manager to execute the contract
  - f. Approval of an agreement between CTC, Inc. and the City of Colleyville to provide maintenance services on the active warning and advance pre-emption equipment installed at the Fort Worth and Western Railroad crossings at Bransford Road, Pleasant Run Road, and John McCain Road, and authorize the city manager to execute the agreement
  - g. Approval of the use of Park Land Dedication Fund monies for the Pleasant Run Soccer Field improvements

**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF 6 AYES, 0 NAYS, AND 0 ABSTENTIONS  
ON THIS THE 6<sup>TH</sup> DAY OF MAY 2014.

**ATTEST:**



Amy Shelley, TRMC  
City Secretary

**CITY OF COLLEYVILLE**



David Kelly  
Mayor

## Outdoor and Indoor Facilities

### OUTDOOR FACILITY NEEDS AND RECOMMENDATIONS

The City of Colleyville has been proactive in providing outdoor athletic facilities for competitive use and, therefore, does not need to develop additional competitive use facilities within the next five years. However, a level of service analysis of practice facilities and non-athletic outdoor recreation facilities does indicate a need (see Figure ES 3). These needs align with the results of the public involvement process, in which many residents expressed the need for more trails and passive park amenities for family use. The majority of the facilities shown in Figure ES 3 can be constructed along with park development; however, some recreational facilities could be constructed independently of other park development projects.

**Figure ES 3**

**Outdoor Facility Needs**

*(These needs are based on a level of service analysis and may not be directly reflected in the Implementation Plan)*

**Athletic Facility Needs (2011–2016 or 5 Year Target)\***

- |                                   |            |
|-----------------------------------|------------|
| • Multi-Purpose Practice Fields** | 2 Fields   |
| • Basketball Goals                | 2 Goals*** |

**Non-Athletic Facility Needs (2011–2016 or 5 Year Target)\***

- |                              |               |
|------------------------------|---------------|
| • Paved Hike and Bike Trails | 4 Miles       |
| • Natural Surface Trails     | 2 Miles       |
| • Playgrounds                | 3 Playgrounds |
| • Pavilions                  | 2 Pavilions   |

\*Deficiencies based on a projected 2016 population of 24,115

\*\*Open fields designed or usable for football, soccer, and baseball practice

\*\*\*One full-court or two half-courts

# Proposal - Recreation Consultants of Texas



KidZone Play, LLC  
DBA Recreation Consultants of Texas  
11660 Plano Road  
Dallas, TX 75243

214-503-7320 Phone  
214-341-1221 Fax

## Proposal

| Date                             | Estimate # |
|----------------------------------|------------|
| 12/12/2014                       | KP3064     |
| Proposals are valid for 30 days. |            |

City of Colleyville  
5109 Bransford  
Colleyville, TX 76034

| Terms        | Sales Consultant | FOB         | Project           | Ship VIA  |
|--------------|------------------|-------------|-------------------|-----------|
| N 30 Ship Dt | JAS              | Colleyville | Pleasant Run Park | Truckload |

| Qty                                                                                                                                     | Item         | Description                                                                                                                                                                                                                                                                                                                                                             | Unit Price       | Unit Wt. | Total Wt. | Total     |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------|-----------|-----------|
| 1                                                                                                                                       | PlayBooster  | Landscape Structures Custom Designed Modular Play System # 79314-1-2, ages 5-12, direct bury                                                                                                                                                                                                                                                                            | 20,109.00        | 2009     | 2009      | 20,109.00 |
| 1                                                                                                                                       | PlayBooster  | Custom Designed Modular Play System # 79314-1-2 ages 2-5, direct bury                                                                                                                                                                                                                                                                                                   | 19,784.00        | 1760     | 1760      | 19,784.00 |
| 1                                                                                                                                       | OmniSpin     | OmniSpin Spinner # 173591A, surface mount                                                                                                                                                                                                                                                                                                                               | 6,460.00         | 499      | 499       | 6,460.00  |
| 1                                                                                                                                       | Freestanding | Blender Spinner # 201551A, direct bury                                                                                                                                                                                                                                                                                                                                  | 1,965.00         | 103      | 103       | 1,965.00  |
| 1                                                                                                                                       | Freestanding | Boogie Board # 194704A, direct bury                                                                                                                                                                                                                                                                                                                                     | 1,945.00         | 173      | 173       | 1,945.00  |
| 1                                                                                                                                       | Freestanding | Gyro Twister Spinner # 201549A, direct bury                                                                                                                                                                                                                                                                                                                             | 2,010.00         | 253      | 253       | 2,010.00  |
| 1                                                                                                                                       | Swings       | Toddler Swing w/2 Full Bucket Seats, ProGuard Chains #s 176038G & 177336A, direct bury                                                                                                                                                                                                                                                                                  | 1,445.00         | 158      | 158       | 1,445.00  |
|                                                                                                                                         | Discount     | 5% BuyBoard Discount                                                                                                                                                                                                                                                                                                                                                    | -2,686.00        |          |           | -2,686.00 |
| 1                                                                                                                                       | Freight      | Truckload Rate                                                                                                                                                                                                                                                                                                                                                          | 3,000.00         |          |           | 3,000.00  |
|                                                                                                                                         |              | Subtotal - Play Equipment & Freight w/BuyBoard Discount                                                                                                                                                                                                                                                                                                                 |                  |          |           | 54,032.00 |
| 4,500                                                                                                                                   | Fibar        | Fibar System 300 Playground Safety Surfacing System. Priced per Square Foot.<br>Fibar Engineered Wood Fiber. Tested & Certified to Meet Applicable ASTM Specifications for Playground Safety Surfacing. Certificates, Test Reports, & Samples Available Upon Request.<br>FibarFelt Geotextile Fabric.<br>FibarDrain Modular Drainage System.<br>Priced per Square Foot. | 1.56711          |          |           | 7,052.00  |
|                                                                                                                                         | Discount     | 5% BuyBoard Discount                                                                                                                                                                                                                                                                                                                                                    | -352.00          |          |           | -352.00   |
| 1                                                                                                                                       | Freight      | Truckload Rate                                                                                                                                                                                                                                                                                                                                                          | 1,475.00         |          |           | 1,475.00  |
|                                                                                                                                         |              | Subtotal - Fibar 300 w/Freight & BuyBoard Discount                                                                                                                                                                                                                                                                                                                      |                  |          |           | 8,175.00  |
|                                                                                                                                         |              | *** INSTALLATION SERVICES PROVIDED BY CUSTOM SWINGS OF TEXAS, A LANDSCAPE STRUCTURES CERTIFIED INSTALLER ***                                                                                                                                                                                                                                                            |                  |          |           |           |
| 1                                                                                                                                       | Dumpster     | Dumpster Rental - IF DISPOSAL SITE NOT PROVIDED BY CUSTOMER                                                                                                                                                                                                                                                                                                             | 1,250.00         |          |           | 1,250.00  |
| 1                                                                                                                                       | Site Work    | Excavation of Playground Pit to 12" & Haul Off Spoils                                                                                                                                                                                                                                                                                                                   | 20,000.00        |          |           | 20,000.00 |
|                                                                                                                                         |              |                                                                                                                                                                                                                                                                                                                                                                         | Subtotal         |          |           |           |
| 1.5% FINANCE CHARGE PER MONTH IF PAYMENT RECEIVED AFTER DUE DATE.                                                                       |              |                                                                                                                                                                                                                                                                                                                                                                         | Sales Tax (0.0%) |          |           |           |
| SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER & ACCEPTANCE OF ALL NOTES, TERMS, FINANCE CHARGES & CONDITIONS |              |                                                                                                                                                                                                                                                                                                                                                                         |                  |          |           |           |
| Signature _____                                                                                                                         |              |                                                                                                                                                                                                                                                                                                                                                                         | Total            |          |           |           |





KidZone Play, LLC  
DBA Recreation Consultants of Texas  
11660 Plano Road  
Dallas, TX 75243

214-503-7320 Phone  
214-341-1221 Fax

# Proposal

| Date                             | Estimate # |
|----------------------------------|------------|
| 12/12/2014                       | KP3064     |
| Proposals are valid for 30 days. |            |

City of Colleyville  
5109 Bransford  
Colleyville, TX 76034

| Terms        | Sales Consultant | FOB         | Project           | Ship VIA  |
|--------------|------------------|-------------|-------------------|-----------|
| N 30 Ship Dt | JAS              | Colleyville | Pleasant Run Park | Truckload |

| Qty   | Item            | Description                                                                                                                                                                                                                                                                            | Unit Price | Unit Wt. | Total Wt. | Total     |
|-------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|-----------|-----------|
| 150   | Drain Material  | Supply & Install 4" Perforated & Socked Drain Pipe in Gravel-Filled Trench. Priced per Linear Foot.                                                                                                                                                                                    | 12.00      |          |           | 1,800.00  |
| 50    | Drain Material  | Supply & Install 4" Solid Drain Pipe to Daylight Drains                                                                                                                                                                                                                                | 12.00      |          |           | 600.00    |
| 1     | Commercial I... | Installation of Above Landscape Structures Play Equipment                                                                                                                                                                                                                              | 17,200.00  |          |           | 17,200.00 |
|       | Discount        | 17% BuyBoard Discount                                                                                                                                                                                                                                                                  | -2,924.00  |          |           | -2,924.00 |
| 1     | Concrete        | Concrete Work                                                                                                                                                                                                                                                                          | 18,160.00  |          |           | 18,160.00 |
| 4,500 | Commercial I... | Installation of Fibar 300. Priced per Square Foot.                                                                                                                                                                                                                                     | 1.40       |          |           | 6,300.00  |
|       |                 | Subtotal - Installation Services Provided by Custom Swings of Texas w/BuyBoard Discount                                                                                                                                                                                                |            |          |           | 62,386.00 |
|       | Optional Work   | *** FOLLOWING CAN BE SUPPLIED AT ADDITIONAL COST IF REQUIRED. PLEASE CALL FOR PRICING. ***                                                                                                                                                                                             | 0.00       |          |           | 0.00      |
|       |                 | * Underground Utility Line Location by Private Contractor.<br>NOTE: CUSTOMER IS RESPONSIBLE FOR CONSTRUCTION DAMAGE TO UNMARKED UTILITY LINES. IT IS HIGHLY RECOMMENDED THAT A PRIVATE CONTRACTOR BE HIRED TO SURVEY & MARK THE AREA TO ENSURE ALL PUBLIC & PRIVATE LINES ARE LOCATED. |            |          |           |           |
|       |                 | * Payment/Performance Bonds.                                                                                                                                                                                                                                                           |            |          |           |           |
|       |                 | * Latrine Rental - ** REQUIRED **<br>IF CREW FACILITIES NOT PROVIDED BY CUSTOMER                                                                                                                                                                                                       |            |          |           |           |
|       |                 | * Equipment Rental for Special Soil Conditions As Outlined in Attached Addendum 1                                                                                                                                                                                                      |            |          |           |           |
|       |                 | *** CUSTOMER IS RESPONSIBLE FOR CONSTRUCTION PERMITS & INSPECTIONS IF REQUIRED BY LOCAL BUILDING CODES. FEES FOR ENGINEER SEALED DRAWINGS ARE NOT INCLUDED ON THIS PROPOSAL. ***                                                                                                       |            |          |           |           |
|       |                 | *** CUSTOMER IS RESPONSIBLE FOR SUBMITTAL OF SEALED PLANS                                                                                                                                                                                                                              |            |          |           |           |

Subtotal

1.5% FINANCE CHARGE PER MONTH IF PAYMENT RECEIVED AFTER DUE DATE.

Sales Tax (0.0%)

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER & ACCEPTANCE OF ALL NOTES, TERMS, FINANCE CHARGES & CONDITIONS

Signature \_\_\_\_\_

Total



KidZone Play, LLC  
 DBA Recreation Consultants of Texas  
 11660 Plano Road  
 Dallas, TX 75243

214-503-7320 Phone  
 214-341-1221 Fax

# Proposal

| Date                             | Estimate # |
|----------------------------------|------------|
| 12/12/2014                       | KP3064     |
| Proposals are valid for 30 days. |            |

City of Colleyville  
 5109 Bransford  
 Colleyville, TX 76034

| Terms        | Sales Consultant | FOB         | Project           | Ship VIA  |
|--------------|------------------|-------------|-------------------|-----------|
| N 30 Ship Dt | JAS              | Colleyville | Pleasant Run Park | Truckload |

| Qty                                                                                                                                      | Item | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Unit Price       | Unit Wt. | Total Wt. | Total |
|------------------------------------------------------------------------------------------------------------------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------|-----------|-------|
|                                                                                                                                          |      | <p>TO REGISTERED ACCESSIBILITY SPECIALIST (RAS) FOR TEXAS ACCESSIBILITY STANDARDS (TAS) REVIEW IF REQUIRED. COSTS ASSOCIATED WITH PRODUCTION OF SEALED PLANS &amp; RAS REVIEW ARE NOT INCLUDED IN THIS PROPOSAL. ***</p> <p>*** NOTE ON INDEPENDENT POST-INSTALLATION SAFETY AUDIT IF REQUIRED BY CONTRACT:</p> <p>RECREATION CONSULTANTS OF TEXAS ** DOES NOT ** PRICE AN INDEPENDENT SAFETY AUDIT DUE TO POTENTIAL CONFLICT OF INTEREST ISSUES. CUSTOMER OR GENERAL CONTRACTOR IS RESPONSIBLE FOR CONTRACTING DIRECTLY WITH AN INDEPENDENT AUDITOR FOR THE SERVICE. PLEASE CONTACT YOUR RCT DESIGN CONSULTANT TO REQUEST A LIST OF RECOMMENDED INDEPENDENT AUDITORS. ***</p> |                  |          |           |       |
|                                                                                                                                          |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Subtotal         |          |           |       |
| 1.5% FINANCE CHARGE PER MONTH IF PAYMENT RECEIVED AFTER DUE DATE.                                                                        |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Sales Tax (0.0%) |          |           |       |
| SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER & ACCEPTANCE OF ALL NOTES, TERMS , FINANCE CHARGES & CONDITIONS |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Total            |          |           |       |
| Signature _____                                                                                                                          |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                  |          |           |       |



KidZone Play, LLC  
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# Proposal

| Date                             | Estimate # |
|----------------------------------|------------|
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City of Colleyville  
 5109 Bransford  
 Colleyville, TX 76034

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|--------------|------------------|-------------|-------------------|-----------|
| N 30 Ship Dt | JAS              | Colleyville | Pleasant Run Park | Truckload |

| Qty                                                                                                                                                            | Item           | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Unit Price       | Unit Wt. | Total Wt.    | Total |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------|--------------|-------|
|                                                                                                                                                                | Rock Note      | *** IMPORTANT NOTE CONCERNING ROCK ***<br>If rock is encountered while drilling, and no rock driller has been reserved in advance of the installation, and it becomes necessary to bring in special equipment to drill holes, a rock charge equal to \$150.00 per hole will apply with a \$3,000 minimum. It is the customer's responsibility to supply Custom Swings of Texas with a soil test to determine if rock is present at the playground site. A rock charge will be added to the attached proposal based upon the above if the soil test shows rock within 30" of the top of grade.                                                                                                                                                                                          | 0.00             |          |              | 0.00  |
|                                                                                                                                                                | Addendum 1 ... | INSTALLATION OF PLAY EQUIPMENT BY CUSTOM SWINGS OF TEXAS, A CERTIFIED INSTALLER FOR LANDSCAPE STRUCTURES, INC. PLAYGROUND EQUIPMENT.<br><br>IMPORTANT: SEE ADDENDUM 1 FOR CONDITIONS OF CONTRACT REQUIRED FOR CUSTOM SWINGS OF TEXAS PROJECTS. NO WORK WILL BE PERFORMED UNLESS CUSTOMER ACKNOWLEDGES RECEIPT OF THIS ADDENDUM AND RETURNS SIGNED COPY WITH ORDER.<br><br>FAILURE TO SIGN & RETURN ADDENDUM 1 MAY RESULT IN ADDITIONAL CHARGES.<br><br>NOT RESPONSIBLE FOR DAMAGE TO EXISTING CONCRETE OR LANDSCAPING CAUSED BY HEAVY WORK EQUIPMENT.<br><br>INSURANCE NOTE:<br>Price quoted assumes our standard ACORD insurance certificate is adequate for the purpose. Additional Insureds or Waivers of Subrogation endorsements required for this project may be billed at cost. | 0.00             |          |              | 0.00  |
|                                                                                                                                                                |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Subtotal         |          | \$124,593.00 |       |
| 1.5% FINANCE CHARGE PER MONTH IF PAYMENT RECEIVED AFTER DUE DATE.                                                                                              |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Sales Tax (0.0%) |          | \$0.00       |       |
| SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER & ACCEPTANCE OF ALL NOTES, TERMS, FINANCE CHARGES & CONDITIONS<br><br>Signature _____ |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Total            |          | \$124,593.00 |       |



## Custom Swings of Texas

### ADDENDUM 1 To Proposal/Contract for Installation

- GENERAL** - This proposal is inclusive of all materials and labor to perform the work as outlined on the attached proposal. Reasonable care shall be taken to preserve landscaping shrubs and bushes, but no warranty is expressed or implied as to condition or survivability of affected plants. Grass or turf shall be preserved to the best of our ability, however, should replacement be necessary, it is outside the scope of this proposal and would constitute an additional cost to owner. Indentations in sod caused by heavy equipment running over it will not be repaired without additional cost to the owner. Sod and dirt spoils produced by drilling holes for the equipment will be disposed of on site unless owner directs the removal of the spoils and covers the cost of the removal to a suitable dump site. Care shall be taken to preserve the integrity of irrigation systems that are within the scope of the proposed work. It should be noted that repair work would be performed by a licensed irrigation installer at owner expense beyond the proposal price. Electrical lines, gas pipes, water lines, telephone cable and cable transmission lines will require location by the owner. A confirmation number from DIGTESS will be required before any holes will be dug. It is the general contractor/owner's responsibility to call DIGTESS at 1-800-344-8377 4-6 days before the scheduled installation date and to inform DIGTESS of the location of the playground on the customer's site. **Customer should be aware that DIGTESS does not mark lines on Private Property that are the property of the customer, and these lines may be located by a line locating service for an additional fee paid by the customer directly to the service provider.** Customer must provide installer a copy of any and all "as built" plans available to customer showing any underground lines in the playground area. INSTALLER, CUSTOM SWINGS OF TEXAS, IS NOT RESPONSIBLE FOR REPAIRING ANY UNDERGROUND LINES HIT DURING INSTALLATION THAT ARE NOT MARKED OR ARE NOT SHOWN ON PLANS PROVIDED TO INSTALLER. INSTALLER WILL CEASE ALL WORK AND NOTIFY CUSTOMER OF ANY UNDERGROUND LINES HIT DURING INSTALLATION AND WILL NOT PROCEED WITH THE INSTALLATION UNTIL CUSTOMER GIVES THE NOTICE TO PROCEED. It is suggested that temporary services for both telephone and cable be installed and left above ground to prevent service interruption.
- SITE PREP** – Minimal site prep is included in these estimates to achieve a final grade not to exceed 1" of surface grading with no removal of material. These estimates assume final grade with no more than 1%-2% slope for drainage was provided by General Contractor or by Customer. Custom Swings of Texas. assumes no liability for poor drainage or unlevel ground unless Custom Swings of Texas is the provider of the drainage system. **If the Custom Swings of Texas crew arrives on the site at the time designated by the customer to begin work, and the site is not ready, costs have been incurred by Custom Swings of Texas and the customer is advised that additional charges may**



be added to the invoice if conditions warrant. To avoid this happening, the customer must inform Custom Swings of Texas a minimum of 48 hours in advance of the scheduled installation time that the site is not ready.

3. **ROCK CHARGE** – If rock is encountered while drilling, and no rock driller has been reserved in advance of the installation, and it becomes necessary to bring in special equipment to drill holes, a rock charge equal to \$150.00 per hole will apply with a \$3,000 minimum. It is the customer's responsibility to supply Custom Swings of Texas with a soil test to determine if rock is present at the playground site. A rock charge will be added to the attached proposal based upon the above if the soil test shows rock within 30" of the top of grade.
4. **ACCESSIBILITY** - The attached proposal for Commercial Installation assumes that the playground site is accessible by a safe, level route for a Caterpillar Skidsteer 252B. Custom Swings of Texas. will not assume any liability for broken sprinklers, drains, valve covers, landscaping, concrete sidewalks, curbs, or any other fixtures in the path due to the operation of this equipment between the playground site and the off-loading point for the equipment and materials. If the site is not accessible with this equipment, this proposal is invalid and will not be honored by Custom Swings of Texas.
5. **LONG CARRY** - A long carry charge may apply if the distance from the playground site to the off-loading point is greater than 50-75 feet depending on terrain and immovable obstacles such as retaining walls, fences, steep inclines, and narrow passages. It is the customer's responsibility to notify the Custom Swings of Texas. representative if any of these conditions exist so that a proper evaluation can be made, and the proposal may be adjusted accordingly.
6. Customer will make every effort to assist the installation team in procuring an accessible route for the equipment delivery truck and the fall zone material delivery truck (both 18 wheelers). **INSTALLER, CUSTOM SWINGS OF TEXAS, IS NOT RESPONSIBLE FOR DAMAGE TO LOW HANGING TREES IN THE PATH OF THE DELIVERY TRUCKS.**

**I have read the above Addendum 1 to the proposal for Installation and will make every effort to inform and assist the Custom Swings of Texas Installation Team so as to eliminate obstacles to a safe and efficient installation of the playground equipment on our site. I agree to abide by these conditions. I also agree that no other company, including any equipment provider or Recreation Consultants of Texas may be held liable for the actions and service provided by Custom Swings of Texas.**

|                    |                |               |
|--------------------|----------------|---------------|
| _____<br>Signature | _____<br>Title | _____<br>Date |
|--------------------|----------------|---------------|

|                     |                       |
|---------------------|-----------------------|
| _____<br>Print Name | _____<br>Company Name |
|---------------------|-----------------------|

\_\_\_\_\_  
Project Name and Address

\_\_\_\_\_  
Projected Installation Date

## Proposed Rendering

# Pleasant Run Park

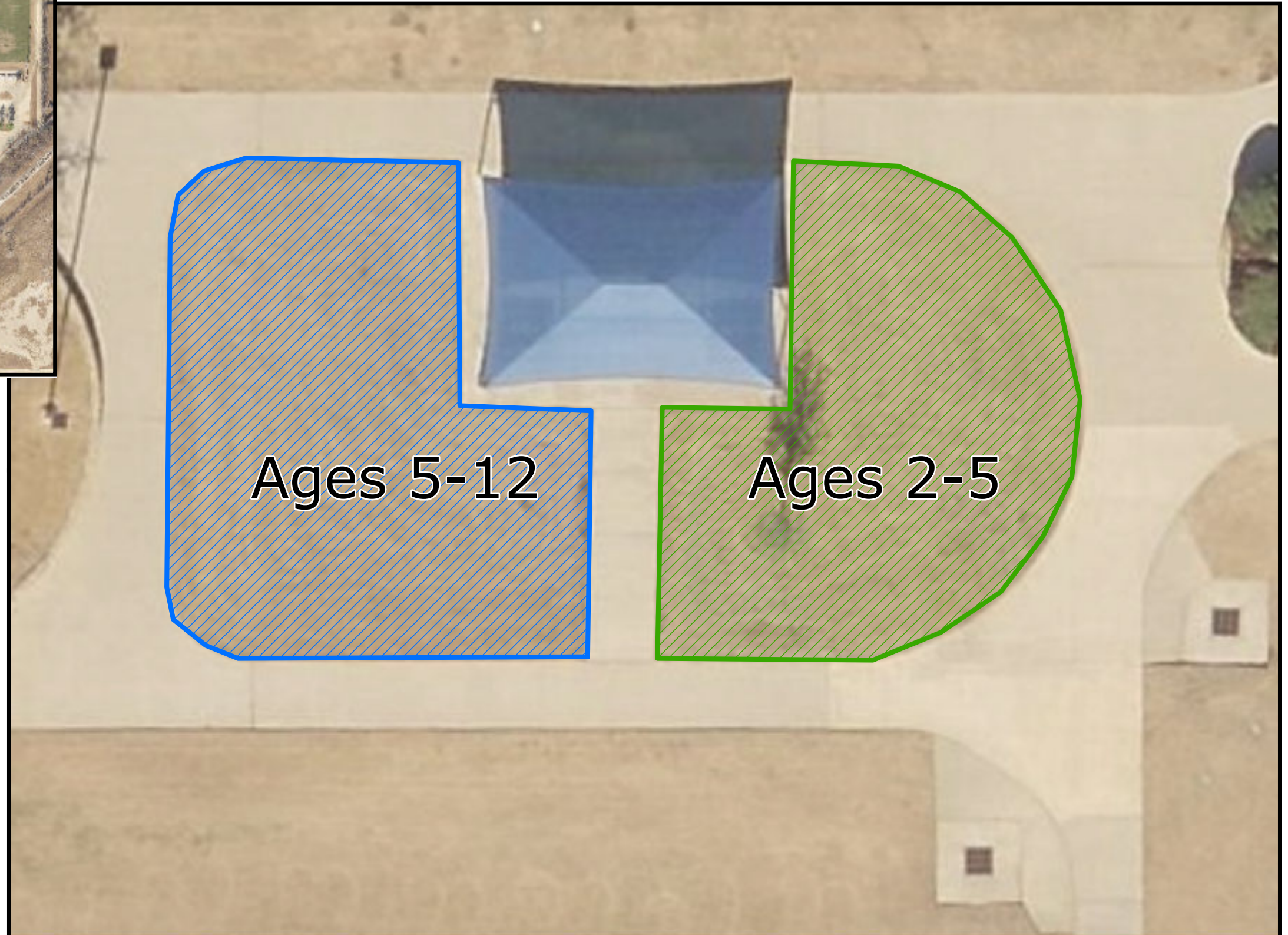
Colleyville, Texas   February 17, 2015   #79314-1-4







# Pleasant Run Park Playground Site Location Map



**RESOLUTION R-15-3835**

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER  
CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF  
JANUARY 20, 2015**

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

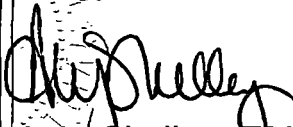
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF COLLEYVILLE, TEXAS:**

- 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 January 6, 2015
  - b. Approval of the minutes of the City Council worksession of January 13, 2015
  - c. Approval of the use of Voluntary Park Funds for a playground at Pleasant Run Park, in an amount not to exceed \$55,000

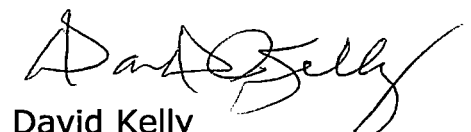
**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF 6 AYES, 0 NAYS, AND 0  
ABSTENTIONS ON THIS THE 20<sup>TH</sup> JANUARY 2015.

**ATTEST:**

  
Amy Shelley, TRMC  
City Secretary

**CITY OF COLLEYVILLE**

  
David Kelly  
Mayor





# City of Colleyville City Council Agenda Briefing

City Hall  
100 Main Street  
Colleyville, Texas 76034  
[www.colleyville.com](http://www.colleyville.com)

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**Agenda Number** PC-4

**Agenda Date** 07/21/2015

**Type** Pre Council

**Department** Community Development

---

## **Title**

Discussion of potential amendments to Chapter 2 - Definitions and Chapter 5 - Tree Preservation of the Land Development Code

## **Strategy Map Connection**

C2- Deliver high quality and unique customer service

## **Explanation**

Chapter 5 (Tree Preservation) of the Land Development Code was adopted in 2000, and then revised in 2009 and 2014. Definitions associated with the Tree Preservation Chapter are also contained within Chapter 2 (Definitions) of the Land Development Code. The tree-related provisions of the Land Development Code are generally referred to as the "Tree Code." The substantive amendments made in 2014, coupled with recent opportunities to implement the regulations put in place, have resulted in staff and customer identification of some code language that needs to be revised to clarify intent, administration, and legibility.

Some of the changes identified are not necessarily a result of the 2014 amendments to the Tree Code. As new situations arise and the regulations are applied in different project scenarios, unclear provisions and conflicting language are discovered. Staff has kept track of these items as they have come up, but additional proactive analysis is necessary to identify other administrative clarifications as needed.

## **Project Scope**

The amendments proposed with this item are strictly related to rectifying discrepancies in code language and to minimally alter wording to clarify intent for administration purposes. Although substantive changes to the Tree Code may be prudent at some point in the future, staff would like to process these "clean-up" amendments to assist customers in understanding development requirements and assist staff with the implementation of City Council policy.

## **Administration Snapshot**

The Tree Code is applied at several points throughout the development process. Initially, customers (homeowners, developers, realtors, builders, etc.) contact the Community Development Department to ask for permission to remove a tree, inquire about a tree that has been taken down, or to perform preliminary due diligence for a project. After the inquiry/due diligence phase, they either proceed to submit a Tree Removal Permit or to attain entitlements (rezoning to Planned Unit Development where

required buffers are established, requesting waivers to the Tree Code, attaining variances for hardships, etc.). After entitlements, the standard site plan, permits, and plats are submitted and processed where actual tree preservation fencing and tree removal are assessed in detail. At the end of the development process after permits have been issued, are inspections for Tree Code compliance through construction and project finalization (ex. installing irrigation, paying mitigation fees, etc.).

Staff, along with a third party tree and landscaping firm, must apply the Tree Code at all of these different stages of development. The same provision or definition can be applied throughout the development process in different ways. For example, the definition of "Critical Root Zone" relates to several regulations in Chapter 5 (Tree Preservation). It is necessary to establish where tree preservation is needed and what work can be done in which areas. It is the intent of staff to ensure that all provisions and definitions are consistent and better understood.

### **Proposed Amendments**

Amendments to the Tree Code that staff has identified as necessary generally relate to the following four categories:

1. Updating, adding, or combining relevant definitions;
2. Rectifying discrepancies between similar regulatory provisions in various places within the Code;
3. Enforcement clarification; and
4. Rewording or rearranging for legibility.

Although staff has completed a preliminary analysis of the Tree Code, staff anticipates additional amendments for consideration by City Council as noted above. With this item, several examples have been provided in the associated PowerPoint presentation to give City Council an idea of what type of amendments staff would like to bring forward with this project.

Staff is seeking direction regarding potential amendments to improve the administration of the Tree Code, prior to a full review and analysis at a later date.

### **Attachments**

1. Tree Preservation Presentation
2. Chapter 2 - Definitions
3. Chapter 5 - Tree Preservation

# **City of Colleyville**

# **Tree preservation**

**Chapter 2 - Definitions**

**Chapter 5 - Tree Preservation**

# Project Scope

- Rectify discrepancies in code language and to minimally alter wording to clarify intent for administration purposes
- Substantive changes not proposed with this scope



# Categories

There are four categories for potential changes to Chapters 2 and 5:

1. Updating, adding, or combining relevant definitions;
2. Rectifying discrepancies between similar regulatory provisions in various places within the Code;
3. Enforcement clarification; and
4. Rewording or rearranging for legibility.

# 1. Relevant Definitions

- Section 5.8
  - Canopy configuration, critical root zone, and dripline are all used interchangeably, but are not the same
  - Add definition for “Tree Species”
- Section 5.8.A.4
  - Add a definition for “Tree Survey Table”
  - Add a definition for “Tree Mitigation Table”
  - Add a definition for “Registered Landscape Architect”
- Section 5.9.C
  - Add a definition for “Native Tree Stand”

# 1. Relevant Definitions

- Section 5.10
  - Compare definitions for the following:
    - Buildable area
    - Building envelope
    - Building footprint
    - Commercial building footprint
    - Residential setback envelope
  - Determine which is best to use in each section of ordinance and revise where necessary.

# 2. Providing Clarity and Consistency

## Chapter 2



- “Critical Root Zone” should also refer to “Dripline” and vice versa. Determine how to account for irregular canopies.
- Move “Diameter” so it precedes “Dilapidated.”
- “Tree, Protected” should add the Cottonwood and Cedar exceptions.
- “Tree Preservation Plan” wording needs to be added re: preparation by registered landscape architect.
- “Tree Removal Permit” refers to “this Ordinance.”
- “Tree Survey” definition should be renamed to “Tree Survey Table.”



## 2. Providing Clarity and Consistency

### Chapter 5 continued



- Section 5.5
  - Is this covered enough in subsequent sections:
    - When is a tree removal permit required
    - When is mitigation required
- Section 5.7
  - Fees related to permits
  - Fee categories for different property types (single family vs. multi-family, i.e., duplex)
  - Developer vs. builder fees
  - Permit validity

## 2. Providing Clarity and Consistency

### Chapter 5 continued



- Section 5.8
  - What is a “minimal amount of trees”?
  - What needs to be included in the description?
  - What is a “limited portion” of the site?
  - Timing of fee due date
  - Canopy configuration, critical root zone and dripline are all used interchangeably, but are not the same. Review definitions.
  - How are irregular canopies accounted for? Necessity of having an accurate canopy.
  - Include wording regarding the metal tag to be placed on each protected tree and appropriately marked in field conditions.

## 2. Providing Clarity and Consistency

### Chapter 5 continued



- Section 5.8 continued
  - Tree Survey Table. What are the requirements? Provide an example.
  - Proposed locations for replacement trees on each lot. What constitutes a lot? Provide clarity.
  - Remove critical root zone requirement. This is asking for duplicate information.
  - Tree mitigation table explanation needs enhancing.
  - Definition of “tree species”. **Genus** and species name should be provided.
  - Tree mitigation table shows 3” caliper replacements, not 6” caliper as stated in later section. Should this be updated to show replacement “tree caliper inches” instead of quantity of trees?

## 2. Providing Clarity and Consistency

### Chapter 5 continued



- Section 5.8.B
  - Permit validity moved up
- Section 5.8.C
  - Construction plan – protection fencing is not described in detail until Section 5.11. Should the wording be cross-referenced here?
  - Also, details showing protection fencing should be required.
  - Grading within protective fencing in the grade change area - wording not clear. Is fencing moving closer to or further away from tree?



## 2. Providing Clarity and Consistency

### Chapter 5 continued



- Section 5.8.C continued
  - Need clarification for wording regarding the watering of trees
    - “most heavily impacted by construction activities”
    - “watered deeply”
    - “during periods of hot and dry weather”
    - “periodically”
  - Is trenching allowed inside fencing? Clarify – no damage to root systems. Graphic example may be necessary.
  - Pruning wording needs to include requirement to seal. Add wording “Proper pruning techniques shall be observed.” Reference TNLA standards? This is detailed in Section 5.11.B.5

## 2. Providing Clarity and Consistency

### Chapter 5 continued



- Section 5.9.A
  - Alternate plans. This clause may need to be revisited.
- Section 5.9.B
  - Minimum existing tree preservations.
    - When is the requirement triggered? Commercial vs. residential and development vs. individual lot.
    - Calculations must be shown in detail for verification purposes. Consider re-wording.
- Section 5.9.C
  - Native tree stands. Definition needs to be added.
    - Clarify regional – city, county, state, etc.
    - What constitutes “minor removal of underbrush”?

## 2. Providing Clarity and Consistency

### Chapter 5 continued



- Section 5.10.A
  - Exempted persons wording vs. Section 5.7 regarding single family owner
  - Appeal request meeting. Further definitions of appeal process necessary.
  - Large setback or building footprint = more exempt trees removed = less trees preserved
- Section 5.10.B
  - Residential driveway – how/when is this going to be monitored, especially if it is a new subdivision that is built out by private builders?
  - Platted commercial lots. Trees restricted to within 5' of footprint, but definition "building footprint" allows 6'?
  - Coordinate definitions of building footprint, setback, buildable area, etc.

## 2. Providing Clarity and Consistency

### Chapter 5 continued



- Section 5.10.C.
  - Exempted tree species
    - What types of cedar – just Eastern Red or Deodar (also on approved replacement tree list)?
    - Clarification of “regionally, non-native species”. Indigenous?
- Section 5.11
  - Clarify what constitutes development “around” trees. Should this just be “any lot which contains protected trees?”
  - Add wording to the bark protection section to keep it consistent with Section 5.8.
- Section 5.11.B
  - Protection fencing should follow the canopy limits or critical root zone, not the approved construction delineation.

## 2. Providing Clarity and Consistency

### Chapter 5 continued



- Section 5.11.B continued
  - Tree trunks are not typically wrapped in orange fencing to increase visibility once they are enclosed in the protection fencing limits.
  - Add wording to the bark protection section to keep it consistent with Section 5.8.
- Section 5.11.C
  - Wording regarding maximum allowed encroachment for grading and paving of 25% should be consistent. Not listed as minimum of 75% preservation for one and 25% maximum allowed for the other.



## 2. Providing Clarity and Consistency

### Chapter 5 continued



- Section 5.11.D
  - Incomplete sentence regarding specially designated tree preservation areas.
- Section 5.12
  - Mitigation plan agreement between developer and builder. Who is evaluating the agreement post-builder? What are the penalties for non-compliance? Can this be enforced?
  - Design alternatives. Who is responsible for identifying, providing and reviewing? Subjectivity.
- Section 5.12.A
  - Replacement trees of 6" vs. 3". Many trees on replacement list are not available in that size.

## 2. Providing Clarity and Consistency

### Chapter 5 continued



- Section 5.12.A continued
  - Industry standard guarantee is one year, not three. For residential subdivisions, three years could be tricky. When does responsibility pass to the homeowner and what if there have been multiple homeowners? Who/how would follow-up occur after three years?
- Section 5.13.A
  - Violator planting should include trees that are injured/damaged, not just removed.

# 3. Enforcement Clarification



- Section 5.9
  - If applicant does not submit an alternate layout to Commission when required, can the plat application be denied?
- Section 5.12
  - Mitigation plan agreement between developer and builder.
    - What if builder does not comply?
    - What about individual residential owner and three year guarantee?

# 4. Rewording for Legibility



- Example: Move “Permit Validity” provision from Submittal Requirements for Tree Removal Permits Section to Permit and Fees Requirements Section.

## Chapter 2

### Definitions

Rev. 05/04/2010

#### Section 2.1 Purpose of This Chapter

The purpose of this Chapter is to define words, terms and phrases contained within this Land Development Code.

#### Section 2.2 Authorization for Adoption of This Chapter

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

1. *Chapter 211 – Municipal Zoning Authority of the Texas Local Government Code*, which authorizes a municipality to divide a municipality into districts and, within each district, regulate the erection, construction, reconstruction, alteration, repair, or use of buildings, other structures, or land.
2. *Chapter 51 – General Powers of Municipalities of the Texas Local Government Code*, which authorizes a municipality to adopt ordinances, rules, or police regulations that are for the good government, peace, or the trade and commerce of the municipality.
3. *The Home Rule Charter of the City of Colleyville*, which authorizes the City Council to exercise all powers granted to municipalities by the Constitution or the laws of the State of Texas.

#### Section 2.3 Variances and Appeals

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

#### Section 2.4 General Construction of Language

In the interpretation of this Land Development Code, the provisions and rules of this section shall be observed and applied, except as otherwise noted or when the context clearly requires otherwise.

1. Words used or defined in one tense or form shall include other tenses and derivative forms.
2. Words in the singular number shall include the plural number, and words in the plural number shall include the singular number.
3. The masculine gender shall include the feminine, and the feminine gender shall include the masculine.
4. The word *person* includes individuals, firms, associations, organizations, partnerships, trusts, limited liability companies, corporations and any other similar entities.



5. The word *shall* is always mandatory. The word *should* is discretionary. The word *may* is permissive.
6. The word *used* or *occupied* includes the words *intended*, *designed*, or *arranged to be used or occupied*.
7. The word *lot* includes the words *plot*, *parcel* or *tract of land*.
8. The word *City* means the City of Colleyville, Texas.
9. The words *City Council* or *Council* mean the City Council of the City of Colleyville, Texas.
10. The words *Planning & Zoning Commission* or *Commission* mean the Planning & Zoning Commission of the City of Colleyville, Texas.
11. The word *Board* means the Zoning Board of Adjustment of the City of Colleyville, Texas.
12. In case of any differences of meaning or implication between the text of this Land Development Code and any caption, illustration or table, the text shall control.
13. For words not defined in this Chapter, the definitions contained in *The American Heritage Dictionary of the English Language*, latest edition, are hereby adopted.

## Section 2.5 Definitions

# Aa

**Accessory Building or Use.** A subordinate building enclosed on three or more sides, but not a carport, having a use customarily incident to and located on the same lot occupied by the principal building, or a use customarily incident to the main or principal use of the property. A building housing an accessory use is considered an integral part of the principal building when it has any part of a wall in common with the principal building, or is under an extension of the main roof and designed as an integral part of the main building.

**Administrative Official.** A person assigned by the City Manager responsible for the administration of this LCD or a particular portion of the Code.

**Aggrieved Person.** A person or group of people with an immediate, pecuniary and substantial interest in an action taken by the Administrative Official or Zoning Board of Adjustment under this Land Development Code, as opposed to a remote or indirect interest. A person is also aggrieved if the person suffers a denial of some personal or property right or imposition of a burden or obligation different from that suffered by the public in general.

**Alley.** A public right-of-way that affords a secondary means of access to abutting property, typically used for secondary vehicular service access to the back or side of properties that abut on a street or highway.

**Amendments.** Changes made in the text of the Land Development Code or to the zoning map.

**Animation.** Any visible mechanical movement in any sign, or apparent movement achieved by electrical pulsation or by other means, such as sequential light phasing.

**Antenna Support Structure.** Any tower, mast, pole, tripod, box frame, or other structure utilized for the purposes of transmission, retransmission and/or reception of radio, television, electromagnetic, or microwave signals.

**Antenna.** A metallic apparatus used for the sending or receiving of radio, television, electromagnetic, or microwave signals. An antenna includes microwave reflectors/antennas and satellite dishes.

**Apartment.** A room or suite of rooms in an apartment building arranged, designed or occupied as a dwelling unit residence by a single family, individual, or group of individuals living together as a single housekeeping unit.

**Approving Body.** The Planning and Zoning Commission, City Council or staff member authorized by this Land Development Code to approve a subdivision plat.

**Assessment.** The determination of the amount of the maximum impact fee per service unit which can be imposed on new development pursuant to this Land Development Code.

**Assisted Living Facility.** A congregate residence facility for ten or more elderly (over 55 years of age) persons, regardless of legal relationship, who need limited assistance with daily living activities. A limited number of support services such as meals, laundry, housekeeping, transportation and social or recreational services may be provided or associated with the assisted living facility. Units may be attached or detached, single or double occupancy, and may include limited or full kitchen facilities. Full-time medical or nursing care is not typically provided by the facility, but may be privately arranged for by individual residents on a part-time or temporary basis, e.g. visiting nurses.

**Automobile Dealership.** A commercial business which conducts the retail sales of new or used automobiles.

**Automobile Repair & Service.** Minor repair or replacement of parts, tires, tubes, and batteries; diagnostic services; minor motor services such as grease, oil, spark plug, and filter changing; tune-ups; emergency road service; replacement of starters, alternators, hoses, brake parts; mufflers; automobile washing, steam cleaning, and polishing; performing state inspections and making minor repairs necessary to pass said inspection; servicing of air conditioning systems, and other similar minor services for motor vehicles except heavy load vehicles, or any other similar use. Major repair, rebuilding, or reconditioning of engines or transmissions for motor vehicles; wrecker service with vehicle storage; collision services including body, frame or fender straightening or repair; customizing; overall painting or paint shop; and other similar uses.

**Automobile.** A motor vehicle as defined by the Texas Motor Vehicle Laws published by the Texas Department of Public Safety.

**Awning.** A roof-like structure, usually made of canvas, that serves as a shelter, as over a storefront, window, door or deck. Also, an architectural projection that provides weather protection, identity or decoration, and is supported by the building to which it is attached.

## Bb

**Banner.** A temporary sign made of cloth, canvas or other light fabric.

**Basement or Cellar.** A story wholly or partly underground and having more than one-half of its height from floor to ceiling, below the level of the finished grade at the front of the building. A basement or cellar is not counted when measuring the height of a building.

**Bed & Breakfast.** A tourist lodging service within the rooms of a single family, owner occupied principal residence located on a property served by a single utility meter and single water and wastewater service.

**Block.** A tract of land or a lot or group of lots, bounded by streets, public parks, railroad rights of way, water courses or foreshores, unsubdivided land, or a city limit line, or by any combination of the above. In cases where platting is incomplete or disconnected, the administrative official shall determine the boundary of the block.

**Breezeway.** A covered passage one story in height and six (6) feet or more in width connecting a main structure and an accessory building.

**Build.** To erect, convert, enlarge, reconstruct, or alter a building or structure.

**Buildable Area.** The portion of a residential lot which includes: all property between the front yard setback and the rear property line; and all the property which lies under a single driveway not greater than twenty (20) feet in width, extending from the front property line to the garage. Applicable only to tree preservation requirements in residential developments.

**Building.** A structure built for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind.

**Building Envelope.** The maximum buildable area remaining on a lot after the front, side and rear yard setbacks are met.

**Building Line.** A line which coincides with the perimeter of the building envelope, over which any part of a building is not allowed to extend unless otherwise permitted in this Land Development Code.

**Building Line, Front.** A line located a minimum horizontal distance from a front lot line and parallel thereto, over which any part of a building is not allowed extend unless otherwise permitted in this Land Development Code.

**Building Line, Rear.** A line located a minimum horizontal distance from a rear lot line, if any, and parallel thereto, over which any part of a building is not allowed to extend unless otherwise permitted in this Land Development Code.

**Building Line, Side.** A line located a minimum horizontal distance from a side lot line, if any, and parallel thereto, over which any part of a building is not allowed to extend unless otherwise permitted in this Land Development Code.

**Building Official.** The Building Inspector or Administrative Official of the City of Colleyville charged with responsibility for issuing permits and enforcing the zoning ordinance and building code.

**Building Permit.** Written permission issued by the City for the construction, repair, alteration or addition to a structure.

# Cc

**Caliper.** See *Diameter*.

**Canopy.** A canopy is a roof-like structure that shelters a use such as, but not restricted to, a gasoline pump island, and is supported by either one or more columns or by the building to which it is accessory and is open on two or more sides.

**Capital Construction Cost of Service.** Costs of constructing capital improvements or facility expansions, including and limited to the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees), and the fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the City.

**Capital Improvements Advisory Committee (Advisory Committee).** Advisory committee, appointed by the City Council, consisting of at least five members, not less than 40 percent of which shall be representatives of the real estate, development, or building industries who are not employees of the City, and, if impact fees are to be applied within the extraterritorial jurisdiction of the City, including one member representing the extraterritorial jurisdiction; or consisting of the Planning and Zoning Commission, including one regular or ad hoc member who is not an employee of the City and which is representative of the real estate, development, or building industry, and, if impact fees are to be applied within the extraterritorial jurisdiction of the City, one representative of the extraterritorial jurisdiction area; which committee is appointed to regularly review and update the capital improvements program in accordance with the requirements of Chapter 395 of the Texas Local Government Code, and its successors.

**Capital Improvements Program (CIP).** Plan that identifies water, wastewater and roadway capital improvements or facility expansions pursuant to which impact fees may be assessed.

**Carport.** A structure or part thereof, but not an accessory building, either detached or attached to a principal building, and which is open on two or more sides, consisting of a roof and either walls or columns for the purpose of temporary parking of vehicles, boats or trailers.

**Cellular Communication Tower, Monopole.** A low-power radio transmitting structure, consisting of a single pole, which sends and receives radio signals from mobile telephones, linked to one central call-processing point.

**Cemetery.** Land used or intended to be used for the interment of human and pet remains, and dedicated for cemetery purposes including crematories, mausoleums and mortuaries, when operated in conjunction with and within the boundary of such cemetery.

**Certificate of Occupancy.** An official certificate issued by the City upon completion of construction, alteration or change in occupancy of a building. The certificate acknowledges conformance with the requirements of the Land Development Code and/or building codes.

**City Engineer (Engineer).** City Engineer of the City of Colleyville.

**City Manager.** The chief professional city administrative officer of the City of Colleyville, Texas.

**City Official.** Any person, elected or appointed, or any board or committee authorized or constituted by City ordinance or state law to act in behalf of the municipality.

**Clinic.** A building or part of a building used solely for the purpose of consultation, diagnosis and treatment of patients by one or more legally qualified physicians, dentists, optometrists, chiropodists, chiropractors, or drugless practitioners, together with their qualified assistants. Without limiting the generality of this definition, the building may include administrative offices, waiting rooms, treatment rooms, laboratories, pharmacies and dispensaries directly associated with the clinic, but shall not include accommodation for in-patient care, rooms for the abiding of patients, or operating rooms for major surgery.

**Collector Street.** A street which carries traffic from local streets to the system of major streets, including the principal entrance street or streets into a subdivision development, and streets designed primarily to provide traffic circulation within or between one (1) or more subdivisions.

**Commercial Building Footprint.** The portion of the lot which lies beneath the building pad. Applicable only to tree preservation requirements in commercial developments.

**Commercial Use.** An occupation, employment or enterprise that is carried on for profit by the owner, lessee or licensee for the purpose of engaging in the exchange, buying or selling or services or products.

**Common Area.** Land within or related to a development, not individually owned or dedicated for public use, that is designed and intended for the common use of the residents and their guests of the development, and may include such complementary structures and improvements as are necessary and appropriate.

**Common Ownership.** Ownership by the same person, corporation, firm, entity, partnership, or association.

**Community Center.** A building dedicated to social or recreational activities, serving the City or a neighborhood and owned and operated by the City or by a non-profit organization dedicated to promoting the health, safety, morals or general welfare of the City.

**Community Home for Disabled Persons.** A community-based residential home operated by the Texas Department of Mental Health and Mental Retardation, a community center organized under Section 3.01 of the Texas Mental Health and Mental Retardation Act, a non-profit corporation, or an entity certified by the Texas Department of Human Services as a provider under the medical assistance program serving persons in intermediate care facilities for persons with mental retardation, which otherwise meet the requirements of the Community Homes for Disabled Persons Location Act, Article 1011n, Tex. Rev. Civ. Stat. Ann.

Such facilities provide to the disabled residents food and shelter, personal guidance, care, habilitation services or supervision. Not more than six disabled persons, regardless of their legal relationship to one another, and two supervisory personnel may reside in such facility at the same time. Such facilities shall meet all applicable licensing requirements of the State of Texas, shall not be located within one-half mile of a previously existing community home for disabled persons, and shall meet all applicable requirements of this and other pertinent ordinances of the City of Colleyville.

**Comprehensive Plan.** The official document and long-range plan, adopted by the City Council, which is intended to guide the growth and development of the City, which includes analysis, recommendations and proposals for the City regarding such topics as population, economy, housing, transportation, community facilities and land use.

**Court.** An open, unoccupied space bounded on (3) or more sides by the walls of a building. An inner court is a court entirely surrounded by the exterior walls of a building. An outer court is a court having one side open to a street, alley, yard or other permanent space.



**Credit.** The amount of the reduction of a impact fee for fees, payments or charges for the same type of capital improvements for which the fee has been assessed. Applicable to impact fees.

**Critical Root Zone.** The area of undisturbed natural soil around a tree defined by a concentric circle with a radius in feet equal to the number of inches of trunk diameter. The Critical Root Zone is used by plan reviewers to determine compliance with design standards and construction specifications, and is considered the minimum portion of a tree's extensive root system that must be protected during construction. Applicable to tree preservation.

**Cul-de-sac.** A local street having one (1) outlet and terminated on the opposite end by a vehicular turn-around.

## Dd

**Day Care Center.** A child-care facility that provides care for more than twelve (12) children under fourteen (14) years of age for less than twenty-four (24) hours a day. This definition shall not include kindergartens, prekindergartens, and schools listed elsewhere in this Chapter.

**Dedication.** The act of conveying property to the public for use by the public for streets, parks, drainage, utility, or other public purposes.

**Density.** The ratio of the total number of dwelling units to the land area of the total site area, less any right-of-way dedication. Commonly expressed as "dwelling units per acre."

**Development.** All improvements on a site, including buildings, other structures, parking and loading areas, landscaping, paved areas, and areas devoted to exterior display, storage, or activities. Development includes improved open areas such as plazas and walkways, but does not include natural geologic forms or unimproved land. Also, the construction or reconstruction of a building or road; the placement of a structure on land; the excavation, mining, dredging, grading, or filling of land; the removal of vegetation from land; or the deposit of refuse or waste on land. Development does not include: (a) lawn and yard care, including mowing, gardening, tree care, and maintenance of landscaped areas; (b) removal of trees or vegetation damaged by natural forces; (c) agricultural activity that is not prohibited by this Land Development Code; or (d) the repair, maintenance, or installation of a utility, drainage or street system that does not disturb land or increase impervious cover.

**Development Review Committee.** The committee designated by the City Manager that serves as an advisory committee to the Planning & Zoning Commission and has responsibility for providing comments and recommendations on subdivision plats, zoning change applications, site plan proposals and other development related requests. The Development Review Committee (DRC) may also submit comments and recommendations on the vacation of public rights-of-way and easements.

**Dilapidated or Deteriorated Condition.** For the purposes of sign regulations, a situation where the structural support or frame members are visibly bent, broken, dented, deteriorated or torn to such an extent that a danger of injury to persons or property is created; or where the sign or the structure is not in compliance with a building or construction code adopted by the City.

**Director of Public Services.** The chief executive responsible for administration of this Land Development Code, or his designee.

**Diameter.** The thickness of a tree trunk measured perpendicular to its axis at four and one-half feet (4½) above the surrounding grade, measured, if the tree is on a slope, from the high side of

the slope and measured above or below unusual swells in the trunk. For replacement trees, diameter is measured at a point one foot (1) above the soil line of the tree. Applicable to tree preservation and landscape requirements.

To determine the diameter of a multi-trunk tree, add the diameter of the largest trunk to one half ( $\frac{1}{2}$ ) the diameter of each additional trunk. A multi-trunk tree is distinguished from individual trees growing from common rootstock if there is a visible connection between the trunks above ground.

***Dripline.*** The ground area on which an imaginary vertical line which runs through the outermost portion of the crown of a tree extends to the ground.

***Dwelling Unit.*** A room, suite or set of rooms occupied, or suitable for occupancy, as a family residence, and having sleeping, kitchen and bathroom facilities, together with appropriate appurtenances and designed for use and used as a permanent residence for one family.

***Dwelling Unit Size.*** The living area of a dwelling unit, expressed in square feet, and typically being the heated and air conditioned areas exclusive of breezeways, basements, open and closed porches, common corridors, parking areas, parking garages and accessory buildings.

***Dwelling, Attached.*** A dwelling unit which is joined to another dwelling unit sharing one or more common walls.

***Dwelling, Duplex.*** A structure that contains two attached dwelling units that share a common wall and are designed exclusively for the use and occupancy of two families living independent of each other.

***Dwelling, Multi-Family.*** A building or portion thereof arranged, intended or designated for occupancy by three or more families, including, but not limited to, apartment houses, townhouses, row houses, tenements, apartment hotels, flats, condominiums, fraternity and sorority houses and other group quarters.

***Dwelling, Single Family Detached.*** A structure containing one dwelling unit, other than a mobile home, which is entirely surrounded by open space on the same building lot and is designed for the use and occupancy by one family.

***Dwelling.*** A building or portion thereof designed and used exclusively for residential occupancy, but not including motels, hotels, lodging houses or house trailers.

## Ee

***Easement.*** A right given by the owner of land to another party for specific limited use of that land without actual ownership of the land.

***Engineer.*** A person a person who has been duly licensed by the Texas Board of Professional Engineers to engage in the practice of engineering in Texas. Engineer shall include *professional engineer, registered engineer, registered professional engineer, licensed professional engineer, or licensed engineer.*

***Erect or Erection.*** To build, construct, attach, hang, place, suspend or affix a sign to or paint a sign on the exterior surface of a building or structure. The term includes the repair or alteration of a sign where the cost of repair is more than sixty- percent (60) of the cost of erecting a new sign of the same type at the same location. Applicable to sign regulations.

**Existing Development.** For water and wastewater impact fees, all development within the service area which has a water or wastewater tap on the City's water or sewer system or on another centralized water or sewer system, as of the date of the adoption of this Chapter; and for roadways, all development within the service area for which a building permit has been issued and which has not expired.

**Extraterritorial Jurisdiction.** The unincorporated area that is contiguous to the corporate boundaries of the municipality as defined in Chapter 42 of the Texas Local Government Code.

## Ff

**Facility Expansion.** The expansion of the capacity of an existing facility which serves the same function as an otherwise necessary new capital improvement in order that the existing facility may serve new development. Facility expansion does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.

**Facing or Surface.** The surface of the sign upon, against, or through which the message is displayed or illustrated on the sign.

**Family.** One or more persons who are related by blood, marriage, or adoption living together and occupying a single housekeeping unit with single kitchen facilities. Also, a group of not more than fifteen (15) persons, excluding servants, living together by joint agreement and occupying a single housekeeping unit with single kitchen facilities, on a non-profit cost-sharing basis.

**Family Home.** A home that provides regular care in the caretaker's own residence for not more than six (6) children under fourteen (14) years of age, excluding children who are related to the caretaker, and that provides care after school hours for not more than six (6) additional elementary school children, but the total number of children, including children who are related to the caretaker, does not exceed twelve (12) at any given time, and is duly registered by the State of Texas as required by Chapter 42 of the Human Resources Code. The term does not include a home that provides care exclusively for any number of children who are related to the caretaker. *Children who are related to the caretaker* includes the children, grandchildren, siblings, great-grandchildren, first cousins, nieces, or nephews of the caretaker, whether by affinity or consanguinity or as the result of a relationship created by court decree.

**Fence.** A barrier closing or bordering a field, yard, etc., usually made of posts, wire or wood, used to prevent entrance, to confine, or to mark a boundary. An open fence is one in which the vertical surface is not less than seventy (70) percent open. A solid fence is one in which the vertical surface is not greater than thirty- (30) percent open, and may be considered as a screening element.

**Fire Lane.** An all weather hard-paved surface which an emergency or fire-fighting vehicle may pass without obstruction or interference.

**Flag.** A piece of cloth, usually rectangular, of distinctive color and design, used as a symbol, a standard, a signal or an emblem.

**Flag Lot.** A lot which does not meet the minimum frontage requirements and is accessed by a narrow portion of land.

**Flood Plain.** The land adjacent to a river, stream, or watercourse or other area that is susceptible to being inundated by flood waters from any source.

# Gg

**Garage, Private.** A detached accessory building or portion of a dwelling that is designed or used for the sheltering of a private motor vehicle and storage of household equipment incidental to the residential occupancy and which is fully enclosed and roofed. The term does not include carport.

**Garage, Public.** A building or place other than a private garage where motor vehicles are kept or stored for remuneration or repair.

**Grade.** For buildings having walls facing one street only, the elevation of the sidewalk at the center of the wall adjoining the street. For buildings having walls facing more than one street, the average of the elevation of the sidewalk at the center of all walls adjoining the street. For buildings having no walls facing the street, the average level of the finished surface of the ground adjacent to the exterior wall of the building. Any wall approximately parallel to and not more than five (5) feet from a street line is to be considered as facing the street. Where no sidewalk has been constructed, the Building Official shall establish such sidewalk level or its equivalent for the purpose of establishing the grade.

**Gross Floor Area.** The total square feet of floor space within the outside dimensions of a building including each floor level, but excluding cellars, attics, carports or garages that are not designed for residential or business occupancy.

**Gross Surface Area.** The entire area within a single continuous perimeter forming a rectangle enclosing the extreme limits of each sign. In the event two or more signs share a single structure, each sign or panel may be considered separately for the square footage purposes, provided that each sign or panel has no relationship to the other, except that the combined footage of such signs may not exceed the total square footage allowed for the sign. Applicable to sign regulations.

**Ground Cover.** Low growing, dense spreading plants typically planted from containers.

**Growth-Related Costs.** Capital construction costs of service related to providing additional service units to new development, either from excess capacity in existing facilities, from facility expansions or from new capital facilities. Growth-related costs do not include (a) construction, acquisition, or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements plan; (b) repair, operation, or maintenance of existing or new capital improvements or facility expansions; (c) upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards; (d) upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development, (e) administrative and operating costs of the City; and (f) principal payments and interest or other finance charges on bonds or other indebtedness, except for such payments for growth-related facilities contained in the capital improvements program.

**Gymnastics School.** A privately operated facility that provides special physical training in gymnastic arts, martial arts, dance, and other indoor sports to students enrolled for the purpose of learning such skills and which is not open to the general public for the purpose of providing entertainment or amusement for a fee, but which may be opened to the general public during competitive exhibitions in which students of the gymnastics school are registered.

# Hh

**Height of Buildings.** The vertical distance of a building measured from the average established grade at the street line or from the average natural front yard ground level, whichever is higher, to (a) the highest point of the roof surface for a flat roof; (b) to the deck line of mansard roofs; or (c) to the mean height level between eaves and ridge for hip and gable roofs. The height of a building shall exclude chimneys, cooling towers, elevator bulkheads, penthouses, tanks, water towers, radio towers, ornamental cupolas, domes or spires, and parapet walls not exceeding ten (10) feet in height. If the street grade has not been officially established, the average front yard grade shall be used for a base level.

**Height of Signs.** The vertical distance measured from the surrounding grade to the top of the sign.

**Home Occupation.** Any use customarily conducted entirely within a dwelling, provided that such use is carried on solely by residents of the dwelling, is clearly incidental and secondary to the use of the dwelling for dwelling purposes, does not change the character of the dwelling, and shows no external evidence of such use.

**Hotel.** A building or group of buildings, of which the main function is to provide rooms for temporary lodging where entrance to each room is gained from a completely enclosed area and which structure shall also contain a restaurant and conference rooms, and may also include various personal service shops.

# Ii - Jj

**Illuminated Sign.** A sign which has characters, letters, figures, designs or outlines illuminated by electrical lights, luminous tubes or other means.

**Illumination, Direct.** Lighting by means of an unshielded light source, including neon tubing, strobes, etc., which is effectively visible as part of the sign, where the light travels directly from the source to the viewers eye.

**Illumination, Indirect.** Lighting by means of a light source, not itself visible, which is directed at a reflecting surface in such a way as to illuminate the sign, or a light source which is primarily designed to illuminate the entire building facade upon which a sign is displayed. Indirect illumination does not include lighting which is primarily used for purposes other than sign illumination, e.g., parking lot lights or lights inside a building which may silhouette a window sign but which are primarily installed to serve as inside illumination.

**Illumination, Internal.** Lighting by means of a light source which is within a sign having a translucent background, silhouetting opaque letters or designs, or which is within letters or designs that are themselves made of a translucent material.

**Impact Fee.** Charge or assessment to be imposed by the City upon new development to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to new development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions as described by this definition. Impact fees do not include dedication of rights-of-way or easements, or construction or dedication of site-related water distribution or wastewater collection facilities, or streets, sidewalks, or curbs if the dedication or construction is



required by other valid ordinances of the City and is necessitated by and attributable to the new development; or lot or acreage fees placed in trust for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines.

***Institution.*** Buildings, land or structures used by an organized body, religious group or society for a non-profit, non-commercial purpose. The term may include hospital, library, college, university, convent, monastery or similar use.

***Irrigation System.*** A method of providing the proper amount of water for the particular type of plant material used.

***Junk.*** Material including, but not limited to, scrap iron, scrap tin, scrap brass, scrap copper, scrap lead, scrap zinc and other metals and their alloys; bones, rags, used cloth, used rubber, used rope, used tinfoil, used bottles, old cotton, or used machinery, used tools, used appliances, used fixtures, used utensils, used boxes or crates, used pipe or pipe fittings, used automobile or airplane parts, and other manufactured goods that are so worn, deteriorated or obsolete as to make them unusable in their existing condition.

***Junk or Salvage Yard.*** A lot upon which waste or scrap materials are bought, sold, exchanged, stored, packed, disassembled, or handled, including but not limited to scrap iron and other metals, paper, rags, rubber tires and bottles. A junkyard includes an automobile wrecking yard and automobile parts yard.

## K k

***Kenel.*** A place where dogs, cats or other domesticated animals are housed, groomed, bred, boarded, trained, harbored, kept or sold for commercial purposes, including pet stores or municipal animal shelters.

***Kindergarten.*** A school for children of preschool age, the work of which is purely preliminary to the work of the public and private school, and which could include a planned program of games, songs, social exercises and object lessons.

***Kiosk.*** A nonresidential commercial accessory building which provides a retail function by serving walk-up or drive-up traffic rather than inside sales service or drive-in service.

## L l

***Land Planner.*** A person skilled in the art and science of arranging and designing the layout of land so as to create adequate and desirable building sites, a coordinated street system and space appropriate to the efficient removal of storm water and the provision of public services and utilities all consistent with the long-range goals and the objectives of the city plan.

***Land Use Assumptions.*** Description of the service area and projections of changes in land uses, densities, intensities, and population therein over at least a 10-year period, adopted by the City, as may be amended from time to time, upon which the capital improvement plan is based.

***Landscaping.*** Any combination of trees, shrubs, flowers, grass or other horticultural elements, decorative stonework, paving, screening or other architectural elements, all of which are designed to enhance the visual amenity of a property and/or to provide a screen to mitigate any objectionable aspects that may detrimentally affect adjacent land.

**Large Commercial Building.** A building containing one or more commercial businesses and having a building footprint of forty thousand (40,000) square feet, or more. (O-00-1249 / 11/08/00)

**Lawn Grasses.** Thin blade surface growing plants typically planted from seed, sprigs, plugs or sod.

**Legal Non-conforming Use, Building or Lot.** A use, building or lot existing legally at the time of the passage of this Land Development Code which does not by reason of design, use, or dimensions conform to the regulations of the district in which it is situated. A use, building, or lot established after the passage of this Land Development Code, which does not conform to regulations of the district in which it is situated, shall be considered an illegal nonconforming use, building or lot.

**Light Sources.** Neon lights, fluorescent lights, incandescent lights, and any reflecting surface, which, because of its construction and/or placement becomes in effect a source of light emission.

**Living Unit Equivalent (LUE).** For water and wastewater, basis for establishing equivalency among and within various customer classes based upon the relationship of the continuous duty maximum flow rate in gallons per minute for a water meter of a given size and type compared to the continuous duty maximum flow rate in gallons per minute for a 3/4" diameter simple water meter, using American Water Works Association C700-C703 standards.

**Loading Space, Off-Street.** Space logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles expected to be used, and accessible to such vehicles when required off-street parking spaces are filled.

**Logo.** A design or insignia of an organization, individual, company, product which is commonly used in advertising to identify that organization, individual, company or product.

**Lot Area.** The gross area of the lot, expressed in square feet or acres, which is bounded by its perimeter property lines.

**Lot Coverage.** The percentage of the total lot area occupied by the footprint of the buildings located on the lot.

**Lot Depth.** The mean horizontal distance between the front lot line and the rear lot line of a building lot measured perpendicular to the front lot line at the center of the lot or on a radial when the front line is curved.

**Lot Line, Front.** The boundary between a lot and the street on which it fronts.

**Lot Line, Rear.** The boundary line that is opposite and most distant from the front street line; except that in the case of uncertainty the Building Official shall determine the rear line.

**Lot Line, Side.** Any lot boundary line not a front or rear line thereof. A side line may be a common lot line, a line bordering on an alley or place or side street line.

**Lot Line.** The property boundary of a building lot.

**Lot of Record.** A lot which is part of a subdivision the plat of which has been recorded in the office of the County Clerk of Tarrant County, Texas. Also, a lot or parcel described by metes and bounds, the description of which has been so recorded prior to May 16, 1978.

**Lot Width.** The minimum distance between the side lot lines of a building lot measured at the front building line or chord length when the front of the lot is curved.

**Lot, Adjacent.** Any lot, parcel or piece of land that shares with the lot under consideration a common lot line, alley or any point of tangency.

**Lot, Corner.** A lot abutting upon two or more streets. A corner lot shall front on that street on which it has its least dimension, unless otherwise specified by the Building Official.

**Lot, Double Frontage.** A lot, other than a corner lot, which adjoins two streets that are opposite each other and which are parallel or within forty-five degrees of being parallel to each other. On a double frontage lot, both street lines shall be deemed front lot lines, except as otherwise provided.

**Lot, Interior.** A lot other than a corner lot with frontage on only one street.

**Lot.** A parcel of land of sufficient size to meet minimum zoning requirements for use, coverage, area, and open space, which is identified by a lot number or symbol in an approved subdivision plat which has been properly filed of record in Tarrant County.

## M m

**Major Street.** A street designated on the adopted city plan as a thoroughfare, boulevard, freeway, highway, expressway, parkway or scenic route or any other traffic artery having regional continuity.

**Master Plan.** See *Comprehensive Plan*.

**Mausoleum.** A building or other structure used as a place for the interment of the dead in sealed crypts or compartments.

**Mini-Warehouse.** A building wherein household goods, vehicles, furniture and similar items are temporarily stored in separately occupied, secured storage areas or lockers which are generally accessible by means of individual loading doors.

**Mobile Home.** A structure that was constructed before June 15, 1976, transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling unit with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical system. Travel trailers, pick-up coaches, motor homes, camping trailers and recreational vehicles are not included in this definition.

**Mobile Home Park.** A unified development of mobile home sites, plots or stands as arranged on a large tract under single ownership, meeting the area and setback requirements of this Land Development Code, and designed to accommodate mobile homes for a permanent duration. A trailer park is a mobile home park.

**Mortuary.** A facility in which dead bodies are prepared for burial or cremation or funeral services are conducted.

**Motorcycle.** A usually two-wheeled self-propelled vehicle having one or two saddles or seats, and which may have a sidecar attached. For purposes of this ordinance, motorbikes, motor scooters, mopeds, and similar vehicles are classified as motorcycles.

# Nn

**New Development.** Subdivision of land; or the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units. New development includes the sale of water taps resulting from the conversion of an individual well to the City's water utility and the sale of wastewater taps resulting from the conversion of an individual septic or other individual waste disposal system to the City's wastewater utility.

**Nonconforming Lot.** A lot or tract of land which does not conform to the width, depth, or area requirements of this Land Development Code and which lawfully existed at the time the regulations with which it does not conform became effective.

**Nonconforming Structure.** A building, structure or portion thereof which does not conform to the height, area or yard regulations of this Land Development Code and which lawfully existed at the time the regulations with which it does not conform became effective.

**Nonconforming Use.** A building or structure or use of land lawfully occupied by a use at the time of the effective date of this Land Development Code or amendments thereto, which does not conform to the regulations of the district in which it is situated.

**Non-Residential Zoning District.** The zoning districts designated as AG, CPO, CN, CC1, CC2, CC3, ML, PUD-C, or PUD-I zoning district, the primary use of which is for non-residential purposes, as shown on the official zoning map of the City of Colleyville.

**Non-Structural Trim.** The retainer, battens, capping, nailing strips, latticing and platforms which are attached to the sign structure. Applicable to sign regulations.

# Oo

**Office.** A facility for the regular transaction of business, wherein services are performed involving predominantly administrative, professional or clerical operations not specifically listed elsewhere in this Land Development Code. Office activities include professional offices, financial institutions, employment agencies and medical offices.

**Off-Premise Sign.** A sign which is used or intended to be used to attract attention to activities, commodities, services or other endeavors not offered on the premises on which the sign is located.

**Offset.** The amount of the reduction of an impact fee designed to fairly reflect the value of system-related facilities, pursuant to rules herein established or administrative guidelines, provided and funded by a developer pursuant to the City's subdivision regulations or requirements.

**On-Premise Sign.** A sign which promotes or advertises activities, commodities, services or endeavors which are offered on the premises on which such sign is located.

**Open Space.** A space not occupied by a structure, open to the sky except for the ordinary projections of cornices, eaves or porches, and on the same lot with the building or structures.

**Outdoor Display of Merchandise.** Any display of merchandise outside of the structure on the property in which such merchandise is sold, stored, or maintained, whether said display is for the purposes of sale or advertisement.

**Outdoor Storage or Open Storage.** The storage of any equipment, machines, commodities, raw or semi-finished materials, and building materials, which are not within a fully enclosed building.

## Pp - Qq

**Package Store.** A retail establishment that sells “liquor”, as defined by the Texas Alcoholic Beverage Commission, to the public for the purpose of off-premise consumption.

**Park.** Land dedicated to or purchased by the City for the purpose of providing public recreational and/or open areas. A facility or area for recreational, cultural or aesthetic uses owned or operated by a public agency and available to the general public.

**Parking Space, Off-Street.** An enclosed or unenclosed all-weather surfaced area of not less than one hundred eighty square feet not on a public street or alley, together with an all weather surfaced driveway connecting the area with a street or alley, permitting free ingress and egress without encroachment on the street or alley.

**Pennant.** A wind device, usually triangular in shape and attached to a single cord.

**Planned Development.** Development of land which is under unified control and is planned and developed as a whole in a single development operation or programmed series of development, and is developed with special zoning standards that are unique to a particular site and which usually vary from those standards required for other zoning districts.

**Planning and Zoning Commission.** The advisory body appointed by the City Council which is authorized to develop a comprehensive plan, recommend changes in the Land Development Code, review and approve subdivision plats, and otherwise perform the duties authorized by the City Charter.

**Plat.** A plan of a subdivision of land creating building lots or tracts and showing all essential dimensions and other information essential to comply with the subdivision standards of the City of Colleyville. Reference to a plat in the ordinance means an official plat of record that has been approved by the City and filed in the plat records of Tarrant County.

**Plat, Amending.** A map, drawing, or chart prepared to show a minor change of an existing subdivision to a lot line or correction of an error such that the changes are not substantive, and no new lots are created.

**Plat, Final.** A map, drawing, or chart prepared according to the provisions of this Land Development Code, and containing all engineering and legal data, dedications, and certificates necessary to the recording of same in the maps and plats records of the county.

**Plat, Minor.** A subdivision of not more than four lots, which fronts on an existing street and does not require the creation of any new street or the extension of municipal facilities, which allows a short form process that eliminates the need for a preliminary plat.

**Plat, Preliminary.** A map, drawing, or chart showing the proposed arrangement of streets, lots, easements, and other public spaces in the subdivision.



**Platted Property.** Property that has been divided into lots and blocks, rights-of-way dedicated and shown on a map that has been filed in the plat records of Tarrant County.

**Porch.** An open, covered or enclosed gallery or room on the outside of a building.

**Porte-cochère.** A roof-like structure usually extending over a circular driveway at the entrance of a building, which provides an entrance and an exit for automotive vehicles. A porte-cochère is generally designed as an integral part of the principal structure, is not used for the storage of automotive vehicles, and differs from a carport.

**Premises.** Land together with any buildings or structures occupying all or any portion of the land.

**Principal Building.** The building or buildings on a lot which are occupied by the primary use.

**Private or Parochial School.** An institution of learning having a curriculum equivalent to public schools, and which meets the same license and certification as required of public schools. A private or parochial school does not include specialty schools such as dance, music, beauty, mechanical, trade, swim or commercial schools.

**Public Utility.** Any corporation or authority franchised by the City of Colleyville to provide water, sewer, solid waste collection, natural gas, electricity, telecommunication or similar services on a community-wide basis.

## Rr

**Registered Public Surveyor.** An individual registered as a professional land surveyor by the Texas Board of Professional Land Surveying.

**Religious Institution.** A facility or area for people to gather together for public worship, religious training, or other religious activities, including a church, temple, mosque, synagogue, convent, monastery or other structure, together with its accessory structures, including a parsonage, manse or rectory. This definition does not include home meetings or other religious activities conducted in a privately occupied residence.

**Residential Districts.** A zoning district designated as RE, R40, R30, R20, RI 5, RD, RMF or any PUD-R, or any residential zoning district, the primary purpose of which is residential in nature as shown on the official zoning district map of the City of Colleyville.

**Residential Setback Envelope.** The portion of a residential lot which lies between the front setback and rear setback of a residential lot. Applicable only to tree preservation plans and grading/drainage plans for residential subdivisions.

**Restaurant.** A business serving unpackaged food and beverages to customers seated primarily inside the building and including cafes, tea rooms, bistros and cafeterias. Restaurants do not include lounges, bars, taverns or night clubs.

**Right-of-Way.** A legally established area or strip of land, either public or private, on which an irrevocable right of passage has been recorded, and which is occupied or intended to be occupied by a street, utility service, water main, sanitary or storm sewer main, or other similar use.

**Roadway Facility.** Arterial or collector streets or roads that have been designated on an officially adopted roadway plan of the City, together with all necessary appurtenances. Roadway facilities do not include any roadways or associated improvements designated on the federal or Texas highway system. Roadway facility also excludes dedication of rights-of-way or easements or construction or dedication of on-site streets, sidewalks or curbs required by valid ordinances of the City and necessitated by and attributable to the new development.

**Roadway Facility Expansion.** Expansion of the capacity of any existing roadway improvement for the purpose of serving new development, not including the repair, maintenance, modernization or expansion of an existing roadway facility to serve existing development.

**Roadway Improvements Plan.** Portion of the CIP, as may be amended from time to time, which identifies the roadway facilities or roadway facility expansions and their associated growth-related costs which are necessitated by and which are attributable to new development, and for a period not to exceed ten (10) years, and which are to be financed in whole or in part through the imposition of roadway impact fees pursuant to this Chapter.

## Ss

**School.** A public or private facility having an academic curriculum approved by the Texas Education Agency.

**Screening Element.** A solid material constructed of brick, masonry, or of a concrete or metal frame, or wood, or base that supports a permanent type material, the vertical surface of which is not more than thirty (30) percent open. Also, any dense evergreen hedge or plant material suitable for providing a visual barrier. Landscaped earth berms may, when appropriate in scale, be considered and used as a screening element in combination with a fence, wall, hedge or other dense planting material.

**Search Light.** An apparatus for projecting a beam or beams of light, in excess of 2,000,000 peak candlepower or 250,000 lumen.

**Servant's Quarters.** An accessory dwelling not rented or otherwise used as a separate domicile in a residential district for the sole use and occupancy of a member of the immediate family or persons employed on the premises by the occupant on a full-time basis as domestic help, such as a maid, chauffeur, cook or gardener.

**Service Area.** For water and wastewater facilities, the area within the corporate boundaries of the City and within the extraterritorial jurisdiction as defined by the Municipal Annexation Act (Article 970a, Vernon's Texas Civil Statutes), and for roadway facilities, the area within the corporate boundaries of the City, to be served by the water, wastewater or roadway capital improvements or facilities expansions specified in the capital improvements program applicable to the service area.

**Service Unit.** Standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements or facility expansions; for water and wastewater facilities, the service unit is a living unit equivalent, for roadway facilities, the service unit is the (vehicle) trip.

**Setback, Building.** See *Building Line*.

**Shrubs.** Woody plants which grow vertically in a multi-branched pattern.

**Sign.** Any device designed to inform or attract the attention of persons not on the premises on which the sign is located. A sign may include, but is not limited to, flag, banner, pennant, beacon, light, logo, insignia, name, number, identification, illuminated strip or accent, and outdoor display of merchandise.

**Sign Ground.** A sign that is erected on a vertical framework consisting of two or more uprights supported by the ground.

**Sign, A-Frame.** A freestanding sign constructed of two panels in the form of an A or inverted V, with a maximum angle between the panels of forty-five degrees.

**Sign, Agricultural.** A sign identifying the farm or ranch on which it is placed and advertising the produce, crops, animals or poultry that are raised, quartered or sold thereon.

**Sign, Amenity.** A sign advertising options, features, or conveniences offered by a business and installed in a temporary manner.

**Sign, Apartment.** A sign identifying an apartment building or complex of apartment buildings.

**Sign, Awning.** An awning displaying a business name or logo.

**Sign, Billboard.** A sign that promotes or advertises commodities or services, and the erection or maintenance of the sign is the primary use of the land upon which the sign is located. A billboard sign shall include, but is not limited to, those signs whose message space is available for lease, rent or hire, separate and apart from any commodity or service which is not limited to being offered solely on the premises on which such sign is located.

**Sign, Changing (Automatic).** A sign such as an electronically or electrically controlled public service time, temperature, and date sign, message center or reader board, where different copy changes are shown on the same lamp bank.

**Sign, Construction.** A temporary, sign identifying the property owner, architect, contractor subcontractor, engineer, landscape architect, decorator or mortgagee engaged in the design, construction or improvement of the premises on which the sign is located.

**Sign, Development.** A temporary, on-site promotional sign pertaining to the development of land or construction of buildings on the site where the sign is erected. In residential districts, the intent of the sign shall be to promote a sub-division and not any particular builder.

**Sign, Directory.** A sign listing the occupants within a shopping center, industrial site, retail district, office districts, and commercial sites located on the same premises.

**Sign, Fence.** A sign which is affixed or attached to a fence, whether permanent or temporary.

**Sign, Flashing.** A sign which contains an intermittent or flashing light source, or which includes the illusion of intermittent or flashing light by means of animation, or any externally mounted light source.

**Sign, General Business.** A sign which is used to identify a business, profession, service, product or activity conducted, sold or offered on the premises where the sign is located.

**Sign, Ground (Temporary).** A sign which has a display surface comprised of non-permanent letters which allows a change of copy by adding or removing letters and is temporarily fixed to a vertical framework consisting of two or more uprights and which is designed to be readily movable from site to site.

**Sign, Identification.** A sign that is used to identify shopping centers, industrial sites, retail districts, commercial subdivisions and commercial sites.

**Sign, Illegal Non-conforming.** A sign which was in violation of any of the ordinances of the City of Colleyville governing the erection or construction of such a sign at the time of its erection, and which has never been erected or displayed in conformance with all such ordinances, including this code, and which shall include signs which are pasted, nailed, painted or otherwise unlawfully displayed upon structures, utility poles, trees, fences or other structures.

**Sign, Inflatable.** A hollow sign expanded or enlarged by the use of air or gas.

**Sign, Institutional.** A sign used to identify schools, churches, hospitals or similar public or quasi-public institutions.

**Sign, Legal Non-conforming.** A sign which was lawfully erected and maintained prior to the enactment of the Sign Code and any amendments thereto, and which does not conform to all of the applicable regulations and restrictions of the Sign Code.

**Sign, Marquee.** A permanent structure which is attached to and supported by a building and which projects outward from the building.

**Sign, Model Home.** A temporary sign identifying a new home, either furnished or unfurnished, as being the builder or contractors model open to the public for inspection.

**Sign, Monument.** A sign mounted on a solid base or pedestal with no visible space between the sign and the base or pedestal. The sign is not mounted on visible poles, struts, wires, or other visible structures. The sign base or pedestal may be constructed of any solid material. The sign shall be a minimum of 4-1/2 inches thick, and the base or pedestal shall be a minimum of 6 inches thick.

**Sign, Multi-Purpose.** An identification sign combined with a directory sign and/or a reader board sign.

**Sign, Nameplates.** A sign which identifies only the name of an individual, firm, or corporation, which is attached to a structure and may contain the suite number or other directory information concerning the location of the individual, firm or corporation within the building.

**Sign, Obsolete.** A sign that previously was a legal sign, or a legal, non-conforming sign but the commodity and/or service promoted or advertised by said sign is no longer offered in accordance with the content of the sign.

**Sign, Pole.** A sign supported by a single, free-standing pole, and having no guys or braces.

**Sign, Political.** A sign which promotes a political issue or a particular candidate for public office. Also, a sign of any political party, group, or idea; or a sign announcing the candidacy of any individual for any public office.

**Sign, Portable.** A sign that is not attached or affixed to the ground, a building or other fixed structure or object. Portable signs include those signs installed on wheels, trailers, skids and similar mobile structures.

**Sign, Private Sale.** A temporary sign used to announce a sale on a private homeowner's property. The following include, but are not limited to estate sales, garage sales, porch sales, rummage sales, sample sales, and yard sales.

**Sign, Projecting.** A sign, except an awning, which projects from a building, and has one end attached to a building or other permanent structure.

**Sign, Pylon.** A sign supported by two or more free-standing poles, and having no guys or braces.

**Sign, Reader Board.** A sign comprised of non-permanent letters that allows a change of sign copy by adding or removing letters.

**Sign, Real Estate.** A temporary or permanent sign pertaining to the sale or rental of property, and advertising property only for use for which it is legally zoned.

**Sign, Roof.** A sign erected upon or above a roof or parapet of a building or structure.

**Signs, Seasonal/Special Sales.** A sign which is temporary and is limited to a specific activity or in the celebration of holidays or other special events.

**Sign, Subdivision Directional.** A sign which is both temporary and directional in nature. Such signs may be placed during the weekends only, from 12:00 noon on Friday to 12:00 noon on Monday. Such signs may be located on or off premise. Text on such signs may only contain the name of the subdivision, which must be located within the City of Colleyville, Texas.

**Sign, Subdivision Wall Plaque.** A permanently affixed sign attached to the entryway or perimeter wall of a subdivision to identify the subdivision by a name or logo

**Sign, Temporary.** A sign which includes, but is not limited to, a sign, banner, pennant, flag, searchlight, inflatable, outside display of merchandise or similar device which is to be displayed for a limited period of time.

**Sign, Vehicle Mounted.** A sign displayed upon a trailer, van, truck, automobile, bus, railroad car, tractor, semi-trailer or other vehicle, whether or not such vehicle is in operable condition.

**Sign, Wall.** A sign erected flat against an exterior wall, supported by the wall, and having the sign face parallel to and not more than twelve inches from the wall surface. Neon tubing attached directly to a wall surface shall be considered a wall sign.

**Sign, Window.** A sign, banner, poster, or display located on the internal and/or external surface of the window of any establishment which advertises services, products or sales available within said establishment or which announces the opening of said establishment.

**Site Plan.** A detailed drawing clearly describing a project and showing sufficient information to determine the nature of the proposed development and providing adequate information to determine compliance with applicable codes and ordinances.

**Site-related Facility.** Improvement or facility which is for the primary use or benefit of a new development and/or which is for the primary purpose of safe and adequate provision of water, wastewater or roadway facilities to serve the new development, and which is not included in the capital improvements plan, and for which the developer or property owner is solely responsible under subdivision and other applicable regulations.

**Spa or Hot Tub.** A pool type facility that incorporates water jets or an aeration system for hydro massage and includes such industry terminology as whirlpool or hot tub.

**Special Exception.** A use that would not be generally appropriate or without restriction throughout the zoning district but which, if controlled as to number, area, location, intensity or relation to the neighborhood, would or could be compatible therein and promote the public health,



safety, welfare, morals, order, comfort, convenience, appearance, prosperity or general welfare. Such uses may be permitted in such zoning district as special exceptions by the Zoning Board of Adjustment.

**Special Use Permit.** A permit authorized by the City Council for the use of land or structure. All Special Use Permits are subject to the conditions and standards specified in each amending ordinance as enacted by the City Council.

**Spot Zoning.** A small parcel of land singled out for special treatment or privileges not in harmony with the other use classifications in the area and without any apparent circumstances that call for different treatment.

**Story.** That part of a building included between the surface of one floor and the surface of the floor next above, or if there is no floor above, that part of the building which is above the surface of the highest floor thereof. A top story attic is considered a halfstory when the main line of the eaves is not higher than the middle of the interior height of the attic. The first story is the highest story having its interior floor surface not more than four (4) feet above the curb level established or mean street grade or average ground level.

**Street.** A thoroughfare or public driveway, other than an alley, which has been dedicated or deeded to the public for general use and affords a principal means of vehicular or other access to property abutting thereon.

**Street Line.** A dividing line between a lot, tract or parcel and a contiguous street.

**Street, Private.** A street that has no publicly dedicated right-of-way.

**Structural Alterations.** Any change in the supporting members of a building, such as bearing walls, columns, beams or girders, or any substantial changes in the roofs or exterior walls, excepting such repair or replacement as may be required for the safety of the building, but not including, openings in bearing walls as permitted by the city building code.

**Structure.** Anything constructed or erected, the use of which requires a location on the ground, or attached to something having a location on the ground, including but without limiting the generality of this definition, buildings, signs, fences, flagpoles, radio towers and light poles

**Subdivision.** The division of any lot, tract, or parcel of land into two (2) or more lots or sites for the purpose of sale or of building development, whether immediate or future. The term includes re-subdivision, but does not include the division of land for agricultural purposes in parcels or tracts of five (5) acres or more and not involving any new street, alley, or easement of access. When appropriate to context, the term subdivision shall relate to the process of subdividing or to the land subdivided.

**Swimming Pool.** Any constructed or prefabricated pool that is twenty-four or more inches in depth and used for swimming or bathing.

**System-related Facility.** A capital improvement or facility expansion which is designated in the Capital Improvements Plan and which is not a site related facility. A system-related facility may include a capital improvement that is located offsite, within or on the perimeter of the development site.

Tt - Uu

**Tap Purchase.** The filing with the City of a written application for a water or wastewater tap and the acceptance of applicable fees by the City. The term "tap purchase" shall not be applicable to a meter purchased for and exclusively dedicated to fire protection.

**Telecommunication Tower.** A structure of greater than thirty-five feet in height built solely for supporting airwave transmission and/or receiving equipment.

**Temporary Construction Office.** A structure for shelter used in connection with a development or building project for housing or the site of temporary administrative and supervisory functions and for sheltering employees and equipment.

**Tent.** A structure, enclosure or shelter constructed of fabric or pliable material supported by any manner except by air or the contents it protects. (O-02-1330 – 02/26/02)

**Travel Trailer.** A mobile vehicle built on a chassis and designed and used as a temporary place of dwelling and of such size and design as to be subject to licensing for towing on the highway by passenger motor vehicle or other prime mover and not requiring special permit for moving on the highway, as contrasted to a mobile home.

**Tree (Heritage).** Any existing tree listed as an approved replacement tree in Chapter 5 and whose diameter is at least 50% of the diameter of its representative species on the *Big Tree Registry*, as published by the Texas Forest Service.

**Tree (Protected).** A self-supporting woody perennial plant which has attained a trunk diameter of six (6) inches or more when measured at a point four and one-half (4½) feet above the surrounding grade and normally having an overall height of at least fifteen (15) feet at maturity, usually with a single elongated main stem with few or no branches on its lower part. Tree species that do not meet this definition include: Mesquite, Hackberry and Chinese Tallow.

**Trip.** The single operation of a single vehicle which has as its origin or destination a point within the service area. The operation of a vehicle that travels from an origin outside the service area to a destination outside the service area without leaving the public right of way is not counted as a trip.

**Use by Right.** A land use allowed by the Table of Permitted Uses in one of the various zoning districts without any special conditions or requiring additional action by the City Council.

**Use.** The purpose or activity for which the land, or building thereon, is designed, arranged, or intended, or for which it is occupied or maintained, as described in the Table of Permitted Uses.

Vv - Xx

**Vacation.** To cancel or rescind, an act, which has the effect of voiding a subdivision plat as recorded in the Tarrant County Plat Records.

**Variance.** An adjustment in the application of a specific zoning regulation to a particular parcel of property which, because of special conditions or circumstances peculiar to the particular parcel, is necessary to prevent the property from being deprived of rights and privileges enjoyed by other parcels in the same vicinity and zoning district.

**Vehicle Sales Area.** An open area or lot used for the display or sale of automobiles, where no repair work is done except minor reconditioning of the cars to be displayed and sold on the premises, and no dismantling of cars or sale or keeping of used car parts or junk on the premises.

**Veterinarian Clinic.** A facility for the prevention, treatment, minor surgery, cure or alleviation of disease and/or injury in animals, specifically domestic animals, where animals remain overnight inside the clinic for recovery only, and no overnight boarding of animals is conducted.

**Waiver.** An action by the City that provides relief from the Land Development Code to the degree determined by the City in the action, as provided for within the Code. A waiver is not considered a variance.

**Warehouse.** A structure primarily used for the storage of merchandise or commodities.

**Wastewater Facility.** Improvement for providing wastewater service, including, but not limited to, land or easements, treatment facilities, lift stations, or interceptor mains. Wastewater facility excludes wastewater lines or mains which are constructed by developers, the costs of which are reimbursed from charges paid by subsequent users of the facilities and which are maintained in dedicated trusts. Wastewater facilities also exclude dedication of rights-of-way or easements or construction or dedication of onsite wastewater collection facilities required by valid ordinances of the City and necessitated by and attributable to the new development.

**Wastewater Facility Expansion.** Expansion of the capacity of any existing wastewater improvement for the purpose of serving new development, not including the repair, maintenance, modernization or expansion of an existing wastewater facility to serve existing development.

**Wastewater Improvements Plan.** Portion of the CIP, as may be amended from time to time, which identifies the wastewater facilities or wastewater facility expansions and their associated growth-related costs which are necessitated by and which are attributable to new development, and for a period not to exceed ten (10) years, and which are to be financed in whole or in part through the imposition of wastewater impact fees pursuant to this Chapter.

**Water Facility.** Improvement for providing water service, including, but not limited to, land or easements, water supply facilities, treatment facilities, pumping facilities, storage facilities, or transmission mains. Water facility excludes water lines or mains that are constructed by developers, the costs of which are reimbursed from charges paid by subsequent users of the facilities and which are maintained in dedicated trusts. Water facilities also exclude dedication of rights-of-way or easements or construction or dedication of on-site water distribution facilities required by valid ordinances of the City and necessitated by and attributable to the new development.

**Water Facility Expansion.** Expansion of the capacity of any existing water improvement for the purpose of serving new development, not including the repair, maintenance, modernization or expansion of an existing water facility to serve existing development.

**Water Improvements Plan.** Portion of the CIP, as may be amended from time to time, which identifies the water facilities or water facility expansions and their associated growth-related costs which are necessitated by and which are attributable to new development, and for a period not to exceed ten (10) years, and which are to be financed in whole or in part through the imposition of water impact fees pursuant to this Chapter.

## Yy - Zz

**Yard, Front.** The area extending across the entire width of the lot between the front lot line and the front building line. The depth of front yards shall be measured at right angles to a straight line joining the foremost points of the side lot lines. The foremost point of the side lot line, in the case

of rounded property corners at street intersections, shall be assumed to be the point at which the side and front lot lines would have met without such rounding.

**Yard, Rear.** The area extending across the entire width of the lot and situated between the rear lot line and the rear building line. The depth of a rear yard shall be measured in such a manner that the yard established is a strip of land with the minimum width required by district regulations with its inner edge parallel with the rear lot line.

**Yard, Side.** The area lying between the side lot line and the side yard building line, and extending from the front yard to the rear yard. The width of a side yard shall be measured in such a manner that the yard established is a strip of land with the minimum width required by district regulations with its inner edge parallel with the side lot line.

**Yard, Street.** The lot area which lies between the street right of way and the actual front wall line of the building and as imaginatively extended from the outward corners of the building, parallel to the street to the side lot lines. Steps and unenclosed porches shall be excluded, but such wall line shall include any irregular building indentations. On corner lots, the street yard shall consist of all lot area between both streets and their corresponding actual front building wall lines, as such lines are imaginatively extended in the manner described above. When there are multiple buildings on a lot, the street yard shall consist of all the area between the street right of way and any imaginary line beginning at one side of the lot, running parallel to the street, connecting to the foremost corner of the building wall fronting the street and nearest such side lot line, then following and connecting the foremost walls of all buildings fronting the street, and then extending parallel to the street side lot line. If a building has a rounded front, the front building wall corners shall be the points closest to the side boundaries. Isolated buildings (e.g. fast food restaurants in a shopping center, photo processing drop-offs, bank drive through, etc.) shall not be considered in delineating street yards. On land used only for off-street parking purposes, the street yard shall consist of the entire lot.

**Yard.** An open space on the same building lot with a building, unoccupied and unobstructed from the ground upward, except for fences or walls.

**Zoning District Map.** The official certified map or maps upon which the boundaries of the various zoning districts are drawn, and which is an integral part of the Land Development Code.

**Zoning District.** Contiguous areas containing one or more parcels of land having the same zoning classification. Also, a section of the City for which the regulations governing the area, height and use of buildings and land are uniform.

**Zoning.** Control on the use and development of land, whether improved or not, by the City for the supposed benefit of citizens in the community and the public welfare. Control is accomplished through zoning restrictions and development standards.

## Section 2.6 Amendments to This Chapter

| Ord. Number | Date     | Subject                                                          |
|-------------|----------|------------------------------------------------------------------|
| O-00-1249   | 11/08/00 | Added Large Commercial Building definition                       |
| O-02-1330   | 02/26/02 | Tents                                                            |
| O-09-1734   | 11/4/09  | Amended Tree related definitions as part of Chapter 5 amendments |
| O-10-1750   | 05/04/10 | Addition of Definition of Package Store                          |

# Chapter 5

## Tree Preservation

(10/6/2014)

### Section 5.1 Purpose of This Chapter

The intent of this Chapter is to encourage site planning which furthers the preservation of trees and natural areas; to protect trees during construction; to facilitate site design and construction which contribute to the long term viability of existing trees; and to control the removal of trees when necessary. It is the further intent of this Chapter to achieve the following broader objectives:

Protect healthy trees and preserve the natural ecological environmental and aesthetic qualities of the City.

Protect and increase the value of residential and commercial properties within the City.

Prohibit the indiscriminate clear cutting of property.

### Section 5.2 Authorization for Adoption of This Chapter

The regulations contained in this Chapter have been adopted under the authority of *Chapter 51 – General Powers of Municipalities of the Texas Local Government Code*, which authorizes a municipality to adopt ordinances, rules, or police regulations that are for the good government, peace, or the trade and commerce of the municipality. This Chapter is also adopted under the authority of *the Home Rule Charter of the City of Colleyville*, which authorizes the City Council to exercise all powers granted to municipalities by the Constitution or the laws of the State of Texas.

### Section 5.3 Variances and Appeals

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

### Section 5.4 Definitions

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

### Section 5.5 Tree Removal Permit

No person directly or indirectly shall cut down, destroy, remove, move, or effectively destroy through damaging the roots, trunk or canopy, any tree situated on property regulated by this Chapter without first obtaining a tree removal permit, unless otherwise exempted by the provisions of this Chapter.

### Section 5.6 Applicability

The terms and provisions of this Chapter shall apply to real properties, persons and trees as follows:



- A. Properties which are regulated by this Chapter:
  - 1. Any real property upon which any protected tree is located.
  - 2. All municipal / public domain property.

## **Section 5.7 Permit and Fee Requirements**

The Administrative Official is responsible for the review and approval or disapproval of all requests for tree removal permits. The request shall be submitted in accordance with the requirements specified herein.

- A. Tree Removal Permit: A request for a tree removal permit must be submitted and approved prior to the removal of any tree. Where any tree is slated for removal, no site grading, dirt disturbance or new construction may occur on the property until a tree removal permit has been issued.
- B. Fees: All tree removal permits shall be accompanied by a check made payable to the City of Colleyville per the following schedule:
  - 1. The resident of a single family home removing all or a portion of a tree which exists on the lot of record on which the single family home is built:.....*no fee required. Exception: For properties larger than two acres in size, if more than five protected trees are removed as part of a tree removal permit, the administrative official may require payment of a fee per sub-section two below only if the Administrative Official determines an intent to "clear cut" the property as described in Section 5.10(A)1b.*
  - 2. All other properties including rights-of-way:.....*\$50.00, plus \$25.00 per protected tree on the property, right-of-way, or development site. For residential subdivisions, the entire subdivision shall be considered the development site. Upon application submittal, the total number of protected trees on the site, including exempted areas, shall be indicated on the application form in order to determine the fee, which shall be paid at the time of submittal. If, upon review of the application and/or tree preservation plan, it is determined that the amount of protected trees tallied is incorrect, the difference in the fee calculation shall be paid, or refunded, prior to the issuance of the tree removal permit.*

## **Section 5.8 Submittal Requirements for Tree Removal Permits**

Any tree removal permit request that requires the removal of a protected tree shall be accompanied by a tree preservation plan. As determined by the Administrative Official, tree removal permit applications that require no fee as listed in Section 5.7(B) above or require the removal of a minimal amount of trees on existing developed properties or within existing rights-of-way may not require a complete tree preservation plan and may only require a description of the trees to be removed showing a limited portion of a site or right of way may be based on an exhibit showing only that portion of the site.

- A. TREE PRESERVATION PLAN – Note: a tree preservation plan shall be submitted with a tree removal permit application form including payment of the required fee. The items required on a tree preservation plan shall, at a minimum, include the following:
  - 1. Title Block: includes street address; legal description (lot and block, subdivision name); date or revised date, north arrow; graphic (and written) scale; name, address, telephone number of owner and of person preparing the exhibit.

2. Location of all existing or proposed structures, improvements and site uses including pavement and landscaping, setback, easements and service connections, all properly dimensioned and referenced to property lines,
3. Existing and proposed site elevations, grades and major contours. Construction details of permanent grade changes around all trees.
4. Location of trunks, canopies and species of all existing protected trees, graphically differentiating between the trees to remain and those to be removed. A plus (+) character shall indicate trunk location and concentric circle shall indicate the size and canopy configuration. All protected trees shall be assigned a unique number classification.
5. Proposed general areas or locations of the replacement trees.
6. Locations of all critical root zones as defined in Chapter 2 – Definitions.

Additionally, tree information required shall be summarized in tabular form on the mitigation table in a format matching the example below and shall include:

7. The detailed list of trees to be removed including the classification number, exempt or non-exempt status, and whether the tree is to be saved or removed.
8. The total diameter of trees to be removed.
9. Replacement trees listed by species name, quantity, size and total diameter required for replacement of trees. (See Section 5.15 for replacement tree list.)
10. The tree preservation plan must be prepared and sealed by a registered landscape architect in the State of Texas.

| <b>Example of Tree Survey and Mitigation Table to Be Inserted on Preservation Plan</b> |                                |                             |                                       |                                            |                                           |                                                |                                                     |
|----------------------------------------------------------------------------------------|--------------------------------|-----------------------------|---------------------------------------|--------------------------------------------|-------------------------------------------|------------------------------------------------|-----------------------------------------------------|
| <b>Tree Species</b>                                                                    | <b>Number of Trees on Site</b> | <b>Total Caliper Inches</b> | <b>Number of Exempt Trees Removed</b> | <b>Caliper Inches Exempt to be Removed</b> | <b>Number of Non-Exempt Trees Removed</b> | <b>Caliper Inches Non-Exempt to be Removed</b> | <b>Replacement Trees to be Planted (3" Caliper)</b> |
| Red Oak                                                                                | 12                             | 108                         | 3                                     | 42                                         | 1                                         | 12                                             | 4                                                   |
| Post Oak                                                                               | 35                             | 350                         | 18                                    | 168                                        | 2                                         | 24                                             | 8                                                   |
| Cedar                                                                                  | 10                             | 89                          | 1                                     | 12                                         | 0                                         | 0                                              | 0                                                   |
| Pecan                                                                                  | 5                              | 75                          | 0                                     | 0                                          | 5                                         | 75                                             | 25                                                  |
|                                                                                        |                                |                             |                                       |                                            |                                           |                                                |                                                     |
| <b>TOTAL</b>                                                                           | <b>62</b>                      | <b>622</b>                  | <b>22</b>                             | <b>222</b>                                 | <b>8</b>                                  | <b>111</b>                                     | <b>37</b>                                           |

- B. Permit Validity: Permits for tree removal issued in connection with a building permit, subdivision plat and site plan shall be valid for the period of that plat's, building permit's or site plan's validity. Permits for tree removal not issued in connection with a building permit, subdivision or a site plan shall become void thirty (30) days after the issue date on the permit.
- C. Timing of Submittal: The tree preservation plan shall be submitted as follows:
  1. New subdivisions that include new streets and/or significant public improvements – submitted on or before the subdivision plat application submittal.

2. New commercial construction – submitted on or before the submittal of the required administrative site plan application.
  3. New home construction on existing platted lots – submitted on or before the building permit application submittal.
  4. All other situations – as required by the Administrative Official.
- D. Construction Plan Notations - The following notes shall be required to be shown on all construction plans:
1. All trees shown on this plan to be preserved shall be protected during construction with temporary fencing. Tree protection fences shall be installed prior to the commencement of any site preparation work (clearing, grubbing or grading).
  2. Fences shall completely surround the tree or clusters of trees. The fence shall be located at the outermost limits of the tree branches or critical root zone. The fence will be maintained throughout the construction project in order to prevent the following.
    - a. Soil compaction in the critical root zone resulting from vehicular traffic or storage of equipment or materials.
    - b. Critical root zone disturbances due to grade changes greater than two inches (2") cut or fill or boring which was not authorized by the City.
    - c. Wounds to the trunk, limbs or exposed roots by mechanical equipment.
    - d. Other activities detrimental to trees such as chemical storage, cement truck cleaning, and fires.
  3. In cases of area constraints where the protective fence is closer to the trunk than four feet (4'), the trunk must be protected with strapped-on planking to a height of eight feet (8') or to the limits of the lower branching.
  4. All grading within critical root zones of protected trees shall be performed by hand or small equipment to minimize damage. Prior to grading, relocate the protective fencing to two feet (2') behind the grade change area.
  5. Trees most heavily impacted by construction activities should be watered deeply once a week during periods of hot and dry weather. Tree crowns should be sprayed with water periodically to reduce dust accumulation on the leaves.
  6. Trenching for landscape irrigation shall be located as far from the existing trunks as possible.
  7. Pruning to provide clearance for structures, vehicular traffic and equipment shall take place before construction begins.

## **Section 5.9 Minimum Tree Preservation Requirements**

- A. Whenever a new residential subdivision plat is submitted for review, the Planning and Zoning Commission may evaluate whether an alternate street layout and grading plan which complies with all City subdivision standards would result in substantially greater compliance with the minimum tree preservation requirements of this section. In the event

such an alternate layout is determined by the Commission to be a reasonable use of the land then the applicant may substitute said alternative plan without being required to submit a new plat application. If, however, the applicant does not substitute said alternate layout or another acceptable plat to the Commission, failure of the applicant to do so shall be a basis for denial of the applicant's plat application.

- B. Minimum Existing Tree Preservation Requirements: When any new construction occurs, there shall be a minimum number of trees protected on the property. For new residential subdivisions, the entire boundary of the subdivision shall be considered as one property for the purpose of this section. The chart below shall be used to determine the minimum protection requirements:

**Existing Tree Coverage Preservation Requirements:**

| <i>Percentage of existing protected canopy tree coverage</i> | <i>Minimum percentage of the existing protected canopy tree coverage to be preserved</i> |
|--------------------------------------------------------------|------------------------------------------------------------------------------------------|
| 0% – 20%                                                     | 70%                                                                                      |
| 20.1 – 40%                                                   | 60%                                                                                      |
| 40.1% - 60%                                                  | 50%                                                                                      |
| 60.1% - 80%                                                  | 40%                                                                                      |
| 80.1% - 100%                                                 | 30%                                                                                      |

For the purpose of this section, canopy coverage shall be calculated based on the formula for the area of a circle with the individual tree radii equaling the diameter inches of the trunk of each protected tree measured at 4.5 feet above the base of the tree where it meets the ground. This calculation method may apply to developments approved, but not finalized, prior to October 6, 2014. Protected trees located within any of the exempted areas specified in Section 5.10(B) below may be credited toward the minimum existing preservation coverage requirements in the above table such that no more than 50% of the existing protected trees may be credited within an exempt area. NOTE: The minimum preservation coverage requirements listed above shall not be eligible for mitigation as described in Section 5.12.

- C. Exemption Provisions for Preserving Native Tree Stands: Given the requirements of Section B above, as an incentive for preserving groups of native trees in place, a development may be exempted from the mitigation requirements of Section 5.12. The purpose of the exemption would be to reward a more context sensitive approach in preserving native tree clusters such that the root systems of the trees to be preserved are not disturbed and the tree clusters left in their natural condition. In order to meet this exemption, the development must meet the following conditions:

1. The preservation area(s) shall, at a minimum, meet the requirements of Section B above with the following exception: the 50% credit provision shall not apply to the exemption provisions of this section;
2. The proposed preservation area(s) shall be identified on the tree preservation plan;
3. A minimum of 80% of the trees identified within the preservation area on the plan shall be regionally native trees, not classified as exempt, with emphasis given to native oak species;
4. Where possible, preserved trees should be grouped together with as few detached, designated preservation areas on the tree preservation plan as possible;
5. Final approval of the exemption provisions of this section shall be required by the Administrative Official. If approved, notwithstanding the requirements of Section D below, then all trees not located within a preservation area on the tree preservation

plan shall be classified as exempt from the mitigation provisions of Section 5.12 and the protection provisions of this chapter.

6. Approved preservation areas shall contain a perimeter fence, meeting the requirements of this chapter, around the entire preservation area until the development construction receives approval of a final inspection from the City. Said fence shall be placed a minimum of five feet from the outside edge of the drip line of any tree within said area. No earthwork, vehicle and equipment storage, or encroachments of any kind are permitted within the preservation area. No undergrowth shall be removed from a preservation area.
- D. Preservation of Heritage Trees: Heritage Trees, as defined in Chapter 2 - Definitions, may not be classified as exempted trees, regardless of whether or not they are located in any exempted area.

## **Section 5.10 Exempt and Non-Exempt Provisions**

### **A. Exempted Persons**

1. Exempted Persons: The following persons are exempt from the provisions of this Chapter only to the extent of their control over the particular class of properties and trees described below. Persons exempt from these provisions shall not be required to obtain tree removal permits.
  - a. An employee of the City of Colleyville, a public utility or an authorized contractor working in a dedicated public right-of way may in the course of business, may remove or prune that portion of a tree which prohibits the safe construction, repair or maintenance of a service line or facility.
  - b. The resident of a single family home may remove all or a portion of a tree which exists on the lot of record on which the single family home is built. Exception: For properties larger than two acres in size, if more than five protected trees are removed as part of a tree removal permit, the administrative official may require the resident to comply with the mitigation and preservation provisions of this chapter if it is deemed that an attempt to "clear-cut" all or a portion of the property in being made where no new accessory building, pool, building addition or other similar construction, not involving a principal permitted use, is being proposed as part of a submitted active building permit application. Any decision of the Administrative Official may be appealed per the provisions in Section 5.13. As it relates to this sub-section only, any appeal request shall not require payment of an application fee and said request shall be scheduled on the next available meeting.
  - c. A property owner or his authorized contractor, employee or tenant may remove a tree which has become severely diseased or damaged to the extent that it is beyond the point of recovery or is in danger of falling, as determined by the Administrative Official.
  - d. All landscape nurserymen shall be exempt from the terms and provisions of this section only in relation to those trees planted and growing on the nursery premises which are planted and grown for the sale or intended sale to the general public.
  - e. Any person may remove all or a portion of a tree which has disrupted a public utility service due to tornado, storm, flood, or other act of God, but only that portion of the tree which is necessary to safely restore normal utility service.

- f. The following persons shall be exempt from the tree replacement provisions of this Chapter. However, such persons shall provide tree protection and replacements as per this Chapter for all remaining trees in non-exempt areas.
  - (1) A person performing work authorized by a building permit in the residential buildable area (building setback envelope).
  - (2) A person performing work authorized by an approved site plan in the commercial building footprint.
  - (3) A person performing work authorized by the approved grading and drainage plan in the residential setback envelope as part of the construction of a new subdivision only.
  - (4) An employee of the City of Colleyville and a public utility. Persons specifically performing work on a public improvement as part of a new subdivision plat or a separate dedication instrument in a dedicated public right-of-way, drainage or utility easement are hereby exempt. For the purpose of this sub-section, public improvements shall include any drainage facilities, utilities or streets/sidewalks/trails. Fences, gates and open space amenities are not considered public improvements.

#### B. Exempted Areas

- 1. New Residential Subdivisions that include public or private street dedications: Except where noted above, the following areas shall be exempt from the tree preservation requirements of this chapter:
  - a. Rights-of-way of newly dedicated streets; lots containing private streets.
  - b. Easements, only where new public improvements or facilities are being constructed
  - c. Residential setback envelope
  - d. Residential driveway: Note: this area may only be declared exempt by the City Council in a situation where no reasonable alternative driveway placement exists on the property such that protected trees may be avoided. The City Council determination process shall be through the submittal of an appeal request. As it relates to this sub-section only, any appeal request shall not require payment of an application fee and said request shall be scheduled on the next available meeting.
- 2. Existing Platted Residential Lots and New Residential Subdivisions with no new public or private street Dedications: Except where noted above, the following areas shall be exempt from the tree preservation requirements of this chapter:
  - a. Residential setback envelope
  - b. Residential driveway: Note: this area may only be declared exempt by the City Council in a situation where no reasonable alternative driveway placement exists on the property such that protected trees may be avoided. The City Council determination process shall be through the submittal of an appeal request. As it relates to this sub-section only, any appeal request shall not require payment of



an application fee and said request shall be scheduled on the next available meeting.

3. Platted Commercial/Institutional Lots: Except where noted above, the following areas shall be exempt from the tree preservation requirements of this chapter:

- a. Trees located within the new commercial/institutional building footprint and any tree located within five feet of said building footprint.

C. Exempted Tree Species

1. Exempted Tree Species: The following tree species shall be exempt from the tree preservation requirements of this chapter:

- a. Mesquite
- b. Hackberry
- c. Chinese Tallow
- d. Cottonwood Trees under 18 inches in diameter width
- e. Cedar trees (Cupressaceae family) - Exceptions: Any species of cedar utilized for required landscape screening as required by the Land Development Code or the provisions of any other City ordinance and/or conditional variance shall not be considered as exempt. Additionally, any Eastern Red Cedar planted as a replacement tree per the provisions of this chapter shall not be considered as exempt. Otherwise, any eastern red cedar that does not meet the above exceptions shall be considered exempt only if the tree is less than 13 inches in diameter width.
- f. Other regionally non-native tree species not listed on the tree replacement list in Section 5.14 and as determined by the Administrative Official based on the written recommendation of a certified arborist and/or landscape architect contracted or employed by the City. Said written recommendation shall kept on file in the appropriate development records for the property for which the determination is made.

## **Section 5.11 Tree Protection**

A major purpose of this Chapter is to protect all trees which are not removed and to allow approved construction to occur. The following procedures shall apply to all types of construction projects, public and private, which involve development around trees.

The following procedures are deemed appropriate in the situations noted; however, unique circumstances may allow modifications if deemed necessary by the Administrative Official.

- A. Prohibited Activities: The following activities shall be prohibited within the limits of the critical root zone of any tree which is subject to the requirements of this Chapter.

1. Material Storage: No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the limits of the critical root zone of any tree.

2. Equipment Cleaning / liquid disposal: No equipment may be cleaned or other liquids deposited within the limits of the critical root zone of a tree. This would include but not be limited to, paint, oil, solvents, asphalt, concrete, mortar or other materials.
  3. Tree Attachments: No signs, wires or other attachments, other than those of a protective nature shall be attached to any tree.
  4. Vehicular Traffic: No vehicular and construction equipment traffic or parking is allowed within the limits of the critical root zone of trees.
- B. Pre-Construction: The ensuing procedures shall be followed prior to construction.
1. Tree Flagging: All trees to be removed from the construction site shall be flagged with bright red vinyl tape wrapped around the main trunk at a height of four feet (4') or more such that the tape is visible to workers on foot or driving equipment.
  2. Tree Identification: All protected trees shall be tagged with the unique classification number described in Section 5.8. Said number shall correspond to the number listed on the tree protection plan and shall be clearly visible and legible on a metallic surface located between four and five feet above the base of the tree. The classification number shall remain on the tree until all construction is complete and final approval has been obtained by the City.
  3. Protective Fencing: All protected trees shall have protective fencing located at the tree's critical root zone. The protective fencing shall be comprised of orange vinyl construction fencing, with a minimum of four-foot (4') approximate height. The protective fencing may be located within the critical root zone of the specimen tree for approved construction only as determined by the Administrative Official. The fencing shall follow the delineation of the approved construction. In order to protect the trunk, the trunks of all protected trees shall be wrapped with orange vinyl construction fencing such that the trunk will be easily visible during construction activities.
  4. Bark Protection: in situations where a tree remains in the immediate area of intended construction, the tree shall be protected by enclosing the entire circumference of the tree's trunk with lumber encircled with wire or other means that does not damage the tree.
  5. Construction Pruning: In a case where a low hanging limb may be broken during the course of construction, the obtrusive limb may be cut. The limb shall be cut either flush to the trunk on or at the next joint of the limb. The wound shall then be sealed with pruning paint.

In no instance shall pruning involve a portion of the trunk or thirty percent (30%) of the entire canopy without the Administrative Official's prior approval.
  6. Site Signage: Prior to, and during, construction activities, a sign(s), clearly visible from any adjacent roadways, shall be placed by the developer stating the following: "All trees located within an orange fenced area are considered protected. To report any tree protection violations, please contact (phone number designated by the Administrative Official)". The Administrative Official may require the addition of more specific contact information to the sign. Lettering shall be a minimum of 8 inches in height, shall be legible and able to be read from a passing vehicle on any adjacent roadway. The sign dimensions shall, at a minimum, be five feet in width and height. The overall sign height shall be a minimum of eight (8) feet in height measured from the ground to the top of the sign. The sign colors shall be as follows: lettering shall be black, the sign background shall be fluorescent green.

- C. Improvement within the Critical Root Zone of a Tree: Design constraints often dictate that trees slated for preservation have some encroachment on their critical root zone, as defined in Chapter 2 - Definitions. The following is the minimum design criteria, which is allowed within the critical root zone of a tree. Development exceeding the criteria would put the tree at risk and therefore no longer be considered a preserved tree. In such a case replacement trees shall also be required.
1. Grade Changes: In the event that grade changes must be made around a tree or group of trees, the following shall be implemented in order to maintain oxygen and water exchange within the tree's critical root zone.
    - a. A minimum of seventy-five percent (75%) of the critical root zone must be preserved at natural grade with natural ground cover or landscaping for the tree to be considered a preserved tree.
    - b. No cut or fill greater than two inches (2") shall be located closer to the tree trunk than one half (1/2) of the radius of the critical root zone radius distance.
    - c. Increase Grade: Provide an aeration system just outside the tree's critical root zone. A dry well located a minimum of one-half (1/2) of the radius of the critical root zone.
    - d. Decrease Grade: Provide retaining walls outside the critical root zone to mitigate cuts.
  2. Boring of Utilities: May be permitted under protected trees in certain circumstances. The minimum length of the bore shall be the width of the tree's canopy and shall be a minimum depth of forty-eight inches (48").
  3. Trenching: irrigation systems shall be designed to avoid trenching across the critical root zone of any tree.
  4. Paving: A maximum of twenty five percent (25%) of the critical root zone of a tree may be covered with impervious paving. The pavement and the cut and fill for the pavement is to not exceed one-half (1/2) of the critical root zone radius distance.
- D. Special Designated Tree Protection Areas by Other Ordinances and Plats: Any specifically classified tree, landscape or other similar type of classification that prescribes that trees and/or existing landscaping shall be protected within a specifically defined area as a condition of a zoning ordinance such as PUD or SUP, variance and/or plat shall, at a minimum, meet the following provisions:
1. During any construction activities, said area shall be completely contained within a fenced area meeting the tagging and fencing requirements for tree protection in this chapter.
  2. Unless authorized as part of the original approving language for said area, or where another code requirement applies to the maintenance and upkeep of high grass, weeds and other related nuisances, no trees, landscaping, soil or vegetation of any kind may be removed, or otherwise disturbed, within said area and no construction of any kind may occur except
  3. Unless noted as part of the original approving language for said area, the exemption provisions for the resident of a single family home shall apply regarding the provisions of this section.

## Section 5.12 Mitigation Requirements

Any protected tree which is six inches (6") or greater that is removed, destroyed or more than 50% damaged and does not meet the exemption provisions of this chapter shall be mitigated per the requirements of this section. In the event that the loss of a protected tree requires mitigation, the party responsible for mitigation shall either replace the protected tree(s) by planting new trees, pay a mitigation fee or a combination of both. For the purpose of this Chapter, trees removed within any City right-of-way or other City owned property by anyone not exempted by the provisions of this chapter shall be mitigated per the requirements of this section and other applicable City ordinances.

The mitigation authorized by this section is not meant to supplant good site planning. Tree replacement will be considered only after all design alternatives which could save more existing trees have been evaluated.

- A. Mitigation Through Planting New Replacement Trees: A sufficient number and diameter of replacement trees shall be planted in order to equal the total diameter inches or fraction thereof of trees six inches (6") or greater and slated for removal.
1. All medium and large, and palm replacement trees shall be a minimum of six inches (6") diameter when measured one foot (1') above the soil line and a minimum of 12 feet in height when planted. All screening and ornamental trees shall be a minimum of three inches (3") diameter when measured one foot (1') above the soil line and a minimum of eight (8) feet in height when planted.

### Examples-

- a. A total of 18" diameter to be removed shall be replaced with 3 – 6" diameter medium, large or palm trees.
  - b. A total of 18" diameter to be removed shall be replaced with 6 – 3" diameter screening and ornamental trees.
2. All replacement trees shall be a species listed on the replacement tree list and guaranteed for three years from the date of the final inspection and acceptance of the project. In instances where a replacement tree satisfies a landscaping requirement as regulated in Chapter 4-Landscaping and Buffering, then said tree shall be maintained per the provisions of Chapter 4.
  3. The location of replacement trees is restricted from utility easements and rights-of-way. The location shall not be in an area such that the mature canopy of the tree will interfere with overhead utility lines. No trees shall be planted within ten feet (10') of a fire hydrant.
  4. Replacement trees should be planted on the site from which existing trees are to be removed. If this is not feasible, an applicant may initiate a proposal to plant trees off-site. This may be approved if the planting site is no more than one-half mile from the site where the original trees were removed.
    - a. Replacement trees shall be planted prior to the issuance of the Certificate of Occupancy or project release. Optimum planting times do not always correspond to project completion. For that reason, replacement tree plantings may take place after the project is released by the City; provided, that before project release, a fiscal security is posted in the amount equal to the prevailing rate for installed trees with a three (3) year guarantee, plus fifteen percent (15%) to cover administrative cost.

- b. A minimum of 75 percent of all replacement trees planted as part of the required mitigation for a development under the provisions of this section shall be classified as a medium and large tree as listed on the replacement tree list
- B. Mitigation Through Payment of Fee: A monetary fee of \$250.00 per diameter inch of the tree(s) removed or damaged shall be assessed and paid to the City of Colleyville. All mitigation fees shall be deposited into the City's Tree Preservation Fund. All funds shall be paid prior to the final approval and/or issuance of the Certificate of Occupancy.
- C. Mitigation of Heritage Trees: Heritage Trees, as defined in Chapter 2 – Definitions and noted in Section 5.8:
  - 1. A monetary fee of \$500.00 per diameter inch of the Heritage Tree removed or damaged shall be assessed and paid to the City of Colleyville and deposited into the City's Tree Preservation Fund. All funds shall be paid prior to the final approval and/or issuance of the Certificate of Occupancy. or;
  - 2. If replacement trees are to be planted, the total amount of replacement inches to be planted shall be in an amount that is twice the diameter inches of the Heritage Tree(s) removed and shall, otherwise, meet the requirements of Section A above.
- D. Colleyville Tree Preservation Fund: All mitigation fees and non-criminal penalties mentioned below shall be paid into the Colleyville Tree Preservation Fund. The fund shall be administered by the City Manager or his/her designee and shall only be used for the planting of new trees on City owned or leased properties, rights-of-way and other public properties such as public schools, county and State properties located within the City of Colleyville.
- E. If any protected tree dies within three (3) years of the issuance of the certificate of occupancy, final inspection or acceptance of public improvements and is brought to the attention of the city manager or his/her designee, the original permit applicant shall be subject to the replacement/mitigation requirements for protected trees per this section.

### **Section 5.13 Penalties and Violations**

- A. Civil Penalties: If any protected tree is removed from any real property without a tree removal permit, or if a protected tree is injured during construction where an active tree removal permit has been issued because of failure to follow required tree protection measures of this chapter such that the tree dies or may reasonably be expected to die, the City shall have the authority to impose the following penalty:
  - 1. The violator shall plant new trees at a rate that is three times the diameter inches of tree(s) removed. All plantings shall meet the requirements of Section 5.12. For example, if a 20 inch diameter width tree is removed in violation of this Chapter, then a minimum of 60 inches of new trees shall be planted. A planting plan for the new trees shall be provided to the Administrative Official no later than 30 days from the date of the offense. The new trees shall be planted no later than 90 days from the date of the offense or, if the site is under construction, the new trees shall be planted when all other required landscaping and/or mitigation is planted. The City shall have the authority to hold any development related administrative approvals for the property on which the violation occurred and may impose a stop work order until the penalty is addressed through the submittal of an approved planting plan and/or the planting of new trees. In the event that the trees are not planted within the prescribed timeframe, the City may delay any related administrative approvals for the property and may impose a lien on the property until such time the trees are planted.

2. If the violator, due to property constraints or other impediments, cannot plant the required new trees mentioned in Section One, the violator may petition the City Council through the appeal process mentioned in Section 5.14 to allow a monetary penalty in lieu of the above planting requirements. Said monetary penalty shall be a minimum of \$750.00 per caliper inch of diameter width of the protected tree(s) removed or damaged, payable to the tree preservation fund mentioned above. If a tree is removed without authorization and the size of the tree cannot be determined given the lack of a tree survey or other official documentation, then the minimum penalty shall be \$15,000.00 per tree. If approved by the City Council, said penalties shall be paid no later than 30 days from the action of the City Council. The City shall have the authority to hold any development related administrative approvals for the property on which the violation occurred and may impose a stop work order until the penalty is paid. In the event that the penalty is not paid within the prescribed timeframe, the City may impose a lien on the property until such time the penalty is paid.

- B. **Criminal Penalty:** In addition to the civil penalties of this chapter, any person violating or failing to comply with any provision or requirement of this Chapter, including but not limited to the mitigation requirements of this section, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall, without exception, be fined the maximum amount of \$2,000.00. A separate offense shall be deemed committed upon each day during or on which each separate violation or failure to comply occurs or continues to occur and shall be punishable as such.

#### **Section 5.14 Appeals**

Any appeal to the provisions of this chapter and/or any appeal to a decision of the Administrative Official relative to the provisions of this chapter shall be heard by the City Council.

#### **Section 5.15 Replacement Tree List**

The following is the list of appropriate and approved replacement trees which have been selected on the basis of their suitability in the urban environment of North East Tarrant County.

| <b>REPLACEMENT TREE LIST</b>  |                                |                                      |                     |
|-------------------------------|--------------------------------|--------------------------------------|---------------------|
| <b><u>SCREENING TREES</u></b> | <b><u>ORNAMENTAL TREES</u></b> | <b><u>MEDIUM AND LARGE TREES</u></b> | <b><u>PALMS</u></b> |
| ARBORVITAE                    | BLUE POINT JUNIPER             | AMERICAN ELM                         | CALIFORNIA FAN PALM |
| BLUE POINT JUNIPER            | CAROLINA BUCKTHORN             | ARISTOCRAT PEAR                      | MEXICAN FAN PALM    |
| CHINESE PHOTINIA              | CAROLINA CHERRY LAUREL         | ARIZONA CYPRESS                      | NEEDLE PALM         |
| CAROLINA CHERRY LAUREL        | CRAPE MYRTLE                   | BALD CYPRESS                         | SABAL PALM          |
| EAST PALATKA HOLLY            | DECIDUOUS HOLLY                | BOIS D' ARC                          | WINDMILL PALM       |
| EASTERN RED CEDAR             | DESERT WILLOW                  | BUR OAK                              |                     |
| LITTLE GEM MAGNOLIA           | EAST PALATKA HOLLY             | CEDAR ELM                            |                     |
| NELLIE R. STEVENS HOLLY       | FIG                            | CHINESE PISTACHE                     |                     |
| SAVANNAH HOLLY                | ITALIAN CYPRESS                | CHINQUAPIN OAK                       |                     |
| WAX MYRTLE                    | JAPANESE MAPLE                 | DEODAR CEDAR                         |                     |
| YAUPON HOLLY                  | LACEY OAK                      | EASTERN RED CEDAR                    |                     |
|                               | MEXICAN BUCKEYE                | EVE'S NECKLACE                       |                     |
|                               | NELLIE R. STEVENS HOLLY        | FOREST PANSY REDBUD                  |                     |
|                               | OKLAHOMA REDBUD                | GINKGO BILOBA                        |                     |



|  |                       |                     |  |
|--|-----------------------|---------------------|--|
|  | SAVANNAH HOLLY        | LACEBARK ELM        |  |
|  | SUMAC                 | LITTLE GEM MAGNOLIA |  |
|  | TEXAS MOUNTAIN LAUREL | LIVE OAK            |  |
|  | VITEX                 | PECAN               |  |
|  | WAX MYRTLE            | PERSIMMON           |  |
|  | YAUPON HOLLY          | SHANTUNG MAPLE      |  |
|  |                       | SHUMARD RED OAK     |  |
|  |                       | SOUTHERN MAGNOLIA   |  |

## Section 5.16 Amendments

Reserved for listing of amendments to this Chapter.

| Ord. Number | Date      | Subject                                                                                                                                         |
|-------------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| O-00-1214   | 4-18-00   | Adoption of Tree Preservation in Land Development Code                                                                                          |
| O-09-1734   | 11-4-09   | Amendments to Chapter 5 based on recommendations of consultant                                                                                  |
| O-14-1933   | 10/6/2014 | Comprehensive amendments including incentives for preserving native tree stands, addition of fees, changes to penalties and other modifications |



# City of Colleyville City Council Agenda Briefing

City Hall  
100 Main Street  
Colleyville, Texas 76034  
[www.colleyville.com](http://www.colleyville.com)

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**Agenda Number** PC-5

**Agenda Date** 07/21/2015

**Type** Pre Council

**Department** Human Resources

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## **Title**

Discussion of compensation market study results and recommendations

## **Strategy Map Connection**

L1- Attract, develop, and retain skilled employees who embrace our values

F4- Adhere to the City's financial and budgetary policies

## **Explanation**

The purpose of this item is to receive the City Council's direction on the periodic and long-term maintenance of salary ranges in our compensation system.

## **History/Background**

The City of Colleyville compensation program is comprised of two key components - the merit system and market adjustments. Both merit and market play a critical role in maintaining a strategic compensation system that meets the City's objectives of attracting and retaining a quality workforce. This type of system provides greater opportunity to recruit, motivate, and retain successful and exceptional employees.

## **Merit System**

Merit pay, also sometimes referred to as "pay for performance", is an internal compensation strategy that holds all employees accountable for job performance and service delivery. This type of system differentiates high-performing employees, those who perform satisfactorily, and those who perform poorly. Those employees who perform at the highest levels are eligible to receive greater adjustments in base salary than those who perform satisfactorily or poorly. One of the primary advantages of merit-based compensation is the fact that it can motivate employees to perform at an optimal level. Although top performing employees are often self-motivated, the potential for greater compensation can be a driving force in an employee's job performance. Those employees who perform satisfactorily have the incentive to step up their performance to receive more compensation for their performance. Merit systems are also typically better for overall employee morale. For instance, if all employees receive the same across-the-board cost of living raise, the higher performing employees see that the lower performing employees receive the same percent of increase. This can lead to lower morale. In addition, in this scenario, there is no incentive for employees to work harder.

At the City of Colleyville, merit increases are based entirely on employee performance.

A new performance management system was introduced in FY2014, and holds employees accountable through a results-oriented analysis, rather than just employee behaviors. Employees are now evaluated on three components:

1. City values of integrity, service and innovation as codified in the Colleyville Way (Attachment A);
2. The core functions of the job as codified in each employees' job classification description;
3. Specific assignments or projects assigned, or that arose, during the review period that would, by most measures, be considered "over and above" an employee's normal scope. For instance, researching, developing, and implementing a native mobile app in communications and marketing, or undertaking development, construction, and launch of a new park improvement by the parks manager.

The performance management system has a 12-month cycle. The review period was moved in 2014 from an anniversary date to an April through March timeframe for all employees each year, providing supervisors better consistency and focus on evaluating employee performance, and making budgetary projections easier to manage. Probationary employees, who have not occupied their current position for the full 12 months, receive a six-month introductory evaluation before transitioning to the annual review process.

Initially, employees work with their supervisor to establish goals and objectives for the desired job results. Supervisors provide feedback and instruction throughout the year, adjusting the original goals or objectives as business priorities change. Before the end of the review period, the employee completes a self-evaluation, identifying accomplishments for that year (Attachment B). The supervisor then provides a final performance assessment and rates the employee in one of three categories (Attachment C):

- Exceptional - performance significantly and consistently exceeds expectations
- Successful - performance consistently meets expectations
- Needs Improvement - performance inconsistently meets expectations

An employee receiving a needs improvement rating is placed on a performance improvement plan to help the employee succeed or eventually bring their employment with the City to an end (Attachment D). Merit increases are based on employee performance at either a successful or an exceptional level, as funding allows. Employees earning at or above the market rate (or midpoint of the range) of their job

requires an exceptional rating to be eligible for a merit increase. Employees receiving a needs improvement rating are not eligible for a merit increase.

### **Market Adjustments**

The second key component of the compensation system is driven by external forces. This is the market-driven piece. A comprehensive new job classification and compensation system was implemented in FY2014 in order to ensure the City maintains competitiveness in the market. The new system plans for the long-term through a multi-year budget forecast (Attachment E). It shifted from a traditional grade system containing over 100 narrowly-defined job classifications to a broad-banding system containing 30 broader, more flexible job classifications. Broad-banding is a method of grouping jobs that results in a salary structure constructed of few levels, with wide salary ranges. The broad-band philosophy incorporates internal equity which means positions at the City of Colleyville that require similar decision-making authority, leadership responsibilities, and job complexity are grouped, or classified, together. Also, by reducing the number of position-based distinctions between levels of work, there is greater flexibility to cross-train employees and manage changes in workload.

The philosophy also incorporates market competitiveness, which is to pay employees, on average, at the 50th percentile of the market rate. This means half of the market we compete with pays more than Colleyville and half of the market pays less. The market rate represents the value of a job for a fully functioning and successful employee. The market comparisons for non-sworn positions includes the public and private sector because we compete for employees from both of these sectors. The market comparisons for sworn positions includes the public sector only because we typically compete for employees only in the public sector. Actual salaries of certain Colleyville positions were compared to similar external positions in the comparable market sectors to create the new salary ranges. Salary movement through the range is based on changes in the comparative labor market, and for successful and exceptional employee performance.

Based on the comprehensive market study conducted by Fox Lawson in the spring of 2013, the City Council approved market adjustments effective October 2013 to employees who were paid below the minimum of the new pay ranges, not to exceed 10 percent per year. This impacted 73 employees in FY2013, with 17 of those employees receiving the remainder of their market adjustment in October 2014. In FY2015, three more employees received the remainder of their market adjustment.

During the May 28, 2014 budget worksession, staff recommended that, in order to maintain the new competitive system and keep it current, a two-pronged approach be implemented: annual salary structure updates to keep abreast of any necessary market adjustments, coupled with long-term comprehensive maintenance. During that meeting, staff recommended making annual market adjustments to the salary structure as needed to help alleviate significant salary lags between surveys. This

avoids a large annual survey expense and helps maintain market competitiveness with smaller salary adjustments.

Last month, Human Resources requested an annual salary structure update from Gallagher Benefit Services, Inc. (GBS), in order to obtain data on possible annual market adjustments. Rather than performing another comprehensive update, the consultant performed an overall review of data from published sources (i.e. World at Work). The consultants analyzed salary trends in Texas for both public administration jobs and all industries, which included private sector jobs. They also reviewed only Dallas Metro area salaries, which only included private sector jobs. There was no data available for public administration jobs in the Dallas Metro area using this source.

The results indicated the following average increases in salaries for these categories:

| <b>Texas and Dallas Metro Area Average Increases for 2015</b> |              |            |           |
|---------------------------------------------------------------|--------------|------------|-----------|
| Executive                                                     | Professional | Non-Exempt | Aggregate |
| 2.5%                                                          | 2.7%         | 2.5%       | 2.6%      |

Based upon these numbers, GBS recommends that the City utilize market data that is reflective of the average aggregate movement when considering salary range adjustments. The full study results are provided in Attachment F of this briefing.

The application of any necessary salary structure adjustments resulting from this recommendation could be handled in either of the following ways:

- Option 1 – Move all ranges 2.6% and move employees who fall out of the new range to the new minimum of the range. This would affect 46 employees who would have to move up to the minimum of the new range. It would cost approximately \$50,306 to move these 46 employees to the new minimum.
- Option 2 – Move all ranges 2.6% and move all employees by the same percentage. In this scenario, all 204 employees would receive a 2.6% adjustment. The cost would be approximately \$360,295.

In reviewing Option 1, staff considered what effect, if any, this increase would have on compression within the ranges. If the City were only to complete the market piece of the compensation system, compression can occur when only the employees who fall out of the minimum range are moved up and no other employees are moved within the ranges. However, because the City also incorporates a merit program in conjunction with market adjustments, the merit facilitates the ability for employees within the ranges to move up within the range, thus reducing the likelihood of compression.

Upon reviewing Option 2, staff considered the impact on the overall budget. As Council may recall, the City forecasts 2% of payroll each year for compensation and benefit cost increases. Option 2 would exceed the 2% forecasted for FY2016.

Staff recommends Option 1, to move all ranges and move only those employees who fall out of the range, for a total budgetary impact of \$50,306.

As a final note, since the last comprehensive market study was implemented in FY2014, the next comprehensive study should be performed in FY2017 for implementation in the FY2018 budget year. Staff continues to recommend, for long-term maintenance, a comprehensive salary survey should be conducted every three to four years to review the City's overall competitiveness in the labor market. The cost for this type of survey can vary from around \$20,000 to \$50,000, depending on the scope of work and the vendor. Conducting a comprehensive survey every three to four years provides a better return on investment by staggering the cost of the survey.

### **Summary**

The objective of the compensation system is to keep the City competitive in hiring, provide a merit system to retain good and great employees, and to hold all employees accountable for job performance and service delivery. The recommended program maintenance strategy, including periodic comprehensive market salary assessments, coupled with small market adjustments on an annual basis, minimizes costs, yet continues to address the primary objectives of the compensation program.

Staff recommends adjusting all salary ranges 2.6% and moving those employees who fall out of the new range to the new range minimum, effective October 1, 2015. In addition, staff recommends planning to fund a comprehensive market assessment in FY2017 with implementation in FY2018.

### **Attachments**

1. Employee Compensation System Update
2. Attachment A - The Colleyville Way
3. Attachment B - Self Evaluation Form
4. Attachment C - Performance Evaluation Form
5. Attachment D - Performance Improvement Plan
6. Attachment E - Compensation Strategy
7. Attachment F - Market Study Results



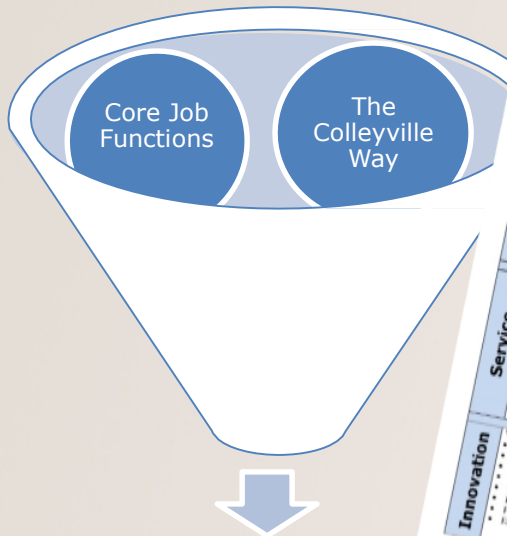
# **Employee Compensation System Update**

**Pre Council  
July 21, 2015**

# Compensation System

**Merit ↔ Market**

# Employee Performance



Job Results

**Who we are and what we value = THE COLLEYVILLE WAY**

- We have an unwavering commitment to doing what is right through honesty and respect
- We are personally responsible and accountable for maintaining the public's trust
- We are engaged and motivated
- We display humility
- We make decisions based on fairness and consistency
- We treat others with dignity and respect and selflessly before assuming others
- We are loyal and committed to our community, citizens, the City Council, coworkers, and to our organization
- We insist on transparency and open, honest, consistent, and frequent communications
- We view mistakes as learning opportunities and recognize that they do not matter as much as how we respond to them
- We are politically astute
- We foster a collaborative and safe work environment
- We work Colleyville as a team and do not tolerate fragmented thoughts or actions

**Integrity**

**Service**

- We work together in a positive and responsive manner that is centered on "we care and we effectively deliver. We deliver superior customer service by:
- Being available, approachable and visible
- Responding with a sense of urgency
- Listening
- Empowerment, problem-solving and working to eliminate bureaucracy
- Being proactive, proactive, results oriented, and flexible
- Being cooperative and consistent of our actions on others
- Following through and consistent of our actions on others
- Creating positive work environments
- Having accurate, reliable and readily available data to make decisions, rather than with emotion
- We explore efficient and productive ways to ensure excellent stewardship of the City's resources
- Helping others be more productive by constantly improving the work environment
- Viewing change as the norm, rather than the exception
- Taking charge to the action, rather than the exception
- Empowerment to make continuous improvements that are sustainable in the long-term
- Forward, progressive and strategic thinking and resistance of the status quo
- Employee improvement through personal and professional development

**Innovation**

**CLASSIFICATION**

**CLASS SPECIFICATION**

**M&O Project Specialist**

**OCCUPATIONAL GROUP**

**MANAGEMENT/SUBGRADE**

**CLASS STATUS**

**CLASS SUMMARY:**

Is assigned, incurrence provide project oversight for activities such as responding to facility issues, overseeing capital improvement and construction projects, and performing engineering functions studies and project execution.

**ESSENTIAL DUTIES:**

1. Oversee and manage the day-to-day operations of the department, including project management, financial management, personnel management, and other administrative functions.

2. Provides project oversight, reviews and approves the execution of activities, facilities, or equipment related to assigned area. Coordinates and reports with relevant staff and stakeholders to provide information, technical data and review comments.

3. Prepares regularly recurring, inspection reports, cost estimates, status reports, and other reports for monitoring and measuring statistics and information.

4. Reviews plans and permits to ensure compliance and that planning requirements are met. Reviews, develops and analyzes scenarios and processes. Provides feedback and documentation of review and/or recommendations.

5. Solicits input and proposals for activities. Provides administrative support for administration of service contracts. Provides administrative support for department related projects and programs. Provides hearing and orientation as needed.

6. Actively in developing budget and monitoring project costs and other expenditures. Prepares, monitors and maintains budget reports, databases, presentations and other related tools or documents.

7. Reviews and facilitates processes and procedures, recommending changes for operational improvements.

8. Performs other duties of a similar nature and level as assigned.

**PERCENTAGE OF TIME**

|             |     |
|-------------|-----|
| Daily       | 30% |
| Daily       | 20% |
| Daily       | 15% |
| Weekly      | 5%  |
| Monthly     | 5%  |
| As Required |     |

# Performance Review Cycle



# Overview

- Compensation set by market forces (external)
- 30 broader job classifications instead of 100
- External market competitiveness (50<sup>th</sup> percentile)

# Market Adjustments



## Recommendations for Salary Structure Maintenance

### LONG-TERM APPROACH

Conduct comprehensive market salary survey every three (3) to four (4) years

- Cost of survey/staff time is incurred every few years (better return on investment)
- Couple with annual salary structure review/adjustment in off-years to offset significant salary lag

### ANNUAL APPROACH

Apply overall salary structure adjustment in years that comprehensive market survey is not conducted

- Data can be obtained from published source(s)
- Aids to maintain market competitiveness in lieu of comprehensive survey
- Incremental adjustments incur smaller salary increase expense

**Note: The City has not implemented any market adjustments since FY2014.**



# Market Adjustments



The July 5, 2015 market study results indicated the following average increases in salaries for these categories:

| Texas and Dallas Metro Area Average Increases for 2015 (Public and Private) |              |            |           |
|-----------------------------------------------------------------------------|--------------|------------|-----------|
| Executive                                                                   | Professional | Non-Exempt | Aggregate |
| 2.5%                                                                        | 2.7%         | 2.5%       | 2.6%      |

Data on salary trends in Texas and the Dallas Metro area

# Options to Consider

- Option 1
  - Move all ranges 2.6% and move employees who fall out of the new range to the new minimum of the range
  - 46 employees move to the minimum of the new range
  - Cost approximately \$50,306
- Option 2
  - Move all ranges 2.6% and move all employees by the same percentage
  - 204 employees would receive a 2.6% adjustment
  - Cost would be approximately \$360,295

# Summary

- The objective of the salary system is to:
  - Keep the City competitive in hiring
  - Provide a merit system to retain quality employees
  - Hold all employees accountable for job performance and service delivery
- Staff recommends implementing for FY2016, Option 1 - Move all ranges 2.6% and move employees who fall out of the new range to the minimum.
- Continue with merit program – March 2016 performance evaluations.
- Staff recommends planning to fund a comprehensive market assessment in FY2017 with implementation in FY2018.

# Questions and Discussion

## Attachment A - The Colleyville Way



### Who we are and what we value = THE COLLEYVILLE WAY

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Integrity</b>  | <p>We have an unwavering commitment to doing what is right through honesty and respect</p> <ul style="list-style-type: none"><li>• We are personally responsible and accountable for maintaining the public's trust</li><li>• We are truthful and genuine</li><li>• We are engaged and involved</li><li>• We display humility</li><li>• We make decisions based on fairness and consistency</li><li>• We treat others with dignity and respect and self-assess before assessing others</li><li>• We are loyal and committed to our community, citizens, the City Council, coworkers, and to the organization</li><li>• We insist on transparency and open, honest, consistent, and frequent communication</li><li>• We view mistakes as learning opportunities and recognize that they do not matter as much as how we respond to them</li><li>• We are politically astute</li><li>• We foster a collaborative and safe work environment</li><li>• We work Citywide as a team and do not tolerate fragmented thoughts or actions</li></ul> |
| <b>Service</b>    | <p>We work together in a positive and responsive manner that is summed up as: we care and we effectively deliver. We deliver unique customer service by:</p> <ul style="list-style-type: none"><li>• Being available, approachable and visible</li><li>• Responsiveness with a sense of urgency</li><li>• Listening</li><li>• Empowerment, problem solving and working to minimize bureaucracy</li><li>• Being prepared, proactive, results oriented, and flexible</li><li>• Doing more than asked</li><li>• Being cooperative and considerate of our actions on others</li><li>• Follow through/follow up</li><li>• Creating positive work environments</li><li>• Having accurate, reliable and readily available data to make decisions, rather than with emotion or the way we have always done it</li></ul>                                                                                                                                                                                                                            |
| <b>Innovation</b> | <p>We explore efficient and productive ways to ensure excellent stewardship of the City's resources by:</p> <ul style="list-style-type: none"><li>• Finding efficiencies, reducing costs and improving processes without being directed</li><li>• Helping others be more productive by constantly improving the work environment</li><li>• Fostering creative, unique ideas, both individually and in teams to improve service to customers</li><li>• Viewing change as the norm, rather than the exception</li><li>• Taking initiative to make continuous improvements that are sustainable in the long-term</li><li>• Empowerment to make a positive difference</li><li>• Forward, progressive and strategic thinking and resistance of the status quo</li><li>• Employee improvement through personal and professional development</li></ul>                                                                                                                                                                                            |

## Attachment B - Self Evaluation Form



*Integrity - Service - Innovation*

### EMPLOYEE SELF-EVALUATION FORM

This form is the mandatory initiation of the evaluation process to be completed by the employee and provided to the supervisor at least two weeks before the annual or probation performance evaluation meeting. This form is to be attached to the final Employee Performance Management and Evaluation Form.

|                           |                                                                                                                               |                   |  |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------|-------------------|--|
| <b>Employee Name:</b>     |                                                                                                                               | <b>Job Title:</b> |  |
| <b>Date:</b>              |                                                                                                                               | <b>Signature:</b> |  |
| <b>Evaluation Period:</b> | <b>Evaluation Type:</b><br>_____ <input checked="" type="checkbox"/> Annual _____ Probationary<br>_____ Close Out _____ Other |                   |  |

Please describe and evaluate your job performance during the evaluation period considering:

**Overall Job Results – City Values: [Reference The Colleyville Way]**

**Overall Job Results - Core Job Functions: [Reference Essential Duties of the Job]**

**Overall Job Results - Specific Assignments/Projects: [Optional Category – Appropriate if assignments/projects were established as evaluation elements]**

**Accomplishments, Recognition, and Strengths:**





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## **EMPLOYEE SELF-EVALUATION FORM**

**Areas in Need of Development or Improvement:**

**Challenges to Meeting Performance Expectations:**

**Additional Actions and/or Support of Supervisor/Manager that would improve your ability to effectively perform your job:**

**Additional Skills/Knowledge/Training that would improve your ability to effectively perform your job:**

**Other Topics for Performance Evaluation Discussion:**

**Suggested Performance Planning Elements (goals, projects, etc) for the Next Performance Cycle:**

## Attachment C - Performance Evaluation Form



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### EMPLOYEE PERFORMANCE MANAGEMENT AND EVALUATION FORM

|                           |  |                                                                                                                                                                                                                                                                                     |  |
|---------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Employee Name:</b>     |  | <b>Job Title:</b>                                                                                                                                                                                                                                                                   |  |
| <b>Department:</b>        |  | <b>Supervisor:</b>                                                                                                                                                                                                                                                                  |  |
| <b>Evaluation Period:</b> |  | <b>Evaluation Type:</b>                                                                                                                                                                                                                                                             |  |
|                           |  | <div style="display: flex; justify-content: space-between;"> <span>_____ <b>Annual</b></span> <span>_____ <b>Probationary</b></span> </div> <div style="display: flex; justify-content: space-between;"> <span>_____ <b>Close Out</b></span> <span>_____ <b>Other</b></span> </div> |  |

#### Overall Performance Rating:

\_\_\_ **Exceptional:** The employee's performance significantly and consistently exceeds established job expectations. This level of performance recognizes an employee's sustained excellence and accomplishments, such as:

- Consistently raises and exceeds expectations, does more than asked
- Finds efficiencies, reduces costs, improves processes without being asked
- Solves big problems, or finds new opportunities without needing direction
- Is known as an expert by other employees
- Shares knowledge as a process, mentors others regularly
- Helps others be more productive by improving the work environment
- Communicates effectively across and outside the organization
- Attracts additional support and resources
- Personally invested in helping the whole team perform better, both departmental and organization-wide
- Very strategic thinker — redefines the job to meet evolving business needs
- Relentlessly models City's values (Always models and in such a way that it sets the example for others)

Please indicate in the exceptional justification block below specifically how the performance is exceptional.

\_\_\_ **Successful:** The employee's performance consistently meets the established job expectations. This level of performance recognizes an employee's regular, dependable and predictable accomplishments that supervisors/managers expect, such as:

- Always meet expectations, can be counted on
- Sometimes exceeds expectations
- Sometimes contributes additional value
- Sometimes goes above and beyond expectations
- Does an excellent job, as the job is defined
- Generally positive impact on people and team performance
- Strategic thinker – contributes new ideas, improvements, and/or suggestions
- Can take on big problems or opportunities with minimal direction
- Regularly shares knowledge
- Always models City's values

If an employee is not rated as Exceptional or Needs Improvement, the employee must be rated as Successful.



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## EMPLOYEE PERFORMANCE MANAGEMENT AND EVALUATION FORM

\_\_\_ **Needs Improvement:** The employee's performance inconsistently meets the established job expectations. This level of performance indicates that significant requirements are not completed in the time or manner expected, such as:

- Does not meet commitments, does not do what they say
- Does not show up, does not participate
- Work of poor quality, late, incorrect, and/or frequently needs rework
- Consistently below expectations
- Negative impact on people and team performance
- Needs continuous direction or explanation about the work required
- Does not generally contribute extra effort or energy
- Does not generally share knowledge
- Occasionally models the City's values

This rating requires the development of a Performance Improvement Plan (PIP).

\_\_\_ **PIP Form attached.**

**After the evaluation form has been completed, all approving signatures should be obtained before sharing the evaluation form with the employee.**

This document represents my impartial evaluation of the employee's performance for the period under review.

|                                                                   |  |              |  |
|-------------------------------------------------------------------|--|--------------|--|
| <b>Supervisor<br/>Signature:</b>                                  |  | <b>Date:</b> |  |
| <b>Mgr/Dept Reviewer<br/>Signature &amp; Job<br/>Title:</b>       |  | <b>Date:</b> |  |
| <b>Final Dept<br/>Reviewer<br/>Signature &amp; Job<br/>Title:</b> |  | <b>Date:</b> |  |

This evaluation has been discussed with me. I understand that my signature does not necessarily indicate agreement with this review.

|                                |  |              |  |
|--------------------------------|--|--------------|--|
| <b>Employee<br/>Signature:</b> |  | <b>Date:</b> |  |
|--------------------------------|--|--------------|--|



*Integrity - Service - Innovation*

## EMPLOYEE PERFORMANCE MANAGEMENT AND EVALUATION FORM

|                                             |  |  |  |
|---------------------------------------------|--|--|--|
| <b>Justification for Exceptional Rating</b> |  |  |  |
| <b>Supervisor / Manager Signature:</b>      |  |  |  |

### Part I: Evaluation of Performance - Core Functions [Essential Duties] of the Job Including City Values

**Core Job Functions** – This section focuses on the contribution of the employee to the essential duties of the job that are core functions and evaluates how well an individual performs the responsibilities required of the position, measures performance related to job accountabilities and essential duties, and focuses on the results an employee achieves.

**City Values** – This section focuses on the contribution of the employee to the City values as described in The Colleyville Way that support the City's defined values and evaluates how well an individual performs the responsibilities related to the goals, measures performance related to job accountabilities and duties, and focuses on the results an employee achieves.

**Directions:** Please evaluate the employee by commenting on employee's performance over the course of the performance period. Please provide narrative comments, including specific examples, to explain or support the contribution relative to the City values and essential duties consistent with the overall performance rating and provide context about specific duties and performance.



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## EMPLOYEE PERFORMANCE MANAGEMENT AND EVALUATION FORM

**CITY VALUES:** [Relates specifically to the overall performance related to those defined job results associated with The Colleyville Way]

**Comments:**

### **Core Job Functions**

**Comments:**



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## EMPLOYEE PERFORMANCE MANAGEMENT AND EVALUATION FORM

### Part II: Evaluation of Performance Based on Job Assignments/Projects [OPTIONAL]

**Job Assignments/Projects** – This section provides the option of identifying 2-4 specific assignments or projects to be specifically evaluated in addition to commenting on Core Job Functions for the performance period. Specific results associated with focused projects or assignments are identified and included as evaluation elements during the performance planning cycle and/or updated during ongoing performance documentation.

**Directions:** Please fill in 2-4 important major assignments and/or projects in the tables provided. The performance indicators of **1) Demonstrate Knowledge & Skills, 2) Quality of Work, 3) Quantity of Work, and 4) Timeliness of Completion** are to be considered.

| <b><u>ASSIGNMENT / PROJECT:</u></b> |
|-------------------------------------|
|                                     |
| <b>Comments:</b>                    |
|                                     |
|                                     |

| <b><u>ASSIGNMENT / PROJECT</u></b> |
|------------------------------------|
|                                    |
| <b>Comments:</b>                   |





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## EMPLOYEE PERFORMANCE MANAGEMENT AND EVALUATION FORM

### Part III: Training, Support & Career Development Needs

**Professional Development** – Identify training and development needs as well as career planning objectives and management support needed to achieve objectives.

**Directions:** This section is not intended to replace a Performance Improvement Plan (PIP) if the overall rating is “Needs Improvement”. This section is intended to document discussion regarding supervisor/manager and/or employee views of additional support and/or training needed to better address job results and/or career advancement.

#### Training, Support & Career Development:

### Part IV: Performance Planning for the Upcoming Year

**New Performance Objectives** – This section is designed to identify the focus of core job functions as well as, optionally, assignments/projects of the position and the measures associated with performance related to upcoming job accountabilities, essential duties, and/or assignments/projects. This section focuses on the results an employee is expected to achieve. These projected performance elements may be amended over the course of the performance period as documented.

**Directions:** Refer to the employee's major assignments/projects for the next evaluation period and the City's values for the upcoming year. Please develop up to **four** areas of focus and/or major assigned project(s) as expected for the coming year in the tables provided keeping in mind the need to understand the performance indicators of **1) Demonstrate Knowledge & Skills, 2) Quality of Work, 3) Quantity of Work, and 4) Timeliness of Completion.**

#### FOCUS OF JOB RESULTS RELATED TO CITY VALUES: [Refer to The Colleyville Way]

#### FOCUS OF CORE JOB FUNCTION: [Refer to Essential Duties of the Job]

**Comments:**



*Integrity - Service - Innovation*

## EMPLOYEE PERFORMANCE MANAGEMENT AND EVALUATION FORM

|  |
|--|
|  |
|  |

**ASSIGNMENT / PROJECT:**

**Comments:**

**ASSIGNMENT / PROJECT:**

**Comments:**

## Attachment D - Performance Improvement Plan



### EMPLOYEE PERFORMANCE IMPROVEMENT PLAN (PIP) FORM

This form is to be completed by the supervisor/manager for an employee receiving a Needs Improvement (NI) as an overall performance rating. A copy of this form must be attached to the Employee Performance Management and Evaluation Form.

|                            |                                     |                    |  |
|----------------------------|-------------------------------------|--------------------|--|
| <b>Employee Name:</b>      |                                     | <b>Job Title:</b>  |  |
| <b>Department:</b>         |                                     | <b>Supervisor:</b> |  |
| <b>Date PIP Presented:</b> | <b>Associated with:</b>             |                    |  |
| 00/00/2014                 | _____ Annual Evaluation _____ Other |                    |  |

Please complete the following for each area needing improvement. Each area must be discussed with the employee, and reviewed by the supervisor and employee within 30 days. The follow up meeting must be scheduled during the initial meeting.

|                                                      |
|------------------------------------------------------|
| <b>Area Needing Improvement:</b>                     |
| <b>Plan for Improvement:</b>                         |
| <b>Result(s) Required by Employee:</b>               |
| <b>Consequences and Timeline for Improvement:</b>    |
| <b>Follow-up Meeting:</b> 00/00/2014, 0:00 a.m./p.m. |
| <b>Outcome of Follow-up Meeting:</b>                 |

|                                                      |
|------------------------------------------------------|
| <b>Area Needing Improvement:</b>                     |
| <b>Plan for Improvement:</b>                         |
| <b>Result(s) Required by Employee:</b>               |
| <b>Consequences and Timeline for Improvement:</b>    |
| <b>Follow-up Meeting:</b> 00/00/2014, 0:00 a.m./p.m. |
| <b>Outcome of Follow-up Meeting:</b>                 |



## EMPLOYEE PERFORMANCE IMPROVEMENT PLAN (PIP) FORM

|                                                      |
|------------------------------------------------------|
| <b>Area Needing Improvement:</b>                     |
| <b>Plan for Improvement:</b>                         |
| <b>Result(s) Required by Employee:</b>               |
| <b>Consequences and Timeline for Improvement:</b>    |
| <b>Follow-up Meeting: 00/00/2014, 0:00 a.m./p.m.</b> |
| <b>Outcome of Follow-up Meeting:</b>                 |

**This Performance Improvement Plan (PIP) must be reviewed by the Department Head and Human Resources Director before the Performance Improvement Plan meeting is held with the employee.**

|                                   |  |              |  |
|-----------------------------------|--|--------------|--|
| <b>Department Head Signature:</b> |  | <b>Date:</b> |  |
| <b>HR Director Signature:</b>     |  | <b>Date:</b> |  |

**This Performance Improvement Plan (PIP) has been discussed with me by my supervisor/manager and I understand the actions required of me and the consequences of not meeting the requirements detailed within this plan. I understand that unless I fully and satisfactorily complete the requirements of this Performance Improvement Plan (PIP) that I may be subject to further action, up to and including termination of employment.**

|                                        |  |              |  |
|----------------------------------------|--|--------------|--|
| <b>Employee Signature:</b>             |  | <b>Date:</b> |  |
| <b>Supervisor / Manager Signature:</b> |  | <b>Date:</b> |  |

**The follow up meeting for this Performance Improvement Plan was conducted. The outcome of the meeting is addressed in the appropriate section(s) above and I understand these outcomes, conditions and requirements.**

|                                        |  |              |  |
|----------------------------------------|--|--------------|--|
| <b>Employee Signature:</b>             |  | <b>Date:</b> |  |
| <b>Supervisor / Manager Signature:</b> |  | <b>Date:</b> |  |

## Attachment E - Compensation Strategy



### **CITY OF COLLEYVILLE COMPENSATION PHILOSOPHY & STRATEGY Effective Fiscal Year 2014**

#### **PURPOSE**

- The City of Colleyville (City) values its employees as the key to providing efficient, effective, responsive and creative public services.
- The purpose of a compensation system is to support the recruitment, **motivation** and retention of well-qualified employees. In order to obtain and maintain taxpayer support, the compensation system should be fiscally sound and cost effective while supporting the employees of the City by encouraging them to be responsive to customers/taxpayers.
- The compensation system shall be administered in an efficient, cost effective, responsive, fair and equitable manner to meet the needs of all stakeholders including elected officials, managers, employees and citizens of the City.

#### **GOAL 1 – ORGANIZE THE WORK**

To provide for a simplified flexible classification system that defines the general scope and complexity of the work required. The classification system will also facilitate internal equity across all jobs within all departments of the City.

##### **Objective 1 – Broad Class Structure**

To establish a classification structure that reflects meaningful and measurable differences in the level of work within each occupational group but maintains the flexibility necessary for employee growth and efficient management.

##### **Strategies – Broadly Defined Classes**

- The classification system will consist of broadly defined classes that reflect the essential duties and responsibilities performed by incumbents in each class. This approach will facilitate flexibility in the assignment of duties to individual employees within the job classification.
- Where practical and feasible within each occupational group, there will be an opportunity for career advancement opportunities. The differences in job levels will be clearly defined and defensible.

##### **Objective 2 – Classification Structure**

The classification plan will meet the current needs of the departments while providing maximum flexibility to manage and organize the work in a changing environment.



**CITY OF COLLEYVILLE**  
**COMPENSATION PHILOSOPHY & STRATEGY**  
**Effective Fiscal Year 2014**

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>Strategies – Classification System Maintenance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|  | <ul style="list-style-type: none"> <li>▪ The existing classification system will <u>be reviewed to identify current requirements</u> that may inhibit management flexibility. Recommendations will be made to make the system consistent with the City's goals and objectives and will position the City to be responsive to change.</li> <li>▪ The <u>class specifications</u>, including the statements of essential duties, minimum qualifications, and physical requirements, will be written to reflect the current needs of the City. The goal is to ensure that new hires are qualified and capable of performing the work required. Incumbents who currently do not meet the minimum qualifications will be grandfathered into their current classes. However, any incumbent not meeting the new minimum requirements will be required to acquire the applicable knowledge and/or skills within a reasonable time period so that they will be qualified for their job. Otherwise, the employee may apply for vacant positions elsewhere in the City, or other positions external to the City, for which they qualify.</li> </ul> |
|  | <b>Objective 3 – Reclassification of Jobs</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|  | <p>The reclassification process will be administered by the Human Resources Department in an efficient, cost effective, responsive, fair, and equitable manner to meet the needs of both the City and its employees. Because the City has adopted the concept of broad job classifications, the number of reclassifications should be minimal since the differences between classifications will be clearly defined.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|  | <b>Strategies – Reclassification Process</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|  | <ul style="list-style-type: none"> <li>▪ Timetables will be established which will set the time the reclassifications will be reviewed and acted upon.</li> <li>▪ Responsibilities for each step of the reclassification process will be established to include the employee, department head, and the Human Resources Department.</li> <li>▪ Employees will be notified in writing of the results of the reclassification process and the reasons for approval or denial.</li> <li>▪ Employees who are reclassified will not receive any adjustment in their base compensation unless the salary range for the class into which they are reclassified has a minimum salary that exceeds the employee's current salary. Reclassification should not be used to circumvent promotions into a higher job classification.</li> </ul>                                                                                                                                                                                                                                                                                                        |
|  | <b>Objective 4 – Creation of New Jobs</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|  | <p>The classification system will be responsive to organizational and environmental change through the creation of new classes and redefinition of job responsibilities as defined by the City and its departments.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |





**CITY OF COLLEYVILLE**  
**COMPENSATION PHILOSOPHY & STRATEGY**  
**Effective Fiscal Year 2014**

|                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                  | <b>Strategies – New Job Development Process</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                                                                                                                                                                                                                  | <ul style="list-style-type: none"> <li>▪ The <u>class specifications will be reviewed</u> by the departments on an <u>annual basis</u> to ensure they meet current needs. The Human Resources Department will facilitate the review process.</li> <li>▪ The Human Resources Department will <u>respond to department requests for individual reclassification</u>, and will assist with the revision of class specifications and development of new class specifications within the broad class concept, as necessary to meet the on-going operational requirements of the City.</li> </ul> |
| <b>GOAL 2 – DISTRIBUTE PAY</b>                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| The compensation system should reflect economic conditions of the various occupational labor markets in which the City competes. The system should also reward employees who perform at above-standard levels within their respective job class. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                                                                                                                                                                                                                  | <b>Objective 1 – Compensation Levels</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                  | Compensation levels should reflect the multiple labor markets (both public sector and private sector) in which the City competes. The value of compensation offered to City employees shall be consistent with the value of compensation offered by employers with whom the City must compete within both the public and the private sectors.                                                                                                                                                                                                                                               |
|                                                                                                                                                                                                                                                  | <b>Strategies – Executive Level Classes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                                                                                                                                                                                                                  | <ul style="list-style-type: none"> <li>▪ For FLSA exempt classes and jobs that are most commonly found in the public sector, the labor market should include the various government entities within Texas. The jurisdictions and organizations should be similar in size and character and perform a similar range of services as the City. Salary comparisons shall reflect the cost of labor differences for each geographic location.</li> </ul>                                                                                                                                         |
|                                                                                                                                                                                                                                                  | <b>Strategies – All Other Classes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                  | <ul style="list-style-type: none"> <li>▪ For FLSA non-exempt classes, the labor market should include public and private sector employers in the Dallas/Fort Worth metropolitan area that are of a similar size and complexity to the City and/or with whom the City competes for such employees.</li> </ul>                                                                                                                                                                                                                                                                                |
|                                                                                                                                                                                                                                                  | <b>Objective 2 – Market Parity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                                                                                                                                                                  | Pay grade midpoints should approximate the actual average salaries paid to positions in the relevant labor market(s) as reported in salary survey and market pricing results. Pay range minimums and maximums should be established from survey/market pricing results to provide for market parity within the pay structures.                                                                                                                                                                                                                                                              |



**CITY OF COLLEYVILLE**  
**COMPENSATION PHILOSOPHY & STRATEGY**  
**Effective Fiscal Year 2014**

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>Strategies – Range Spans</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|  | <ul style="list-style-type: none"> <li>▪ The salary structure should provide sufficient breadth with range spans based on the level of the job classification and market information. Typically, salary ranges for lower level jobs are narrower than for upper level jobs. For example, defined jobs within an organization might have a maximum salary that is only 20% to 25% greater than the salary range minimum for the job class. For executive level jobs, the salary range maximum may be as much as 75% to 90% greater than the minimum of the salary range for the class. This range spread at higher levels in the organization reflects a variety of factors including a longer learning curve, greater consequence of error, the cost of recruitment and training, and increasing value to the organization over time. As class structures become broader to accommodate simplification and flexibility, broader salary ranges will have higher maximum rates of pay than with a narrow structure.</li> </ul> |
|  | <b>Strategies – Depth of Range Progression</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|  | <ul style="list-style-type: none"> <li>▪ The salary structure should provide sufficient depth to achieve midpoint progression between salary ranges of five to ten percent. (This is the percentage difference in salary range midpoints from one level or salary grade to the next.) The salary structure is based on a multiple regression model using salary survey results. (Most regression models exclude outliers that exceed two standard deviations from the norm.)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|  | <b>Strategies – Process for Salary Progression</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|  | <ul style="list-style-type: none"> <li>▪ The length of time for progression within the salary range should increase as jobs move up the salary grade structure. Progression within the salary range should be based on proficient or competent performance up to the 50<sup>th</sup> percentile or job rate of the established salary range. Progression above the job rate of the salary range shall be based on performance that is above proficient and should be tied to the performance management process. Compensation above the job rate will be performance based and may be added to base compensation or may be granted as a one-time bonus.</li> </ul>                                                                                                                                                                                                                                                                                                                                                           |
|  | <b>Strategies – Job Rate Percentile</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|  | <ul style="list-style-type: none"> <li>▪ Each classification should have a job rate (the midpoint for non-sworn positions and the maximum for sworn positions) set at a percentage of the actual average salary paid incumbents occupying like positions in the relevant labor market. The job rate shall approximate the 50th percentile or the median of pay for like positions in the labor market.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|  | <b>Strategies – Hiring Range</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|  | <ul style="list-style-type: none"> <li>▪ The hiring range is from the range minimum for minimally acceptable qualified candidates to the job rate for exceptionally well qualified candidates.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |



**CITY OF COLLEYVILLE**  
**COMPENSATION PHILOSOPHY & STRATEGY**  
**Effective Fiscal Year 2014**

|  |                                                                                |
|--|--------------------------------------------------------------------------------|
|  | Appointment above the mid-point will require the approval of the City Manager. |
|--|--------------------------------------------------------------------------------|

## Attachment F - Market Study Results



Arthur J. Gallagher & Co.

July 7, 2015

Rachel Huitt, SPHR, SHRM-SCP  
Human Resources Director  
City of Colleyville  
100 Main Street  
Colleyville, TX 76034

### Salary Range Adjustment Recommendations

Dear Rachel:

Gallagher Benefit Services, Inc. (GBS) is pleased to provide our recommendations on proposed salary range adjustments for the City of Colleyville (the City). GBS collected data on salary range movement from the 2014 WorldAtWork Salary Budget Report in order to develop our recommendations.

Data was collected for the following market sectors:

- Public Administration (Texas and Dallas Metro specific)
- All Industries (Texas and Dallas Metro specific)

The following tables provide a summary of the data collected:

| Texas - Statewide <sup>1</sup> |           |               |            |           |
|--------------------------------|-----------|---------------|------------|-----------|
|                                | Executive | Professionals | Non-Exempt | Aggregate |
| Texas: Public Administration   | 2.4%      | 2.9%          | 2.4%       | 2.6%      |
| Texas: All Industries          | 3.1%      | 3.1%          | 3.1%       | 3.1%      |

| Dallas Metro Area <sup>1</sup>      |                  |                  |                  |           |
|-------------------------------------|------------------|------------------|------------------|-----------|
|                                     | Executive        | Professionals    | Non-Exempt       | Aggregate |
| Dallas Metro: Public Administration | NEI <sup>2</sup> | NEI <sup>2</sup> | NEI <sup>2</sup> | N/A       |
| Dallas Metro: All Industries        | 2.1%             | 2.2%             | 2.1%             | 2.1%      |

| Texas and Dallas Metro Areas <sup>1</sup> |           |               |            |           |
|-------------------------------------------|-----------|---------------|------------|-----------|
|                                           | Executive | Professionals | Non-Exempt | Aggregate |
| Avg:                                      | 2.5%      | 2.7%          | 2.5%       | 2.6%      |
| Median:                                   | 2.4%      | 2.9%          | 2.4%       | 2.6%      |
| High:                                     | 3.1%      | 3.1%          | 3.1%       | 3.1%      |
| Low:                                      | 2.1%      | 2.2%          | 2.1%       | 2.1%      |

<sup>1</sup>Data collected from 2014 WorldAtWork Salary Budget Survey and reflective of predicted 2015 salary range movement.

<sup>2</sup>Not enough information to report

**Recommendations:**

Based on the above data collected, GBS recommends that the City utilize the market data that is reflective of the average aggregate movement (public and private sectors combined) when considering salary range adjustments, which would result in salary range adjustments of 2.5% for Executive and Non-Exempt salary ranges and 2.7% for Non-Executive Exempt salary ranges. These figures take into account range movement among the multiple sectors in which the City competes for talent.

Should the City desire to provide for salary range adjustments that are consistent across all levels of employees, a 2.6% across-the-board salary range adjustment would be recommended, based on the aggregate movement for all levels of employees identified in the Texas and Dallas Metro Area table above.

Thank you for the opportunity to provide our recommendations. Should you have any questions regarding the above information, please contact me at [lori\\_messer@ajg.com](mailto:lori_messer@ajg.com) or 480-845-6204.

Sincerely,

A handwritten signature in black ink, appearing to read "Lori Messer". The signature is fluid and cursive, with the first name "Lori" being more prominent than the last name "Messer".

Lori Messer, MA, CCP  
Senior Consultant



# City of Colleyville City Council Agenda Briefing

City Hall  
100 Main Street  
Colleyville, Texas 76034  
[www.colleyville.com](http://www.colleyville.com)

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**Agenda Number** PC-6

**Agenda Date** 07/21/2015

**Type** Pre Council

**Department** City Secretary

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## **Title**

Discussion of the July 21, 2015, City Council regular agenda items





# City of Colleyville City Council Agenda Briefing

City Hall  
100 Main Street  
Colleyville, Texas 76034  
[www.colleyville.com](http://www.colleyville.com)

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**Agenda Number 1**

**Agenda Date** 07/21/2015

**Type** Executive Session

**Department** City Secretary

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## **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 on contemplated litigation (Camden Lock LLC)

Section 551.071 - Legal - Consultation with attorney regarding litigation - Billy McCullough v. City of Colleyville

Section 551.071 - Legal - Consultation with attorney regarding litigation - Michael S. Newman v. City of Colleyville and City of Keller

Section 551.071 - Legal - Consultation with attorney regarding litigation - Village Monticello Partners, LTD. 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-15-3890**

**A RESOLUTION APPROVING COUNCIL ACTION  
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR  
CITY COUNCIL MEETING OF  
JULY 21, 2015**

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

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

Sec. 1.        THAT

**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF \_\_\_\_ AYES, \_\_\_\_ NAYS, AND \_\_\_\_ ABSTENTIONS ON THIS THE 21<sup>ST</sup> DAY OF JULY 2015.

**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](http://www.colleyville.com)

---

**Agenda Number** 3

**Agenda Date** 07/21/2015

**Type** Announcements, Proclamations, and Presentations

**Department** City Council

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## **Title**

Presentation of a donation to Special Olympics Texas from the Colleyville Old Tyme BBQ event - Doug Ray, Senior Development Director - Law Enforcement Torch Run, Special Olympics Texas and Mayor David Kelly

## **Attachments**

**RESOLUTION R-15-3891**

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER  
CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF  
JULY 21, 2015**

**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 July 7, 2015
  - b. Approval of bid awards for medical insurance to Blue Cross Blue Shield; dental insurance to UNUM; and third-party administration of the flexible spending account and health reimbursement account to Total Administrative Services Corporation, and authorize the city manager to execute the agreements
  - c. Approval of a change order to the SH26 Reconstruction Project in the amount of \$109,204.67 for construction of the Cotton Belt Trail from the bridge over Big Bear Creek to the south end of the retaining wall on SH26, and authorize the city manager to execute the change order

**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF \_\_\_ AYES, \_\_\_ NAYS, AND \_\_\_ ABSTENTIONS ON  
THIS THE 21<sup>ST</sup> DAY OF JULY 2015.

**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

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Tuesday, July 7, 2015

City Council Chambers

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Mayor David Kelly called the Pre Council meeting of the Colleyville City Council to order on July 7, 2015, at 5:30 p.m.

**ROLL CALL:** Mayor David Kelly, Mayor Pro Tem Mike Taylor, and Councilmembers Carol Wollin, Chuck Mogged, Jody Short, and Nancy Coplen.

**ABSENT:** Councilmember Chris Putnam

Also present: City Manager Jennifer Fadden, Assistant City Manager and Chief Financial Officer Terry Leake, Deputy City Manager Chris Fuller, Assistant City Manager/Director of Public Safety Mike Holder, Assistant Police Chief Robert Hinton, Fire Chief Brian Riley, Human Resources Director Rachel Huitt, Economic Development Director Marty Wieder, Recreation and Library Director Mary Rodne, Parks Manager James Hubbard, Recreation and City Events Manager Lisa Escobedo, Community Development Director Abra Nusser, Building Official Eddie Wilson, GIS Technician Letecia McClendon, Public Works Director Bob Lowry, City Engineer Jeremy Hutt, Finance Manager Karen Hines, Communications and Marketing Director Mona Gandy, Strategic Services Manager Adrienne Lothery, Information Systems Manager Chris Pena, Assistant City Attorney Ben Stool, and City Secretary Amy Shelley

## **PC-1** Discussion of health insurance bid results and recommendations

Human Resources Director Rachel Huitt presented this item and briefed the City Council. She introduced Amber Shaddox, Vice President Client Services, and Julie Rickman, Client Services Consultant, from Holmes Murphy and Associates.

Councilmember Mogged asked staff how these numbers compare to the cost increases being experienced in Texas. Director Huitt replied, the surrounding cities, which are fully funded are experiencing 20-30 percent increases. She added some of the self-insured were able to receive between five and seven percent increases. Ms. Shaddox stated it is hard to compare and contrast, given the differences between trends and claims; however, she did reach out to Blue Cross Blue Shield and they stated most Texas, fully funded insurers are seeing 20-25 percent increases, but it varies based on demographics.

Councilmember Coplen asked staff if this past year was a higher catastrophic year with claims. Director Huitt replied yes, the renewal is a combination of trend and claims.

Councilmember Coplen asked staff when the last time Colleyville experienced the higher claim year. Ms. Shaddox replied the renewal is due to an overall higher utilization of the plan, and some users have met or exceeded the deductibles.

Mayor Pro Tem Taylor asked staff if we have stayed consistent with all of the benefits and deductibles during this period of time. City Manager Jennifer Fadden replied in 2011 significant plan design changes were made.

Mayor Kelly asked staff how many new plan participants contributed to the \$143,000. Director Huitt replied about eight people are budgeted to join the plan each year. City Manager Jennifer Fadden added so far it is ten for this year.

Mayor Pro Tem Taylor asked staff if that is a direct year over year increase, plus the increase in the employees. Director Huitt replied if there are new employees budgeted, the new premium will be accounted for with that position.

Mayor Pro Tem Taylor asked staff if the \$143,000 includes new enrollees and the base employees. City Manager Jennifer Fadden explained they are likely existing employees or dependents, but they have not been on the plan. She added we do not budget health insurance coverage for 100% of our eligible full time employees. She stated a portion of it is budgeted based on the trend seen over the last several years. She stated with the trend increase, we are adding the additional budgeted funds.

Councilmember Mogged asked staff if we are subject to the taxes of the "cadillac plan?" Ms. Shaddox replied no, but they will continue to watch this as we approach 2018.

Mayor Kelly asked Ms. Shaddox how the premium would compare if individuals were to join Blue Cross Blue Shield rather than on the group plan. Ms. Shaddox replied there is no way to know, unless the employee goes, since the premium is individually underwritten based on that employee. She added it is all exchange based and applied to that individual, but an individual can get a less expensive rate based on the group plan of Colleyville's size.

Mayor Kelly asked Ms. Shaddox how this plan falls within Blue Cross Blue Shields' individual rate plans. Ms. Shaddox stated the current plan is a platinum plan and the base plan would be a gold plan. She added if the HRA contribution is removed, the plan itself would be a silver plan.

Councilmember Wollin asked staff what is a salary banded premium. Director Huitt replied those plans are difficult to administer and they are based upon employees' salaries with certain rates within those salaries.

Councilmember Wollin asked staff if the premiums would be lower with a salary based plan. Director Huitt replied no, higher.



Councilmember Wollin asked staff if many are going to two plans. Director Huitt replied yes, most have at least two and some have three. She stated two is the perfect amount to offer to the employees.

Councilmember Mogged asked staff if the same issue applies with immature history with dental insurance. Director Huitt replied no, we can change dental insurance every year, if needed, since they cap the benefit amount.

Mayor Kelly asked Ms. Shaddox about the yearly trend with the health insurance premiums. Ms. Shaddox replied yes, the insurance carriers are managing the 85 percent premiums, but the pharmaceutical trends are out of control.

Mayor Kelly asked Ms. Shaddox about pharmaceuticals with major medical events, in that the patient has no control and dumping seems to over inflate the prescription side. Ms. Shaddox replied it is only on the prescription side as it is written as a prescription; however, if it is done on the hospital side, it falls into that medical bucket and it still hits the insurer.

Councilmember Mogged stated the committee did a good job as a team to find out the real options for a solution, and still remain competitive in the market place. Mayor Kelly stated the long term trends have an effect on the overall picture, and we just hope nothing catastrophic happens every year.

## **PC-2 Presentation and discussion of fees and charges**

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

Councilmember Wollin asked staff if the subdivisions pay for a wall sign each year. City Manager Jennifer Fadden replied no, only with a new subdivision wall sign.

Councilmember Mogged stated we want to encourage business grand openings, but would it make more sense to leave those sign types with the charitable and political signs and still charge \$0. Councilmember Wollin agreed and stated the grand openings help to notify people the business is open. Community Development Director Nusser replied grand opening signs, in terms of staff review time and inspection, still have to be reviewed relative to size and placement, and they are considered temporary signage; however, those signs could be separated out if City Council would like.

Councilmember Mogged asked staff if the review time for grand opening signs is more than the review time for charitable event signs. Director Nusser replied the content of the sign is not reviewed, only the size and placement.

Mayor Kelly asked staff if a pole banner, grand opening sign, will be charged \$50. Director Nusser replied yes, and this is a way to control signage in the community so that it does not get out of control.

Councilmember Mogged asked staff if this has been an issue. Mayor Kelly replied there have been grand opening signs in place for over six months before.

Councilmember Wollin asked staff how long a grand opening sign can be displayed. Building Official Eddie Wilson replied 60 days.

Mayor Pro Tem Taylor stated there needs to be a timeframe, in which those signs are used for new openings, and they could have a grand re-opening with major remodel changes. He suggested having them display those signs a week to 10 days prior to opening, and then 45-60 days post opening, which may be allowable under the ordinance itself.

Councilmember Short stated if staff has indicated there is an issue with grand openings and re-grand openings, he does not want to create more work for them. Mayor Pro Tem Taylor stated that verbiage is what confuses him. He added he views a grand opening for something like the new Zoë's Kitchen, Teddy's Bigger Burgers, or Black Walnut, because they have never been here before. He stated new businesses need to be recognized, and a facelift on a business warrants a grand re-opening, like the Albertson's on Glade Road.

Councilmember Wollin asked staff if there is a definition of grand opening sign. City Manager Jennifer Fadden replied the definition of a grand opening sign includes one year after the issuance of the certificate of occupancy.

Councilmember Short stated he is fine with leaving the fee at \$0; however, if staff feels there is a serial grand opener, then City Council can revisit this. Director Nusser stated this gives staff direction on administering the grand opening signage, and there will be no charge for the legitimate grand openings.

Mayor Kelly asked if the sign recovery fee could be an escalating fee, in other words, for repeat offenders. Assistant City Attorney Ben Stool replied this could be done as long as staff maintains and documents the history so that if the business or person challenges it, staff can do so correctly. Assistant City Manager/Director of Public Safety Mike Holder replied administering or documenting these incidents may be problematic.

Mayor Kelly asked staff if there should be a holding period for the signs in violation. Councilmember Wollin asked staff where and how long the signs are stored. City Manager Jennifer Fadden replied at the Justice Center. Assistant City Manager/Director of Public Safety Mike Holder replied typically the signs are not stored for long since the owner is contacted; however, there are frequent owners that do not pick up their signs.

Assistant City Attorney Ben Stool stated it is important for everyone to be treated the same. Mayor Kelly stated there are groups that continue to put out illegal signs, which make the community less attractive. He stated there are always some that do not know, but there are some that abuse the system.

Councilmember Mogged asked staff if this fee does not include political or religious signs. Director Nusser replied it would apply to any sign not in conformance with the regulations.

Mayor Pro Tem Taylor stated there should be a time limit on the storage of illegal signs, and if there is a penalty involved there may be a motivation to pick them up.

Mayor Kelly asked staff when a sport court would not be on an engineered slab. City Manager Jennifer Fadden replied on private property. Building Official Wilson replied there are no engineering requirements for the flat work, with a four inch thick slab.

Mayor Pro Tem Taylor asked staff who will be responsible for getting this permit. Building Official Wilson replied the subcontractors are listed on the main permit under the general contractor.

Councilmember Short asked staff if we are discouraging the engineering of the slab for the sport courts. Building Official Wilson replied most are not engineered.

Councilmember Mogged asked staff if this \$200 permit is only required for standalone hot tubs, spas, or fountains. Manager Lothery replied yes.

Councilmember Mogged asked staff if the certificate of occupancy/re-occupancy is strictly for commercial or does it apply to residential too. Building Official Wilson replied strictly commercial.

Mayor Pro Tem Taylor asked staff if the temporary certificate of occupancy will not be prorated. Director Nusser replied correct.

Councilmember Mogged asked staff if our neighboring cities have the construction concealment fee. Director Nusser replied yes it is common in several cities in the metroplex, and it is popular across the country. She added this fee is not meant to be punitive, but to recover cost for staff time since most of these errors will result in multiple meetings with the contractors to correct the situation.

Mayor Pro Tem Taylor asked staff if the average median, for the contractor registration fees, is of Colleyville or our peer cities group. Manager Lothery replied it is simply an average median for this category in Colleyville.

Councilmember Short asked staff if there have been issues with construction materials testing. City Manager Jennifer Fadden replied yes. Mayor Kelly added there are good contractors who will do it right, and there are contractors who will cut corners. City Engineer Jeremy Hutt added he has had an opportunity to meet with firms who do work in Colleyville and this will benefit the developers.

Councilmember Mogged asked staff if the one percent increase will cover the cost of the materials testing service. Engineer Hutt replied the one percent gets fairly close.

Councilmember Mogged asked staff if a quality control testing is being achieved. Engineer Hutt replied absolutely.

Councilmember Mogged asked staff if we will be responsive in getting the testing done quickly. Engineer Hutt replied yes, we are more responsive with this method.

Mayor Kelly stated this fee can be monitored and updated if the cost exceeds the one percent.

**PC-3** Discussion and overview of Colleyville boards, commissions, and committees

City Secretary Amy Shelley presented this item and briefed the City Council.

Mayor Kelly asked City Council if they would like to dissolve the Traffic Safety Advisory Board and the Colleyville Sidewalks Committee, since there is not a purpose for them any longer.

Councilmember Short asked staff to remind him about the sidewalk policy. City Manager Jennifer Fadden explained there were sidewalk escrow funds in which the committee helped to prioritize those projects; however, those funds are spent. She added the Sidewalks Committee also helped to review any appeals to the supplemental sidewalk map, but since the policy changed and the map went away, there has not been a need to engage that committee.

Councilmember Short asked staff if the missing links to the sidewalks are not being filled in. City Manager Jennifer Fadden replied City Council discussed and stated the locations have been filled in where they are constructible based on the current conditions on the ground, without having to modify drainage, or the roadway section. She stated there are still significant segments in the community in which there is no pedestrian access.

Mayor Kelly stated there are no appropriations being made for sidewalk construction; however, City Council can chose to do so, but it will need to be decided where to spend those funds based on staff's recommendations.

Mayor Kelly stated the same is true for the Colleyville Events Steering Committee, there are no decisions made by them since the events are set.

Councilmember Coplen suggested a liaison for the soccer, baseball, softball, and lacrosse associations be a member of the Parks and Recreation Advisory Board.

Mayor Kelly asked Councilmember Coplen for clarification if the member should be a liaison or a voting member. Councilmember Coplen replied a voting member.

Mayor Kelly stated a concern he would have for those members to be voting members is that they would not be concerned about the entire parks system, only what their association is concerned about. For example the soccer association would only be concerned about the soccer fields.

Councilmember Coplen stated the current members are not involved in those associations so they have no idea about the need. Councilmember Wollin stated it depends on who applies for those positions.

Councilmember Coplen stated being good with a liaison member, because that would allow for them to be a part of the board and understand the needs of the community. She also mentioned there are a lot of staff members which attend those meetings, and she did not see for high staff attendance.

Mayor Kelly stated we could see how those liaisons will work on the board, and if they will attend the meetings.

Councilmember Mogged stated the Senior Center Advisory Committee has the same issues, should it be a standalone committee. Councilmember Coplen replied it is a standalone now, but it used to be with the Parks and Recreation Advisory Board.

Mayor Kelly asked staff if the Senior Center Advisory Committee was meant to be a temporary committee. Assistant City Manager/Chief Financial Officer Terry Leake replied most of their work is done, but there could be a member added or reserved on the Parks and Recreation Advisory Board but that position would need to be a member of the Senior Center.

Mayor Pro Tem Taylor stated the original Senior Center was a lot like the Colleyville Center Advisory Committee, in which the overall programming was decided. He stated there may no longer be that need.

Mayor Kelly stated there are committees in which it is not the best use of someone's time in that they do not do anything. He stated if the need arises, these committees can be formed to address those needs.

City Manager Jennifer Fadden asked City Council if they would like a senior center member to be one of the eight members of the Parks and Recreation Advisory Board, or do they want to add a ninth member, plus the liaisons. Councilmember Short stated there is a current vacancy that can be filled with that member.

Mayor Kelly asked staff if there is a need at the Senior Center, will the Recreation staff bring it to City Council's attention, rather than appointing a Senior Center member to the Parks and Recreation Advisory Board. Library and Recreation Director Mary Rodne concurred.

Mayor Kelly asked City Council if they are good to sunset the Traffic Safety Advisory Committee, Colleyville Events Steering Committee, Colleyville Sidewalks Committee, and the Senior Center Advisory Committee. Councilmembers agreed.

Mayor Pro Tem Taylor asked staff if there is something in the law in which the Traffic Safety Advisory Committee is required. Assistant City Manager/Director of Public Safety Mike Holder replied there are no requirements. He added the purpose of the committee when formed in the 90's was to review traffic issues with the main growth of the community.

**PC-4** Discussion of the July 7, 2015, City Council regular agenda items

City Manager Jennifer Fadden explained for item 5c, at the top of page 7 of 11 of the ordinance, there was a typo in the fee; it should be \$96.95 not \$17.90. Mayor Kelly stated the correction has been made in the ordinance to be signed.

Mayor Kelly stated Councilmember Putnam requested this item be tabled since he is not in attendance.

Mayor Kelly adjourned the Pre Council meeting at 7:11 p.m.

The regular meeting of the Colleyville City Council was called to order by Mayor Kelly at 7:45 p.m.

**ROLL CALL:** Mayor David Kelly, Mayor Pro Tem Mike Taylor, and Councilmembers Carol Wollin, Chuck Mogged, Jody Short, and Nancy Coplen

**ABSENT:** Councilmember Chris Putnam

Also present: City Manager Jennifer Fadden, Assistant City Manager and Chief Financial Officer Terry Leake, Deputy City Manager Chris Fuller, Assistant City Manager/Director of Public Safety Mike Holder, Assistant Police Chief Robert Hinton, Fire Chief Brian Riley, Human Resources Director Rachel Huitt, Economic Development Director Marty Wieder, Recreation and Library Director Mary Rodne, Parks Manager James Hubbard, Recreation and City Events Manager Lisa Escobedo, Community Development Director Abra Nusser, Public Works Director



Bob Lowry, City Engineer Jeremy Hutt, Communications and Marketing Director Mona Gandy, Strategic Services Manager Adrienne Lothery, Information Systems Manager Chris Pena, Assistant City Attorney Ben Stool, 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 on contemplated litigation (Camden Lock LLC)

Section 551.071 - Legal - Consultation with attorney regarding litigation - Billy McCullough v. City of Colleyville

Section 551.071 - Legal - Consultation with attorney regarding litigation - Michael S. Newman v. City of Colleyville and City of Keller

Section 551.071 - Legal - Consultation with attorney regarding litigation - Village Monticello Partners, LTD. 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

Mayor Kelly explained the Executive Session had been called in accordance with the Texas Government Code, Chapter 551, Subchapter D, Section 551.071, Legal, Section 551.072, Real Estate, and Section 551.087, Economic Development. He further explained there would be no decisions made or action taken during this time. The meeting was recessed at 7:11 p.m. and reconvened at 7:12 p.m.

**INVOCATION: Pastor Lee Johnson, Bear Valley Church**

**PLEDGE OF ALLEGIANCE: Assistant City Attorney Ben Stool**

**2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - Resolution R-15-3886**

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 expressed her appreciation to staff for a job well done with an electrifying Red, White, and Sousa event held on Friday, June 26.

In recognition of Colleyville's featured business - Whole Foods Market, located at 4801 Colleyville Boulevard, Steffany Steichen, Marketing Team Leader, Whole Foods Market, Colleyville - Mayor David Kelly and Economic Development Director Marty Wieder

Mayor David Kelly and Economic Development Director Marty Wieder recognized Whole Foods Market, as the featured business and introduced Steffany Steichen, Marketing Team Leader, Whole Foods Market, Colleyville.

Proclamation in recognition of Parks and Recreation Month - Mayor David Kelly, Library and Recreation Director Mary Rodne, Parks Manager James Hubbard, and Recreation and City Events Manager Lisa Escobedo

Mayor Kelly presented a proclamation in recognition of Parks and Recreation Month to Library and Recreation Director Mary Rodne, Parks Manager James Hubbard, and Recreation and City Events Manager Lisa Escobedo.

**4. CONSENT: READING AND PUBLIC HEARING- Resolution R-15-3887**

- 4a** Approval of the minutes of the regular City Council meeting of June 16, 2015
- 4b** Approval of the minutes of the City Council worksession of June 18, 2015

Mayor Kelly read Resolution R-15-3887 in its entirety.

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

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

Mayor Pro Tem Taylor made an amendment to the worksession minutes, page 77 of the packet, the plan date should be 2040 not 2010. Chief Riley confirmed this date of 2040.

**Mayor Pro Tem Taylor made a motion to approve Resolution R-15-3887 with the worksession minute amendment. Councilmember Wollin seconded the motion.**

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

**Aye: 6 - Mayor Kelly, Mayor Pro Tem Taylor, Councilmembers Carol Wollin, Chuck Mogged, Jody Short, and Nancy Coplen**

**Absent: 1 – Councilmember Chris Putnam**

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

### **5a Ordinance O-15-1958**

Approval of the Fiscal Year 2016 (FY 2016) Colleyville Crime Control and Prevention District budget

Mayor Kelly read the caption of Ordinance O-15-1958.

Assistant Police Chief Robert Hinton presented this item and briefed the City Council.

Mayor Kelly asked staff about the funding source for this budget. Chief Hinton replied it is funded through the ½ percent sales tax.

Mayor Kelly opened the public hearing at 8:02 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 8:02 p.m.

**Mayor Pro Tem Taylor made a motion to approve Ordinance O-15-1958. Mayor Kelly seconded the motion.**

Mayor Pro Tem Taylor stated there is a decal on the police vehicles which states, "Paid for by CCCPD", and this budget is what pays for those vehicles.

Mayor Kelly expressed his appreciation to the residents who approved and re-approved this district to help support and keep crime low and officers on the streets.

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

**Aye: 6 - Mayor Kelly, Mayor Pro Tem Taylor, Councilmembers Carol Wollin, Chuck Mogged, Jody Short, and Nancy Coplen**

**Absent: 1 – Councilmember Chris Putnam**

**5b Ordinance O-15-1959**

Approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2014 and 2015 Rate Review Mechanism Filings and adopting tariffs that reflect rate adjustments consistent with the negotiated settlement

Mayor Kelly read the caption of Ordinance O-15-1959.

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

Mayor Kelly asked staff if we were already paying the 2014 rates. Manager Lothery replied yes, this ordinance would make those rates official.

Mayor Kelly opened the public hearing at 8:06 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 8:06 p.m.

**Mayor Kelly made a motion to approve Ordinance O-15-1959. Councilmember Mogged seconded the motion.**

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

**Aye: 6 - Mayor Kelly, Mayor Pro Tem Taylor, Councilmembers Carol Wollin, Chuck Mogged, Jody Short, and Nancy Coplen**

**Absent: 1 – Councilmember Chris Putnam**

**5c Ordinance O-15-1960**

An ordinance amending sections 3A and 3B of the water and sewer policy and procedure manual of the City of Colleyville by phasing out the water and sewerage usage included in the base rate over a four year period; basing the minimum monthly use charge for water on water meter size, and increasing the minimum base rate for sewerage for non-residential customers by \$6.00 per month over a three year period, and providing an effective date

Mayor Kelly read the caption of Ordinance O-15-1960.

Public Works Director Bob Lowry presented this item and briefed the City Council.

Mayor Kelly asked staff about the age of the infrastructure. Director Lowry replied there is infrastructure as old as the City, some of it is more than 70 years old.

Mayor Kelly asked staff what can happen if we do not renew and replace our infrastructure and wait until it all breaks. Director Lowry replied the impact of waiting could result in our system failing and we could not provide water, plus it will cost a whole lot more to fix it than if we do it in a proactive manner

Mayor Kelly asked staff if Colleyville will still have the third lowest water rate in the area. Director Lowry replied yes, assuming our peer cities raise their rates as wholesale cost increases are passed on to them.

Councilmember Mogged asked staff if it is more cost effective to renew and replace on a regular basis. Director Lowry stated staying ahead of the game is far more cost effective.

Mayor Kelly asked staff when the new rate structure would go into effect. Director Lowry stated it would be effective on December 1, 2015.

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

Kathy Hadley, 204 Timberline Drive North, spoke in opposition to this item.

There was no one else present wishing to speak and Mayor Kelly closed the public hearing at 8:15 p.m.

**Mayor Kelly made a motion to approve Ordinance O-15-1960. Mayor Pro Tem Taylor seconded the motion.**

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

**Aye: 6 - Mayor Kelly, Mayor Pro Tem Taylor, Councilmembers Carol Wollin, Chuck Mogged, Jody Short, and Nancy Coplen**

**Absent: 1 - Councilmember Chris Putnam**

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

**6a Ordinance O-15-1961**

Consideration of a zoning change from the R-40-Single Family Residential zoning district to the R-20-Single Family Residential zoning district on Lots 23A and 23D, Block 1, of the Westcoat Place Addition, located at 5805 Bettinger Drive, Case ZC15-010

Mayor Kelly read the caption of Ordinance O-15-1961.

Community Development Director Abra Nusser presented this item and briefed the City Council.

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

Sam Noel, the applicant, presented this item and briefed the City Council.

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

Mayor Pro Tem Taylor asked staff if both lots would have a waiver request to the lot width. Director Nusser replied the two existing lots are being platted into one lot; therefore, it would only be a waiver request for the one proposed lot.

Mayor Kelly asked Mr. Noel if there will only be one home. Mr. Noel replied yes.

Mayor Pro Tem Taylor asked Mr. Noel if the address to the property would be from Bettinger Drive. Mr. Noel replied yes. Director Nusser stated there would be a note on the plat to indicate the addressing would need to be off of Bettinger.

Mayor Pro Tem Taylor asked Mr. Noel if the main access to the property would be from Bettinger Drive. Mr. Noel replied yes.

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

## **7. RESOLUTION(S): READING AND PUBLIC HEARING**

### **7a Resolution R-15-3888**

Consideration of appointments to the Tax Increment Finance District Board

Mayor Kelly read Resolution R-15-3888 in its entirety.

Mayor Kelly opened the public hearing at 8:25 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 8:25 p.m.

**Mayor Pro Tem Taylor made a motion to approve Resolution R-15-3888 appointing Councilmember Mogged and approving Rebecca Barksdale, as the Tarrant County member, to the TIF Board of Directors for a term beginning July 8, 2015 and expiring December 31, 2016.**

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



**Aye: 6 - Mayor Kelly, Mayor Pro Tem Taylor, Councilmembers Carol Wollin, Chuck Mogged, Jody Short, and Nancy Coplen**

**Absent: 1 – Councilmember Chris Putnam**

**7b Resolution R-15-3889**

Approval of a resolution adopting the Tarrant County Hazard Mitigation Action Plan, June 2015

Mayor Kelly read Resolution R-15-3889 in its entirety.

Fire Chief Brian Riley presented this item and briefed the City Council.

Mayor Kelly asked staff if a mitigation plan needs to be in place for residents to apply for storm shelter grants. Chief Riley concurred.

Mayor Kelly opened the public hearing at 8:35 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 8:35 p.m.

**Mayor Pro Tem Taylor made a motion to approve Resolution R-15-3889. Councilmember Mogged seconded the motion.**

Mayor Pro Tem Taylor stated he would like this plan to be available online.

Councilmember Mogged asked staff if the plan is another step in agreeing to mitigate hazards in the event natural disasters occur. Chief Riley agreed.

Councilmember Mogged stated this is not committing any tax payer dollars, or financial impact. Chief Riley concurred.

Mayor Kelly stated through NCTCOG working with FEMA, they have allowed smaller cities to attach onto the County's mitigation plans, which are rather expensive, and even though it is a five year plan, it takes about two years to approve. He stated this is an ever evolving plan, which would be rather expensive on our own.

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

**Aye: 6 - Mayor Kelly, Mayor Pro Tem Taylor, Councilmembers Carol Wollin, Chuck Mogged, Jody Short, and Nancy Coplen**

**Absent: 1 – Councilmember Chris Putnam**

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

Kathy Hadley, 204 Timberline Drive North, spoke regarding the fountain at Glade Road and Bluebonnet Drive; the widening of SH26; the number of grocery stores currently in Colleyville; and the concern of restaurant closings.

**9. REPORTS**

Colleyville Events Steering Committee Meeting Minutes - April 29, 2015

There was no discussion of this item.

**10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR July 7, 2015 - READING AND PUBLIC HEARING - RESOLUTION R-15-3890**

This resolution was not needed.

**11. ADJOURNMENT**

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

**The motion carried with the following vote:**

**Aye: 6 - Mayor Kelly, Mayor Pro Tem Taylor, Councilmembers Carol Wollin, Chuck Mogged, Jody Short, and Nancy Coplen**

**Absent: 1 - Councilmember Chris Putnam**

Mayor Kelly adjourned the City Council meeting at 8:44 p.m.

*APPROVED BY A VOTE OF \_\_\_ AYES, \_\_\_ NAYS, AND \_\_\_ ABSTENTIONS ON THIS THE 21<sup>ST</sup> DAY OF JULY 2015.*

*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

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**Agenda Number** 4b

**Agenda Date** 07/21/2015

**Number**

**Type** Resolution

**Department** Human Resources

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## **Title**

Approval of bid awards for medical insurance to Blue Cross Blue Shield; dental insurance to UNUM; and third-party administration of the flexible spending account and health reimbursement account to Total Administrative Services Corporation, and authorize the city manager to execute the agreements

## **Strategy Map Connection**

F4- Adhere to the City's financial and budgetary policies

L1- Attract, develop, and retain skilled employees who embrace our values

## **Explanation**

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

At the July 7, 2015 Pre Council meeting, staff presented information and discussed with City Council, the employee health insurance bid results and recommendation for Fiscal Year 2016 (FY2016). City Council directed staff to move forward with a resolution approving bid awards for medical insurance to Blue Cross Blue Shield; dental insurance to UNUM; and third-party administration of the flexible spending account and health reimbursement account to Total Administrative Services Corporation. Additionally, City Council authorized staff to move forward with implementing a dual PPO option with Blue Cross Blue Shield, effective October 1, 2015.

## **Insurance Bid Process Overview**

In May 2015, staff received the initial FY2016 insurance renewals for the following lines of coverage:

- Medical
- Dental
- Third party administration of the health reimbursement arrangement (HRA) and flexible spending account

Additionally, the City advertised and instructed Holmes Murphy and Associates, Inc. (Holmes Murphy), the City's benefits broker, to explore the market for these lines of coverage using the current plan design of each coverage. Attachment A shows the list of vendors who participated in the bid proposal process. The bid opening took place on June 15, 2015.

The Employee Benefits/Wellness Committee (the "Committee") (Attachment B) met with the Deputy City Manager, Human Resources Director, and Holmes Murphy to review the insurance proposals received. The Committee's final recommendations are based on financial feasibility, customer satisfaction, the least disruption in service, benefit plan design, and administrative efficiencies.

### **Medical Insurance**

The City's medical provider, Blue Cross and Blue Shield (BCBS), submitted a renewal of a 28.1 % increase in premium rates for the current medical plan. This would be an overall increase of approximately \$471,406, effective October 1, 2015.

The renewal rate was based upon several factors. One factor was the existing plan design, which consists of a Preferred Provider Organization (PPO) with the following benefits:

- \$2,000 individual / \$4,000 family in-network deductible
- 90% in-network coinsurance
- \$25 office visit co-pay
- Out-of-pocket maximum of \$1,000 individual / \$2,000 family

The second factor affecting the renewal is the increase in claims for inpatient care, outpatient services, pharmaceuticals, catastrophic, and ongoing illnesses. During the 12-month period of March 2014 to February 2015, claims increased for both inpatient care, the care of patients whose condition requires admission to a hospital, and outpatient care, which is any type of medical or surgical care performed at a hospital. During the same 12-month period, prescription claims also increased. In addition to the increases just mentioned, there are a small number of covered individuals with catastrophic and ongoing illnesses that resulted in claims totaling \$534,237.

At the July 1, 2014 Pre Council meeting, Amber Shaddox, Vice President of Client Services with Holmes Murphy, discussed the cyclical nature of health insurance claims. She explained premiums typically follow a pattern where there can be a few years of very good claims activity which result in lower premiums. Every few years, a plan will experience an increase in claims activity which results in an increase in premiums.

The City of Colleyville has been fortunate the past few years to negotiate very low increases, or in the case of last year, decreases because of the lower claims activity on the plan. During the 12-month period of March 2014 to February 2015, however, the claims loss ratio for the City of Colleyville was 89.2%. Upon researching previous loss ratios for the City of Colleyville over the past few years, per the chart below, in FY2011 the claims ratio was 87% and the renewal came in at a 21.15% increase. At that time, plan design changes were made in order to mitigate the increase in premiums. This year, the Benefits/Wellness Committee also discussed plan changes to mitigate the renewal increase.

|        | Loss Ratio |
|--------|------------|
| FY2010 | 84%        |
| FY2011 | 87%        |
| FY2012 | 64%        |
| FY2013 | 60%        |
| FY2014 | 73%        |
| FY2015 | 89.2%      |

Another factor affecting the renewal rate included medical and pharmaceutical trends, or the increase in costs due to inflation. The chart below shows the medical and pharmaceutical trends for the past seven years. For context, the chart also reflects the percentage increase or decrease the City of Colleyville has experienced during that same time frame. As you can see, the City has experienced a few years of lower claims activity, as reflected in the lower premiums. However, due to the effects of medical and pharmaceutical inflation on the market, premium decreases or flat rates from year to year are not sustainable long term.

| Year       | BCBS Medical and Pharmaceutical Trends | City of Colleyville Medical Premiums | Annual Premium Cost |
|------------|----------------------------------------|--------------------------------------|---------------------|
| FY2010     | Unknown*                               | 7.8%                                 | \$1,965,492         |
| FY2011     | 12.6% Med and 9.0% RX*                 | -1.00%                               | \$1,798,841         |
| FY2012     | 9.4% Med and 6.0% RX*                  | -3.00%                               | \$1,619,557         |
| FY2013     | 8.3% Med and 6.0% RX                   | -7.85%                               | \$1,409,374         |
| FY2014     | 7.0% Med and 7.3% RX                   | 4.50%                                | \$1,567,440         |
| FY2015     | 7.6% Med and 7.9% RX                   | -3.00%                               | \$1,702,388**       |
| FY2016 bid | 7.3% Med and 14.6% RX                  | 28.10%                               | \$2,148,997***      |

\* Aetna plan years; using BCBS trend since we do not have Aetna's numbers

\*\*Estimated premiums paid for FY2015

\*\*\* Based on 28.1% renewal from BCBS

This chart also illustrates the cyclical nature of claims as discussed above. In the past few years, the City's plan experienced low claims activity. The FY2016 renewal numbers reflect a year of higher activity, as well as medical trend.

Upon direction of the City, Holmes Murphy sought competitive bid proposals from National Tier 1 and Tier 2 companies. Tier levels are defined by the highest percentage of membership within the state. Medical proposals were received from BCBS, Aetna, and Texas Municipal League (TML) Intergovernmental Employee Benefits Pool (Attachment C). The feedback received from other carriers, such as Humana, United Healthcare and Cigna, who typically bid on the insurance each year, was they were unable to provide a competitive bid based on the City's existing rates.

In order to try to offset the increase for the current plan design, the Committee considered deductibles, office and emergency room visit copayments, pharmaceutical copayments, coinsurance, and inpatient hospital expenses. The Committee understood such changes would, upon use of the plan, increase a participant's financial exposure.

After reviewing all of the proposals from the medical vendors, the Committee viewed BCBS's bid more favorably than the Aetna bid which consisted of a 21.6% increase in premium rates (an increase of approximately \$362,129 annually). Though Aetna's savings were greater than BCBS, the Committee determined a prudent long-term approach outweighed a greater short-term savings. The City will have three years' experience with BCBS at the end of FY2015. As discussed in the July 1, 2014 Pre Council briefing, changing carriers would affect the City's ability to seek competitive bids in the future. Should the City select a new carrier, the claims incurred under the new carrier would be considered "immature" to other carriers during next year's bidding process. The City would be considered new in the market, regardless of claims activity incurred under previous carriers. Also, a frequent change in carriers to only gain the best rate can cause the City to have an unstable or risky reputation in the marketplace and can limit the desire for reputable carriers to bid on the insurance in the future.

Since the BCBS renewal was 28.1%, the Committee reviewed different plan design alternatives in order to explore less expensive options, just as the City did in FY2011 when the renewal was 21.15%. The following options were discussed:

1. Stay with the current Preferred Provider Organization (PPO) plan
2. Consider a dual option approach offering the current PPO plan and add an option for a less expensive High Deductible Health Plan (HDHP) with a Health Savings Account (HSA)
3. Consider a dual option approach with the current PPO plan, and add an option for a less expensive PPO plan with plan design changes

The Committee agreed the HDHP with an HSA may be a more affordable option than the first option; however, there was not enough time to educate employees about the differences between the PPO and the HDHP with an HSA. The high-deductible health plan is frequently among the health insurance choices offered by employers; however, it works completely differently than a PPO plan that includes copayments, such as the City's existing plan. The HDHP with an HSA is typically less expensive than a traditional PPO plan and many times is associated with a company funded tax-advantaged health savings account, meant to assist in funding some of the medical expenses. On the negative side, HDHP plans not only have a high deductible, but also have higher out-of-pocket caps on health care spending. To determine which health insurance plan is better for them, employees will need to look at their expected annual health care costs compared to the amount saved on premiums and company



contribution to the HSA. They will need to understand that copayments do not exist under the HDHP with an HSA. Employees choosing this option will pay for all of the provider care costs and prescriptions until they meet the deductible. After the deductible is met, coinsurance will begin to cover eligible expenses at a percentage. This percentage is determined by the plan design. The Committee agreed the City needs to consider offering an HDHP with an HSA in the future, and recommended the Human Resources Department, with assistance from Holmes Murphy, begin educating employees in the spring of 2016 so the HSA can be explored as an optional plan for next fiscal year.

The third option of offering two levels of PPO plans was the final option discussed. The Committee wanted to offer employees a choice of a base plan and a buy-up option where an employee can choose their level of health care coverage. Several of Colleyville's survey cities also offer more than one plan to employees.

| <b>Plan Design</b>            | <b>Base Plan</b>   | <b>Buy Up Plan*</b> |
|-------------------------------|--------------------|---------------------|
| Coinsurance                   | 80% / 50%          | 90% / 70%           |
| Primary Care/Specialist Copay | \$30 / \$50        | \$25 / \$30         |
| Individual Deductible         | \$4,000            | \$2,000             |
| Out of Pocket Maximum         | \$5,000            | \$3,000             |
| Emergency Room Copay          | \$250              | \$200               |
| Prescription/RX               | \$20 / \$40 / \$70 | \$20 / \$40 / \$70  |

\* Note buy up plan is current plan design

The Committee recommends BCBS for medical insurance coverage and offering two plans for employees to choose from. While the new base plan premium is higher than our current plan's premiums, the additional cost will be shared between City and employee. The Committee recommended the City contribute the same dollar amount toward insurance premiums for both plans. This means employees choosing the buy up plan will pay the additional incremental cost for maintaining the current benefit plan. The cost subsidy breakdown will be discussed later in the Wellness Program and Subsidy Level section.

Total annual premiums would be increased \$333,207 from approximately \$1,677,591 to \$2,010,798, an annual premium increase of approximately 19.86%. This option is \$138,200 less than the original bid from BCBS for one plan. Of the \$333,207 premium increase, \$143,333 is attributable to new plan participants resulting from filled vacancies and some employees choosing to come onto the plan during the year. The balance of \$189,874 is the premium increase to be shared between the City and the employees.

### **Wellness Program and Subsidy Level**

In FY2011, a change to the City's health benefits strategy was the linking of future insurance premium subsidies to the wellness program, and employee and spouse health. In FY2011, the City fully subsidized the cost for employee medical insurance

and covered 75% of dependent medical premiums. For FY2012 and FY2013, the funding for employee and dependent medical insurance premiums consisted of a program that included three tiers of subsidy levels with a 7% differential between each tier. The chart below illustrates the FY2012 and FY2013 subsidy levels at each tier:

| <b>Subsidy Level</b> | <b>Tier III</b> | <b>Tier II</b> | <b>Tier I</b> |
|----------------------|-----------------|----------------|---------------|
| Employee             | 86%             | 93%            | 100%          |
| Dependent            | 61%             | 68%            | 75%           |

All employees began at a Tier III subsidy level and had the opportunity to earn their way to Tiers I and II through one of the two following methods. To reach Tier I, the first method for employees and spouses would be to achieve in-range health scores in four out of five risk factor categories, including waist circumference, blood pressure, glucose, LDL cholesterol, and HDL cholesterol; and completion of an online health risk assessment and tobacco affidavit. Acceptable health score ranges were established and are updated each year by the medical staff at Cooper Aerobics Center by utilizing scientifically-based metrics supported by the Center for Disease Control and the American Heart Association. The second method was to participate in a specified level of wellness activities. The tiers are determined in the fiscal year prior to the receipt of the subsidy. For example, each employee's and spouse's tier was determined at the end of June 2012 to determine the FY2013 subsidy levels which were effective October 1, 2012.

For FY2014, the program expanded from three tiers to four tiers. The addition of the fourth tier was to further encourage employees and their spouses to engage in healthy habits, to emphasize the City's philosophy of employing a healthy workforce, and to engage employees and spouses to become informed consumers of healthcare.

Employees and spouses on the plan who declined to participate in the wellness program were placed at a Tier IV subsidy level. Employees and spouses on the plan who participated in the wellness program could earn their way to Tiers I, II and III through the same methods mentioned above.

| <b>Subsidy Level</b> | <b>Tier IV</b> | <b>Tier III</b> | <b>Tier II</b> | <b>Tier I</b> |
|----------------------|----------------|-----------------|----------------|---------------|
| Employee             | 80%            | 86%             | 93%            | 100%          |
| Dependent            | 55%            | 61%             | 68%            | 75%           |

For the FY2014 wellness program year, effective October 1, 2013, 51 employees qualified for Tier I from their health screening scores taken in August 2012, and 29 employees did not complete the screening and were automatically placed in Tier IV. Out of the remaining 80 employees, 43 achieved Tier III by minimum participation and 10 worked their way to Tier II and 27 to Tier I by participating in various wellness activities held through June 30, 2013.

For the FY2015 wellness program year, effective October 1, 2014, 79 employees qualified for Tier I from their health screening scores taken in August 2013, and 25 employees did not complete the screening and will automatically be Tier VI. The remaining 65 employees were eligible to work their way through the tiers by participating in various wellness activities through June 30, 2014.

The chart below illustrates the FY2015 subsidy levels at each tier based on the -3.0% decrease in FY 2015 premium rates effective October 1, 2014:

| <b>Subsidy Level</b> | <b>Tier IV</b> | <b>Tier III</b> | <b>Tier II</b> | <b>Tier I</b> |
|----------------------|----------------|-----------------|----------------|---------------|
| Employee             | 80%            | 86%             | 93%            | 100%          |
| Dependent            | 56.075%        | 62.680%         | 69.377%        | 76.075%       |

Attachment D illustrates the results of the participants at each tier and compares them to the results of the participants from the previous wellness program year.

As proposed in the July 1, 2014, Pre Council briefing, beginning in FY2015, changes to the wellness program design, which affect subsidy percentages in FY2016, include:

- decrease tiers from four to three;
- widen the subsidy spread between tiers;
- eliminate point-earning and rely on biometrics (outcomes-based).

To continue employee and spouse encouragement and participation in the wellness program, program tiers are proposed to change from four tiers to three tiers which is considered more manageable and straight-forward to wellness program participants, and the percent spread between tiers are proposed to increase, with a greater cost-shift to employees for Tiers II and III. This was discussed during last year's City Council meeting as well. Under the Patient Protection and Affordable Care Act (PPACA) regulations, wellness program subsidy levels may have a 30% maximum premium difference from lowest tier to highest tier, an increase from the original maximum premium spread of 20%. The chart below illustrates the previously recommended FY2016 subsidy levels effective October 1, 2015 through September 30, 2016:

| <b>Subsidy Level</b> | <b>Tier III</b> | <b>Tier II</b> | <b>Tier I</b> |
|----------------------|-----------------|----------------|---------------|
| Employee             | 70%             | 90%            | 100%          |
| Dependent            | 45%             | 65%            | 75%           |

Given the projected increase in premiums for this year, it is now recommended the dependent subsidies be reduced by 5%. This is allowable under existing Affordable Care Act regulations. The chart below illustrates the recommended FY2016 subsidy levels effective October 1, 2015 through September 30, 2016 based upon sharing the cost of the proposed plan increases between the City and the employee:

| <b>Subsidy Level</b> | <b>Tier III</b> | <b>Tier II</b> | <b>Tier I</b> |
|----------------------|-----------------|----------------|---------------|
| Employee             | 70%             | 90%            | 100%          |
| Dependent            | 40%             | 60%            | 70%           |

As discussed previously, \$189,874 is the premium increase to be shared between the City and the employees. The Committee is recommending two plans: a base plan and a buy up plan. In order to share the costs of the increase with employees, the Committee recommends reducing the City contribution to the dependent portion by 5% for each Tier. Additionally, since the City will be contributing the same to both plans using the base plan's premiums, employees purchasing the buy up plan will pay the difference. For example, if an employee is on Tier 1, employee only coverage, the City pays 100% of the premium for the base plan, which is \$492.83 per month; however, if the employee wants to purchase the better plan, he or she would pay the additional amount for the more expensive plan. The buy up plan is \$542.17 per month, so he would pay the difference of \$49.34 per month for the more expensive plan.

Based upon the shift of 5% of dependent costs to employees and the City contributing the same base plan dollar amount to both plans, the premium increase of \$189,874 can be shared between the City and the employees.

The City's wellness program continues to be an important program to promote healthy behavior and encourage employees to be knowledgeable of their overall health. Out of 180 employees eligible for insurance in the City of Colleyville in May 2015, 149 participated in the wellness program, a participation rate of 83%. The increase in claims activity within the last 12 months does not necessarily correlate to unhealthy behavior, as the increases could be attributable to a small group of individuals covered on the plan.

### **Dental Insurance**

Holmes Murphy sought competitive bid proposals from the top dental carriers in the state. Proposals were received from 10 carriers: Aetna, BCBS, Delta Dental, Humana, Liberty Dental, Lincoln, Met Life, Reliance, UNUM, and TML (Attachment E). All carriers quoted plan designs close to current benefits. The City's dental provider, also BCBS, submitted a renewal rate of 23% increase. Aetna, Delta Dental, Humana, Liberty Dental, Lincoln, Met Life, Reliance, and TML all proposed increases as well. These increases ranged from 7% to 31%. UNUM proposed a 0% premium rate increase. Based upon discussions between the Committee and Holmes Murphy, including that UNUM bid a comparable plan to the existing plan and that UNUM provides a comparable network of in-network dentists, the Committee chose to change to UNUM.

The Committee recommends changing to UNUM for dental insurance coverage. Total annual premiums would remain flat at \$123,459 (based on an average of 167 plan participants). The City currently covers 91% of premiums for the employee's coverage and the employee is responsible for 100% of dependent coverage.

**Vision Insurance**

The City's vision insurance was not bid this year because the City's vision provider, Superior Vision, provided a two-year rate guarantee through FY 2016.

**Life / Accidental Death and Dismemberment (AD&D) and Long-Term Disability (LTD)**

The City's Life/AD&D and LTD was also not bid this year because the provider, Dearborn, provided a two-year rate guarantee through FY 2016.

**Third Party Administration of Health Reimbursement Arrangement and Flexible Spending Account**

The health reimbursement arrangement (HRA) is a deductible sharing account between the City and employees, where employees pay the first portion and the City reimburses the remainder. Should the employee need to meet the individual deductible of \$2,000 (for example, through hospitalization), the employee would pay the first \$750 and be reimbursed by the City for the remaining \$1,250. Employees with family coverage would pay the first \$1,500 of the \$4,000 deductible, and be reimbursed by the City for the remaining \$2,500. The City is responsible for the full cost of its portion of the shared deductible, should employees incur eligible deductible expenses. For FY 2015, the City's budgeted expense for the HRA includes third party HRA plan administration costs of \$9,250 (based on 164 participants), and funding the HRA at 35%, or \$91,000.

Additionally, the insurance plan allows the use of a flexible spending account (FSA) which allows employees to set aside pre-tax dollars to pay for qualified health care and dependent care expenses. This reduces the amount of federal taxes paid by the employee and the City, and increases an employee's take-home pay.

Holmes Murphy sought competitive bid proposals from top third party benefit administrators. Proposals were received from TASC, Discovery, Aetna, Basic, P&A Group, Flex Plan, Integrated Benefit Services, TML, and BCBS (Attachment F).

The City's third party administrator of the HRA and FSA, Total Administrative Services Corporation (TASC), submitted a renewal rate pass, or 0.00% change in rates for FY 2016. The differences in the services between the various vendors was negligible and TASC's fees are competitive. Also, because the FSA is a calendar year plan, making a change in October is administratively complex and can be disruptive to employees in the plan. The Committee recommends remaining with TASC for third party administration of the HRA and FSA accounts. Due to the increase in participants in FY2016, the budget will be \$10,470 for HRA plan administration (for 172 participants). This is an increase of \$1,220 from previous year's budget. For FSA administration, the cost will also increase slightly due to an increase in participation. The FY2015 budget amount was \$2,509 and it will increase to \$3,410 based upon increased participation in the plan.

**Summary**

Following extensive review and negotiations with responding carriers, staff recommends the following for FY2016 employee insurance coverage:

- Medical insurance remain with BCBS and offer a dual PPO option;
- Change dental insurance to UNUM;
- Third party administration of the health reimbursement arrangement (HRA) and flexible spending account (FSA) remain with TASC, as summarized below.

|                        |                                                |
|------------------------|------------------------------------------------|
| Medical                | 19.86% rate increase effective October 1, 2015 |
| Dental                 | 0% rate change effective October 1, 2015       |
| HRA/FSA Administration | 0% rate change effective October 1, 2015       |

Overall, the City's base medical and dental plans appear to be sufficient and competitive when compared to surrounding cities (Attachment G).

Implementation will begin with open enrollment meetings in late August 2015 and a coverage effective date of October 1, 2015.

**Financial Impact**

Funds for the implementation of health insurance benefits will be provided in the Fiscal Year 2016 budget.

**Recommendation**

Approve

**Attachments**

1. 2015 Health Insurance Bid Analysis and Recommendation Presentation
2. Attachment A - Bid List
3. Attachment B - Benefits/Wellness Committee
4. Attachment C - Medical Bids
5. Attachment D - Tier Report
6. Attachment E - Dental Bids
7. Attachment F - HRA/FSA Bids
8. Attachment G - Benefit Survey

# **Health Insurance Bid Results and Recommendations**

**Pre Council Meeting  
July 7, 2015**



# Overview



| Type of Insurance Coverage                                                                      | Insurance Carrier                                        |
|-------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| Medical                                                                                         | Blue Cross Blue Shield                                   |
| Dental                                                                                          | Blue Cross Blue Shield                                   |
| Vision                                                                                          | Superior Vision (2-year rate)<br>(formerly Block Vision) |
| Life/Accidental Death and Dismemberment;<br>Long Term Disability                                | Dearborn (2-year rate)                                   |
| Health Reimbursement Arrangement (HRA)<br>and Flexible Spending Account (FSA)<br>Administration | Total Administrative Services<br>Corporation (TASC)      |

# Medical Insurance



- BCBS proposed 28.1% increase
- AETNA proposed 21.6 % increase
- TML proposed 45.7% increase
- CIGNA, United Healthcare and Humana declined

# Factors Driving Increase

- Factor #1 - Medical and pharmaceutical trends (inflation)

| Year                              | BCBS Medical and Pharmaceutical Trends | City of Colleyville Medical Premiums | Annual Premium Cost                                           |
|-----------------------------------|----------------------------------------|--------------------------------------|---------------------------------------------------------------|
| FY2010                            | Unknown*                               | 7.80%                                | \$1,965,492                                                   |
| FY2011                            | 12.6% Med and 9.0% RX*                 | -1.00%                               | \$1,798,841                                                   |
| FY2012                            | 9.4% Med and 6.0% RX*                  | -3.00%                               | \$1,619,557                                                   |
| FY2013                            | 8.3% Med and 6.0% RX                   | -7.85%                               | \$1,409,374                                                   |
| FY2014                            | 7.0% Med and 7.3% RX                   | 4.50%                                | \$1,567,440                                                   |
| FY2015                            | 7.6% Med and 7.9% RX                   | -3.00%                               | \$1,702,388**                                                 |
| FY2016 - Bid<br>FY2016 - Proposed | 7.3% Med and 14.6% RX                  | 28.10%<br>19.86%                     | \$2,148,997***<br><b>\$2,010,798 (2.25% more than FY2010)</b> |

\* AETNA plan years; using BCBS trend since we do not have AETNA's numbers

\*\* Estimated premiums paid for FY2015

\*\*\* Based on 28.1% renewal from BCBS

# Factors Driving Increase continued

| Year              | BCBS Medical Trends | Pharmaceutical Trends | City of Colleyville Medical Premiums |
|-------------------|---------------------|-----------------------|--------------------------------------|
| FY2011            | 12.60%              | 9.0%                  | -1.00%                               |
| FY2012            | 9.40%               | 6.0%                  | -3.00%                               |
| FY2013            | 8.30%               | 6.0%                  | -7.85%                               |
| FY2014            | 7.00%               | 7.3%                  | 4.50%                                |
| FY2015            | 7.60%               | 7.9%                  | -3.00%                               |
| FY2016 - Proposed | 7.30%               | 14.6%                 | 19.86%                               |
| Average           | 8.70%               | 8.5%                  | 1.59%                                |

# Factors Driving Increase continued



- Factor #2
  - Increase in claims for inpatient care, outpatient services, pharmaceuticals
  - Large claims for catastrophic and ongoing illnesses were over \$500,000

# Committee Review

- Considerations reviewed
  - Aetna and BCBS bids reviewed
  - Long-term approach outweighed a greater short-term savings. City will have 3 years' experience with BCBS at the end of FY2015; changing carriers would cause “immature” year for next year’s renewal bids
  - Detailed data allowing us to make informed business decisions for wellness programming

# Committee Review continued

- BCBS Options
  - Stay with the current Preferred Provider Organization (PPO) plan
  - Consider a dual option approach offering the current PPO plan and add an option for a less expensive High Deductible Health Plan (HDHP) with a Health Savings Account (HSA)
  - Consider a dual option approach with the current PPO plan and add an option for a less expensive PPO plan



# Committee Recommendations

- Medical Options
  - Consider a HDHP HSA in the future
    - Next fiscal year - Human Resources, with assistance from Holmes Murphy, begin educating employees in spring 2016
  - Recommended a dual option PPO approach
    - \$138,200 less than the original bid from BCBS for one plan
    - Offer the employees a choice of a base plan and a buy-up plan
      - employee can choose the plan that best meets their needs
  - City contributes the same amount to both plans

# Overall Financial Impact

- Of the \$333,207 premium increase with the dual PPO option, \$143,333 can be attributed to new plan participants
- On average 5-8 people choose our plan each year over the plan they were previously using (these are not new positions, as those are budgeted when the position is budgeted)
- FY2016 budgeting conservatively to add 8 more people based on historical trend

# Overall Financial Impact continued

- The balance of \$189,874 is the premium increase to be shared between the City and the employees.
  - Approximately 11% City = \$104,430
  - Approximately 8.8% Employees = \$85,444
- \*estimates
- 2% budgeted personnel costs for insurance, market, merit

# Tier Subsidy Recommendations

|               | FY 2015  |           |  | FY 2016  |                          |
|---------------|----------|-----------|--|----------|--------------------------|
| Subsidy Level | Employee | Dependent |  | Employee | Dependent                |
| Tier I        | 100%     | 75%       |  | 100%     | From 75% to proposed 70% |
| Tier II       | 93%      | 68%       |  | 90%      | From 65% to proposed 60% |
| Tier III      | 86%      | 61%       |  | 70%      | From 45% to proposed 40% |
| Tier IV       | 80%      | 55%       |  | N/A      | N/A                      |

Tiers used for Base Plan calculation. Buy Up Plan is available at a higher cost to employee.

# Other Insurance



## Dental Insurance

- UNUM bid was 0.00% change to premiums
- BCBS (current provider) renewal bid was 23%
- 8 other carriers bid with increases ranging from 7% to 31%
- Recommended to change to UNUM for dental insurance

# Other Insurance and Administration



## **Health Reimbursement Account (HRA) / Flexible Spending Account (FSA) Administration**

- TASC renewal 0.00% change in premiums
- 8 vendors bid on HRA and 8 vendors bid on FSA
- Difference in services was negligible between vendors
- Recommended to maintain current carrier – TASC

# Summary of Recommendations



| Type of Insurance Coverage                                                                | Insurance Carrier                         | Approximate Overall FY 2015 Financial Impact to City                       |
|-------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------------------------------------------------------|
| Medical – dual option PPO                                                                 | Blue Cross Blue Shield                    | Increase of \$189,874 shared between City and employees; no carrier change |
| Dental                                                                                    | UNUM                                      | No change in rates; carrier change                                         |
| Health Reimbursement Arrangement (HRA) and Flexible Spending Account (FSA) Administration | Total Administrative Services Corporation | No change in rates; no carrier change                                      |



# Questions

## Attachment A

**FY 2016 Colleyville Bid List**

| <b>Carrier</b>              | <b>Coverage(s) Bid</b> |
|-----------------------------|------------------------|
| <b>Medical</b>              |                        |
| AETNA                       | yes                    |
| Blue Cross Blue Shield      | yes                    |
| CIGNA                       | declined to quote      |
| TML                         | yes                    |
| UHC                         | declined to quote      |
| Humana                      | declined to quote      |
| <b>Dental</b>               |                        |
| AETNA                       | yes                    |
| UNUM                        | yes                    |
| TML                         | yes                    |
| Reliance                    | yes                    |
| MetLife                     | yes                    |
| Humana                      | yes                    |
| Lincoln                     | yes                    |
| Delta Dental                | yes                    |
| Blue Cross Blue Shield      | yes                    |
| Liberty Dental Plan         | yes                    |
| Ameritas                    | declined to quote      |
| Cigna                       | declined to quote      |
| Dearborn National           | declined to quote      |
| Dental Select               | declined to quote      |
| Guardian                    | declined to quote      |
| Mutual of Omaha             | declined to quote      |
| Principal                   | declined to quote      |
| Standard                    | declined to quote      |
| UHC                         | declined to quote      |
| <b>FSA</b>                  |                        |
| Basic                       | yes                    |
| P & A Group                 | yes                    |
| Flex Plan                   | yes                    |
| TASC                        | yes                    |
| Discovery Benefits          | yes                    |
| Integrated Benefit Services | yes                    |
| TML                         | yes                    |
| Blue Cross Blue Shield      | yes                    |
| AETNA                       | yes                    |
| Guardian                    | declined to quote      |
| Best Western                | declined to quote      |
| BMI                         | declined to quote      |
| Wageworks                   | declined to quote      |
| <b>HRA</b>                  |                        |
| P & A Group                 | yes                    |
| Discovery Benefits          | yes                    |
| Blue Cross Blue Shield      | yes                    |
| Basic                       | yes                    |
| Flex Plan                   | yes                    |
| AETNA                       | yes                    |
| Integrated Benefit Services | yes                    |
| TASC                        | yes                    |
| TML                         | yes                    |
| Guardian                    | declined to quote      |
| Best Western                | declined to quote      |
| BMI                         | declined to quote      |
| Wageworks                   | declined to quote      |

## Attachment B

### **Benefits / Wellness Committee Members**

Mike Almy, Parks and Recreation Crew Leader

Mark Cantrell, Fire Battalion Chief

Lisa Escobedo, Recreation and City Events Manager

Theresa Fox, Utility Billing Supervisor

Marilyn Gilbert, Colleyville Center Office Assistant

Adrienne Lothery, Strategic Services Manager

Letecia McClendon, GIS Technician

Gary Moore, Police Officer

Eddie Moran, Fire Captain

Jack Pawlowski, Circulation/Information Services Librarian

Jesse Perez, Human Resources Manager

Dixie Smith, Public Works Administrative Support Specialist

Chuck Tinsman, Police Sergeant

Taci Wrisley, Planning and Zoning Assistant

# Medical

## Proposed Fully Insured Medical Rates

|                                   |                                     |               | Aetna          | BCBS            | TML                               |
|-----------------------------------|-------------------------------------|---------------|----------------|-----------------|-----------------------------------|
|                                   |                                     |               | Option 1       | BCBS - Option 1 | Plan P96-200-10-MAC A \$25 OV/L/X |
|                                   | Total EE, Retiree, and Cobra Counts | Inforce Rates | Proposed Rates | Proposed Rates  | Proposed Rates                    |
| Employee Only                     | 74                                  | \$423.24      | \$514.38       | \$542.17        | \$581.64                          |
| Employee + Spouse                 | 17                                  | \$947.28      | \$1,152.21     | \$1,213.46      | \$1,409.46                        |
| Employee + Child(ren)             | 22                                  | \$761.45      | \$925.88       | \$975.42        | \$1,102.36                        |
| Employee + Family                 | 59                                  | \$1,281.76    | \$1,558.57     | \$1,641.94      | \$1,905.54                        |
| Estimated Monthly Premiums        |                                     | \$139,799     | \$169,977      | \$179,083       | \$203,681                         |
| Estimated Annual Premiums         |                                     | \$1,677,591   | \$2,039,720    | \$2,148,997     | \$2,444,172                       |
| Estimated + / - Annual Premium    |                                     |               | \$362,129      | \$471,406       | \$766,580                         |
| Estimated + / - Annual Percentage |                                     |               | 21.6 %         | 28.1 %          | 45.7 %                            |

\* Rates assume same or similar plan design as current

# Medical Rates – BCBS Single Plan

| <u>Carrier Name</u>             | EE Counts                  | Inforce Rates | BCBS                                               |                |                |                 |                  |                  |
|---------------------------------|----------------------------|---------------|----------------------------------------------------|----------------|----------------|-----------------|------------------|------------------|
|                                 |                            |               | Proposed Rates<br>- Closely<br>matching<br>current | Option 2       | Option 3       | Option 4        | Option 5<br>HDHP | Option 6<br>HDHP |
| Employee Only                   | 74                         | \$423.24      | \$542.17                                           | \$512.35       | \$492.83       | \$460.84        | \$447.29         | \$398.49         |
| Employee + Spouse               | 17                         | \$947.28      | \$1,213.46                                         | \$1,146.72     | \$1,103.04     | \$1,031.44      | \$1,001.10       | \$891.89         |
| Employee + Child(ren)           | 22                         | \$761.45      | \$975.42                                           | \$921.77       | \$886.66       | \$829.11        | \$804.72         | \$716.93         |
| Employee + Family               | 59                         | \$1,281.76    | \$1,641.94                                         | \$1,551.63     | \$1,492.52     | \$1,395.65      | \$1,354.60       | \$1,206.83       |
| Estimated Monthly Premiums      |                            | \$139,799     | \$179,083                                          | \$169,233      | \$162,786      | \$152,220       | \$147,743        | \$131,626        |
| Estimated Annual Premiums       |                            | \$1,677,591   | \$2,148,997                                        | \$2,030,799    | \$1,953,436    | \$1,826,645     | \$1,772,921      | \$1,579,510      |
| Estimated +/- Annual Premium    |                            |               | \$471,406                                          | \$353,208      | \$275,844      | \$149,054       | \$95,330         | -\$98,081        |
| Estimated +/- Annual Percentage |                            |               | 28.1%                                              | 21.1%          | 16.4%          | 8.9%            | 5.7%             | -5.8%            |
| <u>Plan Designs</u>             | <u>Coinsurance</u>         |               | 90%/70%                                            | 80%/50%        | 80%/50%        | 70%/50%         | 80%/50%          | 100%/70%         |
|                                 | <u>PCP/Spec</u>            |               | \$25/\$30                                          | \$25/\$45      | \$30/\$50      | \$40/\$60       | Ded+20%          | Ded+20%          |
|                                 | <u>Deductible</u>          |               | \$2,000                                            | \$3,000        | \$4,000        | \$5,000         | \$3,000          | \$6,350          |
|                                 | <u>Out of Pocket Limit</u> |               | \$3,000                                            | \$4,500        | \$5,000        | \$6,000         | \$4,000          | \$6,350          |
|                                 | <u>ER</u>                  |               | \$200                                              | \$250          | \$250          | \$400           | Ded+20%          | Ded+20%          |
|                                 | <u>RX</u>                  |               | \$20/\$40/\$70                                     | \$20/\$40/\$70 | \$20/\$40/\$70 | \$30/\$60/\$105 | Ded+20%          | Ded+20%          |

\*Note: Due to ACA changes and State filed plan designs, there may be some differences between how this plan pays and your current plan provision.

# BCBS Dual Plan

|                                 | EE Counts | EE Counts | Inforce Rates              | BCBS                     |                                           |
|---------------------------------|-----------|-----------|----------------------------|--------------------------|-------------------------------------------|
|                                 |           |           |                            | PPO - Base Plan Option 3 | PPO - Buy Up Plan Option Matching Current |
| Employee Only                   | 52        | 22        | \$423.24                   | \$492.83                 | \$542.17                                  |
| Employee + Spouse               | 12        | 5         | \$947.28                   | \$1,103.04               | \$1,213.46                                |
| Employee + Child(ren)           | 16        | 7         | \$761.45                   | \$886.66                 | \$975.42                                  |
| Employee + Family               | 41        | 18        | \$1,281.76                 | \$1,492.52               | \$1,641.94                                |
| Estimated Monthly Premiums      |           |           | \$139,708                  | \$113,876                | \$53,690                                  |
| Estimated Annual Premiums       |           |           | \$1,677,591                | \$1,366,517              | \$644,281                                 |
| Estimated Total Annual Premiums |           |           | \$1,677,591                | \$2,010,798              |                                           |
| Estimated +/- Annual Premium    |           |           |                            | \$333,206                |                                           |
| Estimated +/- Annual Percentage |           |           |                            | 19.86%                   |                                           |
| Plan Designs                    |           |           | <u>Coinsurance</u>         | 80%/50%                  | 90%/70%                                   |
|                                 |           |           | <u>PCP/Spec</u>            | \$30/\$50                | \$25/\$30                                 |
|                                 |           |           | <u>Deductible</u>          | \$4,000                  | \$2,000                                   |
|                                 |           |           | <u>Out of Pocket Limit</u> | \$5,000                  | \$3,000                                   |
|                                 |           |           | <u>ER</u>                  | \$250                    | \$200                                     |
|                                 |           |           | <u>RX</u>                  | \$20/\$40/\$70           | \$20/\$40/\$70                            |

\*Note: Due to ACA changes and State filed plan designs, there may be some differences between how this plan pays and your current plan provision.

\*\*Assuming 70% in the Base Plan, 30% in the buy up. Does not include employee contributions.

## Employee Tier Level Comparison: FY 2012 - FY 2016

| Tier Level                        | # of Employees |            |            |            |            | *anticipated as of June 2015 |
|-----------------------------------|----------------|------------|------------|------------|------------|------------------------------|
|                                   | FY 2012        | FY 2013    | FY 2014    | FY 2015    | FY 2016*   |                              |
| Employee Only - Tier 1            | 38             | 39         | 31         | 41         | 41         |                              |
| Employee Only - Tier 2            | 3              | 3          | 2          | 11         | 25         |                              |
| Employee Only - Tier 3            | 22             | 25         | 13         | 6          | 6          |                              |
| Employee Only - Tier 4            | N/A            | N/A        | 13         | 7          | N/A        |                              |
| Employee - Tier 1/Spouse - Tier 1 | 6              | 6          | 8          | 11         | 8          |                              |
| Employee - Tier 1/Spouse - Tier 2 | 0              | 0          | 0          | 0          | 0          |                              |
| Employee - Tier 1/Spouse - Tier 3 | 1              | 1          | 0          | 0          | 2          |                              |
| Employee - Tier 1/Spouse - Tier 4 | N/A            | N/A        | 0          | 1          | N/A        |                              |
| Employee - Tier 2/Spouse - Tier 1 | 1              | 1          | 2          | 1          | 1          |                              |
| Employee - Tier 2/Spouse - Tier 2 | 0              | 0          | 0          | 1          | 0          |                              |
| Employee - Tier 2/Spouse - Tier 3 | 2              | 2          | 0          | 0          | 1          |                              |
| Employee - Tier 2/Spouse - Tier 4 | N/A            | N/A        | 0          | 0          | N/A        |                              |
| Employee - Tier 3/Spouse - Tier 1 | 2              | 0          | 0          | 0          | 0          |                              |
| Employee - Tier 3/Spouse - Tier 2 | 0              | 0          | 0          | 0          | 0          |                              |
| Employee - Tier 3/Spouse - Tier 3 | 3              | 4          | 4          | 2          | 4          |                              |
| Employee - Tier 3/Spouse - Tier 4 | N/A            | N/A        | 0          | 0          | N/A        |                              |
| Employee - Tier 4/Spouse - Tier 1 | N/A            | N/A        | 0          | 0          | N/A        |                              |
| Employee - Tier 4/Spouse - Tier 2 | N/A            | N/A        | 0          | 0          | N/A        |                              |
| Employee - Tier 4/Spouse - Tier 3 | N/A            | N/A        | 0          | 0          | N/A        |                              |
| Employee - Tier 4/Spouse - Tier 4 | N/A            | N/A        | 0          | 1          | N/A        |                              |
| Employee - Tier 1/Child - Tier 1  | 14             | 12         | 12         | 14         | 16         |                              |
| Employee - Tier 2/Child - Tier 2  | 5              | 3          | 2          | 5          | 4          |                              |
| Employee - Tier 3/Child - Tier 3  | 10             | 9          | 6          | 6          | 2          |                              |
| Employee - Tier 4/Child - Tier 4  | N/A            | N/A        | 2          | 0          | N/A        |                              |
| Employee - Tier 1/Family - Tier 1 | 28             | 26         | 23         | 40         | 28         |                              |
| Employee - Tier 1/Family - Tier 2 | 1              | 0          | 2          | 0          | 5          |                              |
| Employee - Tier 1/Family - Tier 3 | 4              | 3          | 1          | 0          | 7          |                              |
| Employee - Tier 1/Family - Tier 4 | N/A            | N/A        | 0          | 3          | N/A        |                              |
| Employee - Tier 2/Family - Tier 1 | 9              | 7          | 4          | 1          | 8          |                              |
| Employee - Tier 2/Family - Tier 2 | 2              | 2          | 0          | 0          | 4          |                              |
| Employee - Tier 2/Family - Tier 3 | 2              | 3          | 2          | 1          | 2          |                              |
| Employee - Tier 2/Family - Tier 4 | N/A            | N/A        | 0          | 0          | N/A        |                              |
| Employee - Tier 3/Family - Tier 1 | 2              | 0          | 4          | 1          | 1          |                              |
| Employee - Tier 3/Family - Tier 2 | 2              | 0          | 0          | 0          | 0          |                              |
| Employee - Tier 3/Family - Tier 3 | 4              | 9          | 3          | 3          | 5          |                              |
| Employee - Tier 3/Family - Tier 4 | N/A            | N/A        | 0          | 1          | N/A        |                              |
| Employee - Tier 4/Family - Tier 1 | N/A            | N/A        | 0          | 1          | N/A        |                              |
| Employee - Tier 4/Family - Tier 2 | N/A            | N/A        | 0          | 0          | N/A        |                              |
| Employee - Tier 4/Family - Tier 3 | N/A            | N/A        | 0          | 0          | N/A        |                              |
| Employee - Tier 4/Family - Tier 4 | N/A            | N/A        | 26         | 4          | N/A        |                              |
| Waived Coverage                   | N/A            | N/A        | N/A        | 6          | 8          |                              |
| <b>Total</b>                      | <b>161</b>     | <b>155</b> | <b>160</b> | <b>168</b> | <b>178</b> |                              |



## Attachment E

## Dental Rates

| <u>Carrier</u>                    |           |               | Aetna                 | BCBS                  | Delta Dental          | Humana                              | Liberty Dental        | Lincoln               | Met Life  | Reliance              | TML                                        | Unum                                |
|-----------------------------------|-----------|---------------|-----------------------|-----------------------|-----------------------|-------------------------------------|-----------------------|-----------------------|-----------|-----------------------|--------------------------------------------|-------------------------------------|
|                                   | EE Counts | Inforce Rates | Proposed Dental Rates | Proposed Dental Rates | Proposed Dental Rates | Proposed Dental Rates - Adult Ortho | Proposed Dental Rates | Proposed Dental Rates | Option 1  | Proposed Dental Rates | Proposed Dental Rates IEBP Dental Plan III | Proposed Dental Rates - Adult Ortho |
| Employee Only                     | 74        | \$31.60       | \$33.69               | \$39.01               | \$37.74               | \$36.57                             | \$41.38               | \$37.01               | \$35.52   | \$34.80               | \$34.52                                    | \$31.78                             |
| Employee + Spouse                 | 24        | \$64.72       | \$69.03               | \$79.90               | \$77.30               | \$74.86                             | \$84.75               | \$75.79               | \$72.76   | \$71.24               | \$70.86                                    | \$65.06                             |
| Employee + Child(ren)             | 19        | \$62.49       | \$66.64               | \$77.14               | \$74.64               | \$71.34                             | \$81.82               | \$73.18               | \$70.25   | \$68.80               | \$74.50                                    | \$62.27                             |
| Employee + Family                 | 50        | \$104.01      | \$110.90              | \$128.39              | \$124.23              | \$119.08                            | \$136.19              | \$121.81              | \$116.92  | \$114.48              | \$105.98                                   | \$103.84                            |
| Estimated Monthly Premiums        |           | \$10,279      | \$10,961              | \$12,690              | \$12,278              | \$11,812                            | \$13,460              | \$12,039              | \$11,555  | \$11,316              | \$10,970                                   | \$10,288                            |
| Estimated Annual Premiums         |           | \$123,354     | \$131,531             | \$152,274             | \$147,331             | \$141,747                           | \$161,522             | \$144,463             | \$138,666 | \$135,794             | \$131,635                                  | \$123,459                           |
| Estimated + / - Annual Premium    |           |               | \$8,177               | \$28,920              | \$23,978              | \$18,393                            | \$38,169              | \$21,110              | \$15,312  | \$12,440              | \$8,282                                    | \$106                               |
| Estimated + / - Annual Percentage |           |               | 7 %                   | 23 %                  | 19 %                  | 15 %                                | 31 %                  | 17 %                  | 12 %      | 10 %                  | 7 %                                        | 0 %                                 |

## Attachment F

# HRA Rates

| <b>Vendor Name</b>                         |            | <b>BASIC</b>                 | <b>BCBS -<br/>Connect<br/>Your Care</b> | <b>BCBS -<br/>Connect<br/>Your Care</b>   | <b>Discovery</b>             | <b>Flex Plan</b>             | <b>Integrated<br/>Benefits</b> | <b>P&amp;A<br/>Group</b>     | <b>TASC</b>                  | <b>TML</b>                   |
|--------------------------------------------|------------|------------------------------|-----------------------------------------|-------------------------------------------|------------------------------|------------------------------|--------------------------------|------------------------------|------------------------------|------------------------------|
| <b>Participants</b>                        | <b>172</b> | <b>Proposed<br/>HRA Fees</b> | <b>Proposed<br/>HRA Fees</b>            | <b>Proposed<br/>HRA Fees<br/>With FSA</b> | <b>Proposed<br/>HRA Fees</b> | <b>Proposed<br/>HRA Fees</b> | <b>Proposed<br/>HRA Fees</b>   | <b>Proposed<br/>HRA Fees</b> | <b>Proposed<br/>HRA Fees</b> | <b>Proposed<br/>HRA Fees</b> |
| <b>HRA Administration<br/>Fee (PEPM)</b>   |            | \$4.50                       | \$3.13                                  | \$4.38                                    | \$4.50                       | \$4.00                       | \$6.50                         | \$3.75                       | \$5.00                       | \$3.70                       |
| <b>Debit Card Fee<br/>(PEPM)</b>           |            | \$0.00                       | \$0.00                                  | \$0.00                                    | \$0.00                       | \$0.00                       | \$0.00                         | \$0.00                       | \$0.00                       | \$0.00                       |
| <b>Implementation/Set<br/>Up Fee</b>       |            | \$250.00                     | \$125.00                                | \$125.00                                  | \$0.00                       | \$0.00                       | \$250.00                       | \$0.00                       | \$0.00                       | \$50.00                      |
| <b>Annual Renewal Fee</b>                  |            | \$250.00                     | \$0.00                                  | \$0.00                                    | \$0.00                       | \$0.00                       | \$150.00                       | \$0.00                       | \$150.00                     | \$0.00                       |
| <b>Monthly Premiums</b>                    |            | <b>\$774</b>                 | <b>\$538</b>                            | <b>\$753</b>                              | <b>\$774</b>                 | <b>\$688</b>                 | <b>\$1,118</b>                 | <b>\$645</b>                 | <b>\$860</b>                 | <b>\$636</b>                 |
| <b>Annual Premiums</b>                     |            | <b>\$9,788</b>               | <b>\$6,585</b>                          | <b>\$9,165</b>                            | <b>\$9,288</b>               | <b>\$8,256</b>               | <b>\$13,816</b>                | <b>\$7,740</b>               | <b>\$10,470</b>              | <b>\$7,687</b>               |
| <b>Estimated +/-<br/>Annual Premium</b>    |            | <b>-\$682</b>                | <b>-\$3,885</b>                         | <b>-\$1,305</b>                           | <b>-\$1,182</b>              | <b>-\$2,214</b>              | <b>\$3,346</b>                 | <b>-\$2,730</b>              | <b>\$0</b>                   | <b>-\$2,783</b>              |
| <b>Estimated +/-<br/>Annual Percentage</b> |            | <b>-7 %</b>                  | <b>-37 %</b>                            | <b>-12 %</b>                              | <b>-11 %</b>                 | <b>-21 %</b>                 | <b>32 %</b>                    | <b>-26 %</b>                 | <b>0 %</b>                   | <b>-27 %</b>                 |

\*BCBS and TML contingent on medical plan

# FSA Rates

| <b>Vendor Name</b>                       |           | <b>Aetna</b>             | <b>BASIC</b>             | <b>Discovery</b>         | <b>Flex Plan</b>         | <b>Integrated Benefit Services</b> | <b>P&amp;A Group</b>     | <b>TASC</b>              | <b>TML</b>               |
|------------------------------------------|-----------|--------------------------|--------------------------|--------------------------|--------------------------|------------------------------------|--------------------------|--------------------------|--------------------------|
| <b>Participants</b>                      | <b>64</b> | <b>Proposed FSA Fees</b> | <b>Proposed FSA Fees</b> | <b>Proposed FSA Fees</b> | <b>Proposed FSA Fees</b> | <b>Proposed FSA Fees</b>           | <b>Proposed FSA Fees</b> | <b>Proposed FSA Fees</b> | <b>Proposed FSA Fees</b> |
| <b>FSA Administration Fee (PEPM)</b>     |           | \$5.55                   | Included in HRA          | \$4.50                   | \$3.75                   | \$4.50                             | \$3.50                   | \$4.05                   | \$5.00                   |
| <b>Debit Card Fee (PEPM)</b>             |           | \$0.00                   | \$0.00                   | \$0.00                   | \$0.00                   | \$0.00                             | \$0.00                   | \$0.00                   | \$3.70                   |
| <b>Implementation / Set Up Fee</b>       |           | \$750.00                 | \$0.00                   | \$0.00                   | \$0.00                   | \$250.00                           | \$0.00                   | \$0.00                   | \$50.00                  |
| <b>Annual Renewal Fee</b>                |           | \$750.00                 | \$0.00                   | \$0.00                   | \$0.00                   | \$150.00                           | \$0.00                   | \$300.00                 | \$0.00                   |
| <b>Monthly Premiums</b>                  |           | <b>\$355</b>             | <b>\$0</b>               | <b>\$288</b>             | <b>\$240</b>             | <b>\$288</b>                       | <b>\$224</b>             | <b>\$259</b>             | <b>\$320</b>             |
| <b>Annual Premiums</b>                   |           | <b>\$5,762</b>           | <b>\$0</b>               | <b>\$3,456</b>           | <b>\$2,880</b>           | <b>\$3,856</b>                     | <b>\$2,688</b>           | <b>\$3,410</b>           | <b>\$3,890</b>           |
| <b>Estimated + / - Annual Premium</b>    |           | <b>\$2,352</b>           | <b>N/A</b>               | <b>\$46</b>              | <b>-\$530</b>            | <b>\$446</b>                       | <b>-\$722</b>            | <b>\$0</b>               | <b>\$480</b>             |
| <b>Estimated + / - Annual Percentage</b> |           | <b>69 %</b>              | <b>N/A</b>               | <b>1 %</b>               | <b>-16 %</b>             | <b>13 %</b>                        | <b>-21 %</b>             | <b>0 %</b>               | <b>14 %</b>              |

\*BCBS and TML contingent on medical plan

Medical and Dental Benefits Survey

| MEDICAL                                      |             |             | Colleyville |                                  |                                  | Average                          | Bedford   |                 |                 | Euless  |                     | Grapevine           |                     | Hurst        |                 |                | Keller                  |                           | NRH                          |                                  | Southlake                        |                                  |  |
|----------------------------------------------|-------------|-------------|-------------|----------------------------------|----------------------------------|----------------------------------|-----------|-----------------|-----------------|---------|---------------------|---------------------|---------------------|--------------|-----------------|----------------|-------------------------|---------------------------|------------------------------|----------------------------------|----------------------------------|----------------------------------|--|
| Provider                                     |             |             |             |                                  |                                  |                                  |           |                 |                 |         |                     |                     |                     |              |                 |                |                         |                           |                              |                                  |                                  |                                  |  |
| Name of Provider                             |             | BCBS        |             |                                  |                                  |                                  | Cigna     |                 |                 | Aetna   |                     |                     |                     | Cigna        |                 |                | Aetna                   |                           | UHC                          |                                  | UHC                              |                                  |  |
| Type of Medical Plan                         |             |             |             |                                  |                                  |                                  |           |                 |                 |         |                     |                     |                     |              |                 |                |                         |                           |                              |                                  |                                  |                                  |  |
| PPO, HMO, etc.                               |             | PPO         |             |                                  |                                  | HSA HDHP                         | HSA HDHP  | PPO             | PPO 1           | PPO 2   | HSA HDHP            | HRA Buy-up          | HSA OAP             | Consumer OAP | Enhanced OAP    | HSA HDHP       | Buy-up HRA              | Traditional               | HRA                          | HDHP                             | EPO                              | PPO                              |  |
| In-Network Benefits                          |             |             |             |                                  |                                  |                                  |           |                 |                 |         |                     |                     |                     |              |                 |                |                         |                           |                              |                                  |                                  |                                  |  |
| Deductible - Individual                      |             | \$4,000     |             | \$1,650                          | \$2,500                          | \$1,500                          | \$1,000   | \$800           | \$1,400         | \$2,600 | \$1,750             | \$2,500             | \$1,000             | \$2,000      | \$1,700         | \$1,300        | \$1,000                 | \$1,500                   | \$3,000                      | \$1,500                          | \$1,000                          |                                  |  |
| Deductible - Family                          |             | \$8,000     |             | \$3,327                          | \$5,000                          | \$3,000                          | \$2,000   | \$1,600         | \$2,800         | \$5,000 | \$3,500             | \$5,000             | n/a                 | n/a          | \$3,400         | \$2,600        | \$2,000                 | \$3,000                   | \$6,000                      | \$3,000                          | \$2,000                          |                                  |  |
| Max Out-of-Pocket - Individual (includes ded |             | \$5,000     |             | \$4,159                          | \$5,000                          | \$3,500                          | \$3,500   | \$6,350         | \$6,350         | \$3,500 | \$2,750             | \$4,500             | \$4,000             | \$3,500      | \$3,250         | \$3,000        | \$3,000                 | \$3,500                   | \$6,000                      | \$5,000                          | \$4,000                          |                                  |  |
| Max Out-of-Pocket - Family (includes deduc   |             | \$10,000    |             | \$8,556                          | \$10,000                         | \$7,000                          | \$7,000   | \$12,700        | \$12,700        | \$7,000 | \$5,500             | \$9,000             | n/a                 | \$10,500     | \$6,500         | \$6,000        | \$6,000                 | \$7,000                   | \$12,000                     | \$10,000                         | \$8,000                          |                                  |  |
| Max Lifetime Benefit Amount                  |             | unlimited   |             |                                  | Unlimited                        | Unlimited                        | Unlimited |                 |                 |         |                     |                     | Unlimited           | Unlimited    | Unlimited       | Unlimited      | Unlimited               | Unlimited                 | Unlimited                    | Unlimited                        | Unlimited                        |                                  |  |
| Physician Office Co-Pay                      |             | \$30        |             | \$31                             | Deductible/20%                   | Deductible/20%                   | \$30      | \$25, 20%>\$130 | \$40, 30%>\$130 |         | \$25                | Deductible/20%      | \$30                | \$30         | Deductible/20%  | Deductible/20% | \$30                    | Deductible/20%            | Deductible/20%               | \$35                             | \$40                             |                                  |  |
| Specialist Office Co-Pay                     |             | \$50        |             | \$42                             | Deductible/20%                   | Deductible/20%                   | \$50      | \$25, 20%>\$130 | \$40, 30%>\$130 |         | \$25                | Deductible/20%      | \$50                | \$50         | Deductible/20%  | Deductible/20% | \$45                    | Deductible/20%            | Deductible/20%               | \$35                             | \$40                             |                                  |  |
| HRA - Individual Coverage*                   |             | \$1,250     |             | \$625                            | n/a                              | n/a                              | n/a       |                 |                 |         | \$750               | n/a                 | n/a                 | n/a          | n/a             | \$500          | n/a                     |                           | n/a                          | n/a                              | n/a                              |                                  |  |
| HRA - Family Coverage*                       |             | \$2,500     |             | \$1,250                          | n/a                              | n/a                              | n/a       |                 |                 |         | \$1,500             | n/a                 | n/a                 | n/a          | n/a             | \$1,000        | n/a                     |                           | n/a                          | n/a                              | n/a                              |                                  |  |
| Prescriptions - Preferred List               |             |             |             |                                  |                                  |                                  |           |                 |                 |         |                     |                     |                     |              |                 |                |                         |                           |                              |                                  |                                  |                                  |  |
| Deductible - Individual                      |             | \$100       |             |                                  |                                  |                                  |           |                 |                 |         |                     | n/a                 | n/a                 | n/a          |                 |                |                         |                           |                              | n/a                              | n/a                              |                                  |  |
| Deductible - Family                          |             | \$300       |             |                                  |                                  |                                  |           |                 |                 |         |                     | n/a                 | n/a                 | n/a          |                 |                |                         |                           |                              | n/a                              | n/a                              |                                  |  |
| Tier 1 - Generic                             |             | \$20        |             | \$10                             | Deductible/30%                   | Deductible/30%                   | \$10      | \$8             | \$8             |         | \$4                 | Deductible/20%      | \$15                | \$15         | Deductible/\$10 | \$10           | \$10                    | \$10                      | \$10                         | \$10 after deductible            | \$10                             |                                  |  |
| Tier 2 - Formulary Brand Name                |             | \$40        |             | \$31                             | Deductible/40%                   | Deductible/40%                   | \$25      | \$35            | \$35            |         | 15                  | Deductible/20%      | \$40                | \$40         | Deductible/\$35 | \$25           | \$25                    | \$30                      | \$35                         | \$35 after deductible            | \$35                             |                                  |  |
| Tier 3 - Non-Formulary Brand Name            |             | \$70        |             | \$55                             | Deductible/50%                   | Deductible/50%                   | \$50      | 50              | 50              |         | 30                  | Deductible/20%      | \$70                | \$70         | Deductible/\$60 | \$50           | \$50                    | \$60                      | \$60                         | \$60 after deductible            | \$60                             |                                  |  |
| Premium Payment (%)                          | Tier 3 rate | Tier 1 rate |             |                                  |                                  |                                  |           |                 |                 |         |                     |                     |                     |              |                 |                |                         |                           |                              |                                  |                                  |                                  |  |
| City Paid - Employee Premiums                | 70%         | 100%        | 88%         | 100%                             | 94%                              | 83%                              | 70%       | 75%             |                 |         |                     |                     |                     |              |                 |                | Salary banded premiums. | 80%                       | 88%                          | 100%                             | 100%                             | 89%                              |  |
| City Paid - Dependent Premiums               | 40%         | 70%         | 73%         | EC - 85%<br>ES - 78%<br>EF - 81% | EC - 72%<br>ES - 65%<br>EF - 72% | EC - 49%<br>ES - 43%<br>EF - 56% | 70%       | 75%             |                 |         |                     |                     |                     |              |                 |                |                         | EE+1 - 69%<br>EE+>3 - 53% | EE + 1 - 76%<br>EE +>3 - 69% | EC - 76%<br>ES - 61%<br>EF - 44% | EC - 64%<br>ES - 51%<br>EF - 37% | EC - 47%<br>ES - 37%<br>EF - 28% |  |
| Monthly Premiums - City Paid (\$)            |             |             |             |                                  |                                  |                                  |           |                 |                 |         |                     |                     |                     |              |                 |                |                         |                           |                              |                                  |                                  |                                  |  |
| Employee Only                                | \$493       | \$493       | \$473       | \$437                            | \$437                            | \$437                            | \$499     | \$459           |                 |         |                     | \$684               | \$780               | \$712        |                 |                |                         |                           | \$468                        | \$480                            | \$252                            | \$252                            |  |
| Employee plus Children                       | \$887       | \$887       | \$766       | \$745                            | \$745                            | \$745                            | \$947     | \$873           |                 |         |                     | \$876               | \$1,146             | \$1,123      |                 |                |                         |                           |                              | \$409                            | \$409                            | \$409                            |  |
| Employee plus Spouse                         | \$1,103     | \$1,103     | \$919       | \$731                            | \$731                            | \$731                            | \$1,147   | \$1,056         |                 |         |                     | \$1,056             | \$1,378             | \$1,372      |                 |                |                         |                           |                              | \$1,272                          | \$1,246                          | \$409                            |  |
| Employee plus Family                         | \$1,492     | \$1,493     | \$1,130     | \$1,103                          | \$1,103                          | \$1,103                          | \$1,446   | \$1,332         |                 |         |                     | \$1,359             | \$1,768             | \$1,784      |                 |                |                         |                           |                              | \$1,116                          | \$1,177                          | \$464                            |  |
| Monthly Premiums - Employee Paid (\$)        |             |             |             |                                  |                                  |                                  |           |                 |                 |         |                     |                     |                     |              |                 |                |                         |                           |                              |                                  |                                  |                                  |  |
| Employee Only                                | \$148       | \$0         | \$60        | \$0                              | \$30                             | \$91                             | \$212     | \$153           | \$0             | \$18    | \$30 + .25% salary  | \$30 + .25% salary  | \$30 + 3.25% salary |              |                 |                |                         |                           | \$117                        | \$64                             | \$0                              | \$0                              |  |
| Employee plus Child(ren)                     | \$384       | \$119       | \$149       | \$52                             | \$109                            | \$228                            | \$406     | \$294           | \$33            | \$87    | \$30 + 3.50% salary | \$30 + 1.00% salary | \$30 + 4.00% salary |              |                 |                |                         |                           |                              | \$47                             | \$87                             |                                  |  |
| Employee plus Spouse                         | \$514       | \$183       | \$206       | \$81                             | \$141                            | \$266                            | \$492     | \$356           | \$37            | \$94    | \$30 + 4.25% salary | \$30 + 1.50% salary | \$30 + 4.75% salary |              |                 |                |                         |                           |                              | \$307                            | \$221                            |                                  |  |
| Employee plus Family                         | \$748       | \$300       | \$331       | \$157                            | \$253                            | \$451                            | \$621     | \$450           | \$60            | \$150   | \$30 + 5.00% salary | \$30 + 1.75% salary | \$30 +5.50% salary  |              |                 |                |                         |                           |                              | \$463                            | \$290                            |                                  |  |

| DENTAL                                |      |      | Colleyville |      |      | Average | Bedford |     |      | Euless |  | Grapevine |  | Hurst |      |  | Keller |  | NRH  |  | Southlake |      |  |
|---------------------------------------|------|------|-------------|------|------|---------|---------|-----|------|--------|--|-----------|--|-------|------|--|--------|--|------|--|-----------|------|--|
| Provider                              |      |      |             |      |      |         |         |     |      |        |  |           |  |       |      |  |        |  |      |  |           |      |  |
| Name of Provider                      |      | BCBS |             |      |      |         | Cigna   |     |      | Aetna  |  | Cigna     |  | Cigna |      |  | Aetna  |  | UHC  |  | UHC       |      |  |
| Type of Plan                          |      |      |             |      |      |         |         |     |      |        |  |           |  |       |      |  |        |  |      |  |           |      |  |
|                                       |      | PPO  |             |      |      |         | DMO     | PPO |      | PPO    |  |           |  | DHMO  | PPO  |  | PPO    |  | PPO  |  | HMO       | PPO  |  |
| Premium Payment (%)                   |      |      |             |      |      |         |         |     |      |        |  |           |  |       |      |  |        |  |      |  |           |      |  |
| City Paid - Employee Premiums         | 91%  |      | 92%         | 83%  | 100% |         |         |     | 75%  |        |  |           |  |       |      |  | 100%   |  | 86%  |  | 100%      | 100% |  |
| City Paid - Dependent Premiums        | 0%   |      |             |      |      |         |         |     |      |        |  |           |  |       |      |  |        |  |      |  |           |      |  |
| Monthly Premiums - City Paid (\$)     |      |      |             |      |      |         |         |     |      |        |  |           |  |       |      |  |        |  |      |  |           |      |  |
| Employee Only                         | \$29 |      | \$23        | \$25 | \$13 |         |         |     | \$21 |        |  |           |  |       |      |  | \$34   |  | \$32 |  | \$7       | \$20 |  |
| Employee plus Children                | \$29 |      | \$29        |      |      |         |         |     | \$40 |        |  |           |  |       |      |  |        |  | \$50 |  | \$7       | \$20 |  |
| Employee plus Spouse                  | \$29 |      | \$33        | \$29 | \$18 |         |         |     | \$48 |        |  |           |  |       |      |  |        |  | \$59 |  | \$7       | \$20 |  |
| Employee plus Family                  | \$29 |      | \$47        | \$51 | \$42 |         |         |     | \$60 |        |  |           |  |       |      |  |        |  | \$64 |  | \$7       | \$20 |  |
| Monthly Premiums - Employee Paid (\$) |      |      |             |      |      |         |         |     |      |        |  |           |  |       |      |  |        |  |      |  |           |      |  |
| Employee Only                         | \$3  |      | \$1         | \$5  | \$0  |         |         |     | \$7  |        |  | \$0       |  | 0     | 0    |  | \$0    |  | \$5  |  | \$0       | \$0  |  |
| Employee plus Children                | \$34 |      | \$18        |      |      |         |         |     | \$13 |        |  | \$15      |  | \$13  | \$43 |  |        |  | \$18 |  | \$5       | \$20 |  |
| Employee plus Spouse                  | \$36 |      | \$16        | \$21 | \$5  |         |         |     | \$15 |        |  | \$15      |  | \$13  | \$28 |  |        |  | \$12 |  | \$6       | \$24 |  |
| Employee plus Family                  | \$75 |      | \$30        | \$49 | \$16 |         |         |     | \$19 |        |  | \$20      |  | \$26  | \$71 |  | \$30   |  | \$20 |  | \$10      | \$47 |  |

\*In-network Medical deductible only  
\*\* Did not receive complete information



# City of Colleyville City Council Agenda Briefing

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

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**Agenda Number** 4c

**Agenda Date** 07/21/2015

**Number**

**Type** Resolution

**Department** Public Works

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## **Title**

Approval of a change order to the SH26 Reconstruction Project in the amount of \$109,204.67 for construction of the Cotton Belt Trail from the bridge over Big Bear Creek to the south end of the retaining wall on SH26, and authorize the city manager to execute the change order

## **Strategy Map Connection**

B2- Proactively seek process improvements and sustainable solutions

C2- Deliver high quality and unique customer service

F2- Invest to provide and maintain high quality public assets

## **Explanation**

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

On May 17, 2011, City Council approved Resolution R-11-3362 (attached) which authorized the Mayor to execute a Local Transportation Project Advance Funding Agreement (attached) with the Texas Department of Transportation (TxDOT) for the construction of SH26 from Pool/Brumlow to John McCain Road, and capped the total payment by the local government at \$5,070,000 which includes "widening the road from four (4) lanes to six (6) lanes including curbs, gutter, storm sewer, bridges, and upgrading the signal system."

Attached is a Third Party Notification of Funding Sheet for Change Order #25, which is for Colleyville's portion of the construction of the Cotton Belt Trail from the bridge over Big Bear Creek to the end of the retaining wall. Construction of the Cotton Belt Trail was not included in the Advanced Funding Agreement with TxDOT and the cost of the trail is the responsibility of the City. This change order was negotiated by TxDOT with AUI, Inc., the contractor, in the amount of \$109,204.67, and must be approved by the City of Colleyville before construction of the trail can begin. The total cost of the trail, to be constructed by AUI from Pool/Brumlow to the south end of the retaining wall, is \$190,542.75, and is attached as Total Trail Cost Change Order No. 25 for the Cotton Belt Trail from Pool/Brumlow to the south end of the retaining wall. Grapevine will be executing a similar change order in the amount of \$81,333.08 for their portion of the trail north of the bridge over Big Bear Creek.

Construction on this phase of the Cotton Belt Trail is expected to begin immediately

and be completed before the end of August. The remaining piece of the Cotton Belt Trail that will pass through the newly acquired parcel at 6950 Colleyville Boulevard and connect to the existing Cotton Belt Trail west of the railroad tracks is currently under design and should be advertised for bids the first week in August. Construction is expected to begin in late August and the entire trail should be complete before the end of September 2015.

**Financial Impact**

Funding for this Phase of the Cotton Belt Trail is available in the Parkland Dedication Fund.

**Recommendation**

Approve

**Attachments**

1. Third Party Notification of Funding Sheet - Change Order #25 for Colleyville's portion of the Cotton Belt Trail from Big Bear Creek bridge to south of retaining wall
2. Resolution R-11-3362
3. Local Transportation Project Advance Funding Agreement
4. Total Trail Cost - Change Order Number 25 for the Cotton Belt Trail from Pool/Brumlow to the south end of the retaining wall





RESOLUTION R-11-3362

**A RESOLUTION APPROVING THE LOCAL TRANSPORTATION PROJECT  
ADVANCE FUNDING AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF  
TRANSPORTATION AND THE CITY OF COLLEYVILLE REGARDING FUNDING FOR  
THE RECONSTRUCTION OF COLLEYVILLE BOULEVARD (SH26) FROM  
BRUMLOW/POOL ROAD IN THE CITY OF GRAPEVINE TO 1,000 FEET SOUTH OF  
JOHN MCCAIN ROAD IN THE CITY OF COLLEYVILLE**

**WHEREAS,** the Texas Department of Transportation and the City of Colleyville have entered into an agreement for funding the reconstruction of Colleyville Boulevard (SH26) from Brumlow/Pool Road in the City of Grapevine to John McCain Road in Colleyville; and

**WHEREAS,** a Master Agreement Governing Local Transportation Project Advance Funding Agreements between the Texas Department of Transportation and the City of Colleyville has been adopted, effective April 17, 2000, and states the general terms and conditions for transportation project development through this Local Transportation Project Advance Funding Agreement; and

**WHEREAS,** the amount of funding provided by the City of Colleyville will be limited to the fixed amount of \$5,070,000 as identified in Attachment C; and

**WHEREAS,** this agreement shall take effect upon full execution of a Local Project Advance Funding Agreement between all said parties.

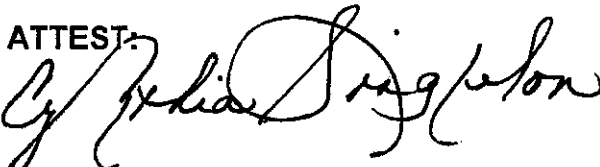
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS:**

Sec. 1. THAT the Local Project Advance Funding Agreement, attached as Exhibit "A", is hereby approved.

**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF 5 AYES, 2 NAYS AND 0 ABSTENTIONS ON  
THIS THE 17<sup>th</sup> DAY OF May 2011.

ATTEST:



Cynthia Singleton, TRMC, CMC  
City Secretary

CITY OF COLLEYVILLE



David Kelly  
Mayor

STATE OF TEXAS     §

COUNTY OF TRAVIS   §

**LOCAL TRANSPORTATION PROJECT  
ADVANCE FUNDING AGREEMENT  
For an STP-MM Project  
(On State System)**

**THIS Local Project Advance Funding Agreement (LPAFA)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the City of Colleyville, acting by and through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, a Master Agreement Governing Local Transportation Project Advance Funding Agreements (MAFA) between the Local Government and the State has been adopted, effective April 17, 2000, and states the general terms and conditions for transportation projects developed through this LPAFA; and,

**WHEREAS**, the Texas Transportation Commission passed Minute Order 112237 that provides for the development of, and funding for, the Project described herein; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance attached to and made a part of this agreement as Attachment A for development of the specific project, which is identified in the location map shown as Attachment B.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**AGREEMENT**

**1. Period of the Agreement**

The period of this LPAFA is as stated in the MAFA, without exception.

**2. Termination of this LPAFA**

Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception, and may be terminated by the State if the project is inactive for 36 months or longer and no expenditures have been charged against federal funds.

**3. Amendments**

Amendments to this LPAFA shall be made as described in the MAFA, without exception.

**4. Scope of Work**

The scope of work and project limits for this LPAFA are described as the widening of SH 26 from Brumlow/Pool to John McCain from 4 lanes to 6 lanes including Curb, Gutter, Storm Sewer, Bridges, and Upgrading the signal system.

**5. Right of Way and Real Property**

Right of Way and Real Property shall be acquired under one of the following procedures (check either A. or B.):

A. X **Purchase by the State.** Acquisition of right of way shall be the responsibility of the State, as stated in the MAFA, without exception, unless otherwise provided in Special Provisions and/or Attachment C. A warrant or check in the amount of the Local Government's estimated participation as reflected in Attachment C, shall be made payable to the Texas Department of Transportation and transmitted to the State prior to release of the Project by Right of Way Division, or within thirty (30) days from receipt of the State's written notification, whichever is earlier.

**OR**

B.      **Purchase by the Local Government for the State.** Acquisition of right of way shall be the responsibility of the Local Government, as stated in the MAFA, without exception, unless otherwise provided in Special Provisions and/or Attachment C.

6. Donations of real property may be credited to the Local Government's funding obligation for cost of right of way to be acquired for this Project. This section shall apply only to projects for which there is no federal financial assistance and for which the State is responsible for acquisition of the right of way. Credit for all real property, other than property which is already dedicated and/or in use as a public road, donated by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this LPAFA. The fair market value shall not include increases or decreases in value caused by the Project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. Such documentation shall include an appraisal of the property by a qualified appraiser, unless the Local Government determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the fair market value is estimated at no more than \$10,000.00. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers. Credit shall be given only for property transferred at no cost to the State after the effective date of this LPAFA and the State's issuance of a letter of funding authority, and only for property which is necessary to complete this Project. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this Project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this LPAFA, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its donation credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

**7. Utilities**

Adjustment of eligible utilities and payment of costs associated with such adjustment shall be provided by X the State (or)      Local Government (check the applicable party) and shall be in accordance with provisions set forth in the MAFA.

**8. Environmental Assessment and Mitigation**

Environmental Assessment and Mitigation will be carried out as stated in the Master Agreement, without exception.

**9. Compliance with Texas Accessibility Standards and ADA**

Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the MAFA, without exception.

**10. Architectural and Engineering Services**

Architectural and Engineering Services will be provided by the State, as stated in the MAFA , without exception. The State is responsible for performance of any required architectural or preliminary engineering work. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. The Local Government may review and comment on the work as required to accomplish the public purposes of the State. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by State and Federal law.

**11. Construction Responsibilities**

Construction Responsibilities will be carried out by the State, as stated in the MAFA, without exception.

**12. Project Maintenance**

Project Maintenance will be undertaken as provided for in the MAFA, without exception.

**13. Local Project Sources and Uses of Funds**

A. Project Cost Estimate: A Project Cost Estimate is provided in Attachment C. The State and the Federal Government will not reimburse the Local Government for any work performed before the issuance of a formal Letter of Authority by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the Federal spending authority is formally issued. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee

the Project.

- B. A Source of Funds estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amount to be contributed to the project by federal, state, and local sources.
- C. All right of way Project cost overruns shall be shared in the same cost participation ratios as apply under this Agreement to the applicable cost category. Other overruns are as stated in the MAFA.
- D. The State, without cost to the Local Government, will do the necessary preliminary engineering. For purposes of this Agreement, preliminary engineering includes design schematics, property descriptions, parcel plats and right of way maps.
- E. Unless otherwise provided for in this Agreement, payment is as stated in the MAFA. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- F. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
- G. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.
- H. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- I. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- K. The Local Government is authorized to submit requests for reimbursement no later than

ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

#### **14. Document and Information Exchange**

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### **15. Incorporation of Master Agreement Provisions**

This LPAFA incorporates all relevant provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically accepted in this agreement. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

#### **16. Insurance**

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

#### **17. Debarment Certification**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

#### **18. Cost Principles and Office of Management and Budget (OMB) Audit Requirements**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**19. Civil Rights Compliance**

The Local Government shall comply with the regulations of the Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**20. Disadvantaged Business Enterprise (DBE) Program Requirements**

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

- A. Each financial assistance agreement signed by the Local Government and a DOT operating administration (or a primary recipient) must include the following assurance: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure non-discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- B. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**21. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient or sub-recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

- B. sub-awards greater than \$25,000, the Local Government, as a recipient of federal funding,



agrees that it shall:

1. Obtain and provide to the State and the Federal government, a Central Contracting Registry (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). The CCR number may be obtained by visiting the CCR web site whose address is: <https://www.bpn.gov/ccr/default.aspx> ;
2. Obtain and provide to the State and the federal government, a Data Universal Numbering System or DUNS number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top executives to the State and federal government if:
  - (i.) more than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and
  - (ii.) Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

## 22. Single Audit Report

- A. The Local Government is required to comply with federal (OMB A-133) and/or state (State of Texas Single Audit Circular) requirements.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year ending, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East Eleventh Street, Austin, TX 78701 or via e-mail to [Virgie.Rodriguez@TxDOT.gov](mailto:Virgie.Rodriguez@TxDOT.gov)
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year ending, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."

## 23. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

## 24. Special Provisions

N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

CSJ #363-01-136  
District # 02-Fort Worth  
Code Chart 64 #09100  
Project: SH 26  
Federal Highway Administration  
CFDA #20.205  
Not Research and Development

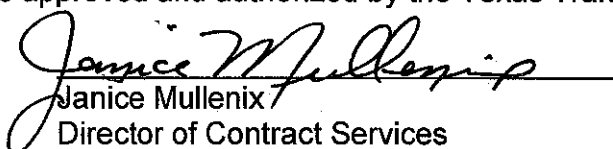
**THE LOCAL GOVERNMENT**

Colleyville City Council

By:  MAY 17 2011  
(Signature)  
Printed Name David Kelly Approved  
Title: Mayor  
Date: May 27, 2011

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:   
Janice Mullenix  
Director of Contract Services  
Texas Department of Transportation  
Date: July 15, 2011

CSJ #363-01-136  
District # 02-Fort Worth  
Code Chart 64 #09100  
Project: SH 26  
Federal Highway Administration  
CFDA #20.205  
Not Research and Development

**ATTACHMENT A**  
**RESOLUTION OF LOCAL GOVERNMENT**  
**APPROVING THIS LPAFA**

**SEE ATTACHED**

RESOLUTION R-11-3362

**A RESOLUTION APPROVING THE LOCAL TRANSPORTATION PROJECT  
ADVANCE FUNDING AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF  
TRANSPORTATION AND THE CITY OF COLLEYVILLE REGARDING FUNDING FOR  
THE RECONSTRUCTION OF COLLEYVILLE BOULEVARD (SH26) FROM  
BRUMLOW/POOL ROAD IN THE CITY OF GRAPEVINE TO 1,000 FEET SOUTH OF  
JOHN MCCAIN ROAD IN THE CITY OF COLLEYVILLE**

**WHEREAS**, the Texas Department of Transportation and the City of Colleyville have entered into an agreement for funding the reconstruction of Colleyville Boulevard (SH26) from Brumlow/Pool Road in the City of Grapevine to John McCain Road in Colleyville; and

**WHEREAS**, a Master Agreement Governing Local Transportation Project Advance Funding Agreements between the Texas Department of Transportation and the City of Colleyville has been adopted, effective April 17, 2000, and states the general terms and conditions for transportation project development through this Local Transportation Project Advance Funding Agreement; and

**WHEREAS**, the amount of funding provided by the City of Colleyville will be limited to the fixed amount of \$5,070,000 as identified in Attachment C; and

**WHEREAS**, this agreement shall take effect upon full execution of a Local Project Advance Funding Agreement between all said parties.

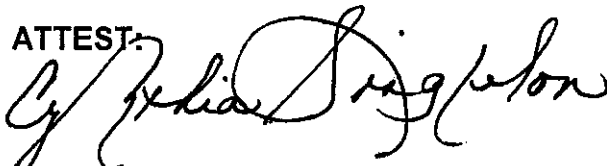
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS:**

Sec. 1. THAT the Local Project Advance Funding Agreement, attached as Exhibit "A", is hereby approved.

**AND IT IS SO RESOLVED.**

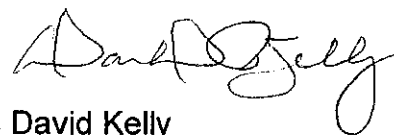
APPROVED BY A VOTE OF 5 AYES, 2 NAYS AND 0 ABSTENTIONS ON  
THIS THE 17<sup>th</sup> DAY OF May 2011.

ATTEST:



Cynthia Singleton, TRMC, CMC  
City Secretary

CITY OF COLLEYVILLE



David Kelly  
Mayor

CSJ #363-01-136

District # 02-Fort Worth

Code Chart 64 #09100

Project: SH 26

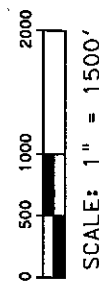
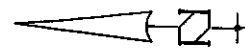
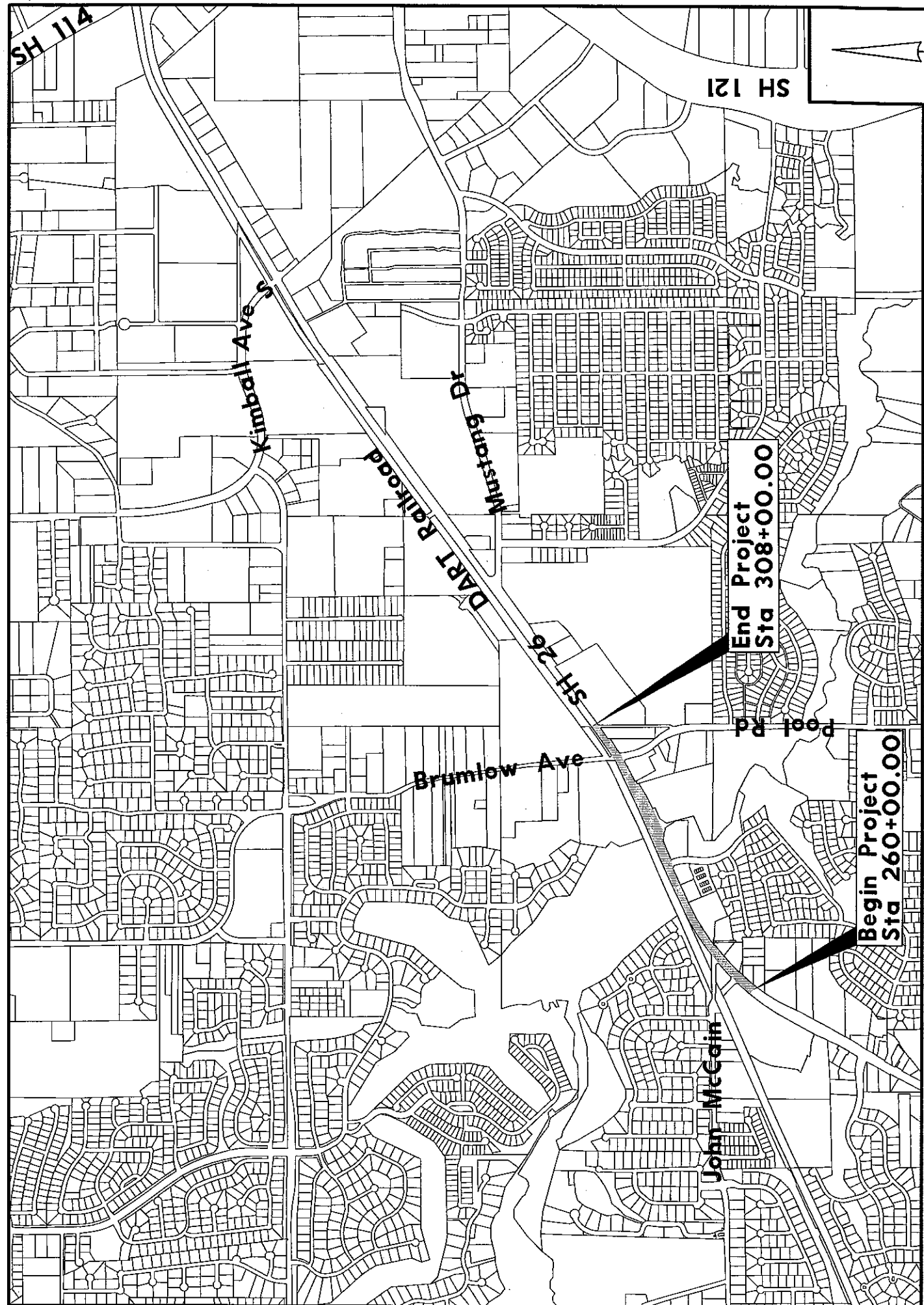
Federal Highway Administration

CFDA #20.205

Not Research and Development

**ATTACHMENT B**  
**PROJECT LOCATION MAP**

**SEE ATTACHED**



# Location Map

CSJ #363-01-136  
 District # 02-Fort Worth  
 Code Chart 64 #09100  
 Project: SH 26  
 Federal Highway Administration  
 CFDA #20.205  
 Not Research and Development

**ATTACHMENT C**  
**BUDGET ESTIMATE AND SOURCE OF FUNDS**

**On-System Standard AFA**  
**State Performs Work, Cost Split**

| Description                                   | Total Estimated Cost | Federal Participation |                  | State Participation |                    | Local Participation |                    |
|-----------------------------------------------|----------------------|-----------------------|------------------|---------------------|--------------------|---------------------|--------------------|
|                                               |                      | %                     | Cost             | %                   | Cost               | %                   | Cost               |
| Engineering (by State)                        | \$0                  | 0%                    | \$0              | 0%                  | \$0                | 0%                  | \$0                |
| Construction – Cat 10 (by State)              | \$1,005,000          | 80%                   | \$804,000        | 20%                 | \$201,000          | 0%                  | \$0                |
| Construction - Fixed (by Local)               | \$5,070,000          | 0%                    | \$0              | 0%                  | \$0                | 100%                | \$5,070,000        |
| Subtotal                                      | \$6,075,000          | 0%                    | \$804,000        | 0%                  | \$201,000          | 0%                  | \$5,070,000        |
| Engineering Phase Direct State Costs          | \$0                  | 0%                    | \$0              | 0%                  | \$0                | 0%                  | \$0                |
| Construction Phase Direct State Costs @ 14.5% | \$880,875            | 0%                    | \$0              | 100%                | \$880,875          | 0%                  | \$0                |
| Indirect State Costs @ 6.20%                  | \$314,340            | 0%                    | \$0              | 100%                | \$314,340          | 0%                  | \$0                |
| <b>TOTAL</b>                                  | <b>\$7,270,215</b>   | <b>0%</b>             | <b>\$804,000</b> | <b>0%</b>           | <b>\$1,396,215</b> | <b>0%</b>           | <b>\$5,070,000</b> |

**Local funds are fixed**  
 Total Payment by Local Government to State \$5,070,000.00



# Total Trail Cost-Change Order 25-Cotton Belt Trail from Pool/Brumlow to the south end of the retaining wall



CHANGE ORDER NBR.

25

REPORT DATE: 7/13/2015 10:30:11AM

**CONTRACT ID:** 036301136  
**PROJECT:** STP 1102(295)MM  
**CONTRACT:** 08113208  
**AWARD AMOUNT:** \$11,469,297.64  
**PROJECTED AMOUNT:** \$11,572,792.64  
**ADJ PROJECTED AMT:** \$12,623,793.62  
**PEND ADJ PROJ AMT:** \$12,623,793.62  
**CONTRACTOR:** AUI CONTRACTORS, LLC  
**CO AMOUNT:** \$190,542.75  
**CO TYPE:** STATE LETTER OF AUTH - NON- PART  
**3RD PARTY AMOUNT:** \$0.00  
**APPRV LEVEL:** OVERRIDE

**HIGHWAY:** SH 26  
**DISTRICT:** 02  
**COUNTY:** TARRANT  
**AREA ENGINEER:** Minh Tran, P.E.  
**AREA NUMBER:** 052

**DESCRIPTION:** HIKE & BIKE TRAIL ADDITION  
**REASON:** 4B - 4B-3RD PARTY REQUEST FOR ADDITIONAL WORK  
**SECONDARY REASON(S):**

**TIME EXT.#:** 3 and Days adjusted on the C. O. 30

## Functions:

- |                                                      |                                                |
|------------------------------------------------------|------------------------------------------------|
| <input checked="" type="checkbox"/> Extra Work       | <input type="checkbox"/> Force Account         |
| <input type="checkbox"/> Zero Dollar                 | <input type="checkbox"/> Final Quantity        |
| <input checked="" type="checkbox"/> Overrun/Underrun | <input type="checkbox"/> Change Project Limits |
| <input checked="" type="checkbox"/> Time Adjustment  | <input type="checkbox"/> Delete/Add CSJ        |
| <input type="checkbox"/> Stock Account               |                                                |

**DESCRIBE THE REASON FOR THE CHANGE ORDER AND WHAT IS BEING CHANGED. WHEN NECESSARY, INCLUDE EXCEPTIONS TO THIS AGREEMENT:**

LIMITS: Entire Project

This Change Order is necessary to compensate the Contractor for installing additional work (Hike & Bike Trail) requested by the Cities of Colleyville and Grapevine after the letting of the project.

This Change order will be 100% funded by the before mentioned municipalities.

| TIME ADJUSTMENTS | ADJUSTED DAYS | EXPLANATION                                                                                                                                                                                                                             |
|------------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CONTRACT         | 30            | Additional Days added for added items of work. The Time and Overhead have been negotiated with all the stakeholders and no additional compensation or time will be requested or expected as a result of these additional items of work. |

"By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change and that this agreement is made in accordance Item 4 and the Contract. Exceptions should be noted in explanation above."

## THE CONTRACTOR

**BY:** \_\_\_\_\_  
 \_\_\_\_\_  
 TYPED/PRINTED NAME: \_\_\_\_\_  
 \_\_\_\_\_  
 TYPED/PRINTED TITLE: \_\_\_\_\_  
 \_\_\_\_\_  
**AREA ENGINEER:** \_\_\_\_\_  
 \_\_\_\_\_  
**AREA ENGINEER'S SEAL:**

**DISTRICT ENGINEER:** \_\_\_\_\_  
 \_\_\_\_\_  
**DIRECTOR, CONSTRUCTION DIVISION:** \_\_\_\_\_  
 \_\_\_\_\_  
**DEPUTY EXECUTIVE DIRECTOR:** \_\_\_\_\_  
 \_\_\_\_\_  
**FHWA:** \_\_\_\_\_  
 \_\_\_\_\_

CONTRACT ID 036301136

CHANGE ORDER NBR. 25

Page 2 of 3

## CONTRACT ITEMS

PROJECT NBR 036301136

| CATG<br>NBR | LINE<br>ITEM | ITEM<br>CODE                             | SP<br>NBR | DESCRIPTION                                                                                      | UNIT | UNIT<br>PRICE | ORIG + PREV<br>REV QTY | QTY<br>THIS CO | NEW<br>QTY | AMOUNT<br>THIS CO |
|-------------|--------------|------------------------------------------|-----------|--------------------------------------------------------------------------------------------------|------|---------------|------------------------|----------------|------------|-------------------|
| 001         | 0087         | 01042036<br>CO DESCR<br>ADDTL CO DESCR 1 |           | REMOVING CONC (SIDEWALK OR RAMP)<br>REMOVING CONC (SIDEWALK OR RAMP)(UOM:SY)<br>Change Order #11 | SY   | 7.24000       | 275.000                | 39.300         | 314.300    | \$284.53          |
| 001         | 0101         | 01322004<br>ADDTL CO DESCR 1             | 900       | EMBANKMENT (FINAL)(DENS CONT)(TY B)<br>Chnage Order #25 (UOM: CY)                                | CY   | 9.93000       | 0.000                  | 539.000        | 539.000    | \$5,352.27        |
| 001         | 0105         | 01612002                                 | 006       | COMPOST MANUF TOPSOIL (BOS) (4")                                                                 | SY   | 1.00000       | 14,935.100             | -1,692.000     | 13,243.100 | -\$1,692.00       |
| 001         | 0110         | 01642026                                 | 002       | CELL FBR MLCH SEED(PERM)(URBAN)(SANDY)                                                           | AC   | 1,500.00000   | 3.086                  | -0.350         | 2.736      | -\$525.00         |
| 001         | 0115         | 01642030                                 | 002       | CELL FBR MLCH SEED(TEMP)(WARM)                                                                   | AC   | 1,200.00000   | 1.543                  | -0.175         | 1.368      | -\$210.00         |
| 001         | 0120         | 01642032                                 | 002       | CELL FBR MLCH SEED(TEMP)(COOL)                                                                   | AC   | 1,300.00000   | 1.543                  | -0.175         | 1.368      | -\$227.50         |
| 001         | 0491         | 05006001<br>ADDTL CO DESCR 1             |           | MOBILIZATION<br>Change Order #25 (UOM: LS)                                                       | LS   | 12,386.56000  | 0.000                  | 1.000          | 1.000      | \$12,386.56       |
| 001         | 0495         | 05022001<br>CO DESCR                     | 033       | BARRICADES, SIGNS AND TRAFFIC HANDLING<br>Change Order #25                                       | MO   | 2,200.00000   | 22.000                 | 1.000          | 23.000     | \$2,200.00        |
| 001         | 0606         | 05312007<br>ADDTL CO DESCR 1             |           | CURB RAMPS (TY 3)<br>Change Order #25 (UOM: EA)                                                  | EA   | 1,310.00000   | 0.000                  | 1.000          | 1.000      | \$1,310.00        |
| 001         | 0610         | 05312008                                 | 006       | CURB RAMPS (TY 4)                                                                                | EA   | 1,000.00000   | 1.000                  | -1.000         | 0.000      | -\$1,000.00       |
| 001         | 0611         | 05312009<br>ADDTL CO DESCR 1             |           | CURB RAMPS (TY 6)<br>Change Order #25 (UOM: EA)                                                  | EA   | 1,374.00000   | 0.000                  | 3.000          | 3.000      | \$4,122.00        |
| 001         | 0612         | 05312010<br>ADDTL CO DESCR 1             |           | CURB RAMPS (TY 7)<br>Change Order #25 (UOM: EA)                                                  | EA   | 1,238.00000   | 0.000                  | 3.000          | 3.000      | \$3,714.00        |
| 001         | 0620         | 05312012                                 | 006       | CURB RAMPS (TY 9)                                                                                | EA   | 1,000.00000   | 9.000                  | -1.000         | 8.000      | -\$1,000.00       |
| 001         | 0633         | 05312024<br>ADDTL CO DESCR 1             |           | CONC SIDEWALK (5")<br>Change Order #25 (UOM: SY)                                                 | SY   | 41.94000      | 0.000                  | 2,523.000      | 2,523.000  | \$105,814.62      |
| 001         | 0665         | 06182022<br>CO DESCR                     | 000       | CONDT (PVC) (SCHD 40) (3")<br>Change Order #25                                                   | LF   | 12.00000      | 160.000                | 37.000         | 197.000    | \$444.00          |
| 001         | 0685         | 06202009                                 | 001       | ELEC CONDR (NO. 6) BARE                                                                          | LF   | 1.38000       | 1,707.000              | 40.000         | 1,747.000  | \$55.20           |
| 001         | 0776         | 06662042<br>ADDTL CO DESCR 1             |           | REFL PAV MRK TY I (W) 12"(SLD)(100MIL)<br>Change Order #25 (UOM: LF)                             | LF   | 2.66000       | 0.000                  | 327.000        | 327.000    | \$869.82          |
| 001         | 0806         | 06662105<br>ADDTL CO DESCR 1             |           | REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)<br>Change Order #25 (UOM: LF)                            | LF   | 0.29000       | 0.000                  | 1,335.000      | 1,335.000  | \$387.15          |
| 001         | 0810         | 06662111                                 | 000       | REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)                                                           | LF   | 0.55000       | 9,462.000              | 51.000         | 9,513.000  | \$28.05           |
| 001         | 0891         | 06842008<br>ADDTL CO DESCR 1             |           | TRF SIG CBL (TY A) (12 AWG) ( 3 CONDR)<br>Change Order #25 (UOM: LF)                             | LF   | 1.12000       | 0.000                  | 177.000        | 177.000    | \$198.24          |

| CONTRACT ID         |      | 036301136        |     | CHANGE ORDER NBR.                   |     | 25           |         | Page 3 of 3  |             |
|---------------------|------|------------------|-----|-------------------------------------|-----|--------------|---------|--------------|-------------|
| 001                 | 0951 | 06872002         |     | PEDESTRIAN PUSH BUTTON POLE         | EA  | 1,200.00000  | 0.000   | 2.000        | 2,400.00    |
|                     |      | ADDTL CO DESCR 1 |     | Change Order #25 (UOM: EA)          |     |              |         |              |             |
| 001                 | 0975 | 60062002         | 000 | COAXIAL CABLE                       | LF  | 2.50000      | 438.000 | 40.000       | \$100.00    |
| 001                 | 1084 | 96082011         |     | UNIQUE CHANGE ORDER ITEM 11         | DOL | 3,430.81000  | 0.000   | 1.000        | \$3,430.81  |
|                     |      | ADDTL CO DESCR 1 |     | Change Order #25 (UOM: LS)          |     |              |         |              |             |
| 001                 | 1086 | 96082012         |     | UNIQUE CHANGE ORDER ITEM 12         | DOL | 52,100.00000 | 0.000   | 1.000        | \$52,100.00 |
|                     |      | ADDTL CO DESCR 1 |     | Chnage Order #25 Additonal Overhead |     |              |         |              |             |
| CHANGE ORDER AMOUNT |      |                  |     |                                     |     |              |         | \$190,542.75 |             |



# City of Colleyville City Council Agenda Briefing

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

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**Agenda Number** 5a

**Agenda Date** 07/21/2015

**Number** Ordinance O-15-1961

**Type** Ordinance

**Department** Community Development

---

## **Title**

Consideration of a zoning change from the R-40-Single Family Residential zoning district to the R-20-Single Family Residential zoning district on Lots 23A and 23D, Block 1, of the Westcoat Place Addition, located at 5805 Bettinger Drive, Case ZC15-010

## **Strategy Map Connection**

There is no strategy map connection for this item.

## **Explanation**

### ***Second Reading and Public Hearing***

There were no speakers regarding this item at the July 7, 2015 City Council meeting.

### ***First Reading and Public Hearing***

Sam Noel, the applicant, has submitted a request to change the zoning on 0.474 acres, located at 5805 Bettinger Drive. The applicant is requesting to rezone the property from the R-40-Single Family Residential zoning district to the R-20-Single Family Residential zoning district. The applicant is seeking a zoning change in order to reduce setbacks for future redevelopment.

**Existing Conditions.** The subject property is currently platted as Lots 23A and 23D of the Westcoat Place Addition. A subsequent replat will be required in order to create a single lot and accommodate the construction of a new residence. The lot is 20,630 square feet in size and does not meet the R-40 zoning district's minimum area of 40,000 square feet. The property presently contains a single family home.

**Statement of Planning Objectives.** The applicant intends to demolish the existing residence and construct a new home.

**Lot Dimensions and Setbacks.** Per Section 3.24 G, Schedule of District Regulations in the Land Development Code, the R-20 zoning regulations require a minimum lot size of 20,000 square feet with a minimum lot width of 100 feet and lot depth of 125 feet. The following additional standards are applicable to the R-20 zoning designation:

Minimum Front Yard Setback: 30 feet

Minimum Side Yard Setbacks: 10 feet

Minimum Rear Yard Setback: 25 feet  
Maximum Lot Coverage: 30 percent

The proposed conceptual plan does not meet the minimum standards of the Land Development Code for the R-20 zoning district, as it is currently two lots totaling 20,630 square feet. A subsequent replat is required in order to combine the lots into one. A waiver request for the lot width of 80 feet, as opposed to the 100-foot required, would also need to be granted by the Planning and Zoning Commission with the replat.

Section 9.11 of the Land Development Code stipulates that "double frontage and reversed frontage lots shall be avoided except where necessary to provide separation of residential development from a collector street or to overcome specific disadvantages of topography and orientation". While this provision would be applicable to a new subdivision, the lot configuration is already established. However, the ordinance further states that "the City may require that a notation be placed on the plat to limit the facing of main structures or to limit driveway access from a collector street". Accordingly, staff has advised the applicant that the plat will be required to restrict access onto L.D. Lockett Road and the new home be oriented to face Bettinger Drive, consistent with the adjacent residences.

**Surrounding Development Trends.** The properties to the north, south, and west are zoned R-40-Single Family Residential and developed with single family detached homes. Land to the east is zoned R-15-Single Family Residential and R-20-Single Family Residential and developed with single family detached homes.

**Master Plan.** The Future Land Use Plan designates the subject property for single family residential uses. The proposed rezoning is consistent with the Future Land Use Plan.

**Public Notification.** Staff mailed notices to 13 property owners within 200 feet as well as any Homeowners Associations within 500 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. To date, no correspondence has been received.

**Planning and Zoning Commission Recommendation.** The Planning and Zoning Commission recommended approval of this request by a vote of 6-0 at the June 8, 2015 meeting.

**Summary.** The proposed zoning change is consistent with the Future Land Use Plan, which designates the subject property as single family residential uses. The existing lot is located near larger lots. Although the requested R-20 zoning is not the same as the majority of surrounding properties, the proposed designation is more consistent with

the existing lot size of 0.474 acres (20,630 square feet). The requested zoning designation would continue to ensure the property does not increase in density. Staff recommends approval of the rezoning request.

**Financial Impact**

There is no financial impact to the City.

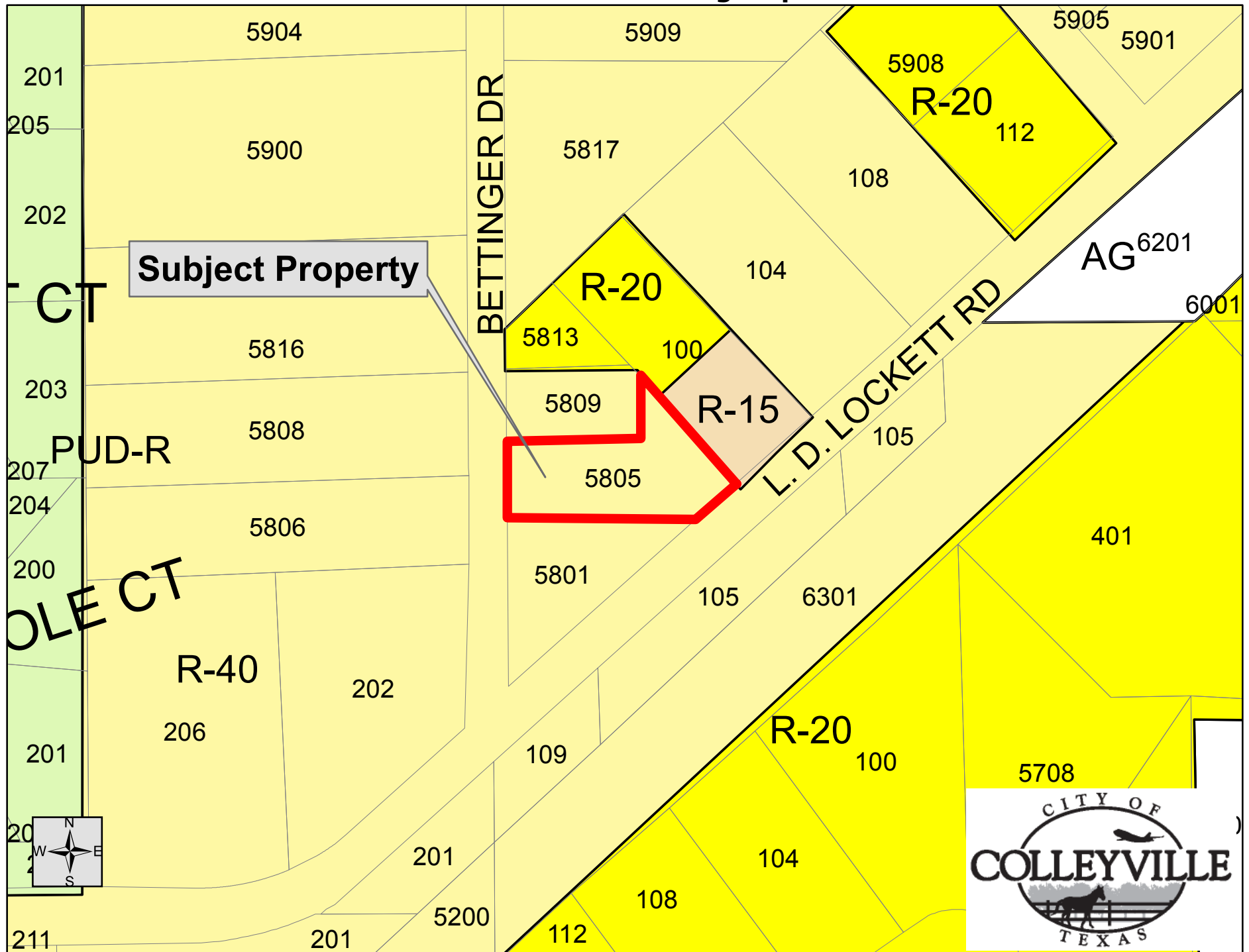
**Recommendation**

Approve

**Attachments**

1. Location and Zoning Map
2. Aerial
3. Future Land Use Map
4. Buffer Map
5. Notification List
6. Zoning Exhibit
7. Ordinance O-15-1961

# Location and Zoning Map



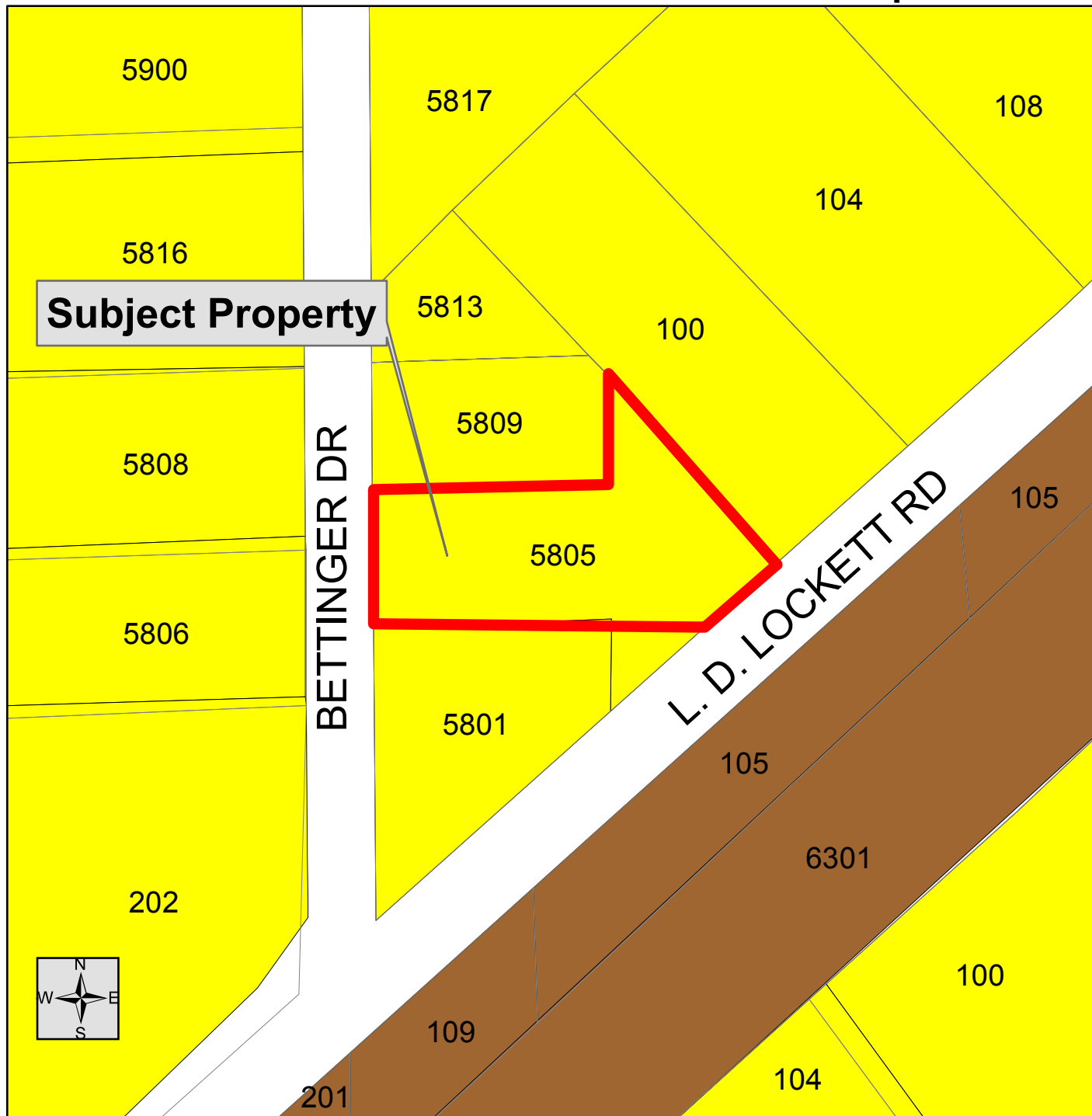


# Aerial





# Future Land Use Map



## Legend

-  Subject Property
-  Parcels
-  Single Family
-  Multi-Family
-  Office
-  Retail
-  Institutional
-  Industrial
-  Roadway
-  Utilities
-  Parks
-  Private Open Space
-  Water



The map displays a grid of property lots with various lot numbers. A red circle highlights a specific area of interest, which includes Lot 5805 (the subject property) and several adjacent lots. The streets shown are Bettinger Dr, L. D. Lockett Rd, and L. D. Lockett Rd. A compass rose is located in the bottom left corner.

## Legend

-  Properties within 200 feet
-  Subject Property
-  Parcels

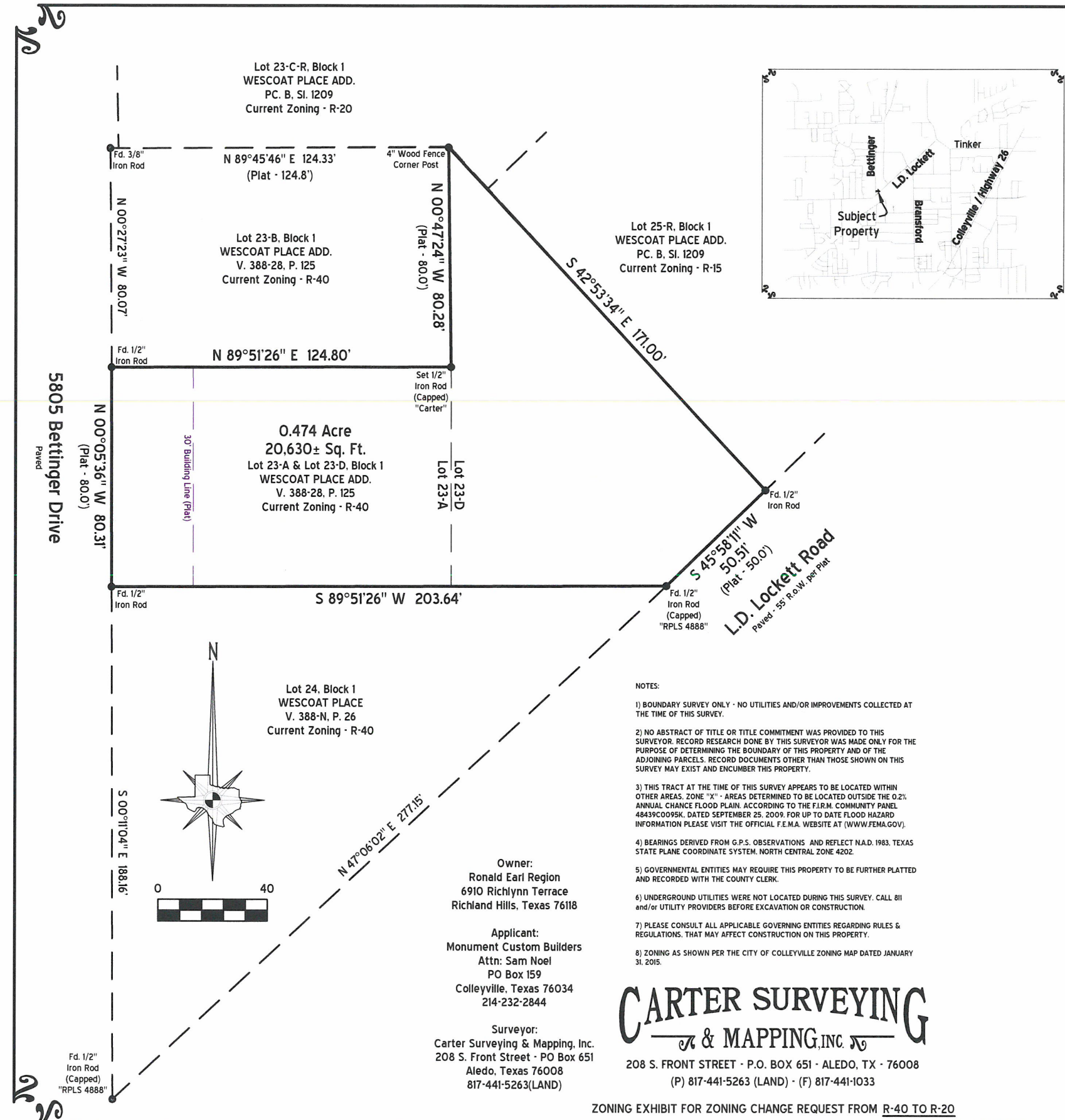


## Notification List

| Owner Name                     | Owner Address        | Owner City  | Owner State | Owner Zip | Situs Address        |
|--------------------------------|----------------------|-------------|-------------|-----------|----------------------|
| BOX DON M ETAL                 | 5801 BETTINGER DR    | COLLEYVILLE | TX          | 76034     | 5801 BETTINGER DR    |
| REGION RONALD EARL             | PO BOX 822337        | FORT WORTH  | TX          | 76137     | 5805 BETTINGER DR    |
| MILLER TRACY RAY               | 5806 BETTINGER DR    | Colleyville | TX          | 76034     | 5806 BETTINGER DR    |
| ONCOR ELECTRIC DELIVERY CO LLC | PO BOX 219071        | DALLAS      | TX          | 75221     | 105 W L D LOCKETT RD |
| BULLOCK PATRICIA               | 5808 BETTINGER DR    | COLLEYVILLE | TX          | 76034     | 5808 BETTINGER DR    |
| STEPHENS JOE                   | 5816 BETTINGER DR    | COLLEYVILLE | TX          | 76034     | 5816 BETTINGER DR    |
| MONTGOMERY ROBERT G            | 202 W LD LOCKETT RD  | COLLEYVILLE | TX          | 76034     | 202 W L D LOCKETT RD |
| PRICE G                        | 5817 BETTINGER DR    | COLLEYVILLE | TX          | 76034     | 5817 BETTINGER DR    |
| GILLHAM LINDA                  | 100 W LD LOCKETT RD  | COLLEYVILLE | TX          | 76034     | 100 W L D LOCKETT RD |
| ISHAK ASHRAF Z                 | 104 W LD LOCKETT RD  | COLLEYVILLE | TX          | 76034     | 104 W L D LOCKETT RD |
| ELKINS J D                     | 5809 BETTINGER DR    | COLLEYVILLE | TX          | 76034     | 5809 BETTINGER DR    |
| PELTON LINDA A                 | 5813 BETTINGER DR    | COLLEYVILLE | TX          | 76034     | 5813 BETTINGER DR    |
| REGIONAL RAIL ROW CO           | PO BOX 660163        | DALLAS      | TX          | 75266     | 6301 L D LOCKETT RD  |
| Grapevine Colleyville ISD      | 3051 Ira E Woods Ave | Grapevine   | TX          | 76051     | State Law Req.       |
| Remington Park HOA             | 305 Polo Trail       | COLLEYVILLE | TX          | 76034     | Courtesy Notice      |
| Sam Noel                       | 2404 Arbor Gate Lane | Colleyville | TX          | 76034     | Applicant            |

Public hearing notices were mailed  
Thurs., May 28, 2015 by Taci Wrisley

Zoning Exhibit



BOUNDARY SURVEY

OF LOT 23-A & LOT 23-D, BLOCK 1, WESCOAT PLACE ADDITION, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS.

ACCORDING TO THE PLAT AS RECORDED IN VOLUME 388-28, PAGE 125, PLAT RECORDS OF TARRANT COUNTY, TEXAS.

I, KYLE RUCKER, R.P.L.S. NO. 6444, DO CERTIFY THAT THE ABOVE DESCRIBED PROPERTY WAS SURVEYED ON THE GROUND; BY ME OR UNDER MY DIRECT SUPERVISION; VISIBLE CONFLICTS, ENCROACHMENTS, AND OVERLAPS ARE AS SHOWN ON THIS PLAT OR MAP ATTACHED HERETO; THE AREA AND BOUNDARY WERE DETERMINED WITH RESPECT TO RECORDED REFERENCES AS SHOWN; AND THE INFORMATION PRESENTED IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE. IN ADDITION, IS NOT INTENDED TO EXPRESS OR IMPLY WARRANTY OR GUARANTEE OF OWNERSHIP AND THIS SURVEY IS SUBJECT TO ALL APPLICABLE COPYRIGHT LAWS FROM THE DATE OF THIS SURVEY. TO PROTECT ALL PARTIES INVOLVED, THIS SURVEY IS ONLY VALID IF ORIGINAL SEAL & SIGNATURE APPEAR ON THE FACE OF THIS SURVEY IN BLUE INK.

*Kyle Rucker*  
KYLE RUCKER, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6444  
CARTER SURVEYING & MAPPING, 208 S. FRONT STREET, ALEDO, TX 76008  
AN01459 - APRIL 20, 2015



PROPOSED R-20 DESCRIPTION

Of a 0.474 acre (20,630 Sq. Ft.) acres tract of land out of BLOCK 1, WESCOAT PLACE ADDITION, an addition to the City of Colleyville, Tarrant County, Texas: being all of LOT 23-A & LOT 23-D, Block 1 WESCOAT PLACE ADDITION, according to the plat as recorded in Volume 388-28, Page 125, Plat Records, Tarrant County, Texas: being further described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod in the east line of Bettenger Drive, a paved surface, at the westerly common corner of said LOT 23-A & LOT 24, BLOCK 1, WESCOAT PLACE, according to the plat as recorded in Volume 388-N, Page 26, P.R.T.C.T., for the southwest and beginning corner of this description. WHENCE a found 1/2" iron rod with plastic cap stamped "RPLS 4888" at the intersection of the east line of Bettenger Drive & the north line of L.D. Lockett Road bears S 00°11'04" E 188.16 feet.

THENCE N 00°05'36" W 80.31 feet along the east line of said Bettenger Drive to a found 1/2" iron rod at the westerly common corner LOT 23-B & said LOT 23-A, for the northwest corner of this description.

THENCE N 89°51'26" E 124.80 feet parallel to the north line of said LOT 24, to a set 1/2" iron rod with plastic cap for an ell corner of this description.

THENCE N 00°47'24" W 80.28 feet to a wood fence corner post, for the most northerly corner of this description.

THENCE S 42°53'34" E 171.00 feet to a found 1/2" iron rod in the north line of said L.D. Lockett Road, at the southeast corner of LOT 25-R, BLOCK 1, WESCOAT PLACE ADDITION, according to the plat as recorded in Plat Cabinet B, Slide 1209, P.R.T.C.T., for the northeast corner of this description.

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THENCE S 89°51'26" W 203.64 feet along the common line of said LOT 23-D, said LOT 23-A, & said LOT 24 to the POINT OF BEGINNING.

Bearings derived from G.P.S. observations performed by Carter Surveying & Mapping, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202.

- NOTES:
- 1) BOUNDARY SURVEY ONLY - NO UTILITIES AND/OR IMPROVEMENTS COLLECTED AT THE TIME OF THIS SURVEY.
  - 2) NO ABSTRACT OF TITLE OR TITLE COMMITMENT WAS PROVIDED TO THIS SURVEYOR. RECORD RESEARCH DONE BY THIS SURVEYOR WAS MADE ONLY FOR THE PURPOSE OF DETERMINING THE BOUNDARY OF THIS PROPERTY AND OF THE ADJOINING PARCELS. RECORD DOCUMENTS OTHER THAN THOSE SHOWN ON THIS SURVEY MAY EXIST AND ENCUMBER THIS PROPERTY.
  - 3) THIS TRACT AT THE TIME OF THIS SURVEY APPEARS TO BE LOCATED WITHIN OTHER AREAS, ZONE "X" - AREAS DETERMINED TO BE LOCATED OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN. ACCORDING TO THE F.I.R.M. COMMUNITY PANEL 48439C0095K, DATED SEPTEMBER 25, 2009. FOR UP TO DATE FLOOD HAZARD INFORMATION PLEASE VISIT THE OFFICIAL F.E.M.A. WEBSITE AT (WWW.FEMA.GOV).
  - 4) BEARINGS DERIVED FROM G.P.S. OBSERVATIONS, AND REFLECT N.A.D. 1983, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202.
  - 5) GOVERNMENTAL ENTITIES MAY REQUIRE THIS PROPERTY TO BE FURTHER PLATTED AND RECORDED WITH THE COUNTY CLERK.
  - 6) UNDERGROUND UTILITIES WERE NOT LOCATED DURING THIS SURVEY. CALL 811 and/or UTILITY PROVIDERS BEFORE EXCAVATION OR CONSTRUCTION.
  - 7) PLEASE CONSULT ALL APPLICABLE GOVERNING ENTITIES REGARDING RULES & REGULATIONS, THAT MAY AFFECT CONSTRUCTION ON THIS PROPERTY.
  - 8) ZONING AS SHOWN PER THE CITY OF COLLEYVILLE ZONING MAP DATED JANUARY 31, 2015.

Owner:  
Ronald Earl Region  
6910 Richlynn Terrace  
Richland Hills, Texas 76118

Applicant:  
Monument Custom Builders  
Attn: Sam Noel  
PO Box 159  
Colleyville, Texas 76034  
214-232-2844

Surveyor:  
Carter Surveying & Mapping, Inc.  
208 S. Front Street - PO Box 651  
Aledo, Texas 76008  
817-441-5263(LAND)

**CARTER SURVEYING**  
& MAPPING, INC.  
208 S. FRONT STREET - P.O. BOX 651 - ALEDO, TX - 76008  
(P) 817-441-5263 (LAND) - (F) 817-441-1033

## **ORDINANCE O-15-1961**

**AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 0.474 ACRES ON LOTS 23A AND 23D, BLOCK 1, OF THE WESTCOAT PLACE ADDITION, LOCATED AT 5805 BETTINGER DRIVE, FROM THE R-40-SINGLE FAMILY RESIDENTIAL ZONING DISTRICT TO THE R-20-SINGLE FAMILY RESIDENTIAL ZONING DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS,** the City of Colleyville has received an application for rezoning under Case ZC15-010; and

**WHEREAS,** the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to enact a new zoning ordinance; and

**WHEREAS,** the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be enforced therein and to recommend a new zoning ordinance; and

**WHEREAS,** the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan designed to lessen congestion in the streets; and to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and

**WHEREAS,** the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

**WHEREAS,** the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance



Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 0.474 acres on Lot 23A and 23D, Block 1, of the Westcoat Place Addition, located at 5805 Bettinger Drive, from the R-40-Single Family Residential zoning district to the R-20-Single Family Residential zoning district, as depicted in the attached Exhibit "A" and Exhibit "B".
- Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.



Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 7. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

**AND IT IS SO ORDERED.**

The first reading and public hearing being conducted on the 7<sup>th</sup> day of July 2015.

The second reading and public hearing being conducted on the 21<sup>st</sup> day of July 2015.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**ATTEST:**

**CITY OF COLLEYVILLE**

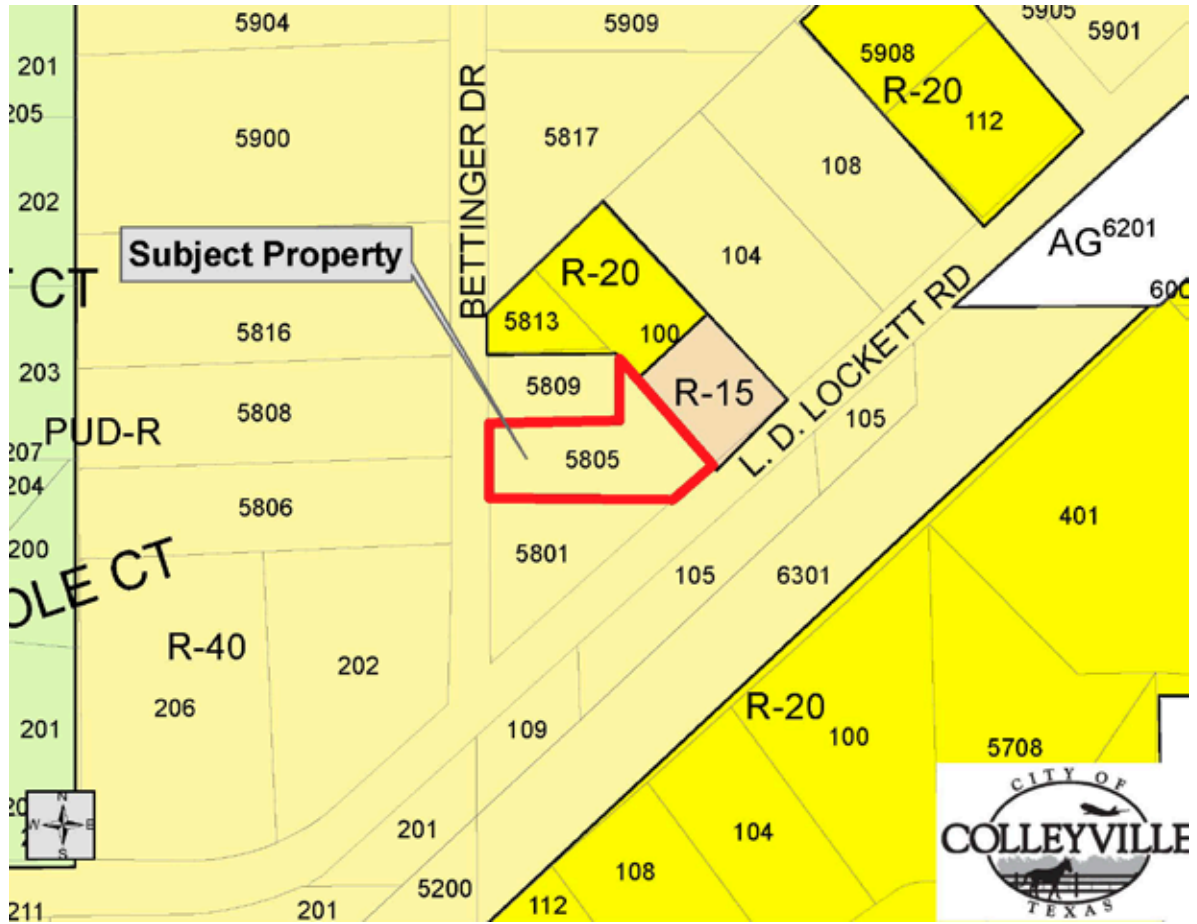
Amy Shelley, TRMC  
City Secretary

David Kelly  
Mayor

**APPROVED AS TO FORM AND LEGALITY:**

Matthew C. G. Boyle  
City Attorney

## Exhibit "A"- Location and Zoning Map



# Exhibit "B" – Zoning Exhibit

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*Kyle Rucker*  
KYLE RUCKER, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6444  
CARTER SURVEYING & MAPPING, 208 S. FRONT STREET, ALEDO, TX 76008  
AN0459 - APRIL 20, 2015



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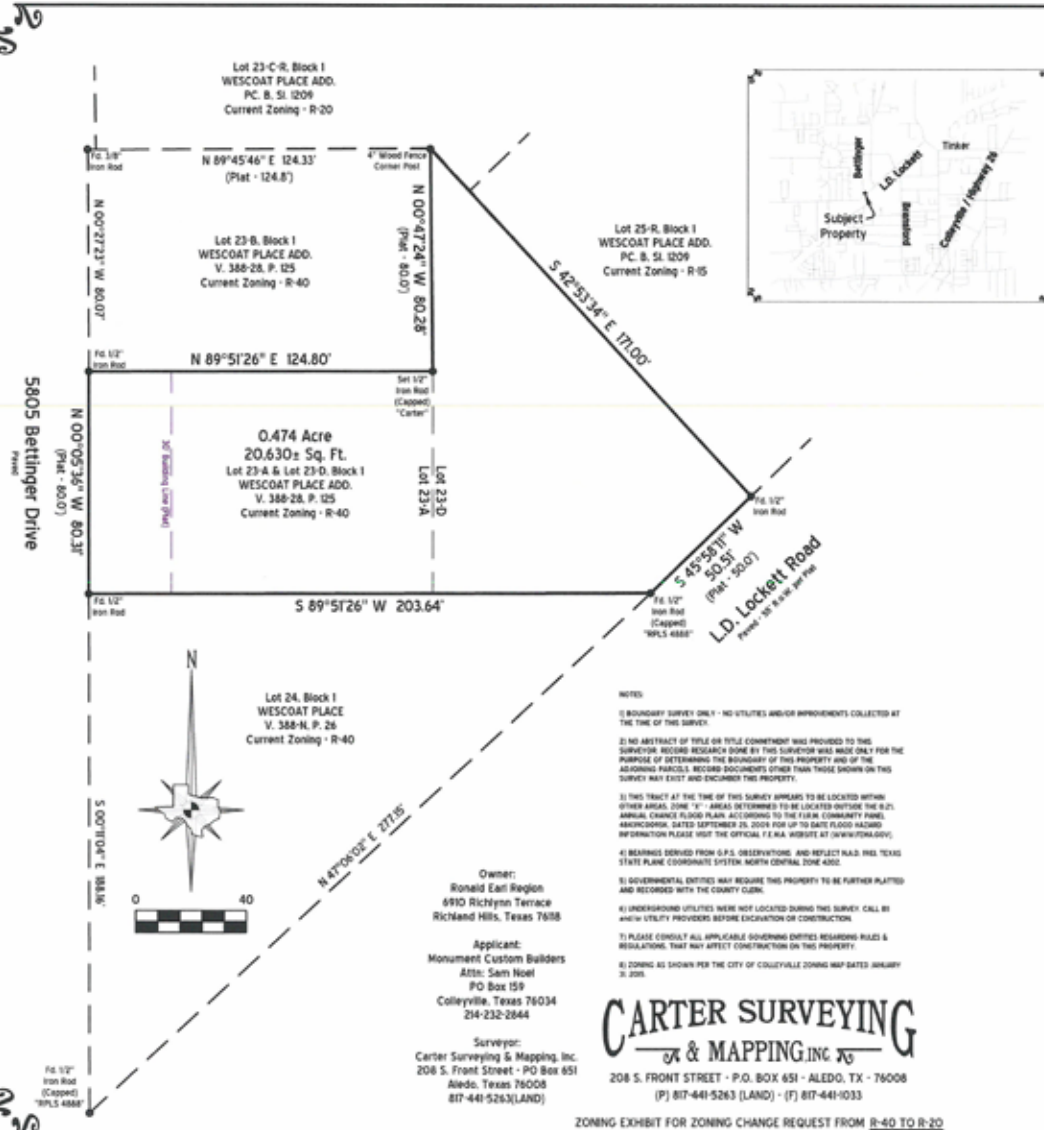
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# City of Colleyville City Council Agenda Briefing

City Hall  
100 Main Street  
Colleyville, Texas 76034  
[www.colleyville.com](http://www.colleyville.com)

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**Agenda Number** 6a

**Agenda Date** 07/21/2015

**Number** Resolution R-15-3892

**Type** Resolution

**Department** City Secretary

---

## **Title**

Approval of a resolution dissolving the Colleyville Events Steering Committee, Colleyville Sidewalks Committee, Senior Center Advisory Committee, and Traffic Safety Advisory Committee

## **Strategy Map Connection**

B4- Cultivate a culture of transparency and consistent communication

## **Explanation**

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

At the Pre Council meeting held on July 7, 2015, staff presented an overview of all Colleyville boards, commissions, and committees, and further sought City Council guidance relative to the future structure of some of those advisory bodies.

Colleyville citizens are recruited to volunteer their service to advisory bodies established by City Council. It is an appropriate function of City Council to periodically review advisory bodies and make recommendations about their purpose, composition, and duration.

City Council has determined the following advisory bodies have fulfilled their purpose and duration, and directed staff to prepare a resolution dissolving the following advisory bodies.

The Colleyville Events Steering Committee was established by Resolution R-10-3259, attached, to make recommendations to the City Council on the schedule, structure, venue, budget, and long-range planning of City events. The original purpose of this committee was to produce smaller, more frequent economic development events, with a few large events sprinkled about; however, City Council then established three major City events with several other smaller City events, all coordinated through the use of Library and Recreation staff under the direction of Library and Recreation Director Mary Rodne.

The Colleyville Sidewalks Committee was established by Resolution R-12-3464, attached, to prioritize sidewalk improvement projects relative to connectivity, constructability and cost. In 2014, the City Council adopted a new sidewalk policy and further rescinded the supplemental sidewalk map. This map was the resource in which the committee used to prioritize sidewalk projects. In addition, the vast majority of

sidewalk connectivity projects that are constructible without modifying drainage facilities along streets have been completed.

The Senior Center Advisory Committee was established by Resolution R-06-2719, attached, to act in an advisory capacity to the Senior Center staff in matters pertaining to its participants, to help identify the needs of the senior citizens, and use all the available resources to inform senior citizens of community activities and services. By reorganizing the Senior Center staff with the recreation staff, the facility resources were greatly enhanced by allowing staff the responsibility for planning Senior Center events, which in turn provides better support to the senior citizens.

The Traffic Safety Advisory Committee was established by Resolution R-93-900, attached, to act in an advisory capacity to the City Council by making recommendations regarding traffic safety based on reports from consultants, City staff, and suggestions from the public. The Colleyville Code of Ordinances outlines traffic regulations as the responsibility of the Police Chief.

In the future, City Council may re-establish previous advisory bodies, or they may choose to establish new ad hoc advisory groups and task forces to address specific issues or projects as they deem necessary.

In addition, City Council recommended a liaison appointment, non-voting member, be appointed by the youth sport associations to the Parks and Recreation Advisory Board. These associations include soccer, baseball, softball, and lacrosse. Upon appointment of these liaisons, staff will provide City Council with an updated resolution for the Parks and Recreation Advisory Board roster, as well as revised bylaws.

Attached Resolution R-15-3892 dissolves the Colleyville Events Steering Committee, Colleyville Sidewalks Committee, Senior Center Advisory Committee, and Traffic Safety Advisory Committee.

### **Financial Impact**

There is no financial impact to the City.

### **Recommendation**

Approve

### **Attachments**

1. Resolution R-10-3259
2. Resolution R-12-3464
3. Resolution R-06-2719
4. Resolution R-93-900
5. Resolution R-15-3892

## **RESOLUTION R-10-3259**

### **A RESOLUTION AMENDING THE NAME AND THE CHARGE OF THE CELEBRATE COLLEYVILLE STEERING COMMITTEE**

**WHEREAS,** the Celebrate Colleyville Steering Committee was established in April 2000 for planning and coordinating a City holiday event; and

**WHEREAS,** the City Council desires to achieve the maximum benefit for the community with the continuance of special events; and

**WHEREAS,** the City Council would like to continue to involve citizens in the development of the structure, venue(s), budget and long-range planning efforts of such events; and

**WHEREAS,** it is the desire of the City Council to amend the Celebrate Colleyville Steering Committee name to the Colleyville Events Steering Committee; and

**WHEREAS,** the current members of the Celebrate Colleyville Steering Committee will continue to serve through their appointed term.

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

- Sec. 1. THAT the eleven-member Colleyville Events Steering Committee is hereby established for the purpose of planning and coordinating special events.
- Sec. 2. THAT the Colleyville Events Steering Committee will meet as needed to review and make recommendations to the City Council on the schedule, structure, venue(s), budget and long-range planning of events.
- Sec. 3. THAT the members and terms of the Colleyville Events Steering Committee are as follows:

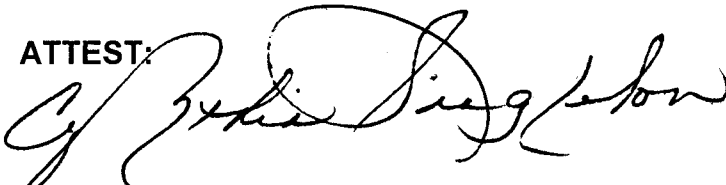
|                 |               |
|-----------------|---------------|
| Becky Cast      | December 2010 |
| Michael Copp    | December 2010 |
| Judy Myre       | December 2010 |
| Tom Westerman   | December 2010 |
| Jennifer Bosley | December 2011 |
| Pete Challinor  | December 2011 |
| Linda Salisbury | December 2011 |
| Barb Stephens   | December 2011 |
| Carmen Thayer   | December 2011 |
| Robin Waggoner  | December 2011 |
| Kimberly Walton | December 2011 |

Sec. 4. THAT four additional members will be added to the Committee for a total of fifteen committee members.

**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF 7 AYES, 0 NAYS AND 0  
ABSTENTIONS ON THIS THE 17th DAY OF August 2010.

ATTEST:



Cynthia Singleton, TRMC, CMC  
City Secretary

CITY OF COLLEYVILLE



David Kelly  
Mayor



## **RESOLUTION R-12-3464**

### **A RESOLUTION TO REPLACE RESOLUTIONS R-92-753, R-03-2267, AND R-06-2785, RELATED TO THE NAME AND THE SCOPE OF THE COLLEYVILLE TRAILS AND SIDEWALKS COMMITTEE**

**WHEREAS**, the City Council recognizes the importance of sidewalks as an improvement to both pedestrian safety and quality of life, and adopted Resolution R-92-743 on February 2, 1992, establishing the Colleyville Sidewalk Priorities Task Force; and

**WHEREAS**, the City Council also recognized the recreational importance of a system of trails in the community and approved Resolution R-98-1414 on September 15, 1998, that adopted "The Colleyville Pathways: A Citywide Trail System for Colleyville" that identifies a citywide network of trails and pathways for pedestrians; and

**WHEREAS**, the City Council refined the purpose and direction of the Task Force by approving Resolution R-03-2267 on November 18, 2003, which changed the name to Colleyville Sidewalks Committee; and

**WHEREAS**, the City Council clarified and standardized the membership and terms of the Colleyville Sidewalks Committee and further refined the role and purpose of the Committee by adopting Resolution R-06-2785, which also changed the name of the Committee to the Colleyville Trails and Sidewalks Committee; and

**WHEREAS**, the City Council adopted the Parks, Trails and Open Space Master Plan, which includes the priorities for development of the Colleyville trails system by approving Resolution R-11-3433 on December 6, 2011; and

**WHEREAS**, the City of Colleyville desires to provide safe and accessible sidewalks by complying with the Americans with Disabilities Act, and

**WHEREAS**, the City Council desires to refine the criteria for prioritizing sidewalk improvement projects in Colleyville.

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

- Sec. 1. THAT the Colleyville Trails and Sidewalks Committee shall be renamed the Colleyville Sidewalks Committee.
- Sec. 2. THAT the following criteria, in order of priority, shall be adhered to by the Colleyville Sidewalks Committee in prioritizing sidewalk improvement projects:

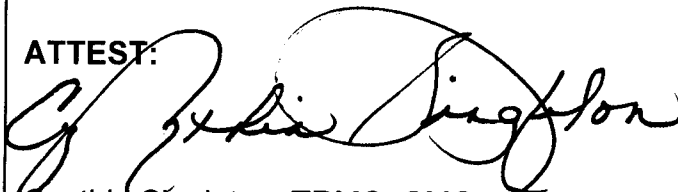
- A. Connectivity where gaps exists within neighborhoods and to destinations (businesses, schools, city parks, trailheads, etc.)
- B. Constructability (not where future improvements would result in sidewalks having to be reconstructed)
- C. Cost

Sec. 3. THAT the Committee shall utilize the most current Supplemental Sidewalk System Map adopted by the City Council, and attached as Exhibit "A", for prioritizing projects.

**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF 7 AYES, 0 NAYS AND 0 ABSTENTIONS  
ON THIS THE 7th DAY OF February 2012.

ATTEST:

  
Cynthia Singleton, TRMC, CMC  
City Secretary

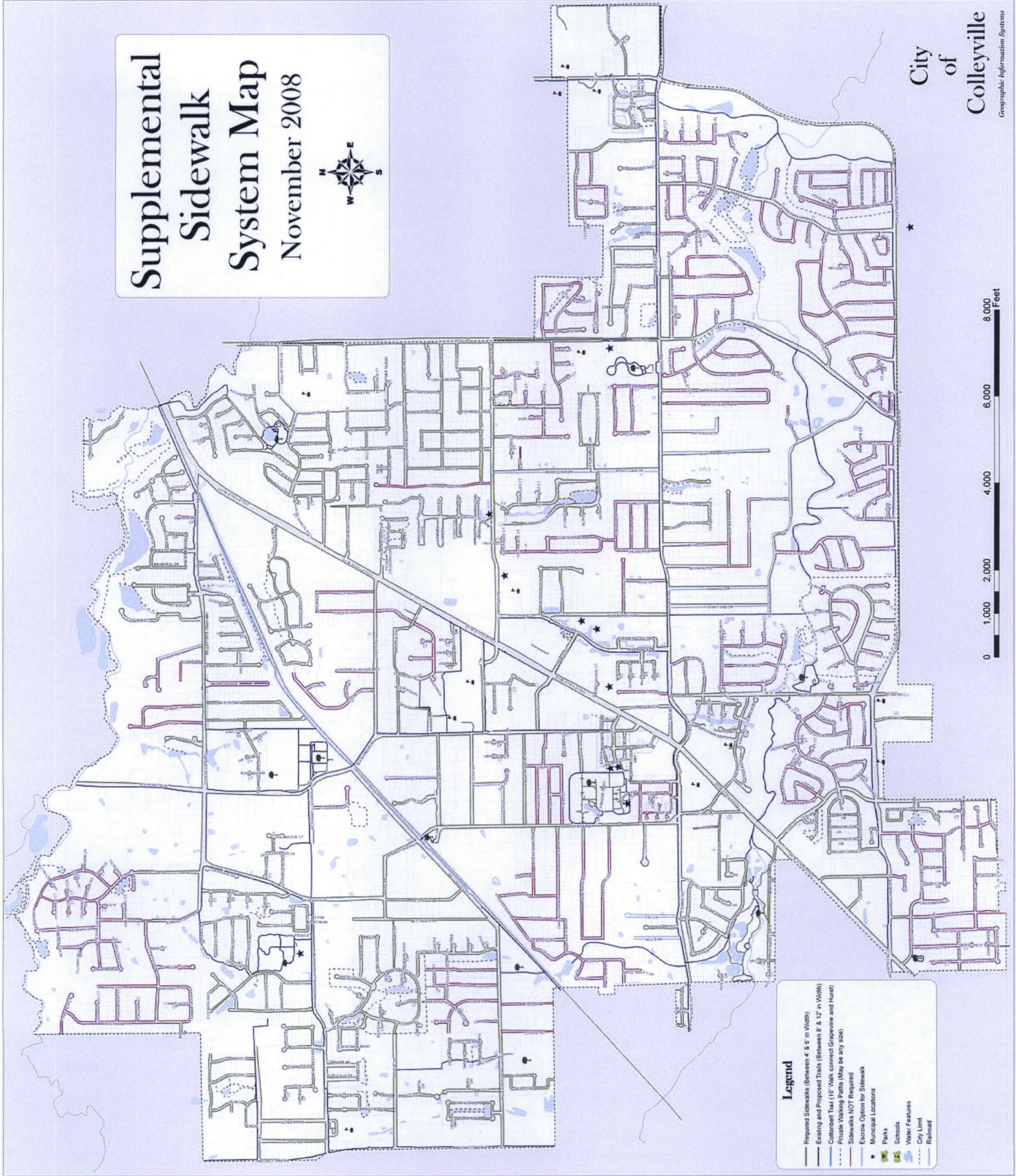
CITY OF COLLEYVILLE

  
David Kelly  
Mayor



# Exhibit "A"

## Supplemental Sidewalk System Map November 2008





**RESOLUTION R-06-2719**

**A RESOLUTION ESTABLISHING A SENIOR CENTER ADVISORY COMMITTEE;  
APPROVING THE BYLAWS**

**WHEREAS,** the City Council deems it is in the best interest of the City to establish a Senior Center Advisory Committee.

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

- Sec. 1. THAT the Senior Center Advisory Committee is established to act in an advisory capacity to the City Council and the Parks and Recreation Director in all matters pertaining to the delivery of senior services to the citizens of Colleyville.
- Sec. 2. THAT the City Council Rules of Procedure provide a process for making appointments to boards, committees and commissions; however, the City Council values the experience of an organized group of citizens who have been involved in the planning of a Senior Center and senior activities and supports five group members and two Council appointed members to serve on the Committee.
- Sec. 3. THAT the Committee shall consist of seven citizens of the City of Colleyville and the initial committee will be known as the Inaugural Senior Center Advisory Committee. A group of citizens who have participated in the planning of a Senior Center will select five (5) members to serve on the Inaugural Committee and City Council will appoint two members. Three members of the Inaugural Committee will serve two year terms. A drawing will be held to determine who will serve the two year terms. The remaining members will serve a one year term.
- Sec. 4. THAT the Senior Center Advisory Committee Bylaws set forth in Exhibit "A" are hereby adopted and any amendments to such bylaws must be approved by the City Council.
- Sec. 5. THAT the City Secretary is hereby requested to advertise for persons interested in serving on the Senior Center Advisory Committee.

**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF 7 AYES, 0 NAYS AND 0 ABSTENTIONS  
ON THIS THE 5<sup>th</sup> DAY OF July 2006.

**ATTEST:**

A handwritten signature in cursive script, appearing to read "Cynthia Singleton".

Cynthia Singleton, TRMC  
City Secretary

**CITY OF COLLEYVILLE**

A handwritten signature in cursive script, appearing to read "David Kelly".

David Kelly  
Mayor

## Exhibit "A"

### BYLAWS CITY OF COLLEYVILLE SENIOR CENTER ADVISORY COMMITTEE STANDARD OPERATING PROCEDURES

#### I. PURPOSE

The purpose of the Senior Center Advisory Committee shall be to act in an advisory capacity to the Senior Center staff in matters pertaining to its participants, to help identify the needs of the senior citizens and enhance their quality of life and to use all available resources to inform senior citizens of community activities and services.

#### II. ORGANIZATION

1. The Senior Center Advisory Committee shall consist of seven (7) members who are residents of Colleyville. All members of the Senior Center Advisory Committee shall be voting participants. Terms of the Senior Center Advisory Committee will be two years. The City Council will appoint all members after the appointment of the initial Inaugural committee described in Section II. Organization: Paragraph 2. Terms of the appointments for the first year will be used to establish a replacement pattern for future Senior Center Advisory Committee members.
2. The initial Senior Center Advisory Committee will be known as the Inaugural Senior Center Advisory Committee. The members of the Senior Center Advisory Committee, who have participated in the planning for the Senior Center, will select five (5) members to serve on the Inaugural Committee and City Council will select two (2) members to serve on the Inaugural Committee. Three members of the Inaugural committee will serve two year terms. A drawing will be held to determine who will serve the two year terms. The remaining members will serve a one year term.
3. The Colleyville Parks and Recreation staff is responsible for the formulation of the policies for the management of the Senior Center. The Senior Center staff is responsible for managing the day-to-day operation of the Senior Center.
4. There is a \$2.00 annual membership fee, but membership is not required to participate in Center activities. Seniors may use the Center without regard to their city of residence. Members are entitled to vote on issues

presented to the membership by either the Senior Center Advisory Committee or the City Council.

### III. OFFICERS

A Chair, Vice-Chair and Secretary/Treasurer shall be elected annually from among the Committee's membership at the first meeting and at such other times as these offices may be come vacant.

### IV. DUTIES

1. The Senior Center Advisory Committee serves as an advisory body to the City Council on all matters pertaining to the delivery of senior services to the citizens of Colleyville.
2. The Chair, or in his/her absence the Vice-Chair, shall preside at all meetings and shall decide all points of order or procedure. Staff representatives shall record, or cause to be recorded, accurate and complete minutes of all business proceedings.
3. The Secretary/Treasurer will keep accurate records of all monies donated, collected or dispersed from all Senior Center funds (not the general fund budget) and record the minutes of some meetings as may be deemed necessary.
4. Establish standing committees and other such committees from time to time as may be deemed necessary.

### V. MEETINGS

#### 1. PROCEDURES

Robert Rules of Order shall govern the procedures for the Senior Center Advisory Committee.

#### 2. QUORUM

A quorum shall consist of four (4) members.

#### 3. AGENDA

An agenda shall be prepared by the City staff for each meeting of the Senior Center Advisory Committee. There shall be attached to each agenda a report of matters pending further action by the Committee. An agenda will be posted in accordance with the Open Meetings Act.



4. REGULAR MEETINGS

Regular meetings in the City of Colleyville or whenever necessary at any previously designated public place shall be held once a month, unless otherwise determined by the Senior Center Advisory Committee.

5. SPECIAL MEETINGS

Special meetings for any purpose may be held on the call of the Chair, on request of two or more members or as may be scheduled by a majority of the Senior Center Advisory Committee at any previous meeting. The time and place of the special meeting shall be determined by the convening authority. Special meetings shall be conducted in accordance with the Open Meetings Act.

6. PUBLIC MEETINGS

All meetings shall be held in full compliance with the provision of state law, ordinances of the City and these rules of procedure.

7. ATTENDANCE

In the event any member of the Senior Center Advisory Committee is absent three consecutive meetings, a letter shall be submitted to the Mayor and City Council by the Committee for action they consider appropriate.

8. MINUTES

The approved minutes from each meeting will be filed with the Parks and Recreation Director with a copy retained by the City.

9. STAFF SUPPORT

Staff representatives shall be in attendance at Senior Center Advisory Committee meetings. They should participate in meetings to provide staff assistance, reports and recommendations.

VI. HEARINGS AND DECISIONS

1. ORDER OF BUSINESS

The Chair shall call the Committee to order and the members present and absent shall be recorded. The minutes of any preceding meeting shall be submitted for approval. The public shall be advised of the procedures to be followed in the meeting.

The Senior Center Advisory Committee shall then hear and act upon those proposals scheduled for consideration of public hearing.

2. MOTIONS

- A. A motion may be made by any member other than the presiding officer.
- B. Four committee member votes are required to approve any matter before the Senior Center Advisory Committee.

3. DISQUALIFICATION FROM VOTING

A member shall disqualify oneself from voting whenever one finds that one has personal or monetary interest in the property under appeal, or one will be directly affected by the decision of the Senior Center Advisory Committee.

VII. AMENDMENTS

- 1. Proposed amendments to these bylaws must be approved by a quorum vote of the Senior Center Advisory Committee for recommendation to City Council for approval.

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**RESOLUTION R-93-900**

A RESOLUTION ESTABLISHING A TRAFFIC SAFETY ADVISORY  
COMMITTEE AND THEIR POWERS AND DUTIES

WHEREAS, the Traffic Control Task Force has recommended that  
the City Council establish and maintain a Traffic Safety  
Advisory Committee, and;

WHEREAS, traffic safety issues require careful consideration  
and evaluation, and;

WHEREAS, the City's growth requires that more concentrated  
and coordinated effort be put forth for traffic control;

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

Sec. 1: The Traffic Safety Advisory Committee is hereby  
established.

Sec. 2: The Traffic Safety Advisory Committee shall  
consist of five members appointed by the City Council for a  
period of 2 years. The first appointments will consist of  
three appointments for two year terms and two appointments  
for one year terms.

Sec. 3: The Powers and Duties of the Traffic Safety  
Committee shall be as follows:

(1) Act in an advisory capacity to the City Council in all  
matters pertaining to traffic safety.

(2) Review reports from consultants and city staff and make  
recommendations concerning the same to the City Council.

(3) Review complaints and suggestions from members of the  
general public concerning traffic safety matters and make  
recommendations to the City Council.

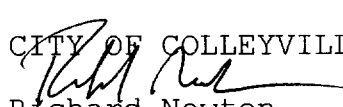
(4) Review major developments for impact on traffic safety  
when the same are referred to the Committee by the City  
Council and make recommendations as requested.

AND IT IS SO RESOLVED

Passed by a vote of 3 ayes, and 1 nays, and  
0 abstentions on this the 6th day of  
July, 1993.

ATTEST

  
Jean Harris, CMC  
City Secretary

CITY OF COLLEYVILLE  
  
Richard Newton  
Mayor

## **RESOLUTION R-15-3892**

### **A RESOLUTION TO DISSOLVE THE COLLEYVILLE EVENTS STEERING COMMITTEE, THE COLLEYVILLE SIDEWALKS COMMITTEE, THE SENIOR CENTER ADVISORY COMMITTEE, AND THE TRAFFIC SAFETY ADVISORY COMMITTEE**

**WHEREAS,** the City Council established the Colleyville Events Steering Committee by Resolution R-10-3259, to make recommendations to the City Council on the schedule, structure, venue, budget, and long-range planning of City events; and

**WHEREAS,** the City Council established the Colleyville Sidewalks Committee by Resolution R-12-3464, to prioritize sidewalk improvement projects relative to connectivity, constructability and cost; and

**WHEREAS,** the City Council established the Senior Center Advisory Committee by Resolution R-06-2719, to act in an advisory capacity to the Senior Center staff in matters pertaining to its participants, to help identify the needs of the senior citizens and enhance their quality of life, and use all the available resources to inform senior citizens of community activities and services; and

**WHEREAS,** the City Council established the Traffic Safety Advisory Committee by Resolution R-93-900, to act in an advisory capacity to the City Council by making recommendations regarding traffic safety based on reports from consultants, City staff, and suggestions from the public; and

**WHEREAS,** the Colleyville Events Steering Committee, Colleyville Sidewalks Committee, Senior Center Advisory Committee, and Traffic Safety Advisory Committee have completed their original role as advisory bodies, as set forth in the above stated resolutions.

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

- Sec. 1. THAT the Colleyville Events Steering Committee, Colleyville Sidewalks Committee, Senior Center Advisory Committee, and Traffic Safety Advisory Committee be dissolved upon approval of this resolution.
- Sec. 2. THAT the City Council may re-establish previous advisory bodies, or establish new ad hoc advisory groups and/or task forces to address specific issues or projects, as deemed necessary.

**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF \_\_\_\_ AYES, \_\_\_\_ NAYS, AND \_\_\_\_ ABSTENTIONS  
THIS THE 21<sup>ST</sup> DAY OF JULY 2015.

**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](http://www.colleyville.com)

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**Agenda Number** 8

**Agenda Date** 07/21/2015

**Type** Report

**Department** City Secretary

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## **Title**

Planning and Zoning Commission Meeting Minutes - June 8, 2015

## **Attachments**

1. Planning and Zoning Commission Meeting Minutes - June 8, 2015



# City of Colleyville Planning and Zoning Commission Minutes

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

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Monday, June 8, 2015

City Council Chambers

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## CALL MEETING TO ORDER

The Planning and Zoning Commission meeting of the City of Colleyville was called to order by Vice-Chairman Phelps on June 8, 2015 at 7:00 p.m.

## Roll Call

**Present:** Commissioners Larry Knox, Carel Tornes, David Wheelwright, Jim Gotcher, Don Davis, and David Phelps

**Absent:** Chairman Byerly

**Staff Present:** Abra Nusser, Patia Boomsma, Rob McKeown, Dale Crown, Taci Wrisley, and Matt Butler (City Attorney)

### 1. APPROVAL OF MINUTES

**Commissioner Tornes made a motion to approve the minutes as written. Commissioner Davis seconded.**

**The motion to approve the minutes as written carried by the following vote:**

**Aye: 6** – Knox, Tornes, Wheelwright, Gotcher, Davis, and Phelps

### 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. PUBLIC HEARING AGENDA ITEMS

**3a** Consideration of a replat on Lot A1C, Block 2, of the Pleasant Oaks Estates Addition located at 609 Beverly Drive, PC15-013

Patia Boomsma presented the case and briefed the Commission.

Commissioner Tornes questioned staff regarding whether there would be a potential need for the utility easement, in the future, along Leta



Lane. Patia Boomsma replied no. She further explained any utilities needed are already existing.

The public hearing was opened at 7:06 p.m.

Tom Panno, the builder, and J. P. Webb, the property owner both came forward to address any questions.

There being no one else wishing to speak, the public hearing was closed at 7:08 p.m.

**Commissioner Davis made a motion to approve Case PC15-013. Commissioner Knox seconded**

**The motion to approve Case PC15-013 carried by the following vote:**

**Aye: 6** – Knox, Tornes, Wheelwright, Gotcher, Davis, and Phelps

- 3b** Consideration of a zoning change from the R40-Single Family Residential zoning district to the R20-Single Family Residential zoning district on Lots 23A & 23D, Block 1, of the Westcoat Place Addition, located at 5805 Bettinger, Case ZC15-010

Patia Boomsma presented the case and briefed the Commission.

Commissioner Wheelwright questioned staff regarding whether the applicant would have to come before the Commission again if he wished to subdivide the property. Patia Boomsma replied yes.

The public hearing was opened at 7:13 p.m.

Sam Noel, the applicant, came forward and briefed the Commission.

Commissioner Phelps questioned Mr. Noel regarding if he had considered incorporating the property to the north into the subject property. Mr. Noel replied no. He further explained he did not believe any adjacent properties were for sale in the area and he has a contract on the subject property.

Patia Boomsma added the northeast corner of Bettinger Drive and W. L. D. Lockett Road, at one point, used to be one big, triangle piece of property.

Commissioner Tornes questioned Mr. Noel regarding his plans for the property. Mr. Noel replied he intended to keep the tenants in the existing structure until he has a set plan. He further explained the

property may be used for his own personal home, in which the new setbacks would benefit him.

There being no one else wishing to speak, the public hearing was closed at 7:16 p.m.

**Commissioner Knox made a motion to approve Case ZC15-010. Commissioner Tornes seconded.**

**The motion to approve Case ZC15-010 carried by the following vote:**

**Aye: 6** – Knox, Tornes, Wheelwright, Gotcher, Davis, and Phelps

- 3c** Consideration of a zoning change from the AG-Agricultural zoning district to the PUDR-Planned Unit Development Residential zoning district on 2.62 acres of Abstract 1034 of the GW Minter Survey, located at 5017, 5113, & 5201 Roberts Road, Case ZC15-011 (REQUEST TO BE TABLED)

Patia Boomsma briefed the Commission.

The public hearing was opened at 7:18 p.m.

There being no one wishing to speak, the public hearing was closed at 7:18 p.m.

**Commissioner Wheelwright made a motion to table Case ZC15-011 to the next Planning and Zoning Commission meeting on July 13, 2015. Commissioner Gotcher seconded.**

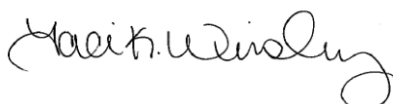
**The motion to table Case ZC15-011 to the next Planning and Zoning Commission meeting on July 13, 2015 carried by the following vote:**

**Aye: 6** – Knox, Tornes, Wheelwright, Gotcher, Davis, and Phelps

#### **4. ADJOURNMENT**

The meeting adjourned at 7:18 p.m.

The minutes were written and prepared by:



Taci Wrisley  
Planning and Zoning Assistant

*The meeting minutes were approved on July 13, 2015 by a vote of 6-0.*



# City of Colleyville City Council Agenda Briefing

City Hall  
100 Main Street  
Colleyville, Texas 76034  
[www.colleyville.com](http://www.colleyville.com)

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**Agenda Number 8**

**Agenda Date 07/21/2015**

**Type Report**

**Department Finance**

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## **Title**

Monthly Financial Report - June 2015

## **Explanation**

General Fund

The percentage of current year taxes collected is slightly behind the percentage collected for June 2014. It is anticipated that the budgeted 99.5% collection rate will be achieved. For the month of June, General Fund sales tax is up 7.18% (\$17,505) from revenues reported for the same time period last year. Year to date General Fund sales tax is up 6.23% (\$114,019). This is the sixth month that sales tax has been up this fiscal year, with only one month (May) of decline compared to the same period in the prior year.

The annual electric franchise payment received from Oncor Electric exceeded budgeted projections by 5%, due to higher customer usage. The payment received by Atmos for gas usage exceeded budgeted projections by 47%. This increase can be attributed to higher customer usage, due to colder temperatures during the winter months.

The amount received for the quarterly Mixed Beverage Tax allocation in April was \$25,673, which is slightly less than the amount received in April 2014. Year to date, total allocations have exceeded budgeted projections and the amount received last year. This increase is mostly attributable to a legislation change requiring customers to pay sales tax of 8.25% on mixed drinks, effective January 1, 2014.

Sixteen new residential building permits were issued in June compared to seven that were issued in June 2014. Revenues received for licenses and permits exceed current year projections by over 43% year to date. The majority of this increase is attributable to building permit revenues, which includes an additional 50 new residential building permits issued over the same time period last year.

Ambulance collections are ahead of budgeted projections by 7.19%. Engineering and Inspection revenues have exceeded budgeted projections already this fiscal year due to the development plan review and inspection fees received for development projects such as Creekside, The Legacy, and The Reserve. Colleyville Center revenues are slightly behind budgeted projections for this fiscal year but are ahead of last year collections by 6.88%. As a point of reference, all Saturday reservations are booked until mid-September at Colleyville Center and business rentals during the week are up

4% over the same time period last year.

The average amount expended by the General Fund departments at the end of June is 63.11% of the total appropriation versus 67.08%, which was projected to be spent.

#### Utility Fund

Water usage decreased 13.94% as compared to the amount sold through June 2014. This decrease is due to a significant increase of rainfall when compared to the same time period last fiscal year. This increase in rainfall has caused a decline in water usage over the past five months. The average amount expended by the Utility Fund departments at the end of June was 59.07% of the total appropriation, versus 58.78%, which was projected to be spent.

#### **Attachments**

1. June 2015 Monthly Financial Report

## MONTHLY FINANCIAL REPORT - JUNE 2015

| GENERAL FUND                        |                     | RECEIVED            | PROJECTED           | RECEIPT VS    | RECEIVED            | PERCENT       |
|-------------------------------------|---------------------|---------------------|---------------------|---------------|---------------------|---------------|
| REVENUE SOURCE                      | FY 2015             | AS OF               | AS OF               | PROJECTED     | AS OF               | CHANGE OVER   |
|                                     | BUDGET              | 6/30/2015           | 6/30/2015           | INCR (DECR)   | 6/30/2014           | PRIOR YEAR    |
| Current Taxes                       | \$12,441,254        | \$12,469,016        | \$12,371,183        | 0.79%         | \$11,536,110        | 8.09%         |
| Delinquent Taxes                    | 70,000              | 18,438              | 24,500              | -24.74%       | 47,504              | -61.19%       |
| Penalty & Interest                  | 55,000              | 52,977              | 49,500              | 7.02%         | 54,248              | -2.34%        |
| <b>TOTAL AD VALOREM TAXES</b>       | <b>\$12,566,254</b> | <b>\$12,540,431</b> | <b>\$12,445,183</b> | <b>0.77%</b>  | <b>\$11,637,861</b> | <b>7.76%</b>  |
| Oncor Electric                      | \$860,000           | \$903,390           | \$860,000           | 5.05%         | \$893,973           | 1.05%         |
| Tri-County Electric                 | 105,000             | 126,855             | 105,000             | 20.81%        | 105,326             | 20.44%        |
| Atmos Gas                           | 305,000             | 449,640             | 305,000             | 47.42%        | 354,663             | 26.78%        |
| AT&T                                | 78,000              | 54,012              | 58,500              | -7.67%        | 57,560              | -6.16%        |
| Verizon/Others                      | 70,000              | 62,702              | 52,500              | 19.43%        | 68,651              | -8.67%        |
| Refuse/Recycling                    | 146,000             | 124,943             | 119,787             | 4.30%         | 119,623             | 4.45%         |
| Cable TV                            | 430,000             | 392,173             | 322,500             | 21.60%        | 364,091             | 7.71%         |
| <b>TOTAL FRANCHISE TAXES</b>        | <b>\$1,994,000</b>  | <b>\$2,113,715</b>  | <b>\$1,823,287</b>  | <b>15.93%</b> | <b>\$1,963,888</b>  | <b>7.63%</b>  |
| Sales Tax                           | \$3,200,000         | \$1,944,199         | \$1,965,071         | -1.06%        | \$1,830,181         | 6.23%         |
| Mixed Beverage Tax                  | 70,000              | 80,820              | 52,500              | 53.94%        | 71,628              | 12.83%        |
| <b>TOTAL SALES TAX</b>              | <b>\$3,270,000</b>  | <b>\$2,025,019</b>  | <b>\$2,017,571</b>  | <b>0.37%</b>  | <b>\$1,901,809</b>  | <b>6.48%</b>  |
| Building                            | \$558,000           | \$602,729           | \$418,500           | 44.02%        | \$521,174           | 15.65%        |
| Plumbing                            | 50,000              | 55,389              | 37,500              | 47.70%        | 49,368              | 12.20%        |
| Mechanical                          | 30,000              | 29,604              | 22,500              | 31.57%        | 31,750              | -6.76%        |
| Electrical                          | 45,000              | 46,944              | 33,750              | 39.09%        | 43,970              | 6.76%         |
| City License                        | 40,000              | 34,185              | 30,000              | 13.95%        | 36,995              | -7.60%        |
| Building Plan Review Fee            | 100,000             | 110,921             | 75,000              | 47.89%        | 124,368             | -10.81%       |
| New Business                        | 4,000               | 3,290               | 3,000               | 9.67%         | 3,666               | -10.26%       |
| Sign Permit                         | 6,000               | 6,830               | 4,500               | 51.78%        | 9,545               | -28.44%       |
| Fence Permit                        | 4,000               | 8,325               | 3,000               | 177.50%       | 8,875               | -6.20%        |
| Fire Permits                        | 6,500               | 10,715              | 4,875               | 119.79%       | 7,150               | 49.86%        |
| Irrigation Permit                   | 13,000              | 12,450              | 9,750               | 27.69%        | 10,458              | 19.05%        |
| Gas & Oil Well Permit Fee           | 0                   | 2,500               | 0                   | 100.00%       | 0                   | 100.00%       |
| <b>TOTAL LICENSES &amp; PERMITS</b> | <b>\$856,500</b>    | <b>\$923,882</b>    | <b>\$642,375</b>    | <b>43.82%</b> | <b>\$847,320</b>    | <b>9.04%</b>  |
| Fines                               | \$735,000           | \$683,179           | \$551,250           | 23.93%        | \$572,080           | 19.42%        |
| Alarm Fees                          | 52,788              | 44,097              | 39,591              | 11.38%        | 41,432              | 6.43%         |
| Library Fines                       | 22,500              | 18,175              | 16,875              | 7.71%         | 18,409              | -1.27%        |
| <b>TOTAL FINES</b>                  | <b>\$810,288</b>    | <b>\$745,451</b>    | <b>\$607,716</b>    | <b>22.66%</b> | <b>\$631,921</b>    | <b>17.97%</b> |

## MONTHLY FINANCIAL REPORT - JUNE 2015

| REVENUE SOURCE                     | FY 2015<br>BUDGET   | RECEIVED<br>AS OF<br>6/30/2015 | PROJECTED<br>AS OF<br>6/30/2015 | RECEIPT VS<br>PROJECTED<br>INCR (DECR) | RECEIVED<br>AS OF<br>6/30/2014 | PERCENT<br>CHANGE OVER<br>PRIOR YEAR |
|------------------------------------|---------------------|--------------------------------|---------------------------------|----------------------------------------|--------------------------------|--------------------------------------|
| Re-zoning                          | \$7,500             | \$9,119                        | \$5,625                         | 62.11%                                 | \$8,767                        | 4.01%                                |
| Plat Fee/Site Plan                 | 5,000               | 7,815                          | 3,750                           | 108.40%                                | 12,500                         | -37.48%                              |
| Board of Adjustment                | 1,250               | 1,400                          | 938                             | 49.33%                                 | 22,727                         | -93.84%                              |
| Sale of Material                   | 100                 | 23                             | 75                              | -69.33%                                | 2,042                          | -98.87%                              |
| Weed Mowing                        | 6,500               | 4,051                          | 4,875                           | -16.91%                                | 27,660                         | -85.36%                              |
| Ambulance                          | 300,000             | 241,179                        | 225,000                         | 7.19%                                  | 248,326                        | -2.88%                               |
| Recreation Program                 | 160,000             | 117,156                        | 120,000                         | -2.37%                                 | 125,726                        | -6.82%                               |
| Non-Resident Fee Parks             | 35,000              | 40,415                         | 35,000                          | 15.47%                                 | 33,670                         | 20.03%                               |
| Field Use Charge                   | 21,000              | 24,295                         | 21,000                          | 15.69%                                 | 21,765                         | 11.62%                               |
| Engineering & Inspection           | 100,000             | 261,421                        | 75,000                          | 248.56%                                | 182,092                        | 43.57%                               |
| Colleyville Center Rental          | 257,250             | 181,124                        | 192,938                         | -6.12%                                 | 169,468                        | 6.88%                                |
| Lot Drainage Insp Fee              | 13,000              | 16,500                         | 9,750                           | 69.23%                                 | 10,625                         | 55.29%                               |
| <b>TOTAL CHARGES FOR SERVICE</b>   | <b>\$906,600</b>    | <b>\$904,497</b>               | <b>\$693,950</b>                | <b>30.34%</b>                          | <b>\$865,367</b>               | <b>4.52%</b>                         |
| SRO Officer Reimb                  | \$94,282            | \$94,282                       | \$94,282                        | 0.00%                                  | \$94,282                       | 0.00%                                |
| Keller Court                       | 217,697             | 173,557                        | 163,273                         | 6.30%                                  | 169,436                        | 2.43%                                |
| <b>TOTAL INTERGOVERNMENTAL</b>     | <b>\$311,979</b>    | <b>\$267,839</b>               | <b>\$257,555</b>                | <b>0.00%</b>                           | <b>\$263,718</b>               | <b>1.56%</b>                         |
| Sale of Surplus Property           | \$5,000             | \$3,798                        | \$3,750                         | 1.27%                                  | \$13,801                       | -72.48%                              |
| Interest Income                    | 35,000              | 27,077                         | 26,250                          | 3.15%                                  | 11,907                         | 127.40%                              |
| Miscellaneous                      | 55,000              | 61,926                         | 41,250                          | 50.12%                                 | 52,425                         | 18.12%                               |
| Use of Available Cash              | 1,000,000           | 0                              | 0                               | 0.00%                                  | 0                              | 0.00%                                |
| Other Financing Source             | 0                   | 0                              | 0                               | 0.00%                                  | 831,155                        | -100.00%                             |
| Antenna Lease                      | 70,040              | 60,635                         | 59,645                          | 1.66%                                  | 57,454                         | 5.54%                                |
| <b>TOTAL MISCELLANEOUS</b>         | <b>\$1,165,040</b>  | <b>\$153,436</b>               | <b>\$130,895</b>                | <b>17.22%</b>                          | <b>\$966,743</b>               | <b>-84.13%</b>                       |
| Transfers-In                       | \$1,182,919         | \$0                            | \$0                             | 0.00%                                  | \$0                            | 0.00%                                |
| <b>TOTAL TRANSFERS</b>             | <b>\$1,182,919</b>  | <b>\$0</b>                     | <b>\$0</b>                      | <b>0.00%</b>                           | <b>\$0</b>                     | <b>0.00%</b>                         |
| <b>TOTAL GENERAL FUND REVENUES</b> | <b>\$23,063,580</b> | <b>\$19,674,270</b>            | <b>\$18,618,531</b>             | <b>5.67%</b>                           | <b>\$19,078,626</b>            | <b>3.12%</b>                         |



## MONTHLY FINANCIAL REPORT - JUNE 2015

|                                 | FY 2015<br>BUDGET | THROUGH<br>6/30/2015 | THROUGH<br>6/30/2014 | TOTAL<br>INCREASE<br>(DECREASE) | PERCENT<br>INCREASE<br>(DECREASE) |
|---------------------------------|-------------------|----------------------|----------------------|---------------------------------|-----------------------------------|
| % OF CURRENT TAX ROLL COLLECTED | 99.5%             | 98.91%               | 99.10%               | -0.19%                          | -0.19%                            |
| RESIDENTIAL BLDG PERMITS        | 118               | 129                  | 79                   | 50                              | 63.29%                            |
| COMMERCIAL BLDG PERMITS         | 6                 | 7                    | 5                    | 2                               | 40.00%                            |
| CITATIONS ISSUED                | 11,500            | 7,777                | 8,042                | (265)                           | -3.30%                            |

## GENERAL FUND EXPENSES

|                           | FY 2015<br>BUDGET   | EXPENDED<br>THROUGH<br>6/30/2015 | YEAR-TO-DATE<br>PROJECTED<br>EXPENDITURES | % OF BUDGET<br>EXPENDED | BUDGET<br>REMAINING |
|---------------------------|---------------------|----------------------------------|-------------------------------------------|-------------------------|---------------------|
| City Council              | \$188,506           | \$127,618                        | \$141,380                                 | 67.70%                  | \$60,888            |
| City Manager              | 606,286             | 450,102                          | 454,715                                   | 74.24%                  | 156,184             |
| City Secretary            | 209,919             | 152,100                          | 157,439                                   | 72.46%                  | 57,819              |
| Finance                   | 407,827             | 321,945                          | 322,870                                   | 78.94%                  | 85,882              |
| Legal                     | 130,460             | 129,240                          | 97,845                                    | 99.06%                  | 1,220               |
| Engineering               | 380,608             | 339,705                          | 340,956                                   | 89.25%                  | 40,903              |
| Economic Development      | 302,995             | 202,257                          | 227,246                                   | 66.75%                  | 100,738             |
| Building Inspection       | 281,134             | 200,498                          | 210,851                                   | 71.32%                  | 80,636              |
| Community Development     | 349,709             | 262,204                          | 267,282                                   | 74.98%                  | 87,505              |
| Fire                      | 4,568,006           | 3,365,901                        | 3,426,005                                 | 73.68%                  | 1,202,105           |
| Police                    | 4,408,293           | 3,281,051                        | 3,306,220                                 | 74.43%                  | 1,127,242           |
| Parks                     | 1,300,258           | 765,482                          | 825,194                                   | 58.87%                  | 534,776             |
| Recreation                | 357,823             | 178,923                          | 198,367                                   | 50.00%                  | 178,900             |
| Street Maintenance        | 4,083,178           | 1,631,080                        | 2,062,384                                 | 39.95%                  | 2,452,098           |
| Library                   | 724,124             | 501,975                          | 543,093                                   | 69.32%                  | 222,149             |
| Communications            | 168,267             | 103,026                          | 113,200                                   | 61.23%                  | 65,241              |
| Colleyville Center        | 358,155             | 225,148                          | 243,616                                   | 62.86%                  | 133,007             |
| Human Resources           | 274,930             | 124,795                          | 136,198                                   | 45.39%                  | 150,135             |
| Municipal Court           | 399,733             | 265,277                          | 299,800                                   | 66.36%                  | 134,456             |
| Fleet Services            | 232,003             | 150,398                          | 174,002                                   | 64.83%                  | 81,605              |
| Facility Services         | 518,004             | 321,015                          | 388,503                                   | 61.97%                  | 196,989             |
| Information Services      | 1,126,415           | 864,247                          | 866,811                                   | 76.73%                  | 262,168             |
| Non Departmental          | 925,160             | 569,740                          | 643,870                                   | 61.58%                  | 355,420             |
| Capital Equipment Reserve | 542,000             | 0                                | 0                                         | 0.00%                   | 542,000             |
| Compensation Adjustment   | 184,425             | 0                                | 0                                         | 0.00%                   | 184,425             |
| <b>TOTAL EXPENSES</b>     | <b>\$23,028,218</b> | <b>\$14,533,725</b>              | <b>\$15,447,845</b>                       | <b>63.11%</b>           | <b>\$8,494,493</b>  |

## MONTHLY FINANCIAL REPORT - JUNE 2015

## UTILITY FUND

| REVENUE SOURCE                    | FY 2015<br>BUDGET   | RECEIVED<br>AS OF<br>6/30/2015 | PROJECTED<br>AS OF<br>6/30/2015 | RECEIPT VS<br>PROJECTED<br>INCR (DECR) | RECEIVED<br>AS OF<br>6/30/2014 | PERCENT<br>CHANGE OVER<br>PRIOR YEAR |
|-----------------------------------|---------------------|--------------------------------|---------------------------------|----------------------------------------|--------------------------------|--------------------------------------|
| Water Sales                       | \$11,014,359        | \$5,622,952                    | \$6,856,604                     | -17.99%                                | \$6,141,468                    | -8.44%                               |
| Sewer Sales                       | 3,745,247           | 2,541,814                      | 2,808,935                       | -9.51%                                 | 2,626,401                      | -3.22%                               |
| Sewer Installation                | 7,000               | 12,900                         | 5,250                           | 145.71%                                | 7,800                          | 65.38%                               |
| Water Installation                | 21,000              | 30,111                         | 15,750                          | 91.18%                                 | 23,850                         | 26.25%                               |
| Sewer Tie-on Charges              | 5,000               | 0                              | 0                               | 0.00%                                  | 3,000                          | -100.00%                             |
| Engineering Charges               | 5,000               | 106,614                        | 3,750                           | 2743.05%                               | 99,557                         | 7.09%                                |
| Penalties                         | 218,543             | 132,482                        | 129,487                         | 2.31%                                  | 142,492                        | -7.03%                               |
| Miscellaneous                     | 13,000              | 16,142                         | 9,750                           | 65.56%                                 | 11,836                         | 36.38%                               |
| <b>TOTAL OPERATING INCOME</b>     | <b>\$15,029,149</b> | <b>\$8,463,015</b>             | <b>\$9,829,526</b>              | <b>-13.90%</b>                         | <b>\$9,056,403</b>             | <b>-6.55%</b>                        |
| Interest Income                   | \$20,300            | \$21,491                       | \$15,225                        | 41.16%                                 | \$16,465                       | 30.53%                               |
| <b>TOTAL NON-OPERATING INCOME</b> | <b>\$20,300</b>     | <b>\$21,491</b>                | <b>\$15,225</b>                 | <b>41.16%</b>                          | <b>\$16,465</b>                | <b>30.53%</b>                        |
| <b>TOTAL INCOME</b>               | <b>\$15,049,449</b> | <b>\$8,484,506</b>             | <b>\$9,844,751</b>              | <b>-13.82%</b>                         | <b>\$9,072,869</b>             | <b>-6.48%</b>                        |

|                           | THROUGH<br>6/30/2015 | THROUGH<br>6/30/2014 | TOTAL<br>INCREASE<br>(DECREASE) | PERCENT<br>INCREASE<br>(DECREASE) |
|---------------------------|----------------------|----------------------|---------------------------------|-----------------------------------|
| GALLONS OF WATER SOLD     | 1,177,275,900        | 1,367,984,100        | (190,708,200)                   | -13.94%                           |
| NUMBER OF WATER CUSTOMERS | 9,598                | 9,459                | 139                             | 1.47%                             |

## UTILITY FUND EXPENSES

|                          | FY 2015<br>BUDGET   | EXPENDED<br>THROUGH<br>6/30/2015 | YEAR-TO-DATE<br>PROJECTED<br>EXPENSES | % OF BUDGET<br>EXPENDED | BUDGET<br>REMAINING |
|--------------------------|---------------------|----------------------------------|---------------------------------------|-------------------------|---------------------|
| Billing                  | \$381,081           | \$255,759                        | \$285,811                             | 67.11%                  | \$125,322           |
| Operations               | 10,546,206          | 6,597,187                        | 6,409,655                             | 62.56%                  | 3,949,019           |
| Utility Support          | 1,101,132           | 809,596                          | 825,849                               | 73.52%                  | 291,536             |
| Non-Departmental         | 305,133             | 128,844                          | 228,850                               | 42.23%                  | 176,289             |
| Debt Service             | 490,100             | 482,175                          | 482,175                               | 98.38%                  | 7,925               |
| Compensation Adjustment  | 21,733              | 0                                | 0                                     | 0.00%                   | 21,733              |
| Transfer to General Fund | 1,160,255           | 0                                | 0                                     | 0.00%                   | 1,160,255           |
| <b>TOTAL EXPENSES</b>    | <b>\$14,005,640</b> | <b>\$8,273,561</b>               | <b>\$8,232,339</b>                    | <b>59.07%</b>           | <b>\$5,732,079</b>  |

**RESOLUTION R-15-3893**

**A RESOLUTION APPROVING CITY COUNCIL ACTION  
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF  
JULY 21, 2015**

**WHEREAS,** City Council has taken action on certain items on the agenda under Business.

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

Sec. 1.        THAT

**AND IT IS SO RESOLVED.**

APPROVED BY A VOTE OF \_\_\_\_ AYES, \_\_\_\_ NAYS, AND \_\_\_\_ ABSTENTIONS  
ON THIS THE 21<sup>ST</sup> DAY OF JULY 2015.

**ATTEST:**

**CITY OF COLLEYVILLE**

Amy Shelley, TRMC  
City Secretary

David Kelly  
Mayor