



City of Colleyville City Council Agenda

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

Tuesday, September 15, 2015

City Council Chambers

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

CALL TO ORDER

PC-1 Colleyville Public Library Long-Range Plan Update

PC-2 Discussion of ambulance billing

PC-3 Discussion of the NTX Coalition

PC-4 Discussion of Police Agency Combined Testing

PC-5 Discussion of the September 15, 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 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities

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

RESUME REGULAR MEETING

7:30 P.M.

CITY COUNCIL CHAMBERS

INVOCATION: Pastor Martin Richardson, Crown of Life Church

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-15-3905

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Announcements of civic and charitable events

Presentation of calendar events and updates

Announcements of awards and recognition

In recognition of Colleyville's featured business - Petco, Manager Julie Raposo, 4801 Colleyville Boulevard - Mayor David Kelly and Economic Development Coordinator Carlie Dorshaw-Moe

In recognition of employee service

Presentation of certificate for the Texas Police Chief's Foundation Recognition Program - Former Chief Tom Shehan and Assistant City Manager/Director of Public Safety Mike Holder

Presentation of the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting - Mayor David Kelly and Finance Manager Karen Hines

4. CONSENT: READING AND PUBLIC HEARING- Resolution R-15-3906

4a Approval of the minutes of the Special City Council meeting of August 25, 2015

4b Approval of the minutes of the regular City Council meeting of September 1, 2015

- 4c** Approval of a janitorial services contract with Oriental Building Services, Inc., acting as a primary vendor through the City of Arlington Interlocal Agreement, in an amount not to exceed \$136,813.27, and authorize the city manager to execute the contract, subject to the approval of funding in the Fiscal Year 2016 (FY 2016) budget
- 4d** Approval of Service Agreements between the City of Colleyville and Trane Service Group, through the Texas Cooperative Purchasing Network (TCPN), to provide for year five of a five year agreement for the inspection, maintenance, and repair of the Heating, Ventilating, and Air Conditioning (HVAC) systems in the Colleyville City Hall, Colleyville Public Library, and Colleyville Justice Center, in an amount not to exceed \$66,756.72, and authorize the city manager to execute the agreements, subject to approval of funding in the Fiscal Year 2016 (FY 2016) budget
- 4e** Approval to purchase a Ditch Witch model FX-50 trailer mounted vacuum extractor in the amount of \$82,443.14 from EKA, Inc., utilizing the Texas Buy Board Cooperative Purchasing Agreement #424-13, and authorize the city manager to execute the purchase agreement, subject to adoption of the FY 2016 budget
- 4f** Approval to purchase six (6) Ford F-150 pickups in the amount of \$125,244, one (1) Ford F-250 crew cab pickup in the amount of \$25,043, and one (1) Ford F-350 crew cab pickup in the amount of \$27,073, from Silsbee Ford, utilizing the Texas Procurement and Support Services Division (TPASS) or the Houston-Galveston Area Council Purchasing Program (HGAC) cooperative purchasing agreements, and authorize the city manager to execute the purchase agreements upon receipt and acceptance of the vehicles, subject to approval of funding in the Fiscal Year 2016 (FY 2016) budget
- 4g** Approval of the disposal of surplus, damaged, worn and outdated library books, audiovisual items, DVDs and CDs, and non-book materials, learning games, and puzzles
- 4h** Approval of the use of the Voluntary Library Fund in Fiscal Year 2016 (FY 2016), for the purchase of library materials, collection processing supplies, and library programs, in an amount not to exceed \$145,000
- 4i** Approval to renew the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$142,483.16, and authorize the city manager to execute same, and any associated change orders, in an amount not to exceed \$25,000, subject to the approval of funding in the Fiscal Year 2016 (FY 2016) budget

- 4j** Approval of a contract renewal for the Horticultural Grounds Maintenance Contract to the Lawn Firm, in an amount not to exceed \$162,324, and authorize the city manager to execute the contract, and any associated change orders, in an amount not to exceed \$25,000, subject to the approval of funding in the Fiscal Year 2016 (FY 2016) budget
- 4k** Approval of first amendment to the Regional Municipal Court Judge Agreement
- 4l** Approval to use \$30,000 from the Parks Tomorrow Fund for the L.D. Lockett Park/Cotton Belt Trailhead Enhancement Project
- 4m** Approval of a contract with C. Green Scaping, LP, for the L.D. Lockett Park/Cotton Belt Trailhead Enhancement Project, in an amount not to exceed \$546,859.43, and approval of change order no. 1 reducing the total contract amount to an amount not to exceed \$535,062.68, and authorize the city manager to authorize the contract
- 4n** Approval of the disposal of obsolete and non-serviceable equipment and sale of vehicles
- 4o** Approval to extend an ongoing annual agreement with Autobahn Motor Cars to sponsor the loan of a vehicle to the Colleyville Police Department for the expressed use of the Colleyville Heritage High School Resource Officer

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

5a Ordinance O-15-1963

Consideration of a zoning change from the R-40-Single Family Residential zoning district to the PUDR-Planned Unit Development Residential zoning district on Lot 4, Block 1, of the Lavaca Trail Addition, located at 1013 Lavaca Trail, Case ZC15-012

5b Ordinance O-15-1964

Consideration of a zoning change from the AG-Agricultural zoning district to the PUDR-Planned Unit Development Residential zoning district on 2.60 acres of Abstract 1034 of the G.W. Minter Survey, located at 5017, 5113, and 5201 Roberts Road, Case ZC15-011

5c Ordinance O-15-1965

Adoption of the Colleyville Economic Development Corporation Fiscal Year 2016 (FY 2016) Budget

5d Ordinance O-15-1966

Amending Ordinance O-14-1929 relating to the Fiscal Year 2015 budget

5e Ordinance O-15-1967

Adoption of the proposed Fiscal Year 2016 (FY 2016) budget

5f Ordinance O-15-1968

Adoption of the Ad Valorem Tax Rate for Fiscal Year 2016 (FY 2016)

5g Ordinance O-15-1969

Approval to amend various sections of the Colleyville, Texas, Code of Ordinances, setting fees and charges for City services

5h Ordinance O-15-1970

Approval to amend Ordinance O-04-1446 to include non-voting liaison appointments to the Parks and Recreation Advisory Board

6. RESOLUTION(S): READING AND PUBLIC HEARING**6a Resolution R-15-3907**

Adoption of the Fiscal Year 2016 to 2020 (FY 2016-2020) Capital Improvement Program (CIP)

6b Resolution R-15-3908

Consideration of appointments to the Colleyville Economic Development Corporation

6c Resolution R-15-3909

Consideration of appointments to the Historical Preservation Committee

6d Resolution R-15-3910

Consideration of appointments to the Library Board

6e Resolution R-15-3911

Consideration of appointments to the Metroport Teen Court Advisory Board

6f Resolution R-15-3912

Consideration of appointments to the Parks and Recreation Advisory Board

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

8. REPORTS

Zoning Board of Adjustment - July 14, 2015

Monthly Financial Report - August 2015

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR SEPTEMBER 15, 2015 - READING AND PUBLIC HEARING - RESOLUTION R-15-3913**10. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards Friday, September 11, 2015, by 5:00 p.m.

Amy Shelley, TRMC
City Secretary

A quorum of any Colleyville board, commission, or committee may be present at this meeting.

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

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



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-1

Agenda Date 09/15/2015

Type Pre Council

Department Library

Title

Colleyville Public Library Long-Range Plan Update

Strategy Map Connection

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

C2- Deliver high quality and unique customer

B1- Seek innovative technology solutions where appropriate

B2- Proactively seek process improvements and sustainable solutions

Explanation

This item is provided as a report to City Council on the Colleyville Public Library Long-Range Plan update. Texas public libraries are accredited in the Government Code 441.127(a), Library Systems, under the authority of the Texas State Library and Archives Commission. To be considered for accreditation, a public library must submit an annual report to the Texas State Library and Archives Commission by April 30 and complete an Accreditation in State Library System Application. Libraries that are accredited are eligible for certain services from the State Library. The primary services include: the TexShare databases consortium, Inter-Library Loan program, TexShare card program, Continuing Education programs and Consulting services. (Texas State Library and Archives Commission - Colleyville Public Library TexShare Participation Summary Report attached). Each public library applying for membership in the Texas Library System must meet requirements defined in the Texas Administrative Code, Title 13, Chapter 1, Rules §1.71 - §1.86. Rule §1.83.6 of the Administrative Code states the following:

"The library must have a long-range plan that is approved by its governing board. This plan must be reviewed and updated at least every five years and must include a collection development element."

Since the opening of the Colleyville Public Library on November 24, 2003, the Library has completed two long-range planning documents:

- **Colleyville Public Library Long-Range Plan FY2007 – FY2011**

When the initial building phase was completed, the Colleyville Public Library Board and staff embarked on a planning process to create a new long-range plan for the

Colleyville Public Library. The purpose of the plan was to identify the community's information needs and how the fledgling Library could best address those needs. The plan included vision and mission statements for the Library and identified goals, objectives, and activities to implement service priorities, which would serve as the Library's focus for the next five years. This plan provided a foundation for the Library's next planning document.

- **Library Spatial Reorganization Plan 2009 – 2014**

In May of 2008, the Library launched a Spatial Reorganization Plan project. The purpose of the project was to create a holistic understanding of library service needs through research and data analysis, as well as a stakeholder and community outreach process. The project explored innovative and creative strategies for reorganizing space allocation and utilization to support services that would enable the City and Library to realize its vision, goals, and strategic objectives. During the planning process, it was revealed the community was ready for the Library to reinvent itself to meet the needs of this, and the next generation, and to be a third place in the community – one that is not home or work, but a place that people love for its representation of the unique and special characteristics of small town Colleyville. In looking to the future, a space program was developed to identify the square footage necessary to accommodate the goals for growth in collections, services, and programming, as well as for the types of spaces that the community sought.

As a result of this plan, the Library embarked on a Spatial Reorganization Project, which was started in January 2011 and was completed in April of 2011. The project features included:

Developed Second Floor – 9,000 square feet of space to include:

- New children's area
- One large meeting room space dividable into two
- Story time and craft rooms

Reorganized First Floor – 4,000 square feet of space to include:

- New teen area
- Expanded self-checkout area to facilitate self-service options
- Added shelving for collection
- Created a quiet reading area for adults
- Installed two automated material handling systems, which automated the return of library materials through check-in by customers

This plan will provide a foundation for the Library's next planning document.

- **Colleyville Public Library Long-Range Plan Update**

At the April 14, 2014 meeting, the Colleyville Public Library Board discussed that the Library's current long-range plan would be five-years-old and needed to be updated to meet requirements defined in the Texas Administrative Code. The Voluntary Library Fund was identified as a source of funding for the project. Resolution R-03-2237 (attached), provides for the Voluntary Library Fund to be used for the purpose of the development and improvement of library programs and services, and for approved library programs and capital items, including collection development (books, DVDs, CDs, digital, and other). On April 14, 2014, the Colleyville Public Library Board unanimously approved the use of the Voluntary Library Fund for professional services to update the Library's Long-Range Plan, in an amount not to exceed \$25,000, and requested that it be presented to the City Council for approval. On September 2, 2014, staff sought City Council approval for the use of the Voluntary Library Fund for professional services to update the Library's Long-Range Plan, in an amount not to exceed \$25,000.

In October 2014, the Library staff and Board started to work with Aaron Babcock of Hidell and Associates Architects, as a consultant, to update the plan. The goal of the plan was to include recommendations for the delivery of library services and programs to meet the dynamic, changing needs of the community for the next five years. To date, the long-range plan update project has included the following tasks:

Data Collection

The data collection phase has established factual criteria regarding the Colleyville Public Library, its users, local and national trends impacting library service, and funding. Demographics and growth data, library service analysis data, and future trends data were utilized during this phase.

Design Workshop

The workshop phase with the key stakeholders brought together the exchange of ideas and information gathered from the previous data collection tasks through an intensive and highly integrated workshop session; utilizing the data as a backdrop to start the discussion and navigate solutions. The results of the workshop process established short and long-term goals for user-centered service delivery, marketing, collections, technology, programs, and services.

Long-Range Plan Survey

The next project task to be completed includes a library assessment survey (attached). On August 10, 2015, the Colleyville Public Library Board unanimously approved the proposed survey and requested that it be presented to the City Council for approval. When approved, City staff will implement the Colleyville Public Library – Long-Range Plan Survey Communications/Promotional Plan (attached).

Final Report

This phase will include the compiling of all analysis, information and recommendations in a comprehensive document that includes the established data, priorities from the collaborative, planning workshop, and the library assessment survey responses into a feasible solution (with multiple options), and associated costs. The final document will articulate a vision and plan for the Colleyville Public Library for the next five years, and will provide recommendations for user-centered service delivery, marketing, collections, technology, programs, and services. The final plan will include vision and mission statements for the Library and identified goals, objectives, and activities to implement Library core service priorities, identified in the City's Business Plan. A first plan draft is scheduled to be presented to the Library Board at the December 14, 2015 meeting, and a final planning document is scheduled to be presented to the Library Board at the February 8, 2016 meeting. This plan will not include building reconfigurations or propose an expansion to the Library.

Aaron Babcock, Hidell and Associates Architects, will present an update on the long-range planning process phases that have been completed and an overview of the final project phases.

Attachments

1. Colleyville Public Library Long-Range Plan Presentation
2. Texas State Library and Archives Commission - Colleyville Public Library - TexShare Participation Summary Report
3. Resolution R-03-2237
4. Colleyville Public Library - Long-Range Plan Survey - 2015
5. Colleyville Public Library - Long-Range Plan Survey - Communications/Promotional Plan - 2015

COLLEYVILLE PUBLIC LIBRARY

LONG-RANGE PLAN



COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

INTRODUCTION

The Planning Process

- Part of Colleyville Public Library's ongoing commitment of service to the community.

The Objective

- Identify and review community needs regarding library services
- Evaluate present services and facility in relation to need
- Identify improvements that will satisfy community needs

The Result

- A working document of goals and objectives that will guide the library through the next five years
- Satisfy the Texas State Library mandate that all accredited public libraries have a current Long-Range Plan

COLLEYVILLE PUBLIC LIBRARY LONG-RANGE PLAN

How the plan will identify and review community needs?

1. Ask the community

Online survey

2. Inspect community use

General use analysis



COLLEYVILLE PUBLIC LIBRARY EXISTING CONFIGURATION

ASK THE COMMUNITY

ONLINE SURVEY



Targeted questions for...

NON-USERS QUESTIONS

- Reasons for non-use
- Use of competing services
- Conveniences needed
- Services needed

USERS QUESTIONS

- Amount of use
- Rating of services/staff
- How to improve current use

TIMELINE

- Survey Available October 1 – November 14
- Advertisement
 - October edition of Communicator
 - E-Communicator, Facebook, Colleyville.com, Colleyville E-News
 - City cable channel and all city electronic message boards
 - Survey bookmarks at Public Library / City Hall / Senior Center

Online survey questions have been approved by the Library Board

COLLEYVILLE PUBLIC LIBRARY EXISTING CONFIGURATION

GENERAL USE ANALYSIS *(Fiscal Year 2013-2014)*

IT'S A DESTINATION!

**134,314 VISITS
FY 2013-2014**

OR

**67% ABOVE THE STATE
AVERAGE FOR PEER
COMMUNITIES**



COLLEYVILLE PUBLIC LIBRARY EXISTING CONFIGURATION

GENERAL USE ANALYSIS (*Fiscal Year 2013-2014*)

CIRCULATION IS STRONG



102% ABOVE

THE STATE AVERAGE
(For communities of similar size)

234,667 items or 9.6 items per resident

COLLEYVILLE PUBLIC LIBRARY EXISTING CONFIGURATION

GENERAL USE ANALYSIS *(Fiscal Year 2013-2014)*

CARDHOLDER USE IS TYPICAL

Harris Interactive Poll

- 35% of cardholders use a library at least once a year
- 15% of cardholders use a library more than 25 times a year

Pew Research Study

- 10% of US Population are “highly engaged” library users

Colleyville Stats

- 38% of cardholders used the library at least once (2013-2014)*
- 11% of cardholders used the library more than 25 times (2013-2014)*

* Statistic includes check-out and renewals only. Library program attendance and online use was not included.

COLLEYVILLE PUBLIC LIBRARY EXISTING CONFIGURATION

GENERAL USE ANALYSIS *(Fiscal Year 2013-2014)*

QUALITY PROGRAMMING

Offsite Programs

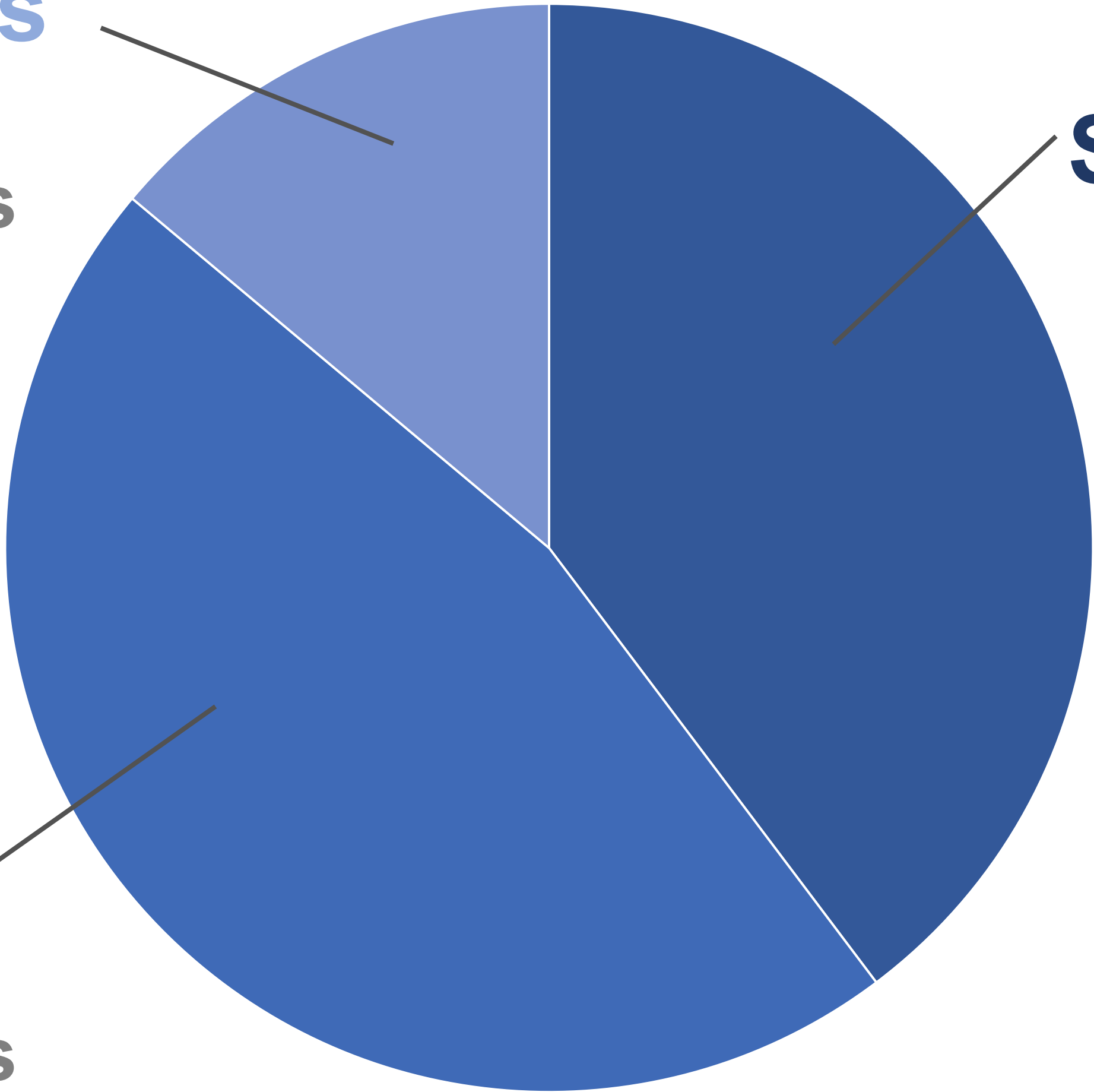
- 6 Programs
- 2,663 Attendees

September - May

- 375 Programs
- 7,610 Attendees

June – August

- 140 Programs
- 8,885 Attendees

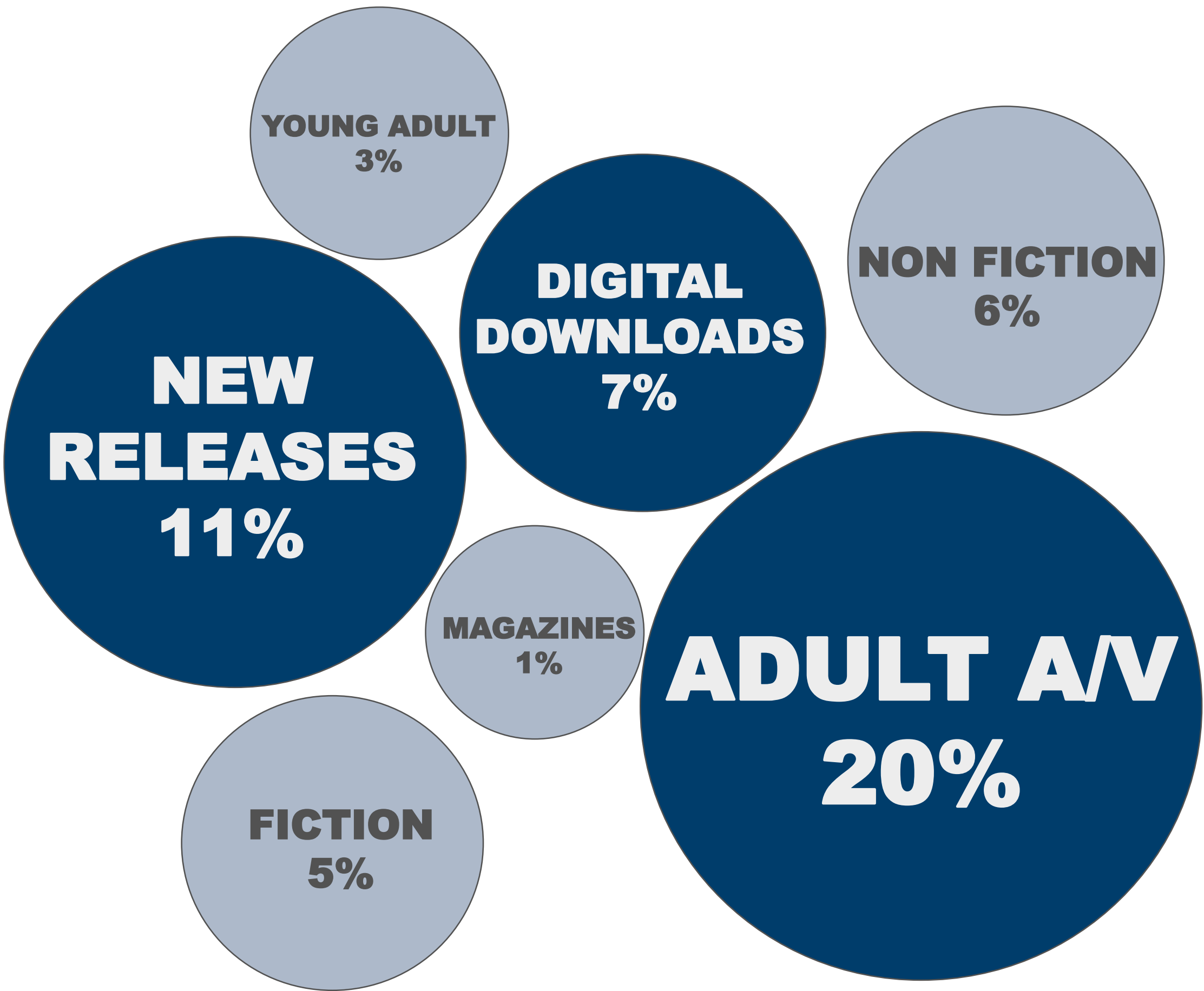


COLLEYVILLE PUBLIC LIBRARY EXISTING CONFIGURATION

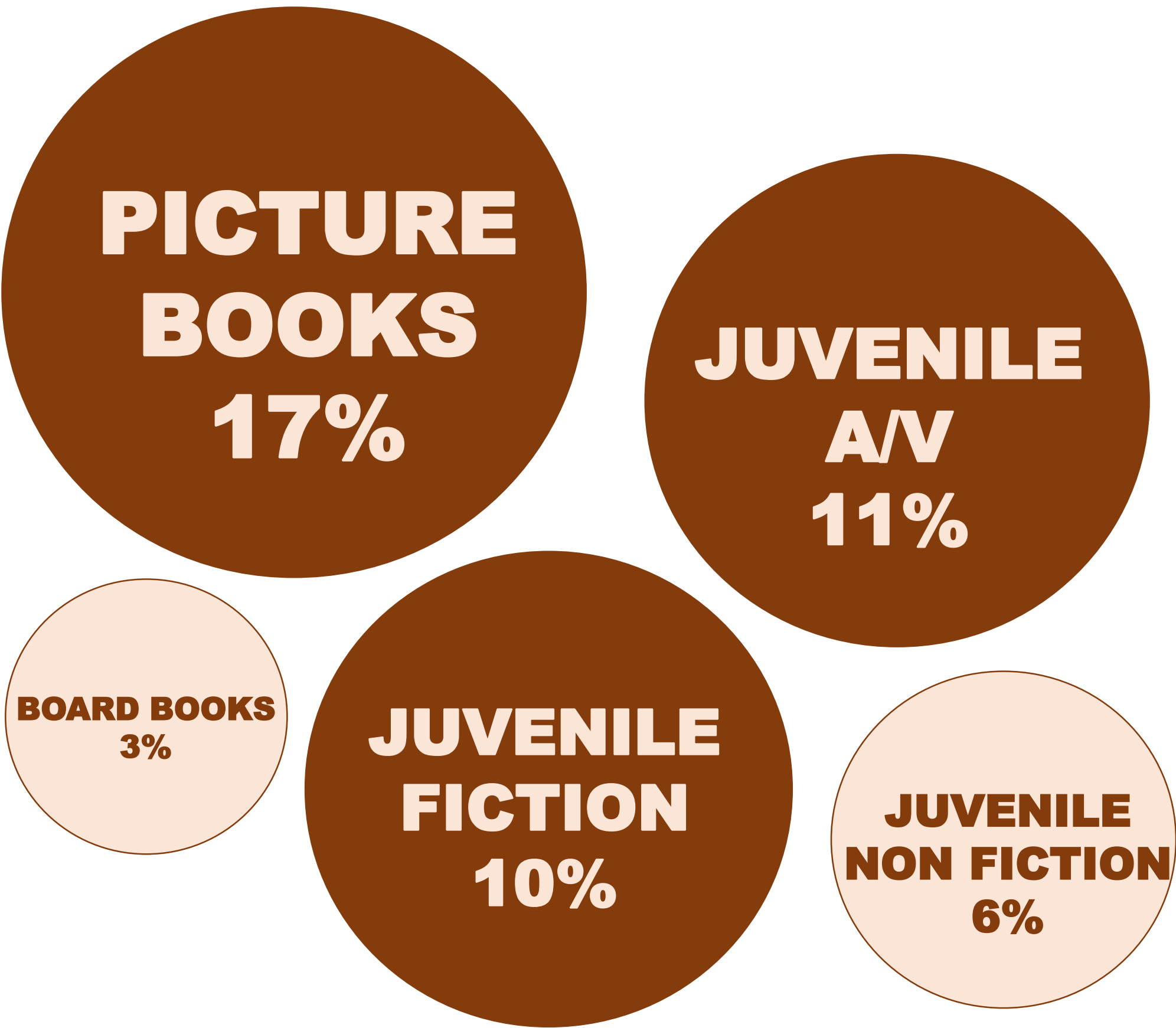
GENERAL USE ANALYSIS *(Fiscal Year 2013-2014)*

WHAT PATRONS ARE CHECKING OUT

ADULT COLLECTION

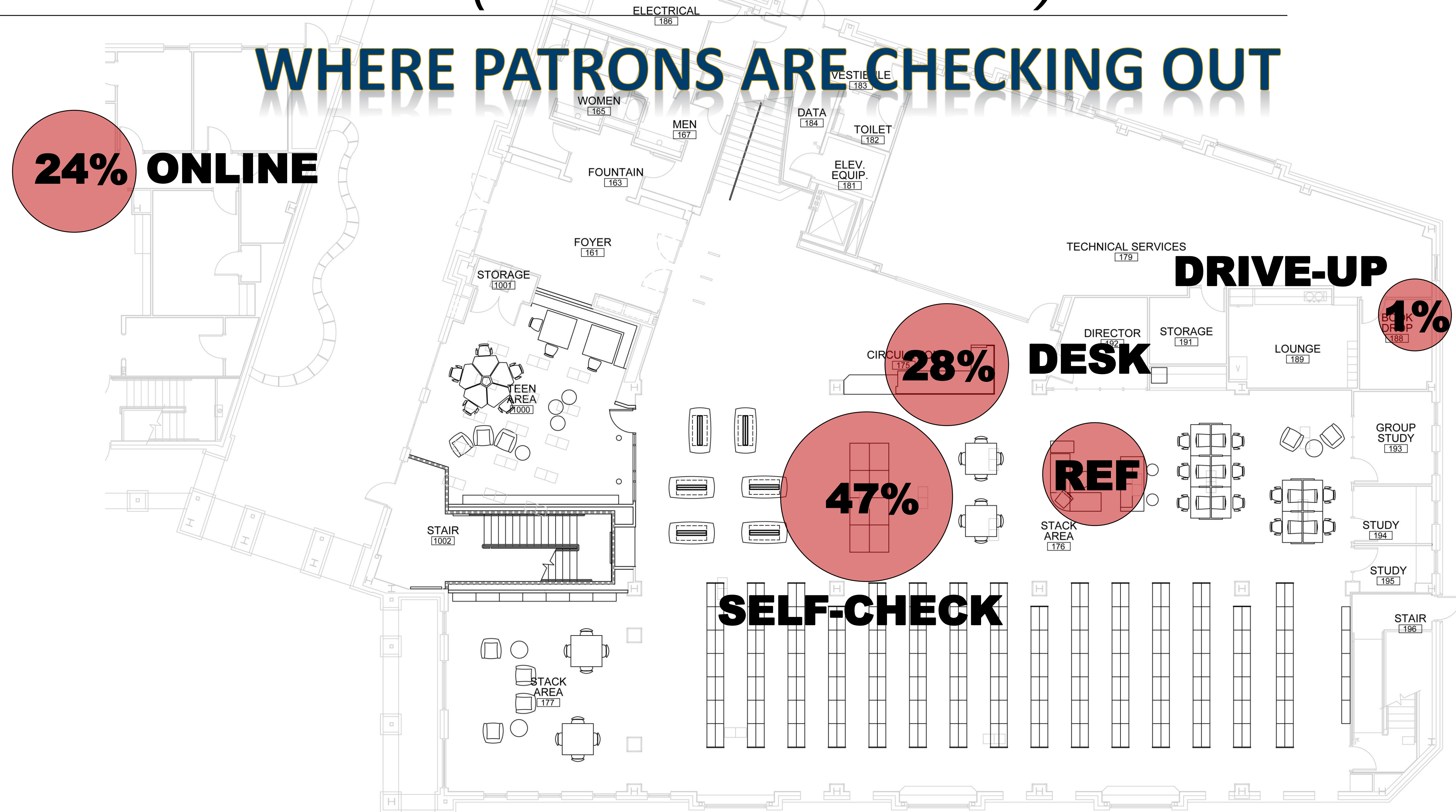


CHILDREN'S COLLECTION



COLLEYVILLE PUBLIC LIBRARY EXISTING CONFIGURATION

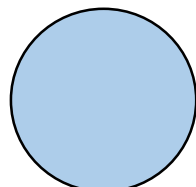
GENERAL USE ANALYSIS *(Fiscal Year 2013-2014)*

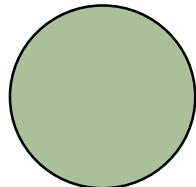


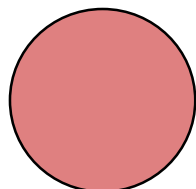
COLLEYVILLE PUBLIC LIBRARY EXISTING CONFIGURATION

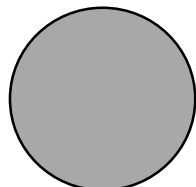
GENERAL USE ANALYSIS *(Fiscal Year 2013-2014)*

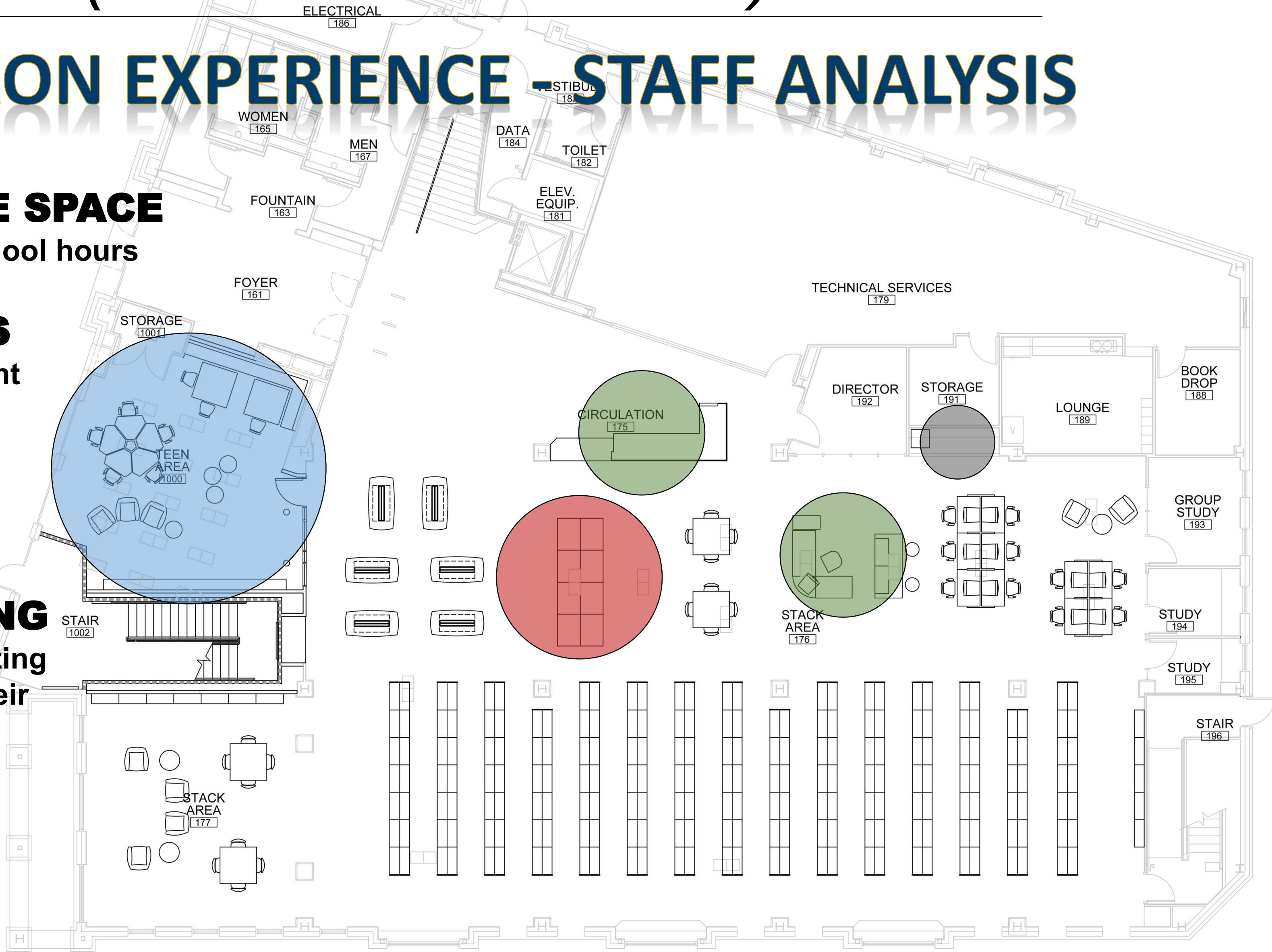
PATRON EXPERIENCE - STAFF ANALYSIS

 **COLLABORATIVE SPACE**
Maximize use during school hours

 **SERVICE POINTS**
Simplify user engagement

 **SELF CHECK**
Reconfigure to meet
patron use patterns

 **PATRON PRINTING**
Implement wireless printing
for patrons that bring their
own device



COLLEYVILLE PUBLIC LIBRARY EXISTING CONFIGURATION

GENERAL USE ANALYSIS *(Fiscal Year 2013-2014)*

AMENITIES UTILIZATION

COMPUTER USE

- ADULT COMPUTERS
 - Used **20%** of available hours

STUDY ROOM USE

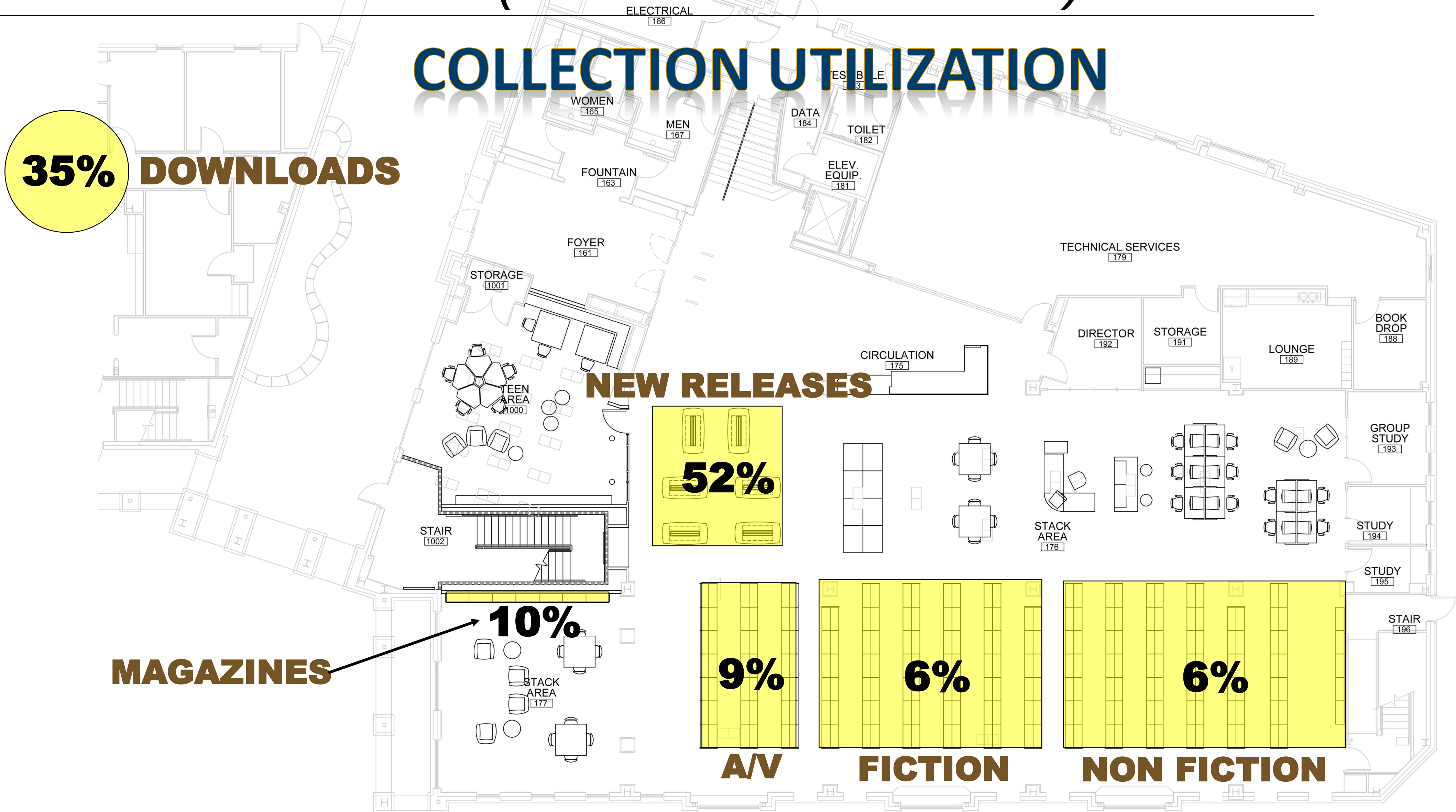
- FIRST FLOOR STUDY ROOMS
 - Used **69%** of available hours

MEETING ROOM USE

- SECOND FLOOR MEETING ROOMS
 - Used **76%** of available hours

COLLEYVILLE PUBLIC LIBRARY EXISTING CONFIGURATION

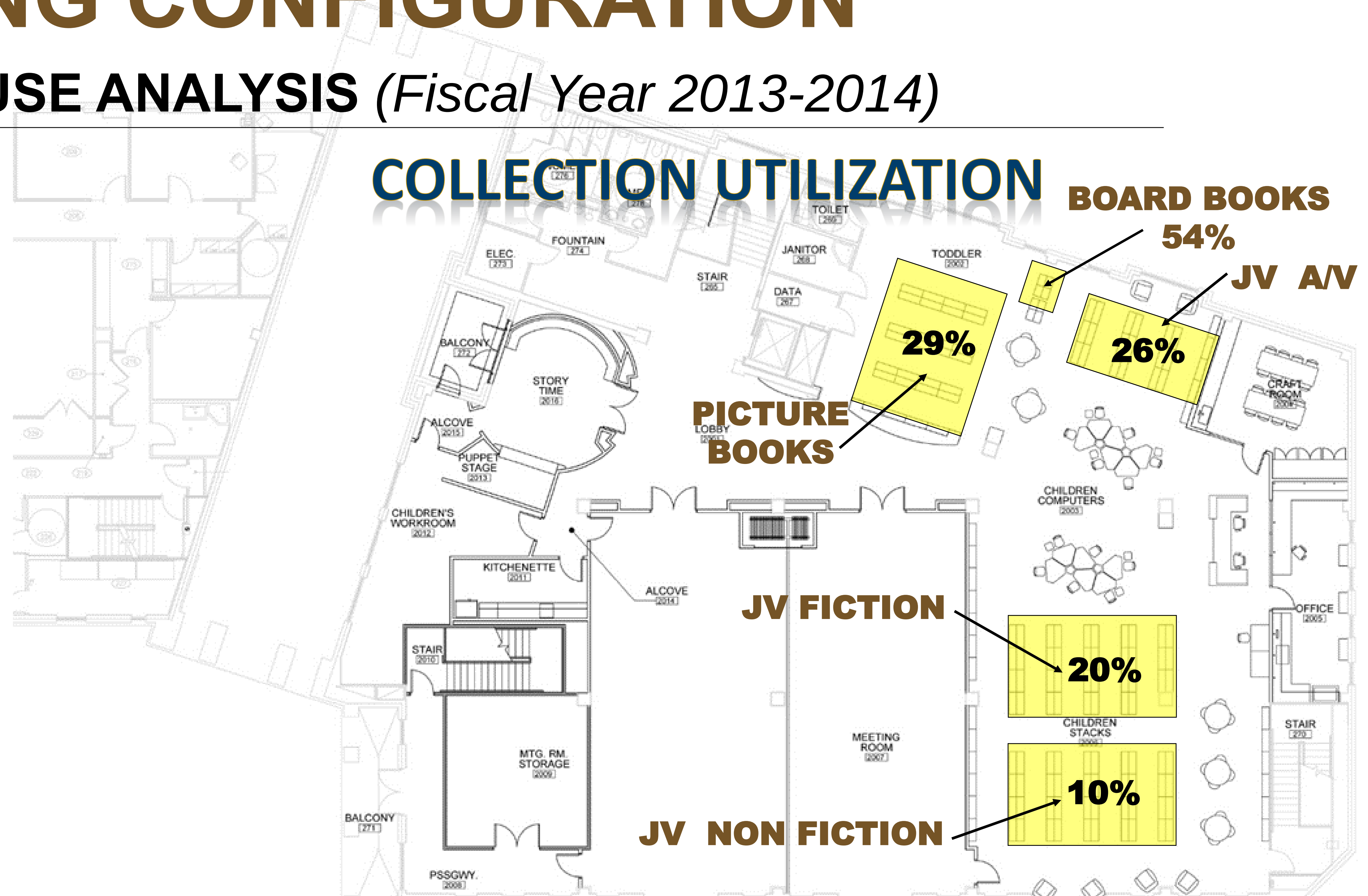
GENERAL USE ANALYSIS *(Fiscal Year 2013-2014)*



* Utilization is the amount of collection in circulation at any given time *(Collection Turnover / Circulation Period)*

COLLEYVILLE PUBLIC LIBRARY EXISTING CONFIGURATION

GENERAL USE ANALYSIS *(Fiscal Year 2013-2014)*



* Utilization is the amount of collection in circulation at any given time *(Collection Turnover / Circulation Period)*

COLLEYVILLE PUBLIC LIBRARY EXISTING CONFIGURATION

WHAT THE NUMBERS TELL US

WAYS TO ...



REALLOCATE COLLECTIONS

- Increase collection of high utilized items
- Reduce/weed collection of low utilized items

REORGANIZE

- Evaluate/reduce low use items
- Increase opportunities for high use items

COLLEYVILLE PUBLIC LIBRARY

LONG-RANGE PLAN





TexShare Participation Summary Report for Colleyville Public Library

Report date: December 2013

*The TexShare consortium focuses on the efficient sharing of library holdings,
with an emphasis on electronic information resources and traditional collections of books and journals.*

Location: Colleyville • Population Served: 22,807



Cost to Library for the TexShare Databases:

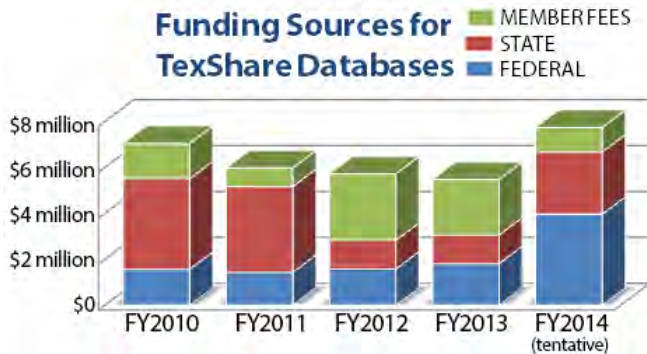
\$1,067

Value of the TexShare Databases:

\$45,629

*sum of vendor-provided prices for this library, without discount

Funding Sources for TexShare Databases



Other TexShare Program Participation



TexShare Card Program: Yes

The TexShare Card is a reciprocal borrowing program. Local libraries issue TexShare Cards to patrons, who then can borrow materials from any other participating Texas library.



Navigator ILL: In progress

The Texas Group Catalog, a statewide interlibrary loan system connects the state's 500 public libraries. It manages interlibrary loan requests for books, DVDs and articles.



TExpress: Yes. 2 days/week service with \$385 subsidy from TexShare

For libraries that process a lot of Interlibrary Loan materials, this courier provides a cost-effective way to ship items.

How Many Libraries Are in TexShare?

4-year public colleges and universities: **49**

4-year private colleges and professional schools: **48**

Community Colleges: **58** * Libraries of Clinical Medicine: **4**

Public Libraries: **534**

*as of October 1, 2013

Now... More E-Resources Than Ever for Your Patrons!

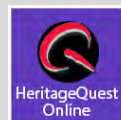
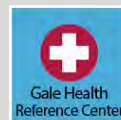
New in TexShare!
EBSCO Do-It-Yourself Reference Centers



LearningExpress Library Job & Career Accelerator Update your job skills, prep for tests, fine-tune your resume, or start the search for your new career right here! These interactive online tools guide you step-by-step!

THE AMERICAN WEST
AMERICAN INDIAN
HISTORIES AND CULTURES

New in TexShare! Resources
that bring to life the stories
and histories of the American
West and its inhabitants in
full-color images, documents, and manuscripts!



Searchasaurus

Student Research Center

One Interface for Dozens of Electronic Resources

Exclusive content in areas of
science, health, business, history
and literature. Plus homework
help for students elementary
through college!



All available through your library's website or
www.libraryoftexas.org/texshare

TexShare is a program of the Texas State Library and Archives Commission and supported in part by grants from the US Institute of Museum and Library Services, the primary source for federal support of the nation's libraries and museums.

Contact TexShare at: texshare@tsl.texas.gov or call 800-252-9386

RESOLUTION R-03-2237

**A RESOLUTION ESTABLISHING THE ALLOWED USES OF THE
VOLUNTARY LIBRARY FUND**

WHEREAS, the mission of the Colleyville Public Library is to provide cultural, educational, intellectual and recreational resources in an inviting environment to enhance the quality of life for all ages; and

WHEREAS, the City of Colleyville can anticipate continued growth in the demand for library programs and services; and

WHEREAS, it is the opinion of the City Council that the best interest of the citizens of Colleyville will be served by providing for a voluntary library fund; and

WHEREAS, the City Council has established the Colleyville Public Library Board and this Board shall serve as a recommending body to the City Council for the use of the Voluntary Library Fund.

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

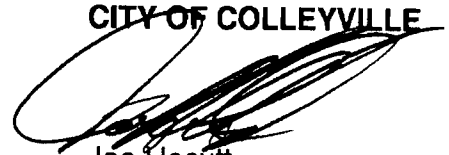
- Sec. 1. THAT a voluntary library fund has been established for the purpose of the development and improvement of library programs and services; and said fund can be used for approved library programs and capital items, including collection development (books and materials) and other items as desired by the City Council; however, said fund will not be used to provide for ongoing library maintenance and operations.
- Sec. 2. THAT the voluntary library fund is funded through a voluntary donation of one (\$1) per month from the citizens of Colleyville.
- Sec. 3. THAT this fee is listed with the Library Donation Fund as a separate entry on the Colleyville residents' water bills and is in all ways strictly voluntary.

AND SO IT IS RESOLVED.

PASSED BY A VOTE OF 5 AYES, 0 NAYS AND 0 ABSTENTIONS ON THIS
THE 7th DAY OF October 2003.

ATTEST:


Cynthia Singleton, TRMC
City Secretary

CITY OF COLLEYVILLE

Joe Hocutt
Mayor



Potential online survey questions for the Colleyville Public Library:

1. Do you have a library card?
 - a. Yes
 - b. No

2. When was the last time you used the Colleyville Public Library?
 - a. Within the last month
 - b. Between one and three months
 - c. Between three and six months
 - d. Between six months and one year
 - e. More than one year
 - f. Never, I am not a library user. (Please skip to question #5.)

3. Please rate us on the following: (*Excellent, Good, Fair, Poor*)
 - a. Customer service/staff
 - b. Quality of collection
 - c. Quality of programs
 - d. Library facility
 - e. Other (please specify):

4. What do you typically do when you visit the Colleyville Public Library? (*Select all that apply.*)
 - a. Pick up materials on hold
 - b. Use the public computers
 - c. Use the wireless network
 - d. Ask library staff for help to find materials
 - e. Read or browse the collection
 - f. Attend adult programs
 - g. Attend children's programs
 - h. Use the library for research
 - i. Use the library to complete homework
 - j. Meet for tutoring
 - k. Visit with friends
 - l. Check out books or magazines
 - m. Check out DVD's, CD's, audio books
 - n. Attend a meeting

- o. Other (please specify):
5. If you have not used the Colleyville Public Library in the past year, please tell us why: *(Select all that apply.)*
- a. I purchase my print books/movies/music/magazines from a local store or online retailer.
 - b. I download my books/movies/audio books/music/magazines from another source.
 - c. The library does not have the material I like/need.
 - d. The items I want are checked out.
 - e. I am not familiar with the services at the Colleyville Public Library.
 - f. The library location is not convenient.
 - g. The library hours are not convenient.
 - h. I use another public library.
6. Over the next five years, do you expect your use of the Colleyville Public Library to increase, decrease, or remain the same?
- a. Increase
 - b. Decrease
 - c. Remain the same
7. When you are looking for books, movies, or music, where do you go? *(Select all that apply.)*
- a. Colleyville Public Library
 - b. Online retailer (Amazon, iTunes, Barnes and Noble, etc...)
 - c. Local bookstore
 - d. Local retail store
 - e. Borrow/trade with friends and family
 - f. Other libraries
 - g. Other (please specify):
8. What is the most convenient time for you to visit the library?
- a. Weekday mornings
 - b. Weekday afternoons
 - c. Weekday evenings
 - d. Saturday mornings
 - e. Saturday afternoons

9. How do you feel the Colleyville Public Library compares to other area libraries?
- Collection and services are not as good as most area libraries.
 - Collection and services are about the same as most area libraries.
 - Collection and services are better than most area libraries.
 - I am not familiar with the collection and services of other libraries in my area.
10. What is the role of the Colleyville Public Library? (*Select all that apply.*)
- Provide resources for small businesses and entrepreneurs.
 - Provide online services such as magazine articles and books to download.
 - Provide space for public meetings and community events.
 - Provide spaces, programs, and materials for citizens.
 - Provide access to computers.
 - Provide access to the internet.
 - Provide books, movies, and music for people to borrow.
 - Provide education or cultural exhibits.
 - Offer services and material for English language learners.
 - Offer resources for personal use, such as health or financial information.
 - Provide access to government forms and information.
 - Provide services for job seekers and career development.
 - Offer comfortable, welcoming spaces for reading and research.
 - Provide information and resources for students and others doing research.
11. What additional services would enhance your experience in the future? (*Select your top three choices.*)
- Increased selection of bestselling books
 - Increased selection of DVD's
 - Increased selection of downloadable books
 - Activities and educational programs for children and teens
 - Literary events (author readings, author talks, book talks)
 - Cultural events (music, film, dance, drama, or other arts)
 - Consumer health, finance, and other topical programs
 - Technology training
 - Education or cultural exhibits
 - Services for job seekers and career development
 - Expanded promotion of programs and events
 - Resources for small businesses and entrepreneurs

- m. Civic engagement and current events presentations and discussions
 - n. Other (please list any services you would like to see that are not listed above):
12. What library improvements will enhance your experience in the future? (*Select your top three choices.*)
- a. Furniture with power to plug in your devices
 - b. Additional study room space
 - c. Additional tables and chairs
 - d. Casual seating for reading, studying, or meeting with friends
 - e. Easier access to popular materials
 - f. Additional computer access
 - g. Other (please list any services you would like to see that are not listed above):
13. If you use technology in your everyday life (such as a smartphone, tablet, e-reader, or computer), please select the following statements that apply:
- a. I download free books and/or magazines from the Colleyville Public Library to my device.
 - b. I was not aware that that Colleyville Public Library offers free downloadable books and magazines.
 - c. I prefer to read print books/magazines.
 - d. I download books and/or magazines from an online vendor.
(*Amazon, Barnes and Noble, iTunes*)
 - e. I expect my use of digital downloaded content to increase over the next five years.
 - f. I expect my use of digital downloaded content to stay the same over the next five years.
 - g. I expect my use of digital downloaded content to decrease over the next five years.
14. How do you typically find out about Colleyville Public Library programs? (*Select all that apply.*)
- a. City website
 - b. Colleyville E-news
 - c. Colleyville Communicator
 - d. Library website
 - e. Library email
 - f. Library calendar
 - g. City's Facebook page
 - h. Library digital program brochure

- i. City water bill insert
 - j. Library signage
 - k. Library staff
 - l. Newspaper
 - m. Word of mouth
 - n. Other (please specify):
15. Do you have children under the age of 18 in your household?
- a. Yes
 - b. No
16. Are you a City of Colleyville resident?
- c. Yes
 - d. No
17. Please suggest how we can improve our services to better serve you?

Thank you for your contribution to the Colleyville Public Library's Long-Range Plan. In appreciation of your participation, you will be entered for a chance to win a Samsung Galaxy Tab 4 Nook Edition or a Kindle Fire HD 7. If you would like to be entered into the drawing to be held November 30, 2015, please complete the following fields with your contact information. You must reside in the Colleyville city limits and be age 14 years or older to be eligible to win. Employees of the City of Colleyville are not eligible to win. You must complete the online survey and provide the following information in order to be entered into the drawing. No purchase is necessary. One survey and one entry per person only, please.

Yes, please enter my name into the drawing!

*Denotes required fields.

*Name:

*Address:

*Phone number:

*E-mail address:

*Age:

**Colleyville Public Library – Long-Range Plan Survey
Communications/Promotional Plan
October-November 2015**

<i>September 22-25</i>	Approved survey to web provider Brief in October edition of <i>Communicator</i> (send to printer)
<i>October 1</i>	Survey goes live on Colleyville.com with a banner and homepage story (Survey is live through November 14). Links also provided on Public Library departmental homepage. Media release distributed
<i>October 2</i>	E-Communicator sent to subscriber database with brief on survey and link Post on City of Colleyville Government Facebook page, with <i>call to action</i> link to survey Survey information goes up on city cable channel and all city electronic message boards Survey bookmarks at Public Library/City Hall/Senior Center
<i>October 9- November 13</i>	Weekly mention in Colleyville E-News with links to survey
<i>November 14</i>	Survey removed from Colleyville.com



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-2

Agenda Date 09/15/2015

Type Pre Council

Department Fire

Title

Discussion of ambulance billing

Strategy Map Connection

C2- Deliver high quality and unique customer service

B1- Seek innovative technology solutions where appropriate

B2- Proactively seek process improvements and sustainable solutions

C3- Attract and retain high quality businesses to provide a thriving, diversified tax base that attracts visitors

B4- Cultivate a culture of transparency and consistent communication

Explanation

The Fire Department provides the transport Emergency Medical Services (EMS) for the City of Colleyville. Often referred to as fire-based EMS, all members of the department are certified firefighters as well as certified Emergency Medical Technicians (EMTs) / Paramedics. The department currently operates with one ambulance, also known as a Mobile Intensive Care Unit (MICU). Included in the attached presentation is the workload information related to the number of EMS related calls annually, the number of hospital transports, and the percentage of total incidents from 2004 to current 2015.

The chart and accompanying graph included in the attached presentation, highlight the trend of a gradual, but increasing EMS workload, from 602 EMS calls in 2004, to 944 EMS calls in 2014, a 57 percent increase over the 10 year period. The data is based on calendar year, therefore, EMS calls for 2015 are not included in the percentage change.

Prior to January 1989, the City contracted for ambulance services with MedStar, a third party private ambulance provider. MedStar provided both the ambulance transport and billing services. In January 1989, the Fire Department established a fire-based EMS system and began providing transport ambulance service. The Fire Department also took over the associated billing and collection services internally, with the administrative office assistant being responsible for all ambulance billing and collection operations. The internal billing and collection arrangement continued until October 2005. At that time, the City determined greater revenue would be generated by contracting with a third party vendor for ambulance billing and collection services, and entered into a contract with Advanced Data Processing Inc., dba ADPI-Intermedix Corporation. ADPI-Intermedix has been providing, and continues to provide, the

ambulance billing and patient care reporting services for Colleyville through a series of three year contracts. By 2011, all neighboring communities, with the exception of Hurst and Roanoke, contracted with ADPI-Intermedix.

Staff has been reviewing the past and current performances of the billing and patient care reports for the purpose of evaluating the satisfaction level of ADPI-Intermedix's service delivery, compared with other vendors. Ambulance billing services have changed since the City of Colleyville contracted with ADPI-Intermedix in 2005. New ambulance billing service companies have joined the market and bring competitive services and pricing. Many fire departments have left ADPI-Intermedix for better contract terms and increased revenue generation through improved billing collection procedures. With the many technological advances and increased number of ambulance billing services now in existence, staff has taken the opportunity to consider other vendors for ambulance billing and patient care reporting services.

A committee of the Fire Department's EMS team evaluated several ambulance billing and electronic patient care report (ePCR) systems including Emergicon Ambulance billing service, SafetyPAD Electronic Patient Care Reports, ESO Ambulance Billing and Patient Care Reports, and ImageTrend Ambulance Billing. Interviews and demonstrations were conducted and thoroughly evaluated by the EMS team. Emergicon was selected for the ambulance billing service and SafetyPAD was selected for the ePCR system. Emergicon specializes in ambulance billing and collection services while SafetyPAD specializes in ePCR.

The committee identified several reasons for considering contracting with Emergicon and SafetyPAD, including:

- Specialized billing service and a specialized ePCR service makes for a more efficient and effective process.
- A nine year revenue analysis depicts that although total billings are increasing each year, the current collection percentage is stagnating in the 27 to 37 percent range.
- Anticipation of increased revenue through improved collection efforts.
- Ability to customize the billing and patient care reports.
- 75 percent of Emergicon clients are former ADPI-Intermedix clients and most have reported a 20-35 percent increase in revenues after contracting with Emergicon.

Emergicon is a Texas based ambulance billing service, which was formed in 2006. Emergicon prides itself on providing clients with a team of experts, dedicated to compliance, collections, and customer service. Their team of billing experts include quality assurance and improvement personnel, and a technology department.

Emergicon's client base includes the following cities:

Justin	Lucas	Prosper	The Colony
Krum	Mansfield	Roanoke	University Park
Lake Cities	Mineral Wells	Rowlett	Victoria
Lewisville	Murphy	Sanger	Westlake
Little Elm	Pilot Point	Southlake	Whitney

Emergicon's specialized billing services coupled with SafetyPAD's specialized electronic patient care reports provide a synergy for a more robust system focused on a more efficient and effective process for both. Emergicon will charge a fee of eight percent of the total amount collected on the account. Emergicon will also charge an additional fee of 1.5 percent for credit card payments.

SafetyPAD annual fees are estimated at \$4,247 total for patient care reporting and include:

- \$1.27 per record, estimated at 1,700 records per year, to equal \$2,159.00
- \$84 per year for 4 pen-based tablets (1 each apparatus), to equal \$336
- \$1,500 per year (\$125 month) for CAD Interface
- \$420.00 per year for faxing
- SafetyPAD fees will be paid through Emergicon

In contrast, ADPI-Intermedix provides both the billing and ePCR services, not specializing in one or the other. ADPI-Intermedix currently charges 11.1 percent of all monies collected for EMS billing provided by client, less refunds and 1.25 percent of all monies collected for use of an ADPI-Intermedix provided pen-based Panasonic Toughbook tablet, less refunds. ADPI-Intermedix's contract with the City of Colleyville was due for renewal in October 2014, but took over five months to agree on the language, which stifled the desire to sign a new agreement with that vendor. The new three year agreement lowered the contract fees to six percent of all monies collected, less refunds as a "preferred client", but maintained the 1.25 percent fee for the use of a pen-based Panasonic Toughbook tablet.

The anticipated increased revenue generated by Emergicon's billing collections will offset the difference between the 7.25 percent fee proposed by ADPI-Intermedix, (Colleyville currently pays ADPI-Intermedix 11.1 percent, ADPI-Intermedix is only willing to negotiate to the 7.25 percent because they are aware our surrounding cities have moved to Emergicon and have seen collection increases.)

To illustrate current and projected costs associated with ADPI-Intermedix and Emergicon with SafetyPAD, the following scenarios are provided:

ADPI-Intermedix
Current Fees:

\$33,000 anticipated monthly billing/collection
- 3,663 11.1% current fee
- 413 1.25 – fee for one Panasonic Toughbook
\$28,924 Collection to City

ADPI-Intermedix
Negotiable Fees:

\$33,000 anticipated monthly billing/collection
- 1980 6% fee with new contract
- 413 1.25 – fee for one Panasonic Toughbook
\$30,607 Collection to City

vs

Emergicon and SafetyPAD
Contract Fees:

\$33,000 anticipated monthly billing/collection
- 2,640 8% fee as a new contract
- 354 Combination of SafetyPAD monthly fees: four pen-based
tablets, faxing, interface and record administration
\$30,006 Collection to City

Related to the current ambulance billing and collection, improvements were made to the ADPI-Intermedix contract in 2011. The City Council approved guidelines for ambulance billing practices resulting in the attached Resolution R-11-3391, which clarified the definition of a “citizen” for the purpose of ambulance billing, as well as the definition of a “non-citizen”, balance billing, and reporting unpaid accounts to the credit bureaus. A citizen for ambulance billing purposes is a Colleyville resident or a citizen of the neighboring communities of Keller, Euless, and Grapevine. A citizen’s insurance is billed for all services provided during transport. Citizens without insurance are not billed. No payment beyond insurance is pursued from citizens. Any balance remaining on a citizen account is currently written off.

A non-citizen for ambulance billing purposes is a non-resident of Colleyville or is a resident of a neighboring community that does not reciprocate billing services. A non-citizen’s insurance is billed, followed by balance billing to the patient if not paid, or if no insurance is available. Balance billing is the practice of charging the patient directly for any ambulance charges not covered by insurance. Non-citizen accounts unpaid

after 90 days are sent to an outside agency for subsequent collection efforts for a period of an additional 120 days. Outstanding accounts of non-citizens are reported to the credit bureaus until such time as the account is paid in full.

Balance billing of “non-citizens” increases the cost recovery and helps to offset the “citizens” costs and recovery.

Many fire departments now also balance bill their “citizens” and a few offer annual subscriptions to cover any and all balance billings for the year. Bedford, Hurst, North Richland Hills, Richland Hills, and Southlake balance bill citizens and non-citizens in an effort to not have all citizens subsidize the cost of ambulance service for the few who use it. Bedford and Hurst have an annual subscription option for its citizens to cover the balance billing costs.

In addition, trends for ambulance service show Colleyville requests assistance from neighboring communities on average of three times for every one time we respond to a neighboring community to assist them. As a result, our citizens are three times more likely to be balanced billed as a result of our neighbors' balance billing practices.

Staff is recommending approval to move forward with changing the ambulance billing and patient reporting services from ADPI-Intermedix to Emergicon for the ambulance billing services, and SafetyPAD for the patient care reporting services. Staff is also seeking City Council direction on whether to change the current “citizen” and “non-citizen” categories for ambulance billing to balance billing of all patient transports.

Attachments

1. Discussion of Ambulance Billing Presentation
2. Resolution R-11-3391 Ambulance Billing Guidelines
3. Intermedix Ambulance Billing Agreement
4. Emergicon Ambulance Billing Agreement and Addendum
5. SafetyPAD Patient Care Reporting Agreement



Discussion of Ambulance Billing

Pre Council Meeting
September 15, 2015

Emergency Medical Services System



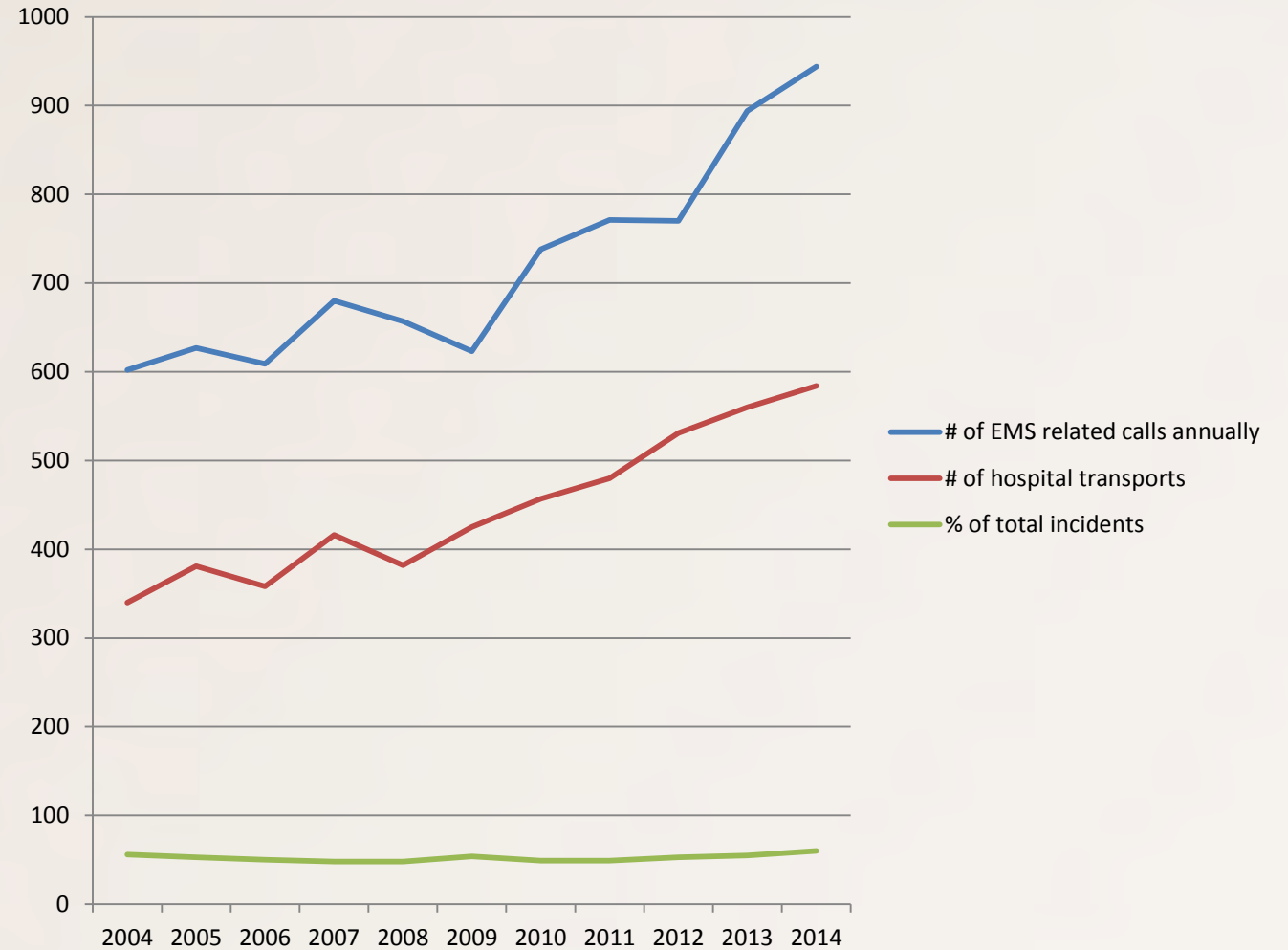
- Fire Department provides the transport Emergency Medical Services for the City
- All members of the Fire Department are certified firefighters
- All members of the Fire Department are Emergency Medical Technicians / Paramedics
- The department currently operates with one ambulance



Work Load Statistics



Year	# of EMS related calls annually	# of hospital transports	% of total incidents
2004	602	340	56
2005	627	381	53
2006	609	358	50
2007	680	416	48
2008	657	382	48
2009	623	425	54
2010	738	457	49
2011	771	480	49
2012	770	531	53
2013	894	560	55
2014	944	584	60
2015	632	431	59



Fiscal Year 2015 Ambulance Budget



Personnel Services:	\$461,835
(6 FTE's)	
Contractual Services:	\$ 53,339
Supplies:	\$ 51,461
Ambulance Payment:	\$ 38,177
Total Program Cost:	\$604,812
Anticipated Revenue:	\$400,000
General Fund Impact:	\$204,812

Ambulance Billing History



- Prior to 1989, MedStar provided contract ambulance service
- January 1989, Fire Department established ambulance transport service
- Ambulance billing conducted in-house until October 2005
- Administrative Assistant was responsible for ambulance billing
- Billing numbers and net revenue lower

Ambulance Billing History (Cont.)



- Decision made to transition to an ambulance billing service to improve revenues
- October 2005, ADPI-Intermedix contracted to provide billing and patient care reporting
- Contract parameters and length
- By 2011, all neighboring communities except Hurst and Roanoke contracted with ADPI-Intermedix
- Duties and responsibilities of Intermedix

Nine Year Revenue Analysis



<i>Fiscal Year</i>	Total Billing	Net Revenue	Collection Percentage
2006	\$594,891	\$221,461	37.2%
2007	\$647,710	\$267,106	41.2%
2008	\$761,192	\$253,018	33.0%
2009	\$872,122	\$236,389	27.1%
2010	\$931,391	\$236,067	25.3%
2011	\$907,383	\$340,384	37.6%
2012	\$1,032,777	\$358,403	34.7%
2013	\$1,112,358	\$323,297	29.1%
2014	\$1,247,295	\$399,311	32.1%

Vendor Provider Review



- In March 2015 the Fire Department began looking into various ambulance billing and electronic Patient Care Reporting (ePCR) systems
- A committee of the Fire Department's EMS team evaluated several ambulance billing and ePCR reporting systems:
 - Emergicon: Ambulance billing
 - SafetyPAD: Electronic Patient Care Reports
 - ESO: Ambulance billing and Patient Care Reports
 - ImageTrend: Ambulance billing
- Interviews and demonstrations were conducted and thoroughly evaluated by the EMS Team
- Emergicon was selected for the ambulance billing service, and SafetyPAD was selected for the ePCR system

Emergicon Ambulance Billing Services



- Having a specialized billing service and a specialized ePCR service makes for a more efficient and effective process
- A nine year revenue analysis depicts that although total billings are increasing each year, the current collection percentage is stagnating in the 27 to 37 percent range
- Anticipate increased revenue through improved collection efforts
- Ability to customize the billing and patient care reports
- Seventy-five percent of Emergicon clients are former ADPI-Intermedix clients, and most have reported a 20-35 percent increase in revenues after switching to Emergicon

Emergicon Ambulance Billing Services (Cont.)



- Emergicon's client base includes the following cities:

Justin
Krum
Lake Cities
Lewisville
Little Elm

Lucas
Mansfield
Mineral Wells
Murphy
Pilot Point

Prosper
Roanoke
Rowlett
Sanger
Southlake

The Colony
University Park
Victoria
Westlake
Whitney

Emergicon/SafetyPAD Fees



- Emergicon's specialized billing services coupled with SafetyPAD's specialized electronic patient care reports provide a synergy for a more robust system focused on a more efficient and effective process for both
- Emergicon will charge a fee of 8% of the total amount collected on the account
- Emergicon will also charge an additional fee of one 1.5% for credit card payments
- SafetyPAD annual fees include:
 - \$ 1.27 per record, estimated at 1700 records per year, to equal \$2,159
 - \$ 84 per year for 4 pen-based tablets (1 each apparatus), to equal \$336
 - \$1,500 per year (\$125 month) for CAD Interface
 - \$ 420 per year for faxing
 - \$4,247 annual total for patient care reporting services
- SafetyPAD fees will be paid through Emergicon

ADPI-Intermedix Fees



- ADPI-Intermedix provides both the billing and ePCR services, not specializing in one or the other
- ADPI-Intermedix currently charges 11.1% of all monies collected for EMS billing provided by client, less refunds
- ADPI-Intermedix also charges 1.25% of all monies collected for use of an Intermedix-provided pen-based Panasonic Toughbook tablet, less refunds
- ADPI-Intermedix's contract with the City of Colleyville was due for renewal in October 2014, but took over five months to agree on the contract language, which provided an opportunity to explore other vendors
- The new ADPI-Intermedix three year agreement lowered the contract fees to six percent (6%) of all monies collected, less refunds as a "preferred client", but maintained the 1.25% fee for the use of a pen-based Panasonic Toughbook tablet

Ambulance Billing History (Cont.)



- Previous City Council Agenda, July 19, 2011, ambulance billing discussion
- Staff received City Council approved guidelines for ambulance billing practices, resulting in Resolution R-11-3391, which clarified:
 - Definition of a “citizen” for the purpose of ambulance billing guidelines
 - Definition of a “non-citizen” for the purpose of ambulance billing guidelines
 - Definition of balance billing
 - Reporting unpaid accounts to the credit bureaus
 - In district write offs

Definition of a “Citizen” (In District)



- A citizen for ambulance billing purposes is a Colleyville resident, or a citizen of the neighboring communities of Keller, Euless, and Grapevine
- A citizen's insurance is billed
- Citizens without insurance are not billed
- No payment beyond insurance is pursued from citizens
- Any balance remaining on a citizen account is written off

Definition of a “Non-Citizen” (Out of District)



- A non-citizen for ambulance billing purposes is a non-resident of Colleyville, or is a resident of a neighboring community that does not reciprocate billing services
- A non-citizen's insurance is billed, followed by balance billing to the patient if not paid or if no insurance is available
- Balance billing is the practice of charging the patient directly for any ambulance charges not covered by insurance
- Non-citizen accounts unpaid after 90 days are sent to an outside agency for subsequent collection efforts for a period of 120 days
- Outstanding accounts of non-citizens are reported to the credit bureaus until such time as the account is paid in full

Ambulance Service Trends



- Ambulance billing services have changed since the City of Colleyville contracted with ADPI-Intermedix in 2005
- New ambulance billing service companies have joined the market and bring competitive services and pricing
- Many fire departments have left ADPI-Intermedix for better contracts and increased revenue generation through improved billing collection procedures
- Many fire departments now balance bill their “citizens” and a few are offering annual subscriptions that cover any and all balance billings for the year

Ambulance Service Trends (Cont.)



- Bedford, Hurst, North Richland Hills, Richland Hills, and Southlake balance bill citizens and non-citizens
- Bedford and Hurst have an annual subscription option for their citizens to cover the balance billing costs
- Trends for ambulance service show Colleyville requests assistance from neighboring communities on average three times for every one time we respond to a neighboring community to assist them
- As a result, our citizens are three times more likely to be balanced billed as a result of our neighbors changing their policy towards us

Staff Recommendation



Staff is recommending approval to move forward with changing the ambulance billing and patient reporting services from ADPI-Intermedix to Emergicon for the ambulance billing services and SafetyPAD for the patient care reporting services.

Staff seeks City Council direction to change the “citizen” and “non-citizen” categories for ambulance billing to balance billing of all patient transports. This will move Colleyville in the direction to which many fire departments have already progressed, including Bedford, Hurst, Richland Hills, North Richland Hills, Roanoke and Southlake, who all balance bill citizens for ambulance transport costs.



Questions and Discussion

RESOLUTION R-11-3391

**A RESOLUTION ESTABLISHING AMBULANCE BILLING GUIDELINES
TO BE UTILIZED BY ADPI-INTERMEDIX, INC.**

WHEREAS, the City of Colleyville contracted with ADPI-Intermedix, Inc., for the provision of ambulance billing services in October 2005; and

WHEREAS, ADPI-Intermedix, Inc. requested City of Colleyville approved guidelines for patient billing practices; and

WHEREAS, the City of Colleyville established billing practices related to balance billing, use of collections and reporting unpaid accounts to credit bureaus.

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

- Sec. 1. **THAT** the City of Colleyville defines "citizen" for the purpose of ambulance billing guidelines, as a resident of Colleyville or the neighboring communities of Southlake, Grapevine, Keller, North Richland Hills, Bedford, or Euless, which also utilize the billing services of ADPI-Intermedix, Inc.
- Sec. 2. **THAT** the City of Colleyville defines "non-citizen", for the purpose of ambulance billing guidelines, as any person residing in a community outside of the cities listed in Section 1.
- Sec. 3. **THAT** the City of Colleyville authorizes ADPI-Intermedix, Inc. to bill a citizen's insurance provider for ambulance service and no collection efforts beyond insurance payments are authorized.
- Sec. 4. **THAT** the City of Colleyville authorizes ADPI-Intermedix, Inc. to bill a non-citizen's insurance provider for ambulance service and subsequent direct billing of the patient for any outstanding balance not covered by insurance providers.
- Sec. 5. **THAT** the City of Colleyville authorizes ADPI-Intermedix to submit accounts of non-citizens, with an outstanding balance beyond a period of 90 days, to an outside agency for subsequent collection efforts for a period of 120 days.
- Sec. 6. **THAT** the City of Colleyville authorizes ADPI-Intermedix to report the outstanding accounts of non-citizens to all credit bureaus until such time as the account is paid in full.

AND IT IS SO RESOLVED.

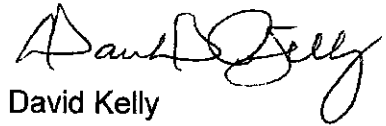
APPROVED BY A VOTE OF 7 AYES, 0 NAYS AND 0
ABSTENTIONS ON THIS THE 14th DAY OF August 2011.

ATTEST:



Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

**AGREEMENT BETWEEN
CITY OF COLLEYVILLE, TEXAS
AND
ADVANCED DATA PROCESSING, INC., dba INTERMEDIX CORPORATION
FOR AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of October, 2014 ("Effective Date") by and between City of Colleyville, a Texas municipality, with principal offices located at 100 Main Street, Colleyville, TX 76034 ("Client" or "City") and Advanced Data Processing, Inc., dba Intermedix Corporation, a Delaware Corporation with principal offices located at 6451 North Federal Highway, Suite 1000, Fort Lauderdale, Florida 33308 ("Intermedix") and the same Company which the City of Colleyville has entered into a Business Associate Agreement with, which is attached hereto as Exhibit "B" and incorporated herein.

RECITALS

WHEREAS, Client provides emergency and non-emergency medical services, including ambulance transport ("EMS"), for residents and visitors in its jurisdiction, and charges for such services; and

WHEREAS, Intermedix provides billing, collection and related consulting services and equipment for municipalities and other providers of EMS; and

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which Intermedix will render the Services as hereinafter provided;

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. ENGAGEMENT OF INTERMEDIX. During the Term of this Agreement, except for accounts referred to a collection agency as provided herein, Intermedix shall be exclusively responsible for the billing and collection of all charges and fees resulting from the delivery of EMS by Client, including but not limited to all charges and fees to private insurers, Medicare, Medicaid, other governmental programs, individual patients and their responsible parties (collectively, "Payors").

2. SCOPE OF SERVICES. Intermedix shall perform and carry out Services as specifically described in Exhibit A (the "Scope of Services"; collectively the Scope of Services and the Billing Service (as defined in Section 3.01) are the "Services"), which is attached hereto and incorporated herein by this reference. Client reserves the right to request changes in the Scope of Services within Intermedix's capabilities, which changes shall be implemented upon mutual written agreement of the parties specifying such changes and any change in compensation attributable thereto.

3. ACCESS TO BILLING SYSTEM.

3.01 Right to Use. During the Term of this Agreement, Intermedix grants to Client, access to Intermedix billing system solely to view Client's accounts, run various reports, and access to all data associated with the billing and collection process which is wholly owned by Client ("Billing Service"). During the Term of this Agreement, Intermedix will not in any way transfer to any third party or use in direct or indirect competition with Client any information or data posted by or for the benefit of Client on Intermedix's website and acknowledges that all such information is confidential ("Confidential Information"). Intermedix further acknowledges that its handling of information on behalf of Client is or may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. Intermedix agrees to comply with all of such laws, rules and regulations and restrictions, as is commercially reasonably possible, at its sole cost and expense. This Access to Billing System Section and all obligations contained therein will survive any termination or expiration of this Agreement.

3.02 User Restrictions. Client shall not, and shall not permit others to, without the express written consent of Intermedix: (i) use, receive, reproduce, copy, market, sell, distribute, license, sublicense, lease, timeshare, or rent the Billing Service, any other Service or any component thereof; (ii) modify, alter, translate or prepare derivative works based on the Billing System or Documentation is permitted; (iii) disassemble, decompile, decrypt or reverse engineer the Billing Service or in any way attempt to discover or reproduce source code for the Billing Service, or any portion thereof; or (iv) develop or license any third party programs, applications, tools or other products which interface or interact with the Billing Service. Client agrees not to remove the copyright, trade secret or other proprietary protection legends or notices which appear on or in the Billing Service, any other Service or the Documentation.

3.03 Internet Access. Client shall be responsible for providing its own Internet access necessary to provide the Billing Service, and in no event shall Client be provided with direct access (by modem or otherwise) to the Billing Service server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, Intermedix makes no guarantee that any given user will be able to access the Billing Services at any given time. There are no assurances that access will be available at all times and uninterrupted, and Intermedix shall not be liable to Client for its inability to access the Billing Service.

3.04 Reporting. Operational and financial data reports for Client will be available on the Billing Services when the Billing Service is available. The format and content of the data will be established and defined by Intermedix and such reports may be added, modified or deleted without notice to Client. Notwithstanding the foregoing, Client may request that specific, custom reports be made available to it at an additional charge to be negotiated between Intermedix and Client.

3.05 Acknowledgement with Respect to Reports. With respect to each report generated for Client as part of the Billing Service, Client acknowledges and agrees: (i) such report represents a "snapshot" of a moment in time, and as such, the snapshot may not be accurate with respect to financial results on the whole; (ii) the underlying data may be subject to

correction from time-to-time, which may change the results of the report or its interpretation; and (iii) the data represented in the report constitutes only a limited portion of all data available regarding Client's business. Accordingly, any particular report may not accurately represent the Client's then-current or future financial condition.

3.06 Intellectual Property. Client agrees that the equipment, computer hardware and software, billing and collection processing, Services, Billing Service and other related systems and equipment are the property and trade secrets of Intermedix, and that Client will not release any information regarding such Confidential Information (as such term is defined in Section 11.01) and/or trade secrets of Intermedix to any third party without the prior written consent of Intermedix. Client further agrees that, in connection with the use of certain data entry devices, Client may gain access to the intellectual property of third parties. Client understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. Client agrees to enter into such arrangements at Intermedix's request.

3.07 Audit Rights. From time to time and upon reasonable prior written notice, Intermedix may audit Client's use of the Services to help ensure that Client is in compliance with the terms and conditions of this Agreement, including, but not limited to, any payment terms. Any such audit will be conducted during regular business hours at the applicable facilities of Client. Client will identify and cooperate with Intermedix (or its representatives) to provide Intermedix (or its representatives) with reasonable access to all relevant equipment, personnel and records. Such audit may not disrupt City services.

4. COMPANY AND CLIENT RESPONSIBILITY.

4.01 Generally. Company and Client are responsible for all activity occurring under its User accounts and shall abide by all applicable laws and regulations in connection with its use of the Billing Service. Either party will immediately (and in no greater than twenty four (24) hours from the party's knowledge of the following) notify the other party and use best efforts to cease any further of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of each party related to the Services that is known or suspected of occurring; (iii) any use of false identity information to gain access to or use the Billing Service or records of the City; or (iv) any loss or theft of a hardware device on which there is access to the Billing Service or the City system (each of subsections (i) through (iv) a "Security Breach Event"). To the extent that any Security Breach Event involves Protected Health Information (as defined below), and is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated thereunder ("HIPAA"), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the "HITECH Act"), Client and Company shall comply with all applicable requirements under such laws, including any applicable breach notification requirements (i.e. notifications to affected individuals, the Department of Health and Human Services ("HHS"), and prominent media outlets) (the "HIPAA Notifications") triggered by the Security Breach Event. "Protected Health Information" means Individually Identifiable Health Information (defined at 45 C.F.R. § 164.501), transmitted or maintained in any form or medium, concerning individuals for whom the Client has performed EMS.

4.02 Rights Following Notification. Upon Intermedix's receipt of notification given by the Client of a Security Breach Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the Billing Service until such time as the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Billing Services, (ii) any other intellectual property rights of Intermedix or its affiliates or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that a Security Breach Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix or any of its affiliates unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable) Intermedix shall have such duty to notify affected parties, governmental entities or media outlets, as may be required by law.

4.03 Security. Client will require its Users to use a password to access the Billing Services in compliance with the Billing Security Characteristics. The "Billing Security Characteristics" means a password to access the Billing Services, which must be at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or a number. Intermedix shall use commercially reasonable efforts to maintain the security of the Billing Services, but shall not be responsible for the Client's loss or dissemination of passwords or other breaches beyond Intermedix's reasonable control.

4.04 In the event of a conflict between this Section 4 and the Business Associate Agreement, the Business Associate Agreement shall control.

5. COMPENSATION AND METHOD OF PAYMENT.

5.01 Fees. Intermedix shall be paid by Client a monthly amount representing fees for the Services provided by Intermedix hereunder, computed as follows:

(a) Six percent (6.0%) of all monies collected by Intermedix for EMS billing provided by Client less refunds ("Net Collections"), plus

(b) One and twenty-five hundredths percent (1.25%) of all monies collected for use of Intermedix-provided filed data capturing and reporting system consisting of one (1) Pen-based Panasonic Toughbook Tablet Units, Field Automation Software, Administrative Reporting System, including training and support (referred heretofore as "TripTix®"), less refunds ("Net Collections"), plus.

(c) All amounts set forth in any Exhibit, attached hereto.

5.02 Intermedix shall submit the monthly invoices for fees for the Services to City of Colleyville, 100 Main Street, Colleyville, TX 76034. Client shall pay the amount invoiced within thirty (30) days of receipt of such invoice. In the event Client disputes any part of the

invoiced amounts, such dispute shall be raised in writing to Intermedix within such thirty (30) day period or the invoice shall conclusively be deemed to be accurate and correct. Intermedix shall respond to any such notice of dispute within thirty (30) days of receipt thereof. Any overdue amounts which are not the subject of a good faith notice of dispute shall accrue interest at the legal rate not to exceed twelve percent (12%) per annum.

5.03 Bank Accounts. Client agrees that it will be solely responsible for the cost and maintenance of any and all of Client's bank accounts, lock-box and/or remote deposit services. Client agrees to assume and be responsible for all costs associated with credit card processing.

5.04 Taxes. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding and other taxes and duties. Client shall promptly pay Intermedix all taxes and duties assessed in connection with any such amounts, this Agreement and its performance by any authority within or outside of the U.S., except for taxes payable on Intermedix's net income.

6. COLLECTION EFFORTS.

6.01 Alternative Collection Arrangements. Intermedix will have the right, on Client's behalf, in its sole and complete discretion, to enter into an alternative collection arrangement with respect to any patient encounter performed by the Client if the total payments are for at least seventy percent (70%) of the amount of the bill.

6.02 Scope of Collection Efforts. If reasonable efforts have been made to collect a patient account of Client and such efforts have not been successful, Intermedix shall have the right to terminate collection efforts and close the account as an unpaid debt. As used herein "reasonable efforts" shall be defined to mean at least but not limited to one hundred twenty (120) days of active collection efforts in the ordinary course of business. In addition, Intermedix may terminate or suspend collection efforts in the event that Client has supplied Intermedix with materially incomplete or inaccurate billing and/or patient information. Absent contrary instructions from Client with respect to any patient encounter, the accounts that Intermedix has deemed to be uncollectible may be forwarded to a third-party collection agency for further collection effort.

6.03 Administrative Fee/Third Party Collection Costs. Client will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts. Client will be directly liable for all costs related to third party collections. and agrees to be responsible for approving submission of accounts to a third party collection service.

6.04 Excluded Persons. If any refunds of patient accounts of Client are required to be refunded to or offset by any government and commercial payor as a result of Client's violation of its obligations set forth in Exhibit A (Scope of Services), Section B.9. (an "Excluded Person Refund"), Intermedix shall not be required to refund to Client any commissions or fees earned or previously paid to Intermedix as a result of its collection of such Excluded Person Refund or otherwise include such Excluded Person Refunds in its calculation of Net Collections as set forth herein.

7. SYSTEM SUPPORT. Support and training of Client's Users will be provided subject to and in accordance with the terms of the Scope of Services.

8. INDEPENDENT CONTRACTORS. Intermedix is an independent contractor of Client and not an employee or agent of Client; provided, however, to the extent necessary to fulfill its billing and collection efforts under this Agreement, Intermedix, is authorized to send for Client the following types of standard forms and correspondence only; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of Client; and insurance filings and related forms. Intermedix shall identify itself in the correspondence and may state that it is writing in reference to a Colleyville matter. Intermedix has no authority to sign any document that imposes any additional liability on Client. Intermedix shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of the Services. Intermedix shall be fully responsible for all matters relating to payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Each party shall be responsible for its own acts and those of its agents and employees during the Term of this Agreement.

9. LIMITATION ON LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO EACH OTHER UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE A CONDITION AND MATERIAL CONSIDERATION FOR THEIR ENTRY INTO THIS AGREEMENT.

10. INSURANCE. Intermedix shall procure and maintain for the duration of the Agreement, the following insurance coverage: (i) workers' compensation insurance in compliance with the applicable state and federal laws; (ii) general liability insurance in an amount no less than \$1,000,000 per occurrence; (iii) coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivable, and valuable documents in an amount no less than \$100,000 aggregate; and (iv) liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000.

11. CONFIDENTIALITY AND HIPAA BUSINESS ASSOCIATE OBLIGATIONS.

11.01 Confidential Information. Each party (the "Discloser") may disclose to the other party (the "Recipient") certain non-public information relating to the Discloser's business, including technical, marketing, financial, personnel, planning, medical records and other information that is marked confidential or which the Recipient should reasonably know to be confidential given the nature of the information and the circumstance of disclosure ("Confidential Information"). To the extent allowed by the Texas Public Information Act, Confidential Information of each party shall also include the terms of this Agreement, but not the existence and general nature of this Agreement. Confidential Information will not include any information: (i) lawfully obtained or created by the Recipient independently of, and without use

of, Discloser's Confidential Information and without breach of any obligation of confidence or violation of HIPAA or the HITECH Act; or (ii) that is in or enters the public domain without breach of any obligation of confidence. Client shall be responsible for any breach by any of its Users, employees or agents of any of the confidentiality obligations set forth herein. Client does not warrant, promise or assure Intermedix that any information shall be kept confidential and Intermedix acknowledges that it is aware that Client is a governmental entity and, as such, must follow the requirements of the Texas Public Information Act.

11.02 Use and Disclosure. Except as expressly permitted by this Agreement or the BA Agreement (as applicable) and subject to applicable law, the Recipient will:

(a) not disclose Discloser's Confidential Information except: (i) to the employees or contractors of the Recipient to the extent that they need to know that Confidential Information for the purpose of performing the Recipient's obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 11.02; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Recipient will promptly notify the Discloser of such obligation;

(b) use the Discloser's Confidential Information only for the purpose of performing Recipient's obligations under this Agreement;

(c) use all reasonable care in handling and securing the Discloser's Confidential Information, and employ all reasonable data security measures that the Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance; and

(d) use and disclose Confidential Information that contains Protected Health Information in accordance with the terms of the Business Associate Agreement attached hereto as Exhibit B (the "BA Agreement"), if applicable.

11.03 Return of Confidential Information. Subject to Intermedix's internal data retention policies and applicable law, the Recipient will return to the Discloser, and destroy or erase all of the Disclosure Confidential Information in tangible form, upon the expiration or termination of this Agreement, and the Recipient will promptly certify in writing to the Discloser that it has done so.

11.04 HIPAA Business Associate Exhibit/Changes In HIPAA. Each party agrees to the obligations set forth in the BA Agreement attached hereto as Exhibit B (the "BA Agreement"). Such BA Agreement constitutes the complete and exclusive agreement between the parties with respect to Intermedix's obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter; provided, however, that in the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then Intermedix and Client shall meet all legal requirements and shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the parties of a revised BA Agreement (a "Revised BA

Agreement”), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer be of any force or effect.

11.05 Right to Injunctive Relief. The parties expressly acknowledge and agree that the breach, or threatened breach, by a party of any provision of this Section 11 may cause the other party to be irreparably harmed and that the harmed party may not have an adequate remedy at law. Therefore, the parties agree that upon such breach, or threatened breach, the harmed party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to either party at law or in equity. Nothing in the paragraph will be understood to limit the Client’s ability to provide ambulance service or to interfere with the health, safety or welfare of the City of Colleyville.

12. NON-SOLICITATION. For the Term of this Agreement and for one (1) year after its termination, Client or Intermedix shall not employ or hire any employee or former employees - who, pursuant to this Agreement, has had any contact with employees or representatives of either party or has worked on Client’s accounts, without the prior written consent of Client and Intermedix.

13. ATTACHMENTS. The following named attachments are made an integral part of this Agreement:

- a) Scope of Services (Exhibit A attached hereto and made a part hereof);
- b) Business Associate Agreement (Exhibit B attached hereto and made a part hereof); and provided further that in cases of conflict between this Agreement or any other Exhibits, the Business Associate Agreement will govern;
- c) Additional Services (Exhibit C attached hereto and made a part hereof); and
- d) TripTix Program (Exhibit D attached hereto and made a part thereto).

14. TERM AND TERMINATION.

14.01 Term. This Agreement shall be effective for an initial three-(3) year period, commencing on the Effective Date unless terminated as provided in Section 14.02 below (the “Initial Term”). Following the expiration of the Initial Term, subject to the payment of all fees due hereunder, this Agreement shall renew for successive, automatically renewable one (1) year periods (“Renewal Terms”; collectively, the Initial Term together with any Renewal Terms are the “Term”), unless either party provides the other party with written notice of termination of this Agreement at least thirty (30) days before the end of the term. All terms and conditions hereof shall remain in full force and effect during the Term unless this Agreement is amended in a writing executed by each Party hereto.

14.02 Events Triggering Termination. This Agreement shall be subject to termination under the following conditions.

a. Termination without Cause. After the Initial Term, either Client or Intermedix may terminate this Agreement without cause upon six (6) months prior written notice to the other party.

b. Termination with Cause. If Intermedix materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Client specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

c. If Client materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Intermedix specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

d. Termination Due to Bankruptcy. If Client or Intermedix: (i) apply for or consent to the appointment of a petition in bankruptcy; (ii) make a general assignment for the benefit of creditors; (iii) file a petition or answer seeking reorganization or arrangement with creditors; or (iv) take advantage of any insolvency, or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating either party bankrupt or approving a petition seeking reorganization of either party or appointment of a receiver, trustee or liquidator of either party or all or a substantial part of its assets (subsections (i) through (iv), each a "Bankruptcy Event"), this Agreement shall terminate automatically and immediately upon written notice from the other party to the party who has incurred a Bankruptcy Event.

14.03 Rights Upon Termination. If this Agreement is terminated for any reason, including, without limitation, the breach of this Agreement by any party, Intermedix shall be entitled to recover when due and payable hereunder, all amounts owed to Intermedix hereunder accrued but unpaid as of the date of termination. Following termination of this Agreement, for a period of ninety (90) days (the "Transition Period"), Intermedix, at its sole discretion and upon written notice to Client of its election to do so, may continue its billing and collection efforts as to those accounts referred to Intermedix prior to the effective date of termination, subject to the terms and conditions of this Agreement, for the fee set forth in Section 5 above. At the end of the Transition Period, Intermedix shall return all records to Client in a commercially standard format on a commercially standard media as determined by Intermedix in its sole discretion; provided, however, that Intermedix may keep any copies of records in accordance with applicable law. The expiration or termination of this Agreement, for whatever reason, will not discharge or relieve either party from any obligation which accrued prior to such expiration or termination, will not relieve either party that has breached this Agreement from liability for damages resulting from such breach and will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after expiration or termination hereof.

15. FORCE MAJEURE. Except for Client's obligation to pay, when due, the fees and compensation owed to Intermedix pursuant to the terms and conditions of this Agreement, neither Client nor Intermedix shall be considered to be in default of this Agreement if delays in

or failure of performance shall be due to a Force Majeure Event (as defined below), the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Force Majeure Event" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party and includes, but is not limited to fire, flood, earthquakes, storms, lightning, natural disaster, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

16. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the Client is located, exclusive of its rules governing choice of law and conflict of laws. Venue for any cause of action shall be in Tarrant County, Texas.

17. GENERAL WARRANTIES AND DISCLAIMERS.

17.01 Corporate Authority. Each party warrants that it is a duly organized and validly existing corporation and has complete and unrestricted corporate power and authority to enter into this Agreement.

17.02 Disclaimer. THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

18. EXPORT LAWS. Client shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which Client receives access to the Services.

19. ASSIGNMENT OF AGREEMENT. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement without the express written consent of the other party, and such consent shall not be unreasonably withheld.

20. NOTICES. Any notice directed to the parties' legal rights and remedies under this Agreement will be provided in writing and will reference this Agreement. Such notices will be deemed given if sent by: (i) facsimile, when complete transmission to the recipient is confirmed by the sender's facsimile machine; (ii) postage prepaid registered or certified U.S. Post mail, then five (5) working days after sending; or (iii) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth below, or to such other address as may be designated by that party by notice to the other party in accordance with this Section:

To Client: City of Colleyville
Attn: Fire Chief
100 Main Street
Colleyville, TX 76034

To Intermedix: Brad Williams
CAO & VP
Intermedix Corporation
6451 North Federal Highway, Suite 1000
Fort Lauderdale, Florida 33308

21. SEVERABILITY. If all or a part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.

22. ENTIRE AGREEMENT. This Agreement, including exhibits, attachments and written terms incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Pre-printed terms and conditions on or attached to any Client purchase orders or other business forms shall be of no force or effect, even if Intermedix acknowledges or accepts them.

23. AMENDMENT/WAIVER. This Agreement may be modified, or any rights under it waived, only by a written document executed by both parties. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.

24. ATTORNEYS FEES. Should either party institute any action or procedure to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this Agreement or of any provision hereof, or for a declaration of rights hereunder (including, without limitation, arbitration), the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

25. CONSTRUCTION OF AGREEMENT. This Agreement has been negotiated by the parties and its provisions will not be presumptively construed for or against the other party. The headings and Section titles in this Agreement are for convenience only, and will not affect the construction or interpretation of this Agreement.

26. NO THIRD PARTY BENEFICIARIES. Except as expressly provided in this Agreement, nothing in this Agreement shall confer upon any person other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

27. COUNTERPARTS. The parties may execute this Agreement in one or more counterparts, each of which shall be an original, and which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

ADVANCED DATA PROCESSING, INC., dba INTERMEDIX CORPORATION, a DELAWARE CORPORATION	CITY OF COLLEYVILLE, A TEXAS MUNICIPALITY
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By: _____
Name: Michael Wallace
Title: EVP & CFO

By: _____
Name: _____
Title: Mayor

ATTEST: _____
City Secretary

Exhibit A
Scope of Services

Base Services and Obligations:

A. Intermedix shall provide revenue cycle management services for Client as described below. Intermedix shall, during the Term:

1. Prepare and submit initial claims and bills for Client promptly upon receipt thereof, and prepare and submit secondary claims and bills promptly after identification of the need to submit a secondary claim.

2. Assist Client in identifying necessary documentation in order to process and bill the accounts.

3. Direct payments to a remote capture system, iStream or bank account designated by Client, to which Client alone will have signature authority. Intermedix will be responsible for providing the iStream solution for all incoming payments, checks, made directly to the Client and process payments through the remote deposit capture system.

4. Pursue appeals of denials, partial denials and rejections when deemed appropriate by Intermedix.

5. Respond to and follow up with Payors and respond to messages or inquiries from a Payor.

6. Provide appropriate storage and data back-up for records pertaining to Client's bills and collections hereunder, accessible to Client at reasonable times.

7. Maintain records of services performed and financial transactions.

8. Meet, as needed, with representatives of Client to discuss results, problems and recommendations.

9. Provide any Client-designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.

10. Intermedix will support the provider in filing and maintaining required documentation and agreements with commonly-used Payors (e.g. Medicare, Medicaid, Champus, etc.). The Provider will maintain responsibility for enrollment, required documentation, and agreements with Out of State Payers, such as Out of State Medicaid programs, and other payors not commonly billed.

11. Provide reasonably necessary training periodically, as requested by Client, to Client's emergency medical personnel regarding the gathering of the necessary information and proper completion of run reports.

12. Utilize up-to-date knowledge and information with regard to coding requirements and standards, to comply with applicable federal, state and local regulations.

13. Provide a designated liaison for Client, patient and other Payor concerns.

14. Provide a toll free telephone number for patients and other Payors to be answered as designated by Client.

15. Facilitate proper security of confidential information and proper shredding of disposed materials containing such information.

16. Establish arrangements with hospitals to obtain/verify patient insurance and contact information.

17. Respond to any Client, Payor or patient inquiry or questions promptly.

18. Maintain appropriate accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments and refunds.

19. Provide reasonable access to Client for requested information in order for Client to perform appropriate and periodic audits. Reasonable notice will be given to Intermedix for any planned audit and will be conducted during normal business hours of Intermedix, all at the Client's expense.

20. Provide timely reports facilitating required aspects of monitoring, evaluating, auditing and managing the Services provided.

21. Process refund requests and provide Client with documentation substantiating each refund requested.

22. Assign billing to patient account numbers providing cross-reference to Client's assigned transport numbers.

23. Maintain responsibility for obtaining missing or incomplete insurance information.

24. Provide accurate coding of medical claims based on information provided by Client.

25. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.

26. Retain accounts for a minimum of twelve (12) months (unless otherwise specified by mutual agreement) and after twelve (12) months turn over accounts for which no collection has been made (unless insurance payment is pending) to an agency designated by Client.

27. Permit real-time read only electronic look-up access by Client to Intermedix's Billing Service to obtain patient data and billing information.

28. Maintain records in an electronic format that is readily accessible by Client personnel and that meets federal and state requirements for maintaining patient medical records.

29. Create, implement and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998) promulgated by the Office of Inspector General of the Department of Health and Human Services (OIG).

B. *Client's Responsibilities and Obligations:*

1. From each person who receives EMS from Client ("Patient"), Client shall use its best efforts to obtain and forward the following information ("Patient Information") to Intermedix:

- (i) the Patient's full name and date of birth;
- (ii) the mailing address (including zip code) and telephone number of the Patient or other party responsible for payment ("Guarantor");
- (iii) the Patient's social security number;
- (iv) the name and address of the Patient's health insurance carrier, name of policyholder or primary covered party, and any applicable group and identification numbers;
- (v) the auto insurance carrier address and/or agent's name and phone number if an automobile is involved;
- (vi) the employer's name, address and Workers Compensation Insurance information if the incident is work related;
- (vii) the Patient's Medicare or Medicaid HIC numbers if applicable;
- (viii) the Patient's or other responsible party's signed payment authorization and release of medical authorization form or other documentation sufficient to comply with applicable signature requirements;

(ix) the call times, transporting unit, and crew members with their license level, i.e. EMT-B, EMT-I, or EMT-P;

(x) odometer readings or actual loaded miles transported such that loaded miles may be calculated;

(xi) physician certification statements (PCS) for non-emergency transports that are to be billed to Medicare pursuant to CMS regulations; and

(xii) any other information that Intermedix may reasonably require to bill the Patient or other Payor.

2. Client represents and warrants that all information provided to Intermedix shall be accurate and complete. Intermedix shall have no obligation to verify the accuracy of such information, and Client shall be solely responsible for such accuracy. Client agrees to indemnify and hold Intermedix, its agents, and employees harmless from any and all liabilities and costs, including reasonable attorneys' fees, resulting from (a) any inaccurate or misleading information provided to Intermedix that results in the actual or alleged submission of a false or fraudulent claim or (b) any other actual or alleged violation of local, state or federal laws, including but not limited laws applicable to Medicare, Medicaid or any other public or private Payor or enforcement agency.

3. Client will provide Intermedix with necessary documents required by third parties to allow for the electronic filing of claims by Intermedix on Client's behalf.

4. Client will provide Intermedix with its approved billing policies and procedures, including dispatch protocols, fee schedules and collection protocols. Client will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts.

5. Client will timely process refunds identified by Intermedix for account overpayments and provide to Intermedix confirmation, including copies of checks and other materials sent.

6. Client will provide a lock box or bank account address to Intermedix and will instruct the lock box or bank custodian agency to forward all documents to Intermedix for processing.

7. Client will provide Intermedix with daily bank balance reporting capabilities via the bank's designated web site.

8. Client will cooperate with Intermedix in all matters to ensure proper compliance with laws and regulations.

9. Client represents and warrants that all of its employees, personnel and independent contractors involved in the delivery of EMS or otherwise performing services for Client: (i) hold the licensure or certification required to perform such services, (ii) have not been convicted of a criminal offense related to health care or been listed as debarred, excluded or otherwise ineligible for participation in a Federal health care program and (iii) are not excluded persons listed on any of the following: (a) the Office of the Inspector General List of Excluded Individuals and Entities; (b) the General Services Administration's Excluded Parties List; and (c) the Office of Foreign Asset Control's Specially Designated Nationals List.

10. Client agrees that it will forward to Intermedix copies of checks, or other payment documentation requested by Intermedix relating to the subject matter of this Agreement, within 10 days of the date of receipt of those payments.

11. Client agrees to notify Intermedix in the event that their Electronic Patient Care Reporting (ePCR) vendor performs any system upgrades. Notification may be made in writing to support@Intermedix.com.

Exhibit B
Business Associate Agreement

This Business Associate Agreement ("BA Agreement"), previously executed between the parties effective as of April 28, 2014, and attached herewith supplements and is made part of this Agreement.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into between CITY OF COLLEYVILLE, TEXAS ("Covered Entity") and INTERMEDIX CORPORATION, a DELAWARE CORPORATION, on behalf of itself and its subsidiaries and affiliates ("Business Associate"), effective as of the date executed by both parties below (the "Effective Date").

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, an agreement or other documented arrangement (the "Underlying Agreement"), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and use Protected Health Information ("PHI") that is confidential under state and/or federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate pursuant to the Underlying Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the regulations promulgated there under, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 ("HIPAA Regulations"); the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary") (the "HITECH Act"); and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules"; and

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable unless otherwise defined herein.

2. Obligations of Business Associate.

a. Permitted Uses and Disclosures. Business Associate may not use or disclose the Protected Health Information except as set out in 45 CFR 164.502. Further, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by Covered Entity, except that Business Associate may Use PHI (i) for the proper management and administration of Business Associate; and (ii) to carry out the legal responsibilities of Business Associate. Business Associate may Disclose PHI for the

proper management and administration of Business Associate, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR § 164.506(c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to Covered Entity, provided that with respect to any such Disclosure either: (i) the Disclosure is Required By Law; or (ii) for permitted Disclosures when Required By Law, Business Associate shall obtain a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not use and further disclose such PHI except as Required By Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

b. Appropriate Safeguards. Business Associate shall implement administrative, physical and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity; and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this Agreement.

c. Compliance with Security Provisions. Business Associate shall meet all the requirements set out in 45 CFR 164.314. Business Associate shall: (i) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA.

d. Compliance with Privacy Provisions. Business Associate shall comply with 45 CFR 164.504 and shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR 164.504. Business Associate shall comply with all requirements of the HITECH Act related to privacy and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA. To the extent Business Associate is to carry out one or more of Covered Entity obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

e. Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable and mandated by law, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

f. Encryption. To facilitate Business Associate's compliance with this Agreement and to assure adequate data security, Covered Entity agrees that all PHI provided or transmitted to Business Associate pursuant to the Underlying Agreement shall be provided or transmitted in a manner which renders such PHI unusable, unreadable or indecipherable to unauthorized persons, through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h) (2) of the HITECH Act. Covered Entity acknowledges that failure to do so could contribute to or permit a Breach requiring patient notification under the HITECH Act and further agrees that Business Associate shall have no liability for any Breach caused by such failure.

3. Reporting.

a. Security Incidents and/or Unauthorized Use or Disclosure. Business Associate shall report to Covered Entity a successful Security Incident or any Use and/or Disclosure of PHI other than as provided for by this Agreement or permitted by applicable law within a reasonable time of becoming aware of such Security Incident and/or unauthorized Use or Disclosure (but not later than ten (10) days thereafter), in accordance with the notice provisions set forth herein. Business Associate shall take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity, and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and state laws and regulations. If such successful Security Incident or unauthorized Use or Disclosure results in a Breach as defined in the HITECH Act, the Business Associate shall comply with the requirements of Section 3 below."

b. Breach of Unsecured PHI. The provisions of this Section 3.b are effective with respect to the Discovery of a Breach of Unsecured PHI occurring on or after September 23, 2009. With respect to any unauthorized acquisition, access, Use or Disclosure of Covered Entity's PHI by Business Associate, its agents or subcontractors, Business Associate shall (i) investigate such unauthorized acquisition, access, Use or Disclosure; (ii) determine whether such unauthorized acquisition, access, Use or Disclosure constitutes a reportable Breach under the HITECH Act; and (iii) document and retain its findings under clauses (i) and (ii). If Business Associate Discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within thirty (30) days of the date Business Associate Discovers such Breach. Business Associate shall be deemed to have discovered a Breach as of the first day that the Breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach, or by exercising reasonable diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach. To the extent the information is available to Business Associate, Business Associate's written notice shall include the information required by 45 CFR § 164.410(c). Business Associate shall promptly supplement the written report with additional information regarding the Breach as it obtains such information. Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach.

4. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate shall sign an agreement with such subcontractors or agents containing substantially the same provisions as this Agreement and shall meet all requirements set out in 45 CFR 164.314.

5. Rights of Individuals.

a. Access to PHI. Within ten (10) days of receipt of a request by Covered Entity, Business Associate shall make PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an Individual to enable Covered Entity to fulfill its obligations under 45 CFR § 164.524. Subject to Section 5.b below, (i) in the event that any Individual requests access to PHI directly from Business Associate in connection with a routine billing inquiry, Business Associate shall directly respond to such request in compliance with 45 CFR § 164.524; and (ii) in the event such request appears to be for a purpose other than a routine billing inquiry, Business Associate shall forward a copy of such request to Covered Entity and shall fully

cooperate with Covered Entity in responding to such request. In either case, a denial of access to requested PHI shall not be made without the prior written consent of Covered Entity.

b. Access to Electronic Health Records. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity with respect to PHI, then, to the extent an Individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such Individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the Individual so chooses, transmit such copy directly to an entity or person designated by the Individual. Business Associate may charge a fee to the Individual for providing a copy of such information, but such fee may not exceed Business Associate's costs as set out by 45 CFR 164.504 (c)(4)(i). The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were the "covered entity," as such term is defined in HIPAA. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an Individual's PHI maintained in an Electronic Health Record in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

c. Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

d. Accounting Rights. This Section 5.d is subject to Section 5.e below. Business Associate shall make available to Covered Entity, in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual, in accordance with 45 CFR § 164.528, incorporating exceptions to such accounting designated under such regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. Business Associate shall provide such information as is necessary to provide an accounting within ten (10) days of Covered Entity's request. Such accounting must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs Covered Entity and Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

e. Accounting of Disclosures of Electronic Health Records. The provisions of this Section 5.e shall be effective on the date specified in the HITECH Act. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity, then, in addition to complying with the requirements set forth in Section 5.d above, Business Associate shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by Covered Entity and in compliance with the HITECH Act. Alternatively, if Covered Entity responds to an Individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the

requesting Individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting Individual in the time and manner specified by the HITECH Act.

f. Agreement to Restrict Disclosure. If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity shall, to the extent necessary to comply with such restriction, provide written notice to Business Associate of the name of the Individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not Disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law. Covered Entity shall also notify Business Associate of any other restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

6. Remuneration and Marketing.

a. Remuneration for PHI. This Section 6.a shall be effective with respect to exchanges of PHI occurring six (6) months after the date of the promulgation of final regulations implementing the provisions of Section 13405(d) of the HITECH Act. On and after such date, Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by the HITECH Act.

b. Limitations on Use of PHI for Marketing Purposes. Business Associate shall not Use or Disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (1) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501, and (2) complies with the requirements of subparagraphs (A), (B) or (C) of Section 13406(a)(2) of the HITECH Act, and implementing regulations or guidance that may be issued or amended from time to time. Covered Entity agrees to assist Business Associate in determining if the foregoing requirements are met with respect to any such marketing communication.

7. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

8. Minimum Necessary. To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the HIPAA Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

9. State Privacy Laws. Business Associate shall comply with state laws to extent that such state privacy laws are not preempted by HIPAA or the HITECH Act.

10. Termination.

a. Breach by Business Associate. Pursuant to 45 CFR 164.50(e), the Covered Entity is authorized to terminate this agreement if the Covered Entity determines that the Business Associate has violated a material term of the Agreement.

b. Breach by Covered Entity. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, then Business Associate shall promptly notify Covered Entity. With respect to such breach or violation, Covered Entity shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, Business Entity may terminate its relationship with Covered Entity.

c. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall either return or destroy all PHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, such PHI shall be returned in a mutually agreed upon format and timeframe. If Business Associate reasonably determines that return or destruction is not feasible, Business Associate shall continue to extend the protections of this Agreement to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible. If Business Associate is asked to destroy the PHI, Business Associate shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized persons as specified in the HITECH Act.

11. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act and other applicable laws relating to the security or confidentiality of PHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this Agreement incorporating any such changes.

12. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Effect on Underlying Agreement. In the event of any conflict between this Agreement and the Underlying Agreement, the terms of this Agreement shall control.

14. Survival. The provisions of this Agreement shall survive the termination or expiration of the Underlying Agreement.

15. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with such laws.

16. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for all causes of action shall be in Tarrant County, Texas.

17. Notices. All notices required or permitted under this Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission, e-mail or personal or courier delivery:

If to Covered Entity:

CITY OF COLLEYVILLE, TEXAS
5209 COLLEYVILLE BLVD
COLLEYVILLE, TEXAS 76034
Attn: BRIAN RILEY, FIRE CHIEF
Telephone no: 817-503-1410
Facsimile no: 817-503-1430

If to Business Associate:

Intermedix Corporation
6451 N. Federal Highway, Suite 1000
Ft. Lauderdale, FL 33308
Attn: Gregg Bloom, Chief Compliance Officer
Telephone no: 954-308-8702
Facsimile no: 954-308-8725

IN WITNESS WHEREOF, the parties hereto have duly executed this as of the Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

By: [Signature]
Name: Jennifer Fadden
Title: City Manager
Date: 4/23/14

By: [Signature]
Name: Gregg Bloom
Title: Chief Compliance Officer
Date: November 20, 2013
4-28-14

Exhibit C
Additional Services

Intermedix will provide the following specific optional services by mutual written agreement between Intermedix and Client:

1. If Client has purchased TripTix® product pursuant to the terms and conditions of the Addendum to this Agreement, Intermedix shall provide TripTix® based reporting extract of data required by state or local regulatory authorities connectivity/interface in a format reasonably required by the such authorities.

Exhibit D
(TripTix® Program)

This Exhibit D, effective as of the Effective Date of the Agreement, hereby sets forth terms and conditions that apply only to the Product and Product Units listed in this Exhibit D. In regards to the Product, to the extent the terms and conditions of the Agreement are in conflict with this Exhibit D, the terms of this Exhibit D shall control. Where not different or in conflict with the terms, conditions and definitions of this Exhibit D, all applicable terms, conditions, and definitions set forth in the Agreement are incorporated within this Exhibit D as if set forth herein. Capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Agreement.

WHEREAS, Intermedix has developed the TripTix® solution or product running on personal tablet devices to enter medical records and data into and interact with its main billing and medical records system or Billing Service ("Product" as more particularly defined herein) that Intermedix is willing to make available to Client to use during the Term of the Agreement, as well as subject to the terms and conditions set forth herein; and

WHEREAS, Client has expressed a desire to obtain a right to use the Product; and

WHEREAS, Client acknowledges that, in connection with the provision of the Product and the Product Unit, Intermedix is incurring significant per unit and, in some cases, per User out of pocket expenses;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions. For purposes of this Exhibit D, the following definitions shall apply:

(a) "Addendum Effective Date" shall mean the date on which the last party to this Addendum executed it.

"Intellectual Property" shall mean all of Intermedix's rights in and to the Product and Product Unit, including, without limitation, Intermedix's copyrights, trademarks, trade dress, trade secrets, patents and patent applications (if any), and "know how" and any other proprietary information developed by Intermedix relevant to the Product and/or Product Unit, recognized in any jurisdiction in the world, now or hereafter existing, whether or not registered or registerable.

"Product" shall mean, collectively, each TripTix® Product Unit (a tablet PC, personal digital assistant or similar device), the Software, a third party wireless card in the name of Intermedix and any Third-Party Intellectual Property Rights, as applicable.

"Product Unit" shall mean a single data collection device delivered pursuant to the terms and conditions of this Exhibit D containing one or more elements of the Product but shall not mean any ancillary devices or products provided by persons other than Intermedix.

“Software” means the copies of Intermedix’s software programs as are contained in the Product, including any documentation included therewith. Intermedix may, at its sole discretion, provide corrections and modifications to the Software from time to time.

“Third-Party Interface Devices” shall mean those devices that interface with the Product to transfer information, including medical monitoring devices for which Third-Party Intellectual Property Royalty Payments are made.

“Third-Party Intellectual Property Rights” shall mean the Intellectual Property rights of any third-party used in connection with the Product.

“Third-Party Intellectual Property Royalty Payments” shall mean the payments to be made directly by Client or, indirectly, on Client’s behalf, as consideration for the licensing of any Third-Party Intellectual Property Rights or use of any Third-Party Interface Devices.

(xiii) “Users” shall mean: (i) any employees of Client and (ii) any medical professional who is authorized to perform medical services for Client in the area in which Client operates its emergency medical services as of the Addendum Effective Date.

ARTICLE II. PRICE AND PAYMENT

2.01 Adjustment to Rates of Compensation under the Agreement. The compensation due and owing Intermedix by Client shall be increased as described in Section 4.01 of this Exhibit D during the Term. Additionally, in the event that Client terminates this Exhibit D during the period eighteen (18) months following the Agreement Effective Date, it shall pay an early termination fee as set out on Schedule 2.01 hereto.

2.02 Product Fees. In addition to the payments required pursuant to the provisions of Section 5 (Compensation and Method of Payment) of the Agreement, Client shall make the following payments: (i) all Third-Party Intellectual Property Royalty Payments as further set out on Schedule 2.02 hereto.

2.03 Additional Services. The additional Services shall be provided to Client at no additional charge, as long as the Agreement is in effect, as set out on Schedule 2.03 hereto. Should the contractual relationship between the parties change, then terms and conditions of the Agreement and Product pricing shall be negotiated between the parties in good faith.

ARTICLE III. RIGHT TO USE PRODUCT AND PROPRIETARY RIGHTS

3.01 Right to Use. Commencing on the Effective Date and subject to the terms and conditions of this Exhibit D, Intermedix grants Client and its Users a non-exclusive, non-transferable right to use the Product during the Term. This right to use the Product during the Term does not constitute a sale of the Product or any portion or piece thereof.

3.02 Delivery and Acceptance. Intermedix will deliver to Client, the Product at mutually agreeable times, after or simultaneously with the Effective Date.

3.03 No Other Rights. Client's rights in the Product will be limited to those expressly granted in this Article III. All changes, modifications or improvements made or developed with regard to the Product by Intermedix, whether or not made or developed at Client's request, shall be and remain the property of Intermedix. Intermedix reserves all Intellectual Property rights and any other rights in and to the Product not expressly granted to Client hereunder.

3.04 Restrictions. Client acknowledges that Intermedix and its suppliers, including, without limitation, the suppliers of certain Third-Party Intellectual Property Rights, have, retain and own all right, title and interest in and to the Product, and all patent, copyright, trademark and service mark and trade name and the goodwill associated therewith, trade secret, inventions, technology, ideas, know-how, and all other intellectual property rights and all other rights pertaining thereto. All such right, title and interest shall be and remain the sole property of Intermedix. Client shall not be an owner of, or have any interest in the Product but rather, such Client only has a right to use the Product pursuant to this Addendum. Neither Client nor its Users shall: (i) remove any copyright, patent or other proprietary legends from the Product; (ii) sub-license, lease, rent, assign, transfer or allow any third-party any right to use the Product; (iii) alter, modify, copy, enhance or adapt any component of the Product; (iv) attempt to reverse engineer, covert, translate, decompile, disassemble or merge any portion of the Product with any other software or materials; (v) otherwise create or attempt to create any derivative works from this Product, or permit persons who are not Users any access to the Product or its operations, and any attempt to do any of the above shall void all warranties given Client by Intermedix and shall be a material breach of this Addendum.

3.05 Material Change to Product. If there is any material change in any rules, orders, laws or regulations governing the manner in which this Product operates or in the data provided by third parties (such as changes in the manner of operation of global distribution systems or standards in wireless or non-wireless communications protocols); then upon written notice to Client, Intermedix will have the right, retroactive to the date of such material change, to modify the way in which this Product delivers data in order to comport with any change in law or regulations or functionality governing the Product. All data used by Intermedix for testing and development shall be supplied by Client at its expense to Intermedix promptly upon request by Intermedix to Client.

ARTICLE IV. PRODUCT UNITS

4.01 Generally. Client and Intermedix understand and agree that Intermedix shall make available one or more Product Units. Client understands and acknowledges that any of the aforementioned Product Units provided by Intermedix will be subject to the additional fee described in Section 2.02 of this Exhibit D. Also, in connection with the potential provision of such Product Units, Client agrees:

4.02 Client will be responsible for any loss or damage to such Product Units. Client agrees to pay: (i) the cost of repairs in excess of manufacturer extended warranty of any such Product Unit provided to it or (ii), if the Product Unit is irreparable, lost or stolen, for the replacement cost of the Product Unit. Client is responsible for repair or replacement costs not covered by extended warranty provided by Intermedix. Client agrees that Client may obtain

insurance for such devices provided that Intermedix is named as a beneficiary under such insurance. Intermedix will use commercially reasonable efforts to provide Client with a replacement Product Unit within one (1) business day following the business day on which the request is made.

(a) Client agrees that it shall immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify Intermedix of any loss or theft of a Product Unit (a "Product Unit Loss Event"). Upon Intermedix's receipt of notification given by the Client of a Product Unit Loss Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the Product and the Product Unit until such time as the Product Unit Loss Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Product, (ii) any other intellectual property rights of Intermedix or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that any Product Unit Loss Event involves Protected Health Information, and is subject to HIPAA, as amended by the HITECH Act, Client shall comply with all applicable requirements under such laws, including any applicable HIPAA Notification requirements triggered by the Product Unit Loss Event. To the extent that a Product Unit Loss Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, Health & Human Services, and/or prominent media outlets, as applicable). Client acknowledges that they are responsible for configuring the Product Unit security password configuration (the "Product Unit Security Configuration") and providing that Users provide adequate safeguard password security.

(b) Client may be required to enter into additional agreements with the makers of third-party devices(monitors, scanners, EKG machines, etc.) with respect to the transmission of information between the third party device and the Product Unit. Client understands and agrees that Intermedix will not be able to provide Product Units unless and until agreements are entered into with the third-party manufacturers of such third party devices. Client understands and agrees that its failure to enter into or reach agreements with such third-parties (and any and all consequences of such failure) shall not be deemed to be a default of Intermedix under this Exhibit D or any other arrangement between Client and Intermedix. Client further understands and agrees that the failure to enter into such agreements with these third parties may hinder Client's use of certain software features that might otherwise be available to it (for instance, a direct data connection between a third party device and the Product Unit).

4.03 Client may be required to obtain new or different medical or other equipment capable of communicating with the Product Unit. Client understands and agrees that

such new or different medical or other equipment must be obtained at Client's sole cost and expense.

4.04 Client may request Intermedix to support additional medical or other devices. Client understands and agrees that the costs of developing an interface may be significant and may involve the payment of royalties to the third-party manufacturers of the device. Client further understands and agrees that Intermedix has no obligation to undertake the development of interfaces with additional medical or other devices.

ARTICLE V. TERM AND TERMINATION

5.01 Generally. The term of this Exhibit D shall begin on the Effective Date and shall continue the termination or expiration of the Agreement, unless terminated as provided in Section 5.03 below.

5.02 Termination. Notwithstanding any other language herein or in the Agreement, a termination of this Exhibit D shall not operate to terminate the Agreement, but a termination of the Agreement shall operate as a termination of this Exhibit D.

5.03 Termination of Exhibit D.

(a) If Intermedix, at any time, materially fails to perform any obligation required under this Exhibit D, or breaches any material term or condition of this Exhibit D, and such material default or breach, being curable, continues uncured for thirty (30) calendar days after written notice from Client to Intermedix specifying the nature and extent of the failure to materially perform such obligation, Client shall have the right to terminate this Exhibit D upon the expiration of said thirty (30) calendar day period, without any obligation to pay any early termination payment outlined in Schedule 2.01.

(b) If Client, at any time, fails to materially perform any obligation required under this Exhibit D, or breaches any material term or condition of this Exhibit D, and such material default or breach, being curable, continues uncured for thirty (30) calendar days after written notice from Intermedix to Client specifying the nature and extent of the failure to materially perform such obligation, Intermedix shall have the right to terminate this Addendum upon the expiration of said thirty (30) calendar day period, and any early termination payment required by Client outlined in Schedule 2.01 shall be immediately due and payable to Intermedix.

(c) Termination without Cause. Client may terminate this Exhibit D (but not the Agreement) at any time without cause by providing thirty (30) calendar days prior written notice to Intermedix, and making payment in full of the required early termination payment disclosed on Schedule 2.01 with respect to each Product Unit delivered pursuant to this Exhibit D, which shall be immediately due and payable as of the date of such written notice of termination. As of the effective date of such termination, Client shall return all Product Units to Intermedix and shall have no further right to access the Product provided hereunder.

(d) Intermedix may terminate this Exhibit D at any time without cause upon six (6) months prior written notice to Client.

(e) Obligations Following Termination. Any termination of this Exhibit D shall not release Client or Intermedix from any claim of the other accrued hereunder prior to the effective date of such termination. Upon termination of this Exhibit D, Intermedix shall remain the sole owner of the Product and all Intellectual Property and goodwill associated therewith, and Client shall assert no rights thereto. Upon termination of this Exhibit D for any reason, Client shall immediately discontinue use of the Product, and within ten (10) calendar days, return each of the Product Units and certify in writing to Intermedix that all copies, extracts or derivatives of any item comprising the Product, in whole or in part, in any form, have either been delivered to Intermedix or destroyed in accordance with Intermedix's instructions. All payments made by Client to Intermedix hereunder are non-refundable.

ARTICLE VI. LIMITED WARRANTY AND DISCLAIMER:

6.01 Product Warranty. Intermedix warrants that each Product Unit delivered to Client will be free from material defects when delivered.

6.02 Information/Disclaimer of Warranties with Respect to Data and Information Provided by Third Parties. Some information transmittable or accessible through any Product Unit may have been obtained through sources believed to be reliable (such as various Internet providers, real-time data provided by GPS systems or medical devices or other third party information sources). Client agrees that Intermedix shall not have any liability whatsoever for the accuracy, completeness, timeliness or correct sequencing of the information, or for any decision made or action taken by Client in reliance upon such information or the Product. Client further agrees that Intermedix shall have no liability whatsoever for the transmission, non-transmission or partial transmission of data through third-party data systems and that such transmission shall be undertaken at Client's sole risk, cost and expense.

6.03 Disclaimer. Intermedix and its third party suppliers do not warrant that any Product will meet Client's requirements or that access to the Product, or the operation of the Product, will be uninterrupted, error-free, that all errors will be timely corrected, or that the data and/or reports generated by the Product will be accurate in the event that any third party information providers have provided inaccurate information. **THE WARRANTIES EXPRESSLY PROVIDED IN THIS EXHIBIT D AND THE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.**

6.04 Exclusive Remedy. For any breach of the warranties set forth in Section 6.01, Intermedix, shall, following written notice thereof by Client, use diligence efforts, at Intermedix's sole expense, promptly to repair or replace the nonconforming Product or Product Unit. This is Intermedix's sole and exclusive liability, and Client's sole and exclusive remedy, for the breach of the above warranties. Intermedix shall have no obligation to replace any

defective Product Unit which is not returned to Intermedix immediately following delivery or which has failed because of accident, abuse or misapplication.

Schedule 2.01
Early Termination Fee

The Initial Term Early Termination Payments with respect to each Product Unit are as follows:

	Period	Amount
(1)	For an Early Termination during the first twelve (12) months from the beginning of the Term:	\$4,500.00
(2)	For an Early Termination during the remainder of the Term:	\$0.00

Schedule 2.02
Third-Party Intellectual Property Royalty Payments

In addition to the other compensation required under this Exhibit D, Third-Party Intellectual Property Payments shall be made as follows:

Licensing/Royalty agreement to be executed between Client and the manufacturer of Client's defibrillating equipment when the manufacturer has cleared the Product Unit for direct interface between their equipment and Intermedix provided data devices.

Schedule 2.03

Additional Services

(1) Client has purchased TripTix product pursuant to the terms and conditions of this Addendum C and Intermedix shall provide TripTix based reporting extract of data required by state or local regulatory authorities' connectivity/interface in a format reasonably required by such authorities.

(2) Provide training to Client for use of TripTix ePCR product meeting minimum requirements for the TripTix implementation of; (i) three (3) calendar days of on-site training using the Train-the-Trainer format, and; (ii) followed by two to three (2-3) WebEx sessions for the purpose of Administrative training and potentially one (1) additional TripTix training.

(3) Provide an interface to Client's Computer-Aided Dispatch ("CAD") system for the purpose of supplying to the TripTix software dispatch information in a format suitable as prescribed by Intermedix. Client agrees to pay any charges for this purpose as required by its CAD vendor and that Intermedix is not responsible for such charges, nor is Intermedix responsible for any lack of cooperation by the Client's CAD vendor in attempting to develop such interface for client. Should Client change CAD Vendor or substantially change CAD software version after initial implementation, Client shall be responsible for costs to implement the new CAD interface.

EMERGICON SERVICE AGREEMENT

This Service Agreement (this "Agreement") is entered into by and between Emergicon, LLC, a Texas corporation ("Emergicon"), and The City of Colleyville, Texas hereto (the "Provider").

RECITALS

WHEREAS, Emergicon provides billing and collections services, and other support services (the "Services") to local government agencies, municipalities, fire departments, ambulance providers, and medical emergency services;

WHEREAS, Provider, as part or all of its overall activities, provides emergency and/or non-emergency medical and ambulance services, including emergency medical responses, and other patient encounters and/or patient ambulance transportation (the "Ambulatory Services"); and

WHEREAS, Provider is desirous of obtaining the Services of Emergicon.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

ARTICLE ONE

TERM AND TERMINATION

1.1 Term. Subject to the terms and conditions set forth herein and except as provided in Section 1.02, the initial term of this Agreement shall be for a period of three (3) years from the date of this Agreement (such initial term, together with all extensions thereof, shall be referred to herein as the "Term"). The Provider may renew this Agreement at the end of the current Term for two additional one (1) year periods.

1.2 Termination. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party, without cause and without liability (except for continuing obligations during such period), upon thirty (30) days advance written notice to the other party.

1.3 Obligations During Notice Period. During the 30-day notice period specified in Sections 1.02, Emergicon shall be entitled to receive compensation for all Accounts (as defined in Section 2.01) billed and collected with respect to the Services and for all other activities performed pursuant to this Agreement, and shall be entitled, after the end of the termination period to receive compensation for all amounts billed during the termination period but not collected until after the end of the termination period.

1.4 Obligations on Termination. Upon termination of the Agreement, for whatever cause, Emergicon will immediately return all original medical records to Provider and shall, at Emergicon's sole discretion, provide to Provider a digital copy all records related to Provider.

1.5 Mailing of Notices. Any notice required or permitted pursuant to this Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by telegram or fax or forty-eight (48) hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, addressed as follows:

(a) If to the Provider:

The City of Colleyville,
5209 Colleyville Boulevard
Colleyville, TX 76034
Attention:
Fax:

If to Emergicon:

Emergicon, LLC
PO Box 180446
Dallas, Texas 75218
Attention: Christopher Turner
Fax: 903-887-1863

Each party shall be entitled to specify a different address by giving five days' written notice to the other party. All such notices and communications shall be deemed to be received the same day if by fax (provided the sender has a fax machine/fax database generated proof of receipt) and in three (3) business days if by mail.

ARTICLE TWO

BILLING & COLLECTIONS

2.1 Billing. During the Term, Emergicon shall be responsible for the billing of charges and fees relating to the Services as directed by and provided by Provider, including, but not limited to, private insurance, Medicare, Medicaid, and other governmental programs relating to:

- (a) patient encounters that occur during the Term; and
- (b) other patient encounters forwarded to Emergicon for billing.

(Note: each set of such charges and fees for the Services related to an individual patient encounter may be referred to herein as an "Account" or, collectively, the "Accounts").

2.2 Compensation. In consideration for Emergicon providing the Provider with the agreed upon billing services described in this article, the Provider will pay Emergicon eight Percent (8.0%) of the total amount collected on the account. Credit card payments accepted by Emergicon will be charged an additional one and one-half percent (1.5%). The fee will be payable monthly within 30 days of receipt of invoice.

2.3 Collection Efforts.

a) If active collection efforts with respect to any account have been unsuccessful for 120 days or more, Emergicon shall have the right to terminate collection efforts with respect to such account and close the account as an unpaid debt. In addition, Emergicon may terminate or suspend collection efforts if Provider has supplied Emergicon with incomplete or inaccurate patient information. In either event, Emergicon shall upon termination or suspension, immediately forward to Provider all records of Emergicon collection efforts, at no charge to Provider, and cease all collection activity.

b) If Provider instructs Emergicon to continue collection efforts on an account after previous efforts have been unsuccessful for 120 days, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: 18% of the total amount collected on the account.

c) If Provider instructs Emergicon to collect on an account(s) initially billed by another Contractor, Emergicon shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: 22% of the total amount collected on the account.

2.4 Copies of Records. Requests for copies of medical records should be submitted directly to Emergicon. Emergicon will authorize release of the records such that the release is in accordance with the standards and time requirements established by State and Federal law, including but not limited to the requirements of Section 773.091 Texas Health and Safety Code.

2.5 Records of Patient Encounters.

(a) Emergicon shall use its reasonable best efforts to bill all Accounts within three (3) business days of such patient encounter. Such records shall be deemed to be the property of Provider, but Emergicon shall have the right to duplicate and retain paper or electronic copies of the records. If the records exist only in electronic form, each electronic copy shall be deemed to be an original for the purposes of this Agreement. Provider shall have no obligation to forward original medical records during the 30-day notice period regarding termination as set forth in Paragraph 1.02.

(b) Provider acknowledges that Emergicon has no responsibility for complying with all provisions of Title 42 C.F.R. Section 410.40 which states, in part, that an ambulance service bears the responsibility for obtaining Physician Certification Statements ("PCS's"). Provider further understands and concurs that Emergicon is neither an ambulance service nor an ambulance provider within the definitions as set forth by the Centers for Medicare and Medicaid Services.

2.6 Activity Reports. Emergicon shall provide to Provider summary and detail monthly reports of all billing activities that occurred during the preceding month as requested by the Provider by the fifth (5th) business day of the month.

2.7 Information Received by Provider. To the extent that Provider receives payments or original copies of documentation directly, Provider shall forward to Emergicon copies of checks, Explanations of Benefits and/or other documentation within five business (5) days of the date of receipt of payment by Provider.

2.8 Support Services. Emergicon will provide patients and personnel of Provider with telephone support services during normal business hours (Monday - Friday from 9:00 a.m. to 5:00 p.m.) except on public holidays or other holidays as established by Emergicon.

2.9 Obligation for Payment. Payment in accordance with this Article Two shall be due and owing to Emergicon by Provider for all Accounts collected during the Term and collected after the Term but billed during the Term by Emergicon regardless of whether payment was made to Emergicon or to Provider. Emergicon and Provider agree that the purpose of this Section 2.10 is to guarantee that Emergicon is the only provider engaging in billing services on behalf of Provider.

ARTICLE THREE

INDEMNIFICATION

3.1 Emergicon's Indemnification. Emergicon shall indemnify and hold harmless Provider from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Emergicon's performance of activities pursuant to this Agreement, but only to the extent caused by the willful misconduct or the negligent acts or omissions of Emergicon. The indemnification provided for herein shall not be applicable to any claim of adjustment or request for reimbursement made by an insurance company or any servicing agency for Medicare or Medicaid that may be made as the result of an audit of claims made or governmental regulations or laws, including Emergicon's fees charged, except for any adjustments or claims for reimbursement made as a direct result of Emergicon's error.

3.2 Insurance. Emergicon shall keep and maintain during the term of this Agreement Errors & Omissions Liability insurance with a qualified insurer of no less than \$1,000,000.00.

ARTICLE FOUR

CONFIDENTIALITY

4.1 Property of Emergicon. To the extent allowed by law, Provider agrees that Emergicon's equipment, computer hardware and software, billing and collection processing, and other related systems and equipment are the property and trade secrets of Emergicon, and that Provider will not release any information regarding such trade secrets to any third party without the prior written consent of Emergicon. Emergicon acknowledges that Provider is a Texas political subdivision subject to the Texas Public Information Act, chapter 552 of the Texas Government Code, and that such law supersedes any contractual provisions. Emergicon also agrees that Provider meets the requirements of this section by providing Emergicon with an opportunity to present agreement to the Texas Attorney General under section 552.305.

4.2 Fact of Contractual Relationship May Be Disclosed. Notwithstanding the foregoing, either party may, without the prior written consent of the other party, disclose the existence of a contractual relationship between the parties.

ARTICLE FIVE

AUDITS

5.1 Accurate Books and Records. During the Term and for a period of three (3) years thereafter, each party agrees to maintain accurate books and records associated with the billing and collections made the subject of this Agreement.

5.2 Right to Audit. Upon reasonable written notice, either party may audit the books and records of the other party in so far and only in so far as such books and records relate or pertain directly to this Agreement. Such audit shall be conducted at the office of the party being audited, shall be during normal business hours, and shall be at the sole cost and expense of the party conducting the audit.

5.3 Penalty for Underpayment. If an audit reveals that a party has failed to pay any amount or portion of any amount due or payable under this Agreement and such amount is in excess of Twenty Thousand Dollars (\$20,000.00), the party being audited shall pay to the auditing party the full cost of the audit and the full amount due or payable plus interest at the rate of ten percent (10%) per annum from the date(s) of non-payment.

ARTICLE SIX

PROTECTED HEALTH INFORMATION

6.1 HIPAA Compliance. Emergicon shall carry out obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), to protect the privacy of any personally identifiable protected health information (“PHI”) that is collected, processed or learned as a result of the services provided pursuant to this Agreement. In conformity therewith, Emergicon agrees that it shall:

- a) Not use or further disclose PHI except as permitted under this Agreement or required by law;
- b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement.
- c) Mitigate, to the extent practicable, any harmful effect that is known to Emergicon of a use or disclosure of PHI by Emergicon in violation of this Agreement;
- d) Report to Provider any use or disclosure of PHI not provided for by this Agreement of which Emergicon becomes aware;
- e) Ensure that agents or subcontractors to whom Emergicon provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Emergicon with respect to such PHI;

f) Make PHI available to Provider and to the individual who has a right of access as required under HIPAA within ten (10) days of the request by Provider on behalf of the individual;

g) Incorporate any amendments to PHI when notified to do so by Provider;

h) Provide an accounting of all uses or disclosures of PHI made by Emergicon as required under the HIPAA privacy rule within sixty (60) days; and

i) Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Emergicon's and Provider's compliance with HIPAA.

j) Abide by the Business Associate Agreement between Emergicon and City of Colleyville.

6.2 HIPAA Disclosures. The specific uses and disclosures of PHI that may be made by Emergicon on behalf of Provider include:

a) The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Provider to its patients;

b) Preparation of reminder notices and documents pertaining to collections of overdue Accounts;

c) The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by Provider to its patients or to appeal denials of payments for same;

d) The preparation and release of medical records to patients or their legal representatives as permitted by HIPPA privacy rule;

e) Uses required for the proper management of Emergicon as a business associate; and

- f) Other uses or disclosures of PHI as permitted by HIPAA privacy rule.

ARTICLE SEVEN

MISCELLANEOUS

7.1 No Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature.

7.2 Provisions Construed Separately. The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof. In the event that a court of competent jurisdiction determines that any term or provision herein shall be invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, and shall be interpreted as if the invalid term or provision were not a part hereof.

7.3 Final Agreement. This Agreement sets forth the entire, final and complete understanding between the parties hereto relevant to the subject matter of this Agreement. No waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed on behalf of both parties.

7.4 Performance of Agreement, Venue; Choice of Law. Provider understands and agrees that Emergicon will be performing this contract in Tarrant County, Texas. The venue for any disputes or causes of action that may arise out of this Agreement is the state and county courts located in Tarrant County, Texas. The provisions of this Agreement shall be determined in accordance with the laws of the State of Texas excluding the choice of law provisions thereof.

7.5 Headings. The headings of this Agreement are for ease of reference only and are not intended to limit or restrict the terms hereof.

7.6 Binding Nature of Agreement. This Agreement is binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

7.7 Compliance with Laws Generally. Emergicon shall comply with all applicable laws, orders, rules, or regulations of all governmental agencies bearing on its performance hereunder. If so requested by Provider, Emergicon shall submit appropriate evidence of such compliance.

7.8 Independent Contractor. It is understood and agreed that Emergicon is an independent contractor. Nothing herein contained shall be construed to create any partnership, joint venture, or joint enterprise between the parties.

7.9 Appendices. Emergicon and Provider may enter into various appendices to this Agreement from time to time and at any time regarding additional services. Such appendices shall be considered part of this Agreement as if set forth herein at length unless such appendix provides otherwise.

7.10 Assignment. Neither party shall assign or otherwise transfer this Agreement, any interest in this Agreement, or any right or obligation hereunder to any other party without the written consent of the other party.

7.11 Attorneys' Fees. Should it become necessary for either party to employ an attorney to enforce any of the terms and conditions hereof, including the collection of fees, either party shall do so at their sole cost and expense.

IN WITNESS WHEREOF, Emergicon and the Provider have executed this Agreement on the
_____ day of _____ 20____

EMERGICON, L.L.C.

The City of Colleyville, Texas

By: _____

By: _____

Name: Christopher Turner

Name: Jennifer Fadden

Title: President & CEO

Title: City Manager

ADDENDUM A

This document is an addendum to the Service Agreement between Emergicon, L.L.C. and City of Colleyville, Texas. It is understood that the following software is being purchased from SafetyPad EMS Information Systems by City of Colleyville, Texas, through a Service Agreement with Emergicon, L.L.C.

Colleyville Estimate:

Annual fees

1700 calls x \$1.27 per record (15% hometown discount)= \$2159.00

4 devices x \$84.00 yr = \$336.00

CAD Interface x \$125 month (guess) = \$1500

-this could drop, need to see your current process

Auto-fax/Yr= \$420

Annual costs (based on 1700 calls) = **\$4247.00**

Grand Total: **\$4,247.00**

Emergicon agrees to pay the above mentioned software fees to SafetyPad EMS Information Systems.

The contract between SafetyPad EMS Information Systems and City of Colleyville, Texas will automatically renew annually according to the SafetyPad EMS Information Systems Software License Agreement. Emergicon will pay SafetyPad EMS Information Systems on the contract renewal date for the full annual subscription fee.

Cancellation fees

Should City of Colleyville terminate Emergicon's Service Agreement within twelve (12) months of the date of this Addendum, City of Colleyville will be responsible for full payment to Emergicon of a cancellation fee equal to the total cost (\$4,247.00). Emergicon will invoice City of Colleyville upon written notice of cancellation and payment will be due 30 days from cancellation date.

EMERGICON, L.L.C.

By: _____

Name: Christopher Turner

Title: President & CEO

Date: _____

City of Colleyville

By: _____

Name: Jennifer Fadden

Title: City Manager

Date: _____

**MASTER SERVICES AND LICENSE AGREEMENT BETWEEN
SAFETYPAD and COLLEYVILLE FIRE DEPARTMENT**

THIS MASTER SERVICES AND LICENSE AGREEMENT ("**Agreement**") is entered into _____ ("**Effective Date**") by and between OPEN inc. d/b/a SafetyPAD, a Minnesota corporation with its principal place of business located at 7760 France Avenue South, 11th Floor, Minneapolis Minnesota 55435 ("**SafetyPAD**") and the City of Colleyville with its principal place of business located at 100 Main Street, Colleyville, TX 76034 ("**Licensee**"). SafetyPAD and Licensee may be individually referred to as a "**Party**" or collectively as "**Parties.**"

RECITALS

- A. SafetyPAD is the owner and licensor of an electronic patient care reporting system that allows first responders to accurately generate pre-hospital care documentation.
- B. Licensee provides first responder services.
- C. Licensee wishes to license from SafetyPAD, and SafetyPAD wishes to license to Licensee, a perpetual, non-exclusive license for that certain electronic patient care reporting system and other software products and related maintenance and services associated with such software products, as hereinafter provided.

NOW THEREFORE, the Parties agree as follows:

1.0 GRANT OF LICENSE

1.1 License. SafetyPAD grants a license to Licensee to use SafetyPAD's electronic patient care reporting software (the "**Software**") in conjunction with the Licensee's performance of its first responder activities during the term of this Agreement, subject to the use provisions contained herein. Except as otherwise provided herein, Licensee may not assign, convey, license, re-license, sell, grant, distribute, pledge or otherwise transfer (in whole or in part, whether for profit or not), this license to any other person, corporation, firm, partnership or other entity.

1.2 Sole Right. Licensee acknowledges that SafetyPAD is the sole owner of the Software and all rights and goodwill associated therewith. Nothing in this Agreement shall give Licensee any right, title or interest in or to the Software other than those expressly provided herein.

1.3 Adverse Claims. Licensee acknowledges SafetyPAD's ownership of the Software and shall not claim adversely to SafetyPAD, or assist any third party in attempting to claim adversely to SafetyPAD, with regard to such ownership.

1.4 Infringement. During the term of this Agreement, Licensee shall notify SafetyPAD promptly of all infringing or unauthorized uses of the Software of which Licensee becomes aware.

2.0 TERMS OF USE

2.1 Title. Licensee and SafetyPAD agree that SafetyPAD owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software, and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, whether made by SafetyPAD, Licensee, or any third party.

2.2 Transfers. Licensee shall not sell, license, sub-license, publish, display, distribute, or otherwise transfer to a third party the Software or any copy thereof, in whole or in part, without SafetyPAD's prior written consent.

2.3 Marketing. Licensee shall not use the Software or any other SafetyPAD product for its own marketing, sales, or other ancillary use without express written permission from SafetyPAD. SafetyPAD may reference Licensee in its marketing materials or website with no further notice to Licensee.

2.4 Database and Patient Care Report Ownership. SafetyPAD alone owns its proprietary database. All patient care reports belong to the Licensee, and SafetyPAD by virtue of this Agreement acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use the Licensee's data for its own purposes.

3.0 TERM

3.1 Duration. This Agreement and the license granted hereunder and pursuant to the End User License Agreement attached hereto as Exhibit A shall take effect on the Effective Date and remain in effect until terminated as provided for in Section 5.0 below.

3.2 Maintenance Agreement Term. The Maintenance Agreement set forth on the attached Exhibit B shall remain in effect under the monthly application solutions provider pricing model ("**ASP Pricing Model**") noted until otherwise terminated as provided for in Section 5.0 below.

4.0 COMPENSATION AND FEES

4.1 Compensation. Licensee shall pay SafetyPAD for the Software license and all other additional services under the Monthly Pricing and Maintenance schedule, attached hereto as Exhibit C. Charges will accrue from the specified "go-live" date or when 100 or more billable runs have been submitted through the SafetyPAD system for billing. Any additional requested on-site visits outside of those set forth in this Agreement may be subject to per diem costs for all expenses, including, but not limited to, lodging, transportation, meals, and incidentals.

4.2 Invoice. SafetyPAD shall submit to Licensee an invoice for amounts due to:
Emergicon
1717 McKinney Ave, Suite 700
Dallas, TX 75201

4.3 Due Date. Licensee shall pay SafetyPAD within thirty (30) days of the invoice date. Failure of Licensee to pay SafetyPAD within thirty (30) days of invoice date constitutes an Event of Default and subjects such overdue amounts to a 2.5% late fee.

4.4 Archival Charge. Licensee agrees to pay SafetyPAD a charge of \$0.20 per gigabyte per month, beginning five (5) years after the Effective Date, for any archival storage of Licensee data ("**Archival Charge**"). Upon written request to SafetyPAD, Licensee may export and save all records older than five (5) years in a Licensee-designated storage location to avoid the Archival Charge. In the alternative, SafetyPAD will continue to store the records and add the Archival Charge to Licensee's monthly invoice.

5.0 TERMINATION

5.1 Events of Default. Either Party may terminate this Agreement and the licenses granted herein upon the occurrence of one or more of the following "Events of Default" by the other Party:

- a. violation of any material provision of this Agreement;
- b. termination, suspension, winding up, or liquidation of a Party's business operations, voluntarily or otherwise;
- c. a Party becoming subject to any bankruptcy or insolvency proceeding under federal or state law; or
- d. a Party becoming insolvent or subject to direct control by a trustee, receiver or similar authority.

5.2 Notice of Breach and Time to Cure. In case of an Event of Default, the non-breaching Party shall provide written notice to the breaching Party of the Event of Default and allow the breaching Party fourteen (14) days from receipt of notice to cure said breach prior to the non-breaching party having the right to terminate this Agreement.

5.3 Licensee Termination. Notwithstanding Sections 5.1 and 5.2, Licensee may terminate this Agreement, in its sole discretion, at any time, by giving written notice to SafetyPAD at least sixty (60) days prior to the effective date of such termination. In the event of such termination, Licensee shall pay to SafetyPAD compensation for all services rendered and approved, and all expenses incurred up to the effective date of termination, including set-up and training expenses. Licensee shall not be liable to SafetyPAD for additional compensation or expenses incurred after the effective date of termination, other than as provided herein. In no event shall Licensee be liable for any consequential or incidental damages.

5.4 SafetyPAD Termination. Notwithstanding Sections 5.1 and 5.2, Licensee's failure to timely make any payments hereunder shall be an Event of Default that constitutes good cause for SafetyPAD to terminate this Agreement with ten (10) days written notice to Licensee.

5.5 Return of Software. Within ten (10) days after termination of this Agreement, Licensee shall (i) return to SafetyPAD, at Licensee's expense, the Software and all copies thereof, (ii) delete or destroy all other copies of the Software, and (iii) deliver to SafetyPAD a certification,

in writing signed by an officer of Licensee, that the Software has been returned, all copies deleted or destroyed, and use of the Software has been discontinued (the **"Termination Procedure"**). The Termination Procedure shall include and extend to SafetyPAD mobile, SafetyPAD Enterprise and any other SafetyPAD-related application. Continued use of any SafetyPAD-related product after termination will result in Licensee remaining subject to continued maintenance fees. In the event the Termination Procedure is not followed, SafetyPAD shall be entitled to receive from Licensee additional compensation equal to the pricing described in Exhibit C.

5.6 Export of Patient Care Reports. Upon termination of this Agreement, Licensee shall utilize imbedded features within SafetyPAD 'Enterprise' to export its own data in .pdf form, along with a corresponding data file (.xml). Proper planning must occur to ensure all data transfer occurs prior to the ten (10) day period set forth above. Upon Licensee confirming receipt and reconciliation of all patient care reports, SafetyPAD shall return, erase, destroy, or render unreadable all Licensee data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and upon request from Licensee, certify in writing that these actions have been completed.

6.0 CONFIDENTIAL INFORMATION

6.1 Confidential Information. The Parties are each the individual owners of trade secrets, copyrights, patent rights and other intellectual confidential rights in and to certain products, software, and technology (the **"Confidential Information"**). The Parties have or will disclose to one another the Confidential Information for the purposes contemplated by this Agreement. Each Party has or will receive the Confidential Information under the terms and conditions of this Agreement.

6.2 Protection of Confidential Information. The Parties shall each take all necessary action to protect the confidentiality of the Confidential Information of the other Party, shall hold it in strict confidence, and shall not disclose or publish or permit the disclosure or publication of it to any person or entity except as provided for in this Agreement. Without limiting the generality of the foregoing, each Party agrees to use at least the same degree of care to avoid unauthorized disclosure, use or publication of the Confidential Information as it employs with respect to its own confidential information.

6.3 Disclosure. The Parties may disclose the Confidential Information to their own employees and agents, and to others for whom it is reasonably necessary to disclose for the purposes of this Agreement; provided, however, said persons shall be advised of the provisions of this Agreement and shall agree in writing to be bound by these provisions.

6.4 Ownership and Use of Confidential Information. The Confidential Information of each Party will remain the property of that Party. No licenses or transfers of ownership or other rights are expressed or implied by this Agreement, except that the Parties may use the Confidential Information for the purposes contemplated by this Agreement. The Confidential Information shall not be used by the Parties, directly or indirectly, for any purpose other than the purposes set forth in this Agreement. In addition, at no time shall the Confidential Information provided by the disclosing Party be utilized directly or indirectly by the receiving Party contrary to the business interests of the disclosing Party or contrary to the intellectual property rights of the disclosing Party. The disclosing Party specifically prohibits and does not grant any right to the receiving Party to disassemble or

reverse engineer or decompile or otherwise fragmentize and recompile the Confidential Information.

6.5 Return of Confidential Information. Upon termination of this Agreement, or upon the request of the disclosing Party to whom the Confidential Information belongs, the Confidential Information shall be returned to the disclosing Party, including all equipment, software, technical materials, copies, notes, memoranda or other material related thereto. No copies of the Confidential Information shall be retained by the other Party or any person or entity under its direction and control.

6.6 Non- Confidential Information. Confidential Information does not include information that: (i) was known by the receiving Party prior to receipt of the information from the disclosing Party prior to the confidentiality obligation; (ii) becomes known through a third party without a confidentiality obligation; (iii) becomes public knowledge through no wrongful act of the receiving Party; or (iv) is disclosed pursuant to a requirement of a governmental agency or law; provided, however that notification of such request is made to the disclosing Party by the receiving Party.

6.7 Compliance with Law. SafetyPAD shall comply with Minnesota Statute, Chapter 325C, "Uniform Trade Secrets Act." Licensee shall comply with any applicable local, state and federal laws pertaining to the protection of trade secrets then in effect and applicable to businesses and/or government agencies operating within the state where the Licensee regularly conducts its business operations.

7.0 CHANGE ORDER REQUEST. Licensee may request changes in the services provided within the scope of this Agreement by completing a change order request. If such changes are feasible, SafetyPAD, in its sole discretion, will provide Licensee with a Change Order, which shall include the costs and time necessary to complete the Change Order. No claim for additional compensation or services shall be recognized unless contained in a duly executed Change Order. Any services added to the scope of this Agreement by a Change Order shall be executed subject to all other terms of this Agreement.

8.0 HIPAA

8.1 The Parties shall carry out their obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the billing services provided hereunder. In conformity therewith, the Parties agree that they will:

- a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
- b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;

- c. To mitigate, to the extent practicable, any harmful effect that is known to the parties of a use or disclosure of PHI by the Parties in violation of this Agreement;
- d. Report to the other Party any use or disclosure of PHI not provided for by this Agreement of which either Party becomes aware;
- e. Ensure that any agents or subcontractors to whom the parties provide PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to the Parties with respect to such PHI;
- f. Make PHI available to either Party and to the individual who has a right of access as required under HIPAA within thirty (30) days of the request by either Party regarding the individual;
- g. Incorporate any amendments to PHI when notified to do so by either Party;
- h. Provide an accounting of all uses or disclosures of PHI made by the Parties as required under the HIPAA privacy rule within sixty (60) days;
- i. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the parties compliance with HIPAA; and
- j. At the termination of the Agreement, return or destroy all PHI received from, or created or received by either Party on behalf of the other Party, and if return is infeasible, the protections of this Agreement will extend to such PHI.

8.2. The specific uses and disclosures of PHI that may be made by either Party on behalf of the other Party include:

- a. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the Parties to its patients;
- b. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
- c. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by the Parties to its patients or to appeal denials of payment for same;
- d. Uses required for the proper management of the parties as business associates; and
- e. Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.

9.0 INDEMNIFICATION

9.1 **Mutual Indemnification.** Each Party shall indemnify and hold the other harmless from any and all losses, damages, liabilities, claims, demands, suits, or causes of action, including attorneys' fees and expenses of defending against such claims, demands, suits, or causes of action, which may arise out of the performance of this Agreement as a result of an act of negligence or intentional acts, omissions, or wrongdoings of the Party, its employees, agents, representatives, consultants, or subcontractors.

9.2 **Software Indemnification.** To the extent permitted by law, SafetyPAD agrees to indemnify and hold the Licensee and its officers, directors, employees, consultants, agents and subcontractors harmless against any and all losses, damages, liabilities, claims, demands, suits, or causes of action, including attorneys' fees and expenses of defending against such claims, demands, suits, or causes of action, resulting from (i) third-party claims for violations of patent rights or other intellectual property rights against the Licensee or its customers, arising out of the Software licensed pursuant to this Agreement, or (ii) third-party claims based on defects or non-performance of the Software, or breach of warranty, or representations made by SafetyPAD.

9.3 **Indemnification Procedures.** Promptly after receipt by either Party of notice of any demand, action, proceeding, claim or potential claim (collectively, a "**Claim**"), which would give rise to a right to indemnification, such Party shall give the Party who may become obligated to provide indemnification (the "**Indemnifying Party**") written notice describing the Claim in reasonable detail. Such Indemnifying Party shall have the right, at its option, to compromise or defend, at its own expense and by its own counsel, any such matter involving the Claim. If the Indemnifying Party shall undertake to compromise or defend any such Claim, it shall promptly notify the Party seeking indemnification of its intention to do so, and the Party seeking indemnification shall cooperate fully with the Indemnifying Party and its counsel in the compromise of, or defense against, any such Claim. All costs and expenses incurred in connection with such cooperation (other than the cost of internal personnel, and the fees and expenses of any attorneys, of the Party seeking indemnification) shall be borne by the Indemnifying Party. In any event, the Party seeking indemnification shall have the right, at its own expense to participate in the defense of such Claim. In no event shall the Party seeking indemnification compromise such Claim without the written consent of the Indemnifying Party.

9.4 **Survival.** The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof. No arbitration or other action under this Agreement may be brought by either Party against the other more than one (1) year after the cause of action arises.

10.0 NO AGENCY OR AUTHORITY. Nothing in this Agreement shall be construed to create an agency, joint venture, partnership or other form of business association between the Parties. Neither Party has the right or authority to make any contract, representation, or binding promise of any nature on behalf of the other Party, whether oral or written, without the express written consent of the other Party.

11.0 UNCONTROLLABLE FORCES. Except for Licensee's obligation to make payment hereunder, neither Party shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to any event which results in the prevention or delay of performance by a Party of its obligations under this Agreement and which is beyond the

reasonable control of the non-performing Party, including, but not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, terrorism, governmental actions, manufacturer's shortages or constraints on parts or products, or any other cause beyond the reasonable control of such Party ("**Uncontrollable Force**"). In the event of such Uncontrollable Forces, the time for performance will be extended for a period of time equal to the length of the delay or inability to perform, plus an additional reasonable period to recommence performance.

12.0 ASSIGNMENT. Licensee shall not assign or otherwise transfer the Software or this Agreement to anyone, including any parent, subsidiary, affiliated entity or third party, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without SafetyPAD's prior written consent. Nothing in this Agreement shall prevent SafetyPAD from assigning or otherwise transferring any of its rights or obligations herein so long as the assignee of this Agreement assumes all obligations and liabilities hereunder.

13.0 NOTICES. All notices pertaining to this Agreement shall be delivered or mailed to such Party at their respective address as follows:

If to: **SafetyPAD**

oPEN, inc. d/b/a SafetyPAD
Attn: Josh Austin, Chief Technology Officer
7760 France Avenue South, 11th Floor
Minneapolis, MN 55435

If to: **LICENSEE**

Jennifer Fadden
City Manager
100 Main Street
Colleyville, TX 76034

14.0 DISPUTE RESOLUTION; VENUE. All disputes and claims relating to this Agreement, the rights and obligations of the Parties herein, and any claims or causes of action relating to the performance of either Party, shall first be referred for resolution to each respective Party's senior management. If such persons cannot resolve the matter within sixty (60) days of commencing negotiations, then the aggrieved Party shall refer the dispute to arbitration to be held at the office of the American Arbitration Association ("**AAA**") in Minneapolis, Minnesota or the office of the AAA nearest Licensee's site. The arbitration shall be held in accordance with the United States Arbitration Act (9 U.S.C. § 1 et seq.) and the AAA Commercial Arbitration Rules then in effect; provided, however, that the Parties agree that any arbitration shall be conducted under AAA's expedited procedures then in effect, regardless of the amount in controversy. Each Party may be represented by counsel in such arbitration proceeding.

The arbitration proceeding shall be conducted by one arbitrator who shall be selected by the AAA. The Parties agree to request the arbitrator to render a written decision within three (3) months of the request for arbitration or within two (2) months after appointment of the arbitrator, whichever is earlier. To the extent permitted under applicable law, such award shall be final and binding upon both Parties. Any costs, fees or expenses incident to enforcing the award shall, to

binding upon both Parties. Any costs, fees or expenses incident to enforcing the award shall, to the maximum extent permitted by law, be charged against the Party resisting such enforcement. Judgment upon an award rendered by the arbitrator may be entered in any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the law of such jurisdiction may require or allow. Each Party shall be responsible for its own costs and expenses of arbitration.

15.0 CHOICE OF LAW. All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the laws of the Licensee is located.

16.0 NO WAIVER. The failure on the part of either Party to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future or any other right or remedy.

17.0 SEVERABILITY. Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the Licensee's state, the validity of the remaining portions or provisions shall not be affected thereby.

18.0 SURVIVAL. Sections 5.5, 5.6, 6.0, 9.0, 14.0 and 15.0 shall survive the termination of this Agreement.

19.0 ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties. The Licensee and SafetyPAD each represent that in entering into this Agreement each has not relied on any previous oral and/or implied representations, inducements or understandings of any kind or nature.

20.0 ATTACHMENTS. The following named attachments are made an integral part of this Agreement:

Exhibit A: SafetyPAD End User License Agreement

Exhibit B Maintenance Agreement

Exhibit C Monthly Pricing and Maintenance

IN WITNESS OF THE FOREGOING, this Agreement is executed Effective Date first set forth above.

**OPEN, INC. d/b/a SAFETYPAD, a
Minnesota corporation**

LICENSEE

By _____
Josh Austin
Its Chief Technology Officer

By _____
Jennifer Fadden
City Manager

Exhibit A
SafetyPAD End User License Agreement

This End-User License Agreement (“EULA”) is a legal agreement between (a) Licensee (either an individual or a single entity) and (b) SafetyPAD that governs Licensee’s use of any Software Product installed on or made available by SafetyPAD for use with Licensee’s SafetyPAD mobile, desktop applications or associated products (each a **“SafetyPAD Product”**). Other software provided by third parties and used with a SafetyPAD Product may be subject to a separate EULA. The term **“Software Product,”** as used in this EULA, means computer software and may include associated media, printed materials and “online” or electronic documentation. An amendment or addendum to this EULA may accompany the SafetyPAD Product.

BY DOWNLOADING OR INSTALLING SAFETYPAD MOBILE, OR CONNECTING TO THE SAFETYPAD DATABASE, LICENSEE AGREES TO BE BOUND BY THE TERMS OF THIS EULA. LICENSEE ALSO ACCEPTS THIS EULA IF LICENSEE KEEPS THE SAFETYPAD PRODUCT FOR 30 DAYS. IF LICENSEE DOES NOT ACCEPT THESE LICENSE TERMS, LICENSEE’S SOLE REMEDY IS TO DISCONTINUE THE INSTALLATION PROCESS OR RETURN UNUSED SAFETYPAD PRODUCT (HARDWARE AND SOFTWARE) TO LICENSEE’S PLACE OF PURCHASE WITHIN 30 DAYS FOR A REFUND SUBJECT TO THE REFUND POLICY OF LICENSEE’S VENDOR.

1. GRANT OF LICENSE. SafetyPAD grants Licensee the following non-exclusive rights provided Licensee agrees to and complies with all terms and conditions of this EULA:

- a.) Use. Licensee may use the Software Product license only as integrated with the SafetyPAD Product and only on a single computer at one time (**“Licensee’s Computer”**). Licensee may install with additional 3rd party application or software. Licensee may not separate component parts of the Software Product from the SafetyPAD Product. Licensee does not have the right to distribute the Software Product. Licensee may install the Software Product into Licensee computer devices for purposes of using the SafetyPAD Product.
- b.) Storage. The Software Product may only be stored or copied into the SafetyPAD Product and may not be separated from the SafetyPAD Product.
- c.) Reservation of Rights. The Software Product is licensed, not sold, to Licensee by SafetyPAD. SafetyPAD and its suppliers own all right, title and interest in and to the Software Product and reserve all rights not expressly granted to Licensee in this EULA. Licensee agrees to refrain from any action that would diminish such rights or would call them into question.
- d.) Freeware. Notwithstanding the terms and conditions of this EULA, all or any portion of the Software Product which constitutes non-proprietary SafetyPAD software or software provided under public license by third parties (**“Freeware”**), is licensed to Licensee subject to the terms and conditions of the software license agreement accompanying such Freeware whether in the form of a discrete agreement, shrink wrap license or electronic license terms accepted at time of download. Use of the Freeware by Licensee shall be governed entirely by the terms and conditions of such license.

2. UPGRADES. To use a Software Product identified as an upgrade, Licensee must first be licensed for the original Software Product identified by SafetyPAD as eligible for the upgrade. After upgrading, Licensee may no longer use the original Software Product that formed the basis for its upgrade eligibility.

3. ADDITIONAL SOFTWARE. This EULA applies to updates or supplements to the original Software Product provided by SafetyPAD unless SafetyPAD provides other terms along with the update or supplement. In case of a conflict between such terms, the other terms will prevail. Without limitation to the preceding terms, Licensee agrees to be bound by the terms of the AirWatch End User License Agreement ("**AirWatch EULA**"). The complete terms of the AirWatch EULA are hereby incorporated by reference, and may be reviewed at:

www.air-watch.com/downloads/legal/20140701_AirWatch_EULA.pdf

4. TRANSFER.

a.) Third Party. The Software Product may only be transferred to another end user as part of a transfer of the SafetyPAD Product on which it is installed. Any transfer must include all component parts, media, printed materials and this EULA. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred product must agree to all the EULA terms. Upon transfer of the SafetyPAD Product, Licensee license is automatically terminated.

b.) Restrictions.

i. Licensee shall not rent, lease or lend the Software Product or use the Software Product for commercial timesharing or bureau use;

ii. Licensee shall not sublicense, assign or transfer the license or Software Product except as expressly provided in this EULA;

iii. Licensee shall not employ any SafetyPAD competitor to use the Software on Licensee's behalf, view the Software or documentation, or provide management, staging, support, hosting or similar services with regard to the Software without prior written consent of SafetyPAD; and

iv. Licensee shall not permit any party, whether acting directly or on behalf of Licensee, to breach or violate any of these License Restrictions.

5. PROPRIETARY RIGHTS. All intellectual property rights in the Software Product and user documentation are owned by SafetyPAD or its suppliers and are protected by law, including but not limited to United States copyright, trade secret, and trademark law, as well as other applicable laws and international treaty provisions. The structure, organization and code of the Software Product are the valuable trade secrets and confidential information of SafetyPAD and its suppliers. Licensee shall not remove any product identification, copyright notices or proprietary restrictions from the Software Product or SafetyPAD Product.

6. LIMITATION ON REVERSE ENGINEERING. Licensee may not reverse engineer, decompile, disassemble or create derivative works of the Software Product, except and only to the extent

that the right to do so is mandated under applicable law. Nothing contained herein shall be construed, expressly or implicitly, as transferring any right, license or title to Licensee other than those explicitly granted under this EULA. Unauthorized copying of the Software Product or failure to comply with the above restrictions will result in automatic termination of this Agreement and will constitute immediate, irreparable harm to SafetyPAD for which monetary damages would be an inadequate remedy, in which case injunctive relief will be an appropriate remedy for such breach.

7. TERM. This EULA is effective unless terminated or rejected. This EULA will also terminate upon conditions set forth elsewhere in this EULA or if Licensee fails to comply with any term or condition of this EULA.

8. CONSENT TO USE OF DATA. Licensee agrees that SafetyPAD and its affiliates or suppliers may collect and use technical information Licensee provides in relation to support services related to the Software Product. SafetyPAD and its suppliers agree not to use this information in a form that personally identifies Licensee except to the extent necessary to provide such services.

9. DISCLAIMER OF WARRANTIES. Licensee acknowledges that the SafetyPAD Product is for the collection, documentation and reporting of Emergency Medical Services data. The Software Product is offered on an "AS-IS" basis and SafetyPAD does NOT warrant that the functions contained in the Software Product will meet Licensee's requirements or that the operation of the Software Product will be uninterrupted or error free. Computer software is inherently subject to bugs and potential incompatibility with other computer software and hardware. Licensee should not use the Software Product for any applications in which failure could cause any significant damage or injury to persons or tangible or intangible property.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAFETYPAD AND ITS SUPPLIERS PROVIDE THE SOFTWARE PRODUCT "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF VIRUSES ALL WITH REGARD TO THE SOFTWARE PRODUCT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SAFETYPAD OR A SAFETYPAD AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

Some states/jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to Licensee in its entirety. IN NO EVENT DOES SAFETYPAD PROVIDE ANY WARRANTY OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY HARDWARE OR SOFTWARE WITH WHICH THE SAFETYPAD PRODUCT IS DESIGNED TO BE USED, AND SAFETYPAD DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY FAILURES THEREOF.

10. LIMITATION OF LIABILITY. Notwithstanding any damages that Licensee might incur, the entire liability of SafetyPAD and any of its suppliers under any provision of this EULA and Licensee's exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by Licensee for the SafetyPAD Product or US\$100.00.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SAFETYPAD OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS EULA), EVEN IF SAFETYPAD OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Licensee.

11. U.S. GOVERNMENT CUSTOMERS. Consistent with FAR 12.211 and 12.212, Commercial Computer Software, Computer Software Documentation, and Technical Data for Commercial Items are licensed to the U.S. Government under SafetyPAD's standard commercial license.

12. COMPLIANCE WITH EXPORT LAWS. Licensee shall comply with all laws and regulations of the United States and other countries ("**Export Laws**") to ensure that the Software Product is not (1) exported, directly or indirectly, in violation of Export Laws, or (2) used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

13. CAPACITY AND AUTHORITY TO CONTRACT. Licensee represents that it is duly authorized to enter into this EULA.

14. APPLICABLE LAW. This EULA is governed by the laws of the United State law, State of Minnesota exclusive of conflict of law provisions and Licensee's attorney to the jurisdiction of the courts of the State of Minnesota with respect to any proceedings arising from this EULA. The Parties hereby agree that this EULA is not governed by the United Nations Convention on Contracts for the International Sale of Goods.

15. ENTIRE AGREEMENT. This EULA (including any addendum or amendment to this EULA which is included with the SafetyPAD Product) is the entire agreement between Licensee and SafetyPAD relating to the Software Product and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software Product or any other subject matter covered by this EULA. To the extent the terms of any SafetyPAD policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. In the event of a conflict between the English and any non-English versions of this EULA, the English version shall govern. If any provision of this EULA is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provision of the EULA will remain in force and effect.

Exhibit B
Maintenance Agreement

This Maintenance Agreement is incorporated into the Master Services and License Agreement between SafetyPAD and Licensee.

A. Included Maintenance. Maintenance included in this agreement is as follows:

1. All Core Software and Customized Software, excluding potential ongoing 3rd party maintenance fees (such as medical device manufacturer).
2. Corrections of defects in SafetyPAD so that SafetyPAD will operate with reliable functionality and without loss of data.
3. Periodic updates to SafetyPAD that may incorporate (i) corrections of any defects, (ii) fixes of any bugs, and (iii) at the sole discretion of SafetyPAD, enhancements to the SafetyPAD. Updates will be provided either remotely or on-site based on the complexity of the upgrade.
4. 24-hour telephone support to assist the Licensee in utilizing and managing the overall use of SafetyPAD, subject to the terms set forth below. Standard response times will be within 8 hours, excluding federal holidays. On federal holidays, 24-hour technical support with 8-hour response times will be provided for system-wide critical failure of the SafetyPAD system. Email and internet-based maintenance and support are included in the Maintenance Agreement.
5. For support-related issues, Maintenance Level 1 is based on SafetyPAD being contacted only after a support issue is unresolved by the Licensee's internal support staff. The Licensee will follow support guidelines that have been provided to the Licensee by SafetyPAD. In the event the issue is not resolved by the Licensee using these guidelines, the issue will be escalated to SafetyPAD's support team.
6. Maintenance-related problems are usually resolved by interfacing via phone (voice or remote connection) or remote access software, such as Microsoft Terminal Services or a similar product provided and installed by SafetyPAD onto the Licensee's server.
7. Maintenance at SafetyPAD's office of a test version, including a test database, for the most recent version of the Licensee's software release.

B. Excluded Maintenance. Maintenance excluded from this Maintenance Agreement is as follows:

1. Custom Programming Services. These services may be necessary to accommodate features or functionality unique to an agency's unique needs and requirements. However, any software changes or enhancements to SafetyPAD that can be utilized by most EMS agencies may be included as part of maintenance at no additional charge.
2. End-users questions and issues pertaining to:
 - i. The general use of the hardware or non-SafetyPAD software products; and
 - ii. Licensee network functionality and performance.
3. On-site support. (See On-Site Support below).

4. On-site training.
5. Hardware and related supplies. Warranty for hardware varies on manufacturer's terms and conditions. SafetyPAD must be contacted by the Licensee in the event any hardware defects occur. If equipment is procured through SafetyPAD, defective equipment should be sent to SafetyPAD with a SafetyPAD-issued return number, unless otherwise specified by SafetyPAD. Once repaired, the hardware manufacturer or SafetyPAD will send properly configured equipment back to the Licensee. The hardware manufacturer and the Licensee will pay postage expenses.

Should SafetyPAD offer any maintenance enhancements for the Maintenance Agreement procured by the Licensee to any of its existing or future clients, those enhancements will be provided to the Licensee at no additional charge. Maintenance enhancements include any modification to the existing inclusions and exclusions outlined above, or additions that result in a greater level of maintenance and support for a particular maintenance plan.

On-Site Support

On-site support to Licensee is an optional add-on to this Maintenance Agreement. Any on-site support plan will be billed to Licensee upon such terms and conditions agreed-upon by Licensee and SafetyPAD.

Exhibit C
Monthly Pricing and Maintenance

Software and Integration Costs

The prices set forth below shall apply for the term of the Master Services and License Agreement between the Licensee and SafetyPAD.

Core Software and Integration.

** The following are "not to exceed" prices. At preparation of this exhibit several factors that may impact pricing were unknown.

Description of Services / Product	
Electronic Patient Care Reporting	\$1.27 per record
<i>Unlimited mobile installations on Android ice cream sandwich or newer OS.</i>	
<i>Unlimited user access to web-based SafetyPAD Enterprise</i>	
<i>SafetyPAD Hosted Virtual Servers</i>	
Airwatch Mobile Device Management	\$7.00 per device/per month
<i>Per device fee-required for Android</i>	
<i>Full administrative controls per agency (http://www.air-watch.com/)</i>	
Electronic Health Information Exchange - Hospital	Included
<i>Utilizing SafetyPAD API protocol specifications</i>	
CAD Interface	\$125.00 per month
<i>SafetyPAD needs to scope</i>	<i>Maximum price per month</i>
Other:	
NEMESIS 3.0 (ONLY)	included
State Extract	
Hosting, Back-Up, Archiving	included
Data storage > 60 months	\$0.20 per GB/month
Fire RMS Interface	\$ month
<i>SafetyPAD need scope</i>	
Faxing (ePCR volume)	
1-20000	\$35.00 month

20000-40000	\$55.00 month
40000-80000	\$85.00 month
<i>**note pricing based on current SafetyPAD hosted server, may require eFax**</i>	
Training on-site:	
Training	\$1500 per trainer/per trip
Per Day Fee	\$1900 per day (2- 3hr sessions per day)
Web Session	\$80.00 hr
<i>One (1) field web session (3 hours training)</i>	<i>\$320.00 per session</i>
Administrative training web sessions	
Min 4-6 Hours web Admin Training Plus device configuration and set-up	\$960.00
xPlore Ranger X Hardware- Android <i>Base unit, fully 'loaded'. Mounting, accessories, etc available. Pricing can be provided. http://www.xplorettech.com/products/rangerx</i>	SafetyPAD is a certified reseller for Xplore products. Conduct your representative for pricing details

Fee Definitions

Annual ePCR Volume - invoices will be submitted based on the monthly total ePCR's in the database. Records with a status of "inactive" are not billed. Year-end reconciliation may be performed.

- Monthly volumes are calculated based on records written using SafetyPAD each medical-rescue dispatch.
 - An example of pricing is as follows:
 - Engine, rescue and truck are dispatched to a "man down" call. Three units are dispatched and three patient care reports are created. This is billed as three separate charges.
- If a record is written and submitted to the SafetyPAD database, it is calculated as part of the annual run volumes and applicable charges will apply.

- SafetyPAD will calculate Annual Run Volumes for ALL records in the SafetyPAD database to include Active and Inactive (or similar status) runs. Runs that are classified as “test” or “training” type runs are not calculated in the annual run volumes.
- Every patient report (ePCR) for any dispatched unit is included in the Annual Run Volume calculations when accounts are reconciled.

SafetyPAD Mobile and Enterprise - The monthly fee noted includes all components specified in the Summary of SafetyPAD features EXCEPT State Extract, CAD Integration and Fire RMS Integration. This includes but is not limited to:

- **Project Management (included in base fee)**
 - Remote Implementation and Planning Meetings
 - Up to 8 hours of initial Mobile and Enterprise configuration training and support is included in the administrative fees
 - Mobile Clinical Configuration
 - Rules/Protocol Guidelines Set-Up and Configuration (To-do list)
 - Initial Mobile Image Creation: Tablet Devices
 - Guidelines Mobile Web Page
 - Physio LifePAK12/15 ECG Configuration set-up support
 - Development, configure, Billing Extract, Auto Fax, Automation alerts
 - Remote: Go-live and Post Go-live support
 - Mobile to Mobile Configuration and Testing
 - System End to End Testing and Modifications
 - On-going maintenance upgrades: Mobile and Enterprise
 - 24/7 Tier 2 support
- **SafetyPAD Mobile**
 - ECG Interface with Medtronic LifePAK devices
 - Philips MRx, Zoll medical devices for windows (not yet Android supported)
 - Wireless SafetyPAD to SafetyPAD Transfers
 - Billing automation:
 - Android: only NEMSIS 3 formatted .xml files are available.
 - Patient Lookup module
 - Android release expected by Q3 2015
 - Autofax
 - Currently provided via SafetyPAD hosting center. Phone company changes may require pricing to be reevaluated and an eFax solution provided
 - Wireless data management- custom responsible for wireless services/payments
 - NFIRS basic Module if applicable
 - CAD interface if applicable
 - Access to all SafetyPAD mobile enhancements and releases.

- **SafetyPAD Enterprise (web-based application)**
 - Unlimited user access to all available modules
 - Data hosting via Amazon Web Services - SafetyPAD provided
 - Android offered ONLY in SafetyPAD hosted environments
 - Web-based access to all reports
 - Administrative tools for configuration
 - Redundant back-up systems
 - Vendor support for additional back-ups
 - Billing XML or API
 - Standard SafetyPAD formatted file - automated send
 - Configured to generate on customer defined triggers/periods
 - Can utilize SafetyPAD API for data extraction
 - Automated Enterprise updates
- **State Extract: NEMSIS 3**
 - For windows sites NEMSIS 2.2 and NEMSIS 3.0 are available.
 - Only NEMSIS 3.0 offered for Android products.
 - Includes up to 10 hrs of programming, review and configuration
 - SafetyPAD provides the interface application-output is a State defined XML file
 - SafetyPAD supports ONLY NEMSIS structured XML outputs
 - The Licensee is responsible for running, validating logs using SafetyPAD tools and upload submissions to State where applicable.
- **CAD Integration (If applicable)**
 - Includes up to 20 hrs of programming, review and configuration
 - Excludes 3rd party fees (from CAD Vendor or similar)
 - SafetyPAD specified XML or API structured files
- **FIRE RMS Integration (If applicable)**
 - Includes up to 15 hrs of programming, review and configuration
 - Excludes 3rd party fees (from CAD Vendor or similar)

Support Definitions

Tier 1 Support

This is the initial support level for basic customer issues. It is synonymous with first-line support, level 1 support and front-end support. The first job of a Tier I specialist is to gather the customer's information and to determine the customer's issue by analyzing the symptoms and figure out the underlying problem based on SafetyPAD administrative level training. When analyzing the symptoms, it is important for the technician to identify what the customer is trying to accomplish so that time is not wasted on "attempting to solve a symptom instead of a problem." Once identification of the underlying problem is established, the specialist can begin sorting through the possible solutions available. Technical support specialists in this group typically handle

straightforward and simple problems while using knowledge of the SafetyPAD management tools. This includes troubleshooting methods such as verifying physical layer issues, resolving username and password problems, uninstalling/reinstalling basic software applications, verification of proper hardware and software set up, and assistance with navigating around application menus. Personnel at this level have a basic to general understanding of the product or service and may not always contain the competency required for solving complex issues. Nevertheless, the goal for this group is to handle 80%-90% of the user problems before finding it necessary to escalate the issue to a higher level. The billing vendor will implement its own 1st level support process and define it to SafetyPAD and the customer.

Tier 2 Support

SafetyPAD is responsible for Tier 2 support. The agency will submit a support ticket to support@safetypad.com. Maintenance support is further set forth and detailed in Exhibit B of the Master Services Agreement. Tier 2 support is synonymous with level 2 support, support line 2, administrative level support, and various other headings denoting advanced technical troubleshooting and analysis methods. Technicians working in Tier 2 support are responsible for assisting Tier 1 personnel to solve basic technical problems and for investigating elevated issues by confirming the validity of the problem and seeking known solutions related to more complex issues.

Mobile Repair or Remote Mobile Computer Repair

The agency will be responsible for remote PC repair or remote computer repair. SafetyPAD technicians will install mobile software or assist clients with installations that allows its technician to access the user's desktop via the Internet or implement a hardware support process only with the user's permission. The technician can take control of the user's mouse and keyboard, transfer various diagnostic and repair applications to the user's desktop, run scans, install antivirus programs, etc. This remote software is to be installed on SafetyPAD Mobile platforms. If the remote service permits it, the technician can even reboot the PC and reconnect remotely to continue his work without the user needing to assist. The agency will implement its own hardware support process.

END OF AGREEMENT



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-3

Agenda Date 09/15/2015

Type Pre Council

Department Human Resources

Title

Discussion of the NTX Coalition

Strategy Map Connection

B3- Utilize partnerships to implement cost-effective service solutions

F3- Forecast needs and plan for the future, balancing priorities with resources

L5- Empower informed decision-making and appropriate risk taking at all levels in the organization

Explanation

The purpose of this item is to discuss the North Texas Coalition (NTX Coalition) and seek City Council direction on the level of commitment to this initiative.

Background

As the City Council is aware, medical costs are rising each year and many employers are seeking innovative ways to control costs. The North Texas Coalition (NTX Coalition or "coalition") is a group of local governments unified to address the unsustainable rise in healthcare costs for private insurers, such as cities. Holmes Murphy and Associates (the City of Colleyville's benefit broker/consultant) has provided a framework for the makeup of the NTX Coalition and provides direction, consultation and oversight of coalition activities. The geographic area of the coalition includes cities in Dallas, Tarrant, Denton, Collin, and Rockwall counties. In March 2015, the first meetings were held to gauge interest in the NTX Coalition project. The executive committee and subcommittees were formulated in April and May.

The following cities are involved in the NTX Coalition committees:

City of Dallas	City of Mesquite
City of Fort Worth	City of North Richland Hills
City of Grand Prairie	City of Watauga
City of Plano	City of Carrollton
City of Arlington	City of Richardson
City of Irving	City of The Colony
City of Denton	City of Lewisville

Other cities that have expressed interest are:

City of Bedford	City of Lancaster
City of Coppell	City of Rockwall
City of Farmers Branch	City of University Park

City of Frisco
City of Garland
City of Haltom City

City of Wylie
Town of Addison
Town of Highland Park

FIRST Pricing

The goal of the NTX Coalition is to control costs for two of the largest areas of medical expense: inpatient and outpatient services as detailed below.

Cost Type	Percent of Cost
Administrative and Stop Loss	13%
Inpatient and Outpatient	38 %
Physician and Other	31%
Pharmacy	18%

FIRST (Fair, Indexed, Rational, Simple and Transparant) pricing is Holmes Murphy's approach to hospital inpatient and outpatient service pricing.

The approach allows a hospital system to determine the price at which it is willing to sell its services. The process is expressed as "a percentage of Medicare". Medicare is the single largest purchaser of healthcare services in the country and has been able to manage inflation even though costs for medical services are going up each year (Attachment A). On the other hand, discount-based pricing has produced an inflation rate of 300 percent higher than Medicare. Discount-based pricing is the industry standard and the City of Colleyville, as well as other private purchasers of insurance, obtain discount-based pricing each year consistent with the industry standard from carriers such as BlueCross BlueShield (BCBS), United Healthcare, Aetna, and Humana.

The FIRST pricing initiative is based on the concept that anchoring to Medicare pricing allows cities' health plans to take advantage of Medicare's cost-saving approach. The pricing would include hospital inpatient, outpatient and emergency care services. At this point in time, the pricing will not encompass professional services, durable medical equipment or prescription drugs.

Next Steps

The next step in the process is the drafting of a Request for Proposal (RFP) which is currently underway with the NTX Coalition executive committee and Holmes Murphy. The City of Dallas has agreed to issue the RFP to the marketplace naming "other interested parties", those parties being the cities who have indicated their desire to participate.

The City of Colleyville has three options to participate in this project: Founder, Associate or Information-Only (Attachment B). The Founder level requires a signed Letter of Commitment and Support, also Attachment B, and a signed Non-Disclosure Agreement (Attachment C), as well as \$5,000 for claim line level repricing of the City's medical claims. The \$5,000 pays for an independent third-party company to convert the City's data into a Medicare percent, which will then be used to help evaluate the bid proposals. Committing to the Founder level also places the City of Colleyville on

the RFP to be sent out in October 2015. Placing the City's name on the bid document does not commit the City to sign a contract with the providers. The City will need to determine whether the contract would be beneficial once the bid results are back. Any contracts would be brought before the City Council for approval, prior to execution. The Founder level also:

- Gains access to all proprietary information of the NTX Coalition
- Secures for Colleyville a protected economic position for the life of the NTX Coalition
- Allows an active voice in the NTX Coalition formation and discussions moving forward
- Provides access to city specific financial models and NTX Coalition models
- Provides the highest level of visibility

The second level of commitment is the Associate level. This level still requires the signed Letter of Commitment, the signed Non-Disclosure Agreement and the \$5,000 for claim line level repricing of the City's medical claims; however, does not allow the City's name on the RFP. Since the City's name would not be on the RFP, the City would not be able to participate in the contracts and, therefore, not able to take advantage of savings, if there are any. The Associate level:

- Secures the option of participation in the NTX Coalition going forward
- Allows access to city specific financial models
- Provides ability to attend informational portion of monthly meetings

The third level of commitment is the Information-Only level. There is no requirement for the Letter of Commitment, Non-Disclosure Agreement or the \$5,000 claim line level repricing. In addition, the city would not be able to participate in the RFP and it may limit the ability to join at a later time when savings may be achieved. This level provides the following:

- Shows no commitment at this time
- Provides limited access to information
- Future opportunity to participate is subject to the discretion of the executive committee

The deadline to establish the commitment level of Founder, Associate, or Information-Only is September 30, 2015. The City of Dallas RFP is scheduled to be issued to the marketplace in October 2015, with the goal of securing provider contracts by February 2016. The proposed effective date for the contracts is January 1, 2017, with a soft-launch for those plans starting October 1, 2016.

Initially, the project will focus on self-funded entities because they have more flexibility in plan design and receive more detailed medical claims data for which pricing can be established. Fully insured cities, such as the cities of Colleyville, Watauga, and Haltom City, will likely take more focus in the next phase of the project. Partnering in this

endeavor at this point in time, will put the City of Colleyville name on the RFP; however, it and may or may not bring savings to the City through lower medical premium costs immediately.

Conclusion

The NTX Coalition project is an innovative new approach to help cities in the North Texas area control medical costs. According to information provided by Holmes Murphy, in the last five years, inpatient spending has seen an increase of 27 percent at BCBS, while Medicare has only seen a six percent increase. Profits for hospitals reached an all-time high in 2013 and, since Medicare reimbursements have stayed relatively the same, private payers are absorbing the difference. FIRST pricing is a program that plans to anchor to Medicare pricing in order to control rising costs.

Attachment D is a cost opportunity analysis based on Colleyville's claim data. This attachment illustrates the projected Colleyville inpatient and outpatient facility spend and cost avoidance over the next five years. This is based on current inpatient and outpatient numbers and trending them into 2016 assuming a seven percent market trend. If the NTX Coalition contracts become effective in 2017, and fully insured cities can take advantage of the new contracts, there are projected savings, as indicated on the last page of the attachment.

Initially, this project will focus on self-funded entities; however, the NTX Coalition does not want to exclude fully insured cities because the providers may not allow those cities to enter the contracts after they are secured. Therefore, fully insured cities are being encouraged to participate at this point. It is understood that, depending upon the bid proposals, there may not be an opportunity during this first phase for fully insured cities to obtain any savings. Once the bid proposals are received, each participating city in the NTX Coalition will be able to decide whether they are willing to pay the proposed price with full knowledge of the pricing for all services compared to other hospitals.

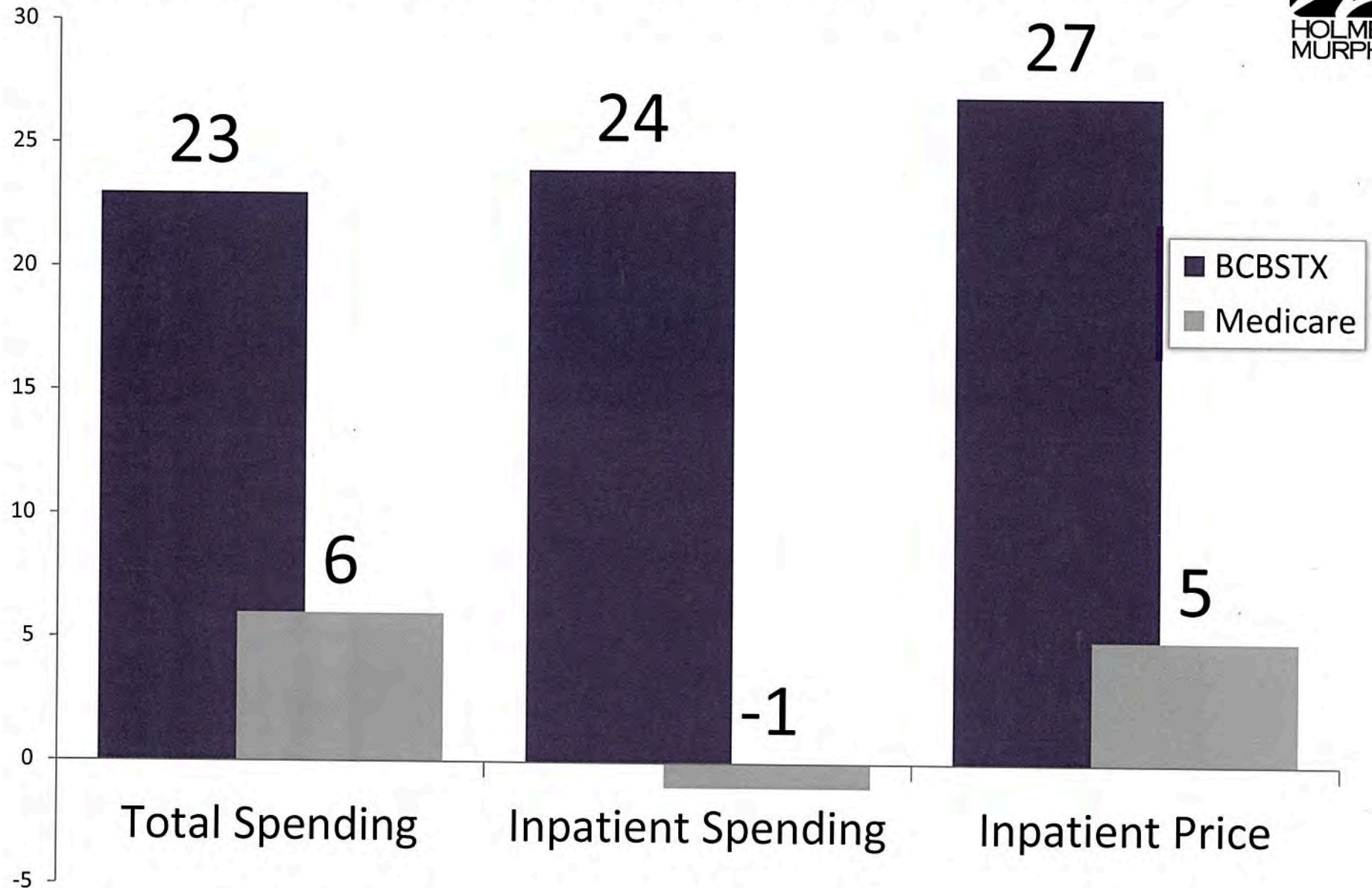
Recommendation

Staff is seeking direction from the City Council regarding the level of commitment to this endeavor. If the City Council wishes to commit at the Founder or Associate level, the \$5,000 would be funded using the Council contingency budget in FY 2016.

Attachments

1. Attachment A - Medicare vs. BCBS Spending
2. Attachment B - Commitment Levels
3. Attachment C - Mutual Non-Disclosure Agreement
4. Attachment D - Colleyville Data
5. Attachment E - FAQ's for NTX Coalition

Medicare vs BCBSTX Spending 2008-2012



Attachment B

Commitment Levels

Founder

- The highest level of commitment to the initiative, gains access to all proprietary information.
- Secures a protected economic position for the life of the NTX Coalition.
- Active voice in the NTX Coalition formation and decisions moving forward.
- Access to City specific financial models and NTX Coalition models
- Highest level of visibility

Associate

- Secures the option of participation in the NTX Coalition going forward
- Access to City specific financial models
- Ability to attend the informational portion of the monthly meetings

Information-Only

- No commitment at this time.
- Limited access to information and future opportunity to participate is subject to the discretion of the Executive Committee.

REQUIREMENTS	Founder	Associate	Information-Only
1. Sign the Letter of Commitment and Support – identify level of engagement	YES	YES	YES
2. Use the City name in the Provider RFP	YES	NO	NO
3. Signed Non-disclosure Agreement	YES	YES	NO
4. Pay \$5,000 for claim line level repricing of your City medical claims	YES	YES	NO

WHAT YOU GET	Founder	Associate	Information-Only
Influence and Transparency at the Provider-specific level	YES	NO	NO
Protected economic position for the life of the NTX Coalition	YES	NO	NO
Updates on RFP procurement and Provider negotiation process	YES	NO	NO
Access to Financial impact models in Spring 2016 based upon the Provider RFP results	YES	NO	NO
Monthly Meetings *Associates will only be able to attend the first portion of the meetings with high level updates.	YES	YES*	NO

[CITY REPRESENTATIVE CONTACT]

[DATE]

☐

FOUNDER

☐

ASSOCIATE

☐

INFORMATION ONLY

Attachment C

MUTUAL NON-DISCLOSURE AGREEMENT

This **Mutual Non-Disclosure Agreement**, effective on the date set forth below (the “**Effective Date**”), is between **Holmes Murphy & Associates (“Holmes Murphy”)**, and **The Covered Entity (“The City”)**. This Agreement is made to set forth the basis under which Holmes Murphy and The City will furnish and/or disclose to each other certain financial, business, technical and other information.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Holmes Murphy and The City agree as follows:

Section 1. Definitions. For purposes of this Agreement, the following terms will have the meanings specified below:

“**Affiliate**” means, with respect to either party, any individual, company, corporation, partnership or other entity, directly or indirectly, controlling, controlled by, or under common control with, such party.

“**Confidential Information**” means all financial, business and other information, in whatever form or medium, including, without limitation, any trade secrets, processes, financial data, technical data and documentation, strategic planning, product/service specifications, prototypes, computer programs, drawings, models and marketing data, that is furnished or disclosed by a Disclosing Party or any of its Affiliates to the Receiving Party pursuant to the terms of this Agreement, *except that* such term will not include (i) information already known by the Receiving Party without an obligation of confidentiality, (ii) information that is or becomes publicly known other than through a breach by the Receiving Party of any of its obligations under this Agreement, (iii) information received by the Receiving Party from a third party who is not known by the Receiving Party, acting in good faith, to be under an obligation of confidence to the Disclosing Party, and (iv) information that the Disclosing Party has disclosed to other parties without similar obligations of confidentiality.

“**Disclosing Party**” means the party or Affiliate of the party hereto that furnishes Confidential Information to the other party or Affiliate of the other party hereto.

“**Receiving Party**” means the party or Affiliate of the party hereto that receives Confidential Information from the other party or Affiliate of the other party hereto.

Section 2. Ownership of Confidential Information. The Receiving Party agrees that the Confidential Information of the Disclosing Party is and will remain the property and a valuable trade secret of the Disclosing Party.

Section 3. Confidentiality Obligation. Except as required by law, including the Texas Public Information Act, for a period of three years from the Effective Date, the Receiving Party will treat as confidential and will not use other than for the purposes set forth herein, disclose or otherwise make available any Confidential Information of the Disclosing Party to any person other than staff, Senior Leadership and the City Council within the Receiving Party who have a business need to know. The Receiving Party will

instruct its staff, Senior Leadership and the City Council who have access to the Confidential Information to keep the same confidential by using the same care and discretion that the Receiving Party uses with respect to its own confidential property and trade secrets, which will be no less than reasonable care and discretion. The Receiving Party will be responsible for the compliance of staff, Senior Leadership and the City Council with the terms of this Agreement. If a Receiving Party is required by applicable law, regulation, court order or legal process to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt notice of such request or requirement and the Receiving Party will use reasonable efforts to ensure that all Confidential Information so disclosed is treated confidentially. Disclosure of Confidential Information in accordance with the foregoing sentence will not violate the terms of this Agreement.

Section 4. Compliance by Affiliates. Each of Holmes Murphy and The City shall be responsible for compliance by its respective Affiliates with the terms of this Agreement.

Section 5. Non-Disclosure of Agreement. Neither party, without the prior written consent of the other party to this Agreement, will disclose to any third person (other than its staff, Senior Leadership and the City Council with a need to know) the existence or purpose of this Agreement, the terms and conditions hereof, or the fact that discussions are taking place and that Confidential Information is being shared, except as may be required by law and then only after first notifying the other party of such required disclosure.

Section 6. Limitation on Obligation; No warranties, etc. Except for the obligation of confidentiality and the restrictions on use imposed by this Agreement upon the Receiving Party, each party acknowledges that no obligation of any kind is assumed or implied against the other party by virtue of any meetings or discussions regarding the purpose of this Agreement with respect to whatever information is exchanged. Further, this Agreement and any meetings and communications of the parties relating to the subject matter of this Agreement will not (i) constitute any offer, request, or contract among the parties to engage in any transaction, nor (ii) constitute any offer, request or contract involving a buyer-seller relationship, venture, teaming or partnership relationship among the parties. Each party hereto hereby acknowledges that the Disclosing Party makes no representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information of the Disclosing Party.

Section 7. Return of Confidential Information. If the Receiving Party reproduces all or any part of, or further discloses, any Confidential Information, the Receiving Party will not remove or obscure any confidential or proprietary notices or legends, if any, that appear in the originals thereof. At the request of the Disclosing Party, the Receiving Party will return to the Disclosing Party or certify in writing to the Disclosing Party that the Receiving Party destroyed all Confidential Information, reproductions or summaries thereof and extracts therefrom; provided, however, the

Receiving Party may retain a copy of the Confidential Information solely for legal archival purposes. The Receiving Party's obligations under Section 3 will survive any return or destruction of Confidential Information.

Section 8. Notice of Unauthorized Use. The Receiving Party will notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Receiving Party, and will reasonably cooperate with the Disclosing Party to regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. If the Receiving Party or any of its employees or consultants attempt to use or disclose any of the Confidential Information in a manner contrary to the terms of this Agreement, the Disclosing Party will have the right, in addition to such other remedies which may be available to it, to seek injunctive relief enjoining such acts or attempts, it being acknowledged that legal remedies may be inadequate.

Section 9. Independent Product Development Not Affected. The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products or services of the same type as may be included within any Confidential Information or to enter into any business transaction with any other company which owns or has rights to any such similar products or services, as long as such right is exercised without the use of any other party's Confidential Information in violation of this Agreement.

Section 10. No Implied License. Except as otherwise provided herein, nothing in this Agreement shall be deemed to constitute an implied license in favor of either party to any proprietary rights of the other party, including, without limitation, any patents, copyrights, trademarks or trade secret information. Each party agrees not to use any trade name, service mark, or trademark of the other party or refer to the other party in any promotional activity or material without first obtaining the prior written consent of such party.

Section 11. Notices. All notices, requests, consents, demands and other communications provided for by this Agreement will be in writing and shall be deemed sufficient if delivered in person or by express courier or facsimile with receipt confirmed to the party to be notified. Any notice to Holmes Murphy or The City will be delivered to the address specified under the respective signature lines below, or to such other address as the parties will advise the other in writing from time to time.

Section 12. Miscellaneous. This Agreement may not be changed, modified or amended except by a writing signed by each party to this Agreement, and this Agreement may not be discharged except by performance in accordance with its terms. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by either party hereto without the prior written consent of the other party. This Agreement sets forth the entire agreement and understanding between the parties

as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind and every nature between them. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 13. Authorization of Signatories. The individuals executing this Agreement on behalf of Holmes Murphy and The City do each hereby represent and warrant that they respectively have been and are on the Effective Date duly authorized to execute this Agreement on behalf of their respective principals.

Section 14. Limited Use of Confidential Information. The Receiving Party will use the Confidential Information solely for the following purpose:

- The NTX Coalition – FIRST Pricing initiative

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date specified below.

Effective Date: 5/1/2015

Holmes Murphy & Associates

“The City”

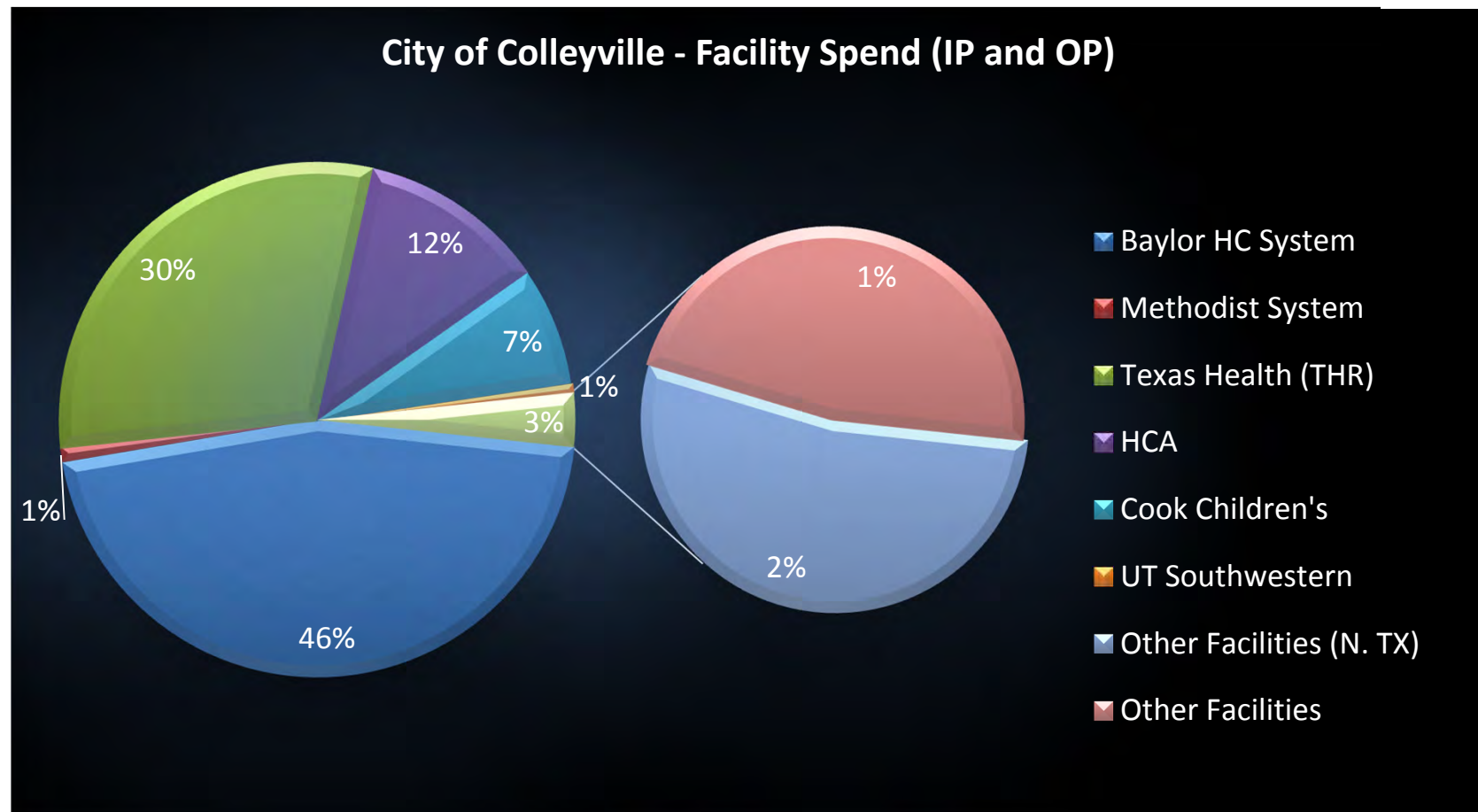
By: _____
Name: Jarrad Wills
Title: Vice President
Address for Notices:
12712 Park Central Drive, Suite 100
Dallas, Texas 75251

By: _____
Name: _____
Title: _____
Address for Notices: _____

NOTE: Section 14 must be completed.
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Attachment D

City of Colleyville – Facility Spend for Inpatient and Outpatient (FY '13-'14)

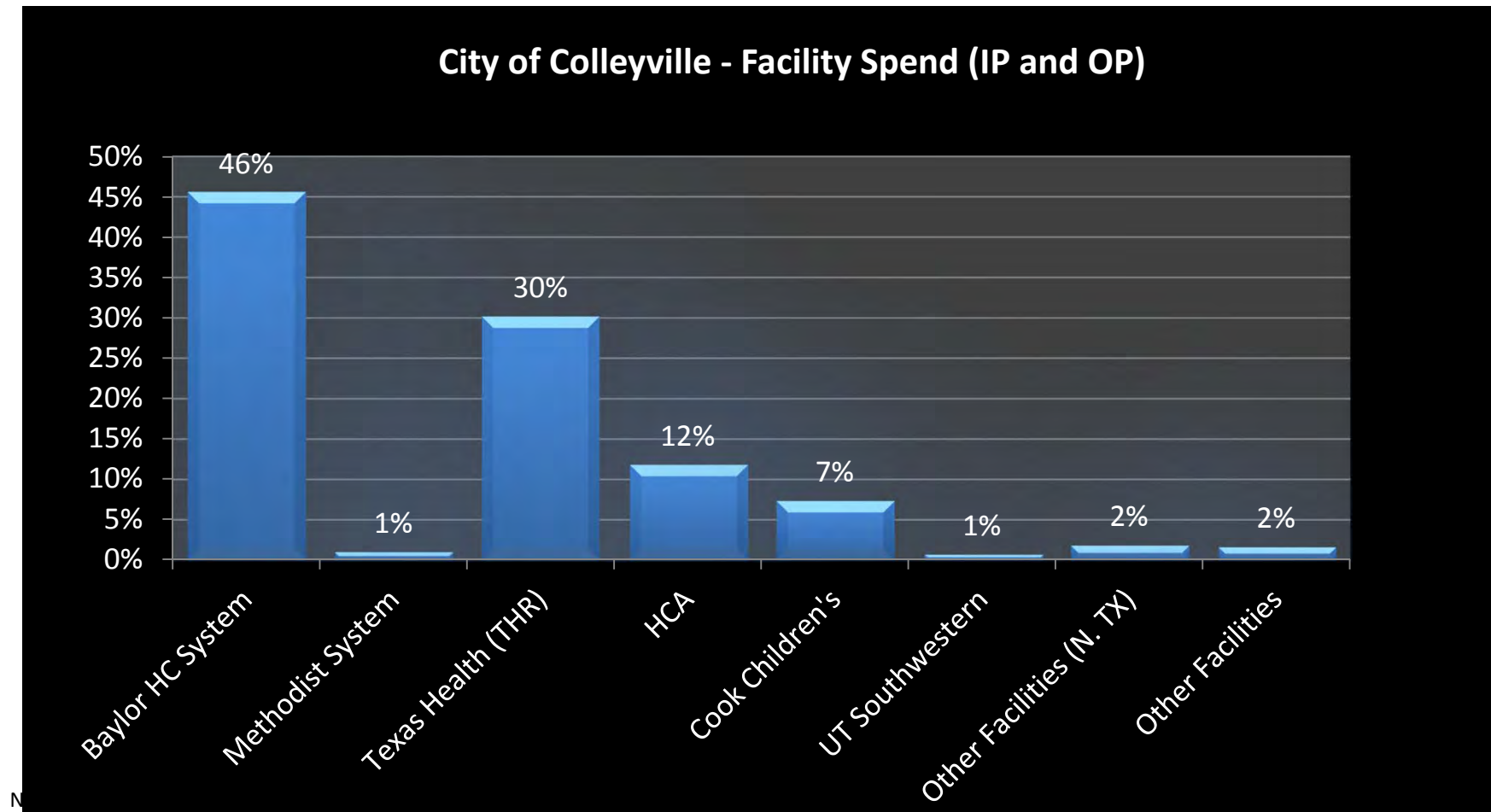


Notes

¹ Assumes a 12% first year reduction in medical facility spend in 2017 for contracted facilities and a normal trend of 7% for non-contracted facilities resulting in a net effective discount of 10.7% for FIRST Pricing in 2017 vs. Traditional Disc. Fee For Service resulting in a new effective trend for all facility contracts of 2.5%.

² Assumes the City will contract with carrier of choice for access to all non-facility, non-direct contracted services (other facilities, physician, imaging, durable medical equipment, therapy, etc.)

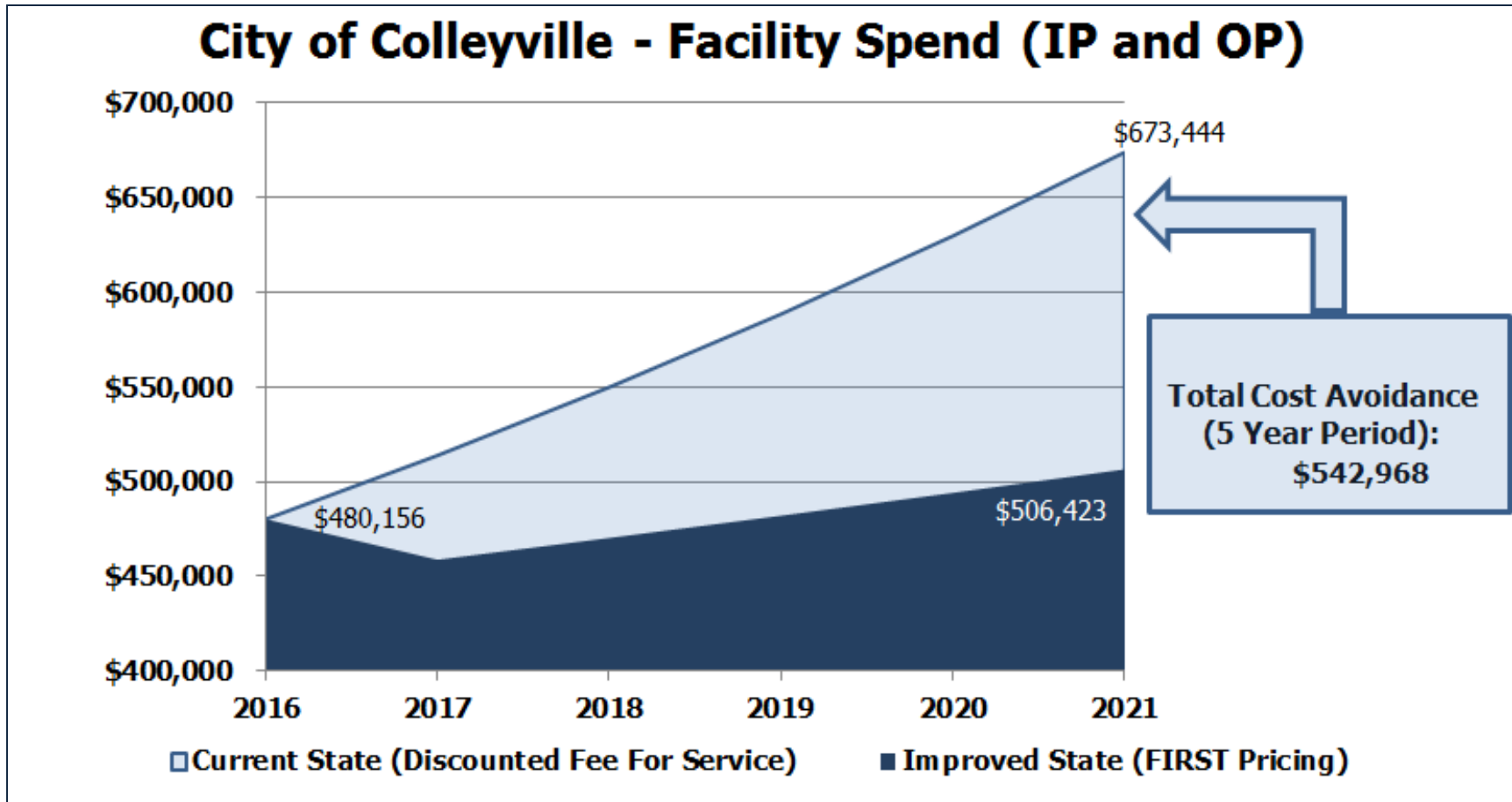
City of Colleyville – Facility Spend for Inpatient and Outpatient (FY '13-'14)



¹ Assumes a 12% first year reduction in medical facility spend in 2017 for contracted facilities and a normal trend of 7% for non-contracted facilities resulting in a net effective discount of 10.7% for FIRST Pricing in 2017 vs. Traditional Disc. Fee For Service resulting in a new effective trend for all facility contracts of 2.5%.

² Assumes the City will contract with carrier of choice for access to all non-facility, non-direct contracted services (other facilities, physician, imaging, durable medical equipment, therapy, etc.)

City of Colleyville – Total Cost Avoidance Over the Next 5 Years



Notes

¹ Assumes a 12% first year reduction in medical facility spend in 2017 for contracted facilities and a normal trend of 7% for non-contracted facilities resulting in a net effective discount of 10.7% for FIRST Pricing in 2017 vs. Traditional Disc. Fee For Service resulting in a new effective trend for all facility contracts of 2.5%.

² Assumes the City will contract with carrier of choice for access to all non-facility, non-direct contracted services (other facilities, physician, imaging, durable medical equipment, therapy, etc.)

FAQ's for NTX Coalition

Contents

What is the NTX Coalition	2
Why This Will Work / Potential Objections	5
Coalition Services (What's Included / What's Not Included)	7
Next Steps to Join the NTX Coalition	9



What is the NTX Coalition?

A group of local governments unified to address the unsustainable rise in Healthcare Costs for private insurers.

What is the focus and structure of the NTX Coalition?

Holmes Murphy has provided a framework for the makeup of the Coalition and provides direction, consultation and oversight of coalition activities.

- Geography - 5 North Texas Counties (Dallas, Tarrant, Denton, Collin, and Rockwall Counties)
 - o Health care is local
 - o Same footprint of major health systems
- The Executive Committee was established to work with Holmes Murphy on Coalition design, communication, education, initial efforts and implementation of this initiative in the North Texas area defined above. The Executive Committee is comprised of executives from the cities of Dallas, Fort Worth, Plano, and Grand Prairie.
- The first phase of the Coalition efforts is focused to include predominantly self-funded cities. We would still like to have fully-insured cities participate in coalition activities and do anticipate that there will be a solution for these cities in Phase II of the NTX Coalition. Other organizations may eventually emerge and/ or join as part of future phases.
- Size – roughly 50,000 population and above.
 - o Largest footprint, most traction with facilities
 - o Make up most significant revenue for hospitals
 - o High concentration of employees in this region

What is FIRST Pricing?

FIRST Pricing is the name of Holmes Murphy's approach to hospital inpatient and outpatient service pricing. The approach allows a hospital system to determine the price at which it is willing to sell its services. The price is expressed as a percentage of Medicare. The cities participating in the NTX Coalition are able to decide whether they are willing to pay the proposed price by the hospital with full knowledge of the pricing for all services compared to other hospitals. The acronym of FIRST Pricing is outlined below.

Fair Indexed Rational Simple Transparent

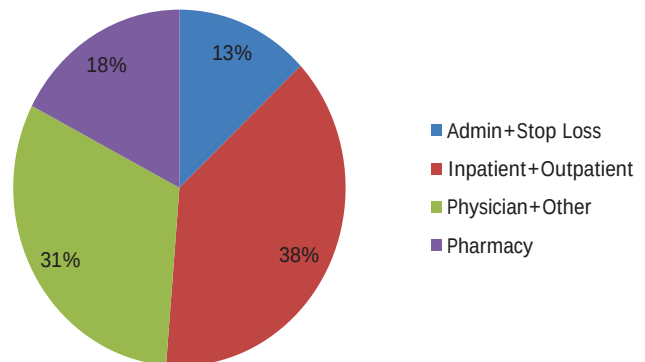
Why is the reimbursement strategy linked to Medicare?

Medicare is the single largest purchaser of healthcare services in the country and has done an outstanding job of managing inflation while discount-based inflation has produced an inflation rate 300% higher than Medicare. A direct link to Medicare allows Cities health plans to take advantage of Medicare's cost-saving initiatives without future contractual modification.

What is included in the NTX Coalition pricing initiative?

All hospital inpatient and outpatient services, including emergency care services, are included in the FIRST Pricing. This focus allows the NTX Coalition to solve the biggest cost problem first with simplicity and focus while maintaining flexibility and control on other health care initiatives.

This is a typical breakdown of how the spend is allocated amongst Administrative Fees/Stop Loss, Inpatient (IP) and Outpatient (OP) services, Physician services and Pharmacy. Our goal is to FIRST tackle the largest bucket of spend in your health plan. IP and OP services make up 38% of a city's overall costs.



What services are excluded from the NTX Coalition?

Professional services, durable medical equipment, and prescription drug services are excluded from the FIRST initiative. We anticipate discussions will include physician and other services and will cross that bridge during negotiations. We will look to the Executive Committee for directive on focus throughout the process.

If the initial focus is on IP and OP services, how do you envision gaining access to other physician and other services such as imaging, DME, etc.?

In its most simplistic view, you will have access to the same network of providers you value today but will pay less for IP & OP services by accessing FIRST Pricing. FIRST will have negotiated pricing for IP & OP services and your carrier of choice will administer those contracts with the negotiated pricing on your behalf. In some instances, your carrier may charge a fee to administer the FIRST contracts. The member experience will remain relatively unchanged.

How does this approach differ from market-available managed care networks?

All current managed care networks are built on a fundamental billed cost approach. The reimbursement mechanisms may vary, but the essence of a discount basis remains. All current methods have proven to be far inferior to Medicare at controlling the medical service price inflation.

How does this approach differ from other approaches such as the Cost Plus model?

The Cost Plus program reimburses health care facility charges at the Medicare plus 20% (or similar negotiated percentage). Studies of the financial impact are impressive. The underlying problem for many cities is that there is no contract between the payer and the provider of the services. In other words, the health care facilities have not agreed to provide their services at this reimbursement level prior to services being rendered. Members are placed squarely in the middle of the negotiations and are used as proverbial pawns in a chess match between the health plan and hospital. FIRST Pricing will require a pricing agreement in advance so that the buyer (City's health plan) and seller (Hospital system) of services will have a contract that specifies the price that is agreeable to protect the individual patient's service and clinical experience.

Why This Will Work / Potential Objections

Why is Holmes Murphy focusing on the DFW footprint?

Holmes Murphy's benefits consulting practice is headquartered in Dallas. We service over 400 public and private employers. We have a significant public entity presence in DFW representing 40+% of all employees and family members accessing healthcare services financed through a municipal employer.

Why hasn't anyone tried this before?

This is a new concept. Health care is one of the most complex and complicated line items for every city. Cities have not been equipped with enough information from which to draw a conclusion on what is a reasonable reimbursement for services being rendered. This lack of transparency has left cities and other employers writing blank checks for health care services. Other approaches to using Medicare as the basis for negotiation place the member in harm's way for balance billing, collection agencies, etc.

To use a car analogy – No one would purchase a car with a blank check and allow the dealer to fill in the amount. In the world of the Internet, we would not expect anyone to pay the Manufacturer's Suggested Retail Price (MSRP) for a car either. By securing FIRST Pricing, you will in essence have pre-negotiated the best available, transparent price for purchase of all cars in North Texas.

How many of the cities involved in the NTX Coalition are current Holmes Murphy clients?

About half of the cities interested currently have contracts with Holmes Murphy. The Executive Committee are all Holmes Murphy clients except for Fort Worth.

Why would hospitals agree to participate if it means losing their source of profit?

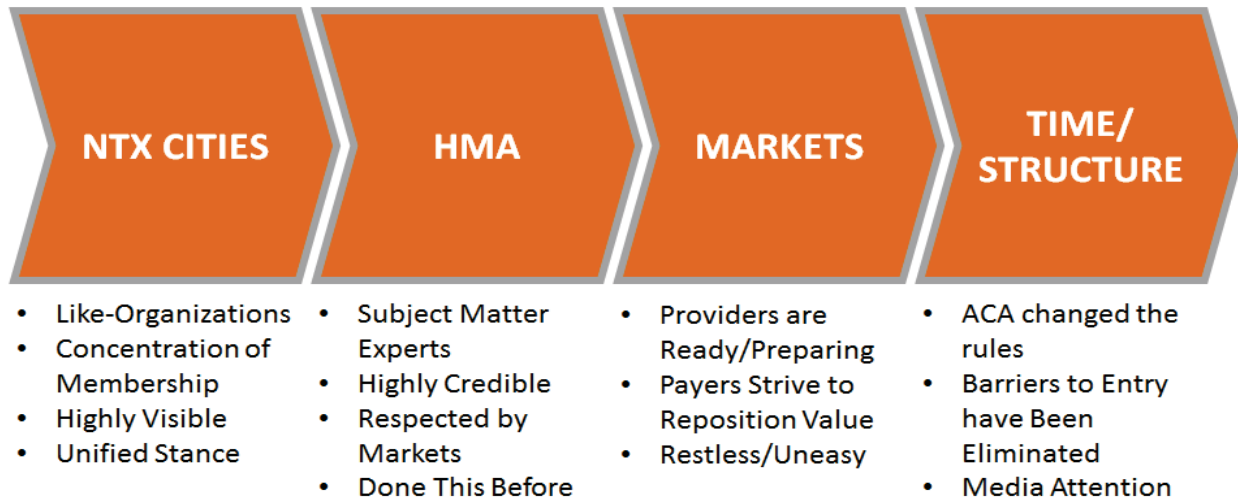
FIRST pricing will force hospitals to manage their inefficiencies and allocate funds responsibly. Health care providers understand that the current rate of price inflation is not sustainable and that in order to prevent a massive collapse something must be done.

Why Will This Work?

Reasons why a concept like this has failed in the past:

- Pre-Affordable Care Act (ACA)
- Focused on too many initiatives simultaneously
- Non-homogenous groups with varied interests/impact
- Non-Tax payer dollars at stake
- No common voice
- No common interest
- Lack of visibility

Reasons this will work now:

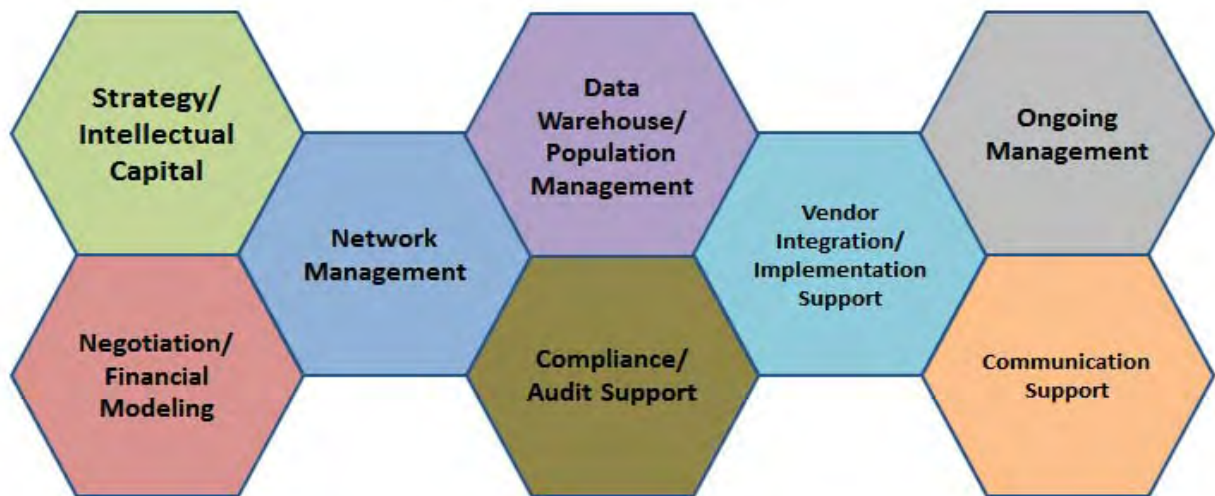


Why does Holmes Murphy believe that North Texas cities can accomplish what corporate employers have not been able to achieve?

Cities have a history of joining together to leverage combined purchasing power, the public relations expertise, and the negotiation advantage of taxpayer money to make a difference. Corporate employers tend to focus on individual initiatives and are often unwilling to do things that might help perceived competitors. Taxpayers do not want their money to be wasted through cloaked pricing schemes. Health care is a local business, and North Texas cities have almost all of their entire plan participants focused in a local area resulting in specific negotiating strength.

Coalition Services (What's Included / What's Not Included)

NTX Coalition services include:



Will the NTX Coalition be comingling Participating City's funds?

No – Each City will continue to manage its own health plan independently.

Will the NTX Coalition require a broker change?

No

Will the NTX Coalition require plan design changes?

No

Will the NTX Coalition require wellness/disease management/programs?

No

Will the NTX Coalition be creating an Exchange or Purchasing Insurance?

No

Will the NTX Coalition require me to move from my current carrier/TPA?

No. Holmes Murphy has had conversations in August 2015 with all of the major healthcare carriers informing them about the intentions of the NTX Coalition. We are confident that there will be carriers in the market that are willing to accommodate this direct contract set-up. It will be important that you have a conversation directly with your carrier to determine if they are willing to administer a direct contract.

How will we purchase these services given our various purchasing and procurement laws?

We will seek guidance from the Executive Committee on best avenues through which to formalize the access to FIRST pricing for its membership. Holmes Murphy does not intend to create its own risk pool, rather pursue the best path that achieves the Coalition objectives in conjunction with purchasing requirements. After much discussion and review, the intent is to have a city send out a formal RFP to the Providers in October 2015 asking them to respond with FIRST Pricing. Any cities interested in proceeding with the NTX Coalition will be able to include their name in this RFP and therefore would not have to send out their own formal RFP. In order to access the contract, each City would need to do an Interlocal agreement through their city council in order to access the contracts.

Next Steps to Join the NTX Coalition

When do you need me to communicate my decision of "I'm In" for the exploratory phase of the NTX Coalition?

By September 30th, all interested cities must communicate their engagement with the NTX Coalition by choosing the appropriate commitment level.

REQUIREMENTS	Founder	Associate	Information-Only
1. Use of Name in RFP	YES	NO	NO
2. Signed Non-disclosure Agreement	YES	YES	NO
3. Sign the Letter of Commitment and Support – identify level of engagement	YES	YES	NO
4. Pay \$5,000 for claim line level repricing of your City medical claims	YES	YES	NO

WHAT YOU GET	Founder	Associate	Information-Only
Influence and Transparency at the Provider-specific level	YES	NO	NO
Protected economic position for the life of the NTX Coalition	YES	NO	NO
Updates on RFP procurement and Provider negotiation process	YES	NO	NO
Access to Financial impact models in Spring 2016 based upon the Provider RFP results	YES	YES	NO
Monthly Meetings *Associates will only be able to attend the first portion of the meetings with high level updates.	YES	YES*	NO

What does it cost to participate in the NTX Coalition?

Each interested city will need to complete the Letter of Commitment indicating their engagement level. There will be a \$5,000 dollar fee for each Founder and Associate member of the NTX Coalition in order to get claim line level repricing completed. This fee will be put towards the analysis of city-specific claims information and translate that data to a "Medicare equivalency cost," which will form the basis for the negotiation of rates with Hospital systems. The actual costs to access FIRST Pricing will be transparent and determined by the Executive Committee based on actual costs.



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-4

Agenda Date 09/15/2015

Type Pre Council

Department Police

Title

Discussion of Police Agency Combined Testing

Strategy Map Connection

C2- Deliver high quality and unique customer service

C5- Achieve the highest standards of safety & security

B2- Proactively seek process improvements and sustainable solutions

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

Explanation

Over the last several months Police Department staff has conducted a review of the current sworn officer recruiting and hiring processes. This review has revealed the current partnership with the Police Agency Combined Testing (PACT) group is no longer viable for the Colleyville Police Department.

The Colleyville Police Department entered into a Memorandum of Understanding (MOU) with Euless, North Richland Hills, Hurst, Southlake, and Keller in 2010 to become a member of the PACT group. This relationship has served the department well over the last several years. However, multiple factors now make it a less desirable partnership moving forward. These factors include:

- Euless and Southlake have withdrawn from the group;
- Of the remaining four agencies, Colleyville is the smallest;
- Colleyville is limited by Hurst's civil service rules;
- Recent applicant pool has dwindled significantly (32 at last testing);
- Colleyville has not had a viable candidate from the last two tests; and
- PACT's physical fitness assessment is changing to fit one agency's preference

The current MOU, with the PACT agencies, allows for withdrawal from the group with 90 day notification. Staff recommends that withdrawal notification be given as of September 16, 2015.

Staff has drafted an updated Hiring and Selection Policy that will be implemented upon withdrawal from PACT. The updated policy includes the following:

- Continual internal hiring process (applicants will be accepted and processed

- continually as openings are available)
- Comprehensive Lateral Entry Program

Proposed Lateral Entry Program for Licensed Peace Officers:

- A lateral police officer (currently licensed peace officer with experience) is eligible for a starting salary based on factors including comparable size of previous department, years of service and specialized training and experience. This is at the discretion of the Chief of Police and will follow established City of Colleyville Personnel Policies.
- A lateral entry applicant must have at least two years continuous service as a paid, full time, certified peace officer with a comparable law enforcement agency, including out of state agencies, as approved by the Chief of Police.
- The lateral applicant must have been in a position where he/she had the authority to enforce laws, investigate crimes, make arrests, respond to calls for service, carry a firearm, and use discretion as part of assigned duties.
- A lateral entry applicant shall not have more than a three-year break in service from the time he/she left a comparable law enforcement agency and the time he/she made application with the Colleyville Police Department.
- Lateral police officers may be eligible for an abbreviated training program.

Staff has determined the current proposed departmental FY 2016 budget for hiring is sufficient to accommodate an internal process. It is anticipated the recruiting budget will need to be increased in FY 2017.

Recruiting and hiring suitable police officers has become a difficult task both nationally and locally as the applicant pool has decreased. Those who are considering a law enforcement career are in the enviable position of having multiple opportunities available. Large and medium size cities are offering high starting salaries and incentives to worthy applicants. If Colleyville is to be competitive in the current hiring context, we will have to be creative. Implementing these recommendations is a creative out-of-the-box step that will allow the department the ability to promote the

unique opportunities the City has to offer.

Attachments



City of Colleyville City Council Agenda Briefing

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

Agenda Number PC-5

Agenda Date 09/15/2015

Type Pre Council

Department City Secretary

Title

Discussion of the September 15, 2015, City Council regular agenda items



City of Colleyville City Council Agenda Briefing

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

Agenda Number 1

Agenda Date 09/15/2015

Type Executive Session

Department City Secretary

Title

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

Section 551.071 - Legal - Consultation with attorney 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 551.072 - 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-15-3905

A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF
SEPTEMBER 15, 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 15TH DAY OF SEPTEMBER 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

Agenda Number 3

Agenda Date 09/15/2015

Type Announcements, Proclamations, and Presentations

Department City Secretary

Title

In recognition of Colleyville's featured business - Petco, Manager Julie Raposo, 4801 Colleyville Boulevard - Mayor David Kelly and Economic Development Coordinator Carlie Dorshaw-Moe

In recognition of employee service

Presentation of certificate for the Texas Police Chief's Foundation Recognition Program - Former Chief Tom Shehan and Assistant City Manager/Director of Public Safety Mike Holder

Presentation of the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting - Mayor David Kelly and Finance Manager Karen Hines

Attachments

1. Recognition of employee service

**City of Colleyville Employee Recognition
Fiscal Year 2015 – Fourth Quarter
Years of Service – July to September**

1 YEAR

Katie Barker
Library

Keith Bruner
Police

Nicolas Garcia
Police

Letecia McClendon
Public Works

Rachel Rodriguez
Library

Michael Shea
Public Works

Douglas Sybert
Parks & Recreation

Roderick Watkins
Information Services

**City of Colleyville Employee Recognition
Fiscal Year 2015 – Fourth Quarter
Years of Service – July to September**

5 YEARS

Melvin Flintroy
Maintenance Operation Technician

10 YEARS

Mona Gandy
Communications & Marketing

Joyceinne Williams
Executive Assistant

20 YEARS

Chuck Tinsman
Police

30 YEARS

John Fossett
Police

RESOLUTION R-15-3906

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 15, 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 Special City Council meeting of August 25, 2015
 - b. Approval of the minutes of the regular City Council meeting of September 1, 2015
 - c. Approval of a janitorial services contract with Oriental Building Services, Inc., acting as a primary vendor through the City of Arlington Interlocal Agreement, in an amount not to exceed \$136,813.27, and authorize the city manager to execute the contract, subject to the approval of funding in the Fiscal Year 2016 (FY 2016) budget
 - d. Approval of Service Agreements between the City of Colleyville and Trane Service Group, through the Texas Cooperative Purchasing Network (TCPN), to provide for year five of a five year agreement for the inspection, maintenance, and repair of the Heating, Ventilating, and Air Conditioning (HVAC) systems in the Colleyville City Hall, Colleyville Public Library, and Colleyville Justice Center, in an amount not to exceed \$66,756.72, and authorize the city manager to execute the agreements, subject to approval of funding in the Fiscal Year 2016 (FY 2016) budget
 - e. Approval to purchase a Ditch Witch model FX50 trailer mounted vacuum extractor in the amount of \$82,443.14 from EKA, Inc., utilizing the Texas Buy Board Cooperative Purchasing Agreement #42413, and authorize the city manager to execute the purchase agreement, subject to adoption of the FY 2016 budget

- f. Approval to purchase six (6) Ford F150 pickups in the amount of \$125,244.00, one (1) Ford F250 crew cab pickup in the amount of \$25,043.00 and one (1) Ford F350 crew cab pickup in the amount of \$27,073.00 from Silsbee Ford, utilizing the Texas Procurement and Support Services Division (TPASS) or the Houston/Galveston Area Council Purchasing Program (HGAC) cooperative purchasing agreements, and authorize the city manager to execute the purchase agreements upon receipt and acceptance of the vehicles, subject to adoption of the Fiscal Year 2016 budget
- g. Approval of the disposal of surplus, damaged, worn and outdated library books, audiovisual items, DVDs and CDs, and non-book materials, learning games, and puzzles
- h. Approval of the use of the Voluntary Library Fund in Fiscal Year 2016 (FY 2016), for the purchase of library materials, collection processing supplies, and library programs, in an amount not to exceed \$145,000
- i. Approval to renew the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$142,483.16, and authorize the city manager to execute same, and any associated change orders, in an amount not to exceed \$25,000, subject to the approval of funding in the Fiscal Year 2016 (FY 2016) budget
- j. Approval of a contract renewal for the Horticultural Grounds Maintenance Contract to the Lawn Firm, in an amount not to exceed \$162,324 and authorize the city manager to execute the contract, and any associated change orders, in an amount not to exceed \$25,000, subject to the approval of funding in the Fiscal Year 2016 (FY 2016) budget
- k. Approval of first amendment to the Regional Municipal Court Judge Agreement
- l. Approval to use \$45,000 from the Parks Tomorrow Fund for the L.D. Lockett Park/Cotton Belt Trailhead Enhancement Project
- m. Approval of a contract with C. Green Scaping, LP, for the L.D. Lockett Park/Cotton Belt Trailhead Enhancement Project, in an amount not to exceed \$546,859.43, and authorize the city manager to authorize the contract

- n. Approval of the disposal of obsolete and non-serviceable equipment and sale of vehicles
- o. Approval to extend an ongoing annual agreement with Autobahn Motor Cars to sponsor the loan of a vehicle to the Colleyville Police Department for the expressed use of the Colleyville Heritage High School Resource Officer

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS
ON THIS THE 15TH DAY OF SEPTEMBER 2015.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor



City of Colleyville City Council Special Meeting Minutes - Draft

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

Tuesday, August 25, 2015

City Council Chambers

Mayor David Kelly called the Special Meeting of the Colleyville City Council to order on August 25, 2015, at 6:17 p.m.

ROLL CALL: Mayor David Kelly, Mayor Pro Tem Mike Taylor, and Councilmembers Chuck Mogged, Chris Putnam, Jody Short, and Nancy Coplen

Absent: Councilmember Carol Wollin

City Manager Jennifer Fadden, Deputy City Manager Chris Fuller, Assistant City Manager/Director of Public Safety Mike Holder, Assistant Police Chief Robert Hinton, Human Resources Director Rachel Huitt, Economic Development Director Marty Wieder, Recreation and Library Director Mary Rodne, Parks Manager James Hubbard, Colleyville Center Manager Leslie Hill, Community Development Director Abra Nusser, City Engineer Jeremy Hutt, Finance Manager Karen Hines, Strategic Services Manager Adrienne Lothery, Information Systems Manager Chris Pena, and City Secretary Amy Shelley

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

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

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

Mayor Kelly explained the Executive Session had been called in accordance with the Texas Government Code, Chapter 551, Subchapter D, Section 551.072, Real Estate and Section 551.074, Personnel. He further explained there would be no decisions made or action taken during this time. The meeting was recessed at 5:30 p.m. and reconvened at 6:17 p.m.

3. PUBLIC HEARING

3a Discussion of the proposed FY 2016 tax rate of \$.3559 per hundred dollars of valuation

Mayor Kelly stated this item is a public hearing; however, there will be no decisions made by the City Council at this public hearing. He encouraged anyone who would like to speak to sign a speaker card and to attend the public hearing

and a second public hearing, which will be conducted during the regular City Council meeting on September 1, 2015 at 7:30 p.m. The City Council will vote on the proposed tax rate at the regular City Council meeting on September 15, 2015, 7:30 p.m. at City Hall, 100 Main Street, Colleyville, Texas 76034.

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

Mayor Kelly asked staff if state legislation has designated how the effective tax rate must be calculated, and the process for passing a tax rate. He stated all of the cities in the state of Texas are going through this same exercise. Manager Lothery concurred.

Mayor Kelly opened the public hearing at 6:19 p.m.

There was no one present wishing to speak, and Mayor Kelly closed the public hearing at 6:19 p.m.

4. ADJOURNMENT

There being no further business before the City Council, Mayor Kelly adjourned the City Council meeting at 6:19 p.m.

APPROVED BY A VOTE OF __ AYES, __ NAYS, AND __ ABSTENTIONS ON THIS THE 15TH DAY OF SEPTEMBER 2015.

Minutes taken and prepared by:

*Amy Shelley, TRMC
City Secretary*



City of Colleyville City Council Minutes - Draft

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

Tuesday, September 1, 2015

City Council Chambers

Mayor David Kelly called the Pre Council meeting of the Colleyville City Council to order on September 1, 2015, at 5:30 p.m.

ROLL CALL: Mayor David Kelly, Mayor Pro Tem Mike Taylor, and Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, Jody Short, and Nancy Coplen

City Manager Jennifer Fadden, Deputy City Manager Chris Fuller, Assistant City Manager/Director of Public Safety Mike Holder, Assistant Police Chief Robert Hinton, Fire Marshal Rob McKeown, Human Resources Director Rachel Huitt, Economic Development Director Marty Wieder, Recreation and Library Director Mary Rodne, Community Development Director Abra Nusser, City Engineer Jeremy Hutt, Finance Manager Karen Hines, Communications and Marketing Director Mona Gandy, Strategic Services Manager Adrienne Lothery, Information Systems Manager Chris Pena, City Attorney Matthew Boyle, and City Secretary Amy Shelley

PC-1 Discussion of fee increases from the Dallas Area Rapid Transit (DART) Authority for the use of DART rights-of-way (ROW) for utility lines

City Engineer Jeremy Hutt presented this item and briefed the City Council. Michael Miles, Mack Turner, and Fred Pratt with DART were also present.

Mayor Kelly asked staff if there is a methodology for calculating the fees. Engineer Hutt replied yes, and Mr. Turner explained the fee rate structure is based on the size of the casing pipe, and staff has been presented with the rate structure. Mayor Kelly stated he would like not only to review the rate structure, but also the methodology by which the rate structure is based upon.

Mayor Pro Tem Taylor asked staff what these agreements cover. Engineer Hutt replied there are multiple agreements with DART which cover items such as water line crossings, and drainage improvements. He added these agreements are required by DART for the use of the right-of-way.

Mayor Kelly asked staff if those items are in the ground. Engineer Hutt replied yes.

Mayor Pro Tem Taylor asked staff if these are fees to use the right-of-way. Engineer Hutt replied yes.

Mayor Kelly asked DART to explain the justification for these fees, especially since these items have been underground for years; how are these a maintenance impact to DART? Mr. Miles explained that the railroad right-of-way was procured

by DART in 1995, and with the procurement, right-of-way lease agreements were then brought forward. He further explained the types of items in the DART right-of-way throughout Colleyville.

Councilmember Mogged asked Mr. Miles if this is based on a revenue enhancement not an actual cost to DART. Mr. Miles replied yes.

Councilmember Mogged asked Mr. Miles if other members of DART have to pay these fees. Mr. Miles replied no they do not, the cities being assessed these fees are outside of the DART service area.

Mayor Kelly stated the industry standards are based on higher cost, large metropolitan areas. He then asked Mr. Miles if there is a discount applied to this area. Mr. Miles replied no, the industry standards were applied to have a uniform approach and be fair and equitable across the board.

Mayor Kelly asked Mr. Turner if the DART board actually adopted those price standards. Mr. Turner replied yes. Mayor Kelly stated he would like to review the minutes in which the board adopted the rates.

Mayor Pro Tem Taylor asked Mr. Miles if the annual inflator is subject to change. Mr. Turner replied the CPI is being brought up to industry standards along the Cotton Belt.

Councilmember Short asked staff if design costs for the placement of infrastructure will be more, given this cost increase. Engineer Hutt replied there are no additional crossings included in the current master plan. He stated what is currently in place is sufficient.

Councilmember Short asked staff if we had known about these fees then, would decisions about crossings have been made differently. Engineer Hutt replied yes.

Mayor Kelly asked Mr. Turner if the industry standard is different than the standard used in Boston, Portland, and Sacramento. Mr. Turner replied it was based on those cities, including Los Angeles, because they are the only ones who had logical means to establish the rates.

Mayor Kelly asked Mr. Turner if the industry standards are considered nationally. Mr. Turner replied they all use the same criteria.

Councilmember Putnam stated these are industry standards based on their own criteria.

Mayor Pro Tem Taylor asked DART why it has taken 20 years to get to this point when it seems it was not important until now. He stated he believed the user fees

should cover this, why tax the ground now? Mr. Miles replied it is a property rights issue, and DART owns the property.

Mayor Pro Tem Taylor asked Mr. Miles about the process to assess these areas, would they be based on the size of the casings. Mr. Miles replied yes.

Mayor Kelly stated there does not appear to be any cost recovery need, and this is tough on the taxpayers, and there is a need to know why this is happening. Mr. Miles stated the line was not as active in the 90's, and now it is highly active. He stated as development occurred DART began assessing cost recovery. Mayor Kelly concurred, and stated the recovery costs would be in moving forward, not for something which currently exists.

Councilmember Putnam stated he believes this is need for DART to recover revenue. Mayor Kelly agreed, especially since the study states it is a revenue enhancement. Mr. Miles stated it is a property rights issue, and the board has advised them to move forward with this, in a uniform manner to all municipalities.

Councilmember Short asked Mr. Miles what the number of other cities who are not currently a member of DART, who are having this same discussion. Mr. Turner replied 12.

Councilmember Putnam asked Mr. Miles if The T member municipalities are paying into this as well. Mr. Miles replied he believes North Richland Hills is paying.

Mayor Pro Tem Taylor asked Mr. Miles if The T leases from DART. Mr. Miles replied yes.

Mayor Kelly stated he would like the minutes in which the board adopted the rates, and the calculations and formulas used.

Mayor Kelly asked staff if this will be effective next year. Engineer Hutt replied yes, October 1, and it is included in the FY 2016 budget.

PC-2 Discussion of the schedule for the review and adoption of Colleyville's comprehensive plan, *Destination Colleyville*

Community Development Director Abra Nusser presented this item and briefed the City Council.

Councilmembers agreed October 26, 27, or 28 would be good dates for a joint worksession with the Planning and Zoning Commission (P&Z) and Comprehensive Planning Advisory Committee (CPAC).

Mayor Kelly asked staff if the P&Z should meet for a special meeting to consider the plan so that City Council can adopt it at the first meeting in November. City

Manager Jennifer Fadden suggested it be brought forward at the second meeting in November for the first reading, to allow for the changes to be incorporated into the plan before adoption in December.

Mayor Pro Tem Taylor suggested the meeting dates be established quickly, prior to the holiday season.

Councilmember Wollin stated she would like an opportunity for feedback at the public open house. Director Nusser replied she is a big proponent for feedback, and she stated she will work on a format to provide for such.

Councilmember Mogged suggested electronic feedback. Director Nusser agreed, and added there may be a presentation provided to explain those options. She stated she would get with the consultant to see if there are specific areas in which the polling may be necessary.

Councilmember Wollin asked staff if there would be a deadline to submit those comments. Director Nusser replied yes.

City Manager Jennifer Fadden stated staff will work with P&Z and CPAC to schedule the worksession.

Councilmember Short asked staff if the review and proposed changes to the draft plan was expected of staff, and if that was considered a new role. Director Nusser replied yes, and staff has adapted to taking on this new role. She stated staff will do whatever is necessary to adopt the plan by the end of the year.

Mayor Pro Tem Taylor asked staff about the timing of these events. Director Nusser replied the joint worksession with P&Z and CPAC may begin at 6:30 p.m., and the open house will run from 6:30 p.m. – 8:30 p.m.

Councilmembers agreed on the 6:30 p.m. time.

PC-3 Discussion of density and open space calculations in the Master Plan and Land Development Code

Community Development Director Abra Nusser presented this item and briefed the City Council.

Councilmember Mogged asked staff if utility easements are included in the definition of density in Chapter 2. Director Nusser replied no.

Mayor Kelly asked staff if everyone was calculated the same way. Director Nusser replied she does not know that for sure.

Mayor Kelly asked staff if everything follows the same proposed standards with the new chart. Director Nusser replied yes.

Councilmember Short asked staff if any of the neighboring cities calculate this the same. Director Nusser replied yes, some do; however, industry standards are for net and gross.

Councilmember Putnam asked staff about the maximum residential density. Director Nusser replied this is currently in the Land Development Code with the Planned Unit Development regulations and it has historically been done by taking the residential lot count divided by the area. She stated this becomes an inflated number because the open space area should be used too, it is net. She stated it is still a calculation that is relevant to consideration of the project, but it was not net density.

Councilmember Coplen asked staff if this definition will remain in the code. Director Nusser replied she would like to do a code amendment, but in the absence of the code amendment, setting the policy direction this evening, will allow staff to fall back on the policy.

Mayor Kelly agreed and suggested staff clean up the sections to make them clear. Director Nusser stated these definitions are currently in the code; however, these are the two being used on the chart: gross density and net density.

Mayor Pro Tem Taylor stated there will need to be an orientation for developers and builders, and a mechanism to note their acknowledgement of such. Director Nusser replied there will be a worksheet given to the developer so all numbers can be verified for accuracy.

Councilmember Putnam asked staff if everything which has been approved, is not in compliance of the Land Development Code. Director Nusser no, the 1.8 dwelling units per acre was established in the Master Plan as a policy that we should strive to achieve.

Councilmember Putnam asked staff if it is okay to make variances or exceptions to our own policy. Director Nusser replied yes, because it is not a regulation. She stated the Master Plan is a guiding document being used to evaluate rezoning requests.

Councilmember Short stated he did not remember the 1.8 dwelling units per acre being the overall goal.

Councilmember Putnam asked staff if we should be evaluating the section of the Land Development Code that is appropriate for us now, or continue to approve the variances. Mayor Kelly answered, and stated the Master Plan has an overall goal,

and with it, there will be unique pieces that may be less dense or denser. He suggested refining the language from "shall not" to "should not."

Councilmember Short asked if now is a good time to look at these discrepancies, given the upcoming adoption of the comprehensive plan. Director Nusser replied yes.

Councilmember Mogged asked staff what would happen if the open space area was 10,000 square feet and the pond is 5,000 square feet. Director Nusser replied it would not comply with the requirements, and it would be noted in the notes brought forward to the Planning and Zoning Commission and City Council.

Councilmember Short asked staff how they would make it comply. Director Nusser replied they would have to shrink down the area, or provide more open space, to make it comply.

Councilmember Putnam asked what the logic is. Director Nusser replied there is a current case which resembles something like this. She stated the applicant was making an argument for us to re-evaluate staff's interpretation and staff agreed.

Mayor Pro Tem Taylor stated City Council has always encouraged water features. Mayor Kelly stated some detention areas are not water based.

Councilmember Short asked staff if a floodplain can count toward the open space requirement. Director Nusser replied yes.

Mayor Kelly asked staff if the open space calculations changed majorly with the former and proposed calculations. Director Nusser replied it could majorly change the project. She added there are some percentages that were adjusted with the accurate data.

Mayor Kelly asked staff if the chart is representative of the revised interpretation. Director Nusser replied not necessarily. She then explained the sources used to verify the data.

PC-4 Presentation of the annual activity report of the Colleyville Economic Development Corporation

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

Councilmember Short asked for paragraphs in the report, rather than one long paragraph. Manager Lothery replied staff may revise the report to comply with the requirements of the report.

Mayor Pro Tem Taylor stated supporting charts would be helpful.

PC-5 Discussion of the September 1, 2015, City Council regular agenda items

Mayor Kelly stated he would be moving to agenda item 7a, immediately after agenda item 5a because of all of the budget items in between. He stated this will allow residents to leave when their item is completed.

Mayor Kelly adjourned the Pre Council meeting at 6:39 p.m.

The regular meeting of the Colleyville City Council was called to order by Mayor Kelly at 7:30 p.m.

ROLL CALL: Mayor David Kelly, Mayor Pro Tem Mike Taylor, and Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, Jody Short, and Nancy Coplen

City Manager Jennifer Fadden, Deputy City Manager Chris Fuller, Assistant City Manager/Director of Public Safety Mike Holder, Assistant Police Chief Robert Hinton, Fire Marshal Rob McKeown, Economic Development Director Marty Wieder, Library and Recreation Director Mary Rodne, Community Development Director Abra Nusser, City Engineer Jeremy Hutt, Finance Manager Karen Hines, Communications and Marketing Director Mona Gandy, Strategic Services Manager Adrienne Lothery, Information Systems Manager Chris Pena, City Attorney Matthew Boyle, and City Secretary Amy Shelley

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

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

Section 551.071 – Legal – Consultation with attorney 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 551.072 - Real Estate – Deliberate the purchase, exchange, lease, or value of real property for City facilities

Section 551.074 - Personnel - Deliberate the appointment, employment, evaluation, and duties of the Municipal Court Judge

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, Section 551.074, Personnel, and Section 551.087, Economic Development. He further explained there would be no decisions made or action taken during this time. The meeting was recessed at 6:39 p.m. and reconvened at 6:40 p.m.

INVOCATION: Pastor Jeff Strickland, Colleyville Assembly of God

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-15-3901

Mayor Kelly read Resolution R-15-3901 in its entirety.

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

Mayor Kelly opened the public hearing at 7:35 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 7:35 p.m.

Mayor Pro Tem Taylor made a motion to approve Resolution R-15-3901. Councilmember Wollin seconded the motion.

Councilmember Wollin stated this property will be a good investment for the City, as it has already been greatly used during City events.

The motion to approve carried by the following vote:

Aye: 7 - Mayor Kelly, Mayor Pro Tem Taylor, Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, Jody Short, and Nancy Coplen

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS
 - Announcements of civic and charitable events
 - Presentation of calendar events and updates
 - Announcements of awards and recognition

There was no discussion regarding this item.

4. CONSENT: READING AND PUBLIC HEARING- Resolution R-15-3902

- 4a Approval of the minutes of the Special City Council meeting of August 11, 2015
- 4b Approval of the minutes of the City Council worksession August 11, 2015
- 4c Approval of the minutes of the regular City Council meeting of August 18, 2015
- 4d Adopting the Economic Development Capital Improvement Program (EDCIP) for the Fiscal Years 2016-2020 (FY 2016-2020) of the Colleyville Economic Development Corporation
- 4e Approval of the annual review of the City of Colleyville Investment Policy
- 4f Approval of authorized broker / dealers for investment purchases
- 4g Approval of an amendment to Resolution R-13-3596, Economic Development Grant Agreement with AC Village Park Partners

Mayor Kelly read Resolution R-15-3902 in its entirety.

Strategic Services Manager Adrienne Lothery presented item 4d and briefed City Council.

Mayor Kelly asked staff about the certain uses for the CEDC funds, as outlined in item 4d. Manager Lothery replied these funds may be used for economic development promotional purposes, Library, Colleyville Center, and Parks related items.

Mayor Kelly asked staff if these parameters were set forth with the adoption of the Colleyville Economic Development Corporation. Manager Lothery replied yes.

Mayor Kelly opened the public hearing at 7:40 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 7:40 p.m.

Mayor Pro Tem Taylor made a motion to approve Resolution R-15-3902. Councilmember Putnam seconded the motion.

The motion to approve carried by the following vote:

Aye: 7 - Mayor Kelly, Mayor Pro Tem Taylor, Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, Jody Short, and Nancy Coplen

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

5a Ordinance O-15-1962

Consideration of a zoning change from the AG-Agricultural zoning district to the R-20-Single Family Residential zoning district on Abstract 294, of the R. Chowning Survey, located at 6200 and 6210 Pool Road, Case ZC15-014

Mayor Kelly read the caption of Ordinance O-15-1962.

There were no updated presentations given.

Mayor Kelly opened the public hearing at 7:41 p.m.

Trevor Truss, 8241 Mid-Cities Boulevard, #160, North Richland Hills, representing John Hodgkiss, the applicant, presented this item and briefed City Council.

There were no others present wishing to speak and Mayor Kelly closed the public hearing at 7:46 p.m.

Mayor Kelly asked Mr. Truss if the properties will be incorporated into the Highland Meadows HOA. Mr. Truss replied yes, that is the plan, and to match the architectural features of the Highland Meadows homes.

Jennifer Brecht, 2508 Highland Meadows, stated she does support the rezoning; however, stated having concerns about if the triangle property, which she owns, is not purchased, how the lots will be configured; the retaining wall, drainage, and tree preservation. Director Nusser spoke to Ms. Brecht's concerns and stated the lot configuration would be decreased to two lots, if the triangle piece is not incorporated. She stated the drainage would be addressed and the tree preservation requirements would need to be met before demolition occurs.

Mayor Kelly asked staff if the trees could be removed for the foundation and the driveway areas. Director Nusser replied the removal of trees within the driveway area would require City Council approval.

Mayor Pro Tem Taylor stated he does not like to approve items with them being incomplete, such as the triangle piece to the west. Mr. Truss added if the parcel is not able to be purchased, the lot layout would be reconfigured. Director Nusser

replied the triangular piece of property would have to be incorporated in the platting process.

Councilmember Mogged stated the triangular piece is covered by the Highland Meadows HOA, and this would have to be considered during the purchase of it. He stated it too is one of those unfinished portions. Mr. Truss added Mr. Hodgkiss is going to approach the HOA.

Mayor Kelly asked Mayor Pro Tem Taylor if the concern is the proposed zoning. Mayor Pro Tem Taylor stated the project feels incomplete. Mayor Kelly stated City Council's role is to decide if the zoning is a suitable zoning for this property. Mayor Pro Tem Taylor stated it is suitable zoning.

Mayor Kelly asked staff if drainage and tree protection are reviewed for developments. Director Nusser replied yes.

Mayor Kelly made a motion to approve Ordinance O-15-1962. Mayor Pro Tem Taylor seconded the motion.

The motion to approve carried by the following vote:

Aye: 7 - Mayor Kelly, Mayor Pro Tem Taylor, Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, Jody Short, and Nancy Coplen

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

6a Ordinance O-15-1963

Consideration of a zoning change from the R-40-Single Family Residential District to the PUDR-Planned Unit Development Residential District, Lot 4, Block 1, of the Lavaca Trail Addition, located at 1013 Lavaca Trail, Case ZC15-012

Mayor Kelly read the caption of Ordinance O-15-1963.

Community Development Director Abra Nusser presented this item and briefed City Council.

Mayor Kelly opened the public hearing at 8:16 p.m.

John Fegan and Konstantine Bakintas, presented this item and briefed the City Council.

Lynnette Stanley, 1101 Lavaca Trail, spoke in opposition to this request with concerns for density and drainage.

Joel Stanley, 1609 Douglas Avenue, spoke in opposition to this request with concerns for density and drainage.

Elizabeth Warrick, 6104 Emmas Court, spoke in opposition to this request with concerns for density, flooding, and lack of privacy.

The following person did not wish to speak, but did wish to register his opposition: Dave Warrick, 6104 Emmas Court, Colleyville.

There were no others present wishing to speak and Mayor Kelly closed the public hearing at 8:28 p.m.

Councilmember Coplen asked Mr. Bakintas about the drainage at the back of the proposed development. Mr. Bakintas replied a portion of the subject property is in the floodplain/fringe. He stated a detailed flood study was done, and it was concluded we could claim a portion of the flood fringe, so that the future residents would be out of the floodplain. He stated the calculations proved the drainage would remain unchanged and the development would be safe to be constructed without affecting the adjacent property. He further explained how the water would drain in the future.

Mayor Kelly asked staff about the developer's obligation to stormwater drainage. City Engineer Jeremy Hutt replied pre-developed and post-developed water flows are reviewed when a new development is received. He stated there have been several reviews with this development to conclude if there are any adverse effects, upstream or downstream, to the surrounding area relative to stormwater drainage.

Mayor Kelly asked staff if it is the developer's obligation to maintain or decrease the flow. Engineer Hutt replied yes, he has to accept the water being flowed to him, and he is not allowed to convey water where it was not previously conveyed.

Councilmember Putnam asked Mr. Stanley what he believes is an appropriate use of the property. Mr. Stanley replied he does believe there are opportunities, and he brought Mark Assaad, consultant, 5000 Thompson Terrace, forward to better explain his thoughts. Mr. Assaad stated they believed the subject property, and Mr. Stanley's property could be master planned together for a future development.

Mayor Kelly asked Mr. Stanley if they want to ask the developer to put in the proposed street next to his property line for future development. Mr. Stanley replied his mother is not interested in selling right now; however, it would be an option. He believes without that option, it would diminish the opportunity to redevelop his mother's property.

Mayor Kelly asked Mr. Stanley if his property is the same size as the subject property. Mr. Stanley replied yes.

Mayor Kelly asked Mr. Fegan about the proposed density, and stated it would be the highest density development. Mr. Fegan replied the economics do not work with 12 or 13 lots, we have to have more lots.

Mayor Pro Tem Taylor asked Mr. Bakintas about the drainage. Mr. Bakintas explained the drainage was considered with an open channel rather than a boxed culvert.

Councilmember Short asked staff about the location of the proposed roadway relative to the future redevelopment of Mr. Stanley's property. Engineer Hutt stated the intersections would be regulated as they connect to Lavaca Trail, and the spacing between the two roadways would resemble something like a median, but the spacing would depend on the location of the second street. Director Nusser stated it would be at least 25 feet. She added the applicant is proposing a 50 foot access easement to the south, adjacent to the Stanley property.

Councilmember Coplen asked staff about the percentage of open space. Director Nusser replied it is 19.2 percent.

Councilmember Putnam stated we should be asking the developer to come up with a plan that makes more sense and is less impactful to the surrounding community. He stated everyone has property rights; however this property is zoned AG-Agricultural, and the developer is requesting a zoning change with extraordinarily high density that is going to impact the current rural properties. Mayor Kelly agreed, and stated that is why he brought up the density and the differences between the two properties.

Councilmember Mogged asked staff if this property is currently zoned AG. Director Nusser replied the subject property is currently zoned R40.

Councilmember Mogged stated R40 would require 40,000 square foot lots. Mayor Kelly stated all lots would require street frontage.

Councilmember Mogged stated this property could be zoned commercial or office, according to the Future Land Use Plan. Director Nusser concurred.

Mayor Kelly asked staff about emergency access, and if homes would need to be fire sprinkled. Fire Marshal Rob McKeown replied all homes would have to be fire sprinkled regardless of square footage.

Mayor Kelly asked staff about the entry. Director Nusser replied the circular feature is a mountable curb and stamped concrete.

Councilmember Coplen stated she likes the transition, but if you move the road closer to the property line, and move the lot on the end to open space, would that

affect the net profit. Mr. Fegan replied yes, and it was discussed at the Planning and Zoning Commission. Councilmember Coplen stated residents like having a park within their development.

Mayor Kelly asked Mr. Bakintas about putting the extra street width toward the open space, rather than concrete. Mr. Bakintas replied the code suggests putting in a wider roadway with a long cul-de-sac street type.

Mayor Kelly asked staff if a 31 foot roadway is an acceptable standard. Marshal McKeown stated the code requires a 36 foot wide street.

Councilmember Short stated the 15 foot setback is a concern for him. Mr. Bakintas stated there is a 20 foot setback proposed, except for four of the lots, due to the odd geometry of the lots.

This was a first reading; therefore, City Council did not take any action.

Mayor Kelly recessed the meeting at 9:18 p.m.

Mayor Kelly reconvened the meeting at 9:28 p.m.

6b Ordinance O-15-1964

Consideration of a zoning change from the AG-Agricultural zoning district to the PUDR-Planned Unit Development Residential zoning district on 2.60 acres of Abstract 1034 of the G.W. Minter Survey, located at 5017, 5113, and 5201 Roberts Road, Case ZC15-011

Mayor Kelly read the caption of Ordinance O-15-1964.

Community Development Director Abra Nusser presented this item and briefed City Council.

Mayor Kelly opened the public hearing at 9:33 p.m.

Steve Isbell, applicant, presented this item and briefed City Council.

Gary Lecocg, 5113 Roberts Road, spoke in support of the zoning request.

There were no other present wishing to speak and Mayor Kelly closed the public hearing at 9:46 p.m.

Mayor Pro Tem Taylor asked Mr. Lecocg about the private/public road issue. Mr. Lecocg replied Roberts Road has 25 feet of public access and 25 feet of private access.

Mayor Pro Tem Taylor asked Mr. Lecocg about his slide which reads, "We are being forced to give the city over \$500,000 of property for free to expand the road from 16' to 75'." Mr. Lecocg replied yes, we are required to give the right-of-way, not optional. He stated for all three properties it is \$500,000.

Mayor Pro Tem Taylor asked Mr. Lecocg about his slide which reads, "Accept our offer of \$500,000 of our property for the road (end the battle over the road)." Mr. Lecocg replied accept this development and you would be accepting our offer of the property for the road.

Mayor Pro Tem Taylor stated the right-of-way is being dedicated under the provisions of the Land Development Code. Mr. Lecocg replied yes, we are giving you the road.

Mayor Kelly asked Mr. Lecocg about the width of the roadway. Mr. Lecocg replied the width would be 37.5 feet.

Mayor Kelly stated he believed the applicant is proposing to dedicate less than 37.5 feet. Mr. Lecocg replied there are two easements.

Councilmember Mogged asked staff about the proposed new right-of-way. Engineer Hutt replied the current Master Thoroughfare Plan allows for a 75 foot right-of-way with a 42 foot pavement width. He stated a reduction in the right-of-way width would accommodate the reduced pavement width.

Councilmember Mogged asked staff if any other new subdivision would be accommodated with this pavement width with a reduced right-of-way. Engineer Hutt replied yes, a standard parkway with pedestrian elements.

Mayor Kelly asked staff about the pavement width for Fox Meadows. Engineer Hutt replied around 30 feet, with Grapevine to the north being the same.

Councilmember Putnam asked staff if there are any plans to rehab Roberts Road. Mayor Kelly answered no, not currently.

Mayor Pro Tem Taylor asked staff what would be the width of Robert's Road if it were to be reconstructed. Engineer Hutt replied the applicant is proposing a 50 foot pavement width.

Mayor Pro Tem Taylor asked staff if that width would include the church's property. Engineer Hutt replied it is what would be dedicated for the frontage of this proposed development.

Councilmember Short asked staff if the dedication would be to the road centerline. Engineer Hutt replied correct.

Mayor Pro Tem Taylor asked staff if theoretically we would have more than 20 feet. Engineer Hutt replied yes.

Mayor Pro Tem Taylor asked Mr. Isbell if there would be any landscaping between the slip lane and the curb in the road. Engineer Hutt replied yes, he believed so. Mr. Isbell replied yes, but there would be no shrubs or ground cover so access is maintained.

Councilmember Mogged asked Mr. Isbell if the slip road would be similar to the Martin Parkway slip road with no physical site barrier. Mr. Isbell replied not knowing about a physical site barrier, but there will not be anything emergency access has to climb over.

Mayor Pro Tem Taylor asked Mr. Isbell if there is any opposition. Mr. Isbell replied no, none that he knows about.

Mayor Kelly asked staff if emergency vehicles will use the slip road and if it will be adequate for access. Fire Marshal Rob McKeown replied staff reviewed the slip road and stated they are not reliable for emergency access. He stated there is usually a physical barrier between the main road and the slip road. He stated staff has asked the developer that there be no physical barrier between the two roads, such as trees or tall shrubs. He stated the width of the slip road will not be sufficient for staging purposes for emergency access; therefore, Roberts Road would be used for staging purposes.

Mayor Pro Tem Taylor asked staff if a fire can be attacked from Roberts Road over trees. Marshal McKeown replied it would depend on the height of the trees aerial operations could be hindered. He stated hose could be pulled for the initial attack lines.

Mayor Kelly asked staff about the Planning and Zoning Commission recommendations. Director Nusser explained the Planning and Zoning Commission recommendations.

Mayor Kelly asked staff about the open space calculations, in that the applicant states 28 percent open space; however, the briefing states 17.3 percent. Director Nusser replied correct; the applicant is proposing to subtract the right-of-way dedication and use a net calculation. She stated the Land Development Code requires a gross calculation that includes the right-of-way.

Mayor Kelly asked staff about density, the applicant states 4.5, and the exhibits indicate 6.4. Director Nusser replied the proposed gross density is 4.6 and the net density is 6.4.

Mayor Kelly asked Mr. Isbell about the landscaped areas for the residences. Mr. Isbell replied it has not been contemplated at this time.

Mayor Kelly asked staff if a landscape plan for the homes is required. Director Nusser replied it is something that has been included in certain projects, but not consistently in all projects.

Mayor Kelly stated he believes it is in the planning objectives in the briefing packet. Mr. Isbell replied it must be an older planning objective. Director Nusser replied it could be an older version. Mayor Kelly replied he would like this updated for the second reading.

Mayor Kelly asked staff if the planning objectives speak to trees in the front yard. Director Nusser replied it does not.

Mayor Kelly stated he would prefer masonry fencing instead of wood fencing, due to the maintenance of wood. Mayor Pro Tem Taylor concurred.

Mayor Kelly stated he believes all of the houses in the area are 100 percent masonry; therefore, he would prefer the 100 percent masonry to mirror what is in the existing neighborhoods.

Mayor Kelly asked Mr. Isbell if he will be the builder. Mr. Isbell replied no.

Mayor Pro Tem Taylor asked Mr. Isbell if there is about 50 foot from the curb of Roberts Road to an actual structure. Mr. Isbell replied yes.

Mayor Pro Tem Taylor stated the front landscaping should be dressed up. Mr. Isbell stated the landscaping will be the responsibility of the builder. Mayor Pro Tem Taylor agreed, and added it needs to look nice.

Mayor Kelly asked Mr. Isbell if those items can be incorporated into the ordinance. Mr. Isbell replied yes.

Director Nusser asked City Council for clarification about one or two trees in the front yard. Mayor Kelly stated he had no preference.

Councilmember Wollin stated she has concerns about the mailboxes being on a shared pedestal. Mayor Kelly stated that may be a US Post Office regulation.

Councilmember Mogged stated he likes what is being done, in general. Mr. Isbell stated staff has helped him with the slip road idea.

Mayor Kelly stated the open space depicted looks to exceed 25 percent. Director Nusser explained the open space depicted on the exhibit does not exceed the 25 percent regulation.

Mayor Kelly stated the retention and detention area needs to be defined. Director Nusser stated the area defined meets the code requirements.

This was a first reading; therefore, City Council did not take any action.

6c Ordinance O-15-1965

Adoption of the Colleyville Economic Development Corporation Fiscal Year 2016 (FY 2016) Budget

Mayor Kelly read the caption of Ordinance O-15-1965.

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

Mayor Kelly opened the public hearing at 10:17 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 10:17 p.m.

Mayor Kelly asked staff if the revenues are generated solely by the ½ cent sales tax on Colleyville retail. Manager Lothery replied yes.

Mayor Kelly asked staff about the use of these funds. Manager Lothery replied these funds may be used for operational and promotional costs limited to economic development, but primarily for the Library, Colleyville Center, and Parks purposes.

Councilmember Wollin stated the use of the funds for the capital improvements for the Colleyville Center will help to draw in more clients and will be a long term benefit. Manager Lothery replied correct.

This was a first reading; therefore, City Council did not take any action.

6d Ordinance O-15-1966

Amending Ordinance O-14-1929 relating to the Fiscal Year 2015 budget

Mayor Kelly read the caption of Ordinance O-15-1966.

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

Mayor Kelly opened the public hearing at 10:30 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 10:30 p.m.

Mayor Kelly asked staff if this ordinance designates a specific place for those funds to be used. Manager Lothery concurred.

This was a first reading; therefore, City Council did not take any action.

- 6e Ordinance O-15-1967
Adoption of the proposed Fiscal Year 2016 (FY 2016) budget

Mayor Kelly read the caption of Ordinance O-15-1967.

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

Mayor Kelly opened the public hearing at 10:33 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 10:33 p.m.

Mayor Kelly asked staff about the sources in which anyone can view the budget documents. Manager Lothery replied the Finance Department's page on Colleyville's website, by viewing paper copies, or by discussing any concerns or citizens' questions about the budget with staff.

This was a first reading; therefore, City Council did not take any action.

- 6f Ordinance O-15-1968
Adoption of the Ad Valorem Tax Rate for Fiscal Year 2016 (FY 2016)

Mayor Kelly read the caption of Ordinance O-15-1968.

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

Mayor Kelly opened the public hearing at 10:36 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 10:37 p.m.

This was a first reading; therefore, City Council did not take any action.

- 6g Ordinance O-15-1969
Approval to amend various sections of the Colleyville, Texas, Code of Ordinances, setting fees and charges for City services

Mayor Kelly read the caption of Ordinance O-15-1969.

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

Mayor Kelly opened the public hearing at 10:43 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 10:43 p.m.

Councilmember Mogged asked staff if there is a charge for political signs or charitable organization signs in the temporary sign section. Manager Lothery replied correct, there is no fee.

This was a first reading; therefore, City Council did not take any action.

6h Ordinance O-15-1970

Approval to amend Ordinance O-04-1446 to include non-voting liaison appointments to the Parks and Recreation Advisory Board

Mayor Kelly read the caption of Ordinance O-15-1970.

City Secretary Amy Shelley presented this item and briefed City Council.

Mayor Kelly asked staff if this is being amended by an ordinance because the Parks and Recreation Advisory Board was originally established by an ordinance. City Secretary Amy Shelley replied yes.

Mayor Kelly opened the public hearing at 10:45 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 10:45 p.m.

This was a first reading; therefore, City Council did not take any action.

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-15-3898

Consideration of a waiver request to the sidewalk requirements on Lot 7, Block 3, of the Brighton Oaks subdivision located at 4204 Allendale Street, Case GC15-004

Mayor Kelly read Resolution R-15-3898 in its entirety.

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

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

Larry Ramirez, 4204 Allendale Street, the applicant and property owner, presented this item and briefed the City Council.

The following person did not wish to speak, but did wish to register her support for this item: Julie White, 2904 Hickory Hill, Colleyville.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 8:03 p.m.

Councilmember Coplen asked staff about the new structures in the subdivision, and why sidewalks were not put in place. Engineer Hutt replied prior to 2013, the policy was different, and in this particular neighborhood, sidewalks were not required.

Councilmember Coplen asked staff which policy was in effect in January 2014. Engineer Hutt replied the policy change was to require a sidewalk with all new construction or remodels, escrow options for issues such as trees, existing neighborhoods, or drainage issues to be considered.

Mayor Kelly stated there have been instances where the lots have been resold to be reconstructed with a new property owner; however, this is the same property owner, with a special circumstance because of the house fire. He stated he believed the property owner should not have to construct the sidewalk.

Councilmember Mogged stated the worst thing to do would be to put in a sidewalk here.

Mayor Pro Tem Taylor stated this is a different situation, and it is the property owner. He stated the waiver is doable and warranted.

Councilmember Short agreed, and stated there are choices with ones who buy and tear down structures. He stated this property owner did not have a choice in this matter.

Councilmember Putnam stated the comprehensive plan being developed explains about character and keeping Colleyville as rural as possible. He stated this neighborhood does not have sidewalks today, and it does not need sidewalks today. He stated he believes the policy is abusive and it should be reconsidered.

Councilmember Wollin stated hardships should not be imposed on residents who have lived here for over 15 years.

Councilmember Wollin made a motion to approve Resolution R-15-3898. Councilmember Mogged seconded the motion.

Councilmember Coplen stated she would like to be able to look at this policy and look at other revenue methods for sidewalks. Mayor Kelly stated this could be discussed further, on a future agenda.

The motion to approve carried by the following vote:

Aye: 7 - Mayor Kelly, Mayor Pro Tem Taylor, Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, Jody Short, and Nancy Coplen

7b Resolution R-15-3903

Authorizing the abandonment of a portion of the public alley located in the Village at Colleyville development, and authorizing the city manager to execute the abandonment documents

Mayor Kelly read Resolution R-15-3903 in its entirety.

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

Mayor Kelly opened the public hearing at 10:48 p.m.

There was no one present wishing to speak and Mayor Kelly closed the public hearing at 10:48 p.m.

Mayor Pro Tem Taylor made a motion to approve Resolution R-15-3903. Councilmember Short seconded the motion.

The motion to approve carried by the following vote:

Aye: 7 - Mayor Kelly, Mayor Pro Tem Taylor, Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, Jody Short, and Nancy Coplen

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

Kathy Hadley, 204 N. Timberline Drive, spoke regarding the lights being synchronized on SH26; ponds, wildlife, sidewalk width, inspectors being at Hodges, and a new advertisement sign for Hodges on SH26.

9. REPORTS

Library Board Meeting Minutes - June 8, 2015

Quarterly investment report for the quarter ended June 30, 2015

There was no discussion of this item.

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR SEPTEMBER 1, 2015- READING AND PUBLIC HEARING - RESOLUTION R-15-3904

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: 7 - Mayor Kelly, Mayor Pro Tem Taylor, Councilmembers Carol Wollin, Chuck Mogged, Chris Putnam, Jody Short, and Nancy Coplen

Mayor Kelly adjourned the City Council meeting at 10:49 p.m.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS THE 15TH DAY OF SEPTEMBER 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

Agenda Number 4c

Agenda Date 09/15/2015

Number Resolution R-15-3906

Type Resolution

Department Public Works

Title

Approval of a janitorial services contract with Oriental Building Services, Inc., acting as a primary vendor through the City of Arlington Interlocal Agreement, in an amount not to exceed \$136,813.27, and authorize the city manager to execute the contract, subject to the approval of funding in the Fiscal Year 2016 (FY 2016) budget

Strategy Map Connection

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

B3- Utilize partnerships to implement cost-effective service solutions

F2- Invest to provide and maintain high quality public assets

Explanation

Reading and Public Hearing

The City of Colleyville has an Interlocal Agreement with the City of Arlington, attached, which allows the City to take advantage of contracts bid by the City of Arlington. On March 22, 2011, the City of Arlington awarded Bid No. 11-0014 to Oriental Building Services, Inc., for janitorial services. Bid No. 11-0014 is a one year contract with four one-year options to renew. Acceptance of this purchasing option through the Interlocal Agreement with the City of Arlington allows the City of Colleyville to use the same vendor, fixed pricing, and terms and conditions offered to the City of Arlington, subject to satisfactory performance by the vendor, and annual renewal of the contract.

Oriental Building Services began providing janitorial services to Colleyville City facilities on August 16, 2013, after the previous vendor, acquired through the Tarrant County Cooperative Purchasing Contract, was terminated for performance issues. Oriental Building Services, Inc. has satisfactorily provided the janitorial and ancillary maintenance services in other cities in the region for several years, and their performance with Colleyville since August 16, 2013, has been satisfactory. Under the Arlington bid, ancillary services, such as carpet shampooing, and floor striping and waxing, are included in the base contract price, as opposed to being additional costs, as they were in the previous Tarrant County contract. This contract is \$4,059.41 (3.22%) more than the contract for Fiscal Year 2015, due to increased costs for cleaning supplies and staffing. The current vendor is performing at a satisfactory level, and staff recommends renewal of the contract for an additional year. The contract amount is \$130,298.35; however, the requested authorized amount is \$136,813.27, which includes a five percent (5%) contingency (\$6,514.92) to cover any additional

services that may be required during the year, such as cleaning after a major event, or additional night meetings.

Approval of the resolution extends the current agreement with Oriental Building Services, Inc., through September 30, 2016. The Fiscal Year 2016 agreement with Oriental Building Services, Inc., (attached) will provide janitorial services for the Justice Center, City Hall, Colleyville Public Library, Senior Center, Fire Administration, Colleyville Center, and the Public Works Service Center.

Financial Impact

Funding is available in Building Maintenance, 001-5710-6285, and other departmental budgets for buildings serviced by the custodial contractor, subject to adoption of the FY 2016 operating budget.

Recommendation

Approve

Attachments

1. Custodial Service Agreement
2. Contract Cost Summary for FY 2016 Custodial Services
3. Interlocal Agreement with the City of Arlington



CUSTODIAL SERVICE AGREEMENT

WHEREAS, the City of Colleyville desires to enter into a contract for janitorial services as described in the attached Proposal for Janitorial Services for City Facilities dated June 13, 2013, this AGREEMENT, made this 20th day of August, 2015, is between Oriental Building Services, (hereinafter "Contractor") and the City of Colleyville, (hereinafter "Owner").

1. Services: Contractor will provide janitorial and related services to Owner or its Agent in the following buildings located in Colleyville, Texas, according to the attached proposal.

City Hall	Central Fire Station
City Library	Senior Center
Justice Center	Colleyville Center
Public Works Service Center	

Contractor may perform the services by any reasonable means and shall not be responsible for delays in performance beyond its control.

2. Term: This agreement shall be in effect for Renewal Period one (1) year commencing October 1, 2015 to September 30th, 2016, renewal option 2 of 4 and the contract may be extended on a one (1) year option for a maximum of four (4) one-year options.
3. Termination: If Owner is dissatisfied with the quality of services, Owner or its Agent may inform Contractor in writing of the specific areas of dissatisfaction, and if Contractor shall fail to substantially correct the deficiencies within ten (10) days, Owner or its Agent may terminate this Agreement upon a thirty (30) day written notice to the Contractor. Owner or its Agent may terminate this Agreement at any time if the premises are destroyed. If Owner vacates the premises, Owner or its Agent may terminate this agreement upon a thirty (30) day written notice to the Contractor. Contractor may terminate services at any time after five (5) notices for nonpayment, after proper written notification of default on payments, and allowing at least fifteen (15) days to correct for nonpayment.
4. Price: Owner agrees to pay Contractor for the services on a monthly basis, the amount of **\$10,337.20**, or 7.933 percent of the contract amount of **\$130,298.35**. This price does include providing all common area restrooms and tenant suites with paper products. Payment shall be due on the 21st day after receipt of invoice for services performed. A late charge of 1½ percent per month shall be paid by Owner to Contractor on any past due payment not received with thirty (30) days of receipt of invoice on the last day of following month in which services are performed.
5. Credit for Unoccupied Space: Owner agrees to notify Contractor in advance and in writing in the event cleaning responsibilities are to be decreased from those previously established. Unless Contractor receives in advance a thirty (30) day written notice, no credit for unoccupied space can be given on a retroactive basis as work had already been performed.



6. Change in Work Performed: The above price is based upon the service area and frequency of services in the attached specifications. If there is any change in such area or services, Owner and Contractor agree to negotiate a reasonable price adjustment.
7. Extraordinary Cost Change: If any extraordinary event affects Contractor's costs, upon written notice to Owner, the parties agree to negotiate a reasonable adjustment. Such events shall include armed hostilities, riots, strikes, picketing, boycott, acts of God, national financial or economic disturbances, epidemics, and other events not reasonably foreseeable or against which Contractor reasonably cannot protect itself.
8. Holidays: Services are to be performed five (5) days a week, excluding only the following holidays: Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and the Friday following Thanksgiving, Christmas Eve and Christmas Day, and New Year's Day. In the event the cleaning day falls on the holiday, the contractor will perform the cleaning on the next business day.
9. Insurance: Contractor agrees to maintain in effect, during the term hereof, insurance for personal injury and property damage with \$1,000,000 combined single limit liability per occurrence. Contractor has the right to be self-insured, where permitted by State law and shall abide by and comply with all relevant statutes therein. Contractor shall furnish to Owner a Certificate of Insurance evidencing such coverage and specifying that thirty (30) days prior notice of cancellation will be sent to Owner. Contractor shall be responsible for paying all payroll-based taxes affecting its employees. Owner agrees to pay for any sales and use taxes as well as increases in any taxes, insurance and other similar expenses of Contractor.
10. Conformance with Legal Obligations: Owner agrees to keep its facilities in a safe condition and in conformance with Federal, State and local laws, ordinances and regulations, and agrees to indemnify and hold harmless the Contractor from loss and liability (including reasonable attorneys' fees) caused by Owner's failure to do so. Contractor agrees to notify Owner, via tenant complaint forms or similar form, of any hazards detected by Contractor during the course of services performed.
11. Storage Area: The Owner shall furnish a locked storage area, when applicable, where all janitorial equipment and supplies can be secured. Said storage area shall be accessible solely to Contractor and Owner. Should Owner need to use Contractor's equipment and supplies, and if any equipment and supplies are lost or damaged, Owner agrees to pay a reasonable fee to replace or repair said equipment, if Owner is deemed responsible for the loss or damage.
12. Independent Contractor: Contractor is an independent contractor and all persons employed to furnish services hereunder are employees of Contractor and not of Owner.



13. Binding: This Agreement shall inure to and bind the successors, assigns, agents and representatives of the parties.
14. Entire Agreement: This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties. In the event of conflict between any of the foregoing provisions of this agreement and the attached specifications, the former shall be controlling.
15. Notices: Notices, requests, demands and other communications hereunder shall be in writing and delivered or mailed with postage prepaid,

To Owner at:

City of Colleyville
100 Main Street
Colleyville, TX 76034

To Contractor at:

Oriental Building Services, Inc.
2526 Manana Dr., Suite 208
Dallas, TX 75220

Or at any other address that may be given by either party to the other in the manner provided above.

CITY OF COLLEYVILLE

ORIENTAL BUILDING SERVICES, INC.

By: _____
Signature

By: _____
Signature

Jennifer Fadden, City Manager
Printed Name and Title

Steve Gye/President
Printed Name and Title

Date

8-20-2015
Date

Contract Cost Summary for FY 2016 Custodial Services

City of Colleyville

Cost by Building Break Down
Fiscal Year Oct. -2015 to Sept. 2016



BL DG	DESCRIPTION	SF	SF COST	Cleaning COST/MO	Monthly Supply Cost Per Building	Monthly Cost Per Building	Sub Annual Cost Per Building	Floor Care (Shampoo & Wax) Unit Cost Per Building	2 Time Per Year Cost	Total Annual Cost Per Building
1	City Hall	29,585	\$ 0.084	\$ 2,486.00	\$ 171.00	\$ 2,657.00	\$ 31,884.00	\$ 739.63	\$ 1,479.25	\$ 33,363.25
2	Library	22,543	\$ 0.094	\$ 2,118.48	\$ 296.40	\$ 2,414.88	\$ 28,978.56	\$ 563.58	\$ 1,127.15	\$ 30,105.71
3	Fire Station	12,172	\$ 0.017	\$ 203.71	\$ 57.00	\$ 260.71	\$ 3,128.52	\$ 304.30	\$ 608.60	\$ 3,737.12
4	Justice	31,293	\$ 0.086	\$ 2,698.14	\$ 296.40	\$ 2,994.54	\$ 35,934.48	\$ 782.33	\$ 1,564.65	\$ 37,499.13
5	Senior Center	9,667	\$ 0.063	\$ 606.90	\$ 91.20	\$ 698.10	\$ 8,377.20	\$ 241.68	\$ 483.35	\$ 8,860.55
6	Public Work	8,720	\$ 0.087	\$ 754.64	\$ 125.40	\$ 880.04	\$ 10,560.48	\$ 218.00	\$ 436.00	\$ 10,996.48
7	Colleyville Center	11,059	\$ 0.031	\$ 340.73	\$ 91.20	\$ 431.93	\$ 5,183.16	\$ 276.48	\$ 552.95	\$ 5,736.11
	Group Total	125,039		\$ 9,208.60	\$ 1,128.60	\$ 10,337.20	\$ 124,046.40	\$ 3,125.98	\$ 6,251.95	\$ 130,298.35

Annual Total Services & Supply	\$	124,046.40
Annual Total Floor Care	\$	6,251.95
Grand Total	\$	130,298.35

INTERLOCAL AGREEMENT

This Interlocal Agreement ("the Agreement") is made and entered into by and between the **CITY OF COLLEYVILLE, TEXAS**, a municipal corporation ("**COLLEYVILLE**") and **CITY OF ARLINGTON** ("**ARLINGTON**"), each organized and existing under the laws of the State of Texas, and acting by, through and under the authority of their respective governing bodies and officials in accordance with the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code (the "Act").

WHEREAS, **COLLEYVILLE** and **ARLINGTON** are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function; and

WHEREAS, **COLLEYVILLE** and **ARLINGTON** wish to enter into this Agreement to set forth the terms and conditions upon which they may purchase various goods and services commonly utilized by each entity; and

WHEREAS, participation in this Agreement will be highly beneficial to the taxpayers of **COLLEYVILLE** and **ARLINGTON** through the anticipated savings to be realized and is of mutual concern to the parties; and

WHEREAS, **COLLEYVILLE** and **ARLINGTON** have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW THEREFORE, **COLLEYVILLE** and **ARLINGTON**, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, do hereby agree as follows:

1. **COLLEYVILLE** and **ARLINGTON** may cooperate in the purchase of various goods and services commonly utilized by the parties, where available and applicable, and may purchase goods and services from vendors under present and future contracts;
2. **COLLEYVILLE** and **ARLINGTON** shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of the purchased items under such contracts. **COLLEYVILLE** and **ARLINGTON** shall each make their respective payments from current revenues available to the paying party;
3. The City Manager of **COLLEYVILLE** and the head of **ARLINGTON**'s purchasing department are designated to act on all matters related to this Agreement;
3. The Agreement shall be in full force and effect for a period of 12 months and then continue to automatically renew for additional 12 month periods unless it is terminated by either party as provided below.
4. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by either party upon thirty (30) days written notice to the other party;

5. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties;

6. This Agreement may be executed separately by the parties, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon execution and dating by each party. This Agreement shall be effective from the last date signed and marked on this Agreement by a participating party.

APPROVED BY THE CITY COUNCIL OF COLLEYVILLE, TEXAS: Colleyville City Council

BY:

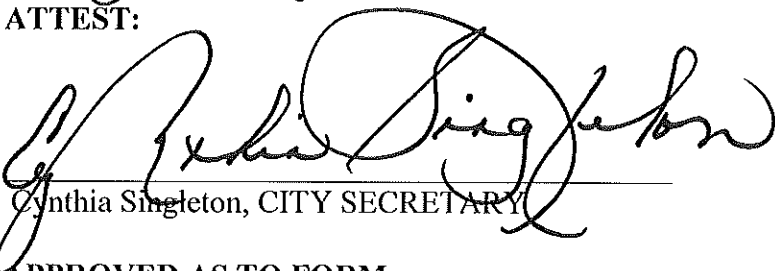
MAR 20 2012

Approved


Jennifer Fadden, City Manager

DATE: March 31, 2012

ATTEST:

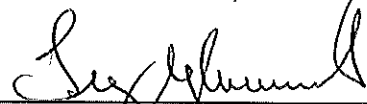

Cynthia Singleton, CITY SECRETARY

APPROVED AS TO FORM:

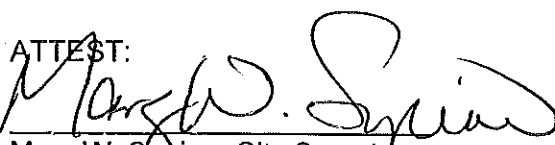

Matthew Boyle, CITY ATTORNEY

APPROVED BY THE CITY OF ARLINGTON, TEXAS:

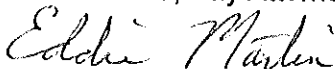
CITY OF ARLINGTON, TEXAS

BY: 
Trey Yelverton, City Manager

DATE: 7/12/12

ATTEST:

Mary W. Supino, City Secretary

APPROVED AS TO FORM:
JAY B. DOEGEY, City Attorney

BY: 



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4d

Agenda Date 09/15/2015

Number Resolution R-15-3906

Type Resolution

Department Public Works

Title

Approval of Service Agreements between the City of Colleyville and Trane Service Group, through the Texas Cooperative Purchasing Network (TCPN), to provide for year five of a five year agreement for the inspection, maintenance, and repair of the Heating, Ventilating, and Air Conditioning (HVAC) systems in the Colleyville City Hall, Colleyville Public Library, and Colleyville Justice Center, in an amount not to exceed \$66,756.72, and authorize the city manager to execute the agreements, subject to approval of funding in the Fiscal Year 2016 (FY 2016) budget

Strategy Map Connection

B3- Utilize partnerships to implement cost-effective service solutions

F2- Invest to provide and maintain high quality public assets

Explanation

Reading and Public Hearing

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

The Trane Service Group contract is offered through the Texas Cooperative Purchasing Network and this is year five of the approved five year contract. The pricing for FY 2016 is \$22,507.89 for the City Hall and Library complex and \$44,248.83 for the Justice Center, for a total cost of \$66,756.72. This is an increase of five percent over the 2015 contract price (attached Exhibit A). The proposed price increase is consistent with the original contractual pricing that was established in the original contract approved in September 2011.

Financial Impact

Funding in the amount of \$66,756.72 has been allocated in the proposed FY 2016 Building Services, 001-5710-6285.

Recommendation

Approve

Attachments

1. 2011 Trane Service Agreement for Colleyville City Hall and Library
2. 2011 Trane Service Agreement for Colleyville Justice Center
3. Resolution R-11-3400
4. Exhibit A - Trane Contract Renewals



TRANE

Building Services

Trane Select Service Agreement

SERVICE PROPOSAL FOR:

City of Colleyville

100 Main Street
Colleyville, TX 76034
Kelly Howell

SITE ADDRESS:

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

LOCAL TRANE OFFICE:

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

LOCAL TRANE REPRESENTATIVE:

Shirley Hernandez Ross
Office: (817) 838-1310

PROPOSAL ID / AGREEMENT NUMBER:

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

DATE:

July 12, 2011



TRANE SELECT SERVICE AGREEMENT

Executive Summary

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

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

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

Additionally, as a Trane customer you can count on:



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

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





TRANE SELECT SERVICE AGREEMENT

Added Value

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



Research has shown that regular maintenance can:

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

* Source: FEMP O&M Guide - July 2004

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

Dependability and Consistency

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

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

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

Superior Service Delivery

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

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



**TRANE***Building Services*

Superior Service Delivery (continued)

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

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

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

Trane's proprietary program is unequalled in the industry.

Knowledge Transfer

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

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

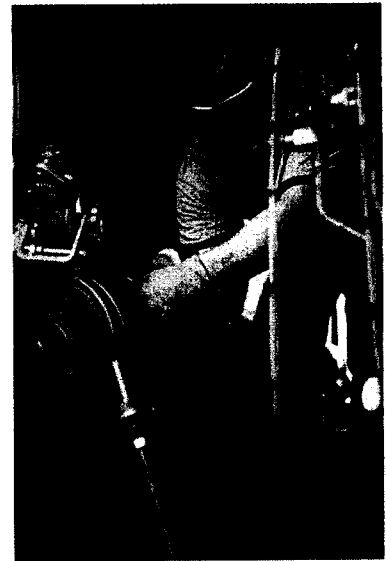
Training for Facility Staff - Concurrent with annual start-up, your Trane Technician will instruct your operator how to operate the equipment covered by the agreement.

Health and Safety

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

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

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



WE MAKE BUILDINGS WORK BETTER FOR LIFE.™



Environmental Management

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

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

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



The Agreement

TRANE SELECT SERVICE AGREEMENT

SERVICE PROPOSAL FOR:

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

SITE ADDRESS:

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

LOCAL TRANE OFFICE:

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

LOCAL TRANE REPRESENTATIVE:

Shirley Hernandez Ross
Office: (817) 838-1310

PROPOSAL ID / AGREEMENT NUMBER:

1198442 / 144119R

TCPN Proposal # 02-10077-11-001

DATE:

July 12, 2011





TRANE

Building Services

TRANE SELECT SERVICE AGREEMENT

Scope of Services – Standard Inclusions

Provided in your Select Service Agreement:

Trane Scheduled Maintenance

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

Refrigerant Management

This scope includes:

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

Trane Laboratory Analysis

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

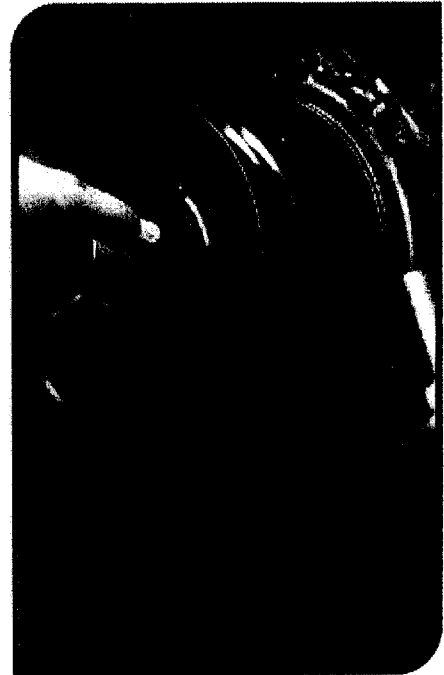
Specified System Repair Coverage

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

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

EMERGENCY SERVICE

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





Cooling Contingency Planning

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

Additional Scope of Services:

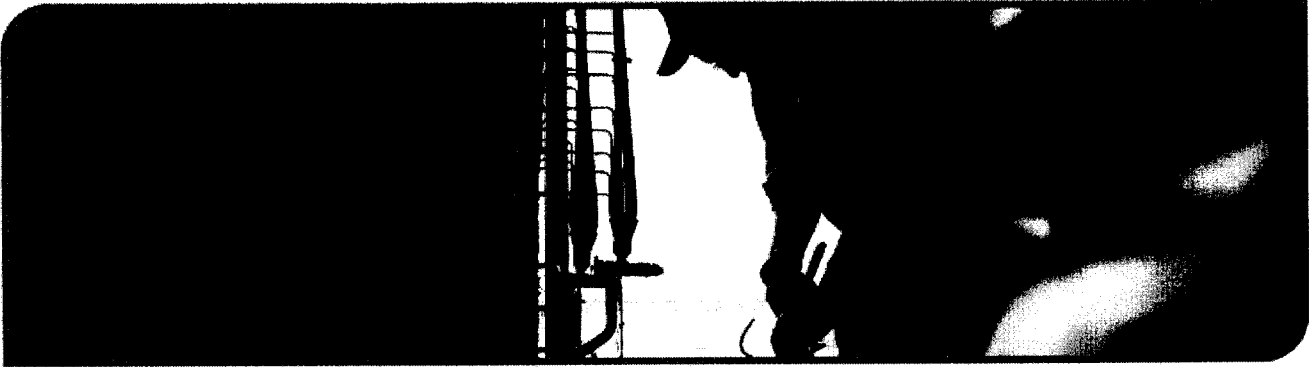


TRANE

Building Services

TRANE SELECT SERVICE AGREEMENT

Equipment Coverage and Services



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

Colleyville City Hall & Library

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

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

Description

Carrier Package Rooftop Annual Cooling Inspection
Rooftop Quarterly Cooling Inspection
Condenser Coil Cleaning 2 times per year

Quantity Per Term

5
15
10



TRANE SELECT SERVICE AGREEMENT

Pricing and Acceptance

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

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

Trane Service Agreement

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

Service Fee

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

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

Term

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

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

Submitted By: Shirley Hernandez Ross

Office: (817) 838-1310
Proposal Date: July 12, 2011

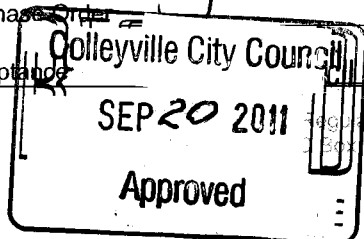
CUSTOMER ACCEPTANCE

David Kelly 9-29-11
Authorized Representative
David Kelly
Printed Name
Mayor
Title
Colleyville City Council
Purchase Order
Acceptance

TRANE ACCEPTANCE

Trane U.S. Inc. dba Trane

Rekl LS
Authorized Representative
Area Manager
Title
10/7/11
Signature Date



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



TRANE SELECT SERVICE AGREEMENT

Terms and Conditions (Service)

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



TRANE

Building Services

Appendix

CONTENTS:

Safety
Customer Service Flows

**TRANE***Building Services*

Safety



Trane's Safety Standard

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

Proven Safety Success

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

Trane Injury Rates v. Industry Competitors

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

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

Safety Tools, Training & Expertise

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

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





Safety Tools, Training & Expertise (continued)

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

Management Leadership and Commitment

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

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

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

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

Jobsite Safety Equals Customer Value

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

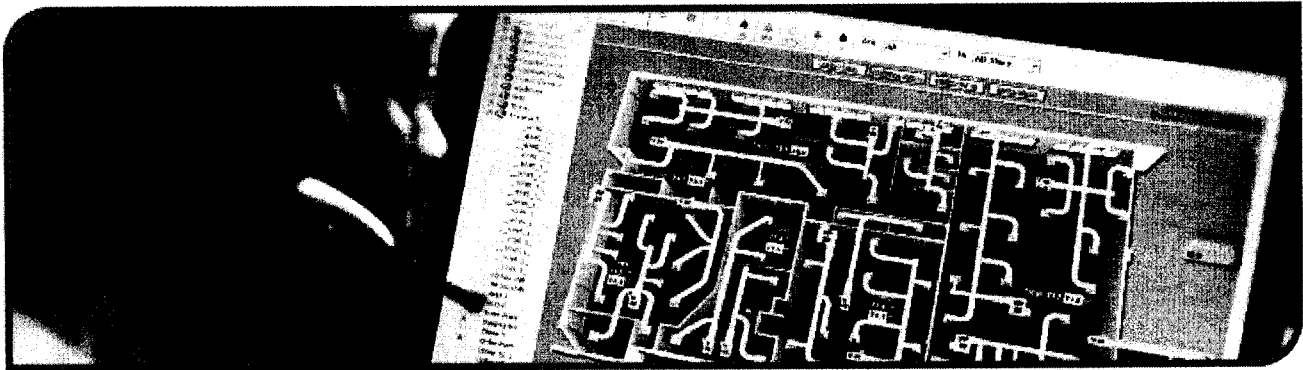
When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple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





TRANE SELECT SERVICE AGREEMENT

Customer Service Flows



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

Comprehensive Annual Maintenance-Cooling Cycle RTU-110

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

General Assembly

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

Controls and Safeties

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

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

Lubrication

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

Motor and Starter

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

Three Mid-Season Cooling Inspection RTU-130

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

Air Filter Maintenance Procedures

Filter Replacement FLR-110

- Supply and install air filters (4 times per year)

Condenser Cleaning

Air-Cooled Condensers CDS-220C

- Clean air-cooled condenser, using pressurized water two times per year.



TRANE

Building Services

Trane Select Service Agreement

SERVICE PROPOSAL FOR:

City of Colleyville

100 Main Street
Colleyville, TX 76034 U.S.A.
Kelly Howell

SITE ADDRESS:

Colleyville Justice Center
5201 Riverwalk Drive
Colleyville, TX 76034
United States

LOCAL TRANE OFFICE:

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

LOCAL TRANE REPRESENTATIVE:

Shirley Hernandez Ross
Office: (817) 838-1310

PROPOSAL ID / AGREEMENT NUMBER:

1198446 / 143334R2
TCPN Proposal # 02-10077-11-002

DATE:

July 12, 2011



TRANE SELECT SERVICE AGREEMENT

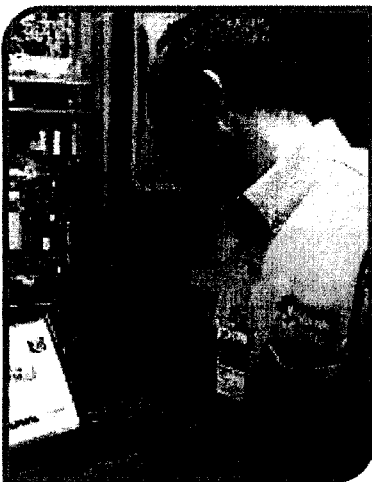
Executive Summary

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

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

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

Additionally, as a Trane customer you can count on:



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

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





TRANE SELECT SERVICE AGREEMENT

Added Value

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



Research has shown that regular maintenance can:

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

* Source: FEMP O&M Guide, July 2004

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

Dependability and Consistency

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

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

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

Superior Service Delivery

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

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





Superior Service Delivery (continued)

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

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

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

Trane's proprietary program is unequalled in the industry.

Knowledge Transfer

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

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

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

Health and Safety

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

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

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





Environmental Management

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

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

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



The Agreement



TRANE SELECT SERVICE AGREEMENT

SERVICE PROPOSAL FOR:

City of Colleyville

100 Main Street
Colleyville, TX 76034 U.S.A.
Kelly Howell

SITE ADDRESS:

Colleyville Justice Center
5201 Riverwalk Drive
Colleyville, TX 76034
United States

LOCAL TRANE OFFICE:

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

LOCAL TRANE REPRESENTATIVE:

Shirley Hernandez Ross
Office: (817) 838-1310

PROPOSAL ID / AGREEMENT NUMBER:

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July 12, 2011





TRANE

Building Services

TRANE SELECT SERVICE AGREEMENT

Scope of Services – Standard Inclusions

Provided in your Select Service Agreement:

Trane Scheduled Maintenance

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

Refrigerant Management

This scope includes:

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

Trane Laboratory Analysis

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

Specified System Repair Coverage

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

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

EMERGENCY SERVICE

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





Cooling Contingency Planning

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

Additional Scope of Services: Included in this agreement, however Not Under Select Maintenance

Coverage

(24) Fan Powered VAV' Boxes

**Air Filter Maintenance Procedures VAV Boxes
Filter Replacement FLR-110**

- Replace air filters one time per year.



TRANE SELECT SERVICE AGREEMENT

Equipment Coverage and Services



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

Colleyville Justice Center

The following "Covered Equipment" will be serviced at Colleyville Justice Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
AHU	1	Trane	MCCA008UB0	K02A05955	AHU 1

Description

M Series Annual Inspection
M Series Quarterly Inspection
Air Filter Change

Quantity Per Term

5
15
20

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
RTU	1	Trane	TCD330A40H	C01M67362	RTU 2
RTU	1	Trane	TCD600A40H	C01M67361	RTU 1
RTU	1	Trane	TCH211C40F	202101093D	RTU 3
RTU	1	Trane	THC048A4RG	203100313L	RTU 4
RTU	1	Trane	TSC092A4RN	203100563L	RTU 5
RTU	1	Trane	TSC048A4RG	203100403L	RTU 6

Description

RTU Cooling Annual Inspection
RTU Quarterly Inspection
Air Filter Change
Condenser Coil Cleaning

Quantity Per Term

5
3
20
10

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System	1	Trane	TTA042D400	20133FS3F	#2 COND
Split System	1	Trane	TTA048D400	201380S3F	#3 COND
Split System	1	Trane	TTA120120A	2351PXFAD	JAIL 10 TON
Split System	1	Trane	TWE042C140	Z325MJH1V	AHU 2
Split System	1	Trane	TWE048C140	Z36287G1V	AHU 3

Description

UNT/DX-110a Split System Annual Maintenance Inspection (
UNT/DX-120 Mid-Season Running Inspection

Quantity Per Term

1
3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Variable Frequency Drive	1	UNKNOWN	VFD AHU 2	NA-1	VFD FOR AHU 2

Description

Variable Frequency Drive Annual Inspection
VFD Scheduled Inspections

Quantity Per Term

1
3



TRANE SELECT SERVICE AGREEMENT

Pricing and Acceptance

Kelly Howell
City of Colleyville
100 Main Street
Colleyville, TX 76034 U.S.A.

Site Address:
Colleyville Justice Center
5201 Riverwalk Drive
Colleyville, TX 76034

Trane Service Agreement

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

Service Fee

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

Contract Year	Annual Amount	Discounted Quarterly Payment	3% Advanced Payment Corp. Disc.	New Annual Payment
Year 1 2011-2012	\$37,529.51	\$9,382.38	\$1,125.89	\$36,403.62
Year 2 2012-2013	\$39,405.99	\$9,851.50	\$1,182.18	\$38,223.81
Year 3 2013-2014	\$41,376.28	\$10,344.07	\$1,241.29	\$40,135.00
Year 4 2014-2015	\$43,445.10	\$10,861.27	\$1,303.35	\$42,141.75
Year 5 2015-2016	\$45,617.35	\$11,404.34	\$1,368.52	\$44,248.83
Total Contract Amt.	\$207,374.23		\$6,221.23	\$201,153.01

Term

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

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

Submitted By: Shirley Hernandez Ross

Office: (817) 838-1310
Proposal Date: July 01, 2011

CUSTOMER ACCEPTANCE

David Kelly 9-29-11
Authorized Representative

David Kelly
Printed Name

Mayor
Title

Colleyville City Council
Purchase Order

Acceptance Date

TRANE ACCEPTANCE

Trane U.S. Inc. dba Trane

[Signature]
Authorized Representative

Area Manager
Title

10/9/11
Signature Date

SEP 20 2011

Approved by the Texas Department of Licensing and Regulation
PO Box 12167 Austin, TX 78711 Ph. 800-503-9292 512-462-6599
License TAOLA019613C

Approved



TRANE SELECT SERVICE AGREEMENT

Terms and Conditions (Service)

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

Appendix

CONTENTS:

Safety
Customer Service Flows

**TRANE***Building Services*

Safety



Trane's Safety Standard

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

Proven Safety Success

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

Trane Injury Rates v. Industry Competitors

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

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

Safety Tools, Training & Expertise

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

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





Safety Tools, Training & Expertise (continued)

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

Management Leadership and Commitment

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

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

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

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

Jobsite Safety Equals Customer Value

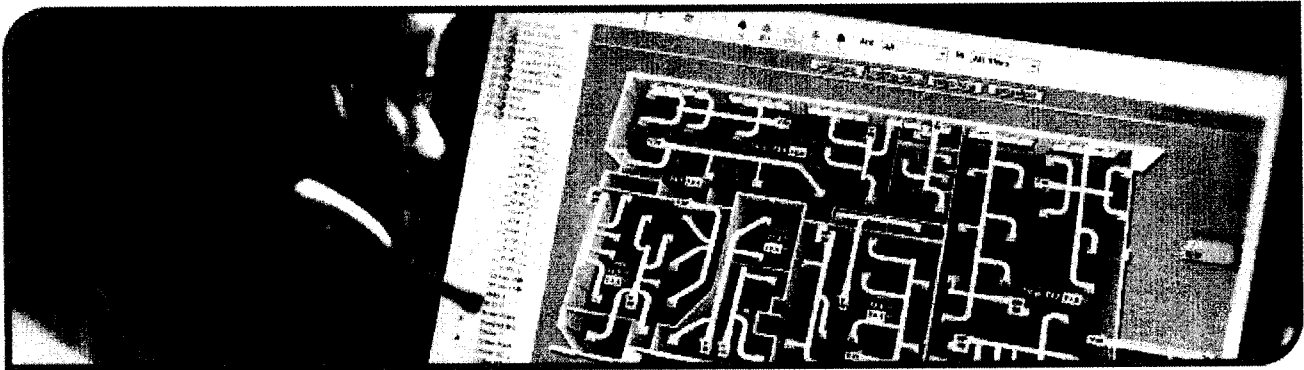
At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride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

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



TRANE SELECT SERVICE AGREEMENT

Customer Service Flows



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

Central Station Air Handling Units Comprehensive Annual Inspection AHU-110

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

General Assembly

- Inspect the unit for cleanliness.
- Inspect the fan wheel and shaft for wear and clearance.
- Check the sheaves and pulleys for wear and alignment.
- Check the belts for tension, wear, cracks, and glazing.
- Verify tight bolts, set screws, and locking collars.
- Check dampers for wear, security and linkage adjustment.
- Verify clean condensate pan.
- Verify proper operation of the condensate drain.
- **Replace air filters**
- Verify clean coils.
- Verify proper operation of the spray pump, if applicable.
- Verify smooth fan operation.
- Log operating conditions after system has stabilized.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Lubrication

- Lubricate the fan shaft bearings, if applicable.
- Lubricate the motor bearings, if applicable.

Controls and Safeties

- Test the operation of the low temperature safety device, if applicable.
- Test the operation of the high static pressure safety device, if applicable.
- Test the operation of the low static pressure safety device, if applicable.

- Check the thermal cutout on electric heaters, if applicable.
- Check the step controller, if applicable.
- Check and record supply air and control air pressure, if applicable.
- Verify the operation of the control system and dampers while the fan is operating.

• Motor and Starter

- Clean the starter and cabinet.
- Inspect the wiring and connections for tightness and signs of overheating and discoloration. This includes wiring to the electric heat, if applicable.
- Check the condition of the contacts for wear and pitting.
- Check the contactors for free and smooth operation.
- Meg the motor and record readings.

Three Scheduled Running Inspection AHU-130

- Check the general condition of the fan.
- Verify smooth fan operation.
- Check and record supply and control air pressure, if applicable.
- Verify the operation of the control system.
- **Replace air filters**
- Log the operating conditions after the system has stabilized.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate uncorrected deficiencies detected.

RTU Voyager III

Comprehensive Annual Maintenance-Cooling Cycle RTU-310

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

General Assembly

- Inspect for leaks and report leak check results.
- Repair minor leaks as required (e.g. valve packing, flare nuts).
- Check the sheaves and pulleys for wear and alignment.
- Check the belts for tension, wear, cracks, and/or glazing.
- Verify proper damper operation.
- Check mechanical linkages for wear, tightness, and clearances.
- Verify clean condenser and evaporator.
- Verify clean evaporator fan.
- **Verify clean air filters, replace air filters.**
- Verify the operation of the crankcase oil heater(s), if applicable.

Controls and Safeties

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

Lubrication

- Lubricate motor bearings, if applicable.
- Lubricate fan bearings.
- Check oil level in the compressor(s), if applicable.

Motor and Starter

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

Start-up / Checkout Procedure

- Start the unit.
- Verify the starter operation.
- Verify the smooth operation of the compressors and fans.
- Log operating conditions of the unit after the system has stabilized.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Three Scheduled Cooling Inspection RTU-330

- Start the unit.
- Verify the starter operation.
- Verify the smooth operation of the compressors and fans.
- **Replace air filters.**
- Log operating conditions of the unit after the system has stabilized.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

RTU-Voyager II

Comprehensive Annual Maintenance-Cooling Cycle RTU-210

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

General Assembly

- Inspect for leaks and report leak check results.
- Repair minor leaks as required (e.g. valve packing, flare nuts).
- Check the sheaves and pulleys for wear and alignment.
- Check the belts for tension, wear, cracks, and/or glazing.
- Verify proper damper operation.
- Check mechanical linkages for wear, tightness, and clearances.
- Verify clean condenser and evaporator.
- Verify clean evaporator fan.
- **Replace air filters.**
- Verify the operation of the crankcase oil heater(s), if applicable.

Controls and Safeties

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

Lubrication

- Lubricate motor bearings, if applicable.
- Lubricate fan bearings.
- Check oil level in the compressor(s), if applicable.

Motor and Starter

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

Start-up / Checkout Procedure

- Start the unit.
- Verify the starter operation.
- Verify the smooth operation of the compressors and fans.
- Log operating conditions of the unit after the system has stabilized.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Three Scheduled Cooling Inspection RTU-230

- Start the unit.
- Verify the starter operation.
- Verify the smooth operation of the compressors and fans.
- **Replace air filters.**
- Log operating conditions of the unit after the system has stabilized.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

LCU Split Systems

Unitary/Split Systems LCU-111 Split Systems Comprehensive Annual Maintenance-Cooling Cycle (e.g. model #s: Trane TWE, TCD, TCH, TTA, TTN, TCX, TWA, YCD, YCH, etc.)

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

General Assembly

- Inspect for refrigerant and oil leaks and report leak check results.
- Check the sheaves and pulleys for wear and alignment.
- Check the belts for tension, wear, cracks, and/or glazing.
- Check mechanical linkages for wear, tightness, and clearances.
- Verify clean fan and coils.
- Check and clean drain evaporator drain pan, drain, and trap.
- Verify evaporator fan cleanliness.
- **Replace air filters.**
- Verify the operation of the crankcase oil heater(s), if applicable.

Controls and Safeties

- Verify the operation of the discharge air temperature control device, if applicable.
- Verify unit thermostat controller operates properly.

Lubrication

- Lubricate motor bearings, if applicable.
- Lubricate fan bearings, if applicable.
- Check oil level in the compressor(s), if applicable.

Motor and Starter

- Clean the starter and cabinet, if applicable.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check the contactors for free and smooth operation.
- Meg the compressor motor(s) and record readings, if above 25 tons.
- Verify the tightness of the compressor motor terminal connections.

Start-up / Checkout Procedure (this will only be done on units that require shutdown.)

- Start the unit.
- Verify the starter operation, if applicable.
- Verify the smooth operation of the compressors and fans.
- Log operating conditions of the unit after the system has stabilized.
- Review operating procedures with operating personnel.

Three Scheduled Running Inspections Unitary/Split Systems LCU-130

- Check general condition of the unit.
- Verify proper operation of the motor and starter.
- Verify the proper operation of the control circuit.
- Verify smooth operation of the unit.
- **Replace Air filters.**
- Provide a written report of completed work, operating log and indicate any uncorrected deficiencies detected.

Variable Frequency Drives Maintenance Procedure MSC-130

- Report in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with the customer for operational problems and trends.
- Clean the heat sink.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Visually inspect panel for loose or damaged parts or wiring; also check for any accumulation of dirt and/or moisture.
- Verify proper operation of the unit.
- Verify proper DC buss voltage.

Condenser Cleaning

Air-Cooled Condensers CDS-220C

- Clean air-cooled condenser, using pressurized water two times per year.

Air Filter Maintenance Procedures Under Select Maintenance

Filter Replacement FLR-110

- Replace air filters four times per year.

Additional Scope of Service included but not under select maintenance

Air Filter Maintenance Procedures Fan Powered VAV Boxes:

Filter Replacement FLR-110

- Replace air filters one time per year.

RESOLUTION R-11-3400

**A RESOLUTION APPROVING COUNCIL ACTION
UNDER CONSENT ITEMS AT THE REGULAR CITY
COUNCIL MEETING OF SEPTEMBER 20, 2011**

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

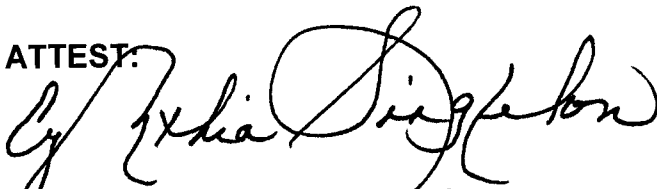
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS:

- Sec. 1. THAT the agenda decisions approved by Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of September 6, 2011
 - b. Approval of the minutes of the City Council worksession of August 9, 2011
 - c. Approval to renew the Horticulture Grounds Maintenance contract with The Lawn Firm, Inc., in an amount not to exceed \$147,667, and authorize the city manager to execute same and any associated change orders, in an amount not to exceed \$25,000, and subject to the approval of funding in the Fiscal Year 2012 (FY 2012) budget
 - d. Approval to renew the Grounds Maintenance Mowing contract with Whitmore and Sons, Inc., in an amount not to exceed \$124,312.59, and authorize the city manager to execute same and any associated change orders, in an amount not to exceed \$25,000, and subject to the approval of funding in the Fiscal Year 2012 (FY 2012) budget
 - e. Approval of an update to the Fund Balance policy for Governmental Accounting Standards Board (GASB) 54 compliance
 - f. Approval of Service Agreements between the City of Colleyville and Trane Service Group, through the Texas Cooperative Purchasing Network (TCPN) to provide for year one of a five-year agreement for the inspection, maintenance, and repair of the HVAC systems in the Colleyville City Hall, Colleyville Public Library, and Colleyville Justice Center, in an amount not to exceed \$54,920.92

AND IT IS SO RESOLVED.

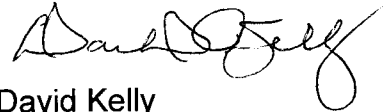
APPROVED BY A VOTE OF 7 AYES, 0 NAYS AND 0 ABSTENTIONS
ON THIS THE 20th DAY OF September 2011.

ATTEST:

A handwritten signature in black ink, appearing to read "Cynthia Singleton". The signature is fluid and cursive, with the first name "Cynthia" written in a larger, more prominent script than the last name "Singleton".

Cynthia Singleton, TRMC, EMC
City Secretary

CITY OF COLLEYVILLE

A handwritten signature in black ink, appearing to read "David Kelly". The signature is cursive and somewhat stylized, with the first name "David" and last name "Kelly" clearly distinguishable.

David Kelly
Mayor

Exhibit A
Trane Contract Renewals

Fiscal Year	City Hall/Library	Justice Center	Total	% Change
2012	\$18,517.30	\$36,403.62	\$54,920.92	n/a
2013	\$19,443.17	\$38,223.81	\$57,666.98	5%
2014	\$20,415.32	\$40,135.00	\$60,550.32	5%
2015	\$21,436.09	\$42,141.75	\$63,577.84	5%
2016	\$22,507.89	\$44,248.83	\$66,756.72	5%



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4e

Agenda Date 09/15/2015

Number Resolution R-15-3906

Type Resolution

Department Public Works

Title

Approval to purchase a Ditch Witch model FX-50 trailer mounted vacuum extractor in the amount of \$82,443.14 from EKA, Inc., utilizing the Texas Buy Board Cooperative Purchasing Agreement #424-13, and authorize the city manager to execute the purchase agreement, subject to adoption of the FY 2016 budget

Strategy Map Connection

B3- Utilize partnerships to implement cost-effective service solutions

F2- Invest to provide and maintain high quality public assets

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

Explanation

Reading and Public Hearing

Approval is requested to purchase a Ditch Witch model FX-50 trailer mounted vacuum extractor in the amount of \$82,443.14 from EKA, Inc., utilizing the Texas Buy Board Cooperative Purchasing Agreement #424-13, as a replacement for the 2008 Vermeer vacuum extractor which has exceeded its useful life and is scheduled for replacement in fiscal year 2016 in the City of Colleyville Equipment Replacement Program, attached for reference. On June 2, 2015, City Council approved attached resolution R-15-3878 authorizing the disposal of surplus vehicles and equipment that have exceeded their useful life due to age and/or mileage.

The vacuum extractor is used almost daily to locate underground utilities or clean manholes and water valves by injecting high pressure water into the ground and removing the liquified dirt with a vacuum pump. This minimizes the risk of cutting other underground utilities that may be located close by.

The new Ditch Witch model FX-50 trailer mounted vacuum extractor, as shown in Exhibit A, should be delivered in early October, at which time an auction will be held to dispose of all surplus equipment that has been authorized for disposal.

Financial Impact

Funding for this equipment has been included in the proposed FY 2016 Utility Fund budget.

Recommendation

Approve

Attachments

1. Resolution R-15-3878
2. Texas Buy Board Price Quotation from EKA, Inc.
3. Exhibit A
4. Equipment Replacement Program

RESOLUTION R-15-3878

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF
JUNE 2, 2015**

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

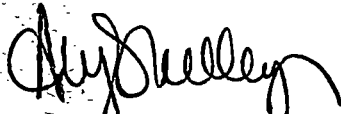
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF COLLEYVILLE, TEXAS:**

- 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 May 12, 2015
 - b. Approval of the minutes of the Special City Council meeting of May 19, 2015
 - c. Approval of the disposal of obsolete and nonserviceable vehicles and equipment

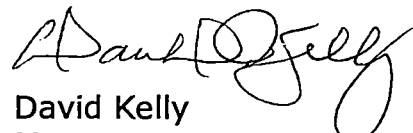
AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS, AND 0
ABSTENTIONS ON THIS THE 2ND DAY OF JUNE 2015.

ATTEST:


Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE


David Kelly
Mayor

Equipment Auction List

Asset Number	Asset Description	Model	Asset Make	In Service Date	Miles / Hours	Year of Replacement	Original Purchase Cost
678	Truck medium duty	2007	Ford F250 *	2006	100,767	2016	\$21,238.00
687	Truck medium duty	2004	Ford F250 **	2003	110,781	2016	\$28,380.00
727	Truck light duty	2002	Ford F150 4X4 *	2002	96,989	2016	\$22,498.00
802	Truck light duty	1995	Ford F150	1995	94,157	2016	\$13,566.00
806	Truck light duty	2003	Ford F250 *	2003	94,407	2016	\$24,837.00
814	Truck light duty	2008	Ford F250 *	2007	92,438	2016	\$36,575.00
886	Hydro excavator	2008	Vermeer vac-tron	2008	1190 ***	2016	\$35,286.64
888	Truck medium duty	2000	Ford F350	2000	106,360	2016	\$22,864.00
937	Truck light duty	2001	Ford F150 4X4	2001	95,384	2016	\$24,577.00

* Will be replaced with Ford F-150 2 wheel drive models

** Crew cab truck that is also used for towing

*** Indicates hours

EKA, Inc.

2166-A West Park Court • Stone Mountain, GA 30087

866.498.9316 • 770.498.9316 • 770.498.9318 (fax)

www.EKASales.com



Customer Quote

EKA Quote #	Date	Quote valid until:
4515	7/10/2015	10/31/2015

Name / Address	
City of Colleyville Colleyville, TX	
Solicitation number	DEALER REQUEST

Delivery Address

Contract Number	Payment Terms	F.O.B. terms	Dealer
424-13	NET 30 DAYS	DEST	WITCH

Item / Description	Qty	Price Each	Total
DITCH WITCH FX50-BASIC T4F, Reverse Flow Power Pack #601-132 WATER HOSE REEL SUB ASSY #350-3983 TANK AND SKID 800 GAL #350-4068 GEAR PUMP HYDRAULICS 800 GAL (TIER 4) #350-4070 800 GAL PARTS ASM #601-787 SHUTOFF ASSEMBLY #270-6009 800 GALLON PRODUCTION KIT #350-2460 WATER TANK SUB, 300 GALLON #301-4659 VERTICAL CYCLONE LID #350-3779 CYCLONE ASSEMBLY #350-3915 FILTER STAND (300 GAL WATER) #350-403FILTER ASSEMBLY #150-3675 BULK HOSE, HIGH TEMP (4", SOLD PER INCH) #350-4066 800 GAL VAC BOOM ASS'Y (GEAR PUMP HYD) #350-3706 3" & 4" HOSE AND TOOL RACK #320-800 4" HOSE (25') #319-539 4" SUCTION TOOL (EXTENDABLE) #150-3187 TURBO NOZZLE, 5.5 #025-1006 T18S VAC TRAILER TEXAS BUY BOARD #424-13	1	82,443.14	82,443.14

DUNS: 07-594-9644; TIN: 58-1328598; Cage Code: 2Y851.
We appreciate the opportunity to serve your government business needs.

Total

\$82,443.14



FX50 VACUUM EXCAVATOR



With its outstanding suction and water pressure, the Ditch Witch® FX50 vacuum excavator is made for every phase of your installation project—from damage prevention to cleanup of all types of non-hazardous, non-flammable spills, HDD fluids, and jobsite debris. Plus, numerous options allow you to customize your FX50 for municipal projects such as exercising valves. Every jobsite begins and ends with the FX50.

KEY FEATURES

- 49-hp (36.5-kW) Deutz diesel engine provides ample power for all machine functions.
- FX50 is equipped with an extremely efficient 1020-cfm blower and a powerful water system with a water-pressure capacity of 3000 psi (207 bar) and 5-gpm (19-L/min) flow.
- The FX50's optional reverse flow feature enables the operator to offload spoils quickly and easily.
- The FX50's standard hydraulic tank door opens fully to maximize the efficiency of spoils removal.
- The FX50 is the quietest vac in its horsepower class, for minimal disturbance in noise-sensitive areas and greater operator comfort.
- Fully enclosed, insulated and lockable power pack leads the industry in noise reduction while protecting major components from weather and vandalism.
- A choice of spoils tanks (up to 800 gallons/3028 L) and water tanks (up to 500 gallons/1893 L) to meet the requirements of virtually any size soft excavation or cleanup job.
- Triple filtration system with a cyclone separator cleans the air before it ever reaches the filter, minimizing maintenance.
- Autoclutching feature disengages the water pump when water is not in use, allowing full system power to the blower.
- Water pressure can be adjusted from a curbside operator's station that allows one-person control of all unit functions.

SPECIFICATIONS

FX50	U.S.	METRIC		U.S.	METRIC
300 GAL SPOILS/80 GAL WATER ON T9SE6 or T9SH6			WATER SYSTEM		
Length	222 in	5639 mm	Water tank capacity	80/200/ 300 gal	303/757/ 1136 L
Width	96 in	2184 mm	Water pump flow	5.1 gpm	19.3 Lpm
Height	92 in	2261 mm	Water pump pressure (max)	3000 psi	207 bar
Weight			Electric pump clutch with auto declutch feature		
Empty	7,150 lb	3243 kg	Antifreeze system		
Both tanks full	10,350 lb	4695 kg	Hose length	50 ft	15.3 m
Trailer GVWR	10,000 lb	4536 kg	HYDRAULIC SYSTEM		
Tongue Weight			12V DC power unit		
Empty	1,320 lb	599 kg	Reservoir size	2 gal	7.6 L
Both tanks full	1,195 lb	542 kg	Pressure	2,500 psi	172 bar
Axle rating (each)	5,000 lb	2273 kg	TOOLS		
800 GAL SPOILS/200 GAL WATER ON T18S			Wash wand		
Length	263 in	6680 mm			
Width	100.5 in	2553 mm			
Height	92 in	2337 mm			
Weight					
Empty	9,045 lb	4103 kg			
Both tanks full (water)	17,135 lb	7772 kg			
Trailer GVWR	18,000 lb	8172 kg			
Tongue weight					
Empty	2,325 lb	1055 kg			
Both tanks full (water)	2,235 lb	1014 kg			
Axle rating (each)	8,000 lb	3632 kg			
POWER					
Engine	Deutz D2011L03I				
Fuel	Diesel				
Cooling medium	Oil				
Aspiration	Natural				
Number of cylinders	3				
Displacement	142 in ³	2.33 L			
Bore	3.7 in	94 mm			
Stroke	4.41 in	112 mm			
Manufacturer's gross power rating (SAE J1995)	48.7 hp	36.3 kW			
Rated speed	2800 rpm				
Emissions compliance	EPA Tier 4i, EU Stage IIIa				
Fuel tank capacity	19 gal	71.9 L			
VACUUM SYSTEM					
2-Lobe blower displacement	1020 cfm	28.8 m ³ /min			
Drive type	Belt				
Maximum vacuum	16 in hg	381 mm hg			
Vacuum tank capacity	300/500/ 800 gal	1136/1893/ 3028 L			
Full opening rear door diameter	52 in	1321 mm			
Outlet valve size	6 in	152 mm			
Tank inlet valve size	4 in	102 mm			
Tank dump angle (max)	45°				
Primary shut-off (ball type)	12 in	305 mm			
Filter type	Washable polyester				
Filter area	100 ft ²	9.3 m ²			
Suction hose	4 in	102 mm			



Equipment Replacement Program

Estimated Year of Replacement	Asset Number	Asset Description	Model Year	Make	In Service Date	Current Miles/Hours
2016	678	Truck medium duty	2007	Ford F250	2006	100,767
	687	Truck medium duty	2004	Ford F250	2003	110,781
	727	Truck light duty	2002	Ford F150 4X4	2002	96,086
	802	Truck light duty	1995	Ford F150	1995	94,067
	806	Truck light duty	2003	Ford F250	2003	94,407
	814	Truck light duty	2008	Ford F250	2007	91,111
	888	Truck medium duty	2000	Ford F350	2000	106,360
	937	Truck light duty	2001	Ford F150 4X4	2001	95,053
	886	Vacuum excavator	2008	Vermeer Vactron	2008	1,190
2017	601	Street sweeper	2009	Elgin Whirlwind	2010	44,869
	695	Truck aerial lift	2001	F550 Aerial truck	2002	91,566
	889	Truck super duty	2001	Ford F550	2001	108,732
	511	Heavy equipment tractor	1998	JD 5210	1998	562
	523	Truck light duty	2002	Ford F150	2002	77,785
	538	Equipment reel gang mower	2003	Toro 4500D	2003	1,741
	547	Truck light duty	2000	Ford F150	2000	84,380
2018	526	Truck medium duty	2001	Ford F250	2000	76,339
	548	Equipment zero turn mower	2004	Toro ZT mower	2004	576
	674	Heavy equipment crack sealer	2004	Crafco 125DC	2004	2,408
	693	Truck medium duty	1998	Chevy 2500	1998	81,651
	803	Van medium duty	2008	E350 T.V. van	2008	5,981
	406	SUV administration	2005	Excursion	2005	70,913
2019	531	Grounds equipment	2005	IR 252 Carry All	2005	1,344
	552	Grounds equipment	2005	Toro workman	2005	1,229
	685	Equipment tractor mower	1990	Ford 3930	1990	1,304
	807	Truck light duty	2013	Ford F150	2013	30,590
	672S	Equipment street saw	2005	Target V465D	2005	232
	408	SUV administration	2006	Expedition	2006	63,584
2020	525	Truck medium duty	2001	Ford F250	2000	67,995
	689	Equipment skid steer tractor	2006	New Holland	2006	834
	692	Truck medium duty	2009	Ford F250	2009	53,234
	707	SUV administration	2008	Ford Escape	2008	16,983
	896	Truck heavy duty	2007	Single axle dump	2007	18,343



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4f

Agenda Date 09/15/2015

Number Resolution R-15-3906

Type Resolution

Department Public Works

Title

Approval to purchase six (6) Ford F-150 pickups in the amount of \$125,244, one (1) Ford F-250 crew cab pickup in the amount of \$25,043, and one (1) Ford F-350 crew cab pickup in the amount of \$27,073, from Silsbee Ford, utilizing the Texas Procurement and Support Services Division (TPASS) or the Houston-Galveston Area Council Purchasing Program (HGAC) cooperative purchasing agreements, and authorize the city manager to execute the purchase agreements upon receipt and acceptance of the vehicles, subject to approval of funding in the Fiscal Year 2016 (FY 2016) budget

Strategy Map Connection

B3- Utilize partnerships to implement cost-effective service solutions

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

F2- Invest to provide and maintain high quality public assets

Explanation

Reading and Public Hearing

Approval is requested to purchase eight replacement City vehicles at a total cost of \$177,360. These vehicles have exceeded their useful life and are scheduled for replacement in fiscal year 2016 in the City of Colleyville Equipment Replacement Program (attached). On June 2, 2015, City Council approved attached Resolution R-15-3878 authorizing the disposal of subject vehicles that have exceeded their useful life due to age and/or mileage.

The chart below lists the vehicles being replaced and the vehicles being purchased. The diesel engine vehicles are being replaced with gasoline engine vehicles and with the exception of the crew cab trucks, which will all be replaced with two wheel drive one-half ton pickups. The cost of the vehicles have been negotiated through the Texas Procurement and Support Services Division (TPASS) or the Houston-Galveston Area Council Purchasing Program (HGAC). By utilizing these programs the City is able to take advantage of pre-negotiated pricing.

Vehicle Number	Activity	Vehicle Type	Replacement Type	Cost (\$)	Source
678	Streets	3/4 T Diesel	1/2 T F-150	20,874	TPASS
687	Drainage	3/4 T Diesel Crew Cab	3/4 T F-250 Crew Cab	25,043	HGAC
806	Drainage	3/4 T Diesel	1/2 T F-150	20,874	TPASS
727	Engineering	1/2 T 4x4	1/2 T F-150	20,874	TPASS
802	Fleet	1/2 T 4X2	1/2 T F-150	20,874	TPASS

814	Utilities	3/4 T Diesel	1/2 T F-150	20,874	TPASS
888	Utilities	1T F-350 Crew Cab	1 T F-350 Crew Cab	27,073	HGAC
937	Building Inspection	1/2 T 4x4	1/2 T F-150	20,874	TPASS

The new trucks should be delivered in October, at which time an auction will be held to dispose of all surplus equipment that has been previously authorized for disposal by attached Resolution R-15-3878.

Financial Impact

Funding for these replacement vehicles is available in the Equipment Replacement Fund for the streets, fleet, and building inspection vehicles, and funds have been budgeted in the Drainage Fund and the Utility Fund for the other vehicles.

Recommendation

Approve

Attachments

1. Equipment Replacement Program
2. Price quotation from Silsbee Ford for six 1/2 T F-150 pickups
3. Price quotation from HGAC for one Ford 3/4 T F-250 crew cab pickup
4. Price quotation from HGAC for one Ford 1 T F-350 crew cab pickup
5. Resolution R-15-3878

Equipment Replacement Program

Estimated Year of Replacement	Asset Number	Asset Description	Model Year	Make	In Service Date	Current Miles/Hours
2016	678	Truck medium duty	2007	Ford F250	2006	100,767
	687	Truck medium duty	2004	Ford F250	2003	110,781
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	692	Truck medium duty	2009	Ford F250	2009	53,234
	707	SUV administration	2008	Ford Escape	2008	16,983
	896	Truck heavy duty	2007	Single axle dump	2007	18,343

SILSBEE FORD

Government and Commercial Sales

1211 U.S. Highway 96 North Silsbee TX 77656 Phone: (409) 895-3800

Date: 7/23/2015

Prepared by: Richard Hyder
direct phone: (409) 300-1385
email: rhyder.cowboyfleet@gmail.com

Prepared for: City of Colleyville
Tim Mathis
phone:
fax:
email: tmathis@colleyville.com

Proposal:	# of items	Description	Price	Extension
	6	2015 Ford F150 supercab 4x2 6.5' bed per TPASS contract 072-A1 Series 862B	\$ 20,874.00	\$ 125,244.00
		Additional Fleet options:		
	6	vinyl seating 40/20/40	\$ -	\$ -
	6	3.5L V6 gas	\$ -	\$ -
ALL VEHICLES SUBJECT TO AVAILABILITY			TOTAL:	\$ 125,244.00

Notes: Please call if you have any questions. Thank you



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

VE11-13

Date
Prepared:

7/23/2015

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF COLLEYVILLE	Contractor:	SILSBEE FORD
Contact Person:	TIM MATHIS	Prepared By:	RICHARD HYDER
Phone:		Phone:	(409) 300-1385
Fax:		Fax:	(409) 985-3884
Email:	TMATHIS@COLLEYVILLE.COM	Email:	RHYDER.COWBOYFLEET@GMAIL.COM

Product Code:	D23	Description:	2016 FORD F250 CREW CAB
---------------	-----	--------------	-------------------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 22,469.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
W2A F250 CREW 4X2 SWB 6.5' BED	\$ 1,195.00		
6.2L V8 GAS	\$		
52B TRAILER BRAKE CONTROLLER	\$ 254.00		
Z1 WHITE	\$		
AS INTERIOR VINYL 40/20/40	\$		
		Subtotal From Additional Sheet(s):	\$ -
		Subtotal B:	\$ 1,449.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
DELIVERY 300 MILES	\$ 525.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$ 525.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

2%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 24,443.00	=	Subtotal D:	\$ 24,443.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

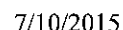
Subtotal E: \$ 600.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	\$ -

Delivery Date: 60-90 DAYS

G. Total Purchase Price (D+E+F): \$ 25,043.00



G. Total Purchase Price (D+E+F):	\$ 27,073.00
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RESOLUTION R-15-3878

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF
JUNE 2, 2015**

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

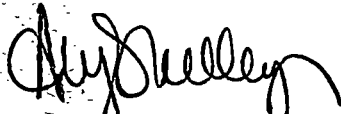
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF COLLEYVILLE, TEXAS:**

- 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 May 12, 2015
 - b. Approval of the minutes of the Special City Council meeting of May 19, 2015
 - c. Approval of the disposal of obsolete and nonserviceable vehicles and equipment

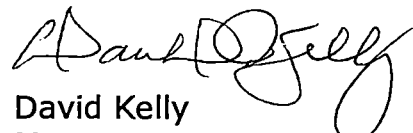
AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS, AND 0
ABSTENTIONS ON THIS THE 2ND DAY OF JUNE 2015.

ATTEST:


Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE


David Kelly
Mayor

Equipment Auction List

Asset Number	Asset Description	Model	Asset Make	In Service Date	Miles / Hours	Year of Replacement	Original Purchase Cost
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* Will be replaced with Ford F-150 2 wheel drive models

** Crew cab truck that is also used for towing

*** Indicates hours



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4g

Agenda Date 09/15/2015

Number Resolution R-15-3906

Type Resolution

Department Library

Title

Approval of the disposal of surplus, damaged, worn and outdated library books, audiovisual items, DVDs and CDs, and non-book materials, learning games, and puzzles

Strategy Map Connection

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

C2- Deliver high quality and unique customer service

B3- Utilize partnerships to implement cost-effective service solutions

B2- Proactively seek process improvements and sustainable solutions

Explanation

Reading and Public Hearing

The City of Colleyville Purchasing Manual requires the City Council to designate surplus property and salvage items before said property can be removed from inventory and disposed of by public auction or other approved means. The Colleyville Public Library has approximately 1,614 books, audiovisual items, DVDs and CDs, and non-book materials, learning games, and puzzles, from the library's collection, that are surplus, damaged, worn and outdated, and are recommended for disposal. The withdrawn books, audiovisual items, and non-book materials will be donated to the Friends of the Colleyville Public Library. Saleable items will be sold in their used book sales, with proceeds from the used book sales being donated to the Colleyville Public Library. Since 2003, the Friends of the Colleyville Public Library have donated approximately \$184,159 to the Colleyville Public Library, through their book sales and other fundraising efforts.

Financial Impact

The sale of these items will provide revenue for the Colleyville Public Library through donations by the Friends of the Colleyville Public Library.

Recommendation

Approve

Attachments



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4h

Agenda Date 09/15/2015

Number Resolution R-15-3906

Type Resolution

Department Library

Title

Approval of the use of the Voluntary Library Fund in Fiscal Year 2016 (FY 2016), for the purchase of library materials, collection processing supplies, and library programs, in an amount not to exceed \$145,000

Strategy Map Connection

B1- Seek innovative technology solutions where appropriate

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

C2- Deliver high quality and unique customer service

Explanation

Reading and Public Hearing

Attached Resolution R-03-2237 provides for the Voluntary Library Fund to be used for the purpose of the development and improvement of library programs and services, and for approved library programs and capital items, including collection development (books, DVDs, CDs, digital, and other materials). In October 2006, City Council approved attached Resolution R-06-2768, which increased the monthly Voluntary Library Fund contribution amount from \$1.00 to \$2.00 per month.

The Fiscal Year 2016 (FY 2016) Colleyville Public Library budget includes use of the Voluntary Library Fund for the purchase of collection materials, collection processing supplies, and library programs. On August 10, 2015, the Colleyville Public Library Board unanimously approved the use of the Voluntary Library Fund for the purchase of library collection materials, collection processing supplies, and library programs, in an amount not to exceed \$145,000.

Financial Impact

Funds are available in the Voluntary Library Fund, in the amount of \$312,288, as of July 31, 2015, per the attached Financial Status of Voluntary Library Fund at July 31, 2015.

Recommendation

Approve

Attachments

1. Financial Status of Voluntary Library Fund at 7-31-2015
2. Resolution R-03-2237
3. Resolution R-06-2768

FINANCIAL STATUS OF VOLUNTARY LIBRARY FUND AT 7-31-2015

FUND BALANCE AT 9-30-2014:

\$404,102

FY 2015 REVENUE

Donations:	PROJECTED	ACTUAL
October	\$13,293	\$13,293
November	\$11,901	\$11,901
December	\$14,843	\$14,843
January	\$12,886	\$12,886
February	\$12,964	\$12,964
March	\$10,945	\$10,945
April	\$10,717	\$10,717
May	\$12,505	\$12,505
June	\$11,913	\$11,913
July	\$12,723	\$12,723
August	\$12,733	\$0
September	\$12,743	\$0
Total Donations	\$150,167	\$124,691
Interest income Received	\$913	\$913
TOTAL	\$151,080	\$125,604

FY 2015 EXPENDITURES

	RECOMMENDED (BOARD)	APPROVED (COUNCIL)	EXPENDED YEAR-TO-DATE
BOOKS AND PROCESSING MATERIALS			
FY 2014 BALANCE OF AUTHORIZATION	\$47,418	\$47,418	\$47,418
FY 2015 AUTHORIZATION-LONG RANGE PLANNING	\$25,000	\$25,000	\$0
FY 2015 AUTHORIZATION	\$145,000	\$145,000	\$81,239
TOTAL	\$217,418	\$217,418	\$128,657

AVAILABLE FUND BALANCE AT 7-31-2015 (COUNCIL APPROVED)

\$312,288

PROJECTED AVAILABLE FUND BALANCE AT 9-30-2015 (COUNCIL APPROVED)

\$337,764

RESOLUTION R-03-2237

**A RESOLUTION ESTABLISHING THE ALLOWED USES OF THE
VOLUNTARY LIBRARY FUND**

WHEREAS, the mission of the Colleyville Public Library is to provide cultural, educational, intellectual and recreational resources in an inviting environment to enhance the quality of life for all ages; and

WHEREAS, the City of Colleyville can anticipate continued growth in the demand for library programs and services; and

WHEREAS, it is the opinion of the City Council that the best interest of the citizens of Colleyville will be served by providing for a voluntary library fund; and

WHEREAS, the City Council has established the Colleyville Public Library Board and this Board shall serve as a recommending body to the City Council for the use of the Voluntary Library Fund.

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

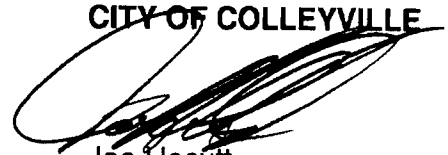
- Sec. 1. THAT a voluntary library fund has been established for the purpose of the development and improvement of library programs and services; and said fund can be used for approved library programs and capital items, including collection development (books and materials) and other items as desired by the City Council; however, said fund will not be used to provide for ongoing library maintenance and operations.
- Sec. 2. THAT the voluntary library fund is funded through a voluntary donation of one (\$1) per month from the citizens of Colleyville.
- Sec. 3. THAT this fee is listed with the Library Donation Fund as a separate entry on the Colleyville residents' water bills and is in all ways strictly voluntary.

AND SO IT IS RESOLVED.

PASSED BY A VOTE OF 5 AYES, 0 NAYS AND 0 ABSTENTIONS ON THIS
THE 7th DAY OF October 2003.

ATTEST:


Cynthia Singleton, TRMC
City Secretary

CITY OF COLLEYVILLE

Joe Hocutt
Mayor

RESOLUTION R-06-2768

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEYVILLE,
TEXAS, INCREASING THE VOLUNTARY LIBRARY FUND CONTRIBUTION
AMOUNT**

WHEREAS, the City Council previously created the Voluntary Library Fund; and

WHEREAS, in order to enhance the services at the Colleyville Public Library,
the Colleyville Library Board has asked to increase the monthly
Voluntary Library Fund contribution amount.

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

Sec. 1. THAT the voluntary donation amount to the Voluntary Library Fund
is increased to two (\$2) per month from the citizens of Colleyville.

Sec. 2. THAT this Resolution shall take effect November 1, 2006.

AND IT IS SO RESOLVED.

PASSED BY A VOTE OF 7 AYES, 0 NAYS AND 0 ABSTENTIONS ON
THIS THE 17th DAY OF October 2006.

ATTEST:



Cynthia Singleton, 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

Agenda Number 4i

Agenda Date 09/15/2015

Number Resolution R-15-3906

Type Resolution

Department Parks and Recreation

Title

Approval to renew the Grounds Maintenance Mowing Contract with Whitmore and Sons, Inc., in an amount not to exceed \$142,483.16, and authorize the city manager to execute same, and any associated change orders, in an amount not to exceed \$25,000, subject to the approval of funding in the Fiscal Year 2016 (FY 2016) budget

Strategy Map Connection

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

F2- Invest to provide and maintain high quality public assets

Explanation

Reading and Public Hearing

On September 21, 2010, City Council approved a bid award for the Grounds Maintenance Mowing Contract, in the amount of \$126,090, with Whitmore and Sons, Inc. The contract contains an option to renew for five (5) additional one (1) year periods, with pricing not to exceed the consumer price index (CPI) of the Dallas/Fort Worth standard metropolitan area, for the previous 12 month period. The initial contract period expired September 30, 2011. City Council approved the first year renewal option on September 20, 2011, and the second year option on September 18, 2012. At the meeting on September 17, 2013, City council approved the third year renewal option, and at the meeting on September 16, 2014, City Council approved the fourth renewal option.

Mowing frequencies were increased from Fiscal Year 2012 (FY 2012) to enhance the service level for FY 2013. Most City properties, which were allocated 24 maintenance cycles annually, were increased to 28 maintenance cycles annually. A total of 22 properties received enhanced service levels during FY 2013. In FY 2014, a change order to the existing contract was made in the amount of \$3,360 for maintenance of the grounds around the monument signs located at 7150 Colleyville Boulevard, 4551 Colleyville Boulevard, 305 W. Glade Road, and 6900 Pool Road. These properties will each receive 28 maintenance cycles. As seen in the table below, there was a single change order made in FY 2015, which increased the area of service at 7150 Colleyville Boulevard and added the property at 7201 Colleyville Boulevard to the contract. This change order brought the FY 2015 contract total to \$142,483.16.

Staff recommends renewal of the Grounds Maintenance Mowing Contract for the fifth, and final, year option with Whitmore and Sons, Inc. Staff contacted Whitmore

and Sons, Inc. and confirmed the intent to renew the contract for FY 2016, with all pricing to remain the same as FY 2015.

Annual Contract Overview	
Initial Contract (FY 11) contract price	\$ 126,090.00
Renewal 1 (FY 12) contract price	124,312.59
Renewal 2 (FY 13) contract price	137,980.29
Renewal 3 (FY 14) contract price	141,340.29
Renewal 4 (FY 15) contract price	140,513.96
FY 15 Change Order	1,969.20
Renewal 5 (FY 16) proposed contract price	\$142,483.16

The scope of services for this contract include mowing, edging, trimming, and debris removal of medians, trails, parks, and public buildings throughout the City.

Financial Impact

Funding in the amount of \$142,483.16 has been allocated in the proposed FY 2016 Parks Maintenance, 001-32-10-6226, Miscellaneous Contractual Services.

Recommendation

Approve

Attachments

1. Mowing Contract FY 2016 Renewal Prices

MOWING CONTRACT FY 2016 RENEWAL PRICES

Properties to be maintained

Annual Contract Extension with any proposed price change increase shall not exceed the consumer price index of the Dallas / Fort Worth standard metropolitan area for the previous twelve-month period.

Price changes should reflect changes in the number of mowing cycles and/or updates in property perimeters for mowing cycles during FY 2016. No price increase requested.

Area One - Common Areas / Medians

Manicured / Irrigated turf areas

PROPERTY	NUMBER OF CYCLES	COST PER CYCLE	INITIAL CONTRACT TOTAL COST
Colleyville Center	36	154.95	5,578.20
Justice Center	36	185.94	6,693.84
Bogart ROW	28	69.00	1,932.00
Bransford Park	26	103.50	2,691.00
Bransford / Center Park Medians	28	41.75	1,169.00
City Hall / Library	28	51.75	1,449.00
City Park	28	690.00	19,320.00
Central Fire Station	28	103.50	2,898.00
Fire Station 2	28	51.75	1,449.00
Fire Station 3	28	51.75	1,449.00
Hall-Johnson Road / Riverwalk Drive / Bogart Drive	28	212.50	5,950.00
Heritage Medians	28	95.30	2,668.40
Kimzey Park	28	207.00	5,796.00
McDonwell School Road Trail	28	103.50	2,898.00
McPherson Park (10.35 acres)	28	287.50	8,050.00
Bluebonnet Rd (adjacent to Kingswood Addition)	24	45.00	1,080.00
Pleasant Run Practice Facility	27	207.00	5,589.00
Pleasant Run Soccer Complex	28	299.00	8,372.00
Reagan Park	28	69.00	1,932.00
Senior Center (1.2 acres)	28	103.50	2,898.00
Sparger Park	28	207.00	5,796.00
Westmont Trail	28	69.00	1,932.00
Woodbriar Park	28	69.00	1,932.00
		TOTAL COST:	\$99,522.44

Properties to be maintained

Page 2

Area Two – Common Areas / Medians

Manicured / Non-irrigated turf areas

PROPERTY	NUMBER OF CYCLES	COST PER CYCLE	INITIAL CONTRACT TOTAL COST
Bidault House (add .75 acres)	28	92.97	2,603.16
Monument Sign 7150 Colleyville Blvd.	28	30.00	840.00
Monument Sign 4551 Colleyville Blvd.	28	30.00	840.00
Monument Sign 305 W. Glade Road	28	30.00	840.00
Monument Sign 6900 Pool Road	28	30.00	840.00
Castleton Trail	18	46.48	836.64
Cotton Belt Trail	18	216.93	3,904.74
Cotton Belt Trail – Phase II	18	134.29	2,417.22
Fire Station 1	18	30.99	557.82
Glade Road	18	30.99	557.82
LD Lockett Park	18	46.48	836.64
Longwood Drive/Broad oak Way	18	92.97	1,673.46
McCain Park	18	46.48	836.64
McPherson Park (11.53 acres)	18	154.95	2,789.10
Nature Center	18	413.20	7,437.60
Pleasant Run and Hwy 26 (Lot)	18	30.99	557.82
Riley Cemetery	18	46.48	836.64
Senior Center (8 acres)	18	185.94	3,346.92
Shalimar Court	18	46.48	836.64
Cottonbelt Railroad R-O-W	9	844.74	7,602.66
7120 Colleyville Blvd.	9	48.00	432.00
Cotton Belt Trail – Phase III	28	54.90	1537.20
		TOTAL COST:	\$42,960.72

WORKSHEET PAGE NUMBER	TOTAL COST (BOTTOM LINE TOTAL OF WORKSHEET)
Area One – Irrigated Turf Areas – Page 1	\$99,522.44
Area Two - Non-Irrigated Turf Areas - Page 2	\$42,960.72
GRAND TOTAL	\$142,483.16

New Contract Mowing Prices for FY 2016 Submitted By:

Company Name: _____

Signature of Company Representative: _____

Please Print Name of Company Rep.: _____



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4j

Agenda Date 09/15/2015

Number Resolution R-15-3906

Type Resolution

Department Parks and Recreation

Title

Approval of a contract renewal for the Horticultural Grounds Maintenance Contract to the Lawn Firm, in an amount not to exceed \$162,324, and authorize the city manager to execute the contract, and any associated change orders, in an amount not to exceed \$25,000, subject to the approval of funding in the Fiscal Year 2016 (FY 2016) budget

Strategy Map Connection

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

F2- Invest to provide and maintain high quality public assets

Explanation

Reading and Public Hearing

On September 18, 2012, the City Council awarded the bid for the Horticulture Grounds Maintenance Contract, to the Lawn Firm, in the amount of \$145,734. The contract included an option to renew for five (5) additional one (1) year periods, not to exceed the consumer price index (CPI) of the Dallas/Fort Worth standard metropolitan area, for the previous 12 month period.

At the September 17, 2013, meeting City Council approved the renewal of the contract for the first option year, FY 2014, with the Lawn Firm for a total net contract amount of \$145,734. At the September 16, 2014, meeting City Council approved the renewal of the contract for the second option year for a total net contract amount of \$147,189.

In Fiscal Year 2014, the City executed a change order in the amount of \$1,455 to the contract to add the John McCain Road/Pleasant Run Road roundabout landscaped bed to the contract. As seen in the table below, change orders totaling \$15,135 were executed in FY 2015. These change orders added maintenance to the medians along Church Street, to the roundabout at the intersection of Jackson Road and Cheek-Sparger Road, to the City Hall grounds, and to City Park.

Staff recommends renewal of the Horticulture Grounds Maintenance Contract for the third year option with the Lawn Firm for a total net contract amount of \$162,324. There are no price increases for FY 2016.

Annual Contract Overview	
Initial Contract (FY 13) contract price	\$ 145,734.00
Renewal 1 (FY 14) contract price	145,734.00
Renewal 2 (FY 15) contract price	147,189.00
FY 15 Change Order(s)	15,135.00
Renewal 3 (FY 16) proposed contract price	\$ 162,324.00

The scope of services for this contract includes:

- Bed weeding
- Pre and post weed control
- Shrub, tree, and ground cover pruning
- Mulching of beds
- Installation of seasonal color
- Fertilization
- Insect control

The Horticulture Grounds Maintenance Contract includes horticulture practices, annual color changes, and required chemical application services for the period of October 1, 2015 through September 30, 2016.

The attached FY 2016 Property Chart is a summary of annual costs to maintain individual properties.

Financial Impact

Funds have been allocated in the proposed FY 2016 budget in the Park Maintenance Miscellaneous Contractual Services, 001-32-10-6226, to provide services from October 1, 2015 through September 30, 2016, in the amount of \$162,324.

Recommendation

Approve

Attachments

1. FY 2016 Property Chart

FY 2016 Property Chart

Property Maintained	Cost
Entry Sign Landscape Bed Number 1 7150 Colleyville Boulevard	\$816
Entry Sign Landscape Bed Number 2 4551 Colleyville Boulevard	\$816
Entry Sign Landscape Bed Number 3 305 W. Glade Road	\$774
Entry Sign Landscape Bed Number 4 3829 Glade Road	\$1,325
Entry Sign Landscape Bed Number 5 1101 W. McDonwell School Road	\$795
Entry Sign Landscape Bed Number 6 6900 Pool Road	\$795
Entry Sign Landscape Bed Number 7 5700 Pool Road	\$795
Riverwalk Medians and ROW	\$3,866
Bogart Road Median and ROW From Hall-Johnson to Pleasant Run	\$3,734
Bransford Park 405 Bransford Road	\$2,144
Bransford/Centerpark Medians and ROW	\$348
City Hall / Library 100 Main Street	\$9,349
City Park 5205 Bransford Road	\$35,472
Colleyville Center 5301 Riverwalk Drive	\$11,508
Cottonbelt Trail Hurst city limits to North of John McCain Road	\$1,920
Central Fire Station 5209 Colleyville Boulevard	\$1,194
Fire Station Number 1 1900 Hall-Johnson Road	\$294
Fire Station Number 2 5212 Pool Road	\$540
Fire Station Number 3 312 W. McDonwell School Road	\$550
Glade Road Medians Heritage Avenue to Auburndale Avenue	\$5,404
Glade / Pool Road Traffic Circle Median	\$1,285
Hall-Johnson Road Medians and ROW	\$9,078
Heritage Medians	\$174
Justice Center	\$5,228
Kimzey Park	\$5,538
LD Lockett Park	\$1,405

FY 2016 Property Chart

McPherson Park	\$13,581
Bidault House	\$809
Nature Center	\$1,207
Pleasant Run Soccer Complex	\$14,647
Pleasant Run Practice Facility	\$3,854
Reagan Park	\$1,803
Senior Center	\$6,260
Sparger Park	\$1,650
Westmont Trail	\$666
Woodbriar Park	\$770
John McCain Road / Pleasant Run Road Roundabout Bed	\$1,455
Church Street medians	\$8,105
Jackson Road / Cheek-Sparger Road Roundabout	\$2,370
Total	\$162,324

Grand Total	\$162,324
<u>Contract renewal mowing prices for FY 2016 submitted by:</u> Company Name: _____ Signature of Company Representative: _____ Printed Name of Company Representative: _____	



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4k

Agenda Date 09/15/2015

Number Resolution R-15-3906

Type Resolution

Department City Manager

Title

Approval of first amendment to the Regional Municipal Court Judge Agreement

Strategy Map Connection

C2- Deliver high quality and unique customer service

B3- Utilize partnerships to implement cost-effective service solutions

Explanation

Reading and Public Hearing

On September 2, 2014, the cities of Colleyville and Keller appointed Sara Jane del Carmen as the Regional Municipal Court Judge for a two year term effective October 1, 2014, and also appointed her as Associate Municipal Court Judge for the period of September 15-30, 2014 per the attached Resolution R-14-3777. The attached Regional Municipal Court Judge Agreement was executed on September 17, 2014, and stipulates that "No later than 30 days prior to the annual appointment date, the Regional Municipal Court Judge shall prepare annual self-evaluation performance reviews for examination by the City of Colleyville City Council and the City of Keller City Council."

The Municipal Court Review and Selection Committee, consisting of the Mayors and two City Councilmembers from both Colleyville and Keller, met with Judge del Carmen on August 19, 2015, to review her first year as the judge for the Regional Municipal Court. The Committee was pleased with the judge's performance during the first year and recommends a one-time five percent pay adjustment to be split evenly between Colleyville and Keller. The First Amendment to the Regional Municipal Court Judge Agreement is attached for City Council consideration.

Financial Impact

Funding in the amount of \$2,600, is available in the current fiscal year budget.

Recommendation

Approve

Attachments

1. Resolution R-14-3777
2. Regional Municipal Court Judge Agreement
3. First Amendment to Regional Municipal Court Judge Agreement

RESOLUTION R-14-3777

**A RESOLUTION APPOINTING A REGIONAL MUNICIPAL COURT JUDGE
IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF
COLLEYVILLE, TEXAS CHARTER, SECTION 8.02 AND
WITH EXHIBIT "A" OF THE INTERLOCAL AGREEMENT FOR
COMBINED MUNICIPAL COURT SERVICES FOR THE CITIES OF
COLLEYVILLE AND KELLER**

WHEREAS, the Interlocal Agreement for Combined Municipal Court Services for the cities of Colleyville and Keller, Exhibit "A", provided for the selection of a Regional Municipal Judge; and

WHEREAS, Section 8.02 of the City of Colleyville, Texas Charter states that "The Judge of the Municipal Court shall be appointed by the City Council to serve at the discretion of the City Council. He shall be an attorney licensed and practicing in the State of Texas, and shall receive such salary as may be fixed by the City Council. In case of the disability or absence of the Judge of the Municipal Court, the City Council shall appoint a qualified person to act in his place.

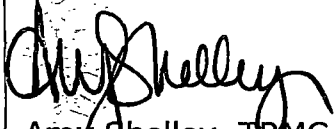
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF COLLEYVILLE, TEXAS:**

- Sec. 1. THAT the above findings are hereby found to be true and correct and are incorporated herein in their entirety.
- Sec. 2. THAT the City Council of the City of Colleyville, Texas in accordance with the Interlocal Agreement for Combined Municipal Court Services for the cities of Colleyville and Keller, Exhibit "A", hereby appoints Sara Jane del Carmen as the City of Colleyville Municipal Court Judge for the City of Colleyville Municipal Court of Record for a period of two years effective October 1, 2014, and is hereby also appointed as Associate Municipal Court Judge for the period of September 15-30, 2014.
- Sec. 3. THAT the Mayor is authorized to sign the Regional Municipal Court Judge agreement.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS
THE 2ND DAY OF SEPTEMBER 2014.

ATTEST:



Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

Exhibit A

Colleyville and Keller recognize that the combined Municipal Court will operate most efficiently with the appointment of a single Municipal Court Judge, and the parties will endeavor to achieve that goal. That said, Colleyville and Keller reserve the right to select and/or remove their Municipal Court Judge in accordance with their applicable Charter provisions. A municipal judge review and selection committee consisting of both Mayor's and two duly appointed City Council members from each City will formulate a process for obtaining and assessing candidates for the Municipal Court Judge position. The current Judges for Colleyville and Keller will be invited to submit their candidacy for the combined Court. Upon the conclusion of such process, the Committee shall make a recommendation to the full Colleyville and Keller City Councils for the selection of the Municipal Court Judge. If such candidate is approved by both the Colleyville and Keller City Councils, that candidate shall serve as the Municipal Court Judge for the combined Municipal Court for an initial term of two (2) years. In the event the candidate is not approved by both Colleyville and Keller, the matter shall be referred back to the standing committee for the recommendation of an alternative appointment. In the event such alternative appointment is not approved by both Colleyville and Keller, then this issue shall be sent to dispute resolution pursuant to Section 9 of the Agreement. Any renewals of term or approval of a replacement Judge will be subject to this process.

Upon appointment, the Municipal Court Judge will be responsible for all judicial services for the combined Court, including but not limited to the following: adjudication of all cases, plea dockets, trial dockets (both before the court and jury trials), property hearings, arraignments, emergency protective order hearings, dangerous dog hearings, warrant issuance (including search, arrest, and blood warrants), juror notification, setting of bonds, other judicial proceedings and magistrate services. The Municipal Judge shall propose to the standing committee a temporary replacement(s) who shall perform the duties of the Municipal Judge in his/her absence. In the event either Colleyville or Keller objects to the proposed temporary replacement Judge(s), the Municipal Court Judge must propose an alternative replacement(s) until such replacement(s) is approved by both Colleyville and Keller. If for any reason, the Municipal Court Judge is unable to attend to their duties on a given date, the Judge must notify the Court Administrator. Any temporary replacement Judge will be compensated by the Municipal Court Judge out of his/her salary.

The standing committee shall recommend an annual salary for the Municipal Judge to be considered by the respective City Councils and if approved incorporated into the employment contract of the Municipal Judge.

REGIONAL MUNICIPAL COURT JUDGE AGREEMENT

On the 2nd day of September, 2014, the City Council of the City of Colleyville appointed Sara Jane del Carmen to serve as the Municipal Court Judge for the municipal court of record for the City of Colleyville contingent upon the execution of this Regional Municipal Court Judge Agreement (the "Agreement"). On the 2nd day of September, 2014, the City Council of the City of Keller appointed Sara Jane del Carmen to serve as the Municipal Court Judge for the municipal court of record for the City of Keller contingent upon the execution of this Agreement. This Agreement between the City of Colleyville, the City of Keller, and Sara Jane del Carmen shall become effective September 17, 2014 upon the acceptance of the following terms and conditions for such professional services as evidenced by the signature of the parties.

Appointment

- a. The Regional Municipal Court Judge is appointed for a two (2) year term of office to commence on October 1, 2014. During that time, the Regional Municipal Court Judge shall serve as Presiding Judge over the Colleyville and Keller Municipal Courts of Record in accordance with Section 30.00007 of the Texas Government Code. Additionally, Sara Jane Del Carmen shall serve as an Associate Municipal Court Judge beginning September 17, 2014, and through September 30, 2014, to assist in her transition to serving as the Regional Municipal Court Judge. The Regional Municipal Court Judge may be removed from office only as provided by law. The removal of the Regional Municipal Court Judge by either the City of Colleyville or the City of Keller shall be mutually effective to terminate this Agreement. In the event of removal, there shall be no other liability to the Cities of Colleyville and Keller.
- b. The Regional Municipal Court Judge is an appointee of the City Council of Colleyville and the City Council of Keller from whom only broad, general guidance is received. The Regional Municipal Court Judge shall exercise direct supervision over the Associate Municipal Court Judge(s). The Regional Municipal Court Judge shall have all authority vested under law and shall undertake her duties fairly, impartially, independently, and without supervision. The Cities of Colleyville and Keller do not have the right to exercise control over the details of the Regional Municipal Court Judge's work.
- c. The Regional Municipal Court Judge shall be responsible for obtaining the services of an Associate Judge(s) and assigning substitute Judges to act in her absence in accordance with Section 30.00007(a)(4) of the Texas Government Code. The Associate Judge(s) are subject to the appointment by the City Council Committee in accordance with State law. The Associate Judge position shall not be vacant during the term of the Regional Municipal Court Judge for more than 60 consecutive days. All compensation due the Associate Judge(s) will be paid by the Regional Municipal Court Judge.
- d. The Regional Municipal Court Judge and any Associate Municipal Court Judge(s) are required to keep abreast of State law and local ordinances, including State mandated fees, as applicable to Texas Municipal Courts, as well as criminal laws applicable to magistrate duties, and issuance of warrants. Although a recognized function of judicial discretion, the Regional Municipal Court Judge agrees to adjudicate consistently and within all applicable legal standards. The Regional Municipal Court Judge must be an attorney licensed by the Texas Supreme Court, and must remain in good standing with the State Bar of Texas at all

times during the term of this Agreement. The Regional Municipal Court Judge must attend the minimum required Texas Judicial Continuing Legal Education, including, but not limited to, the annual judge's training, at no additional cost to the City of Colleyville and the City of Keller.

- e. For the duration of this Agreement, the Regional Municipal Court Judge shall provide best efforts to respond physically, verbally or electronically within 30 minutes or as may be warranted for purposes of arraignments, warrants, and the like.
- f. The Regional Municipal Court Judge shall fully adhere to the Texas Code of Judicial Conduct and all other statutory and constitutional requirements of office.

Municipal Court

- a. Court dockets for adult and juvenile cases shall be scheduled as designated by the Regional Municipal Court Judge in coordination with the Municipal Court Administrator in order to facilitate optimal court efficiency in support of the cities of Colleyville and Keller's customer service values. The Regional Municipal Court Judge agrees that she is not required to maintain any specific schedule.
- b. The Regional Municipal Court Judge shall operate court proceedings, including but not limited to, court technology and court security, within the allocated budget and staffing as approved by the City Councils of the cities of Colleyville and Keller.
- c. Essential and other responsibilities and duties include, but are not limited to, the following:
 - 1. The Regional Municipal Court Judge shall preside over court dockets and trials (Class C Misdemeanors, City ordinances, traffic violations, criminal misdemeanor, property matters, criminal jury and non-jury trials, pre-trial conferences, juvenile warnings, and other cases appropriately tried in Municipal Court).
 - 2. Preside over jury and non-jury cases and levy fines commensurate with the violation in such manner to preserve equity and uniformity in the application of existing laws and ordinances.
 - 3. Be available (or designated Associate Judge(s)) on a 24/7 basis to review and/or sign search, arrest and blood warrants, appeal bonds, prisoner transfer documentation, etc.
 - 4. Coordinate court activities with Municipal Court Administrator, City Attorney and/or City Prosecutors, and other city departments.
 - 5. Conduct hearings (property, emergency protective order, dangerous dog, etc.).
 - 6. Provide arraignment duties as needed and shall be available for magistrate services within a reasonable time after notice by the Municipal Court Administrator or Police Department.
 - 7. Ensure two (2) daily (AM and PM) arraignments, or as may be needed, at the Regional Holding Facility in Keller.
 - 8. Collaborate with the City Council Committee (as defined in the Interlocal Agreement between the cities of Colleyville and Keller) and applicable city department(s) to ensure policies and orders are within the parameters of state law but also consistent with the values of the communities and needs of other departments.

9. Any duties or responsibilities of a municipal court Judge pursuant to and consistent with State law.
- d. All court documents including, but not limited to: disposition sheets, judgment forms, court orders, bond forfeitures must be properly completed. The Regional Municipal Court Judge shall ensure that all documents are properly completed to ensure the enforceability of same and that no information is omitted on judgments, orders, Adult Warning Sheets, Request for Counsel, or other documentation.
- e. The Regional Municipal Court Judge may be called upon to perform all services and duties, as they relate to arraignment customarily performed by the Judge or Magistrate of a municipal court of record in the State of Texas.
- f. The Regional Municipal Court Judge shall become proficient within 90 days of appointment in the use of the Court software(s) and/or technology. The Regional Municipal Court Judge shall be provided a reasonable level of training for such software and technology.
- g. The Regional Municipal Court Judge will serve as an official for the City of Colleyville and the City of Keller and will be afforded all protections of the applicable City Charter and insurance policy(ies). In addition, the Regional Municipal Court Judge shall retain all protections and immunities provided by State Constitution and law.

Compensation and Evaluation

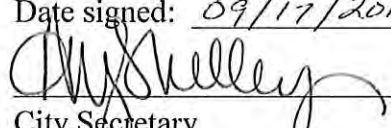
- a. As compensation for all required services, as outlined herein, the City agrees to pay the Regional Municipal Court Judge \$4,000.00 bi-weekly fee which equates to total annual fees of \$104,000.00. No other compensation or benefits shall be paid to the Regional Municipal Court Judge, and the Regional Municipal Court Judge shall receive no health or death benefits, or accrue sick or vacation leave, or any other benefits.
- b. It is the intention of the parties that the Regional Municipal Court Judge shall be an independent contractor and not an employee of either City for all purposes, including but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Act, provisions of the Internal Revenue Code. The Cities will not pay for or provide Workers Compensation Insurance on the Regional Municipal Court Judge. The Regional Municipal Court Judge shall pay federal self-employment taxes upon amounts received under this Agreement.
- c. Parties shall comply with all provisions of the Internal Revenue Code, as amended.
- d. The term of this Agreement shall be for a period of two years and fifteen days, commencing on the effective date of September 15, 2014, unless otherwise terminated in advance. The compensation provided for above shall cease immediately upon the expiration or termination of this Agreement, the resignation of the Regional Municipal Court Judge, or

any other circumstance which prevents the Municipal Court Judge from performing their duties.

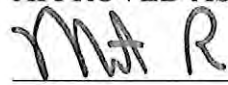
- e. The Regional Municipal Court Judge shall meet with the City Council Committee on a quarterly basis for the first year and at least annually thereafter on an on-going basis to assess performance and foster communication.
- f. The Regional Municipal Court Judge shall collaborate with the City Council Committee within 90 days of appointment to establish judge specific performance benchmarks regarding the effectiveness and productivity of the court, which may be amended from time to time as needed.
- g. No later than 30 days prior to the annual appointment date, the Regional Municipal Court Judge shall prepare annual self-evaluation performance reviews for examination by the City of Colleyville City Council and the City of Keller City Council.

CITY OF COLLEYVILLE

By: 
Mayor David Kelly

Date signed: 09/17/2014

City Secretary

APPROVED AS TO FORM AND LEGALITY:


City Attorney

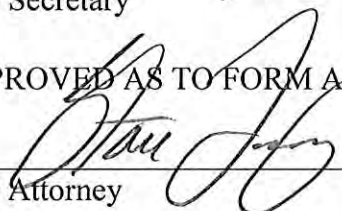
CITY OF KELLER

By: 
Mayor Mark Mathews

Date signed: 9/23/2014

City Secretary

APPROVED AS TO FORM AND LEGALITY:


City Attorney

REGIONAL MUNICIPAL COURT JUDGE

By: 
Sara Jane del Carmen

Date signed: 9/17/14

FIRST AMENDMENT TO REGIONAL MUNICIPAL COURT JUDGE AGREEMENT

This First Amendment ("Amendment") to the the Regional Municipal Court Judge Agreement, is made and entered into by and between the City of Colleyville ("Colleyville"), the City of Keller ("Keller"), and Judge Sara Jane del Carmen ("Judge del Carmen"). Colleyville, Keller, and Judge del Carmen may collectively be referred to as the parties.

WHEREAS, the parties entered into the Regional Municipal Court Judge Agreement dated September 17, 2014 (the "Agreement"); and

WHEREAS, Judge del Carmen has served well during her first year of service as Regional Municipal Court Judge; and

WHEREAS, Judge del Carmen has brought innovation and leadership to the bench yielding improved operations and efficiencies in the Court; and

WHEREAS, the parties wish to provide a one time, lump sum salary adjustment to Judge del Carmen; and

WHEREAS, the parties agree that the approval of this Amendment is in the mutual interests of the parties and is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, in consideration of the covenants, conditions, and provisions set forth in this Amendment, the receipt and sufficiency of which are hereby affirmed, the parties agree to the Amendment as follows:

1. All matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
2. The Compensation and Evaluation Section is hereby amended with the addition of a new Section a.1. as follows:

In addition, the Regional Municipal Court Judge shall be paid a one time, lump sum salary adjustment in the amount of \$5,200.00 within thirty (30) days of the approval of this Amendment. The cost of said one time, lump sum salary adjustment shall be split evenly between Colleyville and Keller.
3. Based on the above and foregoing, the parties agree that these revisions shall be considered a part of the Agreement referred to above and incorporated by reference for all purposes. These revisions shall be subject to any and all other provisions of the Agreement, with the exception of the parts or provisions of the Agreement which have been revised by this Amendment.

In witness whereof, the undersigned parties have executed this amendment on the _____ day of _____, 2015.

CITY OF COLLEYVILLE

REGIONAL MUNICIPAL COURT JUDGE

By: _____
Mayor David Kelly

By: _____
Sara Jane del Carmen

Date signed: _____

Date signed: _____

Attest:

City Secretary

APPROVED AS TO FORM AND LEGALITY:

City Attorney

CITY OF KELLER

By: _____
Mayor Mark Mathews

Date signed: _____

Attest:

City Secretary

APPROVED AS TO FORM AND LEGALITY:

City Attorney



City of Colleyville City Council Agenda Briefing

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

Agenda Number 41

Agenda Date 09/15/2015

Number Resolution R-15-3906

Type Resolution

Department Parks and Recreation

Title

Approval to use \$30,000 from the Parks Tomorrow Fund for the L.D. Lockett Park/Cotton Belt Trailhead Enhancement Project

Strategy Map Connection

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

F2- Invest to provide and maintain high quality public assets

Explanation

Reading and Public Hearing

The L.D. Lockett Park/Cotton Belt Trailhead Enhancement Project was initially proposed by the City Council after the review and subsequent adoption of the 2011 Parks, Recreation and Open Space Master Plan in December 2011.

At the May 6, 2014, Pre Council Meeting, Aaron Babcock, with Hidell and Associates Architects, Inc., presented a conceptual layout for the park. At the meeting, City Council directed staff to research the feasibility and cost of adding a restroom at the location, given that 100 percent of the property is designated floodplain by the Federal Emergency Management Agency (FEMA). At the July 15, 2014, Pre Council Meeting, staff presented the results of the requested feasibility and cost analysis regarding the addition of restrooms. Based on civil engineering review, it was feasible to add restroom facilities adjacent to the proposed pavilion. Staff also presented costs for installing a deep well to provide irrigation to the property. City Council directed staff to add the restrooms, deep well, and child and adult playground areas to the project scope.

In subsequent meetings with the Hidell and Associates, staff worked to finalize the construction plans and documents for the general contract. In this process the children's and adult playgrounds were removed as the consultant felt, based on the current state of the construction market, the City would be able to reduce overhead costs by managing this portion of the project through a separate contract. Additionally, based on the final design of the irrigation system, it was determined that a deep well was not justifiable as it would fail to yield a return on investment, and therefore, was removed from the project. It was determined the parking lot improvement, to include a fire lane meeting current International Fire Code standards, was necessary and these

improvements were added to the scope of the general contract.

Staff advertised this project in the *Fort Worth Star-Telegram* for three consecutive weeks beginning on May 17, 2015. A bid opening was held on June 4, 2015 at which time no bids were received. Staff advertised the project for an additional two week period beginning on June 11, 2015, and held a bid opening on June 26, 2015. Per the attached bid tabulation, the low bid was submitted by C. Green Scaping, LP in the amount of \$546,859.43. This amount includes a five-percent contingency allowance that is controlled by the City to cover any cost overages that may occur during construction and installation. The contractor's qualifications and references have been verified by the consultant and staff.

At the July 6, 2015, Parks and Recreation Advisory Board Meeting, staff provided an update on the project to include the bids that had been received. Staff sought the Board's input regarding the use of \$140,000 of Parks Tomorrow Funds to execute the contract with C. Green Scaping, LP and for the purchase and installation of the children's and adult playground equipment. The Board unanimously expressed a desire to utilize these funds to complete the project.

At the August 18, 2015, Pre Council Meeting, staff presented an update on the project and sought City Council direction on the use of \$140,000 of Parks Tomorrow Fund monies to execute the contract with C. Green Scaping, LP, and for the purchase and installation of the children's and adult playground equipment. At the meeting, City Council directed staff that only the base bid should be awarded, and that the addition of the children's and adult playgrounds, along with the items included in the proposed alternates, could be considered at a later time based on park usage trends.

In addition to the previously approved funding sources, staff is seeking City Council approval to use \$30,000 from the Parks Tomorrow Fund to execute the contract with C. Green Scaping, LP. As of July 31, 2015, there is an available balance of \$1,043,125.68 in the Parks Tomorrow Fund per the attached financial status.

Financial Impact

Approval of this request will result in \$30,000 from the Parks Tomorrow Fund being allocated to the L.D. Lockett Park/Cotton Belt Trailhead Enhancement Project. As of July 31, 2015, there is an available balance of \$1,043,125.68 in the Parks Tomorrow Fund.

Recommendation

Approve

Attachments

1. Bid Tabulation
2. Financial Status of Parks Tomorrow Fund - As of July 31, 2015

L.D. LOCKETT PARK COTTON BELT TRAILHEAD ENHANCEMENT PROJECT
BID TAB

	Bidder	Base Bid*	Alternate #1**	Alternate #2***	Total Bid	Base Bid w/ 5% Contingency
1	North Rock Construction, LLC	\$553,586.16	\$8,924.68	\$4,598.76	\$567,109.60	\$581,265.47
2	C. Green Scaping, LP	\$520,818.50	\$8,243.00	\$3,300.00	\$532,361.50	\$546,859.43
3	Northstar Construction, LLC	\$744,900.00	\$15,200.00	\$9,900.00	\$770,000.00	\$782,145.00
	*	Includes the restroom facility, pavilion, concrete flatwork, landscape and irrigation work, parking lot/fire lane improvements, and park amenities to include benches, monument entry sign, water fountain, bike repair station				
	**	Includes the concrete flatwork necessary for the adult playground equipment				
	***	Includes three small irrigated landscaped planting beds				

FINANCIAL STATUS OF PARKS TOMORROW FUND

REVENUES:

GAS LEASE PROCEEDS - FEBRUARY 2009	\$2,758,450.91
ROYALTY PAYMENT - JUNE 2012	\$4,916.29
TOTAL INTEREST INCOME REC'D	\$23,195.48
TOTAL REVENUES RECEIVED	\$2,786,562.68

EXPENDITURES OF ALLOCATED FUNDS:

MC PHERSON PARK PHASE II - \$1,028,918	\$1,028,918.00	*
SENIOR CENTER TRAIL IMPROVEMENT - \$128,519	\$125,559.87	*
KIDSVILLE PLAYGROUND REPLACEMENT - \$400,000	\$398,800.00	#
RECREATION SOFTWARE UPGRADE - \$36,000	\$26,028.73	#
TENNIS COURT SHADE STRUCTURES - \$10,000	\$10,000.00	#
CHLORINATING RECIRCULATION SYSTEM-SPLASH PAD - \$	\$0.00	^
TOTAL EXPENDED	\$1,589,306.60	

CASH BALANCE OF FUND AT 7-31-2015	<u>\$1,197,256.08</u>	-
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REMAINING ENCUMBERED BALANCE OF ALLOCATED FUNDS:

MC PHERSON PARK PHASE II	\$0.00
SENIOR CENTER TRAIL IMPROVEMENT	\$2,959.13
KIDSVILLE PLAYGROUND REPLACEMENT	\$1,200.00
RECREATION SOFTWARE UPGRADE	\$9,971.27
TENNIS COURT SHADE STRUCTURES	\$0.00
CHLORINATING RECIRCULATION SYSTEM - SPLASH PAD	\$140,000.00
TOTAL ENCUMBRANCES	\$154,130.40

TOTAL AVAILABLE FUND BALANCE AT 7-31-2015	<u><u>\$1,043,125.68</u></u>
--	------------------------------

NOTES:

* - PROJECT APPROVED BY CITY COUNCIL - MAY 5, 2009

- PROJECT APPROVED BY CITY COUNCIL OCTOBER 7, 2009

^ - PROJECT APPROVED BY CITY COUNCIL APRIL 7, 2015



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4m

Agenda Date 09/15/2015

Number Resolution R-15-3906

Type Resolution

Department Parks and Recreation

Title

Approval of a contract with C. Green Scaping, LP, for the L.D. Lockett Park/Cotton Belt Trailhead Enhancement Project, in an amount not to exceed \$546,859.43, and approval of change order no. 1 reducing the total contract amount to an amount not to exceed \$535,062.68, and authorize the city manager to authorize the contract

Strategy Map Connection

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

F2- Invest to provide and maintain high quality public assets

Explanation

Reading and Public Hearing

The L.D. Lockett Park/Cotton Belt Trailhead Enhancement Project was initially proposed by the City Council after the review and subsequent adoption of the 2011 Parks, Recreation and Open Space Master Plan in December 2011.

In late 2013, the City accepted a proposal from Hidell Associates Architects, Inc., to develop a conceptual design for the project and for the drafting of construction documents. Planning began in January of 2013, with a public meeting held at the Colleyville Library to receive citizen input on the project. At the May 6, 2014, Pre Council Meeting, Aaron Babcock, with Hidell Associates Architects, presented a conceptual design of the park, which included a pavilion, masonry monument sign, and amenities such as a bicycle repair station, drinking fountain, and benches. At this meeting, City Council directed staff to evaluate the feasibility of incorporating restrooms adjacent to the pavilion.

At the July 15, 2015, Pre Council Meeting, staff informed the City Council that based on civil engineering review, it was possible to add restrooms at the park. Subsequently, City Council directed staff to have the scope of the project expanded to include the addition of restroom facilities.

After revising the construction documents to reflect the addition of restrooms, and an improved parking lot, to include a fire lane that meets current International Fire Code standards, staff advertised the project for bids.

The project was advertised in the *Fort Worth Star-Telegram* for three consecutive

weeks beginning on May 17, 2015. A bid opening was held on June 4, 2015, at which time no bids were received. Staff advertised the project for an additional two week period beginning on June 11, 2015, and held a bid opening on June 26, 2015. Per the attached bid tabulation, the low bid was submitted by C. Green Scaping, LP, in the amount of \$546,859.43. This amount includes a five percent contingency allowance that is controlled by the City, to cover any cost overages that may occur during construction and installation. The contractor's qualifications and references have been verified by the consultant and staff.

Staff is seeking City Council approval to award a contract for the base bid, less the amount of change order no. 1, as seen in the attached Architect's Supplemental Instructions (ASI), to C. Green Scaping, LP. Approval of change order no. 1, which reduces the scope of the project related to the playground site preparation, will result in a reduction of \$11,235 from the contract, resulting in a total contract amount of \$535,062.68, including a five percent contingency. The award of this contract includes the construction of restroom facilities, a pavilion, landscape and irrigation enhancements, parking lot improvements to include a new fire lane, concrete flat work, a new masonry monument sign, and various amenities such as a bicycle repair station, multifunctional drinking fountain, and park benches.

There is a combined remaining balance of \$537,930.52 allocated for this project in the Park Land Dedication Fund, Parks Tomorrow Fund, Capital Projects Fund, and the Colleyville Economic Development Corporation (CEDC). Pending approval of the attached contract by City Council, staff will coordinate a preconstruction meeting with C. Green Scaping, LP, and expects construction to be completed by March 2016.

Financial Impact

The award of this contract, and subsequent approval of change order no.1, will result in the expenditure of a total amount not to exceed \$535,062.68, from an aggregate of the Park Land Dedication Fund, Parks Tomorrow Fund, Capital Projects Fund, and the Colleyville Economic Development Corporation (CEDC).

Recommendation

Approve

Attachments

1. Bid Tabulation
2. Construction Contract
3. Architect's Supplemental Instructions (ASI) - change order no. 1

L.D. LOCKETT PARK COTTON BELT TRAILHEAD ENHANCEMENT PROJECT
BID TAB

	Bidder	Base Bid*	Alternate #1**	Alternate #2***	Total Bid	Base Bid w/ 5% Contingency
1	North Rock Construction, LLC	\$553,586.16	\$8,924.68	\$4,598.76	\$567,109.60	\$581,265.47
2	C. Green Scaping, LP	\$520,818.50	\$8,243.00	\$3,300.00	\$532,361.50	\$546,859.43
3	Northstar Construction, LLC	\$744,900.00	\$15,200.00	\$9,900.00	\$770,000.00	\$782,145.00
	*	Includes the restroom facility, pavilion, concrete flatwork, landscape and irrigation work, parking lot/fire lane improvements, and park amenities to include benches, monument entry sign, water fountain, bike repair station				
	**	Includes the concrete flatwork necessary for the adult playground equipment				
	***	Includes three small irrigated landscaped planting beds				



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the 01 day of September in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Colleyville
100 Main Street
Colleyville, Texas 76034

and the Contractor:
(Name, legal status, address and other information)

C.Green Scaping, LP
2401 Handley Ederville Rd.
Fort Worth, Texas 76118
817.577.9299

for the following Project:
(Name, location and detailed description)

L.D. Lockett Park / Cotton Belt Trailhead Enhancement Project
315 W. LD Lockett Rd
Colleyville Texas 76034

The construction of a new public restroom structure, shade pavilion, concrete paving, and playground infrastructure, including site furnishings, a water fountain, and signage. The project includes removal of existing site elements, and replacement of the existing parking surface. Removal of existing structures.

The Architect:
(Name, legal status, address and other information)

Hidell and Associates Architects, General Corporation
3033 Kellway Drive Suite 120
Carrollton, Texas 75006
Telephone Number: 9724164666
Fax Number: 9724160169

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

| Date shall be fixed in a Notice to Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

| **§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than One hundred Twenty calendar (120) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

Date shall be fixed in a Notice to Proceed

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (Contractors base bid) or Five hundred twenty thousand eight hundred and eighteen dollars and fifty cents. (\$ 520,818.50), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

No Alternates Accepted

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price Per Unit (\$0.00)

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to

Init.

substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3** Subtract the aggregate of previous payments made by the Owner; and
- .4** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2** a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

1.5/month 18/annual

§ 8.3 The Owner's representative:
(Name, address and other information)

James Hubbard
Parks Manager
100 Main Street
Colleyville, TX 76034

§ 8.4 The Contractor's representative:
(Name, address and other information)

Curtis Green

Init.

.Owner
2401 Handley Ederville Rd
Fort Worth, TX 76118

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See attached exhibit – Specifications Table of Contents

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See attached exhibit – Drawings Sheet Index

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:07:33 on 08/24/2015 under Order No.4334341145_1 which expires on 10/28/2015, and is not for resale.

User Notes:

(1650874443)

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Payment / Performance	\$520,818.50

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Jennifer Fadden City Manager
(Printed name and title)

CONTRACTOR (Signature)

Curtis Green Owner-C. Green Scaping, LP
(Printed name and title)

Init.

Additions and Deletions Report for

AIA[®] Document A101[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:07:33 on 08/24/2015.

PAGE 1

AGREEMENT made as of the 01 day of September in the year 2015

...

City of Colleyville
100 Main Street
Colleyville, Texas 76034

...

C.Green Scaping, LP
2401 Handley Ederville Rd.
Fort Worth, Texas 76118
817.577.9299

...

L.D. Lockett Park / Cotton Belt Trailhead Enhancement Project
315 W. LD Lockett Rd
Colleyville Texas 76034

The construction of a new public restroom structure, shade pavilion, concrete paving, and playground infrastructure, including site furnishings, a water fountain, and signage. The project includes removal of existing site elements, and replacement of the existing parking surface. Removal of existing structures.

...

Hidell and Associates Architects, General Corporation
3033 Kellway Drive Suite 120
Carrollton, Texas 75006
Telephone Number: 9724164666
Fax Number: 9724160169

PAGE 2

Date shall be fixed in a Notice to Proceed

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One hundred Twenty calendar (120) days from the date of commencement, or as follows:

PAGE 3

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User Notes:

(1650874443)

Date shall be fixed in a Notice to Proceed

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (Contractors base bid) or Five hundred twenty thousand eight hundred and eighteen dollars and fifty cents. (\$ 520,818.50), subject to additions and deductions as provided in the Contract Documents.

...

No Alternates Accepted

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

PAGE 4

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

PAGE 5

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

...

~~—%~~ 1.5/month 18/annual

...

James Hubbard
Parks Manager
100 Main Street
Colleyville, TX 76034

...

Curtis Green
.Owner
2401 Handley Ederville Rd
Fort Worth, TX 76118

PAGE 6

See attached exhibit – Specifications Table of Contents

...

See attached exhibit – Drawings Sheet Index

PAGE 7

Payment / Performance

\$520,818.50

...

Jennifer Fadden City Manager

Curtis Green Owner-C. Green Scaping, LP

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Bill Hidell, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:07:33 on 08/24/2015 under Order No. 4334341145_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Architect's Supplemental Instructions

HIDELL
ASSOCIATES
ARCHITECTS

change order no. 1

3033 Kellway Drive, Suite 120
Carrollton, Texas 75006
Tel: 972-416-4666
Fax: 972-416-0169

☒ OWNER ☒ ARCHITECT ☒ CONTRACTOR ☐ FIELD ☐ OTHER

PROJECT: (name, address)	L.D. Lockett Park Cotton Belt Trailhead Enhancement Project 110 Main Street Colleyville, TX 75060	ARCHITECT'S SUPPLEMENTAL INSTRUCTION NO:	1
OWNER:	City of Colleyville	DATE OF ISSUANCE:	September 1, 2015
TO: (Contractor)	C. Green Scaping, LP 2401 Handley Ederville Rd. Fort Worth, Texas 76118	ARCHITECT'S PROJECT NO:	20102
		CONTRACT FOR:	General Construction

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor change to the Work as consistent with the Contract Documents and return a copy to the Architect.

☐ This ASI is a request by the Owner to reduce the scope of work. Identify change in the proposed contract sum. ** New Contract Total - \$ 509,583.50 **

Description:

This Architect's Supplemental Instruction is issued to clarify items to be removed from project scope. The playground area shall be eliminated from scope. Reference sheet ASI-1.1 which identifies the following changes:

Scope and Changes

1. Eliminate the 1'-0" wide concrete playground edge.
2. Existing grade at playground area shall remain. Plant Bermuda grass at disturbed areas
3. Relocate (2) park benches
4. Eliminate Park Rules sign
5. Eliminate slotted PVC pipe for playground drainage. Connecting drain pipe shall be included, capped and marked for future playground installation.
6. Landscaping which terminated at playground edge shall remain. Shape of planting area shall be modified by owner/architect in field. Quantity of plant material shall remain.
7. The handrails located in new Stair 2002 shall meet all code requirements. The handrail shall extend a min. 12" beyond the edge of the top step when traveling up the stairwell, and shall extend a min. 1'-11" beyond the edge of the bottom step when

Attachments: ASI-1.1

ISSUED:

BY Aaron Babcock
Architect

ACCEPTED

BY Stacy Hugenmiller 9/11/15
Contractor Date



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4n

Agenda Date 09/15/2015

Number Resolution R-15-3906

Type Resolution

Department Public Works

Title

Approval of the disposal of obsolete and non-serviceable equipment and sale of vehicles

Strategy Map Connection

F2- Invest to provide and maintain high quality public assets

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

Explanation

Reading and Public Hearing

The City's purchasing manual requires the City Council to authorize the disposal of salvage items and obsolete, non-serviceable vehicles and equipment before property can be removed from inventory and disposed of by public auction or other approved means.

The attached itemized list includes equipment and vehicles that cannot be reassigned or re-purposed, and have been replaced due to age, and/or mileage, and are no longer serviceable.

In May 2010, City Council approved a professional services agreement with Rene Bates Auctioneers of McKinney, Texas, to conduct City auctions in an online format. Rene Bates charges a fee of 7.5 percent of the gross auction sales for their services. With City Council approval of the attached auction list, it is anticipated an auction will be held in October 2015. The auction will last for a period of 14 days, and all equipment will be stored in its current location, until paid for and removed by the successful bidder. The last auction was held in September 2014.

Financial Impact

The financial impact of the auction will be determined by the gross proceeds of the auction, less a 7.5 percent fee charged by the auctioneer.

Recommendation

Approve

Attachments

1. October 2015 Auction List

City of Colleyville
October 2015 Auction List

Colleyville Center				
Item #	Qty.	Item Description	Model	Serial/VIN
CVC-1	1	Southbend natural gas cook stove		
CVC-2	1	Wolf natural gas oven		
CVC-3	1 Lot	Miscellaneous audio/visual equipment		
Finance Office				
FO-1	1	2008 Fellows paper shredder	MS-460CS	
FO-2	1	Wall mounted desk with keyboard holder		
Library Department				
LB-1	1	Black Plastic Computer Monitor Stand		
LB-2	4	Small Green Magazine Bin		
LB-3	5	Medium Green Magazine Bin		
LB-4	5	Large Green Magazine Bin		
LB-5	1	TLC Black Plastic Clock		
LB-6	1	Seth Thomas Wood Frame Clock		
LB-7	2	Telesonic Radio Controlled Wood Frame Clock		
LB-8	1	Victor 2640 Calculator		
LB-9	1	3M Tape Dispenser		
LB-10	1	Box of Assorted Manila Folders		
LB-11	1	Sony e-Reader with Case, Cord		
LB-12	1	Nook with Case, Cord		
LB-13	1	GBC Bates Numbering Machine		
LB-14	2	Metal Key Boxes (8x12)		
LB-15	2	Snap Hook Key Tags, 2 packages; 10 asst. loose		
LB-16	4	Assorted Hanging Media Pouch Bags		
LB-17	1	Xerox DOCU Mate 152 Scanner		
LB-18	1	Epson Stylus Printer C88+		
LB-19	8	Elite Image In Cartridges		
LB-20	14 Pkg.	Rocket Reading & Activity Log		
LB-21	8 Pkg.	Have Book Will Travel Book Logs		
LB-22	3 Pkg.	Certificate of Accomplishment-Have Book Will Travel		
LB-23	2	Die-Cut Metal Trays		
LB-24	7	Die-Cut Rollers, Assorted Sizes		
LB-25	6	Plastic Die-Cut Boards, Assorted Sizes		
LB-26	5	Wood Child Puzzles		
LB-27	5	Small Toys		

LB-28	1	Black Tax Stand		
LB-29	1	HP 4182X Ink Cartridge		
LB-30	3	HP LaserJet 641A, Yellow, Cyan, Magenta		
LB-31	1	Canon E-20 Ink Cartridge		
LB-32	1	Child Keyboard		
LB-33	1	Dell Keyboard		
LB-34	1	Computer Wrist Support		
LB-35	4	Computer Mice - 2 tan, 2 black		
LB-36	10	Headphones, Assorted Variety		
LB-37	1	Bar Code Cloning Machine, 3 Rolls Performance Ribbons, 5 Rolls Sticky Call Number Labels		
LB-38	4	Computer Keyboards, Assorted		
LB-39	7	Grey-Blue Chairs		
LB-40	1	TV, Stand, VCR/DVD Player		
LB-42	1	Child Puzzle Tabletop		
LB-44	2	Tan Metal Triangle Shelving End Stands, Assorted		
LB-45	1	14'x14' Metal Safe		
LB-46	1	Metal Book Drop		
LB-47	1	Agati child chairs (brown)		
LB-48	1	Agati child chairs (brown)		
LB-49	1	Agati child chairs (brown)		
LB-50	6	Double-tired shelves (ex. CD or DVD)		
LB-51	14	Zig-zag single shelf dividers		
LB-52	9	Zig-zag shelf dividers (two-pieces)		
LB-53	1	Mail Station Desk		
LB-54	8 Pkg.	Read to the Rhythm Reading/Activity Log		
LB-55	32 pieces	Assorted Window Cling Music Notes and Guitars		
LB-56	92	Assorted Outdoor Large Holiday Tree Decorations		

Senior Center

SCN-001	1	Fellows Laminator with laminating accessories		
SCN-003	4	White Nintendo Wii with Wii Sports, 2 remotes and 2 bowling balls		
SCN-004	1	SONY DVD/VHS player		
SCN-005	1	Casio printing calculator		
SCN-006	11	Brother label maker with 10 label tapes included		
SCN-007	1	Cannon Rebel XT digital camera		
SCN-008	8	Pink electric drinking fountain display with 8 cups and ladle		
SCN-009	8	Glass decorative serving bowl with 8 glass cups		
SCN-010	1	Rolling wooden storage shelf		
SCN-011	1	Weed eater leaf blower & ear protection		

SCN-012	1	Crayola Kids keyboard & mouse		
SCN-013	1	3-Wicker baskets		
SCN-014	1	Projector carrying case		
SCN-015	1	Panasonic VHS player		
SCN-016	1	Basic Black Backpack		
SCN-017	1	Reli On Digital blood pressure monitor		
SCN-018	1	Wireless PowerPoint Controller		
SCN-019	1	Maroon& Black Fabric		
SCN-020	1	Handmade Wooden Step Box		
SCN-022	1	Whiteboard		
SCN-023	1	Plastic step stool		
SCN-024	1	Standing Display sign		
SCN-025	1	Cylinder Dolly		
SCN-026	1	Handmade 2 tiered shelf		
SCN-027	2	2-paper cutters (size)		
SCN-028	1	Wooden balance beam		
SCN-029	28	10 various warming trays & 18 food warming fuel containers		
SCN-030	1	possibility of working with right connections Logitech wireless keyboard & mouse		
SCN-031	1	PrimaScan Scanner turns on but no scan to computer		
SCN-032	1	Powerflight commercial vacuum cleaner -doesn't turn on		
SCN-033	1	Ibico laminator with laminating pouches		
SCN-034	1	Canon Rebel Ti with no zoom		
SCN-035	1	Large Painting		
Public Works - Fleet Services				
FS-1	1	Hein-Werner AL-40 2 1/2 ton air bumper jack	AL-40	
FS-2	1	Gas operated portable air compressor		
FS-3	1	Antifreeze coolant recycler		
FS-4	1	Associated battery charger 70/60 amp charge 420 amp boost		
FS-5	1	Electric infrared heater		
FS-6	1	Norco 10 ton hydraulic floor jack		
FS-7	1	Blackhawk lift transmission jack		
FS-805	1	2003 Harben water jetter mounted on a Ford F550 chassis	Ford F550	1FDSF56P93EC28392
FS-681	1	1997 Tiger 3 gang mower mounted on John Deere tractor & boom attachment	JD6400	L06400P188354
Public Works - Water Utilities				
W-1	1	Bosch- electric jackhammer, 110 volt		
W-2	1	Homemade trailer, 4' x 6' with tool box		
W-3	1	Clarke steam power-washer, 110 volt/ kerosene		
W-4	1	Tilt trailer, 6' x 8' trailer		



City of Colleyville City Council Agenda Briefing

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

Agenda Number 40

Agenda Date 09/15/2015

Number Resolution R-15-3906

Type Resolution

Department Police

Title

Approval to extend an ongoing annual agreement with Autobahn Motor Cars to sponsor the loan of a vehicle to the Colleyville Police Department for the expressed use of the Colleyville Heritage High School Resource Officer

Strategy Map Connection

B3- Utilize partnerships to implement cost-effective service solutions

Explanation

Reading and Public Hearing

The Colleyville Police Department requests the extension of the attached ongoing agreement with Autobahn Motor Cars that allows the dealership to provide a vehicle to the Colleyville Police Department for the expressed use by the School Resource Officer assigned to Colleyville Heritage High School. The sponsorship program began in 2004 as a way for Autobahn Motor Cars to enter into a community partnership that benefits the City of Colleyville, Colleyville Police Department, and the Grapevine-Colleyville Independent School District. The annual sponsorship of the vehicle begins and ends in conjunction with the Grapevine-Colleyville Independent School District academic calendar year.

The attached agreement allows the Colleyville Police Department the ability to place the Police Department's markings on the vehicle to clearly identify it as a Colleyville Police Department vehicle. In addition, the vehicle will be marked with decals that state "provided by Autobahn Motor Cars". The agreement allows the vehicle to be used at all school related functions, as well as City of Colleyville or Colleyville Police Department sponsored events. Autobahn will retain ownership of the vehicle and Colleyville will provide insurance coverage for the vehicle and a certificate of insurance to Autobahn.

Financial Impact

The Colleyville Police Department is responsible for the fuel, markings, and insurance costs related to the vehicle. All other maintenance related costs will be the responsibility of Autobahn Motor Cars. The City of Colleyville is required to list the vehicle for insurance coverage through Texas Municipal League.

Recommendation

Approve

Attachments

1. Autobahn - Colleyville Agreement for Loan Vehicle

Agreement for Loan Vehicle

Participants:

Autobahn Motor Cars (Autobahn)
and
City of Colleyville, Texas (Colleyville)

Vehicle Make	<u>Volkswagen</u>
Model	<u>2016 Tiguan SE</u>
VIN	<u>WVGCV7AX4GW019488</u>
Mileage @ Delivery	<u>24</u>
Value of Vehicle	<u>\$28,515.00</u>

The following details include conditions with which a vehicle is loaned to the City of Colleyville by Autobahn Motor Cars.

- Autobahn agrees to furnish the above vehicle to the City of Colleyville Police Department for the primary use of the Colleyville Heritage High School Resource Officer (SRO).
- Autobahn will retain ownership of the above vehicle and Colleyville will provide insurance coverage for the vehicle and a certificate of insurance to Autobahn.
- Autobahn being the rightful owner of the above vehicle reserves the right to withdraw the loan of the vehicle with four weeks advance notice if this action is necessary. Colleyville reserves the right to return the vehicle prior to the end of the loan agreement with four weeks advanced notice if this action is necessary.
- Colleyville will place decals on the vehicle in order to create the appearance of a Police Unit. All decals will be removed by Colleyville prior to return to Autobahn. The only Police equipment installed in the vehicle will be temporarily added and not require permanent mounting brackets or drilling holes on any part of the vehicle's exterior or interior. In addition to parking the vehicle at the High School on school days, the vehicle will also be used during school sponsored activities and local community functions.
- The vehicle will have two decals indicating "provided by Autobahn Motor Cars" with one placed at the top of the windshield with not less than 2" letters and one on the lower part of the rear window with not less than 4" letters.
- The vehicle will be loaned to Colleyville for a term that would include the Colleyville Heritage school year or other term preferred by Autobahn.
- Colleyville will maintain and service the vehicle as directed by Autobahn.

This agreement is entered into on the _____ day of _____, 20____

John Chase, CEO
Autobahn Motor Cars

David Kelly, Mayor
City of Colleyville



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a

Agenda Date 09/15/2015

Number Ordinance O-15-1963

Type Ordinance

Department Community Development

Title

Consideration of a zoning change from the R-40-Single Family Residential zoning district to the PUDR-Planned Unit Development Residential zoning district on Lot 4, Block 1, of the Lavaca Trail Addition, located at 1013 Lavaca Trail, Case ZC15-012

Strategy Map Connection

There is no strategy map connection for this item.

Explanation

Second Reading and Public Hearing

There were four speakers at the City Council meeting on September 1, 2015. All speakers spoke in opposition to the proposed request. After the first reading, staff worked with the applicant to provide the development details on the new Development Comparison Details Form to directly populate the Small Lot Development Comparison Chart. Through that work, it was determined three numbers on the Chart needed to be changed: Maximum Lot Coverage went from 60 percent to 48 percent; Net Density went from 5.5 dwelling units per acre to 4.3 dwelling units per acre; and Open Space Percentage went from 19.2 percent to 19.1 percent.

These changes are reflected in the revised Chart, the agenda briefing text below regarding density, and the draft ordinance. Both staff and the applicant are confident the new Form will help to prevent calculation disconnects in the future. The Form submitted by the applicant and verified by staff has been attached for reference, as well as an updated Small Lot Development Comparison Chart and draft ordinance.

The Planning and Zoning Commission, as part of their recommendation to City Council, revised the special ordinance provisions that had been originally provided by the applicant stated above as follows:

Rear Building Line: 20 Feet (15 feet minimum on Lots 1, 2, 15, and 16)

There shall be a minimum of two, minimum three-inch caliper trees, at the time of planting, in the back yard of each residential lot.

First Reading and Public Hearing

The applicant, John Fegan, is requesting to rezone the subject property from R-

40-Single Family Residential District to PUD-R – Planned Unit Development – Residential District (PUD-R) to allow 16 single family residential lots and one common open space lot fronting on a proposed public, north-south street. The subject property consists of approximately 5.11 acres and contains one single family residence and associated accessory structures.

Existing Conditions. The subject property is currently zoned R-40-Single Family Residential District and is platted as Lot 4, Block 1, of the Lavaca Trail Addition. Approval of a combination preliminary/final plat will be required, prior to the issuance of a building permit, should the rezoning request be approved.

Statement of Planning Objectives. The applicant submitted a Statement of Planning Objectives with an associated zoning exhibit (attached) which contain a description of the proposed development.

Development Standards. The PUD-R regulations require a minimum lot size of 13,000 square feet with a minimum lot width of 100 feet and lot depth of 120 feet. Average lot size for PUD-R projects is required to be 16,000 square feet. Per the Statement of Planning Objectives, the applicant proposes the following development standards:

Minimum Lot Area: 7,200 square feet

Minimum Lot Width: 50 feet

Minimum Lot Depth: 75 feet

Front Building Line: 15-20 feet (15 feet minimum on Lots 1, 2, 15, and 16)

Rear Building Line: 15 feet

Side Building Line: 5 feet

Maximum Lot Coverage: 48 percent

Minimum of two, minimum three-inch caliper trees, at the time of planting, in the front yard of each residential lot.

The applicant is proposing a development that is not consistent with the requirements for PUD-R's in the Land Development Code, but it meets the requirements of the PUD-R's density bonus allowance to exceed 1.8 dwelling units per acre since there are additional enhancements to the open space area as described below. The density bonus directly relates to lot area and dimension deviations from the minimums, required in a standard PUD-R as stated above, and as proposed by the applicant. Elevations of the proposed residences were not provided for review, but a narrative description and reference to a similar product was provided in the Statement of Planning Objectives.

The applicant has stated that the homes will be one and two-story homes with steep roof pitches (10:12 to 12:12). The lots will also have decorative or exposed aggregate driveways with a minimum of two trees in each front yard. Lay-down street curbs for smooth driveway transitions and two-car garages with cedar doors are also proposed.

Open Space and Landscaping. The PUD-R regulations require a minimum 20 percent of the development be reserved for open space for use by the residents of the development. The proposed Site Plan for the development indicates that 42,580 square feet (.98 acres) of open space will be provided. This equates to 19.1 percent of the gross project area. The applicant's description of the drainage for the project is below in the Drainage and Stormwater Runoff section. The open space is proposed to be a greenbelt or "linear park" that will be oriented north-south between the proposed street and the western property line.

The design requirements for required open space in the PUD regulations state that where common open space areas are adjacent to street rights-of-way, the depth must be a minimum of 25 feet with one three-inch caliper tree per 50 linear feet of frontage. The proposed greenbelt exceeds this requirement by providing a depth of 25 feet along most of the length, but exceeding 25 feet at both the entry to the development and along the western side of the cul-de-sac and by proposing one three-inch caliper tree for every 40 feet of street frontage along the proposed north-south street, instead of one for every 50 feet. Although the open space proposed is slightly less than 20 percent at 19.1 percent, the applicant has exceeded the minimum intent of the design requirements contained in the PUD regulations by providing additional landscaping with a functional and integrated design. All open space areas will be owned and maintained by the Homeowners' Association (HOA).

Screening. The applicant is proposing to construct stone and brick columns with ornamental wrought iron fencing along Lavaca Trail, in addition to an entry feature monument sign designating the development as Lavaca Villas Court. The residential fences on the subject property's east side, and the landscaped greenbelt along the south and west sides of the subject property will also contribute to screening of the subject property to and from adjacent uses. All common area fencing and signage will be owned and maintained by the development's HOA.

Sidewalks and Trails. A four-foot wide sidewalk is proposed along the east side of the proposed north-South street, which will be constructed as each home is built. The sidewalk will connect to an eight-foot trail along Lavaca Trail that will be constructed prior to the issuance of a building permit for the homes, along with the entry screening and monument.

Right-of-Way Dedication. Lavaca Trail is classified as a Minor Collector on the Master Thoroughfare Plan, which requires 75 feet of right-of-way. The project is proposing to dedicate 37.5 feet of right-of-way as required.

Traffic Generation and Access. The applicant is not required to provide a Traffic Impact Analysis, since the development is not projected to generate in excess of 1,000 vehicle trips per day. The Institute of Transportation Engineers publication Trip Generation provides estimates of expected traffic generation based on land use. Data

has been collected in the United States and Canada since the 1960's, primarily in suburban locations. Single-family residences are expected to generate 9.57 trips per day, on average. Based on this average, a 16 lot development would add approximately 154 vehicle trips per day to the surrounding roadways. Access to the project will be provided by one un-gated access point on Lavaca Trail, and a potential future connection in the southwest corner of the subject property as designated by a proposed 50-foot public access easement on the attached zoning exhibit.

Development Fees. Park Land Dedication Fees are due in the amount of \$1,802 per residential lot, prior to the plat being filed with the Tarrant County Clerk.

Roadway Impact Fees are due in the amount of \$4,941 per residential lot, at the time of the building permit application.

Water and Wastewater Impact Fees are due at the time of the building permit application. Fees for a typical 5/8 inch meter are \$2,491 for the water impact fee and \$643 for the wastewater impact fee, per home.

Tree Preservation. As required by Chapter 5 (Tree Preservation) of the Land Development Code, approval of a tree survey and mitigation plan will be required with an associated plat application, and a Tree Removal Permit will be required prior to the removal of any tree on the subject property. The applicant is proposing to make "every effort to preserve trees" according to the Statement of Planning Objectives, but is not proposing to designate trees for preservation with this request.

Infrastructure. Water service will be obtained through a looped system connecting to an existing main on Emmas Court to the east. Sanitary sewer service will also be extended through the development. The developer is responsible for the extension of water and sewer service lines to the individual lots.

Drainage and Stormwater Runoff. A portion of the property is located within the floodplain, necessitating that a detailed flood study be provided prior to development. It is anticipated that the applicant will submit a Letter of Map Revision (LOMR) relating to the FEMA floodplain to ensure that all building pads are located outside of the floodplain.

The applicant has provided the following description of the development's detention: "The project has been designed in accordance with the City's Uniform Development Code, to safely convey onsite and offsite stormwater runoff to the existing concrete channel at Emerald Park. The proposed storm water conveyance systems (both the roadway and parallel swale), provide for some storage of the overall water volume, but are not a traditional detention basin. Construction of the swale, west of the roadway will terminate at the south end of the property in a depression with a grate inlet at the bottom, similar to a detention basin; but again, this is not a traditional detention facility and we therefore did not delineate this 5,000 square-foot area as a detention

basin.”

Residential Density. The Master Plan suggests a maximum residential density of 1.8 dwelling units per acre, in most situations. The Land Development Code states that densities higher than 1.8 units per acre in PUD-R’s could be acceptable in those areas deemed consistent with sound land use planning principles, such as a transitional area situated between commercial uses and less dense residential developments, or near major street intersections.

The project area is situated east of commercial uses along Precinct Line Road, currently located between existing single family residential uses on its west, south, and east sides (in addition to the single family residential uses to the north, across Lavaca Trail). Per the PUD regulations in the Land Development Code, “The maximum residential density permitted in a PUD-R district, or in a PUD-C district where residential uses are proposed, shall not exceed 1.8 dwelling units per gross acre. For the purpose of this regulation, the density calculation shall include all residential areas of the project and one-half of any abutting street situated adjacent to the project. This calculation shall exclude all proposed non-residential acreage from the gross acreage.”

The proposed development of 16 residential units on 3.73 net acres will produce a residential density of 4.3 dwelling units per acre (16 residential units divided by 3.73 acres of net area, subtracting proposed street rights-of-way). The following are the residential densities of other PUD-R developments located in close proximity to the proposed development:

- Emerald Park (directly south of the proposed development): 4.6 dwelling units per acre
- Villas of Colleyville (north of the proposed development): 3.9 dwelling units per acre
- Rosewood Villas (northeast of the proposed development): 4.5 dwelling units per acre

The attached Small Lot Development Comparison Chart provides a listing of approved developments since 1996 with small lots and residential densities that exceed 1.8 dwelling units per acre. The proposed density is within the range of previously approved PUD-R densities and is compatible with adjacent properties. The applicant has provided a development proposal that meets the requirements of the PUD-R’s density bonus allowance to exceed 1.8 dwelling units per acre since there are additional enhancements to the open space area as described above.

The applicant is proposing to build a product that allows for modest on-lot landscaping with functional and integrated open space for the development. The development is situated between other properties with adequate screening and minimal frontage along Lavaca Trail, in addition to providing proposed architectural details that reflect high quality home appearance.

Surrounding Development Trends. The table below reflects the surrounding zoning and existing land uses for the subject property as further illustrated on the attached location map:

R-40 Single Family Residential (Single Family Home)	PUD-R (Villas of Colleyville Residential Subdivision)	R-20 Single Family Residential (Lavaca Trail Estates Residential Subdivision)
R-40 Single Family Residential (Single Family Home)	<i>Subject Property</i> <i>Proposed PUD-R (Residential Subdivision)</i>	R-20 Single Family Residential (Lavaca Trail Estates Residential Subdivision)
R-40 Single Family Residential (Single Family Home)	PUD-R (Emerald Park Residential Subdivision)	R-20 Single Family Residential (Lavaca Trail Estates Residential Subdivision)

Master Plan. The Future Land Use Map designates the subject property as Office. Although the request is inconsistent with the Future Land Use Map, the development proposed is consistent with the Master Plan's goal of applying sound land use planning principles.

Public Notification. Staff mailed notices to 38 adjacent property owners as well as all Homeowners Associations within 500 feet of the subject property, and the Keller ISD, regarding this request. Notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. To date, staff has received three letters and a petition in opposition to the rezoning request. Ten speaker cards in opposition to the request were submitted at the Planning and Zoning Commission meeting. Based on the opposition letters, speaker cards, and petition which has been received from property owners within 200 feet, a supermajority vote is required for approval of the rezoning request.

Supermajority Vote Requirement. The current opposition of property owners within two hundred (200) feet is 51.13 percent, and a supermajority vote is required. Section 1.18.B(8) of the Land Development Code states that "No change of which the Planning and Zoning Commission has recommended denial or in case of a protest against such change, signed by the owners of twenty (20) percent or more of either the area of lots or land included in such proposed change, or lots or land immediately adjoining same and extending two hundred (200) feet therefrom, filed with the City Secretary, shall be passed except by a favorable vote of three-fourths (3/4) of all members of the City Council. In computing the percentage of land area, the area of streets and alleys shall be included in the computation". Therefore, a minimum of six of seven votes are required in order for the City Council to approve this item.

Planning and Zoning Commission Recommendation. The Planning and Zoning

Commission recommended approval of this request at the August 10, 2015 meeting by a vote of 7-0, with the following additional special ordinance provisions:

- The Rear Building Line shall be 20 feet (15 feet minimum on Lots 1, 2, 15, and 16)
- There shall be a minimum of two minimum three-inch caliper trees, at the time of planting, in the rear yard of each residential lot.

Summary. The proposed development contains 16 single family lots and one common area with a net residential density of 4.3 dwelling units per acre, and a total open space percentage of approximately 19.1 percent. The proposed open space and lot sizes are in compliance with the Land Development Code's PUD regulations, as applied with the density bonus, and the 19.1 percent open space that is proposed provides a high quality amenity to the potential future residents, while serving functional objectives. The proposed development pattern and density are compatible with the project's immediate vicinity. Staff recommends approval of the proposed rezoning request with the special ordinance provisions as outlined in the attached proposed ordinance.

Financial Impact

There is no financial impact to the City.

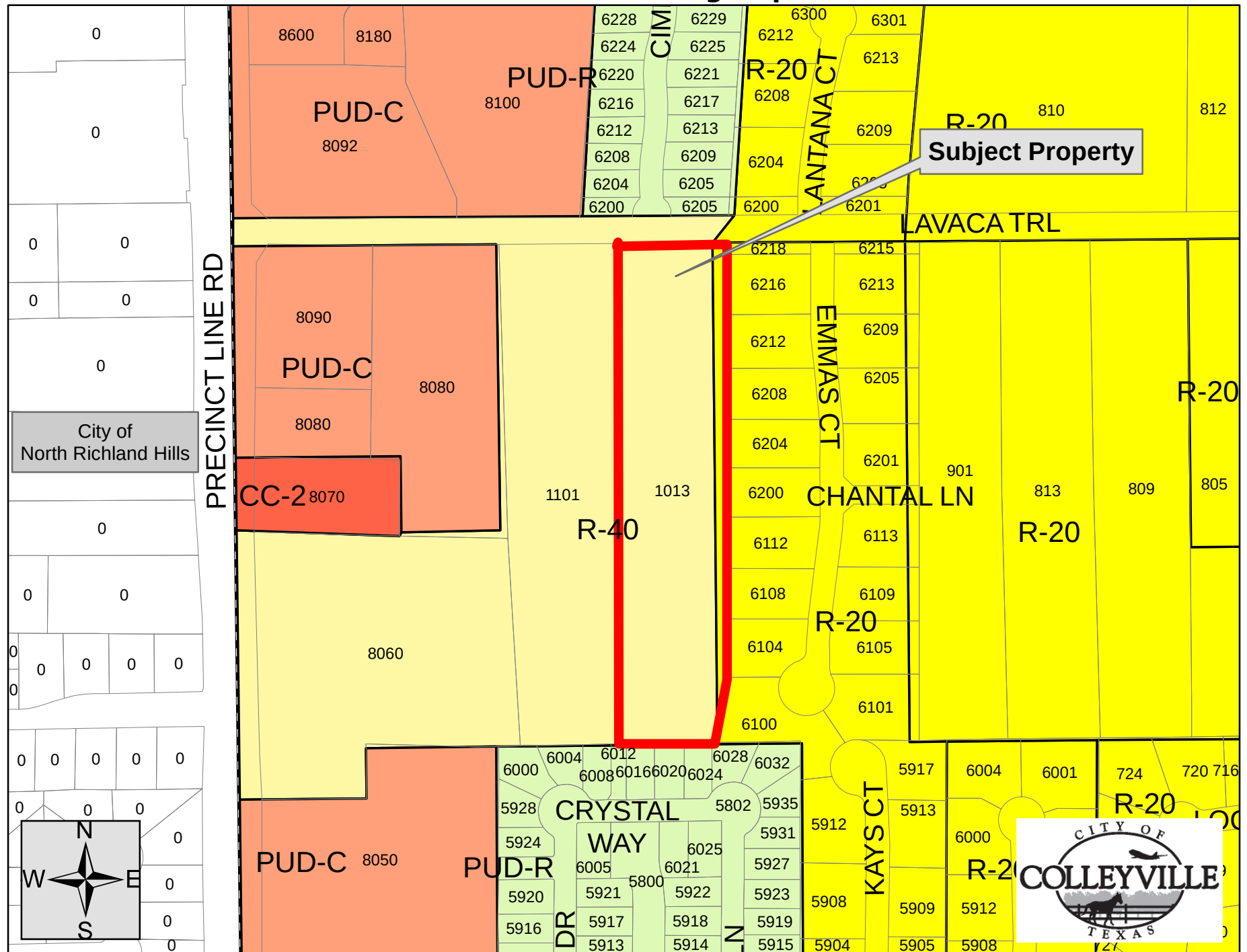
Recommendation

Approve

Attachments

1. Location and Zoning Map
2. Aerial
3. Future Land Use
4. Buffer Map
5. Notification List
6. Letters of Opposition
7. Petition Received August 19, 2015
8. Opposition Map
9. Development Comparison Details Form
10. Small Lot Development Comparison Chart
11. Statement of Planning Objectives
12. Zoning Exhibit
13. Ordinance O-15-1963

Location and Zoning Map



Aerial

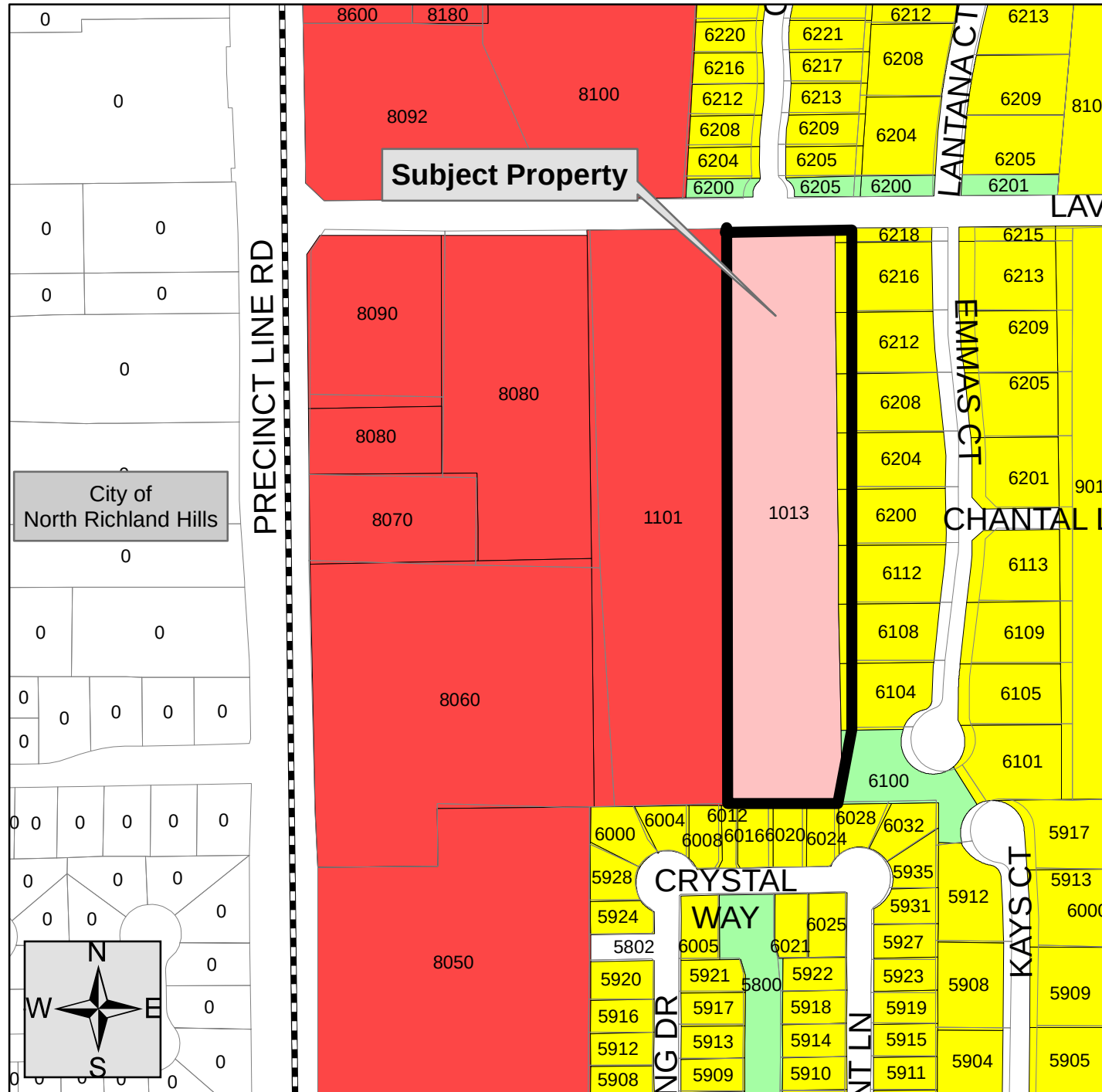


Subject Property

City of
North Richland Hills



Future Land Use

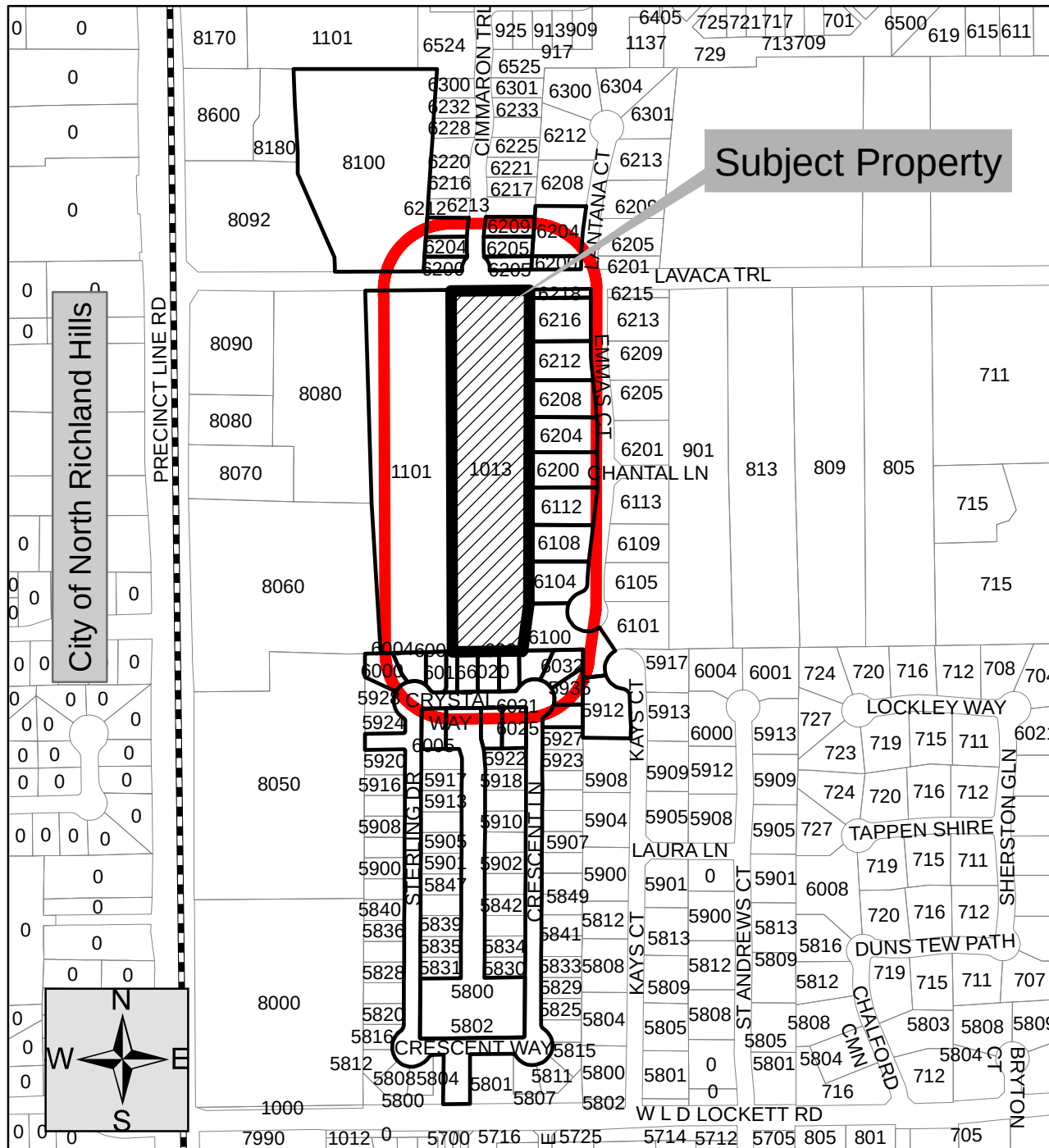


Legend

- Subject Property
- Parcels
- Single Family
- Multi-Family
- Office
- Retail
- Institutional
- Industrial
- Roadway
- Utilities
- Parks
- Private Open Space
- Water
- City Limit



Buffer Map



Case ZC15-012

1013 Lavaca Trail

Subject Property

Legend

-  Properties within 200 feet
-  Subject Property
-  Parcels



Notification List

Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Situs Address
HSU LISA L W	6204 LANTANA CT	COLLEYVILLE	TEXAS	76034	6204 LANTANA CT
LAVACA PARC HOMEOWNERS ASSC	1540 KELLER PKWY STE 108-151	KELLER	TEXAS	76248	6200 LANTANA CT
JAETZOLD CORY B	6204 EMMAS CT	COLLEYVILLE	TEXAS	76034	6204 EMMAS CT
STURGEON JOHN M III	6112 EMMAS CT	COLLEYVILLE	TEXAS	76034	6112 EMMAS CT
A R A F INC.	17320 MARIANNE CIR	DALLAS	TEXAS	75252	6200 EMMAS CT
MOTI SALEEM	6216 EMMAS CT	COLLEYVILLE	TEXAS	76034	6216 EMMAS CT
L T ESTATES HOA INC	215 W COLLEGE ST	GRAPEVINE	TEXAS	76051	6218 EMMAS CT
WARRICK DAVID	6104 EMMAS CT	COLLEYVILLE	TEXAS	76034	6104 EMMAS CT
PATEL SHAILESH	6108 EMMAS CT	COLLEYVILLE	TEXAS	76034	6108 EMMAS CT
RIFFE BRYAN D	6208 EMMAS CT	COLLEYVILLE	TEXAS	76034	6208 EMMAS CT
AJBANI VIVEK CHANDRAKANT	6212 EMMAS CT	COLLEYVILLE	TEXAS	76034	6212 EMMAS CT
USMC COLLEYVILLE LLC	14881 QUORUM DR STE 250	DALLAS	TEXAS	75254	8100 PRECINCT LINE RD
L T ESTATES HOA INC	215 W COLLEGE ST	GRAPEVINE	TEXAS	76051	6100 EMMAS CT
RUGGERE JUDY	1013 LAVACA TR	COLLEYVILLE	TEXAS	76034	1013 LAVACA TR
CAREY DEVIN J	6020 STERLING DR	COLLEYVILLE	TEXAS	76034	6020 STERLING DR
LARSEN SCOTT R	6016 STERLING DR	COLLEYVILLE	TEXAS	76034	6016 STERLING DR
EMERALD PARK H A INC	400 COUNTRY PL	COLLEYVILLE	TEXAS	76034	6012 STERLING DR
DUDDING MICHAEL	6025 STERLING DR	COLLEYVILLE	TEXAS	76034	6025 STERLING DR
GRASSI KAREN	6005 STERLING DR	COLLEYVILLE	TEXAS	76034	6005 STERLING DR
AKINMERESE OLAWALE	5912 KAYS CT	COLLEYVILLE	TEXAS	76034	5912 KAYS CT
STANLEY LARRY J EST	1101 LAVACA TR	COLLEYVILLE	TEXAS	76034	1101 LAVACA TR
VILLAS OF COLLEYVILLE HOA LLC	1108 W PIONEER PKWY	ARLINGTON	TEXAS	76013	6200 CIMMARON TR
VILLAS OF COLLEYVILLE HOA LLC	1108 W PIONEER PKWY	ARLINGTON	TEXAS	76013	6205 CIMMARON TR
POWERS RICHARD D	6204 CIMMARON TR	COLLEYVILLE	TEXAS	76034	6204 CIMMARON TR
MOLSON ALAN H	6205 CIMMARON TR	COLLEYVILLE	TEXAS	76034	6205 CIMMARON TR
GUGLIUZZA DOMENICO A	6208 CIMMARON TR	COLLEYVILLE	TEXAS	76034	6208 CIMMARON TR
APGAR RICHARD JR	6209 CIMMARON TR	COLLEYVILLE	TEXAS	76034	6209 CIMMARON TR
HALL CHARLES	5935 CRESCENT LN	COLLEYVILLE	TEXAS	76034	5935 CRESCENT LN
ROBBINS DONALD	5931 CRESCENT LN	COLLEYVILLE	TEXAS	76034	5931 CRESCENT LN
EISENBARTH JENNIFER L	6032 STERLING DR	COLLEYVILLE	TEXAS	76034	6032 STERLING DR
GRACE STEPHEN	6000 STERLING DR	COLLEYVILLE	TEXAS	76034	6000 STERLING DR
EMERALD PARK H A INC	400 COUNTRY PL	COLLEYVILLE	TEXAS	76034	5802 CRESCENT LN
PANCHAL PRINCE H	6024 STERLING DR	COLLEYVILLE	TEXAS	76034	6024 STERLING DR
CROWE DANIEL L	6028 STERLING DR	COLLEYVILLE	TEXAS	76034	6028 STERLING DR
BRICE TONY J	6021 STERLING DR	COLLEYVILLE	TEXAS	76034	6021 STERLING DR
EMERALD PARK H A INC	400 COUNTRY PL	COLLEYVILLE	TEXAS	76034	5800 CRESCENT LN
CARRINGTON WADE	6004 STERLING DR	COLLEYVILLE	TEXAS	76034	6004 STERLING DR
MILLS ANDREW E	6008 STERLING DR	COLLEYVILLE	TEXAS	76034	6008 STERLING DR
LAVACA TRAIL ESTATES HOA	215 W COLLEGE ST	GRAPEVINE	TEXAS	76051	COURTESY NOTICE
EMERALD PARK HOA	5837 CRESCENT	COLLEYVILLE	TEXAS	76034	COURTESY NOTICE
VILLAS OF COLLEYVILLE HOA	1858 W. PIONEER PARKWAY	ARLINGTON	TEXAS	76013	COURTESY NOTICE
KELLER ISD	350 KELLER PARKWAY	KELLER	TEXAS	76248	STATE REQ.
JOHN FEGAN	PO BOX 126	COLLEYVILLE	TEXAS	76034	APPLICANT

Public hearing notices were mailed
Friday, June 26, 2015 by Taci Wrisley

Letters of Opposition

Taci Wrisley

From: Carel Tornes
Sent: Sunday, August 9, 2015 6:35 PM
To: Taci Wrisley
Subject: Fwd: 1013 Lavaca Trail, Colleyville, TX

----- Forwarded message -----

From:
Date: Sun, Aug 9, 2015 at 6:07 PM
Subject: 1013 Lavaca Trail, Colleyville, TX
To:

Dear Planning and Zoning Commission Member,

I have some deep concerns regarding the proposed development for 1013 Lavaca Trail in Colleyville, TX. I currently live in a home that is adjacent to this area. My concern is that the proposed RPUD development would allow for the building of smaller homes, zero lot-line homes and even multifamily dwellings in my area. Part of the reason that I moved to Colleyville is the quality of life and the beautiful homes with generous lot sizes. I do not want this defining character of Colleyville to be destroyed, turning us into the next Southlake. I also am concerned that smaller homes with small lots will decrease my property values, invade the privacy of my home/back yard and make my home eventually much more difficult to sale. I am also worried about flooding concerns as the drainage from my yard goes down into this area.

Thank you for taking my concerns into account as you ponder this zoning change.

Thanks,

John Sturgeon MD

Letters of Opposition

Taci Wrisley

From: Carel Tornes
Sent: Sunday, August 9, 2015 10:23 PM
To: Taci Wrisley
Subject: Fwd: 1013 Lavaca Trail Development
Attachments: DSC_0384.JPG

----- Forwarded message -----

From: **David Warrick**
Date: Sun, Aug 9, 2015 at 9:17 PM
Subject: 1013 Lavaca Trail Development
To:

Dear Planning and Zoning Commission:

We are concerned about the proposed development at 1013 Lavaca Trail, just behind our property. The latest plan has no drainage retention accommodations (earlier plans did - photo of property when flooded is attached), and we were told by the developer that he would elevate the ground level behind us. This would cause flooding from the water run off to our home site. We object to RPUD re-zoning of property.

Also, the future homes should reflect the recently constructed properties to the east of the proposal development. Most of the lots east of the development are zoned at approximately a half acre or more.

The smaller lots will decrease the value of ALL surrounding property generate higher noise levels and destroy the tranquility of the area. We have added \$50K of landscaping to our back yard, which includes on each side of our back fence trees to create a shade berm for privacy. If these trees are removed or damaged that would destroy the ambiance of our back yard that we and wildlife enjoy.

Therefore, we object to this project as it is being proposed as it will devalue our property and create flooding issues.

--

Letters of Opposition

Beth & David Warrick

6104 Emmas Court,

Colleyville, TX 76034

[630-667-3751](tel:630-667-3751)

Letters of Opposition



Letters of Opposition

Gmail - Proposed Development at 1013 Lavaca Trail

Page 1 of 2



Joel Stanley

Proposed Development at 1013 Lavaca Trail

2 messages

Joel Stanley

Wed, Aug 12, 2015 at 10:10 PM

To:

Bcc

Chris,

Below are my comments from the Zoning Committee meeting 8-10-15

Colleyville Zoning Committee Mtg

There were multiple misrepresentations made during the Committee meeting by Mr. Fegan on August 10.

First, it grossly understated the amount of the proposed development that currently floods during typical rainy days.

Second, it was stated that the developer and his engineer had previously met on multiple occasions but had not been able to reach a compromise. The truth is that no compromise was ever offered. In fact they arrogantly state they did not need to compromise that the proposed design met the requirements and he planned to move forward.

Mr. Fegan was asked if they could come up with an alternate design that would not require as many variances. Mr Fegan represented that other design options with fewer zoning variances would not allow his investment to remain as profitable. I fail to see why the zoning Committee should feel any responsibility to bend the zoning regulations to aid an investors profits especially at such a high cost to other surrounding properties.

The property at 1101 Lavaca has been under attack by developments for years. As the city has allowed development up stream (Meadows Creek) to be constructed the increase in water has had a dramatic affect on the volatility and overall volume flowing onto the property. This increased water has negatively affected not only 1101 Lavaca but each of the properties to the east and west.

Besides the original meeting with Fegan and his engineer we have met with Constinteen regarding a possible commercial development to the west. The commercial development proposed a canal be constructed similar to the canals constructed downstream in the adjacent developments on either side of LD Lockett. The estimated cost of the canal would be approximately \$216,000. They proposed that the canal divert water flowing from the covert under Lavaca Trail to the east on to 1101 Lavaca and the canal would occupy approximately 1.75 acres of the property. They also proposed that my mother cover 75% of the cost as most of the canal would be on her property totaling more that \$158,000.

Several questions were raised regarding the high density of homes and lot sizes as small as 7200 square feet. This only allows for back yards to be approximately 20' from the fence line of previously built R-20 residences. All of the residences with backyards connected to the proposed development have signed a petition in opposition of the small lot sizes and the extreme proximity of the homes to their fence line. The Committee asked that they require at least 2 - 3" trees in each back yard. Keep in mind the back yard is only 50'X20'. I don't believe that will allow for the backyard to grow grass. They have also proposed at least 1 tree in the front yard. With a tree, walkway and drive way there will very little open space remaining in the front yard as well.

Mr. Fegan and his engineer were asked on about 4-5 occasions to approach and answer additional questions. due this secondary questioning is when most of these misrepresentations were made.

Letters of Opposition

I challenge the zoning Committee to consider evaluating the larger opportunity at hand instead of looking at each proposed development individually in this area. The surrounding developments have improved the ambiance of the area but it has come at great cost to some due to little to no master planning.

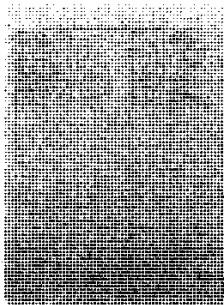
See attached petition. I will continue to work on getting the remaining home owners to sign this weekend. I will also send you a copy of the proposed commercial plan to the west of 1101 Lavaca Trail.

Also see the attached notice that was sent to the neighboring residences and as well as the proposed development drawing.

Thanks,

Joel

2 attachments



Petition As of 20150810.JPG
1374K

 **Scan0063.pdf**
1471K

Chris Putnam
To: Joel Stanley

Thu, Aug 13, 2015 at 8:14 AM

Thanks, Joel. Here is the packet from the meeting. You may want to reach out to David Warrick in the meantime who also sent me an email on this topic.

Chris
972-839-2343

From: Joel Stanley
Date: Wednesday, August 12, 2015 at 10:10 PM
To: Chris Putnam
Subject: Proposed Development at 1013 Lavaca Trail
[Quoted text hidden]

 **2015-08-10 Planning and Zoning Commission Agenda Packet.pdf**
7355K

Letters of Opposition

Date: <u>8/10/2015</u>	SPEAKER CARD
☐ I will speak In Support of this item.	
☒ I will speak In Opposition to this item.	
☐ I do not wish to speak, but please record my: ☐ support ☐ opposition	
Agenda Item Number: <u>3B</u>	
Name: <u>Elizabeth Warrick</u>	
Address: <u>16104 Emma's Court</u>	
City: <u>Colleyville</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: <u>3129333193</u>	Representing: <u>Self and Spouse</u> (organization/self)
I understand I am limited to speaking for five minutes.	
For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.	
Signed: <u>Elizabeth Warrick</u>	
This information is a Public Record.	

Date: <u>8-10-2015</u>	SPEAKER CARD
☐ I will speak In Support of this item.	
☒ I will speak In Opposition to this item.	
☐ I do not wish to speak, but please record my: ☐ support ☐ opposition	
Agenda Item Number: <u>3B</u>	
Name: <u>Lynnette Stanley</u>	
Address: <u>1101 Lavaca Trail</u>	
City: <u>Colleyville</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: <u>817-398-4003</u>	Representing: <u>Self</u> (organization/self)
I understand I am limited to speaking for five minutes.	
For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.	
Signed: <u>Lynnette Stanley</u>	
This information is a Public Record.	

Letters of Opposition

Date: 8/10/15 **SPEAKER CARD**

☐ I will speak **In Support** of this item.
☒ I will speak **In Opposition** to this item.
☐ I do not wish to speak, but please record my: ☐ support ☐ opposition

Agenda Item Number: 3b
Name: Joel Stanley
Address: 1101 Lavaca Trail / 1609 Douglas Ave
City: Colleyville **State:** TX **Zip Code:** 76034
Telephone Number: 817-235-4954 **Representing:** Lynnette Stanley
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed:  **This information is a Public Record.**

Date: 8-10-2015 **SPEAKER CARD**

☐ I will speak **In Support** of this item.
☒ I will speak **In Opposition** to this item.
☐ I do not wish to speak, but please record my: ☐ support ☐ opposition

Agenda Item Number: 3B
Name: Calli Stanley
Address: ~~1101 Lavaca Trail~~ 1609 Douglas Avenue
City: Colleyville **State:** TX **Zip Code:** 76034
Telephone Number: 817-722-8300 **Representing:** Lynnette Stanley
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed:  **This information is a Public Record.**

Letters of Opposition

Date: 8/10/15

SPEAKER CARD

☐ I will speak **In Support** of this item.

☒ I will speak **In Opposition** to this item.

☐ I do not wish to speak, but please record my: ☐ support ☐ opposition

Agenda Item Number: 2C15-012 3 B

Name: CORY JAETZOLD

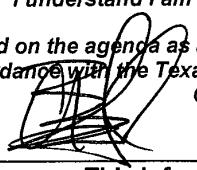
Address: 6204 EMMA CT

City: COLLEYVILLE State: TX Zip Code: 76034

Telephone Number: 214 704 5278 Representing: SELF
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: 

This information is a Public Record.

Date: 8/10/15

SPEAKER CARD

☐ I will speak **In Support** of this item.

☒ I will speak **In Opposition** to this item.

☐ I do not wish to speak, but please record my: ☐ support ☐ opposition

Agenda Item Number: 2C15-012 3 B

Name: BRYAN LEBES

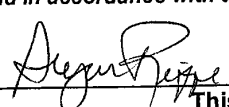
Address: 6208 EMMA CT

City: COLLEYVILLE State: TX Zip Code: 76034

Telephone Number: 682 325 4214 Representing: SELF
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: 

This information is a Public Record.

Letters of Opposition

Date: 8/10/15 **SPEAKER CARD**

☐ I will speak **In Support** of this item.
☐ I will speak **In Opposition** to this item.
☒ I do not wish to speak, but please record my: ☐ support ☒ **Opposition**

Agenda Item Number: ZC15-012-3B
Name: DAVID WARRICK
Address: 6104 ENNAS CT.
City: COLLEYVILLE State: TX Zip Code: 76034
Telephone Number: 6306673751 Representing: SELF
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: [Signature]
This information is a Public Record.

Date: 8/10/15 **SPEAKER CARD**

☐ I will speak **In Support** of this item.
☐ I will speak **In Opposition** to this item.
☒ I do not wish to speak, but please record my: ☐ support ☒ **Opposition**

Agenda Item Number: 3b
Name: Jason Stanley
Address: 909 Chateau Ct
City: Colleyville State: TX Zip Code: 76034
Telephone Number: 841.337.3334 Representing: _____
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: [Signature]
This information is a Public Record.

Letters of Opposition

Date: 8-10-2015 **SPEAKER CARD**

☐ I will speak **In Support** of this item.
☐ I will speak **In Opposition** to this item.
☒ I do not wish to speak, but please record my: ☐ support ☒ **Opposition**

Agenda Item Number: 3B

Name: Benée B. Baptiste

Address: 1928 Shadowood Trl.

City: Colleyville State: TX Zip Code: 76034

Telephone Number: (770) 262-1912 Representing: Self
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: 
This information is a Public Record.

Date: 8-10-15 **SPEAKER CARD**

☐ I will speak **In Support** of this item.
☐ I will speak **In Opposition** to this item.
☒ I do not wish to speak, but please record my: ☐ support ☒ **Opposition**

Agenda Item Number: 3B

Name: Abrian Stanley

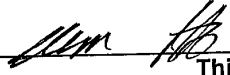
Address: 1928 Shadowood Trl.

City: Colleyville State: TX Zip Code: 76034

Telephone Number: (678) 628-9531 Representing: Self
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: 
This information is a Public Record.

Letters of Opposition

SPEAKER CARD

Date: 9-1-2015

Agenda Item Number: 6a ← Item must be completed!

For example: **5a (this can be found on the far left side of the agenda copy)**

_____ I will speak **In Support** of this item. 6a[✓] I will speak **In Opposition** to this item.

_____ I do not wish to speak, but please record my: _____ **support** _____ **opposition**

Name: Lynnette Stanley

Address: 1101 Lavaca Trail City: Colleyville

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: Lynnette Stanley

This information is a Public Record

Letters of Opposition

SPEAKER CARD

Date: 9-1-15

Agenda Item Number: 6a ← Item must be completed!

For example: **5a (this can be found on the far left side of the agenda copy)**

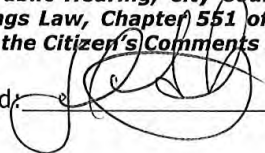
_____ I will speak **In Support** of this item. X I will speak **In Opposition** to this item.

_____ I do not wish to speak, but please record my: _____ **support** _____ **opposition**

Name: Joel Stanley 1609 Douglas Ave

Address: 1101 Lavaca Trail City: Collegeville

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: 

This information is a Public Record

Letters of Opposition

SPEAKER CARD

Date: 9/1/2015

Agenda Item Number: 60a ← Item must be completed!

For example: **5a (this can be found on the far left side of the agenda copy)**

_____ I will speak **In Support** of this item. ☒ I will speak **In Opposition** to this item.

_____ I do not wish to speak, but please record my: _____ **support** _____ **opposition**

Name: Elizabeth Warrick?

Address: 6104 Emmet Ct

City: Colleyville

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: Elizabeth Warrick

This information is a Public Record

Letters of Opposition

SPEAKER CARD

Date: 9/1/2015

Agenda Item Number: _____ ← Item must be completed!

For example: 6A **5a (this can be found on the far left side of the agenda copy)**

_____ I will speak **In Support** of this item. _____ I will speak **In Opposition** to this item.

X I do not wish to speak, but please record my: _____ support X opposition

Name: Dave Warrick

Address: 16104 Emmas Ct City: Colleyville

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: Dave Warrick

This information is a Public Record

Petition Received August 19, 2015

Colleyville citizen OPPOSED to the proposed developemnet at 1013 Lavaca Trail of less than R20

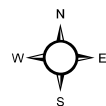
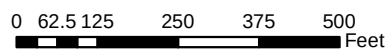
[illegible]

[illegible]

Total Land Area in Buffer (Includes R.O.W): 644172.708776 Sq Ft / 14.78 Total Acres
Total Land Area Opposed (within 200 ft Notice Area): 329369.147675 Sq. Ft/ 7.56 Total Acres
Percent of Land Opposed (within the 200 ft. Notice Area): 51.13%

 200 ft Buffer
 Properties within the 200ft Buffer
 Parcels

1013 Lavaca Trail



Development Comparison Details Form

#1

Name *	John Fegan
Company (if applicable)	Compass Realty, LP
Email Address *	
Project Name and/or Project Address *	Lavaca Villas
Total Number of Residential Lots *	16
Minimum Lot Width (in feet) *	50
Minimum Lot Depth (in feet) *	75
Minimum Lot Size (in square feet) *	7200
Average Lot Size (in square feet) *	7488
Maximum Lot Coverage (percentage) *	48
Proposed Right-of-Way Area (square feet AND acreage) *	60,075sf & 1.379acres
Total Gross Acreage of the Subject Property (including ROW) *	222,578sf & 5.11acres
Please explain the source of the gross acreage calculation/number. *	This is the entire area of the vacant lot at Lot 4, Blk 1, Lavaca Trail Addn.
Total Net Acreage of the Subject Property (NOT including ROW) *	3.73
Please explain the source/method of the net acreage calculation/number. *	Proposed Lavaca Trail Dedication & Proposed Fegan Court were subtracted from the Gross Acreage
Gross Density (dwelling units per acre) *	3.13
Net Density (dwelling units per acre) *	4.29
Common Open Space Area (square feet AND acres) *	42,580sf & 0.98acres
Please explain the source/method of the common open space area calculation/number. *	The area of the only HOA lot for this development
Common Open Space Percentage *	19.1
Please explain the numbers utilized for the common open space percentage calculation. *	42,580 (Common Open Space Area) divided by 222,578 (Total Gross Acreage) for a percentage of 19.1%
Created	Updated

9/10/2015	Wufoo · Entry Manager	
9 Sep 2015 5:02:49 PM	71.240.183.210 IP Address	10 Sep 2015 4:08:17 AM
PUBLIC		ABRA R. NUSSER

1 Comment



Abra R. Nusser · 1 minute ago on 10 Sep 2015
Edited form re open space percentage per applicant confirmation/direction upon miscalculation by applicant (subtracted Lavaca Trail ROW dedication from total gross acreage).

Small Lot Development Comparison Chart - 1996 to 2015

Subdivision Name	Total Lots	Minimum Lot Width (feet)	Minimum Lot Depth (feet)	Minimum Lot Size (square feet)	Average Lot Size (square feet)	Maximum Lot Coverage	Gross Density - Dwelling Units Per Acre *	Net Density - Dwelling Units Per Acre **	Total Acres	Open Space	Approval Date	Ordinance
Spring Garden	43	100	120	2,412	NA	50%	6.4	8.2	6.7	19.4%	12.17.96	O-96-1052
Villas of Caldwell Creek	43	100	120	NA	NA	50%	3.7	4.5	11.5	28.0%	4.1.97	O-97-1062
Bridges at Riverwalk	32	56	106	6,001	6,479	50%	2.7	3.5	12.0	25.5%	12.21.99	O-99-1192
Riverwalk at Colleyville	68	115	60	6,331	7,666	50%	3.3	4.2	23.7	20.7%	4.4.00	O-00-1210
Rosewood Villas	53	59	110	6,490	6,753	60%	3.6	4.5	14.8	24.0%	8.8.01	O-01-1286
Emerald Park	71	60	120	7,200	NA	50%	3.6	4.6	20.0	20.0%	10.1.02	O-02-1366
Tuscany	32	60	110	6,600	8,304	50%	3.6	4.8	8.8	6.6%	2.17.04	O-04-1442
Tiffany Park	25	60	100	7200	NA	50%	3.5	4.0	7.2	19.5%	11.16.04	O-04-1487
Cambridge Place	36	50	58	4,500	5,300	60%	3.9	4.9	9.2	22.5%	7.6.04	O-04-1467
Villas at Oak Pointe	74	30/56	90/115	2,700/6,440	NA	90% and 58%	3.7	5.4	19.8	22.9%	8.2.06	O-06-1584
Copperglen	22	55	105	5,924	NA	65%	3.9	4.9	5.6	20.0%	10.17.06	O-06-1595
Villas of Colleyville	67	59	115	6,655	7,936	60%	3.3	3.9	20.5	21.0%	08.21.07	O-07-1627
Enclave at Arbor Estates	16	65	120	10,000	NA	50%	2.8	3.3	5.6	19.3%	09.18.07	O-07-1634
Creskide at Colleyville	228	50	105	5,000	7,257	65%	2.4	3.0	96.4	29.0%	11.27.07	O-07-1645
Somerset Manor	77	50	110	5000	6,500	50%	4.2	5.0	18.3	21.5%	05.05.08	O-08-1672
Heritage Oaks	100	30/50	90	2,700/4,500	NA	75% and 90%	4.4	6.6	22.8	30.4%	03.21.06	O-10-1749
Ivy Glen	10	55	110	5,890	8,200	65%	3.4	4.0	2.9	20.1%	03.05.13	O-13-1864
The Preservation	36	60	140	8,500	NA	50%	3.0	3.5	12.0	23.0%	05.14.13	O-13-1867
Heron Pond	49	60/74	120	7,000/9000	NA	65%	3.2	3.7	15.4	22.1%	11.19.13	O-13-1894

Average	56.95	66	107	6,247	7,155	55%	3.6	4.6	17.5	21.9%		
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Zoning Case ZC15-011 - Roberts	12	50	97	4,882	5,145	66%	4.6	6.3	2.6	17.3%		
Zoning Case ZC15-012 - Lavaca	16	50	75	7,200	7,488	48%	3.1	4.3	5.1	19.1%		

* Gross Density is calculated by dividing the total number of residential lots by the total acres of the development, including rights-of-way.

** Net Density is calculated by dividing the total number of residential lots by the total acres of the development, less any rights-of-way.

>>Items in **BLUE** are not referenced in ordinance or supporting materials therefore items defaulted to Section 3.24.G Schedule of District Regulations of the LDC.



Last Updated 9/11/2015

LAVACA VILLAS
1013 Lavaca Trail
Redevelopment of Lot 4, Block 1, Lavaca Trail Addition
Colleyville, Tarrant County, Texas

Statement of Planning Objectives

Currently, the properties to the north, east, south, and west of the subject lot are zoned residential. The Future Land Use Plan currently designates this property as Office; and as a transition between residential to the east and commercial to the west.

A floodplain which spans north/south encompasses most of the adjacent lot to the west and a portion of the subject lot. This floodplain could serve as a natural buffer between commercial and residential zones; and we request the subject property be zoned PUD-R, allowing the adjacent floodplain to provide for a transition between residential and commercial uses to the west.

We understand that the requested zoning also requires updating of the Land Use Plan from Office to Residential to accommodate the proposed PUD-R.

Compass Realty has successfully developed the neighboring Villas of Colleyville, across the street, and believes a similar development on the subject property will serve the community and quickly enhance tax revenue for the City of Colleyville.

The following lists elements of the proposed development:

- Home Size of 2,200 SF Minimum
- One and Two Story Homes
- Steep (10:12 to 12:12) Roof Pitch
- Two Car Garages w/Cedar Doors
- Decorative or Exposed Aggregate Driveways
- Ornamental Rod Iron Fencing and Gates Facing the Street
- Minimum of Two Trees in Each Front Yard
- Residential Fire Sprinkler Systems
- Price Point ± \$450,000
- Lay-Down Street Curbs for Smooth Driveway Transitions
- HOA Maintained Open Space w/Trees

The market demand for these types of smaller homes with reduced yard maintenance continues. We believe the buyers presently live in larger houses on large lots or acreage; they wish to remain in the Colleyville area and live in a smaller home of very high quality with very little maintenance.

Lavaca Villas would consist of sixteen (16) custom villas similar in style to those in the Villas of Colleyville. The proposed court would be a public street and would not have a gated entrance. A HOA owned green space lot would be provided.

RESIDENTIAL DENSITY. The development proposes sixteen (16) residential units on this 5.07 acre property with a density of 3.13 dwelling units per acre which is comparable to other approved PUDR developments within the City.

LOT SIZE & WIDTHS. The development proposes a minimum lot size of 7,200 SF and average lot size of 7,488 which is comparable to other approved PUDR developments within the City. The proposed minimum lot width is 50 feet which is similar to other approved PUDR developments. Most lots are typically 59 feet by 127 feet (≈7,500 square feet) with a front building line of 20 feet, and side building line of 5 feet. However, some of the non-typical lots propose a 15 foot front building line.

OPEN SPACE. Nineteen point three (19.3) percent of the development is reserved for open space. The development proposes a 25 foot wide greenbelt lot that serves as a buffer to the adjacent property to the west. The open space area will be owned by the HOA and landscaped with one-three inch caliper tree per each 40 feet of street frontage.

SIDEWALKS AND TRAILS. A public eight (8) foot wide trail is proposed along Lavaca Trail frontage. Four (4) foot wide sidewalk is proposed on the east side of Lavaca Villas Court; and will be constructed as each home is built.

FENCES, WALLS AND SCREENING. The Developer proposes to construct stone and brick pilasters with ornamental rod iron fencing along Lavaca Trail. An entry feature would incorporate a masonry monument sign designating the development as “Lavaca Villas Court”.

ACCESS. The cul-de-sac development will have access via Lavaca Trail. In addition, a 50 foot wide public access easement is proposed for the possible future connection by the adjacent property to the west.

MONUMENT SIGN. A masonry monument sign is proposed to be constructed at the entrance of the development, and be incorporated into the masonry and ornamental iron fence.

SURROUNDING DEVELOPMENT TRENDS. The surrounding properties are single-family residential and with some commercial/retail uses to the west. The properties to the north, east, south, & west are currently zoned residential. However, the adjacent west property has a future land use designation of retail.

TREE PRESERVATION. Every effort will be made to preserve trees... and a detailed tree survey of the property will be prepared for use during the design. Also, a tree preservation plan will be provided after final plat approval, at the time of submittal for a clearing and grading permit.

INFRASTRUCTURE. Public water is proposed to be extended through the development and a looped connection to the existing water system is proposed on Emmas Court. Public sewer will also be extended through the development. Water and sanitary sewer services will be extended to each lot.

DRAINAGE FACILITIES & STORMWATER RUNOFF. This development proposes to provide drainage facilities, in compliance with the City's Uniform Development Code, to safely convey onsite and offsite stormwater runoff to the existing concrete channel at Emerald Park.

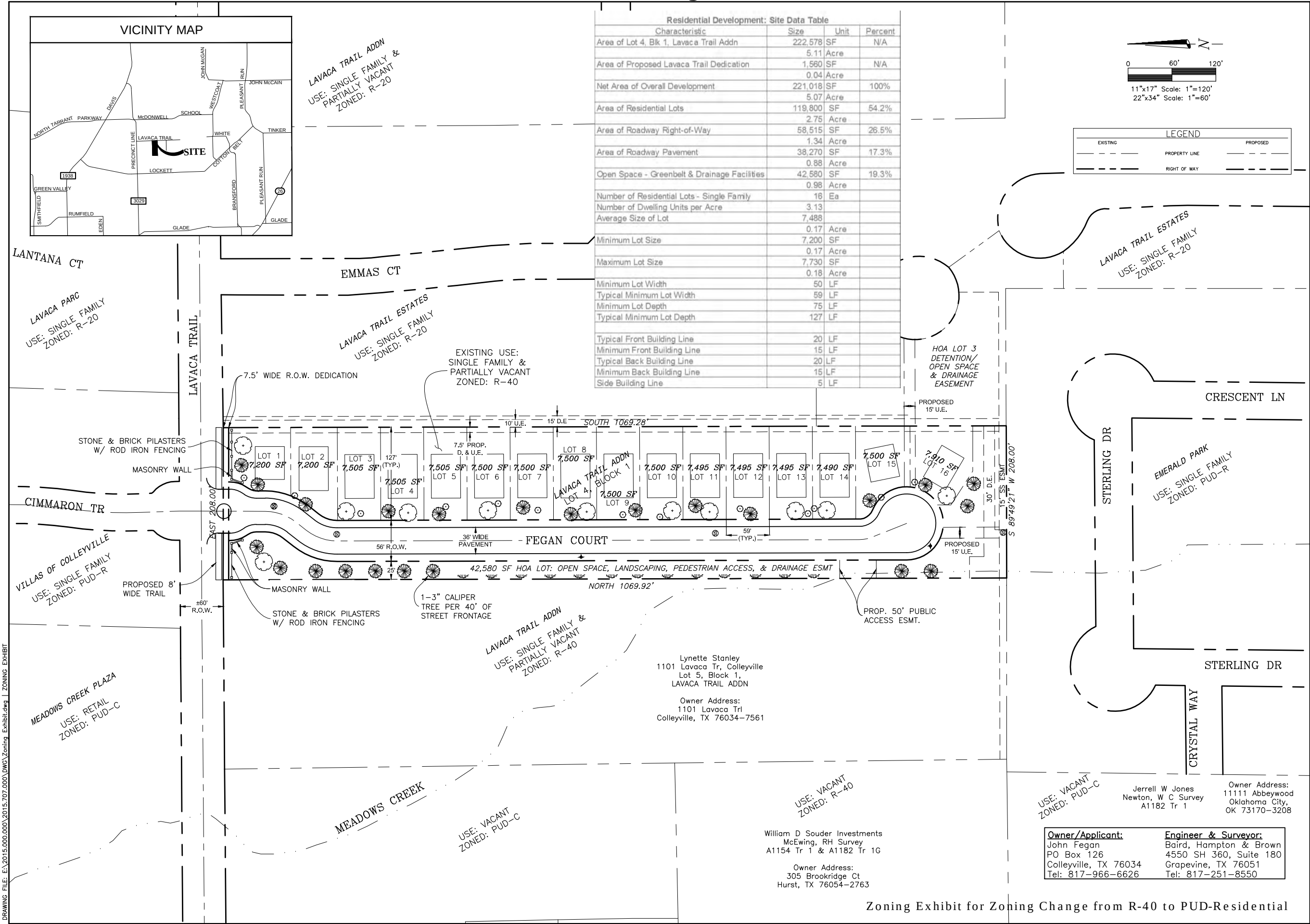
A portion of the property is in the floodplain; and a preliminary flood study has been prepared, and provided to Engineering, documenting the proposed reclamation of a small portion of the flood fringe.

The Developer anticipates submitting a Letter of Map Revision (LOMR) for a FEMA map revision, further documenting that all lots are outside of the floodplain, and that all homes are to be constructed well above the floodwater elevation.

TRAFFIC GENERATION. The Developer does not propose to provide a Traffic Impact Analysis since the development is not projected to generate in excess of 1,000 vehicles per day. The Institute of Transportation Engineers publication Trip Generation provides estimates of expected traffic generation based on land use. Data has been collected in the United States and Canada since the 1960s, primarily in suburban locations. Single-family residences are expected to generate 9.57 trips per day, on average. Based on this average, a 16 lot development would add approximately 154 vehicle trips per day to the surrounding roadways.

e:\2015.000.000\2015.707.000\docs\zoning phase\2015-07-17 pud zoning submittal\statements of planning objectives_7-17-15.doc

Zoning Exhibit



COMPASS REALTY, LP
PO Box 126
Colleyville, Texas 76034
Phone: (817)966-6626
Contact: John Fegan

Baird, Hampton & Brown, Inc.
Engineering & Surveying
4550 SH 360, Suite 180, Grapevine, TX 76051
Tel: (817)251-8550 Fax: (817)251-8810
TBE FIRM #44, TELS FIRM #001302

REVISIONS		DATE
NO.	DESIGNED:	GC
	DRAWN:	GC
	CHECKED:	KB
	DATE:	July '15

ZONING EXHIBIT
Planned Unit Development
Residential

LAVACA VILLAS
Colleyville, Texas

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW UNDER THE AUTHORITY OF Konstantine Bakintas, PE TX 67022 IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

BHB PROJECT NO:
2015.707.000

SHEET NO:
EXHIBIT A

DRAWING FILE: E:\2015\000\000\2015.707.000\DWG\Zoning Exhibit.dwg | ZONING EXHIBIT

Zoning Exhibit for Zoning Change from R-40 to PUD-Residential

ORDINANCE O-15-1963

AN ORDINANCE AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 5.11 ACRES ON LOT 4, BLOCK 1 OF THE LAVACA TRAIL ADDITION, LOCATED AT 1013 LAVACA TRAIL, FROM THE R-40 - SINGLE FAMILY RESIDENTIAL ZONING DISTRICT TO THE PUD-R - PLANNED UNIT DEVELOPMENT 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 a rezoning under Case No. ZC15-012; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to enact a new zoning ordinance; and

WHEREAS, the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be enforced therein, and to recommend a new zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration, among other things, to the character of the districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and state law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings

and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 5.11 acres on Lot 4, Block 1 of the Lavaca Trail Addition, located at 1013 Lavaca Trail, from the R-40 - Single Family Residential District to the PUD-R - Planned Unit Development Residential District, as depicted in the attached Exhibit "A".
- Sec. 3. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The purpose of this PUD-R is for a single-family residential development of 16 detached dwelling units, constructed at a maximum net density (not including street right-of-way) of 4.3 dwelling units per acre (16 divided by 3.73 acres).
- b. The subject property is subject to all the regulations contained in the Land Development Code, except as noted herein.

2. DEVELOPMENT PLAN

- a. The development shall be generally consistent with Exhibit "B," which shall not be considered the associated plat. The actual street and lot arrangement may differ from that

shown on Exhibit "B" to accommodate topographic, drainage, or other conditions. All final details are subject to the other provisions of this ordinance and all other City codes and regulations.

- b. The houses constructed shall have steep (10:12 to 12:12) roof pitches.
- c. The driveways shall be decorative or exposed aggregate.
- d. There shall be lay-down street curbs for smooth driveway transitions.
- e. There shall be two-car garages with cedar doors.

3. PERMITTED USES

- a. Single Family Detached Dwellings
- b. Common Open Space Areas

4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS

Residential lot requirements and setbacks shall comply with the following provisions:

- a. Minimum Lot Size: 7,200 square feet
- b. Minimum Lot Depth: 75 feet
- c. Minimum Lot Width: 50 feet
- d. Front Building Line: 15-20 feet (15 feet minimum on Lots 1, 2, 15, and 16)
- e. Side Building Line: 5 feet
- f. Rear Building Line: 20 feet (15 feet minimum on Lots 1, 2, 15, and 16)
- g. Maximum Lot Coverage: 48 percent

5. OPEN SPACE AND LANDSCAPING

- a. This development shall provide a minimum of 19.1 percent common open space, as shown on Exhibit "B," which shall be for the aesthetic, leisure, and recreational enjoyment of the development's residents. The open space shall comply with the provisions contained in the Land Development Code. All open space areas shall be landscaped and maintained by the Homeowner's Association (HOA).
- b. A minimum of one three-inch caliper tree shall be planted for every 40 linear feet of street frontage along the proposed north-south street.
- c. There shall be a minimum of two, minimum three-inch caliper trees, at the time of planting, in the front yard of each residential lot.
- d. There shall be a minimum of two, minimum three-inch caliper trees, at the time of planting, in the back yard of each residential lot.

6. SCREENING

- a. An ornamental wrought iron fence with brick and stone columns shall be provided along the Lavaca Trail frontage, as reflected in Exhibit "B," prior to final acceptance of the subdivision.
- b. A monument sign designating the development as "Lavaca Villas Court" shall be provided at the project entry, prior to final acceptance of the subdivision.
- c. All common-area fencing and signage shall be maintained by the Homeowners' Association.

7. SIDEWALKS AND TRAILS

- a. An eight-foot trail shall be constructed along Lavaca Trail, prior to final acceptance of the subdivision.

b. A four-foot wide sidewalk shall be provided along the east side of the proposed north-south street. The sidewalk shall be constructed as each adjacent home is built.

- Sec. 5. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase, or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 8. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 9. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort, and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of September 2015.

The second reading and public hearing being conducted on the 15th day of September 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

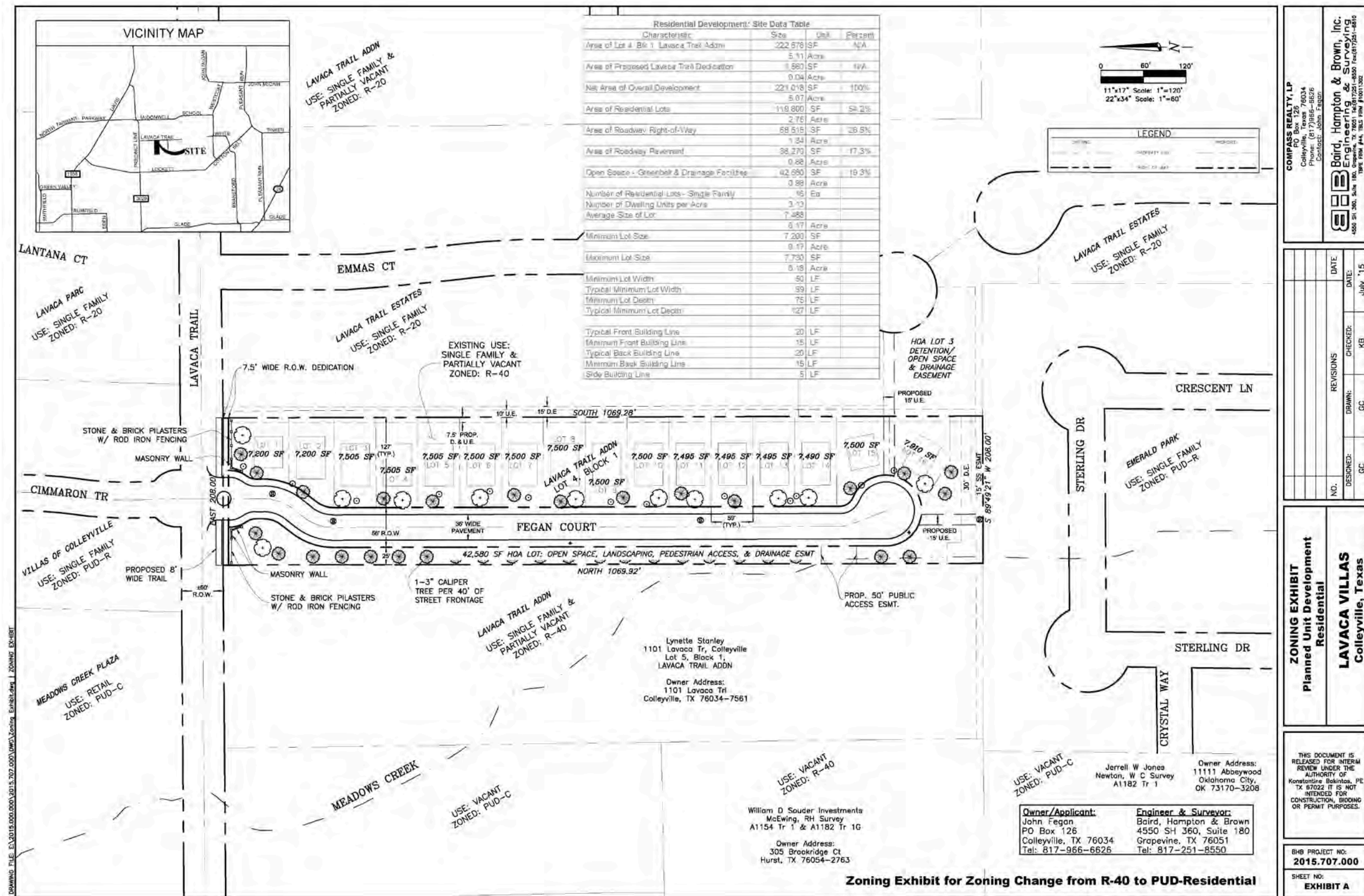
David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney

[illegible]

Exhibit B – Zoning Exhibit





City of Colleyville City Council Agenda Briefing

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

Agenda Number 5b

Agenda Date 09/15/2015

Number Ordinance O-15-1964

Type Ordinance

Department Community Development

Title

Consideration of a zoning change from the AG-Agricultural zoning district to the PUDR-Planned Unit Development Residential zoning district on 2.60 acres of Abstract 1034 of the G.W. Minter Survey, located at 5017, 5113, and 5201 Roberts Road, Case ZC15-011

Strategy Map Connection

There is no strategy map connection for this item.

Explanation

Second Reading and Public Hearing

There was one speaker, who spoke in support of the case, at the City Council meeting on September 1, 2015. After the first reading, staff worked with the applicant to provide the development details on the new Development Comparison Details Form to directly populate the Small Lot Development Comparison Chart. Through that work, it was determined one number on the Chart needed to be changed: Net Density went from 6.4 dwelling units per acre to 6.3 dwelling units per acre. This change is due to the applicant providing new information in the Form.

The change to Net Density is reflected in the revised Chart, the agenda briefing text below regarding density, and the draft ordinance. Both staff and the applicant are confident the new form will help to prevent calculation disconnects in the future. The form submitted by the applicant and verified by staff has been attached for reference, as well as an updated Small Lot Development Comparison Chart and draft ordinance. The draft ordinance has also been updated to incorporate three changes as agreed to by the applicant during the first reading discussion: 100 percent masonry homes, excluding windows, doors, and trim; a six-foot masonry wall instead of a wood fence along the northern and southern property lines; and a minimum of one, three-inch caliper tree in each residential lot front yard. The Statement of Planning Objectives version was also discussed during the first reading. The Statement of Planning Objectives has been updated in the attachments to reflect the applicant's most recent submittal, although it has not been updated by the applicant to reflect the three special ordinance provision changes as stated above.

First Reading and Public Hearing

The applicant, Steve Isbell, is requesting to rezone the subject property from AG-Agricultural District to PUD-R-Planned Unit Development-Residential District (PUD-R) to allow 12 single family residential lots, one common area dedicated to open space and detention, and an HOA-maintained "slip road" and median along Roberts Road located in a common area.

Existing Conditions. The subject property consists of approximately 2.60 acres and three tracts (5017, 5113, and 5201 Roberts Road), which presently contain one single family detached home with associated accessory structures on each of the tracts. The subject property is currently zoned AG-Agricultural and is unplatted. Approval of a combination preliminary/final plat will be required prior to the issuance of a building permit should the rezoning request be approved.

Statement of Planning Objectives. The applicant submitted a Statement of Planning Objectives and proposed zoning exhibits (attached) which contain a description of the proposed development.

Development Standards. The PUD-R regulations require a minimum lot size of 13,000 square feet with a minimum lot width of 100 feet and lot depth of 120 feet. Average lot size for PUD-R projects is required to be 16,000 square feet. Per the Statement of Planning Objectives, the applicant proposes the following development standards:

Minimum Lot Area: 4,882 square feet
Minimum Lot Width: 50 feet
Minimum Lot Depth: 97 feet
Front Building Line: 10 feet
Rear Building Line: 10 feet
Side Building Line: 5 feet
Maximum Building Height: 30 feet
Maximum Lot Coverage: 66 percent

The applicant's proposal that was considered by the Planning and Zoning Commission on August 10, 2015, did not include elevations or narrative description of the proposed architecture and character of the development. Since the Planning and Zoning Commission meeting, the applicant has submitted additional items to be included as reflected below:

- Photos of slip streets, similar to the one the applicant is proposing. The photos represent the character and look the slip street will have.
- Conceptual architectural renderings of proposed homes. Requirement that the homes constructed generally comply with the building materials, architectural style, and scale of the architecture as shown in the renderings.
- Requirement that the homes are constructed with masonry materials on the western (front) facades of proposed Lots 1-12, excluding windows, doors and

trim.

- Requirement that the homes are constructed with masonry materials on the northern facade of proposed Lot 1 and the southern façade of Lot 12, excluding windows, doors and trim.
- Requirement that the homes will feature wooden or faux-wood garage doors.

The addition of the architectural renderings and requirements by the applicant have satisfied many of staff's concerns regarding how the homes will look and the quality of the housing being proposed.

Open Space and Landscaping. The PUD regulations require a minimum 20 percent of the development be reserved for open space for use by the residents of the development. The Conceptual Landscape Plan shows that the open space contains an 0.08-acre detention pond, eight shade trees, two existing trees that will be preserved, and two benches. All open space areas will be owned and maintained by the Homeowners' Association.

The proposed layout for the development indicates that Lot 13, to be utilized for required open space, is 19,602 square feet. PUD regulations allow for common areas to contain up to 25 percent storm water retention and detention areas. Approximately 3,485 square feet of Lot 13 is proposed to be required detention area which complies with the PUD common open space design criteria. With the total gross project area being 113,299 square feet and the open space area being approximately 19,602 square feet, the open space percentage is approximately 17.3 percent.

The applicant has provided details in the Statement of Planning Objectives regarding how other projects have been calculated and how this project's open space could be calculated, contrary to the PUD regulations. For example, the applicant is proposing that the landscaped portion of the median be utilized toward the required open space calculation even though the PUD regulations specifically state that common open space shall not include street medians or islands, public or private street right-of-way, parkways, alleys, driveways, or parking/loading areas (LDC 3.23.J.3.b.).

Staff has not utilized the applicant's calculations with the project analysis and has instead utilized calculations based on the requirements of the Land Development Code. Although the applicant is not providing the required 20 percent open space, staff has determined that with the new photos submitted by the applicant of the character of the proposed slip street that the open space provided is sufficient. The proposed open space area will be connected to the homes by not only a sidewalk along Roberts Road, but also the landscaped slip road which can also be walked on due to the minimal amount of traffic it will have on it. The Small Lot Development Comparison Chart is attached as a reference for previously approved small lot PUD-R open space areas and densities.

Screening. There is an existing six-foot masonry fence located along the subject property's eastern border, which is owned and maintained by the Heritage Oaks HOA. A seven and a half-foot maintenance easement is proposed on the west side of the wall to allow for access. A six-foot board-on-board wood fence, owned and maintained by the development's HOA, is proposed along a portion of the project's northern boundary. The applicant has added to the proposal that a fence will be constructed along a portion of the southern residential lot's boundary as well. With the new architectural renderings, architectural requirements, and slip road photos proposed by the applicant after the Planning and Zoning Commission meeting, staff's concerns regarding screening have been satisfied.

Sidewalks and Trails. A five-foot sidewalk must be provided along Roberts Road at the time homes are constructed. Sidewalks are required to be constructed along open space by the developer, prior to the issuance of building permits for the development.

Right-of-Way Dedication. Roberts Road is classified as a Minor Collector on the Master Thoroughfare Plan, which requires 75 feet of right-of-way. Therefore, upon platting, the developer would typically be required to dedicate a minimum of 37.5 feet of right-of-way for Roberts Road from the centerline of the street.

The applicant's proposal would require an associated Master Thoroughfare Plan Amendment and/or Subdivision Variance to allow the dedication of only 26 feet of right-of-way from the centerline of Roberts Road. The applicant has stated that the reduction in right-of-way dedication is necessary to integrate a slip road for the 12 proposed residences, which would alleviate concerns regarding cars backing out onto Roberts Road. Although a Master Thoroughfare Plan Amendment is not currently in progress, should the rezoning request be approved, staff could initiate the Amendment for City Council review and action. The applicant may also need to process a Subdivision Variance for the deviation in right-of-way, depending on the timing of the Amendment and/or the associated plat.

The applicant's original proposal had 12 access points onto Roberts Road. The applicant worked with staff to incorporate a slip road concept into the project that takes the access points down to a one way in, one way out configuration. The slip road concept necessitates the right-of-way reduction and shorter lot depths to maintain the same size of homes that the applicant has stated the market demands. Staff has determined that the slip road concept greatly reduces potential traffic and backing concerns which is an objective of Colleyville's Master Plan.

Traffic Generation and Access. The applicant is not required to provide a Traffic Impact Analysis since the development is not projected to generate in excess of 1,000 vehicle trips per day. The Institute of Transportation Engineers publication Trip Generation provides estimates of expected traffic generation based on land use. Data has been collected in the United States and Canada since the 1960's, primarily in suburban locations. Single-family residences are expected to generate 9.57 trips per

day, on average. Based on this average, a 12 lot development would add approximately 115 vehicle trips per day to the surrounding roadways.

Development Fees. Park Land Dedication Fees are due in the amount of \$1,802 per residential lot, prior to the plat being filed with the Tarrant County Clerk.

Roadway Impact Fees are due in the amount of \$4,941 per residential lot, at the time of the building permit application.

Water and Wastewater Impact Fees are due at the time of the building permit application. Fees for a typical 5/8 inch meter are \$2,491 for the water impact fee and \$643 for the wastewater impact fee, per home.

Based on the current layout, Perimeter Street Improvement Fees for Roberts Road in the amount of \$44,235 are due prior to filing an associated plat for record. Perimeter street improvements are required for the newly created lots since Roberts Road is considered unimproved. The developer's portion of the costs for infrastructure improvements may not exceed the amount that is roughly proportionate to the projected impact of the proposed development, as determined by a professional engineer, licensed in the State of Texas, and who is retained by the City of Colleyville. In making the rough proportionality determination, consideration shall be given to the availability of adequate and minimum levels of public facilities and accessibility to the site for the delivery of emergency services.

Tree Preservation. As required by Chapter 5 (Tree Preservation) of the Land Development Code, approval of a tree survey and mitigation plan will be required with an associated plat application, and a Tree Removal Permit will be required prior to the removal of any tree on the subject property. The applicant is proposing to preserve two trees that are within the proposed common open space lot.

Infrastructure. Water and sanitary sewer services are available along Roberts Road. The developer is responsible for the extension of water and sewer service lines to the individual lots.

Drainage and Stormwater Runoff. The developer has submitted a preliminary drainage analysis, which has been reviewed by the Engineering Division of the Public Works Department. Onsite detention is provided on proposed Lot 13.

Residential Density. The Master Plan suggests a maximum residential density of 1.8 dwelling units per acre, in most situations. The Land Development Code states that densities higher than 1.8 units per acre in PUD-R's could be acceptable in those areas deemed consistent with sound land use planning principles, such as a transitional area situated between commercial uses and less dense residential developments, or near major street intersections.

The proposed development is situated just east and north of institutional uses, west of attached townhomes, and approximately 2,800 feet west of SH121. Per the PUD regulations in the Land Development Code, "The maximum residential density permitted in a PUD-R district, or in a PUD-C district where residential uses are proposed, shall not exceed 1.8 dwelling units per gross acre. For the purpose of this regulation, the density calculation shall include all residential areas of the project and one-half of any abutting street situated adjacent to the project. This calculation shall exclude all proposed non-residential acreage from the gross acreage."

The proposed development of 12 residential units on approximately 1.92 acres, after right-of-way dedication as proposed, will produce a density of 6.3 dwelling units per acre (12 residential units divided by 1.92 net acres).

The following are the approximate residential densities of other developments located in close proximity to the proposed development:

- Heritage Oaks (directly east of the proposed development): 6.6 dwelling units per acre,
- Copperglenn (southeast of the proposed development): 4.9 dwelling units per acre, and
- Creekside (southeast of the proposed development): 3 dwelling units per acre.

The attached Small Lot Development Comparison Chart provides a revised listing of approved developments since 1996 with small lots and residential densities that exceed 1.8 dwelling units per acre. The proposed density is within the range of previously approved PUD-R densities and is compatible with adjacent properties. Staff's previous concerns regarding density for the project have been mitigated by the new information submitted by the applicant since the Planning and Zoning Commission meeting in terms of the architecture and slip road.

Surrounding Development Trends. The table below reflects the surrounding zoning and existing land uses for the subject property as further illustrated on the attached location map:

AG – Agricultural (Church)	AG – Agricultural (Single Family Homes)	PUD-R (Heritage Oaks Residential Subdivision)
AG – Agricultural (Church)	<i>Subject Property</i> <i>Proposed PUD-R (Residential Subdivision)</i>	PUD-R (Heritage Oaks Residential Subdivision)
AG – Agricultural (Church)	AG – Agricultural (Church)	PUD-R (Heritage Oaks Residential Subdivision)

Master Plan. The Future Land Use Map designates the subject property as Single Family Residential. The request is consistent with Colleyville's Master Plan.

Public Notification. Staff mailed notices to 28 adjacent property owners, as well as all Homeowners Associations within 500 feet of the subject property regarding this request. Notice was published in the *Fort Worth Star-Telegram* as required by state law and the Land Development Code. To date, no correspondence has been received other than those of the applicant and one of the property owners of the subject property.

Summary. The proposed development contains 12 single family lots and two common areas with a residential net density of 6.3 dwelling units per acre and a total open space percentage of approximately 17.3 percent. Understanding the subject property is linear in nature and does not have significant depth, which is lessened with the addition of the slip road, the applicant has proposed a development that maximizes the property's capacity to provide high quality residential product.

Staff is in support of an opportunity to redevelop the subject property, and staff originally did not receive adequate information to support this request. Since the Planning and Zoning Commission meeting, the applicant has provided additional information and requirements for the development that have satisfied staff's concerns. The slip road provides a safe alternative for vehicles accessing Roberts Road, and although the applicant has not provided adequate information for staff to evaluate a reduction in right-of-way that could result in a Master Thoroughfare Plan Amendment, staff has determined that the adjusted right-of-way could most likely be accommodated. Staff recommends approval of the proposed rezoning request with the special ordinance provisions as reflected in the attached draft ordinance.

Financial Impact

There is no financial impact to the City.

Recommendation

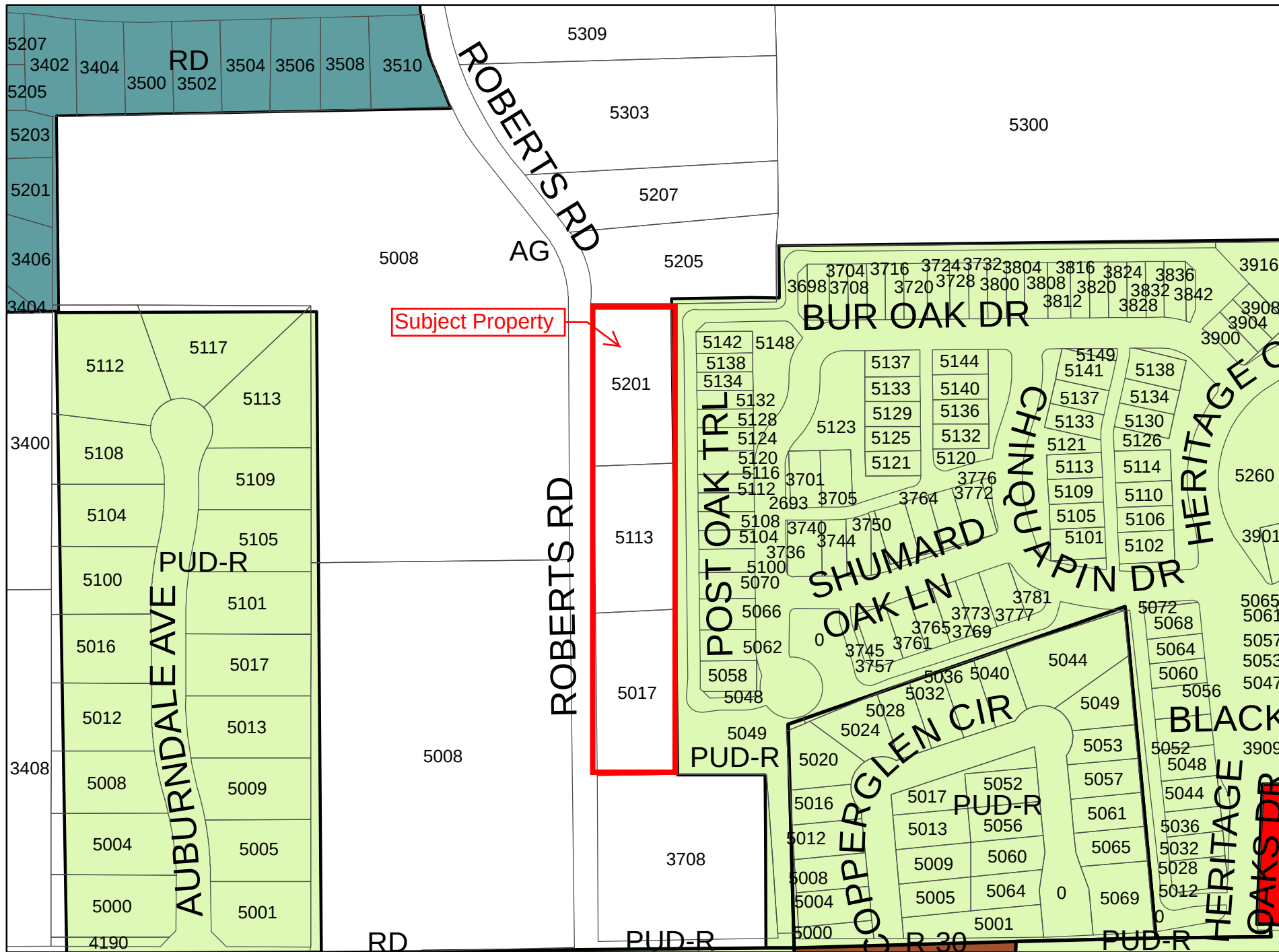
Approve

Attachments

1. Location and Zoning Map
2. Aerial
3. Future Land Use
4. Buffer Map
5. Notification List
6. Speaker Cards
7. Development Comparison Details Form
8. Small Lot Development Comparison Chart
9. Statement of Planning Objectives
10. Zoning Exhibit - Site Layout

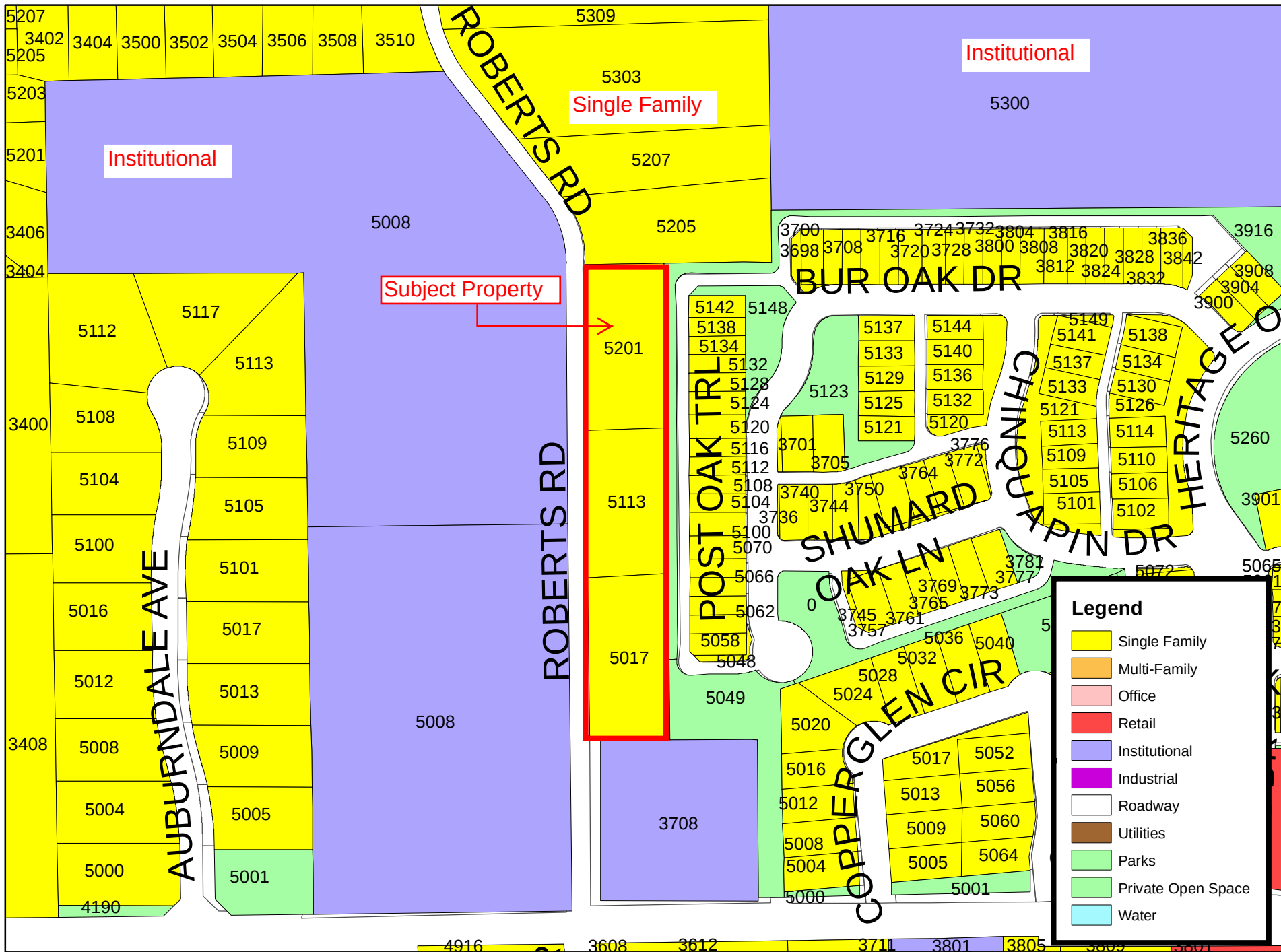
11. Zoning Exhibit - Conceptual Landscape
12. Zoning Exhibit - Slip Road
13. Zoning Exhibit - Architectural Renderings
14. Ordinance O-15-1964

Location and Zoning Map



[illegible]

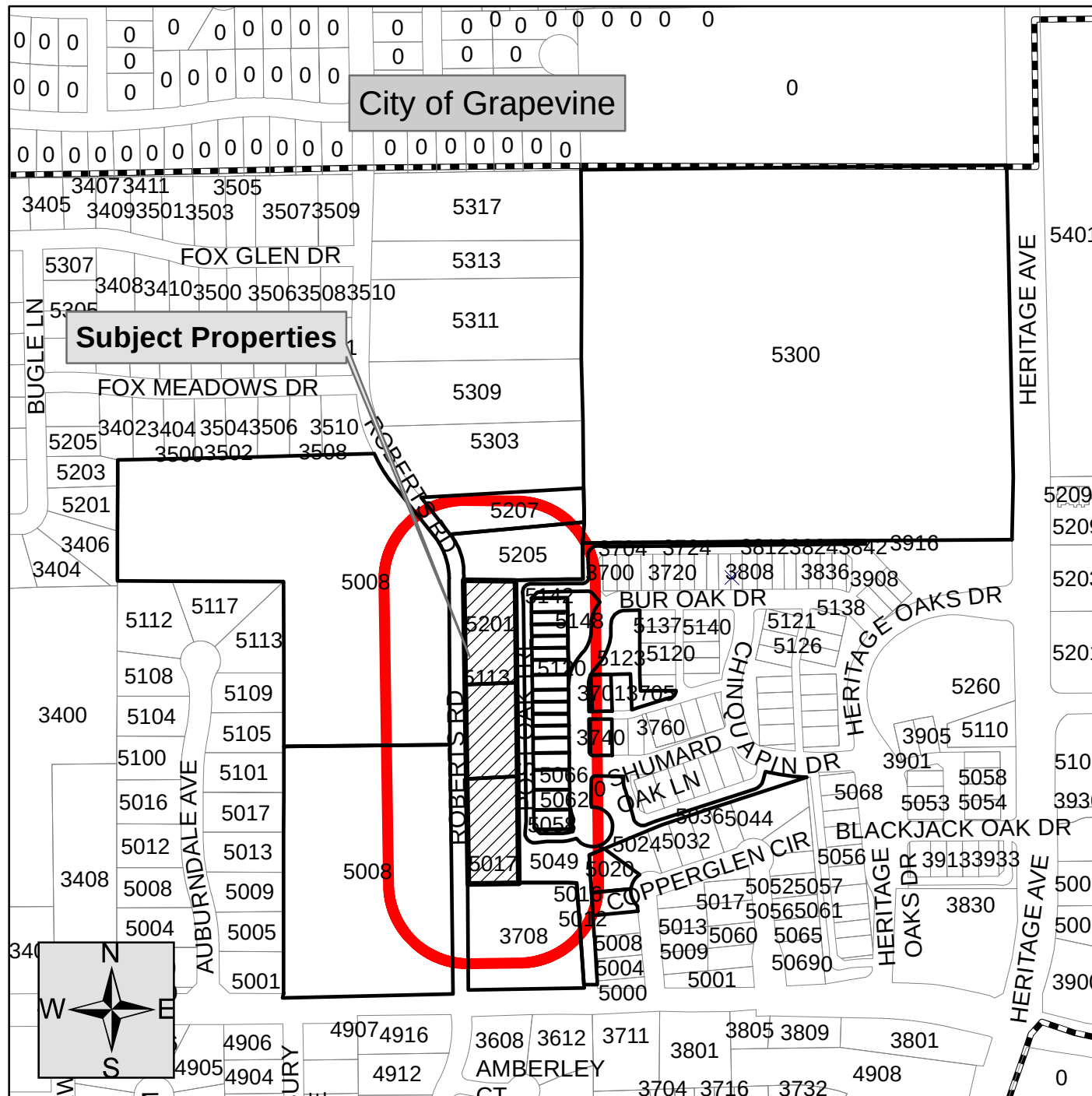
Future Land Use Map



Buffer Map

Case ZC15-011

5017, 5113, 5201
Roberts Rd



Legend

-  Properties within 200 feet
 Subject Properties
 Parcels

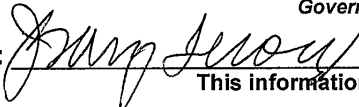


Notification List

Owner Name	Owner Address	Owner City	Owner State	Owner Zip	Situs Address
COLEMAN GARY S	5120 POST OAK TR	Colleyville	TX	76034	5120 POST OAK TR
SCRIBNER DEANA	PO BOX 768	Colleyville	TX	76034	5201 ROBERTS RD
ARNOLD THOMAS A	5205 ROBERTS RD	Colleyville	TX	76034	5205 ROBERTS RD
SAUER KENNETH WILLIAM	5017 ROBERTS RD	Colleyville	TX	76034	5017 ROBERTS RD
SINGH VINITA H	3740 SHUMARD OAK LN	Colleyville	TX	76034	3740 SHUMARD OAK LN
CHITKARA JAIDEEP	3701 POST OAK TR	Colleyville	TX	76034	3701 POST OAK TR
REINCE KEVIN	6412 TIMBER RDG	EDINA	MN	55439	5134 POST OAK TR
WALL LARRY	5132 POST OAK TR	Colleyville	TX	76034	5132 POST OAK TR
LEGATES SHEILA E	5128 POST OAK TRL	Colleyville	TX	76034	5128 POST OAK TR
PLEASANT GLADE BAPTIST CHURCH	3708 GLADE RD	Colleyville	TX	76034	3708 GLADE RD
CHAPMAN PHILLIP H	5100 POST OAK TR	Colleyville	TX	76034	5100 POST OAK TR
LAYER DONNA J	5104 POST OAK TR	Colleyville	TX	76034	5104 POST OAK TR
SHABAY PAUL	5108 POST OAK TR	Colleyville	TX	76034	5108 POST OAK TR
STOVALL JIMMY	5112 POST OAK TR	Colleyville	TX	76034	5112 POST OAK TR
SIMINSKI JAMES THOMAS	5116 POST OAK TR	Colleyville	TX	76034	5116 POST OAK TR
HART BILLY	5124 POST OAK TR	Colleyville	TX	76034	5124 POST OAK TR
BRYANT LYNN W	5138 POST OAK TR	Colleyville	TX	76034	5138 POST OAK TR
KRIEGHBAUM DAVID	PO BOX 459	PORT ISABEL	TX	78578	5142 POST OAK TR
COVENANT CHURCH	2660 E TRINITY MILLS RD	Carrollton	TX	75006	5008 ROBERTS RD
LECOCQ JAMES GARY	PO BOX 2032	Colleyville	TX	76034	5113 ROBERTS RD
PRAZAK JOHN B	5207 ROBERTS RD	Colleyville	TX	76034	5207 ROBERTS RD
BRYANT STEVEN W	5058 POST OAK TR	Colleyville	TX	76034	5058 POST OAK TR
PHIPPS REBECCA C	5062 POST OAK TR	Colleyville	TX	76034	5062 POST OAK TR
SOKHEY SIMREN S	5066 POST OAK TRL	Colleyville	TX	76034	5066 POST OAK TR
HASTINGS DORIS	5070 POST OAK TR	Colleyville	TX	76034	5070 POST OAK TR
WEAKLEY JERRY	5016 COPPERGLEN CIR	Colleyville	TX	76034	5016 COPPERGLEN CIR
BENDER JEFFERY	5020 COPPERGLEN CIR	Colleyville	TX	76034	5020 COPPERGLEN CIR
MDC-HERITAGE OAKS ESTATES LTD	545 E John Carpenter Fwy #1500	Irving	TX	75062	003736 Shumard Oak Ln
Grapevine Colleyville ISD	3051 Ira E Woods Ave	Grapevine	TX	76051	State Law Req.
Heritage Glen HOA	5105 Auburndale Ave	Colleyville	TX	76034	Courtesy Notice
Fox Meadows HOA	5301 Bugle Lane	Colleyville	TX	76034	Courtesy Notice
Prestwick Park HOA	4912 Prestwick Drive	Colleyville	TX	76034	Courtesy Notice
Colleyville Assoc Heritage Oak	1108 Pioneer Pkwy	Arlington	TX	76013	Courtesy Notice
Steve Isbell	4209 Gateway Dr., Ste 200	Colleyville	TX	76034	Applicant

Public hearing notices were mailed
Thurs., May 28, 2015 by Taci Wrisley

Speaker Cards

SPEAKER CARD	
Date: _____	
☒ I will speak In Support of this item.	
☐ I will speak In Opposition to this item.	
☐ I do not wish to speak, but please record my: ☐ support ☐ opposition	
Agenda Item Number: <u>3C</u>	<u>LAACA</u>
Name: <u>Gary Lecocq</u>	
Address: <u>5113 Roberts Rd.</u>	
City: <u>Colleyville</u>	State: <u>TX</u> Zip Code: <u>76034</u>
Telephone Number: <u>817-471-2690</u>	Representing: <u>self</u> (organization/self)
<i>I understand I am limited to speaking for five minutes.</i>	
<i>For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.</i>	
Signed: <u></u>	
This information is a Public Record.	

Speaker Cards

SPEAKER CARD

Date: 9/1/15

Agenda Item Number: 6B ← Item must be completed!

For example: **5a (this can be found on the far left side of the agenda copy)**

☒ I will speak **In Support** of this item. ☐ I will speak **In Opposition** to this item.

☐ I do not wish to speak, but please record my: ☐ **support** ☐ **opposition**

Name: Gary Lecocq

Address: 5113 Roberts Rd. City: Colleyville

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: Gary Lecocq

This information is a Public Record

Development Comparison Details Form

#3

Name *	Steve Isbell
Company (if applicable)	
Email Address *	
Project Name and/or Project Address *	5017, 5113, 5201 Roberts, Roberts Road Redevelopment
Total Number of Residential Lots *	12
Minimum Lot Width (in feet) *	50
Minimum Lot Depth (in feet) *	97
Minimum Lot Size (in square feet) *	4882
Average Lot Size (in square feet) *	5145
Maximum Lot Coverage (percentage) *	66
Proposed Right-of-Way Area (square feet AND acreage) *	29,751 sf, .683 acres
Total Gross Acreage of the Subject Property (including ROW) *	2.601 acres
Please explain the source of the gross acreage calculation/number. *	Deed records for the three parcels
Total Net Acreage of the Subject Property (NOT including ROW) *	1.918 acres
Please explain the source/method of the net acreage calculation/number. *	2.601 gross – .683 RoW = 1.918 ac
Gross Density (dwelling units per acre) *	4.6
Net Density (dwelling units per acre) *	6.3
Common Open Space Area (square feet AND acres) *	19,602 sf, .450 acres
Please explain the source/method of the common open space area calculation/number. *	Lot 13 on the site plan
Common Open Space Percentage *	17.3
Please explain the numbers utilized for the common open space percentage calculation. *	.450 / 2.601 gross acres = 17.3% .450 / 2.167 net acres = 20.8%
Created	Updated

9/11/2015	Wufoo · Entry Manager	
11 Sep 2015 9:45:46 AM	71.170.222.34 IP Address	11 Sep 2015 12:44:01 PM
PUBLIC		ABRA R. NUSSER

1 Comment



Abra R. Nusser · 41 minutes ago on 11 Sep 2015
Edited Proposed ROW Area, Net Acreage and corresponding calculation explanation, and Net Density numbers with applicant direction. Edits due to applicant not including private slip road as ROW per LDC requirements.

Small Lot Development Comparison Chart - 1996 to 2015

Subdivision Name	Total Lots	Minimum Lot Width (feet)	Minimum Lot Depth (feet)	Minimum Lot Size (square feet)	Average Lot Size (square feet)	Maximum Lot Coverage	Gross Density - Dwelling Units Per Acre *	Net Density - Dwelling Units Per Acre **	Total Acres	Open Space	Approval Date	Ordinance
Spring Garden	43	100	120	2,412	NA	50%	6.4	8.2	6.7	19.4%	12.17.96	O-96-1052
Villas of Caldwell Creek	43	100	120	NA	NA	50%	3.7	4.5	11.5	28.0%	4.1.97	O-97-1062
Bridges at Riverwalk	32	56	106	6,001	6,479	50%	2.7	3.5	12.0	25.5%	12.21.99	O-99-1192
Riverwalk at Colleyville	68	115	60	6,331	7,666	50%	3.3	4.2	23.7	20.7%	4.4.00	O-00-1210
Rosewood Villas	53	59	110	6,490	6,753	60%	3.6	4.5	14.8	24.0%	8.8.01	O-01-1286
Emerald Park	71	60	120	7,200	NA	50%	3.6	4.6	20.0	20.0%	10.1.02	O-02-1366
Tuscany	32	60	110	6,600	8,304	50%	3.6	4.8	8.8	6.6%	2.17.04	O-04-1442
Tiffany Park	25	60	100	7200	NA	50%	3.5	4.0	7.2	19.5%	11.16.04	O-04-1487
Cambridge Place	36	50	58	4,500	5,300	60%	3.9	4.9	9.2	22.5%	7.6.04	O-04-1467
Villas at Oak Pointe	74	30/56	90/115	2,700/6,440	NA	90% and 58%	3.7	5.4	19.8	22.9%	8.2.06	O-06-1584
Copperglen	22	55	105	5,924	NA	65%	3.9	4.9	5.6	20.0%	10.17.06	O-06-1595
Villas of Colleyville	67	59	115	6,655	7,936	60%	3.3	3.9	20.5	21.0%	08.21.07	O-07-1627
Enclave at Arbor Estates	16	65	120	10,000	NA	50%	2.8	3.3	5.6	19.3%	09.18.07	O-07-1634
Creskide at Colleyville	228	50	105	5,000	7,257	65%	2.4	3.0	96.4	29.0%	11.27.07	O-07-1645
Somerset Manor	77	50	110	5000	6,500	50%	4.2	5.0	18.3	21.5%	05.05.08	O-08-1672
Heritage Oaks	100	30/50	90	2,700/4,500	NA	75% and 90%	4.4	6.6	22.8	30.4%	03.21.06	O-10-1749
Ivy Glen	10	55	110	5,890	8,200	65%	3.4	4.0	2.9	20.1%	03.05.13	O-13-1864
The Preservation	36	60	140	8,500	NA	50%	3.0	3.5	12.0	23.0%	05.14.13	O-13-1867
Heron Pond	49	60/74	120	7,000/9000	NA	65%	3.2	3.7	15.4	22.1%	11.19.13	O-13-1894

Average	56.95	66	107	6,247	7,155	55%	3.6	4.6	17.5	21.9%		
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Zoning Case ZC15-011 - Roberts	12	50	97	4,882	5,145	66%	4.6	6.3	2.6	17.3%		
Zoning Case ZC15-012 - Lavaca	16	50	75	7,200	7,488	48%	3.1	4.3	5.1	19.1%		

* Gross Density is calculated by dividing the total number of residential lots by the total acres of the development, including rights-of-way.

** Net Density is calculated by dividing the total number of residential lots by the total acres of the development, less any rights-of-way.

>>Items in **BLUE** are not referenced in ordinance or supporting materials therefore items defaulted to Section 3.24.G Schedule of District Regulations of the LDC.



Last Updated 9/11/2015

Statement of Planning Objectives

The redevelopment of this section of Roberts Road under the proposed single family PUD-R provides reasonable and viable solutions to the unique physical and locational constraints of 5017, 5113 and 5201 Roberts Road. This PUD-R allows the city of Colleyville to gain adequate Right of Way which is necessary for the eventual improvement of Roberts Road. It provides a buffer between the single family attached townhome units in the Heritage Oaks development and the other less dense nearby residential land uses. But most importantly, it ensures the highest and best use on this land for both the future residents as well as the community overall.

It is a rare occurrence in Colleyville for a residential project to be solely a subdivision of an existing series of lots without adding a cul de sac or interior streets. In this case, the limited amount of depth makes typical interior streets impossible. The preferred 37.5' Right of Way dedication would leave only 110' to 114' feet of lot depth and would require each lot to have driveway access directly onto Roberts Road. There are no residential zonings in Colleyville that offer minimum lot depths which could accommodate this section of Roberts Road. R-D (Two Family Residential) and R-MF (Multi-family Residential) are the closest with minimum lot depths of 115 feet. To the east, the existing narrow lots, 30' or 40', and attached single family townhomes make anything greater than 50' of width on this section of Roberts Road unviable.

The Land Development Code Density, according to a recent Small Lot Development Comparison Chart, of the adjacent Heritage Oaks Townhome development is 12.1 dwelling units per acre which makes it about 29% greater than the proposed density of the Roberts Road redevelopment at 9.4 dwelling units per acre.

Additionally, Roberts Road is in need of repair and possibly improvement. However when taking into account that it is not completely clear to all parties involved whether or not Roberts Road is actually a public road or a private street, the eventual improvement of Roberts Road could possibly prove to be legally impossible, or at a minimum highly contentious, given the absence of a reasonable redevelopment plan for these three affected properties.

Numerous concepts have been analyzed and discussed with city staff over the past seven or eight months. Concepts that were considered were rear entry, individual driveways directly onto Roberts, shared driveways and even shared access via east-west T-lanes. Most of these were not actually physically possible. And although most were unmarketable, the overriding issue in each alternative was that none were as conceptually or aesthetically feasible as the current iteration considering both staff's and the developer's shared desire to present a product of the quality expected in Colleyville.

The limited amount of depth makes it technically impossible to provide access for each lot without accessing Roberts Road directly with each driveway. This would result in 12 driveways on Roberts forcing homeowners to back directly onto the road from their driveways. This was deemed unsafe and ultimately, given this proposed concept, unnecessary. Although the city's thoroughfare plan calls for a dedication of 37.5' of Right of Way, this concept allows for 26' of Right of Way which provides the development with the space necessary to integrate a one-way slip street for the residents.

The slip street provides two very important benefits from a safety standpoint. First, it results in only two access points onto Roberts, each being only one way. Second, it ensures that the residents can exit their driveways without having to back directly into the oncoming traffic on Roberts. The construction of the median between Roberts and the slip street provides ample space for a 5' sidewalk as well as a landscaped area. This landscaped area will be planted with alternating Shumard Red Oaks and Crape Myrtles which will add to the aesthetic appeal of the redevelopment along Roberts as well as help to screen the residents from the adjacent institutional and recreational uses. The median and the slip street will be maintained by the HOA. Photos of similar concepts have been provided to staff.

In order to facilitate the 20.5' wide slip street, 32' of pavement is anticipated on Roberts. The current thoroughfare plan, which staff says would need to be updated when this plan is approved, calls for 75' of Right of Way and 42' of pavement. 75' of Right of Way would likely result in the demolition of residences on the west side of the road to the north of the redevelopment and therefore is not a viable option for improving Roberts Road. Realistically, 32' of pavement proves sufficient for the eventual improvement of Roberts. The city has utilized 32' of pavement on recent improvements of more heavily traveled roads. The 26' of Right of Way to be dedicated will provide for the pavement as well as a 10' parkway. The slip street is not required to be a fire lane.

This redevelopment concept strives to take into account the desires, both aesthetically and economically, of both the future residents and the community, and numerous planning and safety concerns of staff while working with the significant physical constraints, the impact of the density of the largest adjoining parcel and the neighboring institutional uses.

The residential product for this redevelopment will be in the \$600,000 plus value range, adding approximately \$7,200,000 in assessed property values. Water, sewer, parkland dedication and perimeter street fees are estimated to be \$120,000.

1. GENERAL

- a. The purpose of this PUD-R is for a single-family residential redevelopment of detached dwelling units. (It should be noted that although the adjacent Heritage Oaks is a mixture of townhomes and 40' lots, of the sixteen residences that border the Roberts Road redevelopment, 12 are attached townhomes with 30' wide lots.)
- b. This property is subject to all the regulations contained in the Colleyville Land Development Code, except where amended by this Ordinance.

2. CONCEPTUAL PLAN AND PLATTING

- a. The arrangement of lots within the subdivision shall be generally consistent with the Conceptual Site Plan.
- b. The developer shall submit and receive approval from the City for a Preliminary and Final Plat in accordance with the requirements of the Land Development code prior to development of this PUD-R.
- c. The developer is requesting to dedicate 26' of ROW instead of 37.5' in order to provide safer access for the residents on to Roberts Road with the construction of the slip street. Staff has said this will require an update to the Master Thoroughfare Plan.

3. PERMITTED USES

- a. Single-family residences, detached
- b. Common open space areas

4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS

Single-family detached residential lot requirements and setbacks shall comply with the following provisions. Building line setbacks established by the Conceptual Site Plan shall control where such building line setback is different from the following requirements.

Minimum Lot Size	4,882 square feet
Minimum Lot Width	50 feet
-	This is a compatible width given the depth restriction.
Minimum Lot Depth	97 feet
-	This is from the back property line to the slip street. Actually, the minimum distance from the back property line to the edge of the Right of Way is approximately 122.5'.
Front Building Line*	10 feet
-	Necessary to maintain an approximately 40'x80' building pad. Again, the 10' is the distance from the house to the slip street, the actual setback off of Roberts is 35.5'.
Side Building Line*	5 feet for center placed structure
Rear Building Line*	10 feet
Maximum Lot Coverage*	66 percent
Maximum Height	30 feet

**These are comparable to other recently approved projects and are typical of lots of this size.*

5. OPEN SPACE

This redevelopment shall provide common open space, which will generally be configured as shown on the Site Plan and Conceptual Landscape Plan. All open space areas shall be landscaped and maintained by the Homeowner's Association. Within the open space, efforts will be made to preserve an existing Wisteria that was planted by the current owner's late wife as well as a Bradford Pear. A basic conceptual landscape plan has been provided to staff. Any trees required to be planted under the Land Development Code will have a minimum caliper as

delineated in the code. The code states that 1, 3" caliper tree per 50' of street frontage should be provided. In this case, 4 would be required but 8 are being proposed. Additionally, a minimum of two benches will be provided, one in memory of Mr. Scribner and another in memory of Mrs. Sauer.

The common open space as designed is 20.8% of the useable area of the project. The open space requirement as outlined in the code states that the percent shall be calculated using "gross residential project area." However, staff has determined that there may previously have been some discrepancies with how the open space percentage was calculated on projects that have already been approved and are under construction. For instance, Ivy Glen was approved with a stated 20% open space requirement per the ordinance. But the open space provided is actually 18.04%. If the Roberts Road open space is calculated as such, then the open space as designed is 17.3%. The chart below outlines a comparison of Roberts Road and Ivy Glen, a recently approved project of comparable size.

	Ivy Glen	Roberts Rd.
Gross sf	141,614	113,300
ROW	14,700	18,905
Net	126,914	94,395
Open Space	25,545	19,602
% of Gross	18.04%	17.3%
% of Net	20.13%	20.8%

This chart highlights the negative impact the methodology which utilizes gross land area has on the open space calculations for properties that are required to dedicate a larger percentage of Right of Way. In this case, the percentage of gross land that is to be dedicated is 17% for Roberts Road and only 10% for Ivy Glen. Therefore, projects that are required to dedicate a large portion of the gross land for Right of Way are burdened with an inordinate amount of required open space. If the Right of Way, in other words the land that is outside of the completed residential development, is removed from the base calculation, Roberts Road open space would exceed Ivy Glen.

Since it fronts directly on to Roberts Road, in order to provide an aesthetically pleasing and reasonably useful neighborhood amenity for the existing activities and uses on Roberts Road, the open space will not be fenced.

Although there is no precedent for including it in the open space calculation, the landscaped portion of the median arguably fulfils the aesthetic benefit of open space since it will be landscaped with alternating Shumard Red Oaks and Crape Myrtles on 30' centers which will greatly enhance the look and feel of the eastern side of this section of Roberts Road. Being approximately 5' wide, the landscaped portion of the median provides an additional approximately 2,250 square feet of open space. Based on the chart above, this would bring the development's total open space to approximately 19.3%.

6. SCREENING

- There is an existing masonry fence on the eastern boundary of the property which is owned and maintained by Heritage Oaks HOA. A 7.5' maintenance easement will be provided on the west side of this fence.
- A board on board fence no less than 6' in height will be provided on the northern property line of Proposed Lot #1 and the southern property line of Proposed Lot #2, extending from the existing masonry wall the east to the 25' building line on the west. This fence will be owned and maintained by the homeowner's association.
- The portion of the median that will be landscaped with Shumard Red Oaks and Crape Myrtles will provide the residents with a visual screen from the adjacent recreational and institutional uses.

7. SIDEWALKS

Sidewalks will be constructed in accordance with the requirements of the Colleyville Land Development Code.

8. OTHER

- a. Homes may be both single and two story construction.
- b. Construction times would be limited to City of Colleyville rules and regulations (Monday - Saturday 7:00am - 6:00pm)
- c. Trash will be collected curbside.
- d. Mailboxes will be on a shared pedestal, two residences per pedestal, or as required by the postmaster.
- e. Perimeter Aesthetics
 - The home builder will be required, at a minimum, to utilize masonry materials on the western (front) facades of lots 1-12, excluding windows, doors and trim.
 - The home builder will be required, at a minimum, to utilize masonry materials on the northern facade of lot 1 and the southern façade of lot 12, excluding windows, doors and trim.
 - Additionally, in order to enhance the perimeter view, the homes will feature wooden or faux-wood garage doors.

Development Schedule

April, 2015: Begin city approval process

September, 2015: Complete city approval process

October, 2015: Begin utility construction

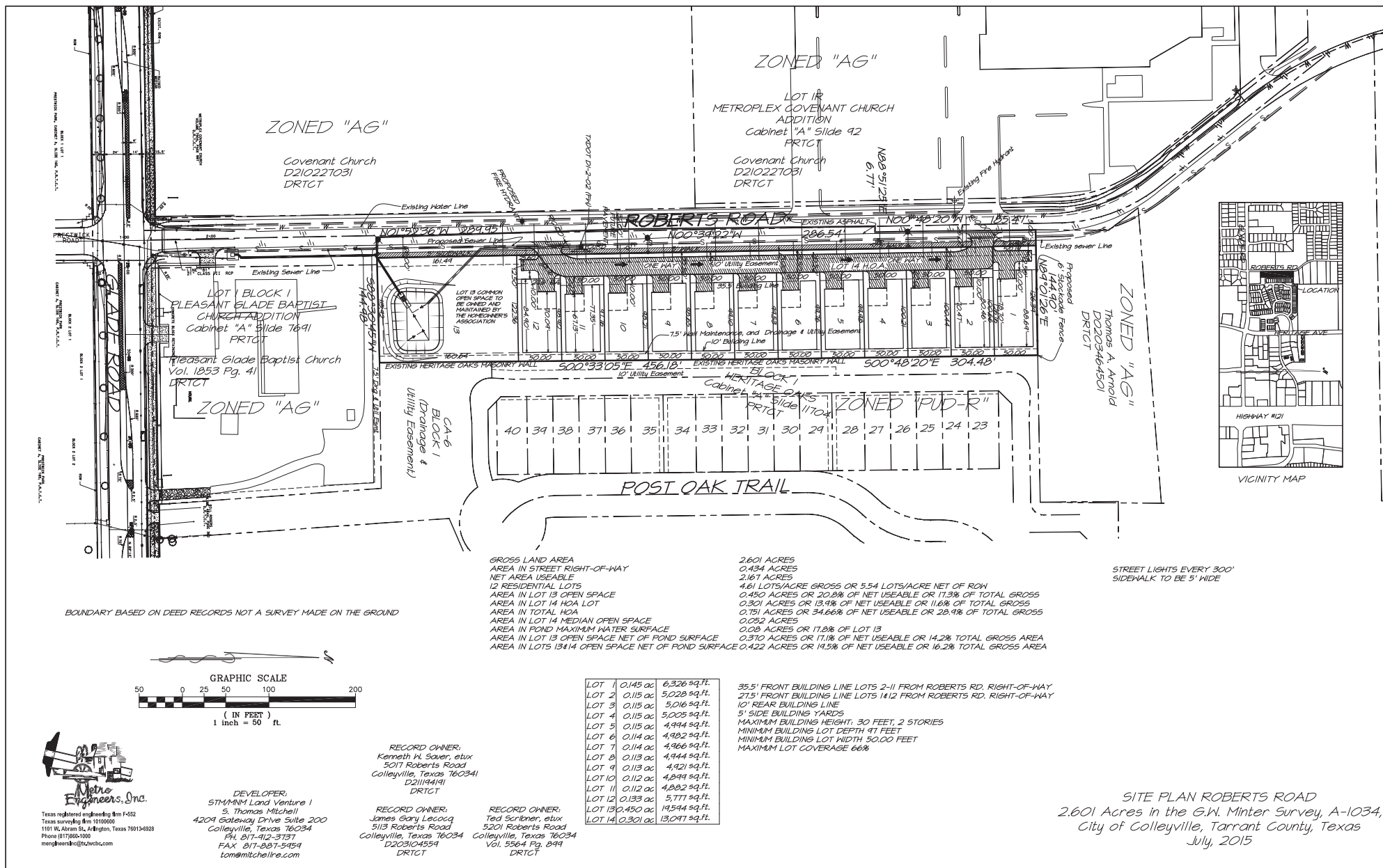
December, 2015: Complete development construction

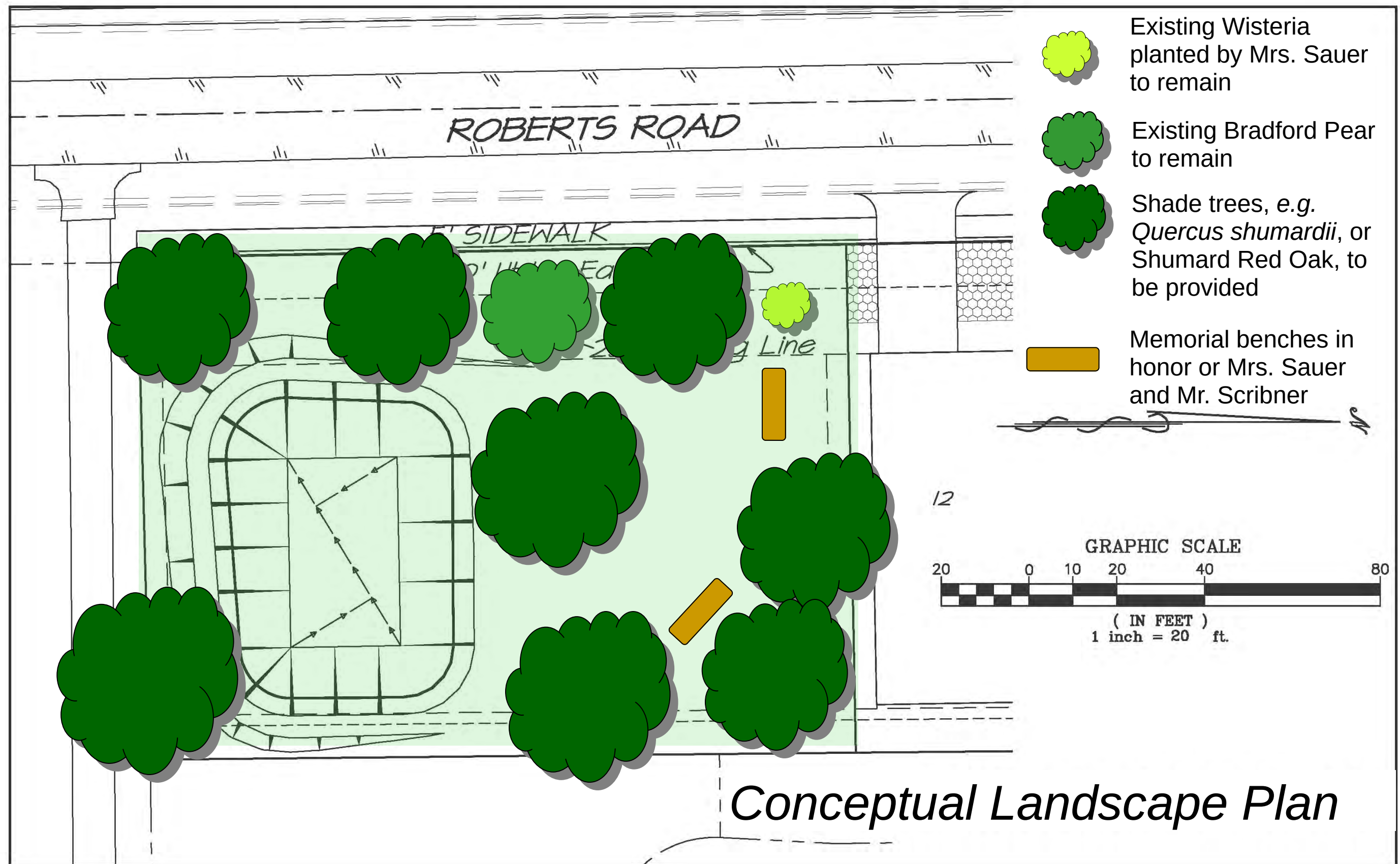
January, 2016: Begin home construction

Proposed Ownership

The developed lots will be owned by individuals while the common area will be owned by the Homeowner's Association.

Zoning Exhibit





Slip street, slip road or slip lane examples for conceptual purposes only.



Roberts Road Redevelopment

Representative Architecture



ORDINANCE O-15-1964

AN ORDINANCE AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 2.60 ACRES IN THE G.W. MINTER SURVEY, ABSTRACT 1034, LOCATED AT 5017, 5113, AND 5201 ROBERTS ROAD FROM THE AG-AGRICULTURAL ZONING DISTRICT TO THE PUD-R-PLANNED UNIT DEVELOPMENT 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 a rezoning under Case No. ZC15-011; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to enact a new zoning ordinance; and

WHEREAS, the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be enforced therein, and to recommend a new zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration, among other things, to the character of the districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and state law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings

and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 2.60 acres in the G.W. Minter Survey, Abstract 1034, located at 5017, 5113, and 5201 Roberts Road from the AG-Agricultural zoning district to the PUD-R-Planned Unit Development Residential zoning district, as depicted in the attached Exhibit "A" and as legally described in Exhibit "B".
- Sec. 3. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. General

- a. The purpose of this PUD-R is for a single family residential development of 12 detached dwelling units, constructed at a maximum net density of 6.3 dwelling units per acre (12 divided by 1.92 acres).
- b. The subject property is subject to all the regulations contained in the Land Development Code, except as noted herein.

2. Development Plan

- a. The development shall be generally consistent with Exhibits "C" and "D" relating to the layout and common open space, which shall not be considered the associated plat. The actual

street and lot arrangement may differ from that shown on Exhibit "C" to accommodate topographic, drainage, or other conditions. All final details are subject to the other provisions of this ordinance and all other City codes and regulations.

- b. The development shall provide a slip road, similar to the one in attached Exhibit "E." The photos represent the character and look the slip street shall have.
- c. Homes constructed shall generally comply with the building materials, architectural style, and scale of the architecture as shown in the renderings contained in Exhibit "F."
- d. Homes constructed shall utilize 100 percent masonry materials on all facades, excluding windows, doors and trim.
- e. Homes shall feature wooden or faux-wood garage doors.
- f. A six-foot masonry wall shall be provided along the northern and southern property lines, extending from the eastern property line and existing masonry wall of Heritage Oaks to the front building line of proposed Lots 1 and 12.

3. Permitted Uses

- a. Single Family Detached Dwellings
- b. Common Open Space Areas

4. Residential Lot Requirements and Setbacks

Residential lot requirements and setbacks shall comply with the following provisions:

- a. Minimum Lot Size: 4,882 square feet
- b. Minimum Lot Depth: 97 feet
- c. Minimum Lot Width: 50 feet
- d. Front Building Line: 10 feet

- e. Side Building Line: 5 feet
- f. Rear Building Line: 10 feet
- g. Maximum Lot Coverage: 66 percent
- h. Maximum Building Height: 30 feet

5. Open Space and Landscaping

- a. This development shall provide a minimum of 17.3 percent common open space, as shown on Exhibits "C" and "D" which shall be for the aesthetic, leisure, and recreational enjoyment of the development's residents. The open space shall comply with the provisions contained in the Land Development Code except as noted herein. All open space areas shall be landscaped and maintained by the Homeowner's Association (HOA).
- b. A minimum of eight, three-inch caliper trees shall be planted on proposed Lot 13 by the developer, prior to the final acceptance of the subdivision.
- c. A minimum of one, three-inch caliper tree shall be planted in each residential lot front yard.
- d. The two existing trees as noted on Exhibit "D" shall be preserved. Should the two trees be removed, the caliper inches shall be replaced with trees meeting the standards of the Land Development Code at the rate of three times the removed tree's caliper inches.
- e. The median between Roberts Road and the slip road shall contain one tree for every 30 linear feet, to be provided by the developer prior to final acceptance of the subdivision.

Sec. 5. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

- Sec. 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase, or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 8. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 9. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort, and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of September 2015.

The second reading and public hearing being conducted on the 15th day of September 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

The map displays a section of land with several streets and lots. The streets shown include Robert's Rd, Bur Oak Dr, Post Oak Trl, Shumard Oak Ln, Chinatown Pl, Heritage Dr, Auburndale Ave, and Upper Glen Cir. Lots are numbered, and a specific lot, 5201, is highlighted with a red rectangle and labeled 'Subject Property' with an arrow. The map also shows various zoning designations like AG, PUD-R, and AG-1. The map is oriented with North at the top.

Exhibit B – Legal Description

Being a tract in the G.W. Minter Survey, Abstract 1034, City of Colleyville, Tarrant County, Texas conveyed to Kenneth W Sauer, etux, recorded in Document No. 211194191, James Lecocq recorded in Document No. 203104559, and Ted Scribner, etux recorded in Vol. 5564 Page 899 of the Deed Records of Tarrant County, Texas, and being more particularly described as follows with bearings related to the west line of Heritage Oaks recorded in Cabinet "A" Slide 11704 of the plat records of Tarrant County; Beginning at the northwest corner of said Heritage Oaks; THENCE S00/48'20"E, a distance of 304.48 feet along said west line to a point for a corner; THENCE S00/33'05"E, a distance of 456.18 feet continuing along said west line to a point for a corner in the north line of Lot 1 Block 1 Pleasant Glade Baptist Church Addition recorded in Cabinet "A" Slide 7691 of said Plat Records; THENCE S88/30'45"W, a distance of 144.98 feet to a point for a corner in Roberts Road; THENCE N01/52'36"W, a distance of 289.95 feet to a point for a corner; THENCE N00/39'22"W, a distance of 286.54 feet to a point for a corner; THENCE N88/51'25"E, a distance of 6.77 feet to a point for a corner; THENCE N00/48'20"W, a distance of 185.47 feet to a point for a corner in the south line of a tract conveyed to Thomas Arnold recorded in Document 203464501 of said deed records; THENCE N89/01'26"E, a distance of 144.90 feet along said Arnold south line to the POINT OF BEGINNING and containing 2.60 acres, more or less.

Exhibit C – Site Layout

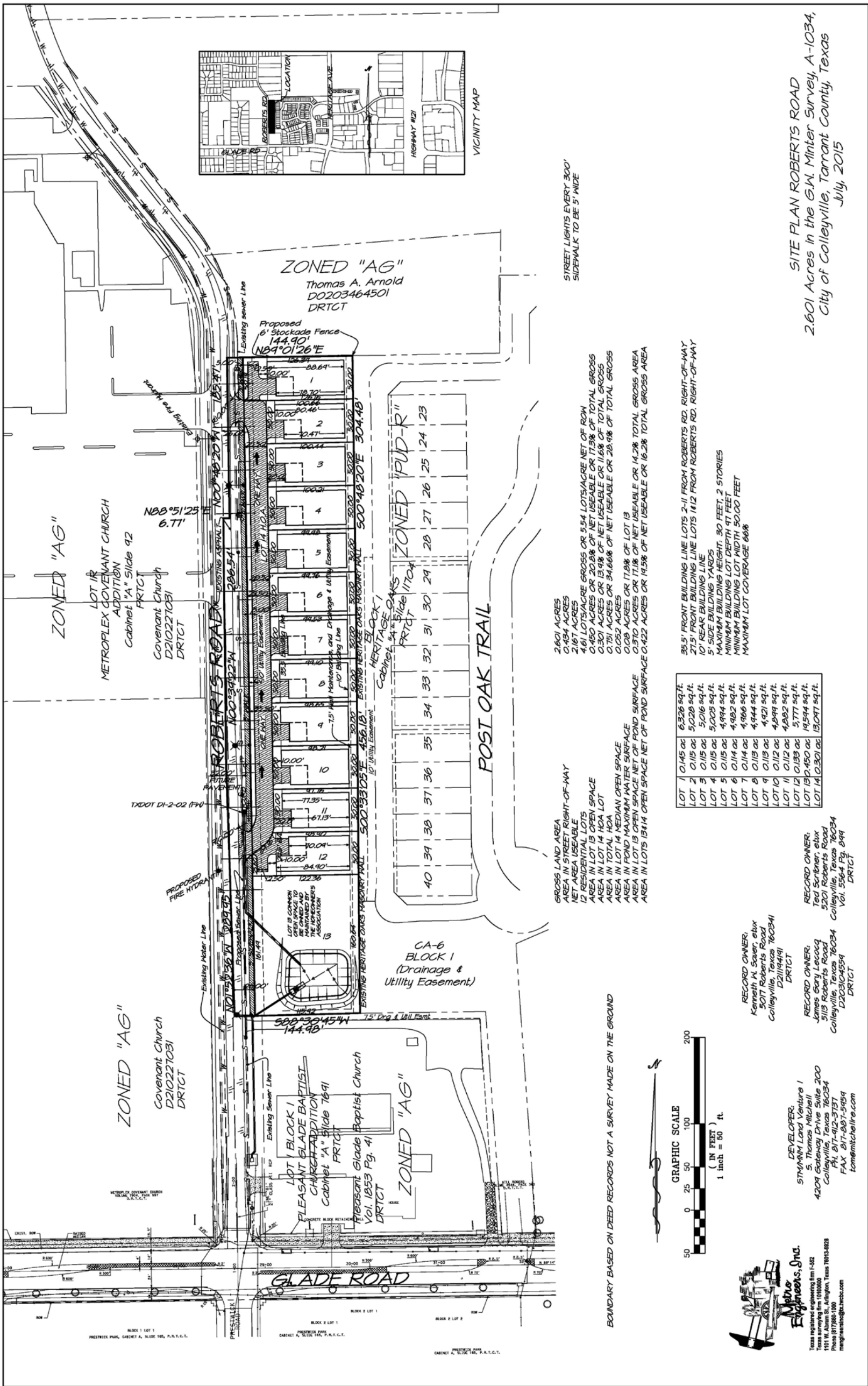


Exhibit D – Conceptual Landscape

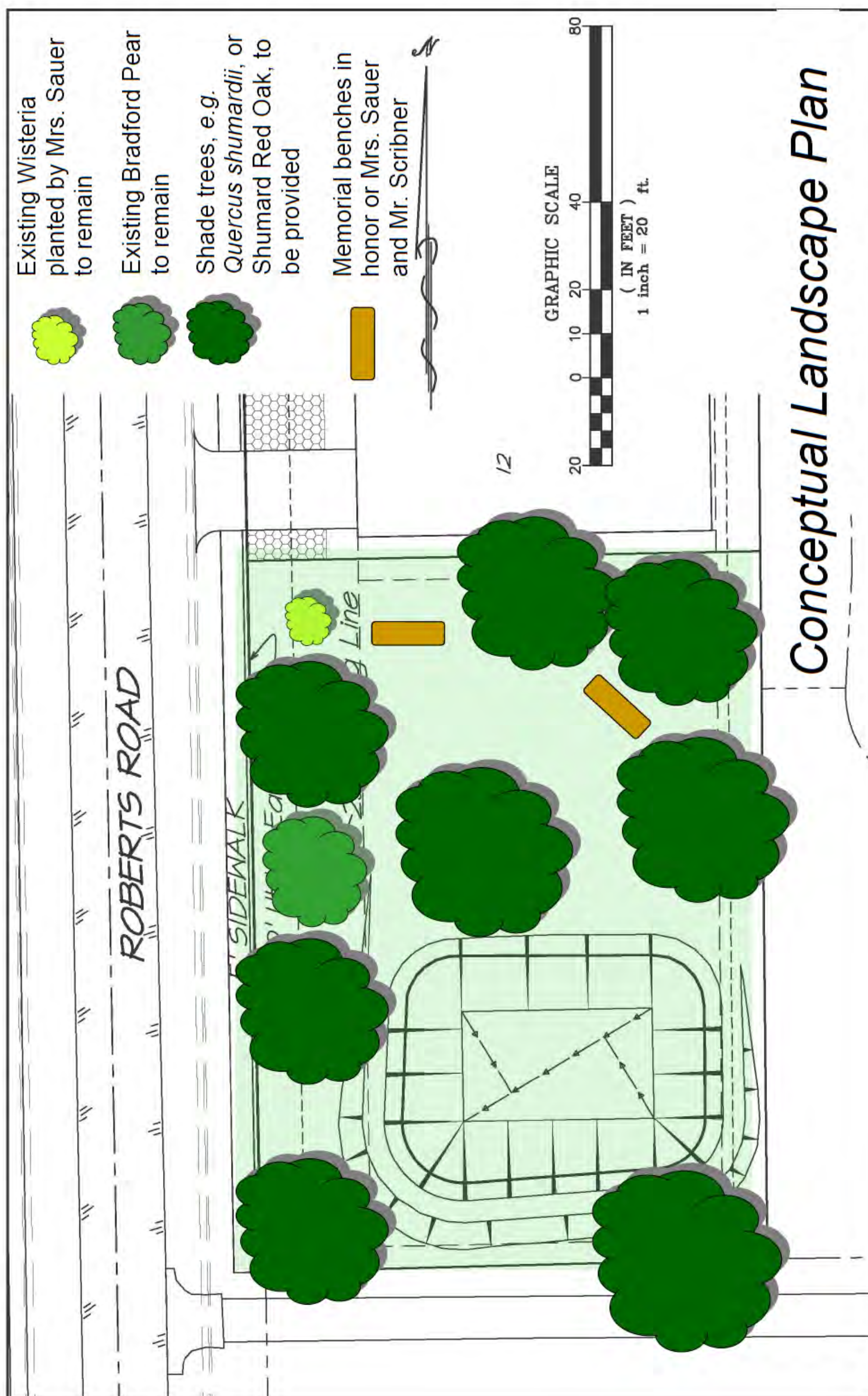
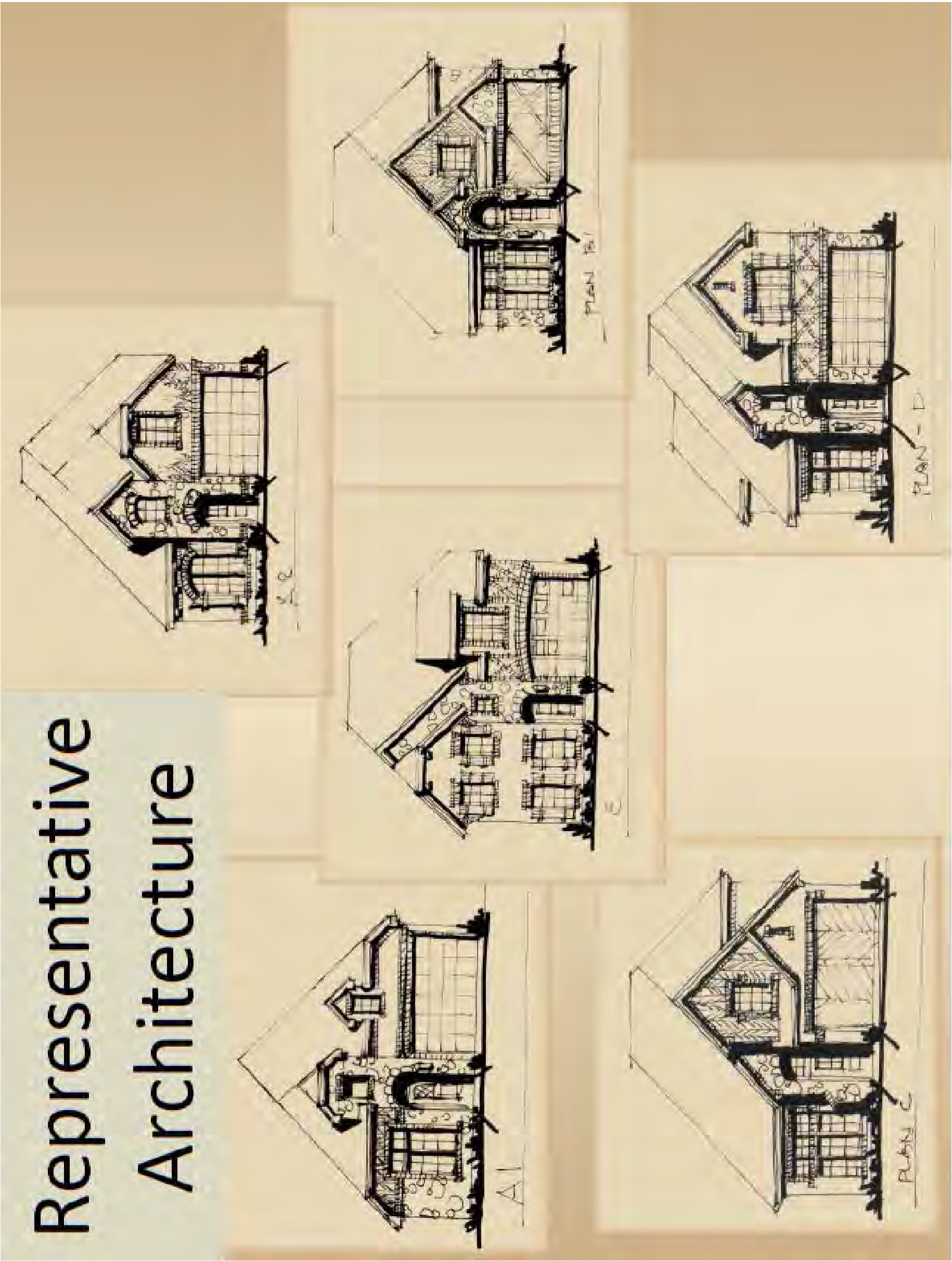


Exhibit E – Slip Road



Exhibit F – Architectural Renderings



Representative Architecture



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5c

Agenda Date 09/15/2015

Number Ordinance O-15-1965

Type Ordinance

Department City Manager

Title

Adoption of the Colleyville Economic Development Corporation Fiscal Year 2016 (FY 2016) Budget

Strategy Map Connection

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

Explanation

Second Reading and Public Hearing

There were no speakers regarding this item at the September 1, 2015 City Council meeting.

First Reading and Public Hearing

Per the Colleyville Economic Development Corporation (CEDC) Corporate Bylaws, the Board of Directors must adopt an annual budget for the CEDC. This budget must also be approved and adopted by the City Council. The CEDC Board unanimously adopted the Fiscal Year 2016 (FY 2016) budget proposed in attached Ordinance O-15-1965, at the annual Board meeting held August 25, 2015. This budget replicates the FY 2016 expenditures in the Economic Development Capital Improvement Program (EDCIP) FY 2016 - 2020 adopted by the Board on August 25, 2015.

The sales tax portion of the revenue estimate (\$1,700,000) is one-half of the sales tax revenue estimate in the City's proposed FY 2016 budget. The budget also utilizes \$1,104,240 in available cash balance, from the projected ending Fiscal Year 2015 Fund Balance of \$2,733,324.

Proposed expenditures for FY 2016 total \$2,568,177, as reflected in the attached FY 2016 CEDC Budget. Major components include:

Operating Expenditures:

The debt service payment for FY 2016 is \$845,354, for bonds that will be paid off in 2029. Personnel costs of \$192,646 fund four part-time positions for the library, a recreation specialist at the senior center, and a portion of the cost for the marketing coordinator position. In FY 2016 the individual special event budgets have been combined into a single budget of \$87,000, to allow for savings from one event to be used for another event. The economic development promotional category has

increased from \$21,000 to \$35,000 to allow for expanded marketing efforts.

Capital Expenditures:

Funding for the Colleyville Center site master plan has been continued in FY 2016, as this work will require additional funding and has not yet been completed. The plan will provide for both land and space utilization of the seven acres that includes the Colleyville Center building and surrounding grounds on Riverwalk Drive. Several equipment purchases for the Colleyville Center are included, for replacement of the dishwasher, a new fridge merchandiser, and Dyson hand dryers in the restrooms. There is an additional \$5,428 for one-time equipment and an ongoing \$3,700 for increased internet bandwidth, to better serve clients at the Colleyville Center. Another addition in FY 2016 is funding for a project that will upgrade the audio visual components at the Colleyville Center. Most of the technology infrastructure is original to the building and is in need of replacement. This project also moves technology components currently located on the stage into a secured room.

A portion of the project funding from FY 2015 (\$60,000) for improvements at the L.D. Lockett Park Cotton Belt Trailhead has been rolled forward, as well as the \$100,000 for repairs to the Senior Center. An additional \$100,000 has been included in FY 2016 for an update to the Parks Master Plan, as well as \$150,000 for future trail construction. The FY 2016 future projects budget totals \$1,000,000, and is available for use on priorities as they are identified.

Financial Impact

Adoption will provide appropriations for the FY 2016 CEDC budget.

Recommendation

Approve

Attachments

1. Proposed FY 2016 CEDC Budget
2. Ordinance O-15-1965

COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION
FY 2016 Proposed Budget

	Budget 2015	YE Projection 2015	Proposed 2016
FISCAL YEAR			
BEGINNING FUND BALANCE	\$2,412,373	\$2,733,995	\$2,733,324
REVENUES:			
PROJECTED 1/2 CENT SALES TAX REVENUE	\$1,600,000	\$1,720,000	\$1,700,000
INTEREST INCOME	\$4,825	\$4,825	\$5,467
USE OF AVAILABLE CASH	\$932,791	\$240,837	\$1,104,240
TOTAL REVENUES	\$2,537,616	\$1,965,662	\$2,809,707
EXPENDITURES:			
OPERATING:			
ADMINISTRATIVE	\$2,000	\$2,000	\$2,000
2005 DEBT SERVICE	\$645,383	\$600,416	\$603,824
WATER / WASTEWATER- MC PHERSON PARK	\$18,000	\$18,000	\$18,540
PERSONNEL - SENIOR CENTER	\$67,106	\$67,106	\$70,536
PERSONNEL - LIBRARY	\$79,030	\$79,030	\$81,081
OPERATIONS - LIBRARY	\$4,553	\$4,553	\$4,689
OPERATIONS - COLLEYVILLE CENTER	\$0	\$0	\$3,700
PROMOTIONAL:			
OLD TYME BBQ EVENT	\$15,000	\$15,000	\$0
TREE LIGHTING/HAUNTED TRAILS	\$36,000	\$36,000	\$0
RED, WHITE & SOUSA EVENT	\$36,000	\$36,000	\$0
SPECIAL EVENTS	\$0	\$0	\$87,000
ECONOMIC DEVELOPMENT PROMOTIONAL	\$21,000	\$21,000	\$35,000
PERSONNEL - COMMUNICATIONS	\$38,392	\$38,392	\$41,029
CAPITAL:			
CITY PARK - LANDSCAPE AND AMENITIES- \$114,000 CARRY FORWARD FROM FY14	\$258,000	\$258,000	\$0
COLLEYVILLE CENTER -			
REPLACEMENT OF CATERING OVEN	\$7,000	\$7,000	\$0
SITE MASTER PLAN- CARRY FORWARD	\$25,000	\$25,000	\$25,000
DYSON HAND DRYERS	\$0	\$0	\$3,000
REPLACEMENT DISHWASHER	\$0	\$0	\$6,350
FRIDGE MERCHANDISER	\$0	\$0	\$1,000
INCREASED INTERNET BANDWIDTH	\$0	\$0	\$5,428
AV UPGRADE	\$0	\$0	\$170,000
CITYWIDE TRAIL SYSTEM -			
COTTON BELT II SPUR @ WEBB HOUSE CONSTRUCTION-CARRY FORWARD	\$50,000	\$50,000	\$0
PLEASANT RUN TRAIL CONSTRUCTION (BOGART TO MISSION)-CARRY FORWARD	\$277,000	\$277,000	\$0
IMPROVEMENTS AT COTTON BELT - LD LOCKETT PARK TRAILHEAD - CARRY FORWARD	\$100,000	\$41,000	\$60,000
FUTURE TRAIL CONSTRUCTION	\$0	\$0	\$150,000
PLEASANT RUN TRAIL CONSTRUCTION (COTTON BELT TO JOHN MCMCAIN)	\$0	\$0	\$0
PARKS MASTER PLAN UPDATE	\$0	\$0	\$100,000
SENIOR CENTER			
REPAIRS- CARRY FORWARD	\$100,000	\$0	\$100,000
FUTURE PROJECTS	\$500,000	\$150,000	\$1,000,000
TOTAL EXPENDITURES	\$2,279,463	\$1,725,496	\$2,568,177
EXCESS REVENUES OVER EXPENDITURES	\$258,153	\$240,166	\$241,530
ENDING FUND BALANCE	\$1,737,735	\$2,733,324	\$1,870,614

NOTE: A COVERAGE RATIO OF 1.4 IS REQUIRED TO MEET THE SALES TAX BOND COVENANTS
FOR FY 2016; REVENUES MUST EXCEED EXPENDITURES BY AT LEAST \$241,530.

ORDINANCE O-15-1965

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, APPROVING AND ADOPTING THE ANNUAL BUDGET FOR THE COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016; A COPY OF SAME BEING ON FILE IN THE OFFICE OF THE CITY SECRETARY

WHEREAS, the Bylaws of the Colleyville Economic Development Corporation require the Board of Directors of the Corporation to adopt a budget of proposed revenues and expenditures and the budget must be formally approved by the City Council; and

WHEREAS, on August 25, 2015, the Board of Directors of the Colleyville Economic Development Corporation approved the following budget for expected revenues and expenditures; and

WHEREAS, the Colleyville Economic Development Corporation Board of Directors and the City Council have determined that the projects, included in the annual budget for the fiscal year beginning October 1, 2015 through September 30, 2016, further the objectives of the purpose of the Colleyville Economic Development Corporation, as established by the electorate of the City and the provisions of state statute.

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

Sec. 1. THAT the budget of the proposed revenues and expenditures for the fiscal year beginning October 1, 2015, and ending September 30, 2016, for the Colleyville Economic Development Corporation, a copy of which is on file in the Office of the City Secretary, is hereby made a part of this ordinance by reference and is hereby approved and adopted by the City Council of the City of Colleyville, Texas, as the official budget for the fiscal year beginning October 1, 2015, and ending September 30, 2016.

Sec. 2. THAT the revenue and expenditure amounts for the Fiscal Year 2016 budget for the Colleyville Economic Development Corporation are hereby fixed as follows:

Revenues	\$2,809,707
Expenditures	\$2,568,177

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of September 2015.

The second reading and public hearing being conducted on the 15th day of September 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



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5d
Type Ordinance
Department City Manager

Agenda Date 09/15/2015

Number Ordinance O-15-1966

Title

Amending Ordinance O-14-1929 relating to the Fiscal Year 2015 budget

Strategy Map Connection

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

F3- Forecast needs and plan for the future, balancing priorities with resources

Explanation

Second Reading and Public Hearing

There were no speakers regarding this item at the September 1, 2015 City Council meeting.

First Reading and Public Hearing

The proposed ordinance will amend attached Ordinance O-14-1929, Approving and Adopting the Fiscal Year 2015 budget, to authorize the transfer of the unspent Fiscal Year 2015 (FY 2015) General Fund budget appropriations for street rehabilitation (account 001-3310-6319) to the Capital Projects Fund on September 30, 2015. Included in the FY 2015 General Fund street maintenance budget was \$3,000,000 for the rehabilitation of various streets. In order to preserve unspent funds from FY 2015 street rehabilitation projects, the unspent balance of the General Fund Street Maintenance line item 001-3310-6319 will be transferred to the Capital Projects Fund for future street rehabilitation use.

The proposed ordinance will also amend the General Fund budget to provide for the transfer of \$200,000 from the General Fund to the Capital Projects Fund for management support of the Colleyville Boulevard/SH26 reconstruction project. The balance of any additional General Fund revenue received in FY 2015 that exceeds expenditures in FY 2015 will be transferred to the Capital Projects Fund for future enhancements to SH26. The funding for the proposed transfer will be from the projected increase in General Fund revenues, over the FY 2015 budgeted revenues.

Additionally, if expenditures in a department exceed the adopted budget, the city manager is authorized to transfer all or part of the unencumbered appropriation balance from one department to another, per the Charter of the City of Colleyville,

Section 9.04 (D), attached.

The proposed budget amendment would also authorize the transfer of FY 2015 Utility Fund revenues that exceed the amount needed for the debt coverage ratio to a reserved cash account. The reserved funds would be designated for use solely on future capital projects for utility infrastructure.

Financial Impact

The amendment to the FY 2015 General Fund budget for the transfer of \$200,000 for management support of the Colleyville Boulevard/SH26 reconstruction project and the balance of revenues received over expenditures to be transferred for future enhancements to SH26, is offset by the General Fund revenue received in excess of expenditures. Also, the funds to be transferred to the Capital Projects Fund from the unspent balance of the street rehabilitation line item account were appropriated as a part of the FY 2015 General Fund budget and there is no financial impact. Finally, the Utility Fund revenues to be transferred to a reserved cash account for future utility infrastructure projects only uses the revenue above and beyond that needed for the debt coverage ratio.

Recommendation

Approve

Attachments

1. Ordinance O-14-1929
2. Colleyville City Charter Excerpt, Section 9.04 (D)
3. Ordinance O-15-1966

ORDINANCE O-14-1929

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, APPROVING AND ADOPTING THE ANNUAL BUDGET FOR THE CITY OF COLLEYVILLE, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015, A COPY OF SAME BEING ON FILE IN THE OFFICE OF THE CITY SECRETARY, TO BECOME EFFECTIVE ON OCTOBER 1, 2014

WHEREAS, in compliance with Article 689a-14, Vernon's Texas Civil Statutes, the city manager did file with the city secretary, a copy of the budget of the proposed expenditures for the fiscal year beginning October 1, 2014, and ending September 30, 2015, such filing being more than thirty (30) days prior to the date on which the City Council makes its tax levy for said fiscal year; and

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

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

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

- Sec. 1. THAT all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Sec. 2. THAT the budget of the proposed expenditures for the fiscal year beginning October 1, 2014, and ending September 30, 2015, which was prepared by the city manager, a copy of which is on file in the Office of the City Secretary, is hereby made a part of this ordinance by reference and is hereby approved and adopted by the City Council of the City of Colleyville, Texas, as the official budget for the fiscal year beginning October 1, 2014, and ending September 30, 2015.
- Sec. 3. THAT appropriation amounts for the Fiscal Year 2015 budget for the different funds of the City of Colleyville are hereby fixed as follows:

General Fund	\$23,028,218
Utility Fund (Water & Wastewater)	\$14,005,640
Debt Service Fund	\$ 1,382,192
Drainage Utility Fund	\$ 1,121,825

Sec. 4. THAT the expenditure budget for the Fiscal Year 2015 Capital Improvement Program (CIP) of the City of Colleyville is hereby approved as follows:

Fiscal Year 2015 CIP	\$24,139,048
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Sec. 5. THAT the city manager is hereby authorized to execute all contracts and documents for which funding is appropriated in the aforementioned budgets.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 2nd day of September 2014.

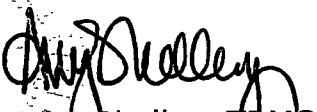
The second reading and public hearing being conducted on the 16th day of September 2014.

PASSED, APPROVED and ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, THIS THE 16th DAY OF September 2014, BY THE FOLLOWING VOTE:

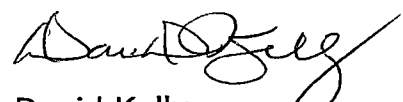
David Kelly	<u>Aye</u>
Chuck Mogged	<u>Aye</u>
Jody Short	<u>Aye</u>
Mike Taylor	<u>Aye</u>

Carol Wollin	<u>Aye</u>
Chris Putnam	<u>Aye</u>
Tom Hart	<u>Aye</u>

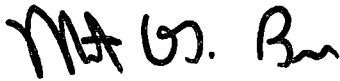
ATTEST:


Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE


David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in black ink, appearing to read "MA C. G. Boyle". The signature is stylized with a large "M" and a cursive "Boyle".

Matthew C. G. Boyle
City Attorney

Colleyville City Charter Excerpt, Section 9.04 (D)

Section 9.03 Public Records:

Copies of the approved budget, capital improvement program, and supporting papers shall be filed with the City Secretary and shall be public records available to the public upon request.

Section 9.04 Amendments after Adoption:

(A) Supplemental Appropriations. If during the fiscal year the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the City Council may, by Ordinance, make supplemental appropriations to retire indebtedness or to fund emergency appropriations as described in Section 9.04 in this Charter. (Amended May 7, 2005)

(B) Emergency Appropriations. To meet a public emergency created by a natural disaster or man-made calamity affecting life, health, property, or the public peace, the City Council may make emergency appropriations. Such appropriations may be made by emergency ordinance in accordance with the provisions of this Charter. To the extent that there are no available unappropriated revenues to meet such appropriations, the City Council may by such emergency ordinance authorize the issuance of emergency notes, which may be renewed from time to time.

(C) Reduction of Appropriations. If at any time during the fiscal year it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, he shall report to the City Council without delay, indicating the estimated amount of the deficit, any remedial actions taken by him and his recommendations as to any other steps to be taken. The City Council shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce one (1) or more appropriations.

(D) Transfer of Appropriations. At any time during the fiscal year the City Manager may transfer part or all of any unencumbered appropriation balance among programs within a department, division, or office and, upon written request by the City Manager, the City Council may by ordinance transfer part or all of any unencumbered appropriation balance from one (1) department, office or agency to another.

(E) Limitations. No appropriation for debt service may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof.

(F) Effective Date. The supplemental and emergency appropriations and reduction or transfer or appropriations authorized by this section may be made effective immediately upon adoption of the ordinance.

ORDINANCE O-15-1966

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING SECTION 3 OF ORDINANCE O-14-1929 OF THE FISCAL YEAR 2015 GENERAL FUND BUDGET FOR THE TRANSFER OF \$200,000 FROM THE GENERAL FUND TO THE CAPITAL PROJECTS FUND FOR FUTURE MANAGEMENT SUPPORT OF THE COLLEYVILLE BOULEVARD RECONSTRUCTION PROJECT ON SEPTEMBER 30, 2015; TRANSFERRING THE BALANCE OF FISCAL YEAR 2015 REVENUES RECEIVED ABOVE FISCAL YEAR 2015 EXPENDITURES FROM THE GENERAL FUND TO THE CAPITAL PROJECTS FUND FOR FUTURE ENHANCEMENTS TO STATE HIGHWAY 26 ON SEPTEMBER 30, 2015; AUTHORIZING THE CITY MANAGER TO TRANSFER FISCAL YEAR 2015 REVENUES RECEIVED ABOVE THOSE REQUIRED FOR THE DEBT COVERAGE RATIO IN THE UTILITY FUND TO A RESERVED CASH ACCOUNT FOR FUTURE UTILITY INFRASTRUCTURE PROJECTS ON SEPTEMBER 30, 2015; AND AUTHORIZING THE CITY MANAGER TO TRANSFER UNSPENT FY 2015 GENERAL FUND BUDGET APPROPRIATIONS FOR STREET REHABILITATION FROM THE GENERAL FUND TO THE CAPITAL PROJECTS FUND ON SEPTEMBER 30, 2015

WHEREAS, the FY 2015 General Fund projected year end revenues are anticipated to exceed budgeted revenues and the City Council desires to provide funding in the amount of \$200,000 for management support of the Colleyville Boulevard Reconstruction Project, it is necessary to amend the FY 2015 General Fund budget to include the transfer of \$200,000 to the Capital Projects Fund; and

WHEREAS, the FY 2015 General Fund projected year end revenues are anticipated to exceed budgeted revenues and the City Council desires to provide funding for future enhancements to State Highway 26, it is necessary to amend the FY 2015 budget to include the transfer of the balance of General Fund revenues received in FY 2015 over FY 2015 expenditures to the Capital Projects Fund; and

WHEREAS, the FY 2015 Utility Fund projected year end revenues are anticipated to exceed the amount required for the debt coverage ratio in the Utility Fund and the City Council desires to provide additional funding for future utility infrastructure capital projects, it is necessary to amend the FY 2015 budget

to include the transfer of any Utility Fund revenues received in FY 2015 over the amount required for the debt coverage ratio to a reserved cash account; and

WHEREAS, the City Council desires to preserve unspent Fiscal Year 2015 General Fund budget appropriations for street rehabilitation projects; and

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

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

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

Sec. 1. Section 3 of Ordinance O-14-1929 shall be replaced in its entirety and read as follows:

THAT appropriation amounts for the Fiscal Year 2015 budget for the different funds of the City of Colleyville are hereby fixed as follows:

General Fund	\$23,228,218
Utility Fund (Water & Wastewater)	\$14,005,640
Debt Service Fund	\$ 1,382,192
Drainage Utility Fund	\$ 1,121,825

Sec. 2. THAT the city manager is authorized to transfer the difference in FY 2015 General Fund revenues over expenditures from the General Fund to the Capital Projects Fund for future enhancements to State Highway 26 on September 30, 2015.

Sec. 3. THAT the city manager is authorized to transfer the difference in FY 2015 Utility Fund revenues over the amount required for the debt coverage ratio in the Utility Fund to a reserved cash account for future utility infrastructure capital projects on September 30, 2015.

- Sec. 4. THAT the city manager is authorized to transfer unspent Fiscal Year 2015 General Fund budget appropriations for street rehabilitation (001-3310-6319) from the General Fund to the Capital Projects Fund for future street improvements on September 30, 2015.
- Sec. 5. THAT, in the event that expenditures in a department exceed the adopted budget for that department, the city manager is authorized to transfer all or part of the unencumbered appropriation balance from one department to another per the Charter of the City of Colleyville, Section 9.04 (D):
- Sec. 6. THAT the effective date of this ordinance shall be September 30, 2015.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of September 2015.

The second reading and public hearing being conducted on the 15th day of September 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



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5e
Type Ordinance
Department City Manager

Agenda Date 09/15/2015

Number Ordinance O-15-1967

Title

Adoption of the proposed Fiscal Year 2016 (FY 2016) budget

Strategy Map Connection

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

Explanation

Second Reading and Public Hearing

There were no speakers regarding this item at the September 1, 2015 City Council meeting.

First Reading and Public Hearing

On August 11, 2015, the City Council held a worksession to review the proposed Fiscal Year 2016 (FY 2016) budget. Funding totals for the General Fund, Utility Fund, Debt Service, and Drainage Utility Funds contained in the attached ordinance are the same as presented to the City Council at the worksession. The FY 2016 budget is outlined in more detail in the attached FY 2016 Budget document, which includes the cover sheet required by Texas Local Government Code 102.007(d) as amended in 2013, budget message, revenue and expenditure detail, and the FY 2016-2020 Five-Year Capital Improvement Program (CIP). The budget for the first year (FY 2016) of the CIP contained in the budget ordinance is also the same as presented to the City Council at the worksession.

The total expenditures in each fund are:

General Fund:	\$23,977,370
Utility Fund:	\$15,886,362
Debt Service Fund:	\$ 1,461,593
Drainage Utility Fund:	\$ 917,997

Expenditures outlined in the first year (FY 2016) of the Five-Year CIP are \$41,935,940.

For FY 2016, the tax rate remains at \$.3559 per hundred dollars of valuation.

Financial Impact

The adoption of the budget will provide expense appropriation for the General Fund, Utility Fund, Debt Service Fund, and Drainage Utility Fund for Fiscal Year 2016. It will

also authorize expenditures outlined in the first year (FY 2016) of the Five-Year Capital Improvement Program.

Recommendation

Approve

Attachments

1. Fiscal Year 2016 Budget
2. Ordinance O-15-1967

City of Colleyville

Fiscal Year 2015-2016

Budget Cover Page

This budget will raise less revenue from property taxes than last year's budget by an amount of \$-603,551, which is a -4.85 percent decrease from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$218,969.

The members of the governing body voted on the budget as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparison

	2015-2016	2014-2015
Property Tax Rate:	\$0.355900/100	\$0.355900/100
Effective Tax Rate:	\$0.350960/100	\$0.349586/100
Effective Maintenance & Operations Tax Rate:	\$0.329966/100	\$0.318665/100
Rollback Tax Rate:	\$0.376023/100	\$0.365444/100
Debt Rate:	\$0.019660/100	\$0.021290/100

Total debt obligation for City of Colleyville secured by property taxes: \$653,434

COLLEYVILLE FY 2016 Budget Message

We are pleased to present the proposed FY 2016 Combined Annual Operating Budget for the City of Colleyville.

Colleyville is no longer the rural farming community it once was, but now is part of a network of cities in northeast Tarrant County that have experienced explosive growth. Our city enjoys a relaxed, rural feel, but has the challenges and issues of the modern world.

We are called on to balance the services our citizens want and expect as part of the Colleyville quality of life, while looking ahead to address and protect the future of our community. Vital services – public safety, maintenance of infrastructure and sustainable government – must be provided while encouraging and managing profitable growth.

We are committed to achieving that balance while demonstrating practical, responsible fiscal management. The fiscal year 2016 budget is based on conservative revenue projections, and aligns expenditures with the expectations of our citizens. The budget also reflects the community's priorities as identified in the City of Colleyville's Strategy Map.

The proposed budget funds current and enhanced service levels to meet the Colleyville City Council's priorities for service delivery, while maintaining the current tax rate. The budget has been formulated with a philosophy of:

- Providing high-quality governmental services consistent with citizen expectations
- Constantly seeking opportunities to improve service delivery or increase efficiency through technology, partnerships, or improved processes
- Careful stewardship of city resources, emphasizing affordability and sustainability
- Valuing our employees

Furthering our commitment to fostering community involvement and governmental transparency, a summary presentation of the proposed budget has been placed on the City's website. A public hearing on the proposed budget is scheduled on September 1, 2015, to allow citizens an opportunity to provide input. The proposed budget is scheduled for City Council final approval on September 15, 2015. Any



questions or requests for additional information should be directed to Adrienne Lothery, strategic services manager, at 817.503.1112 or by email to alothery@colleyville.com.

BUDGET OVERVIEW

Over the years, Colleyville's budget document has evolved from a simple financial report with proposals for expenditures and estimates of revenue, into the City's most comprehensive annual document establishing budgetary policies. The budget decisions outlined in this document influence the fiscal state of the city, the function of its government, and budget considerations for current and future needs. It is benchmark and roadmap in one.

The City's budget, therefore, is the most important working policy and planning tool used by the City Council and staff to provide quality services to the citizens of Colleyville, as determined by the City Council and for which funds are available.

Financial Summary

The adopted budget is balanced and prepared in accordance with state law, the Colleyville City Charter, ordinances, budget policies, and in accordance with the provisions outlined in the Governmental Accounting Standards Board (GASB) "Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments."

The City provides a full range of municipal services utilizing operating funds, special revenue funds, and capital project funds to provide those services.

The combined expenditures and transfers of the City's major operating funds total \$42,243,322, which is a \$2,705,447 increase from the current year operating budget.

Fund Type	Adopted FY 2015	Proposed FY 2016	Change
General	\$23,028,218	\$23,977,370	\$ 949,152
Drainage	\$ 1,121,825	\$ 917,997	\$ (203,828)
Utility	\$14,005,640	\$15,886,362	\$ 1,880,722
Debt Service	\$ 1,382,192	\$ 1,461,593	\$ 79,401
Total:	\$39,537,875	\$42,243,322	\$2,705,447

Expenditures made possible with special revenue or capital project funds are noted as such in this Budget Message, with more detail provided on the parameters governing those funds at the end of this letter in the "Proposed Budget by Fund" section. Whenever possible, the most restrictive funding source is used first,



ultimately limiting the costs borne by the primarily property tax-supported general fund.

One measure of a city's financial strength is the level of its fund balance. In keeping with the City Council's conservative fiscal policy of a 90-day reserve requirement, the General Fund is projected to have 54 days over the 90-day minimum for a total of a 144-day reserve and the Utility Fund is projected to have 62 days over the 90-day minimum cash balance for a total of a 152-day reserve as of September 30, 2015.

<i>Fund Type</i>	<i>Number of Days</i>	<i>Amount</i>
<i>General</i>	144	\$9,115,979
<i>Utility</i>	152	\$5,830,797

The reserve earns interest, bolsters cash flow, and is available for unanticipated expenditures or emergencies. As a non-recurring revenue source, beginning fund balances are used to fund capital or other one-time expenses only.

BUDGET STRATEGY & DEVELOPMENT

By definition, preparation of any budget is the allocation of finite resources. The City Council, on behalf of the citizens, establishes the price community members are willing to pay for local government services.

Colleyville's budget is developed and administered to deliver the services and programs citizens say are important to them. Utilizing input such as the 2014 Citizen Survey, the City Council determines various goals and objectives, which are visually depicted in the City's Strategy Map. (A copy of the current Strategy Map is included in the appendix of this document). Staff's role is to guide the process by creating and managing a budget that reflects the Council's highest priorities.

We approach budget development with the understanding that the programs and services included in the *current* budget reflect the City Council's and community's highest priorities. However, some programs and services are not fully funded – which means adequate funding has not been allocated to sustain a program or service into the future. For example, we operate a number of city facilities, but we do not have a dedicated funding source for the eventual replacement of all major building systems and components (such as boilers and air conditioners). Those major expenditures compete for general fund dollars.

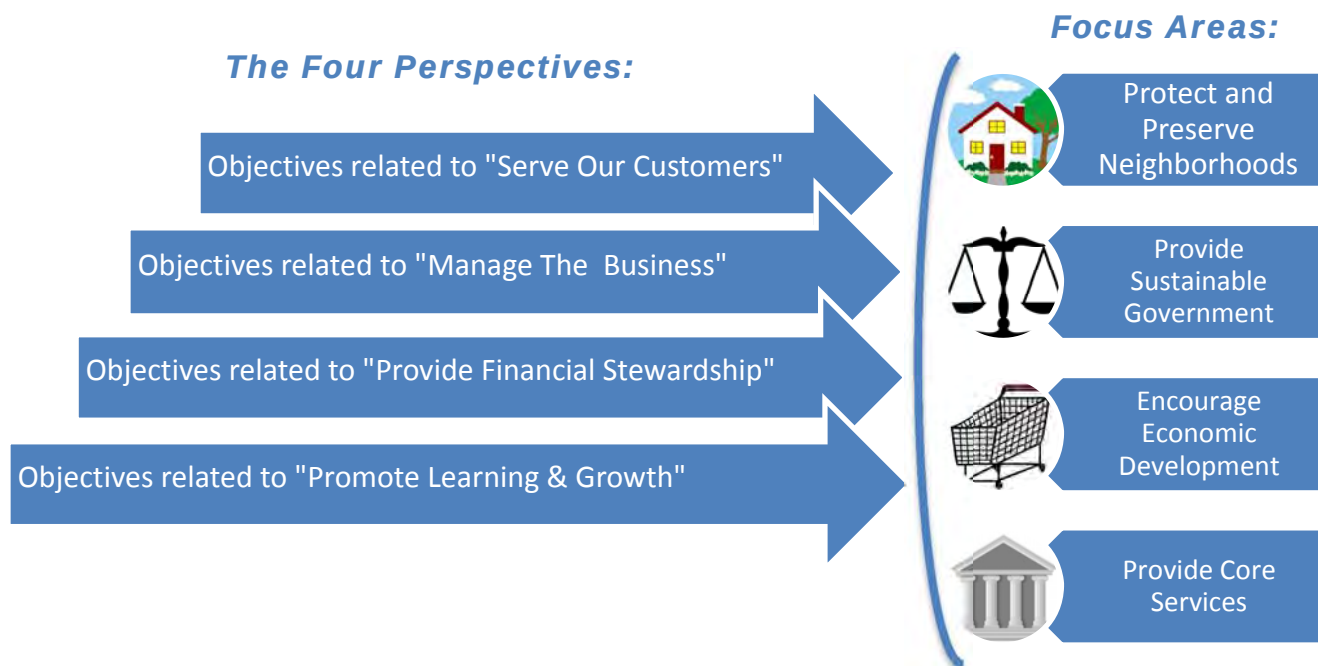
The fiscal year 2016 budget focuses on ensuring that services are provided at the high level expected by citizens, and that to the greatest extent possible current programs and services are fully funded and functioning at the desired level before new services are considered. In line with this approach, additional funding requests



submitted by departments were categorized as either requests to fully fund the current service level, or as service enhancement requests. These efforts ensure that the City's resources and staffing are aligned to meet today's demands and that service levels remain sustainable in the foreseeable future.

As the budget serves as a policy document upon adoption for the upcoming fiscal year, any service level enhancements beyond those included in the adopted budget must be vetted and determined by the City Council. Changes in budget allocation will likely necessitate the loss or reduction of other programs or services to stay within the City's balanced budgetary parameters.

Strategy in Action



Development of the fiscal year 2016 budget was guided by the community's priorities as outlined in the City of Colleyville's Strategy Map. Each item has been vetted for its alignment with the goals and objectives delineated in the Strategy Map, reviewed for resource optimization, and finally weighted against both current and future community needs.

The City of Colleyville's Strategy Map outlines four focus areas: Protect and Preserve Colleyville Neighborhoods, Provide Sustainable Government, Encourage Economic Development, and Provide Core Services. Then there are four perspectives from which to view – and address - the focus areas: Learning and Growth, Financial Stewardship, Business Management and Customer Service. Each perspective is represented by a tier on the Strategy Map and contains objectives that must be achieved to ensure we are ultimately delivering on our focus areas.

The order of the four perspectives is important. When we begin with "promote learning and growth," we acknowledge that the foundation of service is the right

people, who are trained and empowered to do good work. When they are in place, we are able to focus on our financial reality and being good stewards of our citizens' tax dollars. Then, with the big-picture stewardship focus in place on our financial inputs, outputs, and future needs, we are then able to look at how we "manage the business" day to day to ensure that the dollars we spend are maximized and spent on the right things. Finally, with those critical priorities addressed internally, we can serve our customers and provide the high-quality programs and services they expect. Without the right people, the right financial responsibility, and the right processes, we would not be able to serve our customers as well. And of course, we must do all of these things in order to deliver on our four focus areas.

By remaining centered on the goals and objectives outlined in the Strategy Map, the community, City Council, and staff can weigh the divergent demands of the citizenry, pursuing only those elements that help achieve the identified objectives, and thereby ensuring the highest priorities of the community as a whole are accomplished.

For this reason, every new effort and element of the City's budget, including existing programs, is tied to one or more of these objectives, as detailed in the sections that follow. The items listed under each of the four perspectives include highlights of the investments slated to receive continued funding in fiscal year 2016, any significant changes in funding, and a description of new items that are proposed to receive funding.

Issues & Challenges

Colleyville benefits from a strong residential base, which helps mitigate the negative effects of economic fluctuations. Property values have rebounded substantially from the declines experienced in fiscal years 2011 and 2012, yet the property tax rate has remained the same since 2008. Despite a hot real estate market in the Dallas-Fort Worth Metroplex, increases in property values does not necessarily result in substantially greater property tax revenue. In 2003, the City Council increased the over-65 property tax exemption to \$65,000 and approved the senior property tax freeze in 2004, which serves as a significant benefit to residents. Demographic trends indicate that this benefit will continue to increase. Currently, 20.5 percent of all residential property tax accounts are frozen. The majority of additional property tax revenue in fiscal year 2016 will come from new construction. This growth area, however, is finite, as Colleyville has a limited number of vacant lots remaining.

Sales tax is the second largest revenue source, however, the city's primary commercial corridor along Colleyville Boulevard (SH26) will be under construction for the next several years. Fiscal year 2016 sales tax is projected to grow 1 percent from fiscal year 2015 year-end projections, but zero growth is projected for the following two years as construction may impact traffic to nearby businesses. The city is and will be committing significant resources to support and market the impacted businesses. While other funding sources for fiscal year 2016 remain relatively steady in the majority of revenue categories, prudent management of the



City's finances on previous and current capital improvement projects has reduced debt and, subsequently, debt service costs. The resulting debt service savings will be used to help fund current and long-term maintenance and operations priorities as delineated in the fiscal year 2016 budget. It is anticipated that the number of building permits issued and associated development-based revenue in fiscal year 2016 will be similar to the current year. As Colleyville approaches build-out, development revenues will be difficult to predict due to the declining availability of land for new development. Each revenue source is discussed in more detail in subsequent sections of this budget message.

Colleyville's history dates back to its beginnings as a farming community in the 1850s. Even when the city was incorporated a century later, it was still a rural community. Much of our infrastructure – including streets, utility lines, buildings and other community assets—are aging and inadequate to serve residents and commuters in the burgeoning northeast Tarrant County area. In developing the 2016 budget, staff has focused attention on the most urgent priorities and addressing those situations that pose the highest risk if not addressed. Staff also carefully considers which investments will serve to extend the useful life of an asset -- essentially postponing the need for full replacement for a number of years -- when making funding recommendations.

At the budget worksession in June, staff presented a five-year General Fund budget forecast to fiscal year 2020. That forecast includes conservative estimates for revenues, as well as expenditures and any changes that can be reasonably anticipated. The forecast for expenditures includes general cost increases for materials and contractual services required each year, and modest growth in personnel costs, as well as a planned draw down of \$1,000,000 of fund balance for street maintenance through fiscal year 2018. This forecast served as the framework and starting point for budget discussions, helping staff and the City Council focus on the long-term budgetary implications of current funding decisions. It also helped to put long-term goals into perspective relative to the overall resources available in the General Fund. This information was weighted heavily in determining fiscal year 2016 budget priorities.

Priorities and Fiscal Year 2016 Focus

With this budget, staff recommends allocating resources according to the priorities of our citizens and City Council, while maintaining the conservative fiscal approach that has allowed Colleyville to attain and maintain an AAA bond rating. The service delivery plan maintains or enhances the programs and services that support one or more of the city's four focus areas: Protect and Preserve Neighborhoods, Provide Sustainable Government, Encourage Economic Development, and Provide Core Services.

Some of the priorities related to protecting and preserving neighborhoods include maintaining the lowest crime rate in Tarrant County, adequately providing for public safety operations, reinvesting in infrastructure, and planning for Colleyville's future



by implementing “Destination Colleyville,” an updated comprehensive plan for the city’s growth over the next 20 years.

To further our commitment to sustainable government, priorities include investment in facilities and replacement of aging building components, leveraging technology to improve service delivery, and continuing the commitment to investing in the City’s most valuable resource—the employees who are ultimately responsible for service delivery. Local government is a service organization, and as with most service organizations, the skills, experience, education, and attitude of our employees are essential ingredients to success. We can only attract and retain quality employees if we provide compensation, facilities, equipment, and a work environment that allows each employee to reach his or her potential.

Economic development is an ongoing priority and although significant gains have been realized, it is important to continue to focus on attracting and retaining the types of commercial development that contribute to the high quality of life in Colleyville. Continued investment in this area will be key to achieving the next level of success in guiding Colleyville’s development in a way that reflects the desires expressed in the comprehensive plan. Furthermore, the impending reconstruction of Colleyville Boulevard places a unique burden on the city to support and advocate for our businesses along this corridor. Significant efforts to provide this support are detailed in the sections that follow.

As a local government, we exist to provide certain services that citizens expect, at the level they expect, for a good value. In our increasingly mobile and transient society, individuals choose which communities to become citizens of based upon how that city chooses to define core services. In Colleyville, core services are the programs and services currently funded. Over time, this definition will evolve depending on the priorities of the community.

The proposed budget provides a staffing level of 205.5 full-time equivalents (FTEs), 2.5 more FTEs than in fiscal year 2015, in order to fully fund the programs and services expected by citizens. Careful consideration was given to all position requests to ensure that decisions are both appropriate and sustainable in the long-term. The new or upgraded positions in the fiscal year 2016 budget include the addition of one urban forester in the community development department, one police officer, increasing one part-time building inspector to full time, and increasing one part-time marketing coordinator to full time. One vacant, part-time building attendant position was eliminated and the funding repurposed for the previously mentioned changes.

To sustain and plan for Colleyville’s long-term needs, the fiscal year 2016 budget includes a Five-Year Comprehensive Capital Improvement Plan (CIP). This plan identifies planned projects for the next five years, based on funding availability, and a schedule for completion. Capital projects are defined as those projects requiring an investment of \$50,000 or more. Colleyville’s CIP includes projects in a number of categories, as shown in the chart below. Similar to the five-year General Fund budget projection, the CIP provides an opportunity to consider all of the city’s



capital needs in the coming years and determine the priority of each, as well as whether available funding resources are sufficient to support those expenditures. The CIP operates on a multi-year basis and utilizes a variety of funding sources including the City's major operating funds, impact fees, special revenue funds, and other entities such as TxDOT. While the plan itself covers five fiscal years, only the upcoming year of the five-year plan is included in the City's budget each year. In the sections that follow, major fiscal year 2016 investments in the CIP from City resources have been described in more detail.

FY 2016 Project Category	FY 2016 Project Cost
Streets	\$39,499,469
Utility	1,062,600
Parks	250,000
Technology	564,700
Facilities	347,171
Other	212,000
TOTAL	\$41,935,940

The fiscal year 2016 budget continues delivery of current citizen services while placing greater emphasis on investing in those opportunities that most significantly further one or more of our four focus areas. As is typical in local government, funding requests exceed available revenues, requiring decisions regarding what to fund. As we begin to plan for the future in more detail, not all items can be funded. The fiscal year 2016 budget is a balanced budget based on community and City Council priorities as we know them and makes significant progress toward achieving many of the city's needs and long-term goals. Those items that were not funded this fiscal year are described in a subsequent section of this budget message and may be considered in future budgets.

PROMOTE LEARNING & GROWTH

As mentioned previously, the first of the four perspectives we use is "promote learning and growth." When we begin with "promote learning and growth," we acknowledge that the right people, who are adequately trained and empowered to do good work, are the bedrock of our ability to successfully deliver on the city's four focus areas. While some efforts to promote learning and growth are made in intangible ways, such as fostering positive employee engagement, empowering informed decision-making at all levels of the organization, and ensuring our people understand the strategy and how they contribute to it, other efforts must be



tangible, such as attracting, developing, and retaining skilled employees who embrace our values by offering competitive benefits and compensation that reward good and high performance. The following describes ongoing investments to do just that:

- **Market adjustments - \$50,306**

In June 2015, human resources initiated an annual salary market update in order to obtain data on annual market adjustments. In order to maintain the City's compensation system and keep it current, a two-pronged approach has been implemented: annual salary structure updates to keep abreast of any necessary market adjustments, and long-term comprehensive maintenance. Annual market adjustments to the salary structure are recommended to help alleviate significant salary lags between surveys. This avoids a large annual survey expense and helps maintain market competitiveness with smaller salary adjustments. Rather than performing a full comprehensive update for fiscal year 2016, a compensation and benefits consultant performed an overall review of data from published sources and, based upon data collected, recommended a 2.6 percent salary structure adjustment. Based on direction from the City Council, staff will adjust all employee salary ranges 2.6% effective October 1, 2015. Employees earning below the new minimum salary of their position's pay range will receive a market adjustment up to the new minimum of the range.

- **Performance-based merit increases - \$228,456**

Employees hired prior to October 1, 2015, will be eligible for a mid-year performance-based merit increase in fiscal year 2016 based on successful and exceptional performance. On an individual basis, the increase will not exceed five percent. Employees receiving a market adjustment *and* merit increase may not exceed a total increase of 10 percent. Performance-based merit increases in mid-fiscal year 2016 will be predicated on employee performance under the comprehensive performance management program implemented in fiscal year 2014. The system includes meaningful tools and a streamlined process to document employee goals, expectations, and performance to reinforce alignment of City services with citizen expectations as it pertains to the organization's expected standards.

- **Employee insurance benefits**

Employee insurance benefits include medical, dental, life, accidental death and dismemberment, long-term disability, and COBRA insurance, as well as flexible spending account and health reimbursement arrangement administration. The City continues to exhibit a substantial commitment to employee benefits by funding employee and dependent medical insurance premiums based on a tiered structure tied to wellness program participation. This tiered structure for health insurance subsidies has proven to be an innovative approach to addressing increasing healthcare costs, while providing a benefit for employees that allows the City to maintain a competitive benefit position among its peer cities. Medical insurance premiums increased this year, the first significant increase in many years. However, when comparing fiscal year 2016 medical

insurance premiums to costs for medical insurance premiums in fiscal year 2010, the increase is only 2.25% above the premiums in fiscal year 2010. The net increase in medical premiums will be shared between the City and the employees through the tiered premium structure.

- **Texas Municipal Retirement System (TMRS)**
The City is committed to ensuring the retirement benefit offered to employees is affordable, sustainable, and competitive. The City's current plan design does not change and includes funding for participation in the TMRS program at a contribution rate of 7.73 percent (annualized 7.76 percent), up 0.13 from the annualized rate of 7.63 percent in fiscal year 2015. TMRS is a hybrid defined contribution plan. When a TMRS member retires, the portion of their retirement annuity paid by the municipalities they have worked for is directly tied to their service time in those cities. For the current actuarial period, the City has no unfunded liability.

PROVIDE FINANCIAL STEWARDSHIP

Providing financial stewardship of the city's resources is the foundation of all efforts by City staff. Many of the investments described in this section illustrate the ways Colleyville works to ensure that our long-term needs, including planning for major asset replacements, are addressed. The City is extremely proud of achieving an AAA bond rating in all three areas of debt (tax supported, utility, and drainage) and will continue to follow the conservative financial principles and policies that have allowed us to achieve that coveted designation. Among our surrounding cities, total primary government debt ranges from \$18,258,868 to \$170,754,000, with Colleyville having the lowest amount. Per capita amounts range from \$731 to \$5,931, with Colleyville having the second lowest amount at \$769. (Figures were reported in the Certified Annual Financial Report as of September 30, 2014 for each city). As we forecast needs and plan for the future, balancing priorities with resources in a sustainable way, we also will work to finance projects using currently available dollars to the greatest extent possible. Efforts to further our focus on financial stewardship in fiscal year 2016 include the following:

- **Review and update of fees and charges**
Each year as a part of the budget process, staff reviews current fees and charges to ensure that amounts are set appropriately for cost recovery and to remain consistent with the market. While the number of fees and amount of fees adjusted varies from year to year, this annual review provides consistent assurance that our taxpayers are not subsidizing more services than necessary.
- **Outside review of financial processes**
Each year, the City not only undergoes an audit from an outside firm to verify the accuracy of our accounting records, we also voluntarily participate in other

external reviews. These include submission of the budget document to the Government Finance Officers Association (GFOA) Budget Award program, the GFOA Certificate of Achievement for Excellence in Financial Reporting (CAFR) Award, and the Texas Comptroller's Leadership Circle for financial transparency.

- Ambulance replacement - \$44,580
Third-year funding for replacement of the front-line ambulance through a lease purchase plan is included through the Debt Service Fund. The total cost of the ambulance was \$209,425, which will be paid over a five-year period, ending in 2017.
- Fire engine replacement - \$125,000
The fiscal year 2016 budget includes a down payment that is a part of a lease-purchase agreement for replacement of a fire engine through the Debt Service Fund. The total cost of the engine is \$550,000, the balance of which will be paid over a ten-year period (with interest), with annual payments beginning in October 2016 and ending in 2026.
- Police vehicle replacements- \$294,000
Funding for replacement of four marked police vehicles, two motorcycles (one replacement and one additional), and one unmarked police vehicle is included in the fiscal year 2016 CCCPD budget. The fleet management plan for the police department calls for retaining patrol vehicles for a period of three years and replacement of five vehicles annually, replacing unmarked vehicles on an as-needed basis. Replacement plans are consistent with the funding available in the CCCPD budget and provides for long-term sustainability of the police fleet. The Fleet Plan has not addressed motorcycles in the past, however going forward they will be included in the annual fleet management updates.
- Replacement of vehicles and capital equipment (General Fund) - \$252,000
The fiscal year 2016 budget includes a transfer from the General Fund to the Capital Equipment Replacement Fund, for which \$72,000 is designated for replacement of servers and other technology, and \$180,000 is designated for the replacement of vehicles and equipment utilized by programs accounted for in the General Fund. The portion designated for replacement of General Fund vehicles increased by \$10,000 from the prior fiscal year, to bring the fire department vehicles (non-apparatus) into the replacement schedule.
- Replacement of vehicles and capital equipment (Utility Fund) - \$81,100
This funding has been budgeted to set aside resources for replacement of vehicles and capital equipment that are utilized by programs accounted for in the Utility Fund.
- Replacement of two vehicles (Drainage Fund) - \$45,917
This funding provides for the replacement of a 2003 F250 truck and 2004 F250 truck with an F150 truck and F250 truck. These vehicles are utilized by programs accounted for in the Drainage Fund.

- Replacement of City Hall façade lighting- \$42,971 (one-time expenditure)
Maintaining city facilities is always a priority and current lighting under the roof line of City Hall and the signage lighting on the front of City Hall and the Library has burned out in several places. This funding will replace the current lighting with LED lighting. Due to the need to rent a lift to reach the lighting under the roof line, all lighting will be switched out at one time.
- Replacement doors for Fire Station 1 - \$66,000 (one-time expenditure)
This funding has been budgeted to replace the existing overhead doors at Fire Station 1 with four-fold doors. The overhead doors have required extensive maintenance and repairs over the last several years. Four-fold doors have lower maintenance costs and improved visibility for operators inside a truck.
- Replacement and upgrade of Colleyville Center A/V technology - \$170,000 (one-time expenditure)
This funding will replace and upgrade the technology infrastructure components and wiring that is original to the Colleyville Center (1998). This investment will also provide a secure location for receivers, transmitters, and controller components currently housed on the stage, as well as independent operation of sound and video systems in all three rooms. The project will allow the Center to provide a consistent service level, one that utilizes current technology, by bringing all technology up to current digital standards. While this project is one-time in nature, we recognize that staying up-to-date with technology requires on-going investment on a periodic basis.

MANAGE THE BUSINESS

Starting with the right people who are trained and empowered to do good work, we are able to focus on our financial reality and being good stewards of our citizens' tax dollars. We are then able to focus internally and evaluate how we "manage the business," ensuring that the dollars we do spend are maximized and spent on the right things. This may include process improvements, investments in technology to leverage our personnel resources, partnerships with other agencies to reduce redundancy and improve efficiency, and communication efforts that cultivate a culture of transparency. The items that follow highlight continuing or enhanced investments in how we "manage the business":

- Digitizing documents to Laserfiche - \$37,000
Staff contracts with a third party to have physical documents currently located in storage digitized. The fiscal year 2016 budget includes funding to continue this work on an incremental basis each year, until all City documents have been transitioned into a digital format, increasing transparency and improving service for citizens and customers.

- Phase II courts technology upgrade - \$68,942 (one-time expenditure)
Phase II of the courts technology upgrade includes the replacement and upgrade of audio visual equipment, including document cameras, television, and functional control system of the courtroom at the Colleyville Justice Center. Some of the cost will be shared with the City of Keller, our partner in the joint municipal court, and a portion of the cost will be funded by the Court Technology Fund. The General Fund impact is expected to be \$15,000.
- Phone system software upgrade - \$13,879 (one-time expenditure)
The City's current phone system software will no longer be supported by Cisco after this year. This funding will pay for the contract labor to upgrade to the latest version of the software and the new software costs will be provided as a part of our software maintenance agreement.
- Internet redundancy - \$7,829
Purchase of a load balancer and contracting with a second internet carrier will allow for redundancy should an internet outage occur. Continuous use of the internet is critical to serving citizens, as a significant number of the City's software programs are now web-based.
- Additional digital signage - \$4,222 (one-time expenditure)
In an effort to communicate with citizens and customers in a variety of ways, digital signage will be expanded to both the lobby of City Hall and the Senior Center. The digital signs will be programmed to show regularly updated material that advertises public meetings, special events, and other helpful information.
- Urban Forester position - \$104,488
In order to continue to manage and oversee tree and landscaping functions in the development process, an urban forester position has been included in the fiscal year 2016 budget. This position will be responsible for the review of tree preservation plans, tree mitigation plans, tree removal permits, and tree surveys, as well as inspections and any other coordination of work related to trees throughout the community. This position will also work closely with other City staff in the maintenance and preservation of trees on City-owned property.
- Land Development Code updates - \$50,000
The adoption later this year of the updated Colleyville comprehensive plan, *Destination Colleyville*, will necessitate updates to the Land Development Code. These updates will include subjects such as zoning districts, overlay districts, subdivision regulations, and streamlined development processes. Because this work is anticipated to take several years, funding is programmed as on-going.

The adopted budget provides contract services with other governments and agencies in the following areas:

- *Municipal Court:* In fiscal year 2013, Colleyville and Keller broke new ground as the first Texas cities to consolidate their municipal court operations. The



combined court, now in operation for two years, is transitioning to a paperless environment that will streamline processes and further efforts to manage our document retention electronically. Keller's portion of the cost is anticipated to be \$247,689 for fiscal year 2016, compared to \$217,697 for the prior year.

- *Animal Control:* In fiscal year 2013, Colleyville and Southlake consolidated animal control and shelter services with Keller, a change that resulted in improved animal services in all three communities, reduction of redundancy in operations, better utilization of building and technical resources, increased training time for employees, sufficient staffing for dedicated shelter and adoption personnel, and improved compliance with state and national standards for the humane treatment of animals. The fiscal year 2016 budget for this agreement, which pays for Colleyville's proportionate share of the costs, increased by \$13,397 compared to fiscal year 2015, based on the calculations provided by the city of Keller on Colleyville's utilization of shelter and animal services.
- *Communications and Jail Services:* Continuation of funding for the regional communications and jail services is included in fiscal year 2016 through a multi-year interlocal contract with Keller and Southlake. This funding budgeted for fiscal year 2016 increased by \$21,610, which reflects Colleyville's proportionate cost of the interlocal contract. Additionally in fiscal year 2011, Tarrant County 9-1-1 leased the Colleyville Communications Center as a permanent backup site, which created additional revenue. Tarrant County 9-1-1 also will keep the facility up to date with the latest technology.
- *Northeast Fire Department Association (NEFDA):* This association of 14 cities in Northeast Tarrant County provides resources, support, and staffing for emergency events such as a water rescue, HAZ-MAT incident, or an event involving an explosive device. Participating cities contribute financially to maintain and replace equipment or apparatus needed to respond in these situations, in addition to an annual operating fee.
- *Public Safety:* Colleyville will continue participation as a member city in Tarrant County's NETCO radio consortium. In 2014, the NETCO consortium completed an upgrade to our 800MHz trunked radio system to Project 25 (P25) capability. The P25 conversion included all radio equipment (i.e., towers, consoles, portable radios, and handheld devices). Capital costs related to the upgrade are paid annually by the debt service fund through fiscal year 2016. NETCO member cities will continue to contribute to the consortium for future maintenance and system enhancement costs.
- *Street Overlay:* To maximize street maintenance activities, the City will continue partnering with Tarrant County for county labor resources for one street maintenance project per year. For these projects, the City provides funding for materials. The county has specialized street overlay capabilities and has shown a continued interest in assisting our maintenance program.

- *Teen Court:* Along with Grapevine and Keller, Colleyville partners with Southlake to operate the Metroport Teen Court. The fiscal year 2016 CCCPD budget provides funds for our continued participation in this program in the amount of \$33,750, one fourth of the total annual program cost.
- *Elections:* Staff recommends continuation of the contract with the Tarrant County Elections Center to conduct local elections at an annual cost of \$7,000. The efficiency and expertise provided by the county enhances the quality of the electoral process available to our citizenry.
- *Tax Assessment and Collection Services:* The City will continue the agreement with the Grapevine-Colleyville Independent School District (GCISD) for tax collection services.

SERVE OUR CUSTOMERS

To serve our customers and provide the high quality programs and services they expect, we must start with the right people, the right financial focus, and the right processes. Without attention to those foundational perspectives, we cannot serve our customers well. Investments in the area of “serving our customers” typically include items that are tangible to our citizens. In fiscal year 2016, highlights of continuing or new investments in this area include:

- **One new police officer position- \$72,058**
The addition of one new police officer position is included in the fiscal year 2016 budget, to be funded from the Colleyville Crime Control and Prevention District (CCCPD) budget. This position reflects the City Council’s commitment to adding one new police position each year through fiscal year 2016. The staffing plan for fiscal year 2017 through 2020, which includes the addition of two new police officers and one additional supervisory position, will be incorporated into the CCCPD budget as funding allows.
- **Street maintenance - \$3,000,000**
A consistent focus by the City Council has been to provide the necessary funding to maintain the city’s street infrastructure. Given this, the adopted budget provides a base level of \$2,000,000 for street maintenance/rehabilitation and an additional \$1,000,000 through a strategic draw-down of General Fund fund balance (while still maintaining a healthy fund balance in excess of the adopted 90-day reserve requirement). This strategic draw down is anticipated to continue through fiscal year 2018 based on the current financial forecast. At that point, other funding must be identified to continue the same level of street maintenance. The fiscal year 2016 total of \$3,000,000 for street maintenance in the General Fund will be used as a funding source in the comprehensive CIP, to be distributed among various projects based on relative priority. Prior to fiscal year 2016, \$600,000 of the \$3,000,000 allocated for street maintenance has

been used for concrete repairs and pavement markings. In fiscal year 2016, the full \$3,000,000 will be used for street CIP projects. Street maintenance funding in prior fiscal years (2013-2015) has provided for significant accomplishments, including the following projects: Heritage Avenue, Windview Estates, Kingston Estates, Pleasant Run Road, Cheek-Sparger and Jackson roundabout, Jewel Estates, Jackson Road, Lavaca Trail Road, White Chapel Bridge repairs, Bedford Road retaining wall, sidewalks, metal beam guard fences, pavement markings, and various emergency repairs.

- **Dedicated funding for concrete repairs - \$500,000 (one-time expenditure)**
As mentioned previously, concrete repairs have historically been funded by using a portion of the street maintenance budget allocation. In fiscal year 2016, a dedicated budget for concrete repair has been included. Funding availability will be evaluated next year to determine whether this can be included on an annual basis.
- **Dedicated funding for pavement markings - \$100,000**
A dedicated budget for pavement markings has been included to set aside funding for this purpose on an annual basis, and to eliminate the need to use a portion of the \$3,000,000 street maintenance allocation for pavement markings. This will allow a greater portion of the street maintenance budget to be utilized on street CIP projects.
- **Colleyville Boulevard/SH26 reconstruction project management - \$200,000**
To ensure adequate city involvement in managing the upcoming reconstruction of Colleyville Boulevard, an additional construction manager will be temporarily assigned to that project for its duration. In addition to the staff support of this project, funds for additional advertising, promotion, and support of our affected businesses, as well as additional communication with citizens and visitors during the project, are also included. The fiscal year 2016 cost of the temporary position and the additional communications costs are to be funded through a transfer of net revenues over expenditures at the end of fiscal year 2015. It is anticipated that these expenses will need to be budgeted through fiscal year 2018.
- **Maintenance of medians on Colleyville Boulevard (SH26) - \$30,000**
With the completion of Phase I of construction work, additional funding has been included for the maintenance of the medians. This horticultural work will include maintenance of landscaping material, inspection of irrigation components, and litter control.
- **Building Inspector to FT - \$42,687**
The fiscal year 2016 budget includes funding to bring the part-time building inspector to a full-time position. Current building activity necessitates employing two full-time inspectors to maintain current service levels and same-day inspections. Bringing the part-time inspector up to full-time will also allow for coverage of inspections when the current full-time inspector is out of the office.

- **Marketing Coordinator to FT - \$32,900**
 Funds have been allocated to expand the existing part-time marketing coordinator position to a full-time communications and marketing position that will place an emphasis on digital platforms. This change reflects the growing demands and challenges of executing the city's communications and marketing efforts across both digital and traditional platforms, increased demand for communications on major projects in the city—especially road construction projects, and a heightened need for more emphasis on marketing the city and its business community. In this budget year, in addition to ongoing communications and marketing efforts, the communications and marketing department also has been charged with designing and developing a more robust, accessible website, and with developing and executing a major marketing effort to promote the city's business community.
- **Transfer to Capital Projects Fund - \$200,000 (one-time expenditure)**
 Additional one-time funding has been included in the fiscal year 2016 budget to be transferred to the Capital Projects Fund for use on future capital projects. Careful consideration was given to ensure that not all available funds were obligated to recurring, or ongoing, expenses. Dedicating some of the funding available for allocation in fiscal year 2016 to one-time purposes that serve the City's long-term goals is a prudent use of these funds. This strategy was also used in fiscal year 2015, when \$300,000 was allocated for one-time capital projects, and has made the following projects possible: Fire Station 1 training room technology update, backup power generator for City Hall, replacement of access control technology at City Hall and the Library, Fire Station 3 capital maintenance (primarily roof), and landscaping of the Glade/Pool roundabout.
- **Sidewalk repair – \$50,000**
 The budget maintains funding for the repair and maintenance of sidewalks, helps ensure pedestrian safety, and enhances Colleyville's "walkability" factor. Funding in the amount of \$50,000 is recommended for ongoing maintenance.
- **Court "Notify" System – \$8,400**
 Court Technology Fund resources, which are generated from collection of the Municipal Court technology fee imposed on convictions on cases adjudicated in the Court, are planned to be used for the purchase of the "Notify" system from the current court software vendor, Incode. This system will allow employees to auto-notify individuals through phone and/or email when court must be rescheduled (such as in cases of inclement weather) as opposed to spending extensive staff time manually calling each person affected.
- **Integrated Mosquito Management Plan funding increase – \$25,000**
 The budget allocates additional funding to the Integrated Mosquito Management Program to allow for targeted application of adulticides. Actual expenditures will be directly tied to the amount of mosquitos testing positive for West-Nile Virus during the mosquito season, but recent trends indicate that additional resources will be required.

- The cost of purchasing potable water from the Trinity River Authority (TRA) has increased during the past year, and is expected to continue to increase, due to additional TRA operational costs, which includes the increased cost of purchasing raw water from the Tarrant Regional Water District (TRWD), and decreased usage through effective water conservation by area cities. In July 2015, the City Council approved a new rate structure that passes through these cost increases to customers.
- Water and wastewater renewal program - \$1,062,600
As part of the City's focus on long-term infrastructure needs, the fiscal year 2016 Utility Fund budget significantly increases the investment for proactive replacement of City water and sewer lines, valves, pumps, lifts, manholes, inlets, and other materials used in the delivery of potable water to, and the removal of sewage from, Colleyville homes and businesses. This investment is utilized as the primary funding source for the water and wastewater CIP projects. Funding for these projects was made possible by the new rate structure approved in July 2015.
- Colleyville Clean Sweep - \$12,000
Staff recommends continuation of the household hazardous waste collection program and the Clean Sweep annual collection with \$12,000 from the Drainage Fund and a conversion of solid waste franchise revenue in the amount of \$15,000, for total program funding of \$27,000.
- Trail system investments - \$210,000 (one-time expenditure)
The proposed 2016 CEDC budget includes the carry forward of funding for incomplete projects- improvements at the Cotton Belt – LD Lockett Park trailhead and \$150,000 for the construction of future trails for which a location has yet to be determined.
- Parks Master Plan update - \$100,000 (one-time expenditure)
The existing Parks Master Plan was adopted in 2011 and is due to be updated. Funding has been included in the CEDC budget for this purpose.

ITEMS NOT FUNDED IN FISCAL YEAR 2016

As is typical in local government, funding needs often exceed the revenues available. Decisions must always be made as to what items are funded in the budget. The items described below were not included in the fiscal year 2016 budget, either due to a lack of available funding or because these items represented a lower overall priority than other items. Every request for additional funding was evaluated and ranked by the staff Leadership Team, which played a large role in determining those items chosen for inclusion in the fiscal year 2016 budget. When ranking each funding request, the Leadership Team referred to a set of criteria, which included considering how and to what extent the request furthers the goals laid out by City Council in the Strategy Map, any risks presented by not



funding a request, whether the request addresses an area identified in the City's performance measures as needing improvement, staff's ability to execute and implement the request if funded, what prompted this request, and overall impact of funding the request compared to the financial investment required.

- **City Hall/Library exterior LED lighting - \$17,400**
This funding would replace the eight existing parking lot pole lights on the West side of City Hall with LED lights.
- **Justice Center exterior LED lighting - \$40,920**
This funding would replace the existing parking lot pole lights with LED lights on 13 single head pole light fixtures, 6 double head pole light fixtures, 2 flood light fixtures, and 10 flood bridge light fixtures.
- **Additional fire inspector/investigator - \$107,000**
The addition of another position focused on fire inspections and investigations would provide an enhanced service level, including annual inspection of commercial buildings. Further evaluation of this enhanced service level is planned in order to determine if there could be an offsetting revenue through the creation of an annual inspection fee and the openness of the business community to this type of service.
- **Folding doors at Fire Station 3 - \$44,000**
Funding would replace existing overhead doors with four-fold doors that have lower maintenance costs and improved visibility for operators inside a truck. Four-fold doors are already installed at Fire Station 2 and funding is included in the fiscal year 2016 budget for installation at Fire Station 1.
- **Senior Center Classroom A/V replacement - \$6,954**
Replacement of the projector and screen in the classroom at the Senior Center was considered, but not funded due to the limited use of this equipment.

PROPOSED BUDGET BY FUND: GENERAL FUND

In developing the fiscal year 2016 budget, the objective was to achieve a balance between revenues and expenditures, and prioritize operational needs with long-term community investment strategies. As mentioned previously, efforts are made to identify other funding sources before committing general fund dollars to a project or cost, limiting the reliance on the primarily property tax supported general fund. The general fund accounts for the resources and expenditures related to the generally recognized governmental services and/or functions provided by various City departments – it is a governmental fund type.

Revenues

General Fund revenues in the adopted budget total \$24,018,492. Major revenue considerations include:

- An increased operation and maintenance (General Fund) portion of the tax rate due to declining bonded indebtedness. There is no overall increase in the total tax rate.
- An increase in ad valorem revenue due to a 2.76% increase in property values
- Increased sales tax revenue
- An increase in licenses and permits, as well as charges for service, based on historical trends and increase in development activity in Colleyville

Property Tax

The primary source of income for the City is property taxes, accounting for 54 percent of total revenue. The biggest budgetary issue in preparing the annual budget is the setting of the property tax rate. Once the roll is received in late July, the tax rate is determined by the debt rate needed to pay for the City's bonded indebtedness and funds needed for maintenance and operation funding in the General Fund.

The Tarrant Appraisal District has certified Colleyville's property valuations for 2015 at \$4,204,340,103 (\$4,106,312,095 in certified value and \$98,028,008 in pending appeals and incomplete valuations), and includes \$61,525,400 in new construction. This represents an increase of \$113,036,582 (2.76%) over the current year's taxable valuation of \$4,091,303,521, per the July 25, 2014 certified values. The value of existing property on the tax roll increased by \$51,511,182 (1.26%) over the current year's taxable valuation. The total taxable value includes TIF zone property, which has a combined taxable value increment of \$267,715,328 (TIF Zone #1 adopted in 1998- \$265,051,758 and TIF Zone #1A adopted in 2012- \$2,663,570). TIF values include \$7,070,556 in new construction, which is reflected in the new construction total for the entire tax roll above. The final TIF value is subject to change, as valuation is still under appeal. This represents an increase of \$6,586,339 (2.52%) over the current year TIF valuation of \$261,128,989.

As submitted, the fiscal year 2016 budget maintains a property tax rate of \$0.3559 per \$100 value. The tax rate is comprised of an operation and maintenance rate of \$0.33624, and an interest and sinking rate of \$0.019660. The latter component provides funding for retirement of the annual debt obligations. The property tax rate of \$0.3559 is slightly above the effective tax rate of \$0.350960. The effective tax rate is the rate at which the City would raise the same amount of revenue raised in the last fiscal year.

As shown in the following table, the 2016 property tax rate will increase the typical homeowner's tax bill, compared to this year's tax billing, by \$7.66.



Budget Year	Average Residential Property Value	Property Tax Rate	Average Property Tax Payment
2010	\$398,957	\$0.3559	\$1,419.89
2011	\$397,472	\$0.3559	\$1,414.60
2012	\$396,817	\$0.3559	\$1,412.28
2013	\$397,889	\$0.3559	\$1,416.09
2014	\$406,040	\$0.3559	\$1,445.10
2015	\$421,497	\$0.3559	\$1,500.11
2016	\$423,650	\$0.3559	\$1,507.77

Sales Tax

The second major financial consideration guiding development of the budget is the growth of sales tax revenues. The City collects a total two percent sales tax: one percent for General Fund with the remaining one percent allocated for two half-cent special purpose districts. A positive trend in the local economy along with the opening of Whole Foods Market and other businesses at Colleyville Downs has generated increased taxable sales. A conservative one percent increase in sales tax over the fiscal year 2015 year-end projection is budgeted, as this revenue source is one of the most volatile.

Licenses and Permits

Building-related revenue remains relatively consistent with the actual revenue received in the last several fiscal years. License and permit revenue has continued to exceed budget projections based on the increase in development activity in Colleyville, but budgeted projections are not increased until several years of trend are established in order to maintain our conservative forecasting practices. The fiscal year 2016 budget for license and permit revenue makes up almost 4 percent of general fund revenues. Based on current interest rates and the number of lots that have been approved or are under construction, staff anticipates the current rate of construction of new single-family residential homes will continue in the near term. There are also commercial developments and redevelopments anticipated for fiscal year 2016.

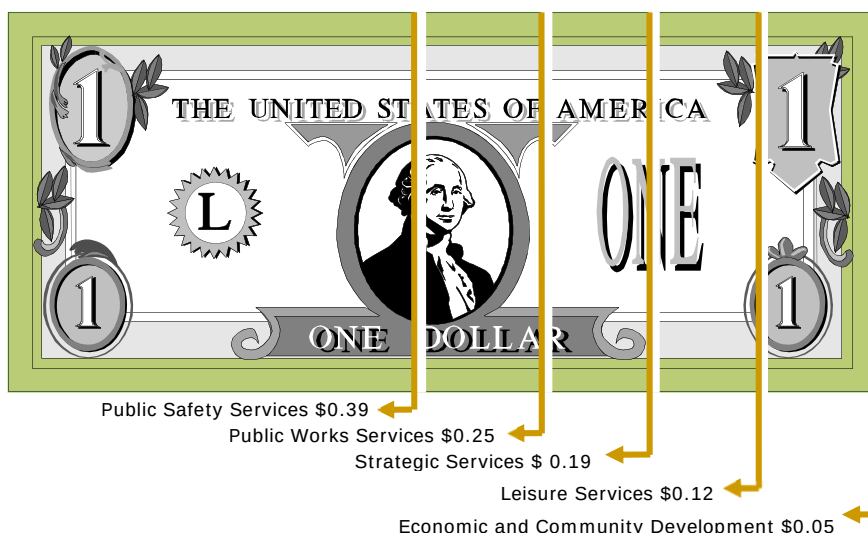
Intergovernmental Revenue

Intergovernmental revenue includes the annual payment from the City of Keller as a result of the municipal court consolidation in the amount of \$247,689. Keller is paying 45.9% of the total municipal court cost based upon their percentage of total citations issued by both cities. There is also a small reimbursement of administrative fees and building costs included in the payment.

Expenditures

The following illustration shows how the City plans to spend each tax dollar for the upcoming fiscal year. The total adopted General Fund budget for fiscal year 2016 is \$23,977,370. This includes non-discretionary increases totaling \$254,317, which covers cost increases in attorney expenses, property and liability insurance, software maintenance, and other contractual service increases.





UTILITY FUND

The Utility Fund is a proprietary fund structured and operated as a stand-alone business or enterprise. It accounts for all the activities required for the provision of water and sanitary sewer to residents of the city. For budgeting purposes, the fund segregates the operating expenses and debt service in an accounting fashion similar to the General Fund. In accordance with Generally Accepted Accounting Principles (GAAP), this fund uses a full accrual basis of accounting that combines the accounting of long-term assets and liabilities with operating expenses and revenues. As a stand-alone Enterprise Fund, the Utility Fund pays its share of overhead costs as a reimbursement to the General Fund. The fund also makes a franchise fee payment to the General Fund.

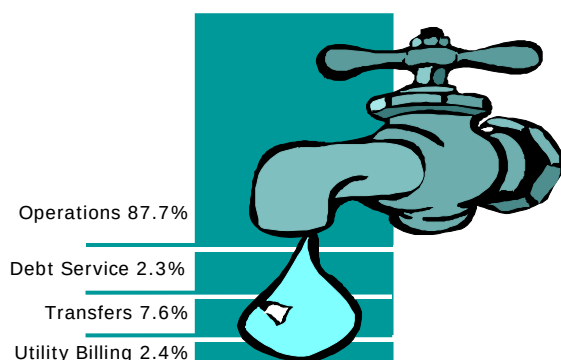
Revenues

Under the current rate structure, water sales account for 72 percent of total revenue and wastewater revenues account for 26 percent. Interest, tap fees, and miscellaneous revenues comprise the remainder. A new rate structure was adopted by the City Council in July 2015 that will generate additional resources for needed water and wastewater infrastructure projects, as well as pass through rate increases from TRA for potable water (which includes rate increases from TRWD for raw water). The rate changes also serve to recover a greater portion of the City's fixed cost in the base rate. Base rates will increase in fiscal year 2016 from \$13.28 to \$13.55 (water) and \$10.16 to \$10.45 (wastewater). The Utility Fund's coverage ratio of 1.20 is effectively met in the current tiered rate structure.

Expenditures

Utility Fund expenditures total \$15,886,362 for the fiscal year 2016 budget. This includes non-discretionary increases totaling \$22,584 which cover cost increases for

DART right-of-way agreement fees, property and liability insurance, and communications maintenance. The total utility-supported 2016 bonded debt obligation is \$365,325. The largest component, 65 percent of the fund, covers the contractual obligation for water and wastewater to the Trinity River Authority (TRA). In an effort to continue a comprehensive program to repair and rehabilitate the utility system, the fiscal year 2016 Utility Fund budget includes \$1,062,600 for proactive replacement of City water and sewer lines, valves, pumps, lifts, manholes, inlets, and other materials used in the delivery of potable water to, and the removal of sewage from, Colleyville homes and businesses. This investment is utilized as the primary funding source for the water and wastewater CIP projects. Funding for these projects was made possible by the new rate structure approved by the City Council in July 2015. The expenditure increase in the budget from fiscal year 2015 is due primarily to the increased infrastructure investment and the cost of treated water and wastewater from TRA. The following illustrates the distribution of expenses for the Utility Fund.



DEBT SERVICE FUND

The City budgets for debt service in two separate funds - utility and tax-supported debt services. The total fiscal year 2016 debt obligation for tax-supported debt is \$1,461,593, compared to fiscal year 2015 total of \$1,382,192. There is a planned drawdown of debt service fund balance in the amount of \$152,666 for the fourth year repayment of the lease purchase agreement for the towers, consoles, portable radios, and handhelds related to the upgrade of the 800MHz trunked radio system to Project 25 (P25) capability, which was entered into in fiscal year 2012. There is also a planned draw down of fund balance in the amount of \$125,000 for the down payment in a ten-year lease-purchase agreement for a new fire engine. The first annual payment will be in October 2016 (fiscal year 2017). There is declining debt service in the remaining outstanding debt obligations and a refunding of outstanding callable debt that occurred in fiscal year 2011. The projected fiscal year 2016 ending fund balance will be in excess of the 90-day reserve needed.

Furthermore, the city's bond ratings are evidence of Colleyville's financial strength. In 2009, the City received an upgrade in its general obligation bond rating from AA+ to AAA from Standard and Poor's. Strong tax base growth coupled with a low

tax rate, strong financial performance, and substantial cash balances are the primary reasons for the bond rating.

In fiscal year 2014, the City's rating went through a biannual bond rating review with Fitch Ratings and Standard and Poor's for outstanding general obligation, and water and wastewater debt. That AAA rating has been reaffirmed by Fitch Ratings. The key ratings drivers for the AAA rating for the general obligation debt were a healthy financial profile, solid tax base, manageable debt burden, and a diverse economy. For water and wastewater debt, the key ratings drivers for the AAA rating were conservative financial management, rate flexibility, low debt, and limited capital needs.

The waterworks and wastewater system revenue bonds and the drainage system revenue bonds also received a rating upgrade from Standard and Poor's in 2014 from AA+ to AAA. Reasons for the upgrades include strong financial operations, growth in service area, adequate water and sewer treatment capacity to meet future demands, and moderate debt ratio with manageable future borrowing plans. Standard and Poor's, and Fitch Rating Service have affirmed the rating of AAA on the drainage utility system revenue bonds. These credit ratings for outstanding debt mean the City's bonds are considered to be of superior investment quality, resulting in lower interest payments for the City.

STORMWATER DRAINAGE UTILITY FUND

In 1993, the City Council adopted a monthly fee assessed on residential and commercial utility billing accounts for stormwater management. The Stormwater Drainage Utility Fund supports the operation and maintenance of the City's drainage system and complies with federally mandated requirements for stormwater systems. It is a proprietary fund type.

This fund is designated to maintain streets, sewers, and drainage ditches to manage runoff from commercial and residential development, including related personnel and operating costs.

The fund is projected to receive revenues of \$957,161 in fiscal year 2016, primarily from the collection of the monthly fee. Annual debt payments for the outstanding bonds are \$127,121. In fiscal year 2016, \$45,917 is budgeted for replacement of two trucks and \$170,000 for infrastructure renewal. The remaining funds of \$555,927 fully support six staff positions, partially fund three other staff positions for which costs are split between multiple funds, and drainage projects throughout the city. This includes non-discretionary increases totaling \$1,083, which covers cost increases in property and liability insurance and increased communications maintenance costs. The drainage bonds require a coverage ratio of 1.25 times annual debt service, approximately \$158,901 annually. Also included is the repayment to the Colleyville Tomorrow Fund for the internal financing of the acquisition of a Gradall excavator in the amount of \$19,032. The acquisition was



approved in fiscal year 2012 and the Stormwater Drainage Utility Fund will repay the Colleyville Tomorrow Fund this amount annually for five years, which would be the term of the lease if financed externally.

SPECIAL REVENUE & CAPITAL PROJECT FUNDS

The City Council continues to be innovative in evaluating financing options for various City programs. Use of special revenue funds and capital project funds include:

Colleyville Tax Increment Financing (TIF) District

The Tax Increment Reinvestment Zone (TIRZ) District, also known as the TIF, was created in 1998. The primary goal of the district is to encourage quality commercial development in the city by using ad valorem revenues from property value growth since the creation of the district, within the district for infrastructure improvements and economic development. The district boundaries predominately occupy property located along State Highway 26, comprising 633 acres of land area. The base value for the district was \$75,821,735 in 1998. Incremental values subsequent to January 1998 are taxed at the City's adopted property tax rate. However, the ad valorem revenues are utilized within the district rather than being allocated to the City's overall budget. Overlapping taxing entities, including Tarrant County College District and the Grapevine-Colleyville Independent School District participate at varying levels in the district by assigning their ad valorem tax dollars. Tarrant County and the Tarrant County Hospital District are no longer participating in contributing to the TIF as their commitment level has already been met. In November 2012, the TIF was amended to expand boundaries to include mostly additional vacant, underutilized land and some commercial property. The additional area added is called TIF #1A, as compared to the original area that is called TIF #1, and had a base value of \$30,796,078. The incremental value for fiscal year 2016 (tax year 2015) is \$265,051,758 for TIF #1 and \$2,663,570 for TIF #1A. TIF #1 experienced an increase of \$6,250,726 from the valuation for fiscal year 2015 (tax year 2014).

The debt service payment for the coming year is \$682,425 for bonds issued for TIF district projects. Additionally, expenditures are anticipated for payments to the Town Center at Colleyville for developer asset repurchase agreements as a result of TIF Board and City Council incentivized approved projects. The adopted CIP budget recommends using TIF funds to pay for approved road improvement projects within the district.

Colleyville Crime Control and Prevention District (CCCPD)

The primary goal of the district is to fund public safety and crime control activities throughout the city. The district was created by voter approval in 1999, with oversight of funds assigned to the board of directors, composed of the City Council. State law provides that a district's life is limited to five years, unless voters



continue the district by approval of a referendum. In September 2003, Colleyville voters approved continuation of the district for an additional 20 years.

Expected revenue from the 0.5 percent special purpose sales tax, use of funds generated from prior years' coverage ratio, and related interest income for the CCCPD budget is \$1,915,384. The budget provides funding for the annual debt on the Colleyville Justice Center, compensation for eight police officers, vehicle replacement, and various minor capital items, with total expenditures of \$1,715,287 for fiscal year 2016.

Colleyville Economic Development Corporation (CEDC)

Authority for the corporation is provided by state statute as a 4B corporation. The 0.5 percent sales and use tax approved by the voters in August 1996 has been an important resource in our Capital Improvement Program for community-related facilities. This fund accounts for the use of bond proceeds and sales tax revenues for municipal park improvements, the purchase of land and equipment for additional parks, and for the construction of a community center and library. Consistent with state law, some funds may be allocated by the board of directors for promotional efforts for special events and marketing.

Expected revenue from the special purpose sales tax, use of funds generated from prior years' coverage ratio, and related interest income for the fiscal year 2016 is \$2,809,707. The CEDC Board meets in August to approve the budget. Funding provided by this special sales tax has been allocated to community-enhancement initiatives consistent with the authorization of the corporation.

Court Technology Fund

This fund accounts for all activities, in accordance with state statutes, related to the collection and use of the Municipal Court technology fee imposed on convictions on cases adjudicated in the Court – it is a governmental fund type. Available funds are spent on technology repairs, replacements, and upgrades for the court.

Court Security Fund

The Court Security Fund accounts for all activities, in accordance with state statutes, related to the collection and use of the Municipal Court building security fee imposed on convictions on cases adjudicated in the Court – it is a governmental fund type. Available funds are spent on security-related expenses for the court. In fiscal year 2016, this includes funding for bailiff services at various trial settings.

Strategic Initiatives Fund

Resources available in the Strategic Initiatives Fund are to be used with the City Council's authorization for programs and projects linked directly to the City's strategic plan. This governmental fund does not have a dedicated revenue source; any income received is from transfers in from other funds. In fiscal year 2013, \$200,000 was transferred to the Strategic Initiatives Fund from the General Fund. The current balance in the Strategic Initiatives Fund is \$466,133 and is intended to be used primarily on economic development incentives. Funds may be allocated at the discretion of the City Council.



Voluntary Library Fund

When voluntary contributions are made to the Library by citizens through their monthly utility bill, those contributions are placed in the Voluntary Library Fund. Contributions are used primarily to support library activities. In fiscal year 2016 the Voluntary Library Fund will pay for library materials, collection development, processing supplies, and library programs.

Voluntary Park Fund

When voluntary contributions are made by citizens for improvements to the park system through their monthly utility bill, those contributions are placed in the Voluntary Park Fund. In fiscal year 2016 the Voluntary Park Fund will pay for improvements to various parks and athletic fields.

Juvenile Case Manager Fund

The Juvenile Case Manager Fund receives revenues from the collection of the juvenile case manager fee imposed on convictions on cases adjudicated in the court. This fund is used to account for staff, whose primary role is handling juvenile defendants in terms of teen court dockets, all school violations including truancy, failure to attend school and parental noncompliance violations, and mandatory classes for drug, tobacco and alcohol defendants, as permitted by state statute.

Capital Projects Fund

This fund accounts for financial resources to be used for the acquisition or construction of major capital projects – it is a governmental fund type. The capital projects fund has no dedicated revenue source; any income received is from transfers from the general fund, to set aside funding for capital projects that are often multi-year in nature and not appropriate for an annual operating budget.

Capital Equipment Replacement Fund

The capital equipment replacement fund is an internal service fund to account for funding for, and acquisition of, the City's vehicles, maintenance equipment, and computer equipment. It is a governmental fund type and has no revenue source other than transfers from other funds. It typically receives annual transfers and serves as a savings account for vehicle and equipment replacement purchases.

Colleyville Tomorrow Fund

The Colleyville Tomorrow Fund is a capital projects fund used to account for proceeds received on gas leases on city-owned property to be used for capital purchases. Funds may be allocated at the discretion of the City Council. \$394,700 has been committed for installation of city-owned fiber and work will commence pending negotiation with Grapevine-Colleyville ISD and the City of Grapevine, as the City of Colleyville plans to contract with those entities to have fiber installed due to the significant cost savings.

Parks Tomorrow Fund

The Parks Tomorrow Fund is a capital projects fund used to account for proceeds received on gas leases on city-owned parks property for parks capital projects.



Park Land Dedication Fund

The Park Land Dedication Fund is used to account for the acquisition of land for new park sites and to make improvements to or expand existing parks to better serve new development. Fees collected from platting of new residential and commercial property funds the improvements.

FUTURE OUTLOOK

As is apparent in the content of this adopted budget, the City's focus now and in the future is to provide adequate funding for the established services that provide value to our citizens and serve to further the City Council's focus areas, particularly protecting neighborhoods, providing core services, generating economic activity, and ensuring the sustainability of our programs, services, and decisions.

As the City's largest source of revenue to fund programs and services, revenue from property taxes fund the majority of the City's services. As a revenue source, property tax could be adversely affected in future years if state legislative efforts are successful to change the property tax system. Therefore, diversification of the tax base is essential and the most immediate means for remedy is through strong economic development efforts. It will also be important to weigh the long-term implications of tax rate decisions in this environment. There will always be pressure to make decisions that provide an immediate benefit today; however, Colleyville continues to approach the achievement of the community's goals with a long-term strategy, making incremental investments that provide for sustainable success.

In 2014, significant economic development efforts came to fruition with the opening of Whole Foods Market and the redevelopment of the Colleyville Downs shopping center. Historical data related to Whole Foods Markets in other areas shows that this store tends to attract other high-profile retailers—essentially serving as a “gateway” to more commercial development. This provides a unique opportunity to further the vision of the city's Comprehensive Plan as we attract commercial development that aligns with the overall desires of the community.

While the City will work to capitalize on this opportunity, it brings about some unique challenges. Colleyville is landlocked and almost entirely developed. This means fewer opportunities for true growth and essentially obligates the City to maximize economic opportunities with the limited availability of commercial land and zoning. The city is primarily zoned and developed as residential, with only a small percentage of the land zoned for commercial activity. Prudent and judicious consideration must be made regarding its future use. It is incumbent upon us all to guardedly review all proposals for conversion of this limited commercial space for non-commercial uses or less productive commercial use.

Colleyville is maturing as a city, which also means an aging infrastructure. One of the highest priorities for the City in this and future years will be to ensure the city's public infrastructure remains sound so the investment our citizens have made in Colleyville is protected. With a population that has increased by more than 50 percent since the early 1990s, it is imperative that the City plan for infrastructure investment so that it meets the demands of our residential and commercial population now and in the decades ahead.

Colleyville is also maturing in other ways. Demographic studies indicate that the median age of Colleyville residents is now 45 years old, compared to 37.2 nationwide. These changes may generate a desire for greater priority or focus on certain programs or services, and would require identification of funding sources to increase or add to existing service levels.

To effectively and efficiently meet the needs of our citizens, innovation and continual improvements by the organization are essential. The City's ability to provide excellent public service for our citizens is due to the dedication, skills, and talents of our elected officials and volunteer board members, and our outstanding employees. Employee devotion and commitment to this community are demonstrated each day. The compensation components detailed in this adopted budget make significant strides in protecting the City's investment in the resource that is our employees—setting a path that will move the City forward with employees that can adapt and thrive in a changing environment.

The economy in the Dallas/Fort Worth area has been relatively robust through the economic downturn of the past few years, especially as compared to much of the rest of the nation. During this period, the Colleyville City Council exhibited prudent fiscal foresight and overall restraint in the face of compelling, yet competing demands for limited resources. Because of the current tax structure and the components of costs for local governments, facing long-term fiscal challenges is a reality for most cities in Texas, including Colleyville.

In a continued effort to be proactive and anticipate future needs, the City routinely evaluates trends and identifies specific challenges expected during the next 10 years. Each segment of the organization routinely conducts a thorough examination of future needs as they relate to the City's strategy map, citizen expectations, and the vision for Colleyville. It then develops strategies to change, revise, and evolve in ways that provide better services in a more effective, efficient manner—often establishing strategic partnerships with other cities to reduce redundancy and improve services. The City of Colleyville helped begin this trend a few years ago and has become a leader in partnering with other municipalities for shared City services.

CONCLUSION

The City has been consistently recognized throughout the years for its judicious management of financial resources to support an array of services and programs. With a dedicated workforce and a steady and diverse revenue base, the City of Colleyville continues to be in a position to deliver municipal programs and services that bring value to our residents and make Colleyville a desirable location for residents, businesses, and visitors. Residents continue to receive excellent value for their tax dollars and have been able to rely on a consistent tax rate, which is able to provide the programs, services, and infrastructure investment that form the foundation of the quality of life in Colleyville.

In an environment of limited resources, it is imperative that every budget expenditure be measured by the value it provides to citizens and the cost of that value in relationship to other services, and in consideration of whether the City can sustain provision of any expenditure in future years without jeopardizing necessary services. This budget dedicates resources to continue protection of our neighborhoods; continue work toward optimal staffing of our public safety operations; provide a performance-based and competitive compensation structure for the City's workforce; leverage technology to improve efficiency and service delivery; and continue the commitment to infrastructure repair and replacement. These services will pay dividends in protecting property values and enhancing the unique quality of life enjoyed by Colleyville residents.

As always, staff will continue to be diligent in its review of City finances in order to assist the City Council in making decisions that will ensure the fiscal viability of its government. Additionally, staff will continue to evaluate and improve business practices in an effort to find efficiencies, while also looking at regional synergies and collaborations to reduce ongoing costs.

The fiscal year 2016 budget is presented with the commitment and confidence that it effectively funds the varying needs of the community. It provides a strong financial plan, while ensuring a superior level of municipal services to our citizens. We feel confident the projections and estimates are conservative, yet reasonable and accurately reflect anticipated revenues and municipal needs. We look forward to working with you to achieve all the goals set forth in this proposed budget.

Preparing the budget was a tremendous undertaking. It is important to acknowledge the efforts of the dedicated staff that worked resolutely to formulate fiscally responsible proposals. Together, the City will continue to plan prudently by following the strong financial management principles espoused by the City Council and to implement sound, long-term fiscal solutions that will carry the city into the future. While many of the changes included in this service plan were difficult decisions, they will help assure the long-term financial viability of the City and will help protect our core services and infrastructure.



Appreciation goes to the Mayor and City Council for their community leadership and solid financial acumen. I also want to thank the staff budget team: Chris Fuller, deputy city manager; Mike Holder, assistant city manager; Karen Hines, finance manager; Rachel Huitt, human resources director; and Adrienne Lothery, strategic services manager, for their efforts in building our service plan for 2016.

My special thanks to all City employees who have worked so hard to provide quality services to our citizens and who are committed to the success of our great city.

In summary we pledge our time and talents to achieve continued excellence for the citizens we serve and it is our honor to do so.

Jennifer Fadden

Jennifer Fadden
City Manager

STRATEGY MAP

Colleyville is a model city with attention to being an efficient and attractive neighborhood-oriented community sensitive to our history, resources and residents. We do this by providing citizen valued services that result in a continuously improving quality of life.



DELIVER ON OUR FOCUS AREAS

Protect and Preserve Colleyville's Neighborhoods • Sustainable Government • Economic Development • Core Services

SERVE OUR CUSTOMERS

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

C2- Deliver high quality and unique customer service

C3- Attract and retain high quality businesses to provide a thriving, diversified tax base that attracts visitors

C4- Provide mobility enhancements that complement neighborhoods

C5- Achieve the highest standards of safety & security

MANAGE THE BUSINESS

B1- Seek innovative technology solutions where appropriate

B2- Proactively seek process improvements and sustainable solutions

B3- Utilize partnerships to implement cost-effective service solutions

B4- Cultivate a culture of transparency and consistent communication

B5- Use the Strategy Map to ensure that the focus stays on those programs and services identified as priorities by the community

PROVIDE FINANCIAL STEWARDSHIP

F1- Protect and preserve the City's top financial ratings

F2- Invest to provide and maintain high quality public assets

F3- Forecast needs and plan for the future, balancing priorities with resources

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

PROMOTE LEARNING & GROWTH

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

L2- Foster positive employee engagement

L3- Ensure our people understand the strategy and how they contribute to it

L4- Enhance leadership capabilities to deliver results and develop bench strength

L5- Empower informed decision-making and appropriate risk taking at all levels in the organization

CRITICAL BUSINESS OUTCOMES

2014

CBO1- Maximize the highest and best use of the City's business corridors

CBO2- Implement the Comprehensive Plan

CBO3- Address the most critical infrastructure needs

CBO4- Keep citizens informed through their preferred methods

CBO5- Address traffic issues on Glade Rd.

CBO6- Look for ways to finish SH26

Integrity

Service

Innovation

GENERAL FUND REVENUE		2015 Budget	2016 Proposed
5101	CURRENT TAXES	12,441,254	12,823,456
5102	DELINQUENT TAXES	70,000	50,000
5103	PENALTY & INTEREST	55,000	55,000
TOTAL AD VALOREM TAXES		<u>\$ 12,566,254</u>	<u>\$ 12,928,456</u>
5201	ONCOR ELECTRIC DELIVERY	860,000	875,000
5202	TRI-COUNTY ELECTRIC	105,000	105,000
5203	ATMOS ENERGY	305,000	350,000
5204	AT&T SERVICES	78,000	70,000
5205	VERIZON/OTHERS	70,000	65,000
5206	GARBAGE/RECYCLING	146,000	146,000
5207	CABLE TV	430,000	450,000
TOTAL FRANCHISE TAX		<u>\$ 1,994,000</u>	<u>\$ 2,061,000</u>
5301	SALES TAX	3,200,000	3,400,000
5302	MIXED BEVERAGE TAX	70,000	80,000
TOTAL SALES TAX		<u>\$ 3,270,000</u>	<u>\$ 3,480,000</u>
5411	BUILDING	558,000	580,000
5412	PLUMBING	50,000	48,000
5413	MECHANICAL PERMIT	30,000	29,000
5414	ELECTRICAL	45,000	40,000
5416	CITY LICENSE	40,000	35,000
5417	BUILDING PLAN REVIEW FEE	100,000	109,000
5418	NEW BUSINESS	4,000	3,500
5420	SIGN PERMITS	6,000	6,800
5421	FENCE PERMITS	4,000	9,500
5423	FIRE PERMIT FEES	6,500	7,000
5424	IRRIGATION PERMITS	13,000	15,000
TOTAL LICENSES & PERMITS		<u>\$ 856,500</u>	<u>\$ 882,800</u>
5611	FINES	735,000	800,000
5612	ALARM FEES	52,788	53,000
5630	LIBRARY FINES	22,500	23,000
TOTAL FINES & FORFEITURES		<u>\$ 810,288</u>	<u>\$ 876,000</u>
5511	PLANNING AND ZONING	7,500	10,000
5512	PLAT FEE	5,000	7,200
5514	BOARD OF ADJUSTMENT	1,250	1,250
5711	SALE OF MATERIAL	100	100
5712	WEED MOWING	6,500	6,500
5715	SITE PLAN REVIEW	-	1,000
5721	AMBULANCE	300,000	300,000
5722	RECREATION PROGRAM	160,000	160,000
5811	ENGINEERING-INSPECTION	100,000	175,000
5813	MATERIALS TESTING FEE	-	100,000
5845	LOT DRAINAGE INSPECTION	13,000	13,000
5855	FIELD USE FEE	21,000	21,500
5873	COLLEYVILLE CENTER REVENUES	257,250	257,250
5874	NON RESIDENT FEE - PARKS	35,000	37,000
TOTAL CHARGES FOR SERVICES		<u>\$ 906,600</u>	<u>\$ 1,089,800</u>
5828	SRO REIMBURSEMENT	94,282	94,282
5826	KELLER COURT	217,697	217,697
TOTAL INTERGOVERNMENTAL REVENUE		<u>\$ 311,979</u>	<u>\$ 311,979</u>
5714	SALE OF SURPLUS PROPERTY	5,000	5,000
5716	EARNED INTEREST	35,000	25,000
5719	MISCELLANEOUS	55,000	55,000
5832	ANTENNA LEASES	70,040	70,040
5790	USE OF FUND BALANCE	1,000,000	1,000,000
TOTAL MISCELLANEOUS REVENUE		<u>\$ 1,165,040</u>	<u>\$ 1,155,040</u>
5872	TRANSFER FROM UTILITY FUND	1,115,969	1,165,563
5888	TRANSFER IN CONST INSPECTOR	66,950	67,854
TOTAL TRANSFERS IN		<u>\$ 1,182,919</u>	<u>\$ 1,233,417</u>
TOTAL GENERAL FUND REVENUE		<u><u>\$ 23,063,580</u></u>	<u><u>\$ 24,018,492</u></u>

GENERAL FUND EXPENDITURES	2015 Budget	2016 Proposed
CONTRACTUAL SERVICES	179,436	180,676
SUPPLIES	9,070	9,070
COUNCIL	<u>\$ 188,506</u>	<u>\$ 189,746</u>
PERSONNEL SERVICES	567,609	556,319
CONTRACTUAL SERVICES	35,812	44,927
SUPPLIES	2,865	1,995
ADMINISTRATION	<u>\$ 606,286</u>	<u>\$ 603,241</u>
PERSONNEL SERVICES	256,663	423,311
CONTRACTUAL SERVICES	20,555	18,205
SUPPLIES	3,916	4,584
CAPITAL OUTLAY	-	18,300
BUILDING INSPECTION	<u>\$ 281,134</u>	<u>\$ 464,400</u>
PERSONNEL SERVICES	250,205	250,171
CONTRACTUAL SERVICES	49,690	50,095
SUPPLIES	3,100	2,900
ECONOMIC DEVELOPMENT	<u>\$ 302,995</u>	<u>\$ 303,166</u>
PERSONNEL SERVICES	178,117	185,562
CONTRACTUAL SERVICES	28,550	27,067
SUPPLIES	3,252	2,652
CITY SECRETARY	<u>\$ 209,919</u>	<u>\$ 215,281</u>
PERSONNEL SERVICES	258,041	267,664
CONTRACTUAL SERVICES	140,801	142,405
SUPPLIES	8,985	5,272
FINANCE	<u>\$ 407,827</u>	<u>\$ 415,341</u>
CONTRACTUAL SERVICES	130,460	200,000
LEGAL	<u>\$ 130,460</u>	<u>\$ 200,000</u>
PERSONNEL SERVICES	649,999	661,095
CONTRACTUAL SERVICES	33,359	36,475
SUPPLIES	40,766	39,693
LIBRARY	<u>\$ 724,124</u>	<u>\$ 737,263</u>
PERSONNEL SERVICES	325,780	396,100
CONTRACTUAL SERVICES	49,839	173,632
SUPPLIES	4,989	4,730
CAPITAL OUTLAY	-	-
ENG PROF SVCS	<u>\$ 380,608</u>	<u>\$ 574,462</u>
PERSONNEL SERVICES	332,208	259,972
CONTRACTUAL SERVICES	14,185	71,185
SUPPLIES	3,316	2,083
COMM DEV P&Z	<u>\$ 349,709</u>	<u>\$ 333,240</u>

PERSONNEL SERVICES	218,179	219,503
CONTRACTUAL SERVICES	33,702	16,630
SUPPLIES	26,025	18,392
CAPITAL OUTLAY	-	66,000
FIRE ADMINISTRATION	\$ 277,906	\$ 320,525
PERSONNEL SERVICES	461,835	476,195
CONTRACTUAL SERVICES	53,339	53,459
SUPPLIES	51,461	51,461
FIRE EMS OPERATIONS	\$ 566,635	\$ 581,115
PERSONNEL SERVICES	3,009,306	3,098,955
CONTRACTUAL SERVICES	503,940	218,901
SUPPLIES	70,839	81,959
CAPITAL OUTLAY	10,469	5,211
FIRE OPERATIONS	\$ 3,594,554	\$ 3,405,026
PERSONNEL SERVICES	115,479	120,046
CONTRACTUAL SERVICES	9,844	9,864
SUPPLIES	3,588	3,588
FIRE PREV/INVESTIGATION	\$ 128,911	\$ 133,498
FIRE DEPARTMENT	<u>\$ 4,568,006</u>	<u>\$ 4,440,164</u>
PERSONNEL SERVICES	738,491	770,570
CONTRACTUAL SERVICES	22,452	22,452
SUPPLIES	20,662	18,684
CAPITAL OUTLAY	-	-
POLICE ADMINISTRATION	\$ 781,605	\$ 811,706
CONTRACTUAL SERVICES	88,433	101,830
POLICE ANIMAL CONTROL	\$ 88,433	\$ 101,830
PERSONNEL SERVICES	59,068	59,431
CONTRACTUAL SERVICES	10,652	10,652
SUPPLIES	1,336	651
POLICE CODE ENFORCEMENT	\$ 71,056	\$ 70,734
CONTRACTUAL SERVICES	641,055	662,665
POLICE COMMUNICATIONS	\$ 641,055	\$ 662,665
CONTRACTUAL SERVICES	58,242	58,242
SUPPLIES	100	100
POLICE COMMUNITY SVCS	\$ 58,342	\$ 58,342
PERSONNEL SERVICES	416,714	423,514
CONTRACTUAL SERVICES	21,246	21,271
SUPPLIES	2,075	2,075
POLICE CID	\$ 440,035	\$ 446,860

PERSONNEL SERVICES	1,833,224	1,885,955
CONTRACTUAL SERVICES	99,069	134,069
SUPPLIES	30,783	36,115
POLICE PATROL	\$ 1,963,076	\$ 2,056,139
PERSONNEL SERVICES	268,145	274,095
CONTRACTUAL SERVICES	3,300	3,300
POLICE SRO	\$ 271,445	\$ 277,395
PERSONNEL SERVICES	92,334	106,405
CONTRACTUAL SERVICES	912	912
POLICE WARRANT OFFICER	\$ 93,246	\$ 107,317
POLICE DEPARTMENT	\$ 4,408,293	\$ 4,592,988
PERSONNEL SERVICES	402,180	369,673
CONTRACTUAL SERVICES	509,163	529,046
SUPPLIES	35,935	36,185
PARKS MAINTENANCE	\$ 947,278	\$ 934,904
PERSONNEL SERVICES	257,839	265,868
CONTRACTUAL SERVICES	60,206	60,206
SUPPLIES	34,935	38,435
PARKS ATHLETIC FLD MAINT.	\$ 352,980	\$ 364,509
PARKS	\$ 1,300,258	\$ 1,299,413
PERSONNEL SERVICES	510,403	520,790
CONTRACTUAL SERVICES	418,513	419,526
SUPPLIES	3,154,262	704,262
CAPITAL OUTLAY	-	3,050,000
STREETS MAINTENANCE	\$ 4,083,178	\$ 4,694,578
PERSONNEL SERVICES	152,987	208,281
CONTRACTUAL SERVICES	136,254	136,021
SUPPLIES	19,174	18,993
RECREATION	\$ 308,415	\$ 363,295
PERSONNEL SERVICES	31,040	-
CONTRACTUAL SERVICES	8,666	8,381
SUPPLIES	9,702	8,992
REC SENIOR CENTER	\$ 49,408	\$ 17,373
RECREATION	\$ 357,823	\$ 380,668
PERSONNEL SERVICES	121,212	157,189
CONTRACTUAL SERVICES	46,905	54,890
SUPPLIES	150	165
COMMUNICATIONS	\$ 168,267	\$ 212,244

PERSONNEL SERVICES	296,329	321,775
CONTRACTUAL SERVICES	46,693	38,647
SUPPLIES	15,133	30,740
COLLEVILLE CENTER	<u>\$ 358,155</u>	<u>\$ 391,162</u>
PERSONNEL SERVICES	232,183	260,312
CONTRACTUAL SERVICES	42,101	43,541
SUPPLIES	646	486
HUMAN RESOURCES	<u>\$ 274,930</u>	<u>\$ 304,339</u>
PERSONNEL SERVICES	364,548	367,215
CONTRACTUAL SERVICES	15,930	7,157
SUPPLIES	19,255	16,815
COURT	<u>\$ 399,733</u>	<u>\$ 391,187</u>
PERSONNEL SERVICES	208,334	199,980
CONTRACTUAL SERVICES	17,771	18,424
SUPPLIES	5,898	10,898
FLEET MAINTENANCE	<u>\$ 232,003</u>	<u>\$ 229,302</u>
PERSONNEL SERVICES	147,889	166,083
CONTRACTUAL SERVICES	349,585	343,296
SUPPLIES	20,530	22,530
BUILDING SERVICES	<u>\$ 518,004</u>	<u>\$ 531,909</u>
PERSONNEL SERVICES	281,884	293,283
CONTRACTUAL SERVICES	417,913	357,018
SUPPLIES	343,576	150,927
CAPITAL OUTLAY	15,488	5,429
INFORMATION SERVICES	<u>\$ 1,058,861</u>	<u>\$ 806,657</u>
PERSONNEL SERVICES	10,905	11,228
CONTRACTUAL SERVICES	54,949	51,785
SUPPLIES	1,700	5,030
IS GIS	<u>\$ 67,554</u>	<u>\$ 68,043</u>
INFORMATION SERVICES	<u>\$ 1,126,415</u>	<u>\$ 874,700</u>
PERSONNEL SERVICES	184,425	193,017
COMPENSATION ADJUSTMENTS	<u>\$ 184,425</u>	<u>\$ 193,017</u>
TRANSFER TO OTHER FUNDS	242,000	252,000
CAPITAL EQUIPMENT RESERVE	<u>\$ 242,000</u>	<u>\$ 252,000</u>
TRANSFER TO OTHER FUNDS	300,000	200,000
TRANSFERS	<u>\$ 300,000</u>	<u>\$ 200,000</u>
CONTRACTUAL SERVICES	925,160	937,679
SUPPLIES	-	15,880
NON-DEPARTMENTAL	<u>\$ 925,160</u>	<u>\$ 953,559</u>
TOTAL GENERAL FUND EXPENDITURES	<u><u>\$ 23,028,218</u></u>	<u><u>\$ 23,977,370</u></u>

UTILITY FUND REVENUE	2015 Budget	2016 Proposed
5716- EARNED INTEREST	20,300	20,300
5719- MISCELLANEOUS	13,000	13,000
5790- USE OF FUND BALANCE	-	450,000
5817- WATER REVENUE	11,014,359	11,467,441
5818- SEWER REVENUE	3,745,247	4,050,786
5821- SEWER INSTALLATION	7,000	7,000
5822- WATER INSTALLATION	21,000	21,000
5827- ENGINEERING & DEVELOP CHARGES	5,000	50,000
5829- SEWER TIE-ON CHARGES	5,000	5,000
5833- PENALTIES	218,543	228,772
TOTAL UTILITY FUND REVENUE	\$ 15,049,449	\$ 16,313,299

UTILITY FUND EXPENDITURES	2015 Budget	2016 Proposed
PERSONNEL SERVICES	208,028	216,002
CONTRACTUAL SERVICES	118,753	116,058
SUPPLIES	54,300	50,043
UTILITY BILLING	\$ 381,081	\$ 382,103
PERSONNEL SERVICES	286,190	336,917
CONTRACTUAL SERVICES	6,867,727	7,797,893
SUPPLIES	90,274	90,274
CAPITAL OUTLAY	300,000	1,187,600
UTILITY OPERATIONS- WATER	\$ 7,544,191	\$ 9,412,684
PERSONNEL SERVICES	188,053	178,136
CONTRACTUAL SERVICES	2,707,293	2,716,797
SUPPLIES	56,669	56,669
CAPITAL OUTLAY	50,000	38,000
UTILITY OPERATIONS- WASTEWATER	\$ 3,002,015	\$ 2,989,602
PERSONNEL SERVICES	1,006,931	1,078,412
CONTRACTUAL SERVICES	71,807	78,291
SUPPLIES	22,394	19,359
UTILITY SUPPORT	\$ 1,101,132	\$ 1,176,062
PERSONNEL SERVICES	21,733	29,934
COMPENSATION ADJUSTMENTS	\$ 21,733	\$ 29,934
TRANSFER TO OTHER FUNDS	1,160,255	1,209,849
TRANSFERS	\$ 1,160,255	\$ 1,209,849
DEBT SERVICE	490,100	365,325
DEBT SERVICE	\$ 490,100	\$ 365,325
CONTRACTUAL SERVICES	224,033	234,652
SUPPLIES	-	5,051
CAPITAL OUTLAY	81,100	81,100
NON-DEPARTMENTAL	\$ 305,133	\$ 320,803
TOTAL UTILITY FUND EXPENDITURES	\$ 14,005,640	\$ 15,886,362

DRAINAGE FUND REVENUE	2015 Budget	2016 Proposed
5716- EARNED INTEREST	1,579	1,610
5790- USE OF FUND BALANCE	250,500	-
5833- PENALTIES	16,332	16,435
5942- DRAINAGE FEE REVENUES	933,236	939,116
TOTAL DRAINAGE FUND REVENUE	\$ 1,201,647	\$ 957,161

DRAINAGE FUND EXPENDITURES	2015 Budget	2016 Proposed
PERSONNEL SERVICES	354,489	356,169
CONTRACTUAL SERVICES	115,213	113,973
SUPPLIES	40,135	40,135
CAPITAL OUTLAY	-	215,917
DRAINAGE	\$ 509,837	\$ 726,194
PERSONNEL SERVICES	9,706	10,262
CONTRACTUAL SERVICES	317,640	22,709
SUPPLIES	2,400	1,033
STORM WATER	\$ 329,746	\$ 34,004
PERSONNEL SERVICES	5,472	5,505
COMPENSATION ADJUSTMENT	\$ 5,472	\$ 5,505
TRANSFER TO OTHER FUNDS	19,032	19,032
TRANSFERS	\$ 19,032	\$ 19,032
DEBT SERVICE	252,847	127,121
DEBT SERVICE	\$ 252,847	\$ 127,121
CONTRACTUAL SERVICES	4,891	5,974
SUPPLIES	-	167
NON-DEPARTMENTAL	\$ 4,891	\$ 6,141
TOTAL DRAINAGE FUND EXPENDITURES	\$ 1,121,825	\$ 917,997

Project Year	Title	Total Project Cost	CEDC (Parks, Trails & Libraries)		COG/TxDOT County	FWHA/TxDOT	General Fund	Other, City Funds	Perimeter Street Fees	Roadway Impact	Roadway Impact	TIF	Tomorrow Fund	Utility Fund	Wastewater Impact Fees	Water Impact Fees	Total Funding	
			Service Area 1 (East of SH 26)	Service Area 2 (West of SH 26)														
2016	Folding Doors- Fire Station #1	\$66,000.00	\$0.00		\$0.00	\$0.00	\$66,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66,000.00	
	Down-payment on Fire Engine replacement	\$125,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$125,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125,000.00	
	City Hall - Backup Power	\$181,000.00	\$0.00		\$0.00	\$0.00	\$56,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$181,000.00	
	Justice Center - Roof Repair	\$100,171.00	\$0.00		\$0.00	\$0.00	\$0.00	\$100,171.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,171.00	
	Colleyville Center AV Replacement	\$170,000.00	\$170,000.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,000.00	
	Senior Center Repairs	\$100,000.00	\$100,000.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	
	Construct New Trail 2016	\$150,000.00	\$150,000.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00	
	Cheek-Sparger Road (Brown Trail to Bedford Road) - Rehabilitation	\$750,000.00	\$0.00		\$0.00	\$0.00	\$750,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750,000.00	
	Glade Road Design (Phase 2 - Manning to Pool)	\$460,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$460,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$460,000.00	
	Glade Road Design (Phase 3 - Pool to Heritage)	\$309,500.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$309,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$309,500.00	
	Glade Road Design (Phase 4 - West City Limits to Bransford Road)	\$360,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$360,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$360,000.00	
	John McCain (Pleasant Run Rd to Shepherds Glen) - Rehabilitation	\$662,222.00	\$0.00		\$0.00	\$0.00	\$662,222.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$662,222.00
	Pleasant Run Design (Shelton to John McCain)	\$140,000.00	\$0.00		\$0.00	\$0.00	\$140,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$140,000.00
	Westcoat - Rehabilitation	\$613,849.00	\$0.00		\$0.00	\$0.00	\$613,849.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$613,849.00
	Glade Road Reconstruction (Phase 1 - Bransford to Manning)	\$3,755,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$23,514.00	\$604,471.00	\$49,784.00	\$3,077,230.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,755,000.00
	Construct SH26 - Phase II and III	\$31,848,898.00	\$0.00	\$15,918,251.00	\$14,930,647.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,848,898.00
	Bandit Trail (County project) - Rehabilitation	\$300,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
	Emergency Asphalt Maintenance	\$300,000.00	\$0.00		\$0.00	\$0.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
	Fiber Build Phase 1-3	\$394,700.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$394,700.00	\$0.00	\$0.00	\$0.00	\$394,700.00
	Install Backup Generator for Emergency Power at L.D. Lockett Pump Station	\$140,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$140,000.00	\$0.00	\$0.00	\$140,000.00
	Water Project 4: Upsize and Replace Water Lines in Sunrise Terrace Subdivision	\$380,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$380,000.00	\$0.00	\$0.00	\$380,000.00
	Water Project 7: Demolish Overland Trail Pump Station and Storage Tank	\$130,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$130,000.00	\$0.00	\$0.00	\$130,000.00
	Water Project 9: Misc Repairs to Elevated Storage Tanks	\$226,600.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$226,600.00	\$0.00	\$0.00	\$226,600.00
	WW Project 2: Rehabilitate Sewer Manholes Identified to be in Poor Condition	\$186,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$186,000.00	\$0.00	\$0.00	\$186,000.00
	Vermeer Hydro Excavator-2008 (886)	\$87,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$87,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87,000.00
		\$41,935,940.00	\$420,000.00	\$16,018,251.00	\$14,930,647.00	\$2,788,071.00	\$312,171.00	\$23,514.00	\$604,471.00	\$49,784.00	\$5,331,730.00	\$394,700.00	\$1,062,600.00	\$0.00	\$0.00		\$0.00	\$41,935,940.00
2017	UPS Battery Backup Replacement at Justice Center	\$85,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$85,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$85,000.00
	Construct New Trail 2017	\$150,000.00	\$150,000.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00
	Construct Pleasant Run Trail (Cottonbelt RR to John McCain)	\$300,000.00	\$300,000.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
	Bedford Road (County project) - Rehabilitation	\$500,000.00	\$0.00	\$175,000.00	\$0.00	\$325,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00
	Glade Road ROW (Phase 2 - Manning to Pool)	\$430,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$430,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$430,000.00
	Glade Road ROW (Phase 3 - Pool to Heritage)	\$190,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$190,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$190,000.00
	McDonwell School Road - Rehabilitation	\$713,316.00	\$0.00		\$0.00	\$713,316.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$713,316.00
	Pleasant Run Rehabilitation (Shelton to John McCain)	\$760,000.00	\$0.00		\$0.00	\$760,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$760,000.00
	Tinker Rehabilitation (Pleasant Run to Highway 26)	\$453,334.00	\$0.00		\$0.00	\$453,334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$453,334.00
	Emergency Asphalt Maintenance	\$300,000.00	\$0.00		\$0.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
	Water Project 10: Water Group E Capital Improvements - Design	\$53,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,000.00	\$0.00	\$0.00	\$0.00	\$53,000.00
	Water Project 5: Upsize and Replace Water Lines in Brighton Oaks Subdivision	\$1,515,100.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,515,100.00	\$0.00	\$0.00	\$0.00	\$1,515,100.00
	Water Project 8: Design for the Installation of Pressure Relief and Flow Control Valves and Associated Piping	\$42,500.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,500.00	\$0.00	\$0.00	\$42,500.00
	WW Project 3: Design Replacement of Pipelines on Manning Drive and near Pleasant Run Rd and McDonwell School Rd	\$75,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00	\$0.00	\$0.00	\$75,000.00
	WW Project 4: Design for the Replacement of 10" Sewer Lines in Remington Park and Clairemont Subdivisions	\$33,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,000.00	\$0.00	\$0.00	\$33,000.00
	Elgin Street Sweeper-2009 (601)	\$197,527.00	\$0.00		\$0.00	\$0.00	\$0.00	\$197,527.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$197,527.00
	Ford F550 Bucket-2001 (695)	\$84,379.00	\$0.00		\$0.00	\$0.00	\$0.00	\$84,379.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,379.00
		\$5,882,156.00	\$450,000.00	\$175,000.00	\$0.00	\$2,551,650.00	\$366,906.00	\$0.00	\$0.00	\$0.00	\$0.00	\$620,000.00	\$0.00	\$1,718,600.00	\$0.00	\$0.00	\$0.00	\$5,882,156.00

Project Year	Title	Total Project Cost	CEDC (Parks, Trails & Libraries)		COG/TxDOT County	FWHA/TxDOT	General Fund	Other, City Funds	Perimeter Street Fees	Roadway Impact	Roadway Impact	TIF	Tomorrow Fund	Utility Fund	Wastewater Impact Fees	Water Impact Fees	Total Funding
			Service Area 1 (East of SH 26)	Service Area 2 (West of SH 26)													
2020	Justice Center - HVAC Replacement	\$237,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$237,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$237,000.00
	Justice Center - Metal Roof Coating	\$167,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$167,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$167,000.00
	Construct New Trail 2020	\$150,000.00	\$150,000.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00
	County Project - TBD	\$800,000.00	\$0.00	\$200,000.00	\$0.00	\$600,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00
	Roberts Road Reconstruction	\$1,200,950.00	\$0.00	\$0.00	\$0.00	\$1,200,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200,950.00
	Water Project 11: Water Group D Capital Improvements - Construct	\$2,540,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,540,000.00	\$0.00	\$0.00	\$2,540,000.00
	Water Project 3: Construct New Elevated Water Storage Tank and Associated Distribution Lines	\$3,871,975.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,871,975.00	\$3,871,975.00
	WW Project 5: Sewer Group F Line Improvements - Construct	\$625,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$625,000.00	\$0.00	\$0.00	\$625,000.00
	Target V465D Street Saw-2005 (672S)	\$56,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,345.00
		\$9,648,270.00	\$150,000.00	\$200,000.00	\$0.00	\$1,800,950.00	\$460,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,165,000.00	\$0.00	\$3,871,975.00	\$9,648,270.00

ORDINANCE O-15-1967

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, APPROVING AND ADOPTING THE ANNUAL BUDGET FOR THE CITY OF COLLEYVILLE, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016, A COPY OF SAME BEING ON FILE IN THE OFFICE OF THE CITY SECRETARY, TO BECOME EFFECTIVE ON OCTOBER 1, 2015

WHEREAS, in compliance with Article 689a-14, Vernon's Texas Civil Statutes, the city manager did file with the city secretary, a copy of the budget of the proposed expenditures for the fiscal year beginning October 1, 2015, and ending September 30, 2016, such filing being more than thirty (30) days prior to the date on which the City Council makes its tax levy for said fiscal year; and

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

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

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

- Sec. 1. THAT all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Sec. 2. THAT the budget of the proposed expenditures for the fiscal year beginning October 1, 2015, and ending September 30, 2016, which was prepared by the city manager, a copy of which is on file in the Office of the City Secretary, is hereby made a part of this ordinance by reference and is hereby approved and adopted by the City Council of the City of Colleyville, Texas, as the official budget for the fiscal year beginning October 1, 2015, and ending September 30, 2016.
- Sec. 3. THAT appropriation amounts for the Fiscal Year 2016 budget for the different funds of the City of Colleyville are hereby fixed as follows:

General Fund	\$23,977,370
Utility Fund (Water & Wastewater)	\$15,886,362
Debt Service Fund	\$ 1,461,593
Drainage Utility Fund	\$ 917,997

Sec. 4. THAT the expenditure budget for the Fiscal Year 2016 Capital Improvement Program (CIP) of the City of Colleyville is hereby approved as follows:

Fiscal Year 2016 CIP	\$41,935,940
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Sec. 5. THAT the city manager is hereby authorized to execute all contracts and documents for which funding is appropriated in the aforementioned budgets.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of September 2015.

The second reading and public hearing being conducted on the 15th day of September 2015.

PASSED, APPROVED and ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, THIS THE _____ DAY OF _____ 2015, BY THE FOLLOWING VOTE:

David Kelly _____
Chuck Mogged _____
Jody Short _____
Mike Taylor _____

Carol Wollin _____
Chris Putnam _____
Nancy Coplen _____

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5f
Type Ordinance
Department City Manager

Agenda Date 09/15/2015

Number Ordinance O-15-1968

Title

Adoption of the Ad Valorem Tax Rate for Fiscal Year 2016 (FY 2016)

Strategy Map Connection

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

Explanation

Second Reading and Public Hearing

There were no speakers regarding this item at the September 1, 2015 City Council meeting.

First Reading and Public Hearing

Chapter 26, Texas Property Tax Code, requires taxing units to comply with "Truth-in-Taxation" laws in setting tax rates and performing an effective tax rate calculation. The calculated Fiscal Year 2016 (FY 2016) effective tax rate is \$.350960/\$100 valuation. As the current and proposed rate of \$.3559 is higher than the effective tax rate of \$.350960, legislation requires that a city take several actions in order to be in compliance with Chapter 26 of the Texas Property Tax Code. The city must publish the attached "Notice of 2015 Tax Year Proposed Property Tax Rate for the City of Colleyville". This notice was published in the *Fort Worth Star-Telegram* on Thursday, August 13, 2015. The City must also hold two public hearings on the tax rate. The first public hearing was held on Tuesday, August 25, 2015 at 6:00 p.m. and the second public hearing was held during the regular City Council meeting on Tuesday, September 1, 2015 at 7:30 p.m., both at 100 Main Street, Colleyville, Texas. There were no speakers at either public hearing. In order that the citizens of Colleyville be informed of the proposed FY 2016 tax rate, City Council adopted Resolution R-15-3895 (attached) reflecting their intention to adopt a tax rate of \$.3559 per hundred dollars of valuation at a City Council Special Meeting and public hearing held on August 11, 2015.

Additionally, the FY 2016 proposed tax rate remains at \$.3559 per hundred dollars of valuation for the ninth consecutive year. The average residential value for FY 2015 was \$421,497, and the average residential value for FY 2016 is \$423,650. This equates to an average annual property tax increase of \$7.66 to support City services. If the taxable valuation for a residence did not increase from FY 2015, there is no corresponding increase in taxes paid, as there is no proposed tax rate increase in FY

2016.

As a point of reference, the effective tax rate calculation sets the interest and sinking rate (Debt Service Fund rate) at \$.019660. The remainder of the tax rate of \$.336240 will be allocated to operations and maintenance (General Fund rate). The ordinance adopting the FY 2016 tax rate will reflect these rates, as required by the effective tax rate calculation. The tax rate is scheduled for adoption at the September 15, 2015 regular City Council meeting.

Financial Impact

Adoption of the tax rate and its subsequent levy will provide a portion of the funding for the Fiscal Year 2016 General Fund budget.

Recommendation

Approve

Attachments

1. Notice of 2015 Tax Year Proposed Property Tax Rate for the City of Colleyville
2. Resolution R-15-3895
3. Ordinance O-15-1968

NOTICE OF 2015 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF COLLEYVILLE

A tax rate of \$0.355900 per \$100 valuation has been proposed for adoption by the governing body of City of Colleyville. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

PROPOSED TAX RATE	\$0.355900 per \$100
PRECEDING YEAR'S TAX RATE	\$0.355900 per \$100
EFFECTIVE TAX RATE	\$0.350960 per \$100
ROLLBACK TAX RATE	\$0.376023 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Colleyville from the same properties in both the 2014 tax year and the 2015 tax year.

The rollback tax rate is the highest tax rate that City of Colleyville may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS
FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Colette Ballinger
City of Colleyville Tax Assessor-Collector
100 Main Street, Colleyville, TX 76034
817-481-1242
colette.ballinger@gcisd.net
www.colleyville.com

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 25, 2015 at 6:00 PM at City Hall, 100 Main Street, Colleyville, Texas 76034.

Second Hearing: September 1, 2015 at 7:30 PM at City Hall, 100 Main Street, Colleyville, Texas 76034.

RESOLUTION R-15-3895

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS PASSED PURSUANT TO SECTION 26.04 AND 26.05, OF THE PROPERTY TAX CODE OF THE STATE OF TEXAS, APPROVING A PROPOSAL OF THE INTENT TO SET PROPERTY TAX RATES AT THIRTY FIVE AND FIFTY-NINE HUNDREDTHS CENTS (\$.3559) PER ONE HUNDRED DOLLARS VALUATION FOR FISCAL YEAR 2016; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Tax Assessor/Collector for the City of Colleyville, Texas (the "City"), has calculated the amount of the effective tax rate and the rollback tax rate pursuant to Section 26.04(c) of the Property Tax Code of the State of Texas (the "Property Tax Code"); and

WHEREAS, pursuant to Section 26.04(e) of the Property Tax Code, the said tax rates have been submitted to the City Council; and

WHEREAS, it appears necessary to adopt a tax rate of thirty five and fifty-nine hundredths cents (.3559) per one hundred dollars of valuation and the proposed tax rate is unchanged from Fiscal Year 2015.

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

Sec. 1. THAT the City Council does hereby, by the approval of this resolution, state its intention to adopt a tax rate for Fiscal Year 2016 of thirty five and fifty-nine hundredths cents (.3559) per one hundred dollars of valuation. The Fiscal Year 2016 tax rate will be adopted at the City Council meeting to be held on September 15, 2015.

Sec. 2. THAT the 2015 tax roll as certified on July 25, 2015 by the Chief Appraiser of Tarrant Appraisal District is adopted and is the basis for the Fiscal Year 2016 proposed tax rate.

Sec. 3. THAT pursuant to Section 26.05(d) of the Property Tax Code, the two public hearings on the tax rate will be held on August 25, 2015 at 6 p.m. and September 1, 2015 at 7:30 p.m. at 100 Main Street, Colleyville, Texas.

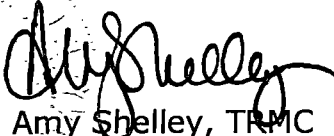
Sec. 4. THAT this resolution shall take effect from and after the date of its passage.

AND IT IS SO RESOLVED.

APPROVED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, THIS
THE 11TH DAY OF AUGUST 2015, BY THE FOLLOWING RECORD VOTE:

David Kelly	<u>Aye</u>	Carol Wollin	<u>Aye</u>
Chuck Mogged	<u>Aye</u>	Chris Putnam	<u>Aye</u>
Jody Short	<u>Absent</u>	Nancy Coplen	<u>Aye</u>
Mike Taylor	<u>Aye</u>		

ATTEST:


Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE


David Kelly
Mayor

ORDINANCE O-15-1968

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, LEVYING TAXES FOR THE OPERATION OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COLLEYVILLE, TEXAS, FOR THE FISCAL YEAR 2016; ESTABLISHING THE AD VALOREM TAX RATE OF THIRTY-FIVE AND FIFTY-NINE HUNDREDTHS CENTS (\$.3559) PER ONE HUNDRED DOLLARS PROPERTY ASSESSMENT; PROVIDING FOR APPORTIONMENT OF TAXES FOR INTEREST AND SINKING FUND FOR CERTAIN BOND INDEBTEDNESS AND FOR GENERAL OPERATING NEEDS, PROVIDING PENALTIES AND INTEREST FOR THE DELINQUENT TAXES, AND TO BECOME EFFECTIVE ON OCTOBER 1, 2015

WHEREAS, a budget has been adopted by the City Council of the City of Colleyville, Texas, covering the proposed expenditures of the municipal government of the City of Colleyville for the fiscal year beginning October 1, 2015 and ending September 30, 2016; and

WHEREAS, said budget reflects the needs for revenue to meet the expenses proposed therein; and

WHEREAS, the City is required to accumulate an Interest and Sinking Fund for certain outstanding bond indebtedness; and

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

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

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

Sec. 1. THAT there is hereby levied an ad valorem tax that shall be collected for the use and support of the municipal government of the City of Colleyville. It shall provide the legally required Interest and Sinking Fund for certain outstanding bond indebtedness during the 2016 fiscal year. Such tax shall be levied upon all property, real, personal, or mixed within the corporate limits of Colleyville, Texas, which is subject to

taxation. The rate of tax shall be thirty-five and fifty-nine hundredths cents (\$.3559) on each one hundred dollars (\$100.00) property assessment. Said tax levied for and apportioned to the following specific purposes:

A. For the General Fund, a tax rate of \$.336240 is levied.

B. For the Interest and Sinking Fund, a tax rate of \$.019660 is levied.

Sec. 2. THAT taxes levied by this ordinance shall be due and payable on the first day of October 2015, and shall become delinquent on the first day of February 2016, if unpaid. Upon taxes becoming delinquent, interest and penalty will be added as required in Section 33.01 of the Texas Property Tax Code, and shall commence on the first day of February 2016. The City of Colleyville is hereby authorized to adopt any and all legal remedies provided by the Texas Property Tax Code for the purpose of collecting delinquent taxes.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of September 2015.

The second reading and public hearing being conducted on the 15th day of September 2015.

PASSED, APPROVED, and ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, THIS THE _____ DAY OF _____ 2015, BY THE FOLLOWING VOTE:

David Kelly _____
Chuck Mogged _____
Jody Short _____
Mike Taylor _____

Carol Wollin _____
Chris Putnam _____
Nancy Coplen _____

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C. G. Boyle
City Attorney



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5g

Agenda Date 09/15/2015

Number Ordinance O-15-1969

Type Ordinance

Department City Manager

Title

Approval to amend various sections of the Colleyville, Texas, Code of Ordinances, setting fees and charges for City services

Strategy Map Connection

B2- Proactively seek process improvements and sustainable solutions

Explanation

Second Reading and Public Hearing

There were no speakers regarding this item at the September 1, 2015 City Council meeting.

First Reading and Public Hearing

As a part of the annual budget process, staff reviews the fees charged by the City and proposes new fees, revisions of current fees, or deletions of fees. The following fee changes are proposed by staff and were presented (presentation attached) and discussed at the Pre Council meeting on July 7, 2015.

Building Inspections

Permanent Sign Permit Fee

Currently, there are a variety of different fees charged for permanent signs, despite the fact there is no difference in the staff time required to process and inspect the different sign types. Staff recommends aligning all permanent signs under one uniform \$75 permit fee to make the fee schedule easier to understand and administer. Current sign permit fees range from \$5 to \$125, with an average fee of \$58. The revised fee recovers costs associated with processing applications, performing plan review, and performing field inspections.

Temporary Sign Permit Fee

Similar to permanent signs, temporary signs are currently charged different amounts based on type, despite no difference in staff time required for processing and inspecting. Staff recommends aligning all temporary signs under one uniform \$50 permit fee to simplify the fee schedule. Current temporary sign fees are \$35 for pole

banners, \$35 for search lights, \$35 for temporary business signs, and \$50 for off-premises real estate open house signs (per year). Per Council direction, there will be \$0 charge for temporary signs for grand openings. The revised fee recovers costs associated with processing applications, performing plan review, and performing field inspections.

Sign Recovery Fee

A new fee for recovery of signs is recommended, at \$25 per sign. Currently when illegally placed signs are removed by staff, the signs are disposed of. The sign recovery fee would allow the violator to pay \$25 per sign to recover his or her sign, to offset the staff cost associated with investigation, removal, and storage of the confiscated sign. In some instances, individuals or businesses have invested substantial amounts of money in signs and would like the opportunity to recover those that have been removed. Procedures will be established that determine the amount of time signs will be held, to prevent potential storage issues.

Sport Court Permit Fee

A streamlined combination permit of \$100 is recommended for sport courts. Currently, there are three separate permits required- building (if the slab is engineered; average \$100), electrical (for lighting; \$50), and fence (\$75) permits. The new streamlined fee combines the three permits into one, for a total of \$100. Sport courts that are not designed by an engineer, contain no electrical, and no fencing, would be exempt. The streamlined fee recovers costs associated with processing applications, performing plan review, and performing field inspections, and significantly simplifies the permitting process for sport courts.

Spa, Hot Tub, or Fountain Permit Fee

A new permit fee is recommended for spas, hot tubs, or fountains, which are currently processed as a pool permit for \$300 or based on valuation. Because the review and inspection is not as substantial as a pool, staff recommends a lower fee of \$200 for spas, hot tubs, and fountains. Swimming pools that include a spa will not require two separate permits and will be processed as one pool permit for \$300.

Certificate of Occupancy/Reoccupancy

The current certificate of occupancy (CO) fee of \$47 has not been updated since the early 2000's and has become outdated. In order to recover the cost associated with processing applications, review by multiple divisions, and field inspections by building inspections and fire department staff, a fee of \$100 is recommended. However, staff also recommends waiving the fee for commercial remodel projects, or tenant finish-outs, for which a building permit is being processed. Currently the CO fee is being

charged in addition to the building permit fee.

Temporary Certificate of Occupancy

A new fee for a temporary certificate of occupancy is also recommended, at \$250 per month. A temporary CO would be issued only under extenuating circumstances. It would allow occupancy of a commercial or residential property when correction items are not complete (unless they are life-safety related). The fee would also be waived in certain situations, such as weather related issues that prevented completion of landscaping. The new fee would provide incentive for the applicant to complete the outstanding items in a timely manner and recover costs related to follow up and inspections.

Additional Plan Review

An additional plan review fee of \$50 per plan review, after the second review, is recommended. This fee would apply to alterations from the original plan review approval where such changes necessitate a full plan analysis for compliance. Adding this fee would allow for appropriate cost recovery related to the additional staff time required.

Construction Concealment Fee

A new fee of \$350 for construction concealment is recommended, which would apply in the case of construction work that is covered or concealed without approval. Currently, citations may be issued when work is covered before inspection and the work must be completely exposed in order to inspect, which may lead to a contractor walking off a job due to the re-work cost that may eliminate his profit margin. By charging a concealment fee and requiring spot uncovering for inspection, demonstration of compliance with adopted codes is achieved, while still presenting a consequence for covering work without obtaining the required inspections. The recommended fee is not an amount that would cause a contractor to walk off a job and leave a property owner with an incomplete project, but does represent a significant consequence.

Special Inspection Fee

Another new fee recommended by building inspections staff is a special inspection fee of \$100, which serves a dual purpose. The fee recovers costs for after-hours building inspections for special projects which involve unique circumstances, such as concrete pours or phased construction activities. It also serves as a disincentive for contractors who fail to schedule inspections and desire the addition on the same day inspection schedule. The fee would not be charged to homeowners acting as a general contractor, who are often unfamiliar with scheduling requirements, or in situations where homeowners were present for an inspection, but learn that the contractor failed to schedule the inspection and an after-hours inspection becomes necessary.

Contractor Registration Fee

The final change recommended for the building inspections area is a streamlined fee of \$100 for contractor registration. The current variation in fees (average \$75) is not reflective of any difference in processing by staff and can be confusing. A major benefit to contractors would be moving to a 365 day registration period instead of the calendar year method currently used, which requires re-registration on January 1 regardless of when in the prior year a registration occurred. Contractor registration fees are currently authorized in Chapter 22, Section 22-27 in the Code of Ordinances. Staff recommends moving these fees to Chapter 2 Administration, Section 2-26, fees and charges for City services, of the Code of Ordinances.

Public Works

Construction Materials Testing Fee

The public works department recommends one fee change this year, for the engineering plan review and inspection fee. The current fee totals 5% (2% for engineering plan review and 3% for engineering inspection), but does not recover the cost of construction materials testing. Staff recommends moving to a 6% total, to provide an additional 1% to cover the cost incurred by the city to perform construction materials testing. Materials testing is a necessary quality assurance step that must be taken to help regulate the quality of new public infrastructure being installed by developers, that the City will be responsible for once it has been completed.

Financial Impact

Approval of the recommended fee changes and additions would, ultimately, increase the amount of revenue received by the City. However, the majority of the changes would result in a relatively small amount of incremental net revenue. The proposed fee changes are intended to more fully recover the cost of providing services.

Recommendation

Approve

Attachments

1. Pre Council Fee Presentation - July 7, 2015
2. Ordinance O-15-1969

Update on Fees & Charges

Pre Council Meeting
July 7, 2015

Overview



- Review fees and charges annually during the budget process
→ Budget includes revenues & expenditures
- Focus on keeping fees current with the marketplace and recovering costs to the greatest extent possible
- Works to avoid large adjustments that can occur if fees and charges are only evaluated and updated once every 5+ years
- Departments identified needed changes and made recommendations for adjustment during the budget submission process

Objective



- To determine if the City Council would like for staff to prepare the necessary ordinance amendments for the fees and charges discussed
- Recommended adjustments could be brought back for formal City Council approval at a subsequent Council meeting

Building Inspections

Statement of Purpose



- The intent of the fee revisions or new fees is to recover staff costs.
- The net effect for the various fee increases and decreases proposed is estimated to be revenue neutral or a slight overall increase. Any net increase is not expected to exceed \$5,000.
- Review process included:
 - looking at what other cities charge,
 - combining fees to streamline the development process,
 - breaking apart fees that should be separate, and
 - assessing what staff time is involved in the intake, review, and inspection of the different types of permits proposed for revision.

Permanent Sign Permit Fee



Current Fees:

1. Subdivision wall sign	\$45
2. Wall sign	\$75
3. Awning sign	\$35
4. Canopy sign	\$35
5. Development sign	\$75
6. Weekend builder sign (per year)	\$125
7. Business monument sign	\$75
8. Freeway pole sign	\$75
9. Institutional monument sign	\$75
10. Institutional off-premises	\$35
11. Major shopping center (structure)	\$75
12. Major shopping center (plaque)	\$35
13. Model home sign	\$75
14. Projecting sign	\$5
15. Subdivision wall plaques	\$45
16. Face replacement	\$35
Average:	\$58
Median:	\$60

Recommended Fee: **\$75**

Justification:

- 1) Align all permanent signs under **one uniform permit fee** to simplify fee schedule.
- 2) Current fee variations are not substantiated as there is **no difference in processing and inspecting** the different sign types
- 3) The revised fee **recovers costs** associated with processing applications, performing plan review, and performing field inspections

Temporary Sign Permit Fee



Current Fees:

1. Grand opening	\$0
2. Pole banners	\$35
3. Search light	\$35
4. Temporary business sign	\$35
5. Off-premises real estate open house signs (per year)	\$50

Recommended Fee: \$50

Justification:

- 1) Align all permanent signs under **one uniform permit fee** to simplify fee schedule.
- 2) Current fee variations are not substantiated as there is **no difference in processing and inspecting** the different sign types
- 3) The revised fee **recovers costs** associated with processing applications, performing plan review, and performing field inspections

Sign Recovery Fee (new)



Recommended Fee: **\$25 / sign**

- Applies to signs that are removed by City Staff (mainly Code Enforcement) due to illegal placement within right-of-way

Justification:

- 1) Fee is reimbursement for staff costs associated with investigation, removal, and storage of confiscated sign
- 2) Current practice of immediate disposal of confiscated signs can be altered to allow violator to reimburse costs for sign removal and retrieve sign

Sport Court Permit Fee



Recommended Streamlined Fee: **\$100**

- New **combination permit** for sport courts which includes required permits for
 - Building (only required if engineered slab): avg. \$100
 - Electrical (lighting): \$50
 - Fence (Land Development Code) installations: \$75
- Sport court that is not designed by an engineer and contains no electrical (for lighting) and no fencing is **exempt** (i.e. basketball court)

Justification:

- 1) Eliminates the need for three separate permits and **combines** them into one
- 2) The streamlined fee **recovers costs** associated with processing applications, performing plan review, and performing field inspections

Spa, Hot Tub, or Fountain (new)



Recommended Fee (reduced): **\$200**

- Currently processed as a pool permit which is \$300 or based on valuation
- Swimming pool permits that include a spa will not require two separate permits and will be processed as one pool permit for \$300

Justification:

- 1) Appropriate to separate from a pool permit because the review and inspection is not as substantial as a pool and therefore the **fee should be lower** if not connected to a pool
- 2) The reduced, new fee **recovers costs** associated with processing applications, performing plan review, and performing field inspections

Certificate of Occupancy/Reoccupancy



Current Fee: \$47

Recommended Fee: **\$100**

- Although the overall fee is increasing to cover costs, staff is proposing to **waive the fee** for commercial remodel projects (i.e. tenant finish-outs) for which a building permit is being processed. They are currently charged the \$47 certificate of occupancy fee *in addition to* the building permit fee.

Justification:

- 1) Fee is **outdated** – it has not been updated since early 2000's
- 2) The revised fee **recovers costs** associated with processing applications, review by multiple divisions, and field inspections by Building Inspections and Fire

Temporary Certificate of Occupancy (new)



Recommended Fee: **\$250 per Month**

- Permit allows for occupancy of a commercial or residential property when correction items are not complete unless life-safety related. Such requests are scrutinized and are only issued under **extenuating circumstances**.
- **Fee Waived** - for certain situations, such as:
 - Weather-related issues (cannot install sod, trees, or landscaping during periods of extreme heat, cold, drought conditions)
 - Infrastructure incomplete for a site or final acceptance by the City
 - Commercial shell building without finals but tenant finish-out is approved and ready for business

Justification:

- 1) Fee provides **incentive** for applicant to complete the outstanding items in a timely manner.
- 2) Fee **recovers costs** relating to repeated discussions and inspections with occupant and other stakeholders.

Additional Plan Review (new)



Recommended Fee: **\$50 per plan review**
(after second review)

- Does not apply to typical resubmittal of plans with changes made based on plan review comments.

Justification:

- 1) Applies to alterations from the original plan review approval where such changes necessitate full plan analysis for compliance (i.e. adding walls/doors to a commercial project in progress)
- 2) The new fee **recovers costs** associated with performing additional plan review

Construction Concealment Fee (new)



Recommended Fee: **\$350**

- **Example of Fee Assessment:** Electrician installs underground conduit and wiring without a permit and/or inspection. Fee is assessed, contractor is allowed to spot uncover installation (typically every 10 feet) to demonstrate compliance for burial depth. Reasonable to not require complete exposure for entire installation. Demonstration of compliance with adopted codes is still incumbent upon the contractor.

Justification:

- 1) For construction work that is covered/concealed without approval
- 2) Replaces the issuance of citations which is a lengthy, time consuming process which may result in excessive fines assessed to contractors or homeowners
- 3) Represents consequence for covering work without approval vs. obtaining required inspections
- 4) Not an overbearing amount to cause a contractor to walk off the job due to profit/incentive removed, leaving the property owner with an incomplete project

Special Inspection Fee (new)



Recommended Fee: **\$100**

- Assessed for after-hours inspections for special projects which involve unique circumstances such as concrete pours or phased construction activities
- Assessed for contractors who fail to schedule inspections and desire addition on the same-day inspection schedule
- **Exception to Special Inspection Fee** – Homeowners who were advised by a contractor to be present for an inspection (i.e. water heater replacement) but the contractor failed to schedule the inspection or homeowners acting as a general contractor (i.e. kitchen remodel) who are unfamiliar with scheduling requirements

Justification:

- 1) The new fee **recovers costs** associated with processing applications and performing field inspections in unique situations

Contractor Registration Fee



Current Fees:

- | | |
|-------------------------|-------------------------------|
| • General Contractor | \$75 |
| • Mechanical Contractor | \$75 |
| • Electrical Contractor | \$100 |
| • Plumbing Contractor | <i>(no fee—State Statute)</i> |
| • Concrete Contractor | \$100 |
| • Home Improvement | \$25 |
| • Septic Tank | \$25 |
| • Sign Contractor | \$100 |
| • Demo/Moving | \$75 |
| • Specialty Contractor | \$80 |

Average: \$73

Median: \$75

Recommended Fee: \$100

Justification:

- 1) **Streamline** all contractor registration fees under one common amount
- 2) Variation of fees based on the type of work performed cannot be substantiated
- 3) ****Contractor Benefit** - *Registration will be valid for the full 365-day period vs. calendar year method now used. Example of current procedure: An electrician who registers in November 2015 is required to re-register on January 1st of 2016*

Public Works

Engineering Plan Review & Inspection Fee



Current fee:

- Engineering Plan Review Fee - 2% of the actual cost of public improvements
- Engineering Inspection Fee – 3% of the actual cost of public improvements

Recommended fee:

- Engineering Plan Review Fee - 2% of the actual cost of public improvements
- Engineering Inspection Fee – 3% of the actual cost of public improvements
- Construction Materials Testing Fee – 1% of the actual cost of public improvements

Justification:

- 1) The existing fee structure (5%) recovers the cost of plan review and inspection, but does not recover the cost of construction materials testing.
- 2) The recommended fee structure (6%), provides an additional 1% to recover the cost incurred by the City to perform construction materials testing. The construction materials testing process is a necessary quality assurance step that must be taken to help regulate the quality of new public infrastructure that the City will be responsible for.

Questions and Discussion

ORDINANCE O-15-1969

AN ORDINANCE AMENDING PART II, CHAPTER 2-ADMINISTRATION, ARTICLE II- FINANCE, DIVISION 1, SEC. 2-26 FEES AND CHARGES FOR CITY SERVICES; AMENDING PART II, CHAPTER 22, BUSINESSES, ARTICLE II CONTRACTORS, SEC. 22-27 LICENSE AND FEE REQUIREMENTS FOR CERTAIN BUILDING CONTRACTOR TRADES AND PROFESSIONS, OF THE COLLEYVILLE, TEXAS, CODE OF ORDINANCES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Colleyville charges fees for services and materials as authorized in the Code of Ordinances and it is desirous to update those fees; and

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

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

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

- Sec. 1. THAT all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Sec. 2. THAT from and after the effective date of this ordinance, Chapter 2 Section 2-26 of the Code of Ordinances, fees and charges for city services shall be deleted and replaced in its entirety with the revisions as shown on Exhibit "A".
- Sec. 3. THAT from and after the effective date of this ordinance, Chapter 22 Section 22-27 of the Code of Ordinances, License and fee requirements for certain building contractor trades and professions, shall be deleted and replaced in its entirety with the revisions as shown on Exhibit "B".
- Sec. 4. THAT the effective date of this ordinance shall be September 15, 2015.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of September 2015.

The second reading and public hearing being conducted on the 15th day of September 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"

Sec. 2-26. Fees and charges for city services.

(a) The following fees will be in effect in all city departments:

Notary fee (non-city related business): As prescribed by V.T.C.A., Government Code § 406.024.

(b) City secretary services:

Records request research, per hour\$15.00

Document certification (per transaction)8.00

Agenda mailings12.00

The city will charge fees for public information in accordance with the Texas State Library and Archives Commission.

(c) Financial services:

New utility account processing\$ 2.00

Confidentiality of utility records request processing2.00

Parking violation court cost fee5.00

Failure to appear warrant fee25.00

Broken/damaged/cut lock or tie25.00

(d) Police services:

Accident reports6.00

Fingerprinting - First card10.00

Fingerprinting - Each additional card5.00

Conduct letters10.00 for original and 5.00 for each additional

Miscellaneous police reports2.00

Press release of police report1.00

(e) Animal services:

Daily care of impounded animals, per day10.00

Each additional impounded animal, same owner, per day10.00

Removal and disposal of live unwanted pets30.00

Animal impound fee (second impounding)50.00

Animal impound fee (third impounding)75.00

Exhibit "A"

Animal impound fee (fourth impounding)150.00

Animal impound fee (fifth and greater impoundings)150.00

Removal of individually trapped animals (private trap)30.00

(f) Fire prevention:

Fire alarm systems:

Plans review (new, alteration, or relocation)70.00

Inspection of system once in place

Number of Devices	Fee
1 to 10	75.00
11 to 25	100.00
26 to 100	200.00
101 to 200	275.00
201 to 500	500.00
Per device for each over 500	1.00

Fire sprinkler systems- above ground:

Plans review (new, alteration, or relocation)150.00

Inspection of system once in place

Number of heads	Fee
1 to 19 heads	75.00
20 to 100 Heads	100.00
101 to 300 Heads	200.00
301 to 1,000 Heads	400.00

Exhibit "A"

Per head for each over 1,000 heads	1.00
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Fire sprinkler systems- underground:

Fire Sprinkler System (Relocation or modification) 3 sets of detailed plans	
a. Inspection is required before ditch is covered	
b. 2 hour/200 lb. test is required	50.00

Licensing inspections:

Hospitals	100.00
Nursing/long term care homes	75.00
Day care/Mothers' day out	50.00
Foster and adoptive homes	10.00
Home inspection- insurance	50.00

Permits and miscellaneous fees:

Fixed Fire Protection System (New, alteration, or relocation) 3 sets of detailed plans	50.00
Security Gates (Required 3 set of detail plans) Plus \$25.00 per required sign.	50.00
Storage of Flammable or Combustible Liquids at Construction Sites	50.00
Installation of Compressed Natural Gas (CNG) Container or Stations	50.00
Removal, relocation of Compressed Natural Gas (CNG) Container or Station	50.00
Installation of Liquid Petroleum Gas (LPG) Container	50.00
Removal, relocation of Liquid Petroleum Gas (LPG) Container	50.00

Exhibit "A"

Installation of Liquefied Natural Gas (LNG) Container or Station	50.00
Removal, relocation of Liquefied Natural Gas (LNG) Container or Station	50.00
Spray Booths (New) 3 sets of detailed plans	50.00
Spray Booths (Modification or relocation) 3 sets of detailed plans	50.00
Carnivals and fairs—Site Plan & Layout of vendors required	50.00
Fireworks display—Site inspection is required	100.00
Flammable and combustible liquids:	
a. Repair or modify a pipeline	100.00
b. Product removal from Underground Storage tank	50.00
c. Status change in product facilities	50.00
d. Change type of contents in liquid tank(s)	50.00
Occupant load increase	50.00
Pyrotechnical special effects	100.00
Tents (Any Size)	50.00

(g) Response related to natural gas leaks and hazardous materials releases:

Recovery of expenses related to natural gas leaks and hazardous materials releases caused by contractors or carriers which require an on scene response where city staff are unavailable for other emergencies for one hour or more and incidents involving negligence related to drug and/or alcohol impairment will be billed for public safety services if the incident involved any criminal offense greater than a Class C misdemeanor will be as follows:

Employee costs—Actual employee salary costs during the incident.

Emergency vehicle use fees:

Ambulance—To 210 HP, per hour\$ 41.00

Exhibit "A"

Police car—Patrolling, per mile0.63
Police car—Stationary, per hour18.00
Fire truck—1500 GPM, per hour95.00
Fire truck—2000 GPM, per hour105.00
Ladder truck—At least 75 feet, per hour145.00

(h) Development Fees- Planning and zoning services:

Preliminary plat\$250.00
plus, per lot7.50
Final plat or replat350.00
plus, per lot7.50
Minor plat250.00
Amending plat250.00
Rezoning application500.00
plus, per acre5.00
PUD application500.00
plus, per acre5.00
Amendment to existing PUD to add, delete, or change a special condition to an
existing PUD ordinance450.00
SUP application500.00
plus, per acre5.00
SUP residential accessory building175.00
SUP residential carport175.00
SUP alcoholic beverage sales500.00
ZBA variance and appeal application\$175.00
Sign board appeal175.00
Tree mitigation appeal125.00
Site plan application review250.00
Landscape plan application review250.00

Exhibit "A"

Zoning verification letter20.00

(i) Development Fees-

Permanent Sign Permits75.00

Temporary sign permits50.00 (exception: grand opening0.00)

Sign Recovery Fee25.00

(j) Development Fees- Plan review, inspection, and permit fees:

Permit fees. The schedule of permit fees shall be in accordance with the fee schedules contained in the 1997 Uniform Administrative Code as follows:

(1) Table 3-A—Building Permit Fees

(2) Table 3-B—Electrical Permit Fees

(3) Table 3-C—Mechanical Permit Fees

(4) Table 3-D—Plumbing Permit Fees

Calculating construction values. The construction values used for calculating permit fees shall not be less than the most recent Building Valuation Data published by the International Conference of Building Officials. Said permit fees shall be adjusted on an annual basis for permit applications received on or after the 1st day of June using the most recent edition of the Building Valuation Data. The regional modifier of 0.93 shall be applied to the Building Valuation Data used for calculating construction values.

Plan review fee. When a plan or other data are required to be submitted by the building code, a plan review fee shall be paid at the time of submitting plans and specifications for review. The plan review fees specified in this subsection are separate fees and are in addition to the permit fees. No additional plan review fee shall be charged where plans are incomplete or for reviewing a construction plan that has been previously reviewed and resubmitted with corrections. Where construction plans are changed to a new proposal or where a third plan review is necessary, an additional plan review fee is required.

Inspection charges. Permit fees shall include the cost of all required inspections.

Reinspection fees. If the code official is required to make a reinspection, the following fees shall apply: (1) The first reinspection fee shall be \$75.00; (2) The second, and any subsequent, reinspection fee shall be \$125.00. Failure to pay such charges as provided in this code may result in the forfeiture of the right of such contractor to obtain other permits until such charges are paid.

Fees due. All building permit fees shall be due when the permit is issued.

Fee refunds. The code official shall be authorized the refunding of fees as follows:

(1) The full amount of any fee paid hereunder that was erroneously paid or collected.

(2) Not more than 90 percent of the permit fee when no work has been done under a permit issued in accordance with this code.

Exhibit "A"

- (3) Not more than 90 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.]

The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Sport Court (concrete, nets, fencing, lighting).....	\$100.00
Lot grading and drainage compliance fee	125.00
New residence plan review	350.00
Residential addition and remodel plan review	150.00
Commercial plan review fee	65% of building permit fee
Swimming pool plan review fee	50.00
Water well drilling permit	\$50.00
Irrigation system permit,	75.00
Fence permit	75.00
Masonry screening fence permit.....	125.00
Retaining wall	125.00
Swimming pool permit	300.00
Spas, Hot Tubs, or Fountains.....	\$200.00
Re-roofing permit (one square or more)	50.00
Grading and earthwork permit	75.00
Curb cut permit	55.00
Driveway approach permit	75.00
Temporary construction trailer	100.00
Temporary event permit	100.00
Temporary use permit	100.00
Temporary use permit—Portable storage structure	\$25.00
Used/obsolete street sign purchase fee (per sign)	25.00

Exhibit "A"

Certificate of Occupancy or Re-Occupancy.....100.00
Temporary Certificate of Occupancy.....250.00 (per month)
Contractor Registration Fee.....100.00 (per 12 month period)
Construction Concealment Fee (for work performed without inspections)
.....350.00
Special Inspection Fee.....100.00/hour (min. 2 hours)
Additional Plan Review.....50.00 per plan review
Application for Encroachment and Joint Use Agreement...

Document Length	Fee
1 to 10 pages	\$120
11 to 20 pages	\$160
21 to 30 pages	\$200
Over 30 pages	\$240

Weed mowing administrative fee120.00

Weed mowing violation notification letter fee (second and all following notification letters within current calendar year)50.00

Weed mowing fee, per acre175.00

Demolition fee50.00

Brush abatement fee:

Actual expenses incurred, not to exceed the estimated value of the affected property.

Sidewalk waiver request general waiver request to a Land Development Code or Code of Ordinances requirement125.00

(k) Charges related to oil and gas wells:

Gas and oil well permit fee (per well bore)10,000.00

Gas well special use permit fee (per pad site)15,000.00

Seismic survey permit250.00

Exhibit "A"

Pipeline permit2,500.00

(l) Public infrastructure plan review and inspection:

Prior to the commencement of any public infrastructure improvements associated with private development, the developer shall pay the City a plan review and inspection fee as follows:

Engineering Plan Review Fee – 2% of the actual cost of the public improvements

Engineering Inspection Fee – 3% of the actual cost of the public improvements

Construction Materials Testing Fee – 1% of the actual cost of the public improvements

For each additional review after the second submittal..... 250.00

Inspections performed outside of regular business hours for the construction of public infrastructure projects 50.00 per hour

(m) Recreation:

City sponsored activities- The fee for the city park and recreation sponsored recreation and athletic activities not covered elsewhere shall be calculated for respective activity based upon the estimated costs of conducting such activity (including such items as materials, instructors, umpires, scorekeeper, trophies and other direct program costs) plus an administrative fee, or shall be as stipulated by nationally or statewide recognized athletic organizations.

Nonresident programming fee..... 5.00 per class/course

Senior Center annual membership required for participation in all activities:

Colleyville residentFree

Non-Colleyville resident10.00

Senior Center membership card replacement fee:

Colleyville resident2.00

Non-Colleyville resident2.00

(n) Parks:

Youth Sports Associations:

Athletic Field Use Fees:

Colleyville residents5.00 per participant/per season/per association

Non-Colleyville residents5.00 per participant/per season/per association

Non-Colleyville resident Fee: A fee of \$20.00 shall be charged to each non-resident, per participation in each organized sports association per season.

Exhibit "A"

Field Rental Fees:

Field		No lights/With Lights	Time
Reagan Park	Resident	35.00 / 50.00	Per 2 hours
	Nonresident	60.00 / 100.00	Per 2 hours
City Park	Resident	50.00 / 80.00	Per 2 hours
	Nonresident	100.00 / 180.00	Per 2 hours
Pleasant Run Park (Game Field)	Resident	50.00 / 80.00	Per 2 hours
	Nonresident	125.00 / 175.00	Per 2 hours
Pleasant Run Park (Practice Field)	Resident	35.00 / 50.00	Per 2 hours
	Nonresident	60.00 / 100.00	Per 2 hours

Rental Fees:

Park Pavilion Rental per hour (no minimum):

Colleyville residents20.00

Non-Colleyville residents30.00

Webb House Rental:

Weekday (Monday—Thursday) three hour minimum

Colleyville resident60.00/hr

Non-Colleyville resident90.00/hr

Weekday (Monday—Thursday) each additional hour

Colleyville resident20.00/hr

Non-Colleyville resident35.00/hr

Weekend (Friday—Sunday) three hour minimum

Colleyville resident80.00/hr

Non-Colleyville resident130.00/hr

Weekend (Friday—Sunday) each additional hour

Colleyville resident35.00/hr

Non-Colleyville resident55.00/hr

Webb House damage deposit200.00

Exhibit "A"

Tennis Court Rental—Per person (per one and one-half hour increment3.00

McPherson Park Group Pavilion rental per hour (no minimum):

Colleyville residents40.00

Non-Colleyville residents70.00

Wedding event in a park without amenities100.00

(o) Colleyville Center fees and charges:

NON-RESIDENT & BUSINESS - STANDARD RATES

ROOM	MAX OCC. THEATER = T BANQUET = B CLASSROOM = C	*WEEKDAY RATE <i>FOUR HOUR BLOCK OF TIME, EXCEPT FOR ENTIRE BUILDING RENTAL WHICH IS EIGHT HOURS</i>	PRIME WEEKEND FRI / SAT / SUN <i>EIGHT HOUR RENTAL</i>
SMALL CONFERENCE ROOM <i>792 SQ. FT.</i>	T-60 B-50 C-35	\$200	ENTIRE BUILDING RENTAL ONLY
NORTH HALL <i>3,155 SQ.FT. 1,664 PLUS 1491 STAGE</i>	T-200 B-100 C- 70	\$375	ENTIRE BUILDING RENTAL ONLY
SOUTH HALL <i>2,872 SQ. FT. 1,872 PLUS 1,000 KITCHEN</i>	T-200 B-100 C- 70	\$375	ENTIRE BUILDING RENTAL ONLY
NORTH-SOUTH HALL <i>TOTAL 6,027 FLOOR -3,536</i>	T-500 B-300 C-150	\$700	ENTIRE BUILDING RENTAL ONLY
ENTIRE BUILDING <i>8,475 SQ. FT.</i>	BUILDING OCCUPANCY T-500	\$1,800 WEEKDAY	FRIDAY & SUNDAY \$1,800 PRIME SATURDAY \$2,200
GARDEN PLAZA (Including chairs)	T-50	\$300	\$300

*Includes tables, chairs, and all add-ons listed in the Video, Audio, and Room Set sections of the Administrative Fee Schedule.

COLLEYVILLE RESIDENT/BUSINESS - WITH 20 % DISCOUNT

ROOM	MAX OCC. THEATER = T	*WEEKDAY RATE <i>FOUR HOUR BLOCK OF TIME, EXCEPT FOR ENTIRE</i>	PRIME WEEKEND FRI / SAT / SUN
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Exhibit "A"

	BANQUET = B CLASSROOM = C	BUILDING RENTAL WHICH IS EIGHT HOURS	EIGHT HOUR RENTAL
SMALL CONFERENCE ROOM <i>792 SQ. FT.</i>	T-60 B-50 C-35	\$160	ENTIRE BUILDING RENTAL ONLY
NORTH HALL <i>3,155 SQ. FT. 1,664 PLUS 1491 STAGE</i>	T-200 B-100 C- 70	\$300	ENTIRE BUILDING RENTAL ONLY
SOUTH HALL <i>2,872 SQ. FT. 1,872 PLUS 1,000 KITCHEN</i>	T-200 B-100 C- 70	\$300	ENTIRE BUILDING RENTAL ONLY
NORTH-SOUTH HALL <i>TOTAL 6,027 FLOOR -3,536</i>	T-500 B-300 C-150	\$560	ENTIRE BUILDING RENTAL ONLY
ENTIRE BUILDING <i>8,475 SQ. FT.</i>	BUILDING OCCUPANCY T-500	\$1,440 WEEKDAY	\$1,440 FRIDAY & SUNDAY \$1,760 PRIME SATURDAY
GARDEN PLAZA (Including chairs)	T-150	\$300	\$300

*Includes tables, chairs, and all add-ons listed in the Video, Audio, and Room Set sections of the Administrative Fee Schedule.

COLLEYVILLE BASED NON-PROFIT & CIVIC ORGANIZATIONS

ROOM	MAX OCC. THEATER = T BANQUET = B CLASSROOM = C	WEEKDAY RATE <i>FOUR HOUR BLOCK OF TIME, EXCEPT FOR ENTIRE BUILDING RENTAL WHICH IS EIGHT HOURS</i>	PRIME WEEKEND FRI / SAT / SUN <i>EIGHT HOUR RENTAL</i>
SMALL CONFERENCE ROOM <i>792 SQ. FT.</i>	T-60 B-50 C-35	\$60	ENTIRE BUILDING RENTAL ONLY
NORTH HALL <i>3,155 SQ. FT. 1,664 PLUS 1491 STAGE</i>	T-200 B-100 C- 70	\$80	ENTIRE BUILDING RENTAL ONLY
SOUTH HALL <i>2,872 SQ. FT. 1,872 PLUS 1,000 KITCHEN</i>	T-200 B-100 C- 70	\$80	ENTIRE BUILDING RENTAL ONLY
NORTH-SOUTH HALL <i>TOTAL 6,027 FLOOR -3,536</i>	T-500 B-300 C-150	\$140	ENTIRE BUILDING RENTAL ONLY

Exhibit "A"

ENTIRE BUILDING <i>8,475 SQ. FT.</i>	BUILDING OCCUPANCY T-500	\$300 WEEKDAY	50% DISCOUNT FRIDAY & SUNDAY \$900 20% DISCOUNT PRIME SATURDAY \$1,760
GARDEN PLAZA <i>(Including chairs)</i>	T-150	\$300	\$300

ADMINISTRATIVE FEES		
	<i>Non-Profit</i>	<i>Standard</i>
VIDEO		
LCD Projector per hour (portable and ceiling mount)	\$65 with weekday max \$150	\$65
LCD 220" Rear Screen HD Projector per hour	\$75 with weekday max \$200	\$75
Rolling Video cart with electrical and extension	\$2	\$10
Gallery Flat Screen or TV Monitor (per event)	\$65	\$65
Stage Front Drop Screen	\$10	\$40
Portable screen (9')	\$40	\$40
Conference Room pull down	\$20	\$20
White Board / Flip Chart with easel	\$20	\$20
Easel	\$15	\$15
AUDIO		
Baby Grand Piano	\$100	\$100
Stage Lighting (one time setting – per hour)	\$50	\$50
Stage Lighting and sound board (must use AV Tech)	\$200 + AV Tech	\$200 + AV Tech
Podium with Microphone	\$20	\$35
iPod Connection	\$20	\$20
Corded Microphone on stand – one free with N/S Hall	\$15	\$15
Wireless Microphone (hand held or lapel)	\$25	\$50
Colored Up Lights	\$200	\$200
ROOM SET		
Linens (per linen) Weekdays only	\$5	\$5
Draped and Skirted Registration Table	\$15	\$15
Room Change after final set (per table and chair set)	\$20	\$20
Repositioning room during event	\$400 + \$10 ea. Table set	\$400 + \$10 ea. Table Set
CATERING		
Catering fee 15% of F&B with \$1.50 pp min.	15% F&B	15% F&B
Catering (client self-catering – KU) Flat Fee based upon set up or attendance whichever is greater	\$1 per person weekday or weekend (\$300 Max)	\$1 per person weekday \$2 per person weekends

Exhibit "A"

Deluxe Coffee Service with condiments	15 cup carafe - \$15	15 cup carafe - \$15
Continental Breakfast (w/20 person minimum)	\$10 pp including fruit	\$10 pp including fruit
Gourmet Box Lunch (w/20 person minimum)	\$15 pp including beverage	\$15 pp including beverage
Break Service (beverage & cookies – w/20 person minimum)	\$5 per person	\$5 per person
Water/Soda Service	\$1 per bottle	\$1 per bottle
MISCELLANEOUS		
Copies 1-50 - \$.25 first copy, \$.10 thereafter	\$.25/\$.10	\$.25/\$.10
Fax Machine (incoming and outgoing)	\$2 per page	\$2 per page
DEPOSITS		
Entire Building	\$500	\$500
Grand Hall	\$300	\$300
Half Hall (North or South)	\$200	\$200
Conference Room	\$50	\$50

MISCELLANEOUS FEES / POLICIES

Cancellation Policy- Any cancellation of a Friday, Saturday, or Sunday entire building rental or combined North/South Hall booking shall result in lessee forfeiting one-half of the deposit. If the cancellation is received 180 to 120 calendar days prior to the event, the lessee will forfeit all of the deposit. If the cancellation is received less than 120 calendar days prior to the event, the lessee will forfeit all monies paid to the Colleyville Center.

Colleyville Center Service Fees- A service fee of up to \$500.00 will be charged to lessee for failure to leave the premises (building and grounds) in as good or better condition than it was prior to being leased.

AV Surcharge- All rented audio visual equipment brought into the building by another vendor incurs a 15 percent charge of the Colleyville Center fee for same equipment.

Non-profit Donations- Any not for profit organization that donates over \$50,000.00 to the Colleyville Center does not incur equipment fees. Supply and service fees are not included in this waiver. If a not for profit organization donates a single piece of equipment, it becomes Colleyville Center property and use of that equipment by that organization does not incur equipment fees.

Discount for Using Local Businesses- If a client uses three or more Colleyville businesses during their event, the Center will provide complimentary colored up-lighting (\$200 value).

Additional Rental Hours- If a client requests to extend a rental of the entire building beyond their eight hour rental, additional hours will be available for an

Exhibit "A"

additional \$250 per hour, within the business hours of the Center. The additional hours must be requested in advance. Fees will not be pro-rated for increments of time less than one hour.

Late Fees- The Colleyville Center closes at 12 a.m. (midnight) on Friday and Saturday and 11 p.m. Sunday through Thursday. Should a client remain on the premises after the building is closed, a fee will be assessed at the rate of \$500 per hour until such time the building is vacated. Fees will not be pro-rated for increments of time less than one hour.

Colleyville Center Rental Hours- The Colleyville Center is available for rental from 8 a.m. to 11 p.m. Monday through Thursday, 8 a.m. to midnight on Friday, 11 a.m. to midnight on Saturday, and 11 a.m. to 11 p.m. on Sunday. Weekday rental rates apply Monday through 4 p.m. on Friday. Prime Weekend Rates apply 4 p.m. Friday through 11 p.m. Sunday.

(p) Library:

**COLLEYVILLE PUBLIC LIBRARY
CIRCULATING MATERIALS RESTRICTIONS**

MATERIALS	LOAN PERIOD	LIMITS*	FEES/FINES**	RENEWAL LIMITS***
Fiction books	21 days	No limit	\$0.25 per day	5
Non-fiction books	21 days	No limit	\$0.25 per day	5
Best sellers	7 or 14 days	No limit	\$0.25 per day	5
Magazines	7 days	No limit	\$0.25 per day	5
Pamphlets	7 days	No limit	\$0.25 per day	5
Feature-length DVDs (60 min. +)	7 days	10	\$1.00 per day	5
Educational/DVDs	7 days	10	\$0.25 per day	5
Children's DVDs (under 60 min.)	7 days	10	\$0.25 per day	5

Exhibit "A"

Compact discs	7 days	10	\$0.25 per day	5
J Kits	21 days	No limit	\$0.25 per day	5
Books on compact disc	21 days	No limit	\$0.25 per day	5
J Holiday books	7 days	Varies by holiday	\$0.25 per day	0 during holiday

* No limit until a maximum of 40 items is reached. A total of 40 items per card.

** Overdue fines threshold is \$5.00.

*** Renewals are allowed when materials are not on reserve for another patron.

**COLLEYVILLE PUBLIC LIBRARY
MATERIALS REPLACEMENT AND PROCESSING FEES**

ITEM	COST	PROCESSING FEE
Library card	\$2.00	\$0.00
Book	Cost of item	5.00
Paperback book	Cost of item	5.00
Board book	Cost of item	2.00
Magazine	Cost of item	2.00
Compact disc	Cost of item	5.00
Lost compact disc outer insert	0.00	5.00
Book on CD	Cost of item	5.00
Lost/damaged single book on CD disc	Cost of single CD	1.00
DVD	Cost of item	5.00

Exhibit "A"

Lost DVD outer insert	0.00	5.00
Audio-visual material containers	Cost of item	5.00
Kit bags	Cost of item	2.00
Bar codes/RFID tags	\$1.00	0.00

Print card0.50

Color copies (per page)1.00

Black and white copies (per page)0.10

Fax—Incoming (per page)1.00

Fax—Outgoing (per page)

Local1.00

Long distance2.00

Non-resident fees:

Non-resident card (Non-TexShare, Non-reciprocal borrowing participating home library)25.00

Non-resident card (without home library)25.00

Interlibrary loan materials not picked up2.00

Exhibit "B"

Sec. 22-27. - License and fee requirements for certain building contractor trades and professions.

(a) License requirements and fee schedules.

- (1) Required. Any person, referred to in this section as "contractor," who desires to engage in the trades or professions listed in this section within the city shall be required to obtain a license issued by the city.
- (2) Fee schedule. Specific fees may be found in the Code of Ordinances Part II, Chapter 2 Section 2-26, fees and charges for city services.

(b) Examination requirements. Contractors whose profession or trade requires a passing grade on an examination to work at a certain skill level as required by this city's prevailing ordinances and codes must show proof of such successful completion to that end to the building inspection division of the city.

(c) Period of license validity. The license applied for as provided in this section shall be valid for a period of twelve months.

(d) Violations; suspension of license.

- (1) Any contractor engaging the services of an unlicensed subcontractor shall be considered to be in violation of this section in the same manner as an unlicensed subcontractor.
- (2) The license of any contractor who has been convicted of a misdemeanor directly related to the duties and responsibilities of the licensed occupation shall be immediately suspended and be subject to review by the contractors' board, which shall determine the length of suspension, which length shall not be less than ten days nor more than one year.

(f) Penalty for violation. Any contractor in violation of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine as provided for in section 1-6. Each citation awarded shall be considered a separate offense and treated accordingly.

(Code 1980, ch. 4, § 11)

State Law reference— Eligibility of persons with criminal backgrounds for certain occupations, professions and licenses, Vernon's Ann. Civ. St. art. 6252-13c; suspension, revocation or denial of license to persons with criminal backgrounds, guidelines and application of law, Vernon's Ann. Civ. St. art. 6252-13d.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5h

Agenda Date 09/15/2015

Number Ordinance O-15-1970

Type Ordinance

Department City Secretary

Title

Approval to amend Ordinance O-04-1446 to include non-voting liaison appointments to the Parks and Recreation Advisory Board

Strategy Map Connection

B4- Cultivate a culture of transparency and consistent communication

Explanation

Second Reading and Public Hearing

There were no speakers regarding this request at the September 1, 2015 City Council meeting.

First 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 structure of the Parks and Recreation Advisory Board.

The Parks and Recreation Advisory Board was originally established by attached Ordinance O-89-719 on June 20, 1989, and then amended by attached Ordinance O-04-1446, on March 2, 2004. Currently, this Board is composed of eight citizen members appointed by City Council who serve a two-year term, as seen on the attached roster.

City Council deemed it appropriate for the youth sport associations, who currently use City parks and facilities, to make a recommendation for a member to serve as a non-voting liaison member to the Parks and Recreation Advisory Board for a one-year term. The liaison would attend all Parks and Recreation Advisory Board meetings, and provide input relative to their sport association.

This ordinance provides for City Council to amend Ordinance O-04-1446 to include one non-voting liaison appointment, from each of the Colleyville youth sport associations, to serve a one-year term to the Parks and Recreation Advisory Board.

If approved, staff will provide a resolution of the liaison appointments, recommended by the youth sport associations, at the September 15, 2015 City Council meeting.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Parks and Recreation Advisory Board roster
2. Ordinance O-89-719
3. Ordinance O-04-1446
4. Ordinance O-15-1970

Parks and Recreation Advisory Board

PLACE 1

VACANT

TERM: June 2015 - Dec 2016

PLACE 2

Leti Carson

4504 Jim Mitchell Trail West

Colleyville, TX 76034

H: (817) 540-1250

leticarson@gmail.com

TERM: Dec 2013 - Dec 2015

PLACE 3 - VICE CHAIR

Charles Bethards

1602 Royal Lane

Colleyville, TX 76034

W: (817) 999-4784

H: (817) 581-7005

bethards@sbcglobal.net

TERM: Dec 2014 - Dec 2016

PLACE 4

David Hays

6508 Connie Lane

Colleyville, TX 76034

W: (817) 300-1871

H: (817) 300-1871

david.hays@fnti.com

TERM: Dec 2013 - Dec 2015

PLACE 5

Ken Llewellyn

7905 Jefferson Circle

Colleyville, TX 76034

W: (817) 410-4775

H: (817) 988-6525

ken.llewellyn@employeebenefitresources.com

TERM: Dec 2014 - Dec 2016

PLACE 6

Ajit Purandare

1109 Riverwalk Court

Colleyville, TX 76034

W: (202) 361-7674

H: (682) 325-4172

apurandoc@aol.com

TERM: Dec 2013 - Dec 2015

PLACE 7 - CHAIR

Michelle McGarry

4912 Prestwick Drive

Colleyville, TX 76034

H: (214) 449-8155

mlamontagne15@hotmail.com

TERM: Dec 2014 - Dec 2016

PLACE 8

Hillary Schwanbeck

5816 Quality Hill

Colleyville, TX 76034

W: (817) 552-7302

H: (832) 656-4977

hillary.schwanbeck@gmail.com

TERM: Dec 2013 - Dec 2015

Posted
5-12-89
4:30 p.m.
by

ORDINANCE 0-89-719

AN ORDINANCE ESTABLISHING A PARKS AND RECREATION ADVISORY BOARD;
ESTABLISHING THE TERMS OF MEMBERS; DEFINING THE DUTIES AND
RESPONSIBILITIES; APPROVING THE BY-LAWS.

WHEREAS, the City Council deems it is in the best interest
of the City to establish a Parks and Recreation Advisory
Board,

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

Sec. 1: There shall be established a Parks and Recreation
Advisory Board which shall consist of eight citizens
of the City of Colleyville. Members of the Board
shall be appointed by the Council for a term of two
years. Four (4) members of the Parks and Recreation
Board shall be appointed each odd numbered year and
four (4) members shall be appointed each even numbered
year. The Board shall elect a Chairman for its
membership and shall meet not less than once a month.
The Chairman of the Board shall be a non-voting member
except in the case of a tie. Vacancies shall be filled
by the Council for the remainder of the term. A quorum
shall consist of five (5) members. Members of the
Board may be removed by a majority of the Council
after public hearing and for cause set forth in writing.
The Board shall keep minutes of its proceedings which
shall be of public record. The Board shall serve
without compensation.

Duties and Responsibilities:

a. Act in an advisory capacity to the City Council
and the Parks and Recreation Coordinator in all
matters, including finances, pertaining to Parks
and Recreation and coordinate with other
governmental agencies, civic groups and all
citizens of Colleyville in advancement of sound
Parks and Recreation planning and programming.

b. Adopt a set of bylaws and establish policies
and procedures for the proper administration
of the Parks and Recreation Board and programs
of the City.

c. Recommend policies on recreation services
to the City Council.

d. Recommend any and all usage of the "Park Fund" to City Council.

e. Recommend the adoption of standards for recreational areas, facilities, programs and their financial support.

f. Have periodic inventories made of existing services and survey of services needed and interpret the needs of the public to the City Council and to the Parks and Recreation Coordinator.

g. Recommend for acquisition by the City Council certain lands and buildings deemed necessary for the use of the City Parks and Recreation programs.

h. Submit recommendation for the improvement and expansion of the Parks and Recreation facilities, equipment and programs.

i. The Parks and Recreation Board has the right to establish standing committees and other such committees as from time to time may be deemed necessary.

Sec. 2: That the By-Laws submitted by Parks and Recreation Advisory Board are hereby approved.

AND IT IS SO ORDERED.

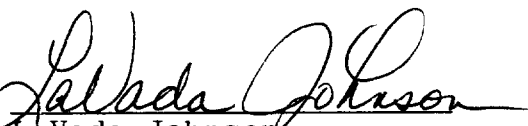
The first ^{16th} reading and public hearing being conducted on the 16th day of May, 1989.

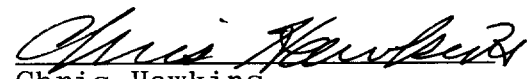
The second ^{16th} reading and public hearing being conducted on the 16th day of June, 1989.

The third ^{20th} reading and public hearing being conducted on the 20th day of June, 1989.

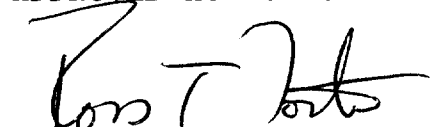
ATTEST:

CITY OF COLLEYVILLE


LaVada Johnson
City Secretary


Chris Hawkins
Mayor

APPROVED AS TO FORM AND LEGALITY:


Ross T. Foster
City Attorney

BY-LAWS
CITY OF COLLEYVILLE
PARKS AND RECREATION BOARD
STANDARD OPERATING PROCEDURES

I. ORGANIZATION AND OFFICERS

1. ORGANIZATION

The Parks and Recreation Board shall consist of 8 regular members and shall be organized and shall exercise such powers as prescribed by the Ordinance of the City. The members shall be residents of the City and shall be appointed by City Council for a period of two (2) years per appointment.

2. OFFICERS

A Chairman, Vice-chairman and Secretary shall be elected annually from among the Board's membership at the first meeting in January and at such other times as these offices may become vacant. The office of the Chairman will be a non-voting position, except in case of a tie.

3. DUTIES

A. The Board shall advise the City Council on those matters falling within its charged responsibilities in a manner reflecting concern for the overall Park development and environment of the City as a setting for human activities.

B. The Chairman, or in his absence the Vice-Chairman, shall preside at all meetings, shall decide all points of order or procedure. All letters of transmittal from the Board to the City Council shall be over the signature of the Chairman.

C. The Secretary will record the minutes of each meeting. Will prepare a copy of the minutes of each meeting and give a copy of them to the Parks and Recreation Coordinator within 10 days of said meeting.

D. Establish standing committees and other such committees as from time to time may be deemed necessary.

II. MEETINGS

1. PROCEDURES

Robert Rules of Order shall govern the procedure for Parks and Recreation Board Meetings.

2. QUORUM

A quorum shall consist of five (5) members.

3. AGENDA

An agenda shall be prepared by the City Staff for each meeting of the Park and Recreation Board. There shall be attached to each agenda a report of matters pending further action by the Board. A copy of the agenda shall be posted in the City Hall as required by law for a period of three full calendar days not counting the day of the meeting or the day of posting.

4. REGULAR MEETINGS

Regular meetings shall be held on the first Thursday of the month in the Council Chambers of the City Hall, unless otherwise determined by the Board.

5. SPECIAL MEETINGS

Special meetings for any purpose may be held: 1. On the call of the Chairman, or 2. On request of two or more members and by giving written notice to all members deposited in the mail at least 48 hours before the meeting, or 3. As may be scheduled by a majority of the Board at any previous meeting. The time and place of the special meeting shall be determined by the convening authority.

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. Any party in interest may appear in his own behalf or be represented by counsel or agent. The Chairman holds the right to set a time limit for public presentation.

7. ATTENDANCE

In the event any member of the Board is absent three consecutive meetings a letter may be submitted to the Mayor and City Council as determined by the Board requesting dismissal and replacement of said member.

8. MINUTES

The approved minutes from each meeting will be filed with the Parks and Recreation Coordinator with a copy retained by the Parks and Recreation Board Secretary.

III. HEARINGS AND DECISIONS

1. ORDER OF BUSINESS

The chairman shall call the Board 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 Secretary shall publicly advise the Board of any communications received pertaining to any matter before the Board.

The Board shall then hear and act upon those proposals scheduled for consideration of public hearing together with such other matter of business and report as the Board or Secretary finds to require Board considerations.

2. MOTIONS

- A. A motion may be made by any member other than the presiding officer.
- B. A motion to approve any matter before the Board or to recommend approval of any request requiring council action shall require a simple majority of the voting members. When fewer than all the members are present for the voting and when all motions to recommend on a given application fail to carry by one vote, consideration of the application shall be continued to the next regular meeting upon motion carried by a majority of those present. Provided further that no request or application shall be continued under this rule beyond the next regular meeting; failure of the Board to secure a majority of concurring votes to approve or recommend approval at said next regular meeting shall be recorded in the minutes as a denial of the proposal under this rule.

3. DISQUALIFICATION FROM VOTING

- A. A member shall disqualify oneself from voting whenever one finds that one has a personal or monetary interest in the property under appeal, or one will be directly affected by the decision of the Board.
- B. A member may disqualify oneself from voting whenever any applicant, or ones agent, has sought to influence the vote of the member on ones application, other than in the public hearing.

IV. AMENDMENTS

- 1. Proposed amendments to these by-laws must be approved by a quorum vote.
- 2. All members of the Board must be notified two weeks prior the meeting for amendment vote.

ORDINANCE O-04-1446

AN ORDINANCE AMENDING ORDINANCE O-89-719 ESTABLISHING A PARKS AND RECREATION ADVISORY BOARD; ESTABLISHING THE TERMS OF MEMBERS; DEFINING THE DUTIES AND RESPONSIBILITIES; APPROVING THE BY-LAWS.

WHEREAS, the City Council deems it is in the best interest of the City to establish a Parks and Recreation Advisory Board,

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

Sec. 1: There shall be established a Parks and Recreation Advisory Board which shall consist of eight citizens of the City of Colleyville. Members of the Board shall be appointed by the Council for a term of two years. Four (4) members of the Parks and Recreation Board shall be appointed each odd numbered year and four (4) members shall be appointed each even numbered year. The Board shall elect a Chair for its membership and shall meet when action is required by the board. The Chair of the Board shall be a non-voting member except in the case of a tie. Vacancies shall be filled by the Council for the remainder of the term. A quorum shall consist of five (5) members. Members of the Board may be removed by a majority of the Council after public hearing and for cause set forth in writing. The Board shall keep minutes of its proceedings which shall be of public record. The Board shall serve without compensation.

Duties and Responsibilities:

- a. Act in an advisory capacity to the City Council and the Parks and Recreation Director in all matters, including finances, pertaining to Parks and Recreation and coordinate with other governmental agencies, civic groups and all citizens of Colleyville in advancement of sound Parks and Recreation planning and programming.
- b. Adopt a set of bylaws and recommend policies and procedures for the proper administration of the Parks and Recreation Advisory Board.
- c. Recommend policies on parks and recreation services to the City Council.
- d. Recommend any and all usage of the Parkland Dedication Fund and Voluntary Park Fund to City Council for consideration.

- e. Recommend the adoption of standards for recreational areas, facilities, programs and their financial support.
- f. Have periodic inventories made of existing services and survey of services needed and interpret the needs of the public to the City Council and to the Parks and Recreation Director.
- g. Recommend for acquisition by the City Council certain lands and buildings deemed necessary for the use of the City Parks and Recreation programs.
- h. Submit recommendation for the improvement and expansion of the Parks and Recreation facilities, equipment and programs.
- i. The Parks and Recreation Advisory Board has the right to establish standing committees and other such committees as from time to time may be deemed necessary.

Sec. 2: That the By-Laws submitted by Parks and Recreation Advisory Board are hereby approved.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 14th day of February 2004.

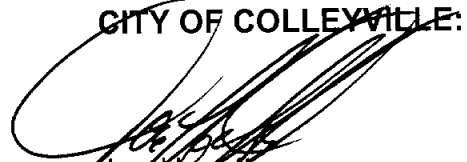
The second reading and public hearing being conducted on the 2nd day of March 2004.

ATTEST:



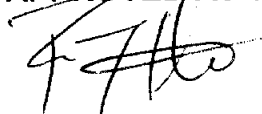
Cynthia Singleton, TRMC
City Secretary

CITY OF COLLEYVILLE:



Joe Hocutt
Mayor

APPROVED AS TO FORM AND LEGALITY:



Ross T. Foster
City Attorney

BY-LAWS
CITY OF COLLEYVILLE
PARKS AND RECREATION ADVISORY BOARD
STANDARD OPERATING PROCEDURES

I. ORGANIZATION AND OFFICERS

1. ORGANIZATION

The Parks and Recreation Board shall consist of eight (8) regular members and shall be organized and shall exercise such powers as prescribed by the Ordinance of the City. The members shall be residents of the City and shall be appointed by City Council for a period of two (2) years per appointment.

2. OFFICERS

A Chair, and Vice-Chair shall be elected annually from among the Board's membership at the first meeting in January and at such other times as these offices may become vacant. The office of the Chair will be a non-voting position, except in case of a tie.

3. DUTIES

- A. The Board serves as an advisory body to the City Council on all matters pertaining to the delivery of leisure services to the citizens of Colleyville.
- B. The Chair, or in his/her absence the Vice-Chair, shall preside at all meetings, 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.
- C. Establish standing committees and other such committees from time to time may be deemed necessary.

II. MEETINGS

1. PROCEDURES

Robert Rules of Order shall govern the procedure for Parks and Recreation Advisory Board meetings.

2. QUORUM

A quorum shall consist of five (5) members.

3. AGENDA

An agenda shall be prepared by the City Staff for each meeting of the Parks and Recreation Advisory Board. There shall be attached to each agenda a report of matters pending further action by the Board. An agenda will be posted in accordance with the Open Meeting Act.

4. REGULAR MEETINGS

Regular meetings in the City of Colleyville or whenever necessary at any previously designated public place shall be held on the first Monday of the month, unless otherwise determined by the Board.

5. SPECIAL MEETINGS

Special meetings for any purpose may be held: 1. On the call of the Chair, or 2. On request of two or more members, or 3. As may be scheduled by a majority of the Board 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 Board is absent three consecutive meetings, a letter shall be submitted to the Mayor and City Council by the Board.

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 Board meetings. They should participate in meetings to provide staff assistance, report and recommendations.

III. HEARINGS AND DECISIONS

1. ORDER OF BUSINESS

The chair shall call the Board 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 Board 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. A motion to approve any matter before the Board or to recommend approval of any request requiring council action shall require a simple majority of the voting members. When fewer than all the members are present for the voting and when all motions to recommend on a given application fail to carry by one vote.

3. DISQUALIFICATION FROM VOTING

A. 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 Board.

B. A member may disqualify oneself from voting whenever any applicant, or one's agent, has sought to influence the vote of the member on one's application, other than in the public meeting.

IV. AMENDMENTS

1. Proposed amendments to these by-laws must be approved by a quorum vote.

ORDINANCE O-15-1970

AMENDING ORDINANCE O-04-1446 BY ADDING ONE NON-VOTING LIAISON MEMBER FROM EACH OF THE COLLEYVILLE YOUTH SPORT ASSOCIATIONS

WHEREAS, Ordinance O-89-719 established the terms of members, defined the duties and responsibilities, and bylaws of the Parks and Recreation Advisory Board; and

WHEREAS, Ordinance O-04-1446 amended Ordinance O-89-719, established the terms of members, defined the duties and responsibilities, and bylaws of the Parks and Recreation Advisory Board; and

WHEREAS, the City Council desires to provide for the appointment of one non-voting liaison member from each of the Colleyville youth sport associations.

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

Sec. 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Sec. 2. THAT Ordinance O-04-1446 is hereby amended to include the following:

(a) Section 1 shall include the following: The Parks and Recreation Advisory Board shall also consist of one (1) non-voting liaison member from each of the Colleyville youth sport associations who shall be recommended by the association and appointed by the City Council for a one (1) year term.

Sec. 3. THAT Ordinance O-04-1446 shall remain in full force and effect, except where amended by this ordinance.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 1st day of September 2015.

The second reading and public hearing being conducted on the 15th day of September 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



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6a

Agenda Date 09/15/2015

Number Resolution R-15-3907

Type Resolution

Department City Manager

Title

Adoption of the Fiscal Year 2016 to 2020 (FY 2016-2020) Capital Improvement Program (CIP)

Strategy Map Connection

F3- Forecast needs and plan for the future, balancing priorities with resources

F2- Invest to provide and maintain high quality public assets

Explanation

Reading and Public Hearing

In order to plan for Colleyville's long-term needs, the City's comprehensive Capital Improvement Plan (CIP) is updated each year as a part of the annual budget process. The CIP provides an opportunity to consider all of the City's capital needs in the coming years and determine the priority of each, as well as whether available funding resources are sufficient to support those expenditures. The CIP operates on a multi-year basis and utilizes a variety of funding sources, both from the City and other entities. Capital projects are defined as those projects requiring an investment of \$50,000 or more. A draft FY 2016-2020 CIP was presented to the City Council at the June 18, 2015 budget worksession, with the final proposed CIP presented at the August 11, 2015 budget worksession. At that time, the City Council requested that the intersection of McDonwell School Road and Westcoat Drive be evaluated and considered for inclusion in the Westcoat Drive street rehabilitation project, to improve traffic flow. Staff has engaged a consultant to collect data, analyze results, and make a recommendation for the installation of an all-way stop (if necessary) and other improvements to improve traffic operations at the intersection. Upon receiving the results, staff will bring this information forward for City Council discussion.

The FY 2016-2020 CIP includes \$75,736,610 for street improvements, water and wastewater infrastructure improvements, facility rehabilitation, trail construction, and technology investments. City funding sources primarily include the General Fund street maintenance budget, the utility fund, the Colleyville Tomorrow Fund, and the Colleyville Economic Development Corporation (CEDC) budget. Other funding sources include TxDOT and the Tax Increment Financing (TIF) zone.

Appropriation of funding for Year 1 projects in the FY 2016-2020 CIP is approved as a part of the FY 2016 budget ordinance. The chart below shows FY 2016 projects by category:

Project Category	Cost
Streets	\$39,499,469
Utility	1,062,600
Parks	250,000
Technology	564,700
Facilities	347,171
Other	212,000
Total	\$41,935,940

Approval of the attached resolution replaces the previously approved Capital Improvement Program with those projects detailed in Exhibit "A."

Financial Impact

Adoption of the FY 2016 budget provides appropriations for the FY 2016 CIP projects.

Recommendation

Approve

Attachments

1. Resolution R-15-3907
2. Exhibit A - Proposed FY 2016 - 2020 Capital Improvement Program

RESOLUTION R-15-3907

A RESOLUTION ADOPTING A COMPREHENSIVE FIVE-YEAR
CAPITAL IMPROVEMENT PROGRAM FOR
FISCAL YEARS 2016- 2020 FOR THE
CITY OF COLLEYVILLE, TEXAS

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

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

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

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

- Sec. 1. THAT the Fiscal Year 2016-2020 Capital Improvement Program attached as Exhibit "A", is hereby adopted.
- Sec. 2. THAT the Capital Improvement Program will be reviewed and updated on an annual basis, or as otherwise necessary.
- Sec. 3. THAT changes to the Capital Improvement Program will require approval of the City Council.
- Sec 4. THAT this resolution replaces Resolution R-14-3781

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS ON THIS THE 15TH DAY OF SEPTEMBER 2015.

ATTEST:

COLLEYVILLE CITY COUNCIL

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor

Exhibit "A"

Project Year	Title	Total Project Cost	CEDC (Parks, Trails & Libraries)	COG/TxDOT County	FWHA/TxDOT	General Fund	Other, City Funds	Perimeter Street Fees	Roadway Impact Service Area 1 (East of SH 26)	Roadway Impact Service Area 2 (West of SH 26)	TIF	Tomorrow Fund	Utility Fund	Wastewater Impact Fees	Water Impact Fees	Total Funding	
2016	Folding Doors- Fire Station #1	\$66,000.00	\$0.00	\$0.00	\$0.00	\$66,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66,000.00	
	Down-payment on Fire Engine replacement	\$125,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125,000.00	
	City Hall - Backup Power	\$181,000.00	\$0.00	\$0.00	\$0.00	\$56,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$181,000.00	
	Justice Center - Roof Repair	\$100,171.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,171.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,171.00	
	Colleyville Center AV Replacement	\$170,000.00	\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$170,000.00	
	Senior Center Repairs	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	
	Construct New Trail 2016	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00	
	Cheek-Sparger Road (Brown Trail to Bedford Road) - Rehabilitation	\$750,000.00	\$0.00	\$0.00	\$0.00	\$750,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750,000.00	
	Glade Road Design (Phase 2 - Manning to Pool)	\$460,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$460,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$460,000.00	
	Glade Road Design (Phase 3 - Pool to Heritage)	\$309,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$309,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$309,500.00	
	Glade Road Design (Phase 4 - West City Limits to Bransford Road)	\$360,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$360,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$360,000.00	
	John McCain (Pleasant Run Rd to Shepherds Glen) - Rehabilitation	\$662,222.00	\$0.00	\$0.00	\$0.00	\$662,222.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$662,222.00	
	Pleasant Run Design (Shelton to John McCain)	\$140,000.00	\$0.00	\$0.00	\$0.00	\$140,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$140,000.00	
	Westcoat - Rehabilitation	\$613,849.00	\$0.00	\$0.00	\$0.00	\$613,849.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$613,849.00	
	Glade Road Reconstruction (Phase 1 - Bransford to Manning)	\$3,755,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,514.00	\$604,471.00	\$49,784.00	\$3,077,230.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,755,000.00	
	Construct SH26 - Phase II and III	\$31,848,898.00	\$0.00	\$15,918,251.00	\$14,930,647.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,848,898.00
	Bandit Trail (County project) - Rehabilitation	\$300,000.00	\$0.00	\$100,000.00	\$0.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
	Emergency Asphalt Maintenance	\$300,000.00	\$0.00	\$0.00	\$0.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
	Fiber Build Phase 1-3	\$394,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$394,700.00	\$0.00	\$0.00	\$0.00	\$394,700.00
	Install Backup Generator for Emergency Power at L.D. Lockett Pump Station	\$140,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$140,000.00	\$0.00	\$0.00	\$140,000.00
	Water Project 4: Upsize and Replace Water Lines in Sunrise Terrace Subdivision	\$380,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$380,000.00	\$0.00	\$0.00	\$380,000.00
	Water Project 7: Demolish Overland Trail Pump Station and Storage Tank	\$130,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$130,000.00	\$0.00	\$0.00	\$130,000.00
	Water Project 9: Misc Repairs to Elevated Storage Tanks	\$226,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$226,600.00	\$0.00	\$0.00	\$226,600.00
	WW Project 2: Rehabilitate Sewer Manholes Identified to be in Poor Condition	\$186,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$186,000.00	\$0.00	\$0.00	\$186,000.00
	Vermeer Hydro Excavator-2008 (886)	\$87,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87,000.00
		\$41,935,940.00	\$420,000.00	\$16,018,251.00	\$14,930,647.00	\$2,788,071.00	\$312,171.00	\$23,514.00	\$604,471.00	\$49,784.00	\$5,331,730.00	\$394,700.00	\$1,062,600.00	\$0.00	\$0.00	\$0.00	\$41,935,940.00
2017	UPS Battery Backup Replacement at Justice Center	\$85,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$85,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$85,000.00
	Construct New Trail 2017	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00
	Construct Pleasant Run Trail (Cottonbelt RR to John McCain)	\$300,000.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
	Bedford Road (County project) - Rehabilitation	\$500,000.00	\$0.00	\$175,000.00	\$0.00	\$325,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00
	Glade Road ROW (Phase 2 - Manning to Pool)	\$430,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$430,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$430,000.00
	Glade Road ROW (Phase 3 - Pool to Heritage)	\$190,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$190,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$190,000.00
	McDonwell School Road - Rehabilitation	\$713,316.00	\$0.00	\$0.00	\$0.00	\$713,316.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$713,316.00
	Pleasant Run Rehabilitation (Shelton to John McCain)	\$760,000.00	\$0.00	\$0.00	\$0.00	\$760,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$760,000.00
	Tinker Rehabilitation (Pleasant Run to Highway 26)	\$453,334.00	\$0.00	\$0.00	\$0.00	\$453,334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$453,334.00
	Emergency Asphalt Maintenance	\$300,000.00	\$0.00	\$0.00	\$0.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
	Water Project 10: Water Group E Capital Improvements - Design	\$53,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53,000.00	\$0.00	\$0.00	\$0.00	\$53,000.00
	Water Project 5: Upsize and Replace Water Lines in Brighton Oaks Subdivision	\$1,515,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,515,100.00	\$0.00	\$0.00	\$0.00	\$1,515,100.00
	Water Project 8: Design for the Installation of Pressure Relief and Flow Control Valves and Associated Piping	\$42,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,500.00	\$0.00	\$0.00	\$0.00	\$42,500.00
	WW Project 3: Design Replacement of Pipelines on Manning Drive and near Pleasant Run Rd and McDonwell School Rd	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00	\$0.00	\$0.00	\$0.00	\$75,000.00
	WW Project 4: Design for the Replacement of 10" Sewer Lines in Remington Park and Clairemont Subdivisions	\$33,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,000.00	\$0.00	\$0.00	\$0.00	\$33,000.00
	Elgin Street Sweeper-2009 (601)	\$197,527.00	\$0.00	\$0.00	\$0.00	\$0.00	\$197,527.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$197,527.00
	Ford F550 Bucket-2001 (695)	\$84,379.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,379.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,379.00
		\$5,882,156.00	\$450,000.00	\$175,000.00	\$0.00	\$2,551,650.00	\$366,906.00	\$0.00	\$0.00	\$0.00	\$620,000.00	\$0.00	\$1,718,600.00	\$0.00	\$0.00	\$0.00	\$5,882,156.00
2018	Construct New Trail 2018	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00
	Bransford (LD Lockett to Glade) - Rehabilitation	\$706,667.00	\$0.00	\$0.00	\$0.00	\$706,667.00	\$0.00	\$0.00	\$0								

Exhibit "A"

Project Year	Title	Total Project Cost	CEDC (Parks, Trails & Libraries)	COG/TxDOT County	FWHA/TxDOT	General Fund	Other, City Funds	Perimeter Street Fees	Roadway Impact Service Area 1 (East of SH 26)	Roadway Impact Service Area 2 (West of SH 26)	TIF	Tomorrow Fund	Utility Fund	Wastewater Impact Fees	Water Impact Fees	Total Funding	
2020	Justice Center - HVAC Replacement	\$237,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$237,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$237,000.00	
	Justice Center - Metal Roof Coating	\$167,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$167,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$167,000.00	
	Construct New Trail 2020	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00	
	County Project - TBD	\$800,000.00	\$0.00	\$200,000.00	\$0.00	\$600,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	
	Roberts Road Reconstruction	\$1,200,950.00	\$0.00	\$0.00	\$0.00	\$1,200,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200,950.00	
	Water Project 11: Water Group D Capital Improvements - Construct	\$2,540,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,540,000.00	\$0.00	\$0.00	\$2,540,000.00	
	Water Project 3: Construct New Elevated Water Storage Tank and Associated Distribution Lines	\$3,871,975.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,871,975.00	\$3,871,975.00	
	WW Project 5: Sewer Group F Line Improvements - Construct	\$625,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$625,000.00	\$0.00	\$0.00	\$625,000.00	
	Target V465D Street Saw-2005 (672S)	\$56,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,345.00
		\$9,648,270.00	\$150,000.00	\$200,000.00	\$0.00	\$1,800,950.00	\$460,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,165,000.00	\$0.00	\$3,871,975.00	\$9,648,270.00	
UNF	Bedford Road Bridge	\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Jackson Road Bridge	\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Queensbury Way Bridge	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Flood Gates Upgrade	\$365,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Bedford Road Bridge at Little Bear	\$2,100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Bransford Creek	\$2,080,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Glade Road Bridge at Trib LB2	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Glade Road Culverts at Bluebonnet Creek	\$536,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Heritage Avenue at Little Bear	\$2,800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Jackson Creek Drainage Improvements	\$2,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Jackson Road Bridge	\$3,400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	John McCain Box Culvert at White Chapel Creek West	\$250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Oak Knoll Bridge	\$2,700,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Pleasant Run Road Bridge at Big Bear	\$3,800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Update Stormwater Master Plan	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Service Center - Construction	\$4,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Fire Station 1 Repairs	\$107,716.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Fire Station 2 Repairs	\$66,898.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Fire Station 3 Repairs	\$65,457.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Justice Center - Roof Replacement	\$139,838.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	City Hall/Library - HVAC Replacement	\$273,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	City Hall - Boiler Replacement	\$107,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Library Fountain Repair	\$70,447.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	City Hall - Carpet and VCT Tile	\$102,443.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Library - Carpet and VCT Tile	\$98,055.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Justice Center - Carpet and VCT Tile	\$88,052.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Folding Doors- Fire Station #3	\$44,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Acuff Lane - Rehabilitation	\$115,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Bedford Court - Rehabilitation	\$149,209.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Behrens - Rehabilitation	\$392,196.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Bettinger Drive- Rehabilitation	\$378,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Beverly Drive- Rehabilitation	\$222,098.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Bill Simmons Rd - Rehabilitation	\$269,867.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Black Drive - Rehabilitation	\$174,987.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Bluebonnet Drive - Rehabilitation	\$323,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Brook Meadows Addition	\$404,444.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Caldwell Hughes Road - Rehabilitation	\$115,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Cedar Court - Rehabilitation	\$209,964.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Cheek-Sparger Road (SH26 to Heritage - Less Brown to Bedford)	\$1,698,222.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Community Home Addition - Rehabilitation	\$262,222.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Cooks Lane- Rehabilitation	\$61,653.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Cutter Ridge Court - Rehabilitation	\$48,695.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Fairway Addition - Rehabilitation	\$351,111.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Felps Court - Rehabilitation	\$32,853.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Felps Drive - Rehabilitation	\$223,289.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Ford Drive - Rehabilitation	\$22,276.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Garry Lynne Drive - Rehabilitation	\$203,813.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Glade Road Reconstruction (Phase 4 - West City Limits to Bransford Road)	\$4,737,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Glade Road ROW (Phase 4 - West City Limits to Bransford Road)	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Hidden Acres Subdivision - Rehabilitation	\$280,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Highland Acres Subdivision - Rehabilitation	\$806,222.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Hunter Lane - Rehabilitation	\$130,427.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jo Carol Lane- Rehabilitation	\$97,413.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Jo Will Street- Rehabilitation	\$186,453.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
John McCain (Monticello Pkwy to Pleasant Run Rd) - Rehabilitation	\$151,111.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
John McCain (Williamsburg Court. to Monticello Pkwy) - Rehabilitation	\$302,222.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Leta Lane - Rehabilitation	\$179,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Lloyd Circle - Rehabilitation	\$105,964.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Maranatha Court - Rehabilitation	\$4,191.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Oak Knoll Court - Rehabilitation	\$105,618.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Oak Knoll Drive - Rehabilitation	\$871,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Oak Timbers Court - Rehabilitation	\$148,836.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Old Glade Road - Rehabilitation	\$70,667.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.	

Exhibit "A"

Project Year	Title	Total Project Cost	CEDC (Parks, Trails & Libraries)		COG/TxDOT County	FWHA/TxDOT	General Fund	Other, City Funds	Perimeter Street Fees	Roadway Impact Service Area 1 (East of SH 26)	Roadway Impact Service Area 2 (West of SH 26)	TIF	Tomorrow Fund	Utility Fund	Wastewater Impact Fees	Water Impact Fees	Total Funding
	Renfro Rd - Rehabilitation	\$169,476.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Ross Downs Estates - Rehabilitation	\$4,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Saddlebrook Addition - Rehabilitation	\$667,333.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Sand Oak Acres Addition - Rehabilitation	\$864,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Shelton - Rehabilitation	\$288,293.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Stafford Heights Subdivision - Rehabilitation	\$542,222.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Stone Creek Estates - Rehabilitation	\$63,556.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Suellen Circle - Rehabilitation	\$44,373.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Tara Plantation Addition - Rehabilitation	\$495,444.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Thompson Terrace - Rehabilitation	\$167,378.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Van Oaks Drive - Rehabilitation	\$126,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Waller Lane - Rehabilitation	\$81,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Wayne Drive - Rehabilitation	\$160,276.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Western Trails Subdivision - Rehabilitation	\$1,200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Woodland Hills Subdivision - Rehabilitation	\$1,295,667.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Woodbriar, Quail Creek Estates - Rehabilitate	\$1,984,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Sunrise Terrace/Brighton Oaks - Rehabilitate	\$1,730,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 12: Water Group F Capital Improvements - CONSTRUCT	\$2,417,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 12: Water Group F Capital Improvements - DESIGN	\$363,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 13: Water Group L Capital Improvements - CONSTRUCT	\$1,426,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 13: Water Group L Capital Improvements - DESIGN	\$214,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 14: Water Group I Capital Improvements - CONSTRUCT	\$1,470,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 14: Water Group I Capital Improvements - DESIGN	\$220,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 15: Water Group G Capital Improvements	\$5,389,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 16: Water Group H Capital Improvements	\$2,264,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 17: Water Group J Capital Improvements	\$1,404,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 18: Water Group K Capital Improvements	\$8,158,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 19: Water Group M Capital Improvements	\$4,094,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 20: Water Group W Capital Improvements	\$1,477,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 21: Water Group X Capital Improvements	\$646,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 22: Water Group C Capital Improvements	\$1,225,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 23: Water Group Q Capital Improvements	\$1,827,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 24: Water Group N Capital Improvements	\$2,567,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 25: Water Group R Capital Improvements	\$1,211,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 26: Water Group S Capital Improvements	\$176,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Water Project 27: Water Group T Capital Improvements	\$4,570,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	WW Project 10: Sewer Group P Improvements	\$710,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	WW Project 11: Sewer Group Q Improvements	\$277,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	WW Project 12: Sewer Group R Improvements	\$415,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	WW Project 13: Sewer Group E Line Improvements	\$1,407,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	WW Project 14: Sewer Group V Improvements	\$3,304,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	WW Project 15: Sewer Group D Line Improvements	\$758,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	WW Project 16: Sewer Group S Improvements	\$1,416,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	WW Project 17: Sewer Group W Improvements	\$3,946,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	WW Project 6: Sewer Group A Line Improvements	\$800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	WW Project 7: Sewer Group T Line Improvements	\$790,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	WW Project 8: Sewer Group G Line Improvements	\$412,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	WW Project 9: Sewer Group U Improvements	\$2,936,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	F750 Single Axle Dump-2007 (896)	\$84,761.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$116,096,059.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$191,832,669.00	\$1,320,000.00	\$16,648,251.00	\$14,930,647.00	\$10,053,551.00	\$1,339,536.00	\$611,634.00	\$604,471.00	\$49,784.00	\$13,826,860.00	\$394,700.00	\$10,989,200.00	\$134,000.00	\$4,833,975.00	\$75,736,610.00	



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6b

Agenda Date 09/15/2015

Number Resolution R-15-3908

Type Resolution

Department City Secretary

Title

Consideration of appointments to the Colleyville Economic Development Corporation

Strategy Map Connection

B4- Cultivate a culture of transparency and consistent communication

Explanation

Reading and Public Hearing

There are three (3) positions on the Colleyville Economic Development Corporation Board whose terms expire September 2015. The positions were advertised and applications accepted July 1 through August 28, 2015. The incumbents were notified their term was expiring, and asked to submit an application if they wished to be considered for reappointment.

This resolution provides for City Council to consider appointments to the Colleyville Economic Development Corporation whose terms will expire September 2017.

The following Board member's term expire September 2015.

· Mark Davidson · Bradley Shields · Mark Slosson

The applicants are listed below and the applications are attached.

· Linda Barton · George Bond · Mark Davidson
· Amy Dowell · Jason Elms · Adrian Esquivel
· Aleisha Gravit · Shannon Holmes · Joan Roberts
· Bradley Shields · Mark Slosson

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Colleyville Economic Development Corporation roster

2. Colleyville Economic Development Corporation applications
3. Resolution R-15-3908

COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION

PRESIDENT

Carol Wollin
4600 Dartmoore Lane
Colleyville, TX 76034
H: (817) 281-3058
cwollin@colleyville.com
TERM: Jun 2013 - May 2016

VICE PRESIDENT

Mike Taylor
5209 Coventry Place
Colleyville, TX 76034
H: (817) 267-5407
mtaylor@colleyville.com
TERM: June 2015 - May 2016

DIRECTOR

Mark Davidson
4708 Behrens Road
Colleyville, TX 76034
W: (469) 417-9995
mdavidson@mdcomre.com
TERM: Sep 2013 - Sep 2015

DIRECTOR

David Kelly
905 Inwood Lane
Colleyville, TX 76034
H: (817) 656-1862
dkelly@colleyville.com
TERM: Jun 2013 - May 2016

DIRECTOR

Chuck Mogged
3002 Edgewood Lane
Colleyville, TX 76034
H: (817) 454-7111
cmogged@colleyville.com
TERM: June 2015 – May 2016

DIRECTOR

Bradley Shields
206 Mill Wood Court
Colleyville, TX 76034
W: (214) 647-3572
H: (817) 829-4994
bshields129@gmail.com
TERM: Sep 2013 - Sep 2015

DIRECTOR

Mark Slosson
2407 Poplar Court
W: (214) 557-1082
H: (817) 455-6900
slosson@verizon.net
TERM: Sep 2013 - Sep 2015

FINANCE MANAGER

Karen Hines
100 Main Street
Colleyville, TX 76034
khines@colleyville.com

GENERAL MANAGER

Jennifer Fadden
100 Main Street
Colleyville, TX 76034
jfadden@colleyville.com

SECRETARY

Amy Shelley
100 Main Street
Colleyville, TX 76034
ashelley@colleyville.com

Application for Appointment For City Council appointed Boards, Commissions, and Committees

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130 or download the Financial Disclosure form here.

Board, Commission, or Committee: (only those with current openings)

Please write-in your preference of (up to three) board(s), commission(s), or committee(s), for which you would like to be considered.

1. Metroport Teen Court Advisory Board
2. Colleyville Library Board
- ✓ 3. Colleyville Economic Development Corporation

Name: ☒ Ms. ☐ Mrs. ☐ Mr. Linda Barton

Address: 6500 Talbot Trail, Colleyville, TX 76034

Home Phone: cell-925-548-1435 Work Phone: _____

- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.
- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.

E-mail Address: linda.barton@me.com Fax: _____

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

I recently served on the Colleyville Special Events Committee. This committee has been dissolved but I still have a strong interest in serving my community. As a retired City Manager I have extensive experience in the work of each of these commissions. In my most recent City, Livermore, CA we participated with a regional Teen Court. The Library has been a key asset in each community I have served. In Livermore we built a new, state of the art library during my tenure. Economic Development in Livermore consisted of renovation of the Historic Downtown and attraction of a City service and experience, civic organizations, interest: ☐ Additional materials attached.

Regional Outlet Mall. Both of these fulfilled needs expressed by the community in bi-annual citizen surveys.
I have served as City Manager in cities in six states including Bedford TX. This has provided me with broad experience and the opportunity to work with the community in a variety of ways.
Signature: Linda Barton Date: 7/28/15

Once positions have been filled, you must reapply for future openings.
All information provided is public pursuant to the Texas Public Information Act.

Please return completed application to:

City Secretary, 100 Main Street, Colleyville, TX 76034, Office: 817.503.1130 Fax: 817.503.1139
cloven@colleyville.com or ashellev@colleyville.com



Application for Appointment for City Council Boards, Commissions, and Committees

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130, or download the Financial Disclosure form here.

Board, Commission, or Committee: (only those with current openings)

- ✓ 1. Colleyville Economic Development Corporation

If you are willing to be considered for another board, commission, or committee, please list below.

2. Planning and Zoning Commission

3. Historical Preservation Committee

Name: ☐ Ms. ☐ Mrs. ☒ Mr. George Bond

Address: 3104 St. Albans Circle, Colleyville, TX 76034

Home phone: 817-313-2222

Work phone: 817-332-9041

E-mail Address: bondgeorge81@yahoo.com

- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.
- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

I have over a decade of management experience and have a strong background in zoning, best land use practices and real property law that I know can be used to serve the city of Colleyville. I graduated from Texas Tech University with a degree in Petroleum Land Management and am currently Land Manager and Operations Manager for a successful E&P company located in Fort Worth, Texas. I hold an Easement and Right of Way license with the Texas Real Estate Commission as well as holding a CPL certification through the American Association of Professional Landmen.

☐ Check if additional materials are attached. Other information (City/civic service, interests):

My family recently moved to Colleyville and we decided from the start that we want to get involved. We enjoy sports and the outdoors and have had a great experience meeting our new neighbors. We are currently members of the St. John's Greek Orthodox Church in Euless, Texas. Being big readers, we quickly became members of the Colleyville Public Library.

Signature: 

Date: 8/19/2015

Once positions are appointed, you must reapply for future openings. All information provided is public pursuant to the Texas Public Information Act. If additional information is required, please call 817.503.1130. Please return completed application to the Office of the City Secretary:

Email: cloven@colleyville.com or ashelley@colleyville.com **Fax:** 817.503.1139

Mail: City Secretary, 100 Main Street, Colleyville, TX 76034

INFORMATION STATEMENT**Form 1**

		TOTAL NUMBER OF PAGES FILED:
		OFFICE USE ONLY
1 NAME	Title, First, MI Mr. George, L. Nick Name, Last, Suffix Bond	Date Received
2 ADDRESS	Address/City/State/Zip 3104 St. Albans Circle Colleyville, TX 76034	
3 TELEPHONE NUMBER	Area Code, Phone Number, Extension 817-313-2222	
4 REASON FOR FILING STATEMENT	☐ CANDIDATE _____ (INDICATE OFFICE) ☐ ELECTED OFFICIAL _____ (INDICATE OFFICE) ☐ ZONING BOARD OF ADJUSTMENT (APPLICANT OR APPOINTEE) _____ ☒ PLANNING AND ZONING COMMISSION (APPLICANT OR APPOINTEE) <u>Applicant</u> ☐ TWO (2) BUSINESS DAYS FOLLOWING THE CLOSING OF FILING FOR ELECTIVE OFFICE OR APPOINTMENT ☐ SUPPLEMENTAL DISCLOSURE FILED WITHIN FIVE (5) DAYS OF AN OCCURRENCE IN PREVIOUSLY FILED FORMS	
5 Provide information for spouse and dependent children whose financial activity the filer had actual control over during the filing period. In addition, the source of annual income of the spouse shall be provided, as subject to federal election reporting requirements for a spouse: SPOUSE <u>Tina E. Bond</u> DEPENDENT CHILD 1. <u>George Loran Bond III</u> 2. _____ 3. _____ In Parts 1-4, disclose your financial activity during the 12 months proceeding the date of filing. In Part 5, disclose not only your own financial activity, but also that of your spouse and/or dependent child or children, if you had actual control over that person's financial activity.		
COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY		

INITIAL HERE: LBDATE: 8/19/2015

SOURCES OF OCCUPATIONAL INCOME**Form 2**

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

1 INFORMATION RELATES TO
☒ FILER ☐ SPOUSE ☐ DEPENDENT CHILD # ____
2 EMPLOYMENT

NAME AND ADDRESS OF EMPLOYER/POSITION HELD

Western Production Company - Land Manager and Operation

☒ EMPLOYED BY ANOTHER

NATURE OF OCCUPATION/NAME AND ADDRESS/POSITION HELD

All land and operation related functions/Western Production Company, 801 Cherry Street, Suite 2320, Unit #39, Fort Worth, TX 76102/ Land Manager and Operations Manager.

☐ SELF EMPLOYED
INFORMATION RELATES TO
☐ FILER ☒ SPOUSE ☐ DEPENDENT CHILD # ____
EMPLOYMENT

NAME AND ADDRESS OF EMPLOYER/POSITION HELD

Goff Capital Partners, Fort Worth - Treasury Manager

☒ EMPLOYED BY ANOTHER

NATURE OF OCCUPATION/NAME AND ADDRESS/POSITION HELD

Accountant for Private Equity Group - all treasury management functions
500 Commerce Street, Suite 700
Fort Worth, TX 76102

☐ SELF EMPLOYED
INFORMATION RELATES TO
☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD # ____
EMPLOYMENT

NAME AND ADDRESS OF EMPLOYER/POSITION HELD

☐ EMPLOYED BY ANOTHER

NATURE OF OCCUPATION/NAME AND ADDRESS/POSITION HELD

☐ SELF EMPLOYED
COPY AND ATTACH ADDITIONAL PAGES AS NECESSARYINITIAL HERE: GBDATE: 8/14/2015

INTERESTS IN REAL PROPERTY**Form 3**

Describe all beneficial interests in real property held or acquired by you, your spouse, or a dependent child during the calendar year within the map attached as Exhibit "A" in Ordinance O-13-1896.

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

1 HELD OR ACQUIRED BY	☒ FILER ☒ SPOUSE ☐ DEPENDENT CHILD # _____
2 DESCRIPTION	Lot <u>9</u> City <u>Colleyville</u> Block <u>4</u> County <u>Tarrant</u> Subdivision <u>Woodland Hills</u> Ad Valorem Tax Account Number <u>04961110</u> Acre(s) and Tract <u>.3516</u>
3 STREET ADDRESS ☐ NOT APPLICABLE	STREET ADDRESS, INCLUDING CITY, COUNTY, AND STATE 3104 St Albans Circle, Colleyville, Tarrant, Texas
4 NAME ☒ INDIVIDUAL ☐ BUSINESS	LIST THE NAMES AND ADDRESSES OF OTHER PERSONS OR BUSINESS ENTITIES WHICH OWN AN INTEREST IN THE REAL PROPERTY Tine E. Bond (spouse)
1 HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD # _____
2 DESCRIPTION	Lot _____ City _____ Block _____ County _____ Subdivision _____ Ad Valorem Tax Account Number _____ Acre(s) and Tract _____
3 STREET ADDRESS ☐ NOT APPLICABLE	STREET ADDRESS, INCLUDING CITY, COUNTY, AND STATE
4 NAME ☐ INDIVIDUAL ☐ BUSINESS	LIST THE NAMES AND ADDRESSES OF OTHER PERSONS OR BUSINESS ENTITIES WHICH OWN AN INTEREST IN THE REAL PROPERTY

COPY AND ATTACH ADDITIONAL PAGES AS NECESSARYINITIAL HERE: ABDATE: 8/19/15

GIFTS**Form 4**

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

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

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

COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY

INITIAL HERE: ABDATE: 8/19/15

BOARDS AND EXECUTIVE POSITIONS**Form 5**

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

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

¹ POSITION HELD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD # ____
² ORGANIZATION ☐ NON PROFIT ☐ CHARITABLE ASSOC. ☐ BUSINESS ASSOC.	ADDRESS
³ POSITION HELD	
¹ POSITION HELD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD # ____
² ORGANIZATION ☐ NON PROFIT ☐ CHARITABLE ASSOC. ☐ BUSINESS ASSOC.	ADDRESS
³ POSITION HELD	
¹ POSITION HELD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD # ____
² ORGANIZATION ☐ NON PROFIT ☐ CHARITABLE ASSOC. ☐ BUSINESS ASSOC.	
³ POSITION HELD	
COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY	

INITIAL HERE:

DATE:

BANKRUPTCIES**Form 6**

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

¹ TYPE OF BANKRUPTCY
☐ PERSONAL ☐ BUSINESS ☐ N/A ☐ NONE

NAME _____

² CHAPTER
☐ 7 ☐ 11 ☐ 13
³ IF CHAPTER 7 DID YOU RECEIVE A DISCHARGE?
☐ YES ☐ NO
⁴ IF CHAPTER 11 OR 13 DID YOU COMPLETE A SUCCESSFUL REORGANIZATION?
☐ YES ☐ NO
Misdemeanor Involving Moral Turpitude and Felonies

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

¹ NAME
☐ PERSONAL ☐ BUSINESS

Business or Entity Charged _____

² TYPE OF INDICTMENT or INFORMATION**³ NATURE OF OFFENSE**

DESCRIPTION

⁴ DISPOSITION OF INDICTMENT or INFORMATION**COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY**INITIAL HERE: 213 DATE: 8/19/15

**INTERESTS IN PARTNERSHIPS,
JOINT VENTURES, AND OTHER
BUSINESS ASSOCIATIONS****Form 7**

Describe all interests in business entities held or acquired by you or those under your financial control. For an explanation of "Beneficial Interest" and other specific directors for completing this section, see INSTRUCTION GUIDE.

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

¹ HELD OR ACQUIRED BY	☒ FILER ☒ SPOUSE ☐ DEPENDENT CHILD # ____
² DESCRIPTION	NAME AND ADDRESS Cuerno Largo Partners, LP 500 Commerce Street, Suite 700 Fort Worth, TX 76102
³ NATURE OF BUSINESS	LP Interest, investment partnership
¹ HELD OR ACQUIRED BY	☒ FILER ☒ SPOUSE ☐ DEPENDENT CHILD # ____
² DESCRIPTION	NAME AND ADDRESS GCP-3, LP 500 Commerce Street, Suite 700 Fort Worth, TX 76102
³ NATURE OF BUSINESS	LP interest, real estate
¹ HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD # ____
² DESCRIPTION	NAME AND ADDRESS
³ NATURE OF BUSINESS	
COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY	

INITIAL HERE: DATE: 

PERSONAL FINANCIAL STATEMENT

Form 8

AFFIDAVIT

Financial Disclosure and Business Conflict of Interest Forms are required to be verified. The verification page must have the signature of the individual filing the Financial Disclosure and Business Conflict of Interest Forms, as well as the signature and seal of a notary public. Without proper verification the statement is not considered filed. Falsification of information is subject to criminal prosecution under state penal code.

Before me, the undersigned authority, personally appeared:

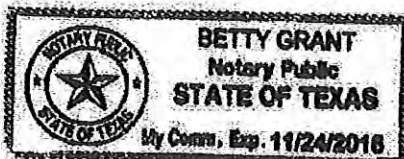
George L. Bond who, after being duly sworn upon their oath and deposed and stated as follows:

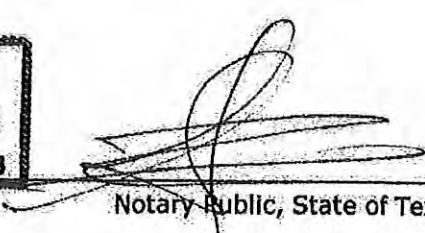
"My name is George L. Bond and I hereby submit for filing the attached Financial Disclosure and Business Conflict of Interest forms. I have personal knowledge of all information contained in said forms and all information contained in the forms is true and correct."

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


Affiant

Sworn to and subscribed before me, this the 19 day of August, 20 15




Notary Public, State of Texas

INITIAL HERE: GB

DATE: 8/19/15



Application for Appointment for City Council Boards, Commissions, and Committees

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130, or download the Financial Disclosure form here.

Board, Commission, or Committee: (only those with current openings)

1. Colleyville Economic Development Corporation

If you are willing to be considered for another board, commission, or committee, please list below.

2. Click here for drop down menu

3. Click here for drop down menu

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Mark Davidson

Address: 4708 Behrens Road, Colleyville, TX 76034

Home phone: None

Work phone: 469-417-9995

E-mail Address: mdavidson@mdcomre.com

- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.
- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

BA from Texas Tech, Texas Real Estate License since 1988, Broker's license since 2008, Focuses on commercial transactions, primarily in Dallas, Owner: MD Commercial Real Estate, completed over 800 commercial transactions. Built a house on Behrens Road almost 20 years ago and lived there ever since.

Currently serving on the CEDC Board.

☐ Check if additional materials are attached. Other information (City/civic service, interests):

Signature: *Mark Davidson*

Date: 8/25/15

Once positions are appointed, you must reapply for future openings. All information provided is public pursuant to the Texas Public Information Act. If additional information is required, please call 817.503.1130. Please return completed application to the Office of the City Secretary:

Email: cloven@colleyville.com or ashelley@colleyville.com **Fax:** 817.503.1139

Mail: City Secretary, 100 Main Street, Colleyville, TX 76034



Application for Appointment for City Council Boards, Commissions, and Committees

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Board, Commission, or Committee: (only those with current openings)

- ✓ 1. Colleyville Economic Development Corporation

If you are willing to be considered for another board, commission, or committee, please list below.

2. Metroport Teen Court Advisory Board
3. Senior Center Advisory Committee

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Amy Dowell

Address: 1816 Avondale Dr. Colleyville, Texas 76034

Home phone: 817.358.0499

Work phone: 817.424.3382

E-mail Address: amydowell@mac.com

- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.
☒ I understand attendance and active support is required for each appointee.
☒ I understand I will be required to comply with the Texas Open Meetings Act training.
☒ I understand I will be required to bring my own device to meetings to view packet information.

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

My professional work experience with banking and finance would be beneficial to the committee, as well as my passion for seeing the city expand and grow in a thriving environment. I served several years on the Colleyville Library board as well as currently volunteer at the Senior Center.

☐ Check if additional materials are attached. Other information (City/civic service, interests):

Colleyville Library Board, Colleyville Senior Center, Colleyville Woman's Club, Colleyville Elementary PTA Board.

Signature: *Amy Dowell*

Date: 8/4/15

Once positions are appointed, you must reapply for future openings. All information provided is public pursuant to the Texas Public Information Act. If additional information is required, please call 817.503.1130. Please return completed application to the Office of the City Secretary:

Email: cloven@colleyville.com or ashelley@colleyville.com **Fax:** 817.503.1139

Mail: City Secretary, 100 Main Street, Colleyville, TX 76034

Application for Appointment For City Council appointed Boards, Commissions, and Committees

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Board, Commission, or Committee: (only those with current openings)

Please write-in your preference of (up to three) board(s), commission(s), or committee(s), for which you would like to be considered.

1. Planning and Zoning Commission
- ✓ 2. Colleyville Economic Development Corporation Board (CEDC)
3. Zoning Board of Adjustments

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Jason R. Elms

Address: 801 Shelton Drive

Home Phone: 817-808-7275

Work Phone: 214-661-1802

- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.
- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.

E-mail Address: jason@allengroup.com Fax: 214-661-1850

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

Professional Engineer (TX No. 90922) with 18 years of experience in land development including master planning and zoning of +/- 8,000 acres in the DFW area; extensive Public-Private Partnership experience using tax-increment financing and Chapter 380 agreements; experience gained on ZBA / SBA for the last 3 years; Grapevine High School (1992); Texas A&M University (1997)

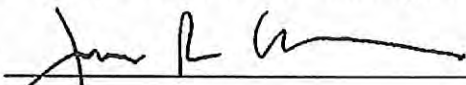
City service and experience, civic organizations, interest: ☐ Additional materials attached.

City of Colleyville ZBA / SBA: September 2012 to Present

Colleyville Baseball Association Board of Directors: January 2012 to Present

Youth Sports Coach (baseball, softball, soccer, basketball, football): August 2010 to Present

Interesting Fact: A picture of me trail running at Colleyville Nature Center is on the city website

Signature: 

Date: 8.11.15

**Once positions have been filled, you must reapply for future openings.
All information provided is public pursuant to the Texas Public Information Act.**

Please return completed application to:
City Secretary, 100 Main Street, Colleyville, TX 76034, Office: 817.503.1130 Fax: 817.503.1139
cloven@colleyville.com or ashelley@colleyville.com

Application for Appointment For City Council appointed Boards, Commissions, and Committees

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Board, Commission, or Committee: (only those with current openings)

Please write-in your preference of (up to three) board(s), commission(s), or committee(s), for which you would like to be considered.

1. PARKS AND RECREATION ADVISORY BOARD
- ✓ 2. COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION
3. _____

Name: ☒ Ms. ☐ Mrs. ☐ Mr. ADRIAN ESQUIVEL

Address: 304 OAK VALLEY DR

Home Phone: 817-905-2356 Work Phone: _____

- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.
- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.

E-mail Address: adresquivel11@gmail.com Fax: _____

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

Active board member on my firms Hispanic American Employee Resource Group

City service and experience, civic organizations, interest: ☐ Additional materials attached.

Signature: Adrian Esquivel Date: 08/24/2015

**Once positions have been filled, you must reapply for future openings.
All information provided is public pursuant to the Texas Public Information Act.**

**Please return completed application to:
City Secretary, 100 Main Street, Colleyville, TX 76034, Office: 817.503.1130 Fax: 817.503.1139
cloven@colleyville.com or ashelley@colleyville.com**



Application for Appointment for City Council Boards, Commissions, and Committees

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130, or download the Financial Disclosure form here.

Board, Commission, or Committee: (only those with current openings)

- ✓ 1. Colleyville Economic Development Corporation

If you are willing to be considered for another board, commission, or committee, please list below.

2. Metroport Teen Court Advisory Board
3. Planning and Zoning Commission

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Aleisha Gravit

Address: 2608 Independence Road

Home phone: 817.421.9418

Work phone: 214.969.4200

E-mail Address: aleishagravit@yahoo.com

- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.
☒ I understand attendance and active support is required for each appointee.
☒ I understand I will be required to comply with the Texas Open Meetings Act training.
☒ I understand I will be required to bring my own device to meetings to view packet information.

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

I have attached my resume that details my experience. I am new to the area, having just relocated from Washington DC, and am eager to get involved in the Community. I have significant experience with strategic planning and board/committee work. I like working as a team and have a collaborative leadership style.

☒ Check if additional materials are attached. Other information (City/civic service, interests):

Signature: *Aleisha Gravit*

Date: 7/8/15

Once positions are appointed, you must reapply for future openings. All information provided is public pursuant to the Texas Public Information Act. If additional information is required, please call 817.503.1130. Please return completed application to the Office of the City Secretary:

Email: cloven@colleyville.com or ashelley@colleyville.com **Fax:** 817.503.1139

Mail: City Secretary, 100 Main Street, Colleyville, TX 76034

Aleisha Gravit

2608 Independence Road
Colleyville, Texas 76034

817-421-9418-Home
202-538-1360-Mobile

Chief Marketing and Business Development Officer

With expertise in:

Strategic Planning / Communications / Infrastructure

Exceptionally creative with intense work ethic and drive

Equal blend of strategist and hands-on leadership

Expert strategic and business planning skills

- Proficient in creating and implementing performance improvements through enhanced technology.
- Demonstrated record of cultivating performance-driven teams that achieve record revenue results.
- Effectively coach and advise lawyers in identifying and capturing profitable business opportunities.
- Optimize firm visibility through effective public relations and conference sponsorship efforts.
- Administer and profitably manage business development and charitable contributions budgets.

CAREER NARRATIVE

AKIN GUMP STRAUSS HAUER & FELD, LLP, Washington, D.C. and Dallas, Texas; 2007–Present

Global Chief Client Services and Marketing Officer

Responsible for the marketing and business development initiatives for the firm and oversight of a 44-person department across the U.S., Europe, Asia, and the Middle East.

- Actively participate strategic planning with the firm leadership and oversee the execution of strategy at the practice and office level.
- Integrate lateral partners across all practices.
- Leading an effort to review how we deliver legal services, including the implementation of strategies to enhance profitability of existing client relationships.
- Developed framework for client feedback initiative and conduct client interviews.
- Member of firm's international strategy committee. Responsible for identifying and executing initiatives for growth.
- Responsibility for all internal and external communications, including 4 in-house communications professionals and two outside agencies.
- Led firm wide rebranding effort including new website and all communications and collateral to support the initiative.
- Championed practice group budget / controls where none existed leading to \$4 million savings based on expense elimination and streamlined approval process.

GIBSON, DUNN & CRUTCHER LLP, Los Angeles, CA; 2000–2007

Global Chief Marketing Officer

Scope of responsibilities included all aspects of public relations, communications, website maintenance, marketing collateral development, and international department of 28 professionals. Served as co-chair of the firm's client development committee.

- Orchestrated targeted business development strategies focused on cross-selling practices and industries, including client teams.
- Spearheaded formal Alumni Relations Program and outreach and managed Alumni Relations initiatives.

GOR SUCH KIRGIS LLP, Denver, CO; 1996–2000

Director of Marketing

Held full accountability for all marketing and business development initiatives encompassing branding, client surveys, budgeting and program development.

- Piloted branding program driving firm’s visibility in the Denver and Rock Mountain regions.
- Conceived and implemented quality services methodology based on client survey responses tied to legal services and client growth.
- Devised and instituted market research and quantitative programs, including marketing, sales, and client satisfaction.
- Created and launched business development plans for practice groups and individual lawyers.

Earlier experience includes **Senior Land Representative** at **Texaco USA**, Denver, CO for 11 years.

EDUCATION

HARVARD LAW SCHOOL, Executive Education
Leadership in Law Firms

UNIVERSITY of PHOENIX
Master of Arts, Organizational Management

UNIVERSITY OF TEXAS, Permian Basin
Bachelor of Arts

PROFESSIONAL AFFILIATIONS

University of Texas Southwestern Hospitals & Clinics, Board of Visitors
2016-2017

Fellow, College of Law Practice Management
Inducted 2015

Legal Marketing Association (3700 member association)
2014, Immediate Past-President; Chair of Governance and Nominations Committee
2013, President
2012, President-Elect
International Board Member, 2010–2012
Annual Conference Co–Chair, 2008
President, Rocky Mountain Chapter, 1998
Chapter President Liaison, 1998

Leukemia & Lymphoma Society
Executive Committee Member, National Capital Area Chapter, 2013-2014

Application for Appointment For City Council appointed Boards, Commissions, and Committees

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Board, Commission, or Committee: (only those with current openings)

Please write-in your preference of (up to three) board(s), commission(s), or committee(s), for which you would like to be considered.

✓ 1. Colleyville Economic Development Corporation

2. Metroport Teen Advisory Board

3. _____

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Shannon Anthony Holmes, Esq.

Address: 6001 Sherston Glen, Colleyville, TX 76034

Home Phone: 817-581-1117

Work Phone: 214-614-8485

- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.
- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.

E-mail Address: shannon@shannonaholmes.com

Fax: 877-517-2579

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

Commercial Banking Experience; Legal Advisor and General Counsel to a wide range of business entities.

Former Prosecutor

City service and experience, civic organizations, interest: ☐ Additional materials attached.
Leadership Beaumont, TX; Local and National Legal/Bar Associations; Various non-profit boards and organizations.

Signature: _____

Date: 8/28/2015

Once positions have been filled, you must reapply for future openings.
All information provided is public pursuant to the Texas Public Information Act.

Please return completed application to:

City Secretary, 100 Main Street, Colleyville, TX 76034, Office: 817.503.1130 Fax: 817.503.1139
cloven@colleyville.com or ashelley@colleyville.com



Application for Appointment for City Council Boards, Commissions, and Committees

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130, or download the Financial Disclosure form here.

Board, Commission, or Committee: (only those with current openings)

✓ 1. Colleyville Economic Development Corporation

If you are willing to be considered for another board, commission, or committee, please list below.

2. Library Board

3. Parks and Recreation Advisory Board

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Joan Roberts

Address: 5105 Overhill Drive; Colleyville

Home phone: 817-571-5721

Work phone:

E-mail Address: joan-r@att.net

- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.
- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

I would bring seasoned leadership skills to any board position. I've led and participated on multidisciplinary teams, led work teams and managed both internal and external senior management relationships to achieve corporate objectives.

For the last several years I have been actively involved in our neighborhood HOA. I currently serve as chairperson of the architectural control committee for Ashmore Homeowners Association. In the past I have served as Vice President and President of the Ashmore Homeowners Association.

☒ **Check if additional materials are attached. Other information (City/civic service, interests):**

I would like to work with city leadership to craft a development plan that maintains our position as one of the healthiest cities in the metroplex and addresses our growth and infrastructure needs as the Colleyville continues to grow.

Signature: *Joan Roberts*

Date: 8/19/15

Once positions are appointed, you must reapply for future openings. All information provided is public pursuant to the Texas Public Information Act. If additional information is required, please call 817.503.1130. Please return completed application to the Office of the City Secretary:

Email: cloven@colleyville.com or ashelley@colleyville.com **Fax:** 817.503.1139

Mail: City Secretary, 100 Main Street, Colleyville, TX 76034

JOAN ROBERTS

Over 20 years of experience in the health care industry. Expertise in negotiation, building strategic relationships with senior management, project and strategic planning, leading teams. A strong clinical background complemented by extensive experience in health care supply chain management, resulting in the unique ability to link clinical demands with business realities.

Experience:

CareFusion, San Diego, California

2009 -2014

Vice President, Strategic Sales

Provided leadership in driving collaborative business and portfolio planning with senior management to achieve business objectives, with emphasis on contracting and sales strategies for two largest CareFusion business units

Developed and executed GPO contracting strategies that incorporated optimal pricing, margin, fees and terms for capital business units

Built and maintained strategic GPO and IDN relationships including relationships with Premier, MedAssets, Amerinet, Tenet Healthcare, Ascension Health, Kaiser Permanente, Baylor Scott and White and Christus Health

Worked closely with sales leadership on IDN account strategy. Met sales/revenue targets on an annual basis

Novation, Irving, TX 1994–2009

Senior Director, Contract Services Medical

2007 to 2009

Led a team of six portfolio executives and three analysts to develop bid strategies and execute contracts for the Medical and Respiratory portfolios. Responsibility for over 200 contracts representing \$3.5 billion in sales and over \$97 million in revenue.

Facilitated relevant member councils and task forces.

Built and maintained strategic supplier relationships.

Met and exceeded sales/revenue targets on an annual basis.

Senior Director, Medical Services

2005 to 2007

Developed and implemented service line strategies for the Medical, Anesthesia/Critical Care and Pediatric service lines. Led contract development activities for bids in these service lines. Coordinated strategies with VHA and UHC alliances.

Director, Medical and Surgical Services

2004 to 2005

Portfolio assessment, strategic and operational planning and implementation of marketing plans for Anesthesia/Critical Care and Pediatric Service lines.

Director, Clinical Solutions

2001 to 2004

Led a team charged with the development of tools to facilitate customer implementation of the Novation contract portfolio. Developed programmatic marketing tools that enhanced contract uptake.

Director, Operations

1998 to 2001

Led the Novation council program to include recruitment of council members, coordination with the alliances.

Account Manager VHA Southwest, Inc.

1994 to 2001

In coordination with supply partners led contract uptake, implementation and penetration for VHA members throughout Texas.

Baylor Health Care System, Dallas, TX

1990–1994

Clinical Manager, Vascular Services

- Managed a 36 bed general vascular surgery unit and a 12 bed surgical intensive care unit. Active in nursing governance and hospital wide multidisciplinary committees.

Mercy Hospital of Pittsburgh, Pittsburgh, PA

1987–1990

Nurse Manager, Cardiac Rehabilitation

- Managed a 45 bed telemetry step down unit for post open heart surgery, thoracic surgery and cardiac patients. Implemented innovative approach to telemetry monitoring. Implemented patient education program for post Open Heart Surgery patients that bridged preoperative education, with at home rehabilitation.

Alleghany General Hospital, Pittsburgh, PA

1984–1987

Nurse Manager 2 North Surgical Intensive Care Unit

- Managed 16 bed thoracic surgery/OHS surgical intensive care unit.

Mount Carmel School of Nursing, Columbus, OH

1978–1984

Clinical Instructor, Senior Medical Surgical Nursing

- Clinical and didactic instruction of third year nursing students. Clinical instruction in ER, Medical and Surgical Intensive Care Units.

Education:

The Ohio State University, Columbus, OH

Master of Science, Nursing

- Graduated *summa cum laude*.

The Ohio State University, Columbus, OH

Bachelor of Science, Nursing

- Graduated *cum laude*.

Interests:

Ongoing clinical interest in critical care nursing.

Active Member of ANAE

Involved in local community theater, neighborhood homeowners association board and local gourmet club



Application for Appointment for City Council Boards, Commissions, and Committees

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Board, Commission, or Committee: (only those with current openings)

1. Colleyville Economic Development Corporation

If you are willing to be considered for another board, commission, or committee, please list below.

2. Click here for drop down menu

3. Click here for drop down menu

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Bradley Shields

Address: 206 Mill Wood Ct 76034

Home phone: 8178294994

Work phone:

E-mail Address: bshields129@gmail.com

- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.
- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

☐ Check if additional materials are attached. Other information (City/civic service, interests):

Signature:

Date:

Once positions are appointed, you must reapply for future openings. All information provided is public pursuant to the Texas Public Information Act. If additional information is required, please call 817.503.1130. Please return completed application to the Office of the City Secretary:

Email: cloven@colleyville.com or ashelley@colleyville.com **Fax:** 817.503.1139

Mail: City Secretary, 100 Main Street, Colleyville, TX 76034



Application for Appointment for City Council Boards, Commissions, and Committees

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Board, Commission, or Committee: (only those with current openings)

1. Colleyville Economic Development Corporation

If you are willing to be considered for another board, commission, or committee, please list below.

2. Click here for drop down menu
3. Click here for drop down menu

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Mark R. Slosson

Address: 2407 Poplar Ct Colleyville TX 76034

Home phone: 817-540-3144

Work phone: 817-455-6900

E-mail Address: slosson@verizon.net

- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.
- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

I have currently be a member of the Colleyville Economic Development Corp. for teh last 6 years and would like to continue to remain on the board.

☐ Check if additional materials are attached. Other information (City/civic service, interests):

Signature: *Mark R. Slosson*

Date: 7/8/15

Once positions are appointed, you must reapply for future openings. All information provided is public pursuant to the Texas Public Information Act. If additional information is required, please call 817.503.1130. Please return completed application to the Office of the City Secretary:

Email: cloven@colleyville.com or ashelley@colleyville.com **Fax:** 817.503.1139

Mail: City Secretary, 100 Main Street, Colleyville, TX 76034

RESOLUTION R-15-3908

A RESOLUTION APPOINTING MEMBERS TO THE
COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS

WHEREAS, three (3) positions on the Colleyville Economic Development Corporation Board of Directors have a term expiring September 2015.

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

Sec. 1. THAT the City Council hereby appoints the following persons to the Colleyville Economic Development Corporation with a term expiring September 2017:

-
-
-

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _____ AYES, _____ NAYS, AND _____ ABSTENTIONS
ON THIS THE 15th DAY OF SEPTEMBER 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

Agenda Number 6c

Agenda Date 09/15/2015

Number Resolution R-15-3909

Type Resolution

Department City Secretary

Title

Consideration of appointments to the Historical Preservation Committee

Strategy Map Connection

B4- Cultivate a culture of transparency and consistent communication

Explanation

Reading and Public Hearing

The terms of five (5) members of the Historical Preservation Committee expire September 2015. The positions were advertised and applications accepted July 1 through August 28, 2015. The incumbents were notified their term was expiring and asked to submit an application, if they wished to be considered for reappointment.

A further vacancy occurred when Nancy Coplen was elected to City Council in May; therefore, this vacancy may be filled during this appointment period, and this term will expire in September 2016.

The following Committee member's term expires September 2015:

- Joe Deupree
- Timothy Kelso
- Jeffrey Moschel
- Gigi Walker
- Gerald Ward

The applicants are listed below, and their applications are attached:

- George Bond
- Joe Deupree
- Timothy Kelso
- Jeffrey Moschel
- Gigi Walker
- Gerald Ward

This resolution provides for City Council to consider the appointments to the Historical Preservation Committee.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Historical Preservation Committee roster
2. Historical Preservation Committee applications
3. Resolution R-15-3909

HISTORICAL PRESERVATION COMMITTEE

Joe Deupree

5101 Montclair Drive
Colleyville, TX 76034

W: (865) 604-7111

H: (817) 283-7002

j.deupree@tx.rr.com

TERM: Sep 2013 - Sep 2015

Marilyn Keith

1112 Riverwalk Court
Colleyville, TX 76034

H: (817) 605-9515

mnkeith@tx.rr.com

TERM: Sep 2014 - Sep 2016

Timothy Mark Kelso

504 Bandit Trail
Colleyville, TX 76034

W: (817) 995-6200

H: (817) 369-4549

timkelso@verizon.net

TERM: Sep 2013 - Sep 2015

Louis C. Miller

7802 Tillman Hill Court
Colleyville, TX 76034

W: (817) 994-6180

H: (817) 577-8546

millerlouis@sbcglobalnet

TERM: Dec 2014 - Sept 2016

Walt Mills

404 Vintage Court
Colleyville, TX 76034

W: (817) 271-0353

H: (817) 271-0353

walt@PhotosByWalt.com

TERM: Sep 2014 - Sep 2016

Jeffrey Moschel

6209 Westcoat Drive
Colleyville, TX 76034

W: (972) 717-2426

H: (817) 577-0220

jeffemoschel@aol.com

TERM: Sep 2014 - Sep 2015

Cynthia Phillips

4204 York Drive
Colleyville, TX 76034

W: (817) 996-4746

H: (817) 571-5622

Cynthia.p.phillips@gmail.com

TERM: Sep 2014 - Sep 2016

Gigi Walker

2620 Meandering Court
Colleyville, TX 76034

W: (214) 761-2449

H: (903) 821-3418

gigi_gerig@neimanmarcus.com

TERM: Sep 2013 - Sept 2015

Gerald Ward

4301 Briar Ridge Drive
Colleyville, TX 76034

W: (817) 281-5600

H: (817) 656-7939

wardarchitecture@sbcglobal.net

TERM: Dec 2013 - Sep 2015

VACANT

TERM: June 2015 - Sep 2016



Application for Appointment for City Council Boards, Commissions, and Committees

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130, or download the Financial Disclosure form [here](#).

Board, Commission, or Committee: (only those with current openings)

1. Colleyville Economic Development Corporation

If you are willing to be considered for another board, commission, or committee, please list below.

2. Planning and Zoning Commission

✓ 3. Historical Preservation Committee

Name: ☐ Ms. ☐ Mrs. ☒ Mr. George Bond

Address: 3104 St. Albans Circle, Colleyville, TX 76034

Home phone: 817-313-2222

Work phone: 817-332-9041

E-mail Address: bondgeorge81@yahoo.com

- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.
- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

I have over a decade of management experience and have a strong background in zoning, best land use practices and real property law that I know can be used to serve the city of Colleyville. I graduated from Texas Tech University with a degree in Petroleum Land Management and am currently Land Manager and Operations Manager for a successful E&P company located in Fort Worth, Texas. I hold an Easement and Right of Way license with the Texas Real Estate Commission as well as holding a CPL certification through the American Association of Professional Landmen.

☐ Check if additional materials are attached. Other information (City/civic service, interests):

My family recently moved to Colleyville and we decided from the start that we want to get involved. We enjoy sports and the outdoors and have had a great experience meeting our new neighbors. We are currently members of the St. John's Greek Orthodox Church in Euless, Texas. Being big readers, we quickly became members of the Colleyville Public Library.

Signature:

Date: 8/19/2015

Once positions are appointed, you must reapply for future openings. All information provided is public pursuant to the Texas Public Information Act. If additional information is required, please call 817.503.1130. Please return completed application to the Office of the City Secretary:

Email: cloven@colleyville.com or ashelley@colleyville.com **Fax:** 817.503.1139

Mail: City Secretary, 100 Main Street, Colleyville, TX 76034

**Application for Appointment
For City Council Appointed Boards, Commissions and Committees**

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available on the City's website at <http://www.colleyville.com/files/Financial%20Disclosure%20form.pdf> or by contact the City Secretary at 817.503.1130.

Board, Commission or Committee: (only those with current openings)

1. Historical Preservation Committee

If you are willing to be considered for a board, commission or committee other than your first choice, please list below.

2. _____
3. _____

Name: _____ Mr. Joe Deupree

Address: _____ 5101 Montclair Drive

Home Telephone: 817.283.7002 Work Telephone: _____

By providing an e-mail address, you are consenting to the release of your e-mail address by the City.

E-mail Address: _____ j.deupree@tx.rr.com Fax: _____

Knowledge, experience or education applicable to Board, Commission or Committee function:

- 1) Multiple years serving on this committee, including serving as chairman
2) Interest in preserving Colleyville's history
3) Ability to contribute ideas, time, and effort on behalf of the committee's goals

Other information: (City service and experience, civic organizations, interest in serving):

_____ Lions Club

_____ Check if additional materials are attached.

Do you understand that attendance and active support is required for each appointee? Yes ✓

Signature: _____ Date: 8/13/15

Once positions have been filled, you must reapply for future openings. All information provided is public pursuant to the Texas Public Information Act. Please return completed application to: City Secretary, 100 Main Street, Colleyville, Texas 76034, Office: 817.503.1130 Fax: 817.503.1139 ashelley@colleyville.com.

Application for Appointment For City Council appointed Boards, Commissions, and Committees

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Board, Commission, or Committee: (only those with current openings)

Please write-in your preference of (up to three) board(s), commission(s), or committee(s), for which you would like to be considered.

1. Historical Preservation Committee

2. _____

3. _____

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Timothy Kelso

Address: 504 Bandit Trail, Colleyville, Texas 76034

Home Phone: 817.369.4549 Work Phone: 817.995.6200

- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.
- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.

E-mail Address: timkelso@verizon.net Fax: 817.369.4549

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

Experience in business development and management. Presently an active member of this committee.

City service and experience, civic organizations, interest: ☐ Additional materials attached.

Signature: Timothy Kelso Date: August 15, 2015

**Once positions have been filled, you must reapply for future openings.
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Please return completed application to:
City Secretary, 100 Main Street, Colleyville, TX 76034, Office: 817.503.1130 Fax: 817.503.1139
cloven@colleyville.com or ashelley@colleyville.com

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Board, Commission, or Committee: (only those with current openings)

Please write-in your preference of (up to three) board(s), commission(s), or committee(s), for which you would like to be considered.

1. Historical Preservation Committee
2. _____
3. _____

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Jeffrey S. Moschel

Address: 6209 Westcoat Drive, Colleyville, Texas 76034

Home Phone: 817.577.0220 Work Phone: 972.717.2426

- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.
- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.

E-mail Address: jeffemoschel@aol.com Fax: _____

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

One year of service on the Historical Preservation Committee
Graduate of The University of Dallas with a B.A. in Fine Arts - 1990

City service and experience, civic organizations, interest: ☐ Additional materials attached.

A desire to preserve, conserve and protect buildings, objects, landscapes or other artifacts of historical significance. Also currently involved in the "Adopt a Street" program for my home street.

Signature: Jeffrey S. Moschel Date: 8/17/15

**Once positions have been filled, you must reapply for future openings.
All information provided is public pursuant to the Texas Public Information Act.**

**Please return completed application to:
City Secretary, 100 Main Street, Colleyville, TX 76034, Office: 817.503.1130 Fax: 817.503.1139
cloven@colleyville.com or ashelley@colleyville.com**



Application for Appointment for City Council Boards, Commissions, and Committees

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130, or download the Financial Disclosure form here.

Board, Commission, or Committee: (only those with current openings)

1. Historical Preservation Committee

If you are willing to be considered for another board, commission, or committee, please list below.

2. Click here for drop down menu

3. Click here for drop down menu

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Gigi Walker

Address: 2620 Meandering Ct.

Home phone: 903-821-3418

Work phone: 214-761-2449

E-mail Address: gigi_gerig@neimanmarcus.com

- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.
- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

Member for 5+ years.

☐ Check if additional materials are attached. Other information (City/civic service, interests):

Signature: *Gisela G. Walker*

Date: 8/10/15

Once positions are appointed, you must reapply for future openings. All information provided is public pursuant to the Texas Public Information Act. If additional information is required, please call 817.503.1130. Please return completed application to the Office of the City Secretary:

Email: cloven@colleyville.com or ashelley@colleyville.com **Fax:** 817.503.1139

Mail: City Secretary, 100 Main Street, Colleyville, TX 76034



Application for Appointment for City Council Boards, Commissions, and Committees

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130, or download the Financial Disclosure form here.

Board, Commission, or Committee: (only those with current openings)

1. Historical Preservation Committee

If you are willing to be considered for another board, commission, or committee, please list below.

2. Click here for drop down menu

3. Click here for drop down menu

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Gerald Ward

Address: 4301 Briar Ridge Drive

Home phone: 817-522-8752

Work phone: 817-281-5600

E-mail Address: gerald@wardarchitecture.net

- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.
- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

current Historic Preservation Committee member

current Architectural Review Commission member

☐ Check if additional materials are attached. Other information (City/civic service, interests):

Signature: *Gerald A Ward*

Date: 8/12/15

Once positions are appointed, you must reapply for future openings. All information provided is public pursuant to the Texas Public Information Act. If additional information is required, please call 817.503.1130. Please return completed application to the Office of the City Secretary:

Email: cloven@colleyville.com or ashelley@colleyville.com **Fax:** 817.503.1139

Mail: City Secretary, 100 Main Street, Colleyville, TX 76034

RESOLUTION R-15-3909

A RESOLUTION APPOINTING MEMBERS TO
THE HISTORICAL PRESERVATION COMMITTEE

WHEREAS, the Historical Preservation Committee has five (5) positions whose terms expire September 2015, and one (1) vacant position whose term expires September 2016.

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

Sec. 1. THAT the City Council hereby appoints the following persons to the Historical Preservation Committee with a term expiring September 2017:

-
-
-
-
-

Sec. 2. THAT the City Council hereby appoints

-

to the Historical Preservation Committee to fill an unexpired term to September 2016:

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS
THIS THE 15TH DAY OF SEPTEMBER 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

Agenda Number 6d

Agenda Date 09/15/2015

Number Resolution R-15-3910

Type Resolution

Department City Secretary

Title

Consideration of appointments to the Library Board

Strategy Map Connection

B4- Cultivate a culture of transparency and consistent communication

Explanation

Reading and Public Hearing

There are five (5) place positions on the Library Board, whose terms expire September 2015. The positions were advertised and applications accepted July 1 through August 28, 2015. The incumbents were notified their term was expiring and asked to submit an application, if they wished to be considered for reappointment.

The following Board member's terms expire September 2015:

- Place 1 - Kay Newton
- Place 5 - Billie Tuttle
- Alternate 2 - Nancy Andrews
- Ex-Officio - Nancy Tuuling
- Place 3 - Thad Bolline
- Alternate 1- Sue Anne Martinez
- Ex-Officio - Cecilia Monacelli

The applicants are listed below, and their applications are attached.

- Nancy Andrews
- Kay Newton
- Linda Barton
- Joan Roberts
- Seanna Billinger
- Billie Tuttle

The Library Board bylaws state the following: *"The Colleyville Library Board shall consist of seven (7) members, who shall be appointed by the City Council for a two (2) year term; provided three (3) members shall be appointed each odd-numbered year and four (4) members must be appointed each even-numbered year. Places on the Board shall be numbered one (1) through seven (7). The Board shall also consist of two (2) alternates serving two-year terms. Alternates shall be numbered Alternate 1 and Alternate 2."*

The Library Board bylaws also provide for the *"President of the Friends of the Colleyville Public Library and the President of the Colleyville Public Library Foundation to serve as ex-officio members of the Library Board, with terms to run concurrent with*

the terms as President of each organization." An excerpt of the Library Board bylaws is attached to this agenda briefing.

Currently, Nancy Tuuling serves as the President of the Friends of the Colleyville Public Library, and Cecilia Monacellias President of the Colleyville Public Library Foundation.

This resolution provides for City Council to consider appointments to the Library Board.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Library Board roster
2. Library Board applications
3. Excerpt of Library Board bylaws
4. Resolution R-15-3910

LIBRARY BOARD

PLACE 1

Kay Newton

6002 Meadowhill
Colleyville, TX 76034
H: (817) 421-0139
gksafig@aol.com
TERM: Sep 2013 - Sep 2015

PLACE 2

Victoria Kennedy-Ziegler

5105 Camelot Drive
Colleyville, TX 76034
W: (972) 571-3719
H: (817) 540-1191
drvkenney@tx.rr.com
TERM: Sep 2014 - Sep 2016

PLACE 3

Thad Bolline

3013 Sherwood Lane
Colleyville, TX 76034
W: (817) 961-5118
H: (817) 685-8864
public.bollini@gmail.com
TERM: Sep 2013 - Sep 2015

PLACE 4

Molly Skinner

309 Chestnut Bend
Colleyville, TX 76034
W: (214) 536-7219
H: (817) 485-7354
mollyskinn@aol.com
TERM: Sep 2014 - Sep 2016

PLACE 5

Billie Tuttle

202 Madison Square
Colleyville, TX 76034
W: (817) 991-1170
H: (817) 581-4188
tuttlebob@sbcglobal.net
TERM: Sep 2013 - Sep 2015

PLACE 6

Vernon Noronha

200 Old Grove Road
Colleyville, TX 76034
W: (214) 840-4255
H: (817) 576-2050
vernon.noronha@gmail.com
TERM: Sep 2014 - Sep 2016

PLACE 7

Charna Gray

3300 Pembroke Parkway South
Colleyville, TX 76034
W: (817) 996-9217
charnagray@live.com
TERM: Sep 2014 - Sep 2016

ALTERNATE 1

Sue Anne Martinez

1816 Maplewood Trail
Colleyville, TX 76034
W: (972) 586-1938
H: (817) 525-5342
sueanne.martinez@aviall.com
TERM: Dec 2013 - Sep 2015

ALTERNATE 2

Nancy Andrews

508 Colleyville Terrace
Colleyville, TX 76034
W: (817) 917-1940
H: (817) 281-5559
nancya@sbcglobal.net
TERM: Dec 2013 - Sep 2015

EX-OFFICIO

Cecilia Monacelli

2504 Meandering Court
Colleyville, TX 76034
H: (817) 571-6210
cecilia@monacelli.net
TERM: Sep 2014 - Sep 2015

EX-OFFICIO

Nancy Tuuling

5101 Indian Trail Court

Colleyville, TX 76034

H: (817) 488-8479

ntuuling@verizon.net

TERM: Sep 2014 - Sep 2015

Application for Appointment For City Council appointed Boards, Commissions, and Committees

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130 or [download the Financial Disclosure form here](#).

Board, Commission, or Committee: (only those with current openings)

Please write-in your preference of (up to three) board(s), commission(s), or committee(s), for which you would like to be considered.

1. Library Board

2. _____

3. _____

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Nancy Andrews

Address: 508 Colleyville Terrace

Home Phone: 817-281-5559 Work Phone: 817-917-1940

- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.
- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.

E-mail Address: nancya@sbcglobal.net Fax: _____

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

I have enjoyed being on the Library board and would like to continue to serve in any way possible.

City service and experience, civic organizations, interest: ☐ Additional materials attached.

I have been on the Colleyville Historical Preservation Committee and serve on the current Library board. I am a local Realtor and enjoy being involved in my community. We built our house here in 1992 and I would never want to live anywhere else!

Signature: Nancy Andrews Date: August 12, 2015

**Once positions have been filled, you must reapply for future openings.
All information provided is public pursuant to the Texas Public Information Act.**

Please return completed application to:
City Secretary, 100 Main Street, Colleyville, TX 76034, Office: 817.503.1130 Fax: 817.503.1139
cloven@colleyville.com or ashelley@colleyville.com

Application for Appointment For City Council appointed Boards, Commissions, and Committees

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Board, Commission, or Committee: (only those with current openings)

Please write-in your preference of (up to three) board(s), commission(s), or committee(s), for which you would like to be considered.

1. Metroport Teen Court Advisory Board
- ✓ 2. Colleyville Library Board
3. Colleyville Economic Development Corporation

Name: ☒ Ms. ☐ Mrs. ☐ Mr. Linda Barton

Address: 6500 Talbot Trail, Colleyville, TX 76034

Home Phone: cell-925-548-1435

Work Phone: _____

- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.
- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.

E-mail Address: linda.barton@me.com

Fax: _____

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

I recently served on the Colleyville Special Events Committee. This committee has been dissolved but I still have a strong interest in serving my community. As a retired City Manager I have extensive experience in the work of each of these commissions. In my most recent City, Livermore, CA we participated with a regional Teen Court. The Library has been a key asset in each community I have served. In Livermore we built a new, state of the art library during my tenure. Economic Development in Livermore consisted of renovation of the Historic Downtown and attraction of a City service and experience, civic organizations, interest: ☐ Additional materials attached.

Regional Outlet Mall. Both of these fulfilled needs expressed by the community in bi-annual citizen surveys. I have served as City Manager in cities in six states including Bedford TX. This has provided me with broad experience and the opportunity to work with the community in a variety of ways.

Signature: Linda Barton

Date: 7/28/15

**Once positions have been filled, you must reapply for future openings.
All information provided is public pursuant to the Texas Public Information Act.**

Please return completed application to:

**City Secretary, 100 Main Street, Colleyville, TX 76034, Office: 817.503.1130 Fax: 817.503.1139
cloven@colleyville.com or ashelley@colleyville.com**

Application for Appointment For City Council appointed Boards, Commissions, and Committees

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130 or download the Financial Disclosure form here.

Board, Commission, or Committee: (only those with current openings)

Please write-in your preference of (up to three) board(s), commission(s), or committee(s), for which you would like to be considered.

1. Library Board
2. _____
3. _____

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Seanna Billinger

Address: 1616 Devon Dr. Colleyville, TX. 76034

Home Phone: 361-728-6309 Work Phone: N/A

- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.
- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.

E-mail Address: seannabillinger@yahoo.com Fax: _____

Knowledge, experience, or education applicable to Board, Commission, or Committee function: Master of Library Science, B.A. in English, Minor in Technical Writing, Elementary School Teacher, Volunteer at local schools, Patron of Colleyville Library

City service and experience, civic organizations, interest: ☐ Additional materials attached.

I am interested in library operations.

Signature: Seanna Billinger Date: 8-24-15

**Once positions have been filled, you must reapply for future openings.
All information provided is public pursuant to the Texas Public Information Act.**

Please return completed application to:

**City Secretary, 100 Main Street, Colleyville, TX 76034, Office: 817.503.1130 Fax: 817.503.1139
cloven@colleyville.com or ashelley@colleyville.com**

Application for Appointment For City Council appointed Boards, Commissions, and Committees

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130 or [download the Financial Disclosure form here](#).

Board, Commission, or Committee: (only those with current openings)

Please write-in your preference of (up to three) board(s), commission(s), or committee(s), for which you would like to be considered.

1. Library Board

2. _____

3. _____

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Kay Newton

Address: 6002 Meadowhill Dr, Colleyville, TX 76034

Home Phone: 817-421-0139 Work Phone: _____

- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.
- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.

E-mail Address: gksafig@aol.com Fax: _____

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

I have been a volunteer at the Library since it's opening and have been and active Friends of the Library member since 1991. I have a Master's in Education and would like to help maintain the high standards our community has set as well as keep it on the cutting edge of technology.

City service and experience, civic organizations, interest: ☐ Additional materials attached.

I have volunteered in the City Manager's office answering phones as well as volunteered at the library in many capacities (track and report volunteer hours, chess club, any programs where extra hands are needed, track and report donations, place bookplates in donated items, etc). As a Friend I help sort and stock donated items for the Friends Sale shelves in the library and have held all the officer positions at least once.

Signature:  Date: 8/12/15

**Once positions have been filled, you must reapply for future openings.
All information provided is public pursuant to the Texas Public Information Act.**

Please return completed application to:

**City Secretary, 100 Main Street, Colleyville, TX 76034, Office: 817.503.1130 Fax: 817.503.1139
cloven@colleyville.com or ashelley@colleyville.com**



Application for Appointment for City Council Boards, Commissions, and Committees

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Board, Commission, or Committee: (only those with current openings)

1. Colleyville Economic Development Corporation

If you are willing to be considered for another board, commission, or committee, please list below.

✓ 2. Library Board

3. Parks and Recreation Advisory Board

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Joan Roberts

Address: 5105 Overhill Drive; Colleyville

Home phone: 817-571-5721

Work phone:

E-mail Address: joan-r@att.net

- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.
- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

I would bring seasoned leadership skills to any board position. I've led and participated on multidisciplinary teams, led work teams and managed both internal and external senior management relationships to achieve corporate objectives.

For the last several years I have been actively involved in our neighborhood HOA. I currently serve as chairperson of the architectural control committee for Ashmore Homeowners Association. In the past I have served as Vice President and President of the Ashmore Homeowners Association.

☒ Check if additional materials are attached. Other information (City/civic service, interests):

I would like to work with city leadership to craft a development plan that maintains our position as one of the healthiest cities in the metroplex and addresses our growth and infrastructure needs as the Colleyville continues to grow.

Signature: *Joan Roberts*

Date: 8/19/15

Once positions are appointed, you must reapply for future openings. All information provided is public pursuant to the Texas Public Information Act. If additional information is required, please call 817.503.1130. Please return completed application to the Office of the City Secretary:

Email: cloven@colleyville.com or ashelley@colleyville.com **Fax:** 817.503.1139

Mail: City Secretary, 100 Main Street, Colleyville, TX 76034

JOAN ROBERTS

Over 20 years of experience in the health care industry. Expertise in negotiation, building strategic relationships with senior management, project and strategic planning, leading teams. A strong clinical background complemented by extensive experience in health care supply chain management, resulting in the unique ability to link clinical demands with business realities.

Experience:

CareFusion, San Diego, California

2009 -2014

Vice President, Strategic Sales

Provided leadership in driving collaborative business and portfolio planning with senior management to achieve business objectives, with emphasis on contracting and sales strategies for two largest CareFusion business units

Developed and executed GPO contracting strategies that incorporated optimal pricing, margin, fees and terms for capital business units

Built and maintained strategic GPO and IDN relationships including relationships with Premier, MedAssets, Amerinet, Tenet Healthcare, Ascension Health, Kaiser Permanente, Baylor Scott and White and Christus Health

Worked closely with sales leadership on IDN account strategy. Met sales/revenue targets on an annual basis

Novation, Irving, TX 1994-2009

Senior Director, Contract Services Medical

2007 to 2009

Led a team of six portfolio executives and three analysts to develop bid strategies and execute contracts for the Medical and Respiratory portfolios. Responsibility for over 200 contracts representing \$3.5 billion in sales and over \$97 million in revenue.

Facilitated relevant member councils and task forces.

Built and maintained strategic supplier relationships.

Met and exceeded sales/revenue targets on an annual basis.

Senior Director, Medical Services

2005 to 2007

Developed and implemented service line strategies for the Medical, Anesthesia/Critical Care and Pediatric service lines. Led contract development activities for bids in these service lines. Coordinated strategies with VHA and UHC alliances.

Director, Medical and Surgical Services

2004 to 2005

Portfolio assessment, strategic and operational planning and implementation of marketing plans for Anesthesia/Critical Care and Pediatric Service lines.

Director, Clinical Solutions

2001 to 2004

Led a team charged with the development of tools to facilitate customer implementation of the Novation contract portfolio. Developed programmatic marketing tools that enhanced contract uptake.

Director, Operations

1998 to 2001

Led the Novation council program to include recruitment of council members, coordination with the alliances.

Account Manager VHA Southwest, Inc.

1994 to 2001

In coordination with supply partners led contract uptake, implementation and penetration for VHA members throughout Texas.

Baylor Health Care System, Dallas, TX

1990-1994

Clinical Manager, Vascular Services

- Managed a 36 bed general vascular surgery unit and a 12 bed surgical intensive care unit. Active in nursing governance and hospital wide multidisciplinary committees.

Mercy Hospital of Pittsburgh, Pittsburgh, PA

1987-1990

Nurse Manager, Cardiac Rehabilitation

- Managed a 45 bed telemetry step down unit for post open heart surgery, thoracic surgery and cardiac patients. Implemented innovative approach to telemetry monitoring. Implemented patient education program for post Open Heart Surgery patients that bridged preoperative education, with at home rehabilitation.

Allegheny General Hospital, Pittsburgh, PA

1984-1987

Nurse Manager 2 North Surgical Intensive Care Unit

- Managed 16 bed thoracic surgery/OHS surgical intensive care unit.

Mount Carmel School of Nursing, Columbus, OH

1978-1984

Clinical Instructor, Senior Medical Surgical Nursing

- Clinical and didactic instruction of third year nursing students. Clinical instruction in ER, Medical and Surgical Intensive Care Units.

Education:

The Ohio State University, Columbus, OH

Master of Science, Nursing

- Graduated *summa cum laude*.

The Ohio State University, Columbus, OH

Bachelor of Science, Nursing

- Graduated *cum laude*.

Interests:

Ongoing clinical interest in critical care nursing.

Active Member of ANAE

Involved in local community theater, neighborhood homeowners association board and local gourmet club

Application for Appointment For City Council Appointed Boards, Commissions, and Committees

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130 and on the City's website at: <http://www.colleyville.com/files/Financial%20Disclosure%20form.pdf>.

Board, Commission, or Committee: (only those with current openings)

Please write-in your preference of (up to three) board(s), commission(s), or committee(s), for which you would like to be considered.

1. Library Board
2. _____
3. _____

☐ Ms. ☒ Mrs. ☐ Mr. Name: Billie Tuttle

Address: 202 Madison Square

Home Phone: 817-581-4168 Work Phone: 817-991-1170

- ☒ I understand attendance and active support is required for each appointee.
☒ I understand I will be required to comply with the Texas Open Meetings Act training.
☒ I understand meeting information is provided electronically only, no paper copies; therefore, I am responsible for providing my own device for viewing of meeting information.
☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.

E-mail Address: tuttlebobe@shglobe.net Fax: _____

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

50 yrs as a school and public Librarian
22 yrs in GCISD as School Librarian

City service and experience, civic organizations, interest: ☐ Additional materials attached.

Signature: Billie J Tuttle Date: 8/28/15

Once positions have been filled, you must reapply for future openings.
All information provided is public pursuant to the Texas Public Information Act.

Please return completed application to:

City Secretary, 100 Main Street, Colleyville, TX 76034, Office: 817.503.1130 Fax: 817.503.1139
cloven@colleyville.com or ashelley@colleyville.com

Excerpt of Library Board Bylaws

COLLEYVILLE LIBRARY BOARD BYLAWS

ARTICLE I – Identification and Purpose

The Colleyville Library Board was established by the City Council of Colleyville, Texas, by Ordinance O-04-1466 on June 15, 2004. The purpose of the Colleyville Library Board is to act as an advisory board to the City Council relating to all nature of library facility planning and programming.

ARTICLE II – Membership

- 2.1 The Colleyville Library Board shall consist of seven (7) members, who shall be appointed by the City Council for a two (2) year term; provided three (3) members shall be appointed each odd-numbered year and four (4) members must be appointed each even-numbered year. Places on the Board shall be numbered one (1) through seven (7). The Board shall also consist of two (2) alternates serving two-year terms. Alternates shall be numbered Alternate 1 and Alternate 2.
- 2.2 Members shall serve without compensation and until their successors are appointed.
- 2.3 Members must be residents of Colleyville, Texas unless City Council waives the residency requirement.
- 2.4 In the event of a vacancy on the Colleyville Library Board, Alternate 1 shall fill the unexpired term and Alternate 2 shall be appointed to serve as Alternate 1. In the event of more than one vacancy on the Board, Alternate 1 and Alternate 2 shall fill the unexpired terms. Applications shall be accepted through the City Secretary's office for the Alternate position(s) and filled by City Council appointment for the length of the unexpired term.
- 2.5 The City Council, if it deems it desirable, may appoint ex-officio members to the Board. Such ex-officio members shall be appointed on an annual basis and the term of office of such ex-officio members shall be one year from the date of appointment. Such ex-officio members shall have no voting authority. In consideration of appointment of ex-officio members to the Board, the President of the Friends of the Colleyville Public Library and the President of the Colleyville Public Library Foundation shall be appointed to serve as ex-officio members with concurrent terms of the Presidents of the Friends of the Colleyville Public Library and the Colleyville Public Library Foundation.

RESOLUTION R-15-3910

A RESOLUTION APPOINTING BOARD MEMBERS
TO THE LIBRARY BOARD

WHEREAS, five (5) positions on the Library Board have expiring terms effective September 2015; and

WHEREAS, Ordinance O-04-1466 provides for City Council to appoint the President of the Friends of the Colleyville Public Library and the President of the Colleyville Public Library Foundation, as ex-officio members with terms concurrent with the terms as President of each organization.

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

Sec. 1. THAT the following persons are hereby appointed to the Library Board, for a two-year term expiring September 2017:

- Place 1
- Place 3
- Place 5
- Alternate 1
- Alternate 2

Sec. 2. THAT the President of the Friends of the Colleyville Public Library and the President of the Colleyville Public Library Foundation will serve as ex-officio members with terms concurrent with their terms on each organization.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _____ AYES, ____ NAYS, AND _____ ABSTENTIONS
ON THIS THE 15TH DAY OF SEPTEMBER 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

Agenda Number 6e
Type Resolution
Department City Secretary

Agenda Date 09/15/2015

Number Resolution R-15-3911

Title

Consideration of appointments to the Metroport Teen Court Advisory Board

Strategy Map Connection

B4- Cultivate a culture of transparency and consistent communication

Explanation

Reading and Public Hearing

There are two (2) positions on the Metroport Teen Court Advisory Board whose terms expire September 2015. The positions were advertised and applications accepted July 1 through August 28, 2015. The incumbents were notified their term was expiring and asked to submit an application, if they wished to be considered for reappointment.

The following Board member's terms expire September 2015:

- Catherine Burton
- Rich Hendler

The applicants are listed below, and their applications are attached:

- Linda Barton
- Amy Dowell
- Aleisha Gravit
- Rich Hendler
- Shannon Holmes
- Kelly Tookey

The Metroport Teen Court Advisory Board bylaws state, "*The Teen Court Advisory Board shall be appointed by the respective governing bodies comprised of three (3) members from each participating city-comprised of one council member and two at large members as each so chooses all of whom are voting members. The term shall be determined by each participating entity in such a manner, if feasible, as to not have an entirely new Teen Court Advisory Board at one time.*" An excerpt of the Metroport Teen Court Advisory Board bylaws is attached to this agenda briefing.

This resolution provides for City Council to consider appointments to the Metroport

Teen Court Advisory Board.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Metroport Teen Court Advisory Board roster
2. Metroport Teen Court Advisory Board applications
3. Excerpt of Metroport Teen Court Advisory Board bylaws
4. Resolution R-15-3911

METROPORT TEEN COURT ADVISORY BOARD

Catherine Burton

615 Terrace Lane
Colleyville, TX 76034
W: (817) 416-0738
H: (214) 793-6306
anchorline@hotmail.com
TERM: Sep 2014 - Sep 2015

Rich Hendler

2100 Highland Meadows
Colleyville, TX 76034
W: (817) 821-0005
rjhendler@dow.com
TERM: Sep 2014 - Sep 2015

Metroport Teen Court Coordinator

Crystal Maddalena

600 State Street, Suite 1000
Southlake, TX 76092
W: (817) 748-8346
cmaddalena@ci.southlake.tx.us

Colleyville City Council Liaison

Mike Taylor

Mayor Pro Tem

5209 Coventry Place
Colleyville, TX 76034
H: (817) 267-5407
mtaylor@colleyville.com

Application for Appointment For City Council appointed Boards, Commissions, and Committees

Planning and Zoning Commission and Zoning Board of Adjustment applicants are required to file Financial Disclosure and Business Conflict of Interest forms two (2) business days after the application deadline. These forms are available by contacting the City Secretary at 817.503.1130 or download the Financial Disclosure form here.

Board, Commission, or Committee: (only those with current openings)

Please write-in your preference of (up to three) board(s), commission(s), or committee(s), for which you would like to be considered.

1. Metroport Teen Court Advisory Board

2. Colleyville Library Board

3. Colleyville Economic Development Corporation

Name: ☒ Ms. ☐ Mrs. ☐ Mr. Linda Barton

Address: 6500 Talbot Trail, Colleyville, TX 76034

Home Phone: cell-925-548-1435

Work Phone: _____

☒ I understand attendance and active support is required for each appointee.

☒ I understand I will be required to comply with the Texas Open Meetings Act training.

☒ I understand I will be required to bring my own device to meetings to view packet information.

☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.

E-mail Address: linda.barton@me.com

Fax: _____

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

I recently served on the Colleyville Special Events Committee. This committee has been dissolved but I still have a strong interest in serving my community. As a retired City Manager I have extensive experience in the work of each of these commissions. In my most recent City, Livermore, CA we participated with a regional Teen Court. The Library has been a key asset in each community I have served. In Livermore we built a new, state of the art library during my tenure. Economic Development in Livermore consisted of renovation of the Historic Downtown and attraction of a City service and experience, civic organizations, interest: ☐ Additional materials attached.

Regional Outlet Mall. Both of these fulfilled needs expressed by the community in bi-annual citizen surveys. I have served as City Manager in cities in six states including Bedford, TX. This has provided me with broad experience and the opportunity to work with the community in a variety of ways.

Signature: Linda Barton

Date: 7/28/15

Once positions have been filled, you must reapply for future openings.
All information provided is public pursuant to the Texas Public Information Act.

Please return completed application to:

City Secretary, 100 Main Street, Colleyville, TX 76034, Office: 817.503.1130 Fax: 817.503.1139
cloven@colleyville.com or ashelley@colleyville.com



Application for Appointment for City Council Boards, Commissions, and Committees

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Board, Commission, or Committee: (only those with current openings)

1. Colleyville Economic Development Corporation

If you are willing to be considered for another board, commission, or committee, please list below.

2. Metroport Teen Court Advisory Board

3. Senior Center Advisory Committee

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Amy Dowell

Address: 1816 Avondale Dr. Colleyville, Texas 76034

Home phone: 817.358.0499

Work phone: 817.424.3382

E-mail Address: amydowell@mac.com

- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.
- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

My professional work experience with banking and finance would be beneficial to the committee, as well as my passion for seeing the city expand and grow in a thriving environment. I served several years on the Colleyville Library board as well as currently volunteer at the Senior Center.

☐ Check if additional materials are attached. Other information (City/civic service, interests):

Colleyville Library Board, Colleyville Senior Center, Colleyville Woman's Club, Colleyville Elementary PTA Board.

Signature: *Amy Dowell*

Date: 8/4/15

Once positions are appointed, you must reapply for future openings. All information provided is public pursuant to the Texas Public Information Act. If additional information is required, please call 817.503.1130. Please return completed application to the Office of the City Secretary:

Email: cloven@colleyville.com or ashelley@colleyville.com **Fax:** 817.503.1139

Mail: City Secretary, 100 Main Street, Colleyville, TX 76034



Application for Appointment for City Council Boards, Commissions, and Committees

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Board, Commission, or Committee: (only those with current openings)

1. Colleyville Economic Development Corporation

If you are willing to be considered for another board, commission, or committee, please list below.

☒ 2. Metroport Teen Court Advisory Board

3. Planning and Zoning Commission

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Aleisha Gravit

Address: 2608 Independence Road

Home phone: 817.421.9418

Work phone: 214.969.4200

E-mail Address: aleishagravit@yahoo.com

- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.
- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

I have attached my resume that details my experience. I am new to the area, having just relocated from Washington DC, and am eager to get involved in the Community. I have significant experience with strategic planning and board/committee work. I like working as a team and have a collaborative leadership style.

☒ Check if additional materials are attached. Other information (City/civic service, interests):

Signature: *Aleisha Gravit*

Date: 7/8/15

Once positions are appointed, you must reapply for future openings. All information provided is public pursuant to the Texas Public Information Act. If additional information is required, please call 817.503.1130. Please return completed application to the Office of the City Secretary:

Email: cloven@colleyville.com or ashelley@colleyville.com **Fax:** 817.503.1139

Mail: City Secretary, 100 Main Street, Colleyville, TX 76034

Aleisha Gravit

2608 Independence Road
Colleyville, Texas 76034

817-421-9418-Home
202-538-1360-Mobile

Chief Marketing and Business Development Officer

With expertise in:

Strategic Planning / Communications / Infrastructure

Exceptionally creative with intense work ethic and drive

Equal blend of strategist and hands-on leadership

Expert strategic and business planning skills

- Proficient in creating and implementing performance improvements through enhanced technology.
- Demonstrated record of cultivating performance-driven teams that achieve record revenue results.
- Effectively coach and advise lawyers in identifying and capturing profitable business opportunities.
- Optimize firm visibility through effective public relations and conference sponsorship efforts.
- Administer and profitably manage business development and charitable contributions budgets.

CAREER NARRATIVE

AKIN GUMP STRAUSS HAUER & FELD, LLP, Washington, D.C. and Dallas, Texas; 2007–Present

Global Chief Client Services and Marketing Officer

Responsible for the marketing and business development initiatives for the firm and oversight of a 44-person department across the U.S., Europe, Asia, and the Middle East.

- Actively participate strategic planning with the firm leadership and oversee the execution of strategy at the practice and office level.
- Integrate lateral partners across all practices.
- Leading an effort to review how we deliver legal services, including the implementation of strategies to enhance profitability of existing client relationships.
- Developed framework for client feedback initiative and conduct client interviews.
- Member of firm's international strategy committee. Responsible for identifying and executing initiatives for growth.
- Responsibility for all internal and external communications, including 4 in-house communications professionals and two outside agencies.
- Led firm wide rebranding effort including new website and all communications and collateral to support the initiative.
- Championed practice group budget / controls where none existed leading to \$4 million savings based on expense elimination and streamlined approval process.

GIBSON, DUNN & CRUTCHER LLP, Los Angeles, CA; 2000–2007

Global Chief Marketing Officer

Scope of responsibilities included all aspects of public relations, communications, website maintenance, marketing collateral development, and international department of 28 professionals. Served as co-chair of the firm's client development committee.

- Orchestrated targeted business development strategies focused on cross-selling practices and industries, including client teams.
- Spearheaded formal Alumni Relations Program and outreach and managed Alumni Relations initiatives.

GORSUCH KIRGIS LLP, Denver, CO; 1996–2000

Director of Marketing

Held full accountability for all marketing and business development initiatives encompassing branding, client surveys, budgeting and program development.

- Piloted branding program driving firm's visibility in the Denver and Rock Mountain regions.
- Conceived and implemented quality services methodology based on client survey responses tied to legal services and client growth.
- Devised and instituted market research and quantitative programs, including marketing, sales, and client satisfaction.
- Created and launched business development plans for practice groups and individual lawyers.

Earlier experience includes **Senior Land Representative** at **Texaco USA**, Denver, CO for 11 years.

EDUCATION

HARVARD LAW SCHOOL, Executive Education
Leadership in Law Firms

UNIVERSITY of PHOENIX
Master of Arts, Organizational Management

UNIVERSITY OF TEXAS, Permian Basin
Bachelor of Arts

PROFESSIONAL AFFILIATIONS

University of Texas Southwestern Hospitals & Clinics, Board of Visitors
2016-2017

Fellow, College of Law Practice Management
Inducted 2015

Legal Marketing Association (3700 member association)
2014, Immediate Past-President; Chair of Governance and Nominations Committee
2013, President
2012, President-Elect
International Board Member, 2010–2012
Annual Conference Co–Chair, 2008
President, Rocky Mountain Chapter, 1998
Chapter President Liaison, 1998

Leukemia & Lymphoma Society
Executive Committee Member, National Capital Area Chapter, 2013-2014

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Board, Commission, or Committee: (only those with current openings)

Please write-in your preference of (up to three) board(s), commission(s), or committee(s), for which you would like to be considered.

1. Metropark Teen Court Advisory Board
2. _____
3. _____

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Rich Hendler

Address: 2100 Highland Meadows Circle

Home Phone: _____ Work Phone: 817 821 0005

- ☒ I understand attendance and active support is required for each appointee.
☒ I understand I will be required to comply with the Texas Open Meetings Act training.
☒ I understand I will be required to bring my own device to meetings to view packet information.
☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.

E-mail Address: rjhendler@dow.com Fax: _____

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

Parent and citizen. Caring Adult

City service and experience, civic organizations, interest: ☐ Additional materials attached.

Parks Board 8 years
City Council 6 years

Signature: R. J. Hendler Date: _____

**Once positions have been filled, you must reapply for future openings.
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Please return completed application to:

City Secretary, 100 Main Street, Colleyville, TX 76034, Office: 817.503.1130 Fax: 817.503.1139
cloven@colleyville.com or ashelley@colleyville.com

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Board, Commission, or Committee: (only those with current openings)

Please write-in your preference of (up to three) board(s), commission(s), or committee(s), for which you would like to be considered.

1. Colleyville Economic Development Corporation
- ✓ 2. Metroport Teen Advisory Board

3. _____

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Shannon Anthony Holmes, Esq.

Address: 6001 Sherston Glen, Colleyville, TX 76034

Home Phone: 817-581-1117

Work Phone: 214-614-8485

- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.
- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.

E-mail Address: shannon@shannonaholmes.com

Fax: 877-517-2579

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

Commercial Banking Experience; Legal Advisor and General Counsel to a wide range of business entities.

Former Prosecutor

City service and experience, civic organizations, interest: ☐ Additional materials attached.
Leadership Beaumont, TX; Local and National Legal/Bar Associations; Various non-profit boards and organizations.

Signature: _____

Date: 8/28/2015

**Once positions have been filled, you must reapply for future openings.
All information provided is public pursuant to the Texas Public Information Act.**

**Please return completed application to:
City Secretary, 100 Main Street, Colleyville, TX 76034, Office: 817.503.1130 Fax: 817.503.1139
cloven@colleyville.com or ashelley@colleyville.com**



Application for Appointment for City Council Boards, Commissions, and Committees

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Board, Commission, or Committee: (only those with current openings)

1. Metroport Teen Court Advisory Board



If you are willing to be considered for another board, commission, or committee, please list below.

2. Click here for drop down menu

3. Click here for drop down menu

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Kelly Tookey

Address: 5601 Poplar Ct. W.

Home phone: 817-308-9790

Work phone: 817-308-9790

E-mail Address: ktookey@tx.rr.com

- ☐ By providing an e-mail address, I consent to the release of my e-mail address by the City.
- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

I served as the Metroport Teen Court Lead Liason for NCL Colleyville for 2 years and an additional 2 years as the Assistant Teen Court Liason while my daughter and I were involved in NCL from the Fall of 2005 through her graduating in 2011. My job was to meet with the Teen Court Coordinator, discuss the needs of the court, and provide and manage volunteers from NCL to meet Teen Court's needs. I have hands on experience in overseeing the Teen Court juries and guiding the teens who man the juries to follow the rules of the court. Metroport Teen Court was my favorite assignment while I was involved with NCL. I earned Teen Court's Volunteer of the Year award my final year.

☐ Check if additional materials are attached. Other information (City/civic service, Interests):

Signature:

Kelly Tookey

Date:

8-31-15

Once positions are appointed, you must reapply for future openings. All information provided is public pursuant to the Texas Public Information Act. If additional information is required, please call 817.503.1130. Please return completed application to the Office of the City Secretary:

Email: cloven@colleyville.com or ashelley@colleyville.com **Fax:** 817.503.1139

Mail: City Secretary, 100 Main Street, Colleyville, TX 76034

Excerpt of Metroport Teen Court Advisory Board bylaws

ARTICLE I

Name

Metroport Teen Court Advisory Board

ARTICLE II

Purpose

Advisory Board shall establish policy and procedures for the operation of Metroport Teen Court, including but not limited to court operations, adult and teen volunteer participation and eligibility and community service placements. These policies and procedures will be subject to approval by the Municipal Court Judges. This group directs, oversees and evaluates Teen Court on an ongoing basis.

ARTICLE III

Advisory Board

A. General Powers

Section 1. Duties.

The role and duties of the Teen Court Advisory Board shall be established by the Municipal Court Judges in the participating cities.

Section 2. Purpose.

The purpose of the Teen Court Advisory Board is to advise the City Councils and staff on the operation of the Teen Court Program and to assist in the development of community resources for the purposes of advancing the Teen Court Program.

Section 3. Reports.

The Metroport Teen Court Coordinator shall submit all recommendations being forwarded to City Council (including but not limited to mid-year budgets, fiscal year budgets, and quarterly reports) to the Metroport Teen Court Advisory Board for approval requiring a majority of the board present including one voting member from each participating entity pursuant to Article III Section E.

B. Number, Tenure and Qualifications

Section 1. Size.

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

Section 2. Term.

The term shall be determined by each participating entity in such a manner, if feasible, as to not have an entirely new Teen Court Advisory Board at one time.

Approved and Adopted by a Unanimous Vote on the 18th Day of March 2013

RESOLUTION R-15-3911

A RESOLUTION APPOINTING MEMBERS TO THE
METROPORT TEEN COURT ADVISORY BOARD

WHEREAS, two (2) positions on the Metroport Teen Court Advisory Board have expiring terms ending September 2015.

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

Sec. 1. THAT the Colleyville City Council hereby appoints the following persons to the Metroport Teen Court Advisory Board to serve a one-year term expiring September 2016:

-
-

AND IT IS SO RESOLVED.

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

Agenda Number 6f

Agenda Date 09/15/2015

Number Resolution R-15-3912

Type Resolution

Department City Secretary

Title

Consideration of appointments to the Parks and Recreation Advisory Board

Strategy Map Connection

B4- Cultivate a culture of transparency and consistent communication

Explanation

Reading and Public Hearing

The eight-member Parks and Recreation Advisory Board meets quarterly and acts in an advisory capacity to City Council and staff on all matters pertaining to Parks and Recreation. In an effort to advance sound Parks and Recreation planning and programming, the Board may also coordinate with other governmental agencies, civic groups, and citizens of Colleyville.

With approval of Ordinance O-15-1970, on this agenda and attached, allows for the youth sports associations, who currently use City parks and facilities, to make a recommendation for a member to serve as a non-voting liaison member to the Parks and Recreation Advisory Board for a one-year term. The liaison would attend all Parks and Recreation Advisory Board meetings, and provide input relative to their association.

The following Colleyville youth sports associations have recommended these appointments:

- Brenton Johnson, Colleyville Baseball Association
- Brent Hines, Colleyville Girls Softball Association
- Erika Davis Noble, Colleyville Lacrosse Association
- Patrick Dunagan, Colleyville Soccer Association

There is currently (1) vacant position on the Parks and Recreation Advisory Board whose term expires December 2016. This position was vacated by Councilmember Nancy Coplen upon her election to City Council in May. To coincide with the Colleyville youth sports association appointments, staff also advertised for this vacant position.

The applicants are listed below, and the applications are attached:

- Adrian Esquivel
- Debra Minea
- Joan Roberts

This resolution provides for City Council to consider the Colleyville youth sports associations non-voting liaison appointments and vacant position to the Parks and Recreation Advisory Board, all whose terms will expire December 2016.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Parks and Recreation Advisory Board roster
2. Parks and Recreation Advisory Board applications for appointment
3. Resolution R-15-3912

Parks and Recreation Advisory Board

PLACE 1 - CHAIR

VACANT

TERM: June 2015 - Dec 2016

PLACE 2

Leti Carson

4504 Jim Mitchell Trail West

Colleyville, TX 76034

H: (817) 540-1250

leticarson@gmail.com

TERM: Dec 2013 - Dec 2015

PLACE 3 - VICE CHAIR

Charles Bethards

1602 Royal Lane

Colleyville, TX 76034

W: (817) 999-4784

H: (817) 581-7005

bethards@sbcglobal.net

TERM: Dec 2014 - Dec 2016

PLACE 4

David Hays

6508 Connie Lane

Colleyville, TX 76034

W: (817) 300-1871

H: (817) 300-1871

david.hays@fnti.com

TERM: Dec 2013 - Dec 2015

PLACE 5

Ken Llewellyn

7905 Jefferson Circle

Colleyville, TX 76034

W: (817) 410-4775

H: (817) 988-6525

ken.llewellyn@employeebenefitresources.com

TERM: Dec 2014 - Dec 2016

PLACE 6

Ajit Purandare

1109 Riverwalk Court

Colleyville, TX 76034

W: (202) 361-7674

H: (682) 325-4172

apurandoc@aol.com

TERM: Dec 2013 - Dec 2015

PLACE 7 - CHAIR

Michelle McGarry

4912 Prestwick Drive

Colleyville, TX 76034

H: (214) 449-8155

mlamontagne15@hotmail.com

TERM: Dec 2014 - Dec 2016

PLACE 8

Hillary Schwanbeck

5816 Quality Hill

Colleyville, TX 76034

W: (817) 552-7302

H: (832) 656-4977

hillary.schwanbeck@gmail.com

TERM: Dec 2013 - Dec 2015

Application for Appointment For City Council appointed Boards, Commissions, and Committees

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Board, Commission, or Committee: (only those with current openings)

Please write-in your preference of (up to three) board(s), commission(s), or committee(s), for which you would like to be considered.

- ✓ 1. PARKS AND RECREATION ADVISORY BOARD
2. COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION
3. _____

Name: ☒ Ms. ☐ Mrs. ☐ Mr. ADRIAN ESQUIVEL

Address: 304 OAK VALLEY DR

Home Phone: 817-905-2356 Work Phone: _____

- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.
- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.

E-mail Address: adresquivel11@gmail.com Fax: _____

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

Active board member on my firms Hispanic American Employee Resource Group

City service and experience, civic organizations, interest: ☐ Additional materials attached.

Signature: Adrian Esquivel Date: 08/24/2015

**Once positions have been filled, you must reapply for future openings.
All information provided is public pursuant to the Texas Public Information Act.**

Please return completed application to:
City Secretary, 100 Main Street, Colleyville, TX 76034, Office: 817.503.1130 Fax: 817.503.1139
cloven@colleyville.com or ashelley@colleyville.com

Application for Appointment For City Council appointed Boards, Commissions, and Committees

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Board, Commission, or Committee: (only those with current openings)

Please write-in your preference of (up to three) board(s), commission(s), or committee(s), for which you would like to be considered.

1. Parks and Recreation Advisory Board
2. _____
3. _____

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Debra Minea

Address: 1007 Dogwood Ct

Home Phone: 817-428-8335 Work Phone: _____

- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.
- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.

E-mail Address: dgminea@gmail.com Fax: _____

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

I am involved with seniors as a volunteer, and the Coordinator of the MMOW luncheons at the Senior Center. We have lived in Colleyville for 24 years, and have been active in the community.

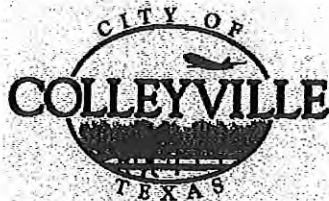
City service and experience, civic organizations, interest: ☐ Additional materials attached.

I have been a member of the Senior Center Advisory Committee for 8 years.

Signature: Debra Minea Date: 8/26/15

**Once positions have been filled, you must reapply for future openings.
All information provided is public pursuant to the Texas Public Information Act.**

**Please return completed application to:
City Secretary, 100 Main Street, Colleyville, TX 76034, Office: 817.503.1130 Fax: 817.503.1139
cloven@colleyville.com or ashelley@colleyville.com**



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Board, Commission, or Committee: (only those with current openings)

1. Colleyville Economic Development Corporation

If you are willing to be considered for another board, commission, or committee, please list below.

2. Library Board
- ✓ 3. Parks and Recreation Advisory Board

Name: ☐ Ms. ☒ Mrs. ☐ Mr. Joan Roberts

Address: 5105 Overhill Drive; Colleyville

Home phone: 817-571-5721

Work phone:

E-mail Address: joan-r@att.net

- ☒ By providing an e-mail address, I consent to the release of my e-mail address by the City.
- ☒ I understand attendance and active support is required for each appointee.
- ☒ I understand I will be required to comply with the Texas Open Meetings Act training.
- ☒ I understand I will be required to bring my own device to meetings to view packet information.

Knowledge, experience, or education applicable to Board, Commission, or Committee function:

I would bring seasoned leadership skills to any board position. I've led and participated on multidisciplinary teams, led work teams and managed both internal and external senior management relationships to achieve corporate objectives.

For the last several years I have been actively involved in our neighborhood HOA. I currently serve as chairperson of the architectural control committee for Ashmore Homeowners Association. In the past I have served as Vice President and President of the Ashmore Homeowners Association.

- ☒ Check if additional materials are attached. Other information (City/civic service, interests):

I would like to work with city leadership to craft a development plan that maintains our position as one of the healthiest cities in the metroplex and addresses our growth and infrastructure needs as the Colleyville continues to grow.

Signature: *Joan Roberts*

Date: 8/19/15

Once positions are appointed, you must reapply for future openings. All information provided is public pursuant to the Texas Public Information Act. If additional information is required, please call 817.503.1130. Please return completed application to the Office of the City Secretary:

Email: cloven@colleyville.com or ashelley@colleyville.com **Fax:** 817.503.1139

Mail: City Secretary, 100 Main Street, Colleyville, TX 76034

JOAN ROBERTS

Over 20 years of experience in the health care industry. Expertise in negotiation, building strategic relationships with senior management, project and strategic planning, leading teams. A strong clinical background complemented by extensive experience in health care supply chain management, resulting in the unique ability to link clinical demands with business realities.

Experience:

CareFusion, San Diego, California

2009 -2014

Vice President, Strategic Sales

Provided leadership in driving collaborative business and portfolio planning with senior management to achieve business objectives, with emphasis on contracting and sales strategies for two largest CareFusion business units

Developed and executed GPO contracting strategies that incorporated optimal pricing, margin, fees and terms for capital business units

Built and maintained strategic GPO and IDN relationships including relationships with Premier, MedAssets, Amerinet, Tenet Healthcare, Ascension Health, Kaiser Permanente, Baylor Scott and White and Christus Health

Worked closely with sales leadership on IDN account strategy. Met sales/revenue targets on an annual basis

Novation, Irving, TX 1994-2009

Senior Director, Contract Services Medical

2007 to 2009

Led a team of six portfolio executives and three analysts to develop bid strategies and execute contracts for the Medical and Respiratory portfolios. Responsibility for over 200 contracts representing \$3.5 billion in sales and over \$97 million in revenue.

Facilitated relevant member councils and task forces.

Built and maintained strategic supplier relationships.

Met and exceeded sales/revenue targets on an annual basis.

Senior Director, Medical Services

2005 to 2007

Developed and implemented service line strategies for the Medical, Anesthesia/Critical Care and Pediatric service lines. Led contract development activities for bids in these service lines. Coordinated strategies with VHA and UHC alliances.

Director, Medical and Surgical Services

2004 to 2005

Portfolio assessment, strategic and operational planning and implementation of marketing plans for Anesthesia/Critical Care and Pediatric Service lines.

Director, Clinical Solutions

2001 to 2004

Led a team charged with the development of tools to facilitate customer implementation of the Novation contract portfolio. Developed programmatic marketing tools that enhanced contract uptake.

Director, Operations

1998 to 2001

Led the Novation council program to include recruitment of council members, coordination with the alliances.

Account Manager VHA Southwest, Inc.

1994 to 2001

In coordination with supply partners led contract uptake, implementation and penetration for VHA members throughout Texas.

Baylor Health Care System, Dallas, TX

1990-1994

Clinical Manager, Vascular Services

- Managed a 36 bed general vascular surgery unit and a 12 bed surgical intensive care unit. Active in nursing governance and hospital wide multidisciplinary committees.

Mercy Hospital of Pittsburgh, Pittsburgh, PA

1987-1990

Nurse Manager, Cardiac Rehabilitation

- Managed a 45 bed telemetry step down unit for post open heart surgery, thoracic surgery and cardiac patients. Implemented innovative approach to telemetry monitoring. Implemented patient education program for post Open Heart Surgery patients that bridged preoperative education, with at home rehabilitation.

Alleghany General Hospital, Pittsburgh, PA

1984-1987

Nurse Manager 2 North Surgical Intensive Care Unit

- Managed 16 bed thoracic surgery/OHS surgical intensive care unit.

Mount Carmel School of Nursing, Columbus, OH

1978-1984

Clinical Instructor, Senior Medical Surgical Nursing

- Clinical and didactic instruction of third year nursing students. Clinical instruction in ER, Medical and Surgical Intensive Care Units.

Education:

The Ohio State University, Columbus, OH

Master of Science, Nursing

- Graduated *summa cum laude*.

The Ohio State University, Columbus, OH

Bachelor of Science, Nursing

- Graduated *cum laude*.

Interests:

Ongoing clinical interest in critical care nursing.

Active Member of ANAE

Involved in local community theater, neighborhood homeowners association board and local gourmet club

RESOLUTION R-15-3912

A RESOLUTION APPOINTING MEMBERS TO THE
PARKS AND RECREATION ADVISORY BOARD

WHEREAS, one (1) vacant position on the Parks and Recreation Advisory Board has a term expiring December 2016; and

WHEREAS, City Council shall appoint one (1), non-voting liaison member from each of the Colleyville youth sport associations to serve a one (1) year term.

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

Sec. 1. THAT the following persons are hereby appointed to the Parks and Recreation Advisory Board for a term expiring December 2016:

- | | |
|---------------------|--|
| • | Place 1 |
| • Brenton Johnson | Colleyville Baseball Association |
| • Brent Hines | Colleyville Girls Softball Association |
| • Erika Davis Noble | Colleyville Lacrosse Association |
| • Patrick Dunagan | Colleyville Soccer Association |

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS ON THIS THE 15TH DAY OF SEPTEMBER 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

Agenda Number 8

Agenda Date 09/15/2015

Type Report

Department City Secretary

Title

Zoning Board of Adjustment Meeting Minutes - July 14, 2015

Attachments

1. Zoning Board of Adjustment Meeting Minutes - July 14, 2015



City of Colleyville Zoning Board of Adjustment Minutes

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

Tuesday, July 14, 2015

City Council Chambers

Call to Order

The Zoning Board of Adjustment meeting of the City of Colleyville was called to order by Board member McNosky on July 14, 2015 at 7:00 p.m.

Roll Call

Present: Board members Jason Elms, Mark Collier, Dee Kamerman (Alternate 2), Judson Orlando, and Dee McNosky

Absent: Board members Larry Kainer (Alternate 1), and Mike Leathers

Staff Present: Patia Boomsma and Taci Wrisley

1. APPROVAL OF MINUTES

Board member Elms made a motion to approve the minutes as written. Board member Collier seconded.

The motion to approve the minutes as written carried by the following vote:

Aye: 5 – Elms, Collier, Kamerman, Orlando, and McNosky

2. PUBLIC HEARING AGENDA ITEMS

- 2a** Request for a variance to the lot coverage requirements by buildings in Chapter 3 – Land Use of the Land Development Code on Lot 4, Block 1, of the St. Andrews Estates Addition, located at 5900 St. Andrews Court, Case VC15-003

Patia Boomsma presented the case and briefed the Board.

The public hearing was opened at 7:05 p.m.

Bryon Reid, the builder, came forward and briefed the Board.

Mary Reap, the future homeowner, came forward and spoke in support.

Louie Ocana, the president of the building company, came forward and spoke in support.

Board member Elms questioned Mr. Reid regarding whether a different layout for the new home was considered versus asking for a variance. He added he did not believe there was a hardship for this case. Mr. Reid replied they would have considered a different layout, however, the current layout was designed based on the idea of having trees for privacy and shade.

Board member McNosky stated she understood the builder would have designed a different layout if there were no trees prior to construction. She further stated the City of Colleyville has requirements for tree removal and proper procedure had to have been taken for the trees on the property to the west to have been removed.

Discussion continued regarding the lot and the removal of trees.

Board member McNosky questioned staff regarding whether the patio was figured in with the lot coverage calculation. Patia Boomsma replied the patio is flatwork and is not included.

Board member Collier questioned staff regarding which developments in the city were allowed fifty percent lot coverage. Patia Boomsma replied the developments that are allowed up to fifty percent lot coverage are in Planned Unit Development (PUD) areas, where lots are considerably smaller in size.

There being no one else wishing to speak, the public hearing was closed at 7:24 p.m.

Board member Elms made a motion to deny Case VC15-003. Board member Orlando seconded.

The motion to deny Case VC15-003 carried by the following vote:

Aye: 5 – Elms, Collier, Kamerman, Orlando, and McNosky

- 2b** Request for a variance to certain provisions of Section 3.26 Fences, Free Standing Walls, and Screening Materials of the Land Development Code on Lot 1R, Block 2, of the Ratliff Addition, located at 5320 Pleasant Run Road, Case VC15-005

Patia Boomsma presented the case and briefed the Board.

The public hearing was opened at 7:28 p.m.

Gary Belue, the applicant, came forward and briefed the Board.

Board member Orlando questioned staff regarding whether there were fence requirements for screening between commercial uses. Patia Boomsma replied no.

Board member Orlando questioned Mr. Belue regarding whether there was an existing footer for a fence. Mr. Belue replied yes.

Board member Orlando questioned Mr. Belue what was to the north of the subject property. Mr. Belue replied residences and a homeowner's association detention pond.

Board member Kamerman questioned Mr. Belue regarding whether the tree they were attempting to protect would be boxed in the same way it currently is. Mr. Belue replied yes but they would be creating a little more room for the tree.

Discussion occurred regarding the current conditions along the property line.

Board member Orlando stated he had concerns regarding drainage from 805 Regina Court. Patia Boomsma stated the city had codes regarding drainage requirements that would not allow for someone create more drainage on someone else's property.

Board member Elms made a motion to approve Case VC15-005 with the following conditions: 1) the existing six foot fence be removed 2) an eight foot fence be constructed using the existing footers and 3) the builder shall replace any damaged landscaping. Board member Collier seconded.

Board member Orlando questioned Mr. Belue regarding whether he would be willing to continue the curb the existing length of the property. Mr. Belue replied the more excavating that is done, the more damage the tree will endure.

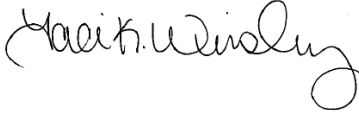
The motion to approve Case VC15-005 with the following conditions: 1) the existing six foot fence be removed 2) an eight foot fence be constructed using the existing footers and 3) the builder shall replace any damaged landscaping carried by the following vote:

Aye: 5 – Elms, Collier, Kamerman, Orlando, and McNosky

3. ADJOURNMENT

The meeting adjourned at 7:38 p.m.

Minutes were written and prepared by:



Taci Wrisley
Planning and Zoning Assistant

The meeting minutes were approved on September 8, 2015 by a vote of 5-0.



City of Colleyville City Council Agenda Briefing

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

Agenda Number
Type Report
Department Finance

Agenda Date 09/15/2015

Number 8

Title
Monthly Financial Report - August 2015

Explanation
General Fund

The percentage of current year taxes collected is slightly behind the percentage collected for August 2015. It is anticipated that the budgeted 99.5% collection rate will be achieved. For the month of August, General Fund sales tax is down 6.64% (\$24,771) from revenues reported for the same time period last year. Year to date General Fund sales tax is up 2.91% (\$72,076). This is the third month that sales tax has declined this fiscal year (May was down 0.36%; July was down 6.34%).

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. Year to date revenues received for cable fees, came in 22.56% higher than projected due to growth in cable based internet use.

The amount received for the quarterly Mixed Beverage Tax allocation in July was \$27,157, which is slightly more than the amount received in July 2014. Year to date, total allocations exceeded budgeted projections and the amount received last year.

Eight new residential building permits were issued in August along with two new commercial building permits. Revenues received for licenses and permits exceed current year projections by over 49% year to date. The majority of this increase is attributable to building permit revenues, which includes an additional 72 new residential building permits issued over the same time period last year.

Fine revenue currently exceeds the amount budgeted for the year and also exceeds last year's year to date collections by 16.56%. Included in this revenue are 754 outstanding warrants, totaling \$115,198 that have been collected in part with the help of using a third party collection agency. Ambulance collections are ahead of budgeted projections by 8.52%. 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 behind budgeted projections for this fiscal

year but continue to see an increase in weekly business rentals. Cost recovery for Colleyville Center is currently at 79%.

The average amount expended by the General Fund departments at the end of August is 76.00% of the total appropriation versus 83.78%, which was projected to be spent.

Utility Fund

Water usage decreased 7.95% as compared to the amount sold through August 2014. This decrease is due to a significant increase of rainfall when compared to the same time period last fiscal year. The average amount expended by the Utility Fund departments at the end of August was 76.26% of the total appropriation, versus 77.41%, which was projected to be spent.

MONTHLY FINANCIAL REPORT - AUGUST 2015

GENERAL FUND		RECEIVED	PROJECTED	RECEIPT VS	RECEIVED	PERCENT
REVENUE SOURCE	FY 2015	AS OF	AS OF	PROJECTED	AS OF	CHANGE OVER
	BUDGET	8/31/2015	8/31/2015	INCR (DECR)	8/31/2014	PRIOR YEAR
Current Taxes	\$12,441,254	\$12,556,866	\$12,540,779	0.13%	\$11,694,258	7.38%
Delinquent Taxes	70,000	24,021	52,500	-54.24%	53,906	-55.44%
Penalty & Interest	55,000	66,581	55,000	21.06%	70,675	-5.79%
TOTAL AD VALOREM TAXES	\$12,566,254	\$12,647,468	\$12,648,279	-0.01%	\$11,818,838	7.01%
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	71,354	78,000	-8.52%	76,147	-6.30%
Verizon/Others	70,000	75,237	70,000	7.48%	88,013	-14.52%
Refuse/Recycling	146,000	149,623	133,833	11.80%	143,582	4.21%
Cable TV	430,000	526,995	430,000	22.56%	495,394	6.38%
TOTAL FRANCHISE TAXES	\$1,994,000	\$2,303,094	\$1,981,833	16.21%	\$2,157,099	6.77%
Sales Tax	\$3,200,000	\$2,545,916	\$2,753,491.41	-7.54%	\$2,473,840	2.91%
Mixed Beverage Tax	70,000	107,977	70,000	54.25%	98,160	10.00%
TOTAL SALES TAX	\$3,270,000	\$2,653,892	\$2,823,491	-6.01%	\$2,572,000	3.18%
Building	\$558,000	\$771,362	\$511,500	50.80%	\$620,611	24.29%
Plumbing	50,000	68,209	45,833	48.82%	57,619	18.38%
Mechanical	30,000	39,460	27,500	43.49%	40,135	-1.68%
Electrical	45,000	58,234	41,250	41.17%	54,241	7.36%
City License	40,000	41,240	36,667	12.47%	43,585	-5.38%
Building Plan Review Fee	100,000	137,355	91,667	49.84%	144,156	-4.72%
New Business	4,000	4,700	3,667	28.18%	4,512	4.17%
Sign Permit	6,000	8,715	5,500	58.45%	11,395	-23.52%
Fence Permit	4,000	10,275	3,667	180.23%	10,725	-4.20%
Fire Permits	6,500	13,205	5,958	121.62%	8,500	55.35%
Irrigation Permit	13,000	15,438	11,917	29.55%	12,326	25.25%
Gas & Oil Well Permit Fee	0	2,500	0	100.00%	0	100.00%
TOTAL LICENSES & PERMITS	\$856,500	\$1,170,693	\$785,125	49.11%	\$1,007,805	16.16%
Fines	\$735,000	\$889,044	\$673,750	31.95%	\$751,026	18.38%
Alarm Fees	52,788	51,298	48,389	6.01%	50,931	0.72%
Library Fines	22,500	22,818	20,625	10.63%	24,345	-6.27%
TOTAL FINES	\$810,288	\$963,160	\$742,764	29.67%	\$826,303	16.56%

MONTHLY FINANCIAL REPORT - AUGUST 2015

REVENUE SOURCE	FY 2015 BUDGET	RECEIVED AS OF 8/31/2015	PROJECTED AS OF 8/31/2015	RECEIPT VS PROJECTED INCR (DECR)	RECEIVED AS OF 8/31/2014	PERCENT CHANGE OVER PRIOR YEAR
Re-zoning	\$7,500	\$10,074	\$6,875	46.53%	\$11,377	-11.46%
Plat Fee/Site Plan	5,000	9,523	4,583	107.76%	17,418	-45.33%
Board of Adjustment	1,250	2,450	1,146	113.82%	22,902	-89.30%
Sale of Material	100	70	92	-23.64%	2,042	-96.57%
Weed Mowing	6,500	5,246	5,958	-11.96%	29,985	-82.51%
Ambulance	300,000	298,440	275,000	8.52%	333,517	-10.52%
Recreation Program	160,000	170,440	146,667	16.21%	164,672	3.50%
Non-Resident Fee Parks	35,000	42,815	35,000	22.33%	34,150	25.37%
Field Use Charge	21,000	25,260	21,000	20.29%	26,485	-4.63%
Engineering & Inspection	100,000	261,421	91,667	185.19%	243,084	7.54%
Colleyville Center Rental	257,250	215,652	235,813	-8.55%	209,659	2.86%
Lot Drainage Insp Fee	13,000	21,875	11,917	83.57%	12,875	69.90%
TOTAL CHARGES FOR SERVICE	\$906,600	\$1,063,265	\$835,717	27.23%	\$1,108,166	-4.05%
SRO Officer Reimb	\$94,282	\$94,282	\$94,282	0.00%	\$94,282	0.00%
Keller Court	217,697	173,557	173,557	0.00%	169,436	2.43%
TOTAL INTERGOVERNMENTAL	\$311,979	\$267,839	\$267,839	0.00%	\$263,718	1.56%
Sale of Surplus Property	\$5,000	\$3,798	\$4,583	-17.14%	\$13,801	-72.48%
Interest Income	35,000	29,108	32,083	-9.27%	4,793	507.31%
Miscellaneous	55,000	81,008	50,417	60.68%	58,749	37.89%
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	68,288	69,168	-1.27%	64,491	5.89%
TOTAL MISCELLANEOUS	\$1,165,040	\$182,203	\$156,251	16.61%	\$972,989	-81.27%
Transfers-In	\$1,182,919	\$0	\$0	0.00%	\$0	0.00%
TOTAL TRANSFERS	\$1,182,919	\$0	\$0	0.00%	\$0	0.00%
TOTAL GENERAL FUND REVENUES	\$23,063,580	\$21,251,615	\$20,241,300	4.99%	\$20,726,918	2.53%

MONTHLY FINANCIAL REPORT - AUGUST 2015

	FY 2015 BUDGET	THROUGH 8/31/2015	THROUGH 8/31/2014	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
% OF CURRENT TAX ROLL COLLECTED	99.5%	99.48%	99.64%	-0.16%	-0.16%
RESIDENTIAL BLDG PERMITS	118	170	98	72	73.47%
COMMERCIAL BLDG PERMITS	6	10	5	5	100.00%
CITATIONS ISSUED	11,500	9,996	10,445	(449)	-4.30%

GENERAL FUND EXPENSES

	FY 2015 BUDGET	EXPENDED THROUGH 8/31/2015	YEAR-TO-DATE PROJECTED EXPENDITURES	% OF BUDGET EXPENDED	BUDGET REMAINING
City Council	\$188,506	\$135,474	\$172,797	71.87%	\$53,032
City Manager	606,286	634,422	634,422	104.64%	(28,136)
City Secretary	209,919	182,768	192,426	87.07%	27,151
Finance	407,827	368,366	380,841	90.32%	39,461
Legal	130,460	186,221	130,460	142.74%	(55,761)
Engineering	380,608	369,061	380,608	96.97%	11,547
Economic Development	302,995	247,154	277,745	81.57%	55,841
Building Inspection	281,134	244,222	257,706	86.87%	36,912
Community Development	349,709	308,658	320,567	88.26%	41,051
Fire	4,568,006	4,010,446	4,187,339	87.79%	557,560
Police	4,408,293	3,992,805	4,140,935	90.57%	415,488
Parks	1,300,258	1,008,673	1,041,903	77.57%	291,585
Recreation	357,823	225,378	258,004	62.99%	132,445
Street Maintenance	4,083,178	1,867,270	2,742,913	45.73%	2,215,908
Library	724,124	593,803	663,780	82.00%	130,321
Communications	168,267	124,301	141,245	73.87%	43,966
Colleyville Center	358,155	272,308	303,309	76.03%	85,847
Human Resources	274,930	173,120	182,019	62.97%	101,810
Municipal Court	399,733	320,555	366,422	80.19%	79,178
Fleet Services	232,003	181,255	212,669	78.13%	50,748
Facility Services	518,004	389,242	474,837	75.14%	128,762
Information Services	1,126,415	972,786	1,032,547	86.36%	153,629
Non Departmental	925,160	692,534	798,063	74.86%	232,626
Capital Equipment Reserve	542,000	0	0	0.00%	542,000
Compensation Adjustment	184,425	0	0	0.00%	184,425
TOTAL EXPENSES	\$23,028,218	\$17,500,823	\$19,293,560	76.00%	\$5,527,395

MONTHLY FINANCIAL REPORT - AUGUST 2015

UTILITY FUND

REVENUE SOURCE	FY 2015 BUDGET	RECEIVED AS OF 8/31/2015	PROJECTED AS OF 8/31/2015	RECEIPT VS PROJECTED INCR (DECR)	RECEIVED AS OF 8/31/2014	PERCENT CHANGE OVER PRIOR YEAR
Water Sales	\$11,014,359	\$8,726,033	\$9,387,004	-7.04%	\$8,843,454	-1.33%
Sewer Sales	3,745,247	3,129,748	3,433,143	-8.84%	3,184,672	-1.72%
Sewer Installation	7,000	17,300	6,417	169.61%	9,600	80.21%
Water Installation	21,000	44,441	19,250	130.86%	28,950	53.51%
Sewer Tie-on Charges	5,000	0	0	0.00%	4,500	-100.00%
Engineering Charges	5,000	107,964	4,583	2255.57%	116,519	-7.34%
Penalties	218,543	166,885	200,331	-16.70%	180,784	-7.69%
Miscellaneous	13,000	19,862	11,917	66.67%	13,866	43.24%
TOTAL OPERATING INCOME	\$15,029,149	\$12,212,233	\$13,062,645	-6.51%	\$12,382,346	-1.37%
Interest Income	\$20,300	\$28,339	\$18,608	52.29%	\$14,502	95.41%
TOTAL NON-OPERATING INCOME	\$20,300	\$28,339	\$18,608	52.29%	\$14,502	95.41%
TOTAL INCOME	\$15,049,449	\$12,240,572	\$13,081,253	-6.43%	\$12,396,848	-1.26%

	THROUGH 8/31/2015	THROUGH 8/31/2014	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
GALLONS OF WATER SOLD	1,803,119,800	1,958,931,300	(155,811,500)	-7.95%
NUMBER OF WATER CUSTOMERS	9,628	9,494	134	1.41%

UTILITY FUND EXPENSES

	FY 2015 BUDGET	EXPENDED THROUGH 8/31/2015	YEAR-TO-DATE PROJECTED EXPENSES	% OF BUDGET EXPENDED	BUDGET REMAINING
Billing	\$381,081	\$301,199	\$349,324	79.04%	\$79,882
Operations	10,546,206	8,813,291	8,817,356	83.57%	1,732,915
Utility Support	1,101,132	931,144	1,009,371	84.56%	169,988
Non-Departmental	305,133	148,719	179,705	48.74%	156,414
Debt Service	490,100	486,425	486,425	99.25%	3,675
Compensation Adjustment	21,733	0	0	0.00%	21,733
Transfer to General Fund	1,160,255	0	0	0.00%	1,160,255
TOTAL EXPENSES	\$14,005,640	\$10,680,779	\$10,842,181	76.26%	\$3,324,861

RESOLUTION R-15-3913

A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
SEPTEMBER 15, 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 15TH DAY OF SEPTEMBER 2015.

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

David Kelly
Mayor