



City of Colleyville City Council Agenda

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

Tuesday, January 3, 2017

**WORKSESSION
5:30 P.M.
EXECUTIVE SESSION
6:30 P.M.
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR**

CALL TO ORDER

- WS-1** Overview of the audit process
- WS-2** Discussion of expectations & RFP specifications for solid waste franchise holder
- WS-3** Discussion of FY 2018 Budget Calendar
- WS-4** Discussion of the January 3, 2017, City Council regular agenda items

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

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

Section 551.071 - Legal - Consultation with City Attorney regarding litigation - Lincoln et al v. City of Colleyville

Section 551.071 - Legal - Consultation with City Attorney regarding litigation - Jane Doe v. City of Colleyville

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

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

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

**INVOCATION: Ed Smyth, Counselor in the Bishopric
Church of Jesus Christ of Latter-day Saints - Colleyville**

PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

**2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER
AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS
DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-17-4079**

3. OATH OF OFFICE - London DeZurik, Mayor for a Day

4. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

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

Proclamation declaring London DeZurik, Mayor for a Day - Mayor Richard Newton

Proclamation declaring January 3, 2017, "Thank a Teacher Day" at Colleyville Elementary School - Colleyville Elementary School Principal Shelia Shimmick and Mayor for a Day London DeZurik

Proclamation recognizing the Colleyville Heritage High School Football Team - Mayor Richard Newton and Mayor for a Day London DeZurik

Proclamation recognizing Petite Kirkendoll, City of Colleyville Employee of the Year - Mayor Richard Newton and Mayor for a Day London DeZurik

In recognition of Lisa Escobedo, 2016 City of Colleyville Wellness Champion - Mayor Richard Newton and Mayor for a Day London DeZurik

In recognition of employees' years of service

In recognition of employee achievements

5. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-17-4080

- 5a** Approval of the minutes of the regular City Council meeting of December 20, 2016
- 5b** Approval of the minutes of the City Council Worksession of December 14, 2016
- 5c** Approval of the minutes of the City Council Worksession of December 12, 2016
- 5d** Approval of the first renewal term of the Interlocal Lease Agreement with Tarrant County 9-1-1 for facility space at the Colleyville Justice Center, and authorize the city manager to execute the agreement

6. RESOLUTION(S): READING AND PUBLIC HEARING**6a Resolution R-17-4081**

Approval of a resolution supporting the safety and welfare of citizens and support of the Colleyville Citizens on Patrol program

7. ORDINANCE(S): SECOND READING AND PUBLIC HEARING**7a Ordinance O-16-2002**

Approval of an ordinance repealing Ordinance O-02-1322 and Ordinance O-13-1896 and amending the Financial Disclosure and Business Conflict of Interest Forms

8. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**8a Ordinance O-17-2003**

Consideration for approval of amendments to Chapter 7 – Sign Regulations in the Land Development Code regarding directory signage, specifically Section 7-150 Permanent Freestanding Signs – Sign Classifications & Regulations, Section 7-160 Permanent Freestanding Signs – Allowable Districts, and Section 7-165 Permanent Freestanding Signs – Area, Height and Setback Requirements, Case GC16-019

8b Ordinance O-17-2004

Consideration for approval of amendments to Chapter 8 – Plat Review Procedures in the Land Development Code regarding plat approval to be made by the City Council, specifically Section 8 – 130 Approval Authority Over Subdivision Plats, Case GC16-020

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- 9. CITIZEN COMMENTS/PRESENTATIONS REGARDING ITEMS NOT ON THE AGENDA**
 - 10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR JANUARY 3, 2017 - READING AND PUBLIC HEARING - RESOLUTION R-17-4082**
 - 11. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards Friday, December 30, 2016 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
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Agenda Number WS-1

Agenda Date 01/03/2017

Type Worksession

Department Finance

Title

Overview of the audit process

Strategy Map Connection

B4- Cultivate a culture of transparency and consistent communication

F1- Protect and preserve the City's top financial ratings

Explanation

John Manning, CPA and Audit Partner with Patillo, Brown, and Hill, L.L.P., the City's auditing firm, will discuss the attached presentation and answer questions of the City Council.

Attachments

1. Colleyville Audit Discussion Outline
2. Audit Discussion Presentation

OUTLINE FOR COUNCIL WORKSESSION

HISTORY OF AUDIT PROCESS WITH CITY

Awarded bid by Council in 2013 after proposal process was evaluated.

Current proposal has pricing through FY 2017 audit (next year).

AUDIT PROCESS

Audit financial statements, notes to the financial statements and SEFA if applicable

Look at internal controls and compliance as part of audit process

Offer reasonable, not absolute assurance that financial statements are materially correct

Responsible for the opinion letter and government auditing standards (GAS) letter in CAFR

Management responsible for the presentation of the financials, notes and SEFA, if applicable

BASIS OF ACCOUNTING

Modified accrual for governmental funds

Full accrual for Water/Sewer, Drainage and government wide statements

BALANCE SHEET

Assets:

Cash and Investments

Confirm balances with third parties

Confirm market values on investments with third party appraiser

Test bank reconciliations

Receivables

Test water receivables by sampling and looking at individually significant items

Confirm unpaid property taxes receivable with GCISD

Test collections of confirmed revenue with the general ledger

Inventories

Went out and did test counts of inventory for water/sewer

Capital Assets

Tie additions on capital asset listing to capital outlay accounts

Verify that developer contributions get added to capital assets

Test additions for bidding and any other requirements that may apply

Liabilities:

Accounts payable/accrued liabilities

Pull all invoices for checks over certain dollar amount and see if work was applicable to FY 2016

Make sure that those invoices are on the accounts payable subledger

Test salary accrual with pay date calendar

Long-Term Debt

Confirm all outstanding debt with bank and reconcile to general ledger

Verify all payments are in debt service expenditures in debt service fund

Test any new debt and compare to official statement and verify approval in minutes

Test compensated absences and verify calculations are in line with City policy

Net pension liability - confirm balance with TMRS and test census data

Revenues:

Sales and franchise taxes

- Confirm all sales tax collections with State Comptroller and test allocations
- Confirm franchise tax payments with paying entities

Property taxes

- Confirm fiscal year collections and amount of outstanding property tax balances
- Confirm appraised values with appraisal district and recalculate tax levy

Fines

- Scan G/L for unusual items
- Get number of ticket written compared to revenue - compare two years
- Test dismissed cases for proper approval and processes

Licenses and permits

- Scan G/L for unusual items
- Recalculate large payments and compare to permit fee structure

Intergovernmental

- Confirm all grant revenues with granting agencies
- If single audit - test with applicable compliance requirements

Charges for services

- Test ambulance fees and receivables - get SSAE report for Emergicon
- Compare billings for water/sewer to revenue per G/L
- Compare gallons billed to gallons pumped
- Analytic ratio of water/sewer receivables to revenue

Expenditures:

Salaries

- Test salaries by department and document variances - compare to budget amount
- Compare average salaries with average number of employees current year vs. prior

Other expenses

- Compare variances for line items and investigate variances - compare to budget amount
- Confirm dollar amounts of water purchases with TRA
- Confirm and tie in all debt service principal and interest payments
- Tie in all capital outlay expenses to capital additions on capital asset listing
- Tie in depreciation expense to capital asset detailed listing

Other Financing Sources & Uses:

- Make sure interfund transfers balance in total
- Tie in bond/lease proceeds to new debt documentation
- Verify

Internal Controls and Relevant Audit Procedures

- Review of internal controls and processes in various City departments
- Walk through of those procedures noting they are being followed
- Assess materiality in all relevant opinion units
- Send legal confirmations to verify any potential litigation
- Related party and fraud questionnaires to Council members
- Fraud interviews with random City Staff(SAS 114)
- Test of controls on 25 random expenditures
- Test of controls on 25 payroll transactions
- Test of journal entries prepared by the City

OVERVIEW OF AUDIT PROCESS

CITY OF COLLEYVILLE COUNCIL WORKSHOP

John Manning, CPA
Audit Partner
Pattillo, Brown & Hill, L.L.P.
January 3, 2017



Outline

- History of Audit Process with City
- Audit Process
- Basis of Accounting
- Balance Sheet
- Statement of Revenues, Expenditures and Changes in Fund Balances
- Internal Controls and Relevant Testing



HISTORY OF AUDIT PROCESS WITH CITY



History of Audit Process with City:

- Awarded bid by Council in 2013 after proposal process was evaluated and the firms ranked.
- Current proposal has pricing through FY 2017 audit.



AUDIT PROCESS



Audit Process:

- Audit financial statements, notes to the financial statements and SEFA if applicable
- Look at internal controls and compliance as part of audit process
- Offer reasonable, not absolute, assurance that financial statements are materially correct
- Responsible for the opinion letter and government auditing standards (GAS) letter in CAFR
- Management responsible for the presentation of the financials, notes and SEFA, if applicable
- GFOA Award for Excellence in Financial Reporting



BASIS OF ACCOUNTING

Basis of Accounting:

- Modified accrual for governmental funds
 - Focus on current financial resources measurement focus (budget year)
- Full accrual for Water/Sewer, Drainage and government wide statements
 - Economic resources measurement focus



BALANCE SHEET

Assets and Liabilities



Assets:

- Cash and Investments
 - Confirm balances with depositories and brokers
 - Confirm market values on investments with third party appraiser
 - Test bank reconciliations
- Receivables
 - Test water receivables by sampling and looking at individually significant items
 - Confirm unpaid property taxes receivable with GCISD
 - Test collections of confirmed revenue with general ledger

Assets (cont.):

- Inventories
 - Went out and did test counts of inventory for water/sewer
 - Test clerical accuracy of inventory count sheets
- Capital Assets
 - Tie additions on capital asset listing to capital outlay accounts
 - Verify that developer contributions get added to capital assets
 - Test additions for bidding and any other requirements that may apply
 - Agree major purchases to approval in City Council minutes



Liabilities:

- Accounts payable/accrued liabilities
 - Pull all invoices for checks over certain dollar amount and see if work or products were applicable to FY 2016
 - Make sure that those invoices are on the accounts payable subledger
 - Test salary accrual with pay date calendar
- Long-Term Debt
 - Confirm all outstanding debt with bank and reconcile to general ledger
 - Verify all payments are in debt service expenditures in debt service or applicable fund
 - Test any new debt and compare to official statement and verify approval in minutes
 - Test compensated absences and verify calculations are in compliance with City policy
 - Net pension liability – confirm balance with TMRS and test census data



STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

Revenue, Expenditures and Other Financing Sources & Uses



Revenues:

- Sales and franchise taxes
 - Confirm all sales tax collections with State Comptroller and test allocations and verify sales tax receivables (October and November collections)
 - Confirm franchise tax payments with paying entities
- Property taxes
 - Confirm fiscal year collections and amount of outstanding property tax balances
 - Confirm appraised values with appraisal district and recalculate tax levy
- Fines
 - Scan G/L for unusual items
 - Get number of ticket written compared to revenue- compare two years
 - Test dismissed cases for proposal approval and processes



Revenues (cont.):

- Licenses and permits
 - Scan G/L for unusual items
 - Recalculate large payments and compare to permit fee structure
- Intergovernmental
 - Confirm all grant revenues with granting agencies
 - If single audit – test with applicable compliance requirements
- Charges for service
 - Test ambulance fees and receivables – get SSAE report for Emergicon
 - Compare billing for water/sewer to revenue per G/L
 - Compare gallons billed to gallons pumped
 - Analytic ratio of water/sewer receivable to revenue



Expenditures:

- **Salaries**
 - Test salaries by department and document variances – compare to budget amounts
 - Compare average salaries with average number of employees current year vs. prior year
- **Other expenses**
 - Compare variances for line items and investigate variances – compare to budget amounts
 - Confirm and tie in all debt services principal and interest payments
 - Tie in all capital outlay expenses to capital additions on capital asset listing
 - Tie in depreciation expense to capital asset detailed listing



Other Financing Sources & Uses:

- Make sure interfund transfers balance in total
- Tie in bond/lease proceeds to new debt documentation
- Verify proceeds from sale of capital assets, if present



INTERNAL CONTROLS AND RELEVANT TESTING

Internal Controls and Relevance

Testing:

- Review of internal controls and processes in various City departments
- Walk through of those procedures noting they are being followed
- Assess materiality in all relevant opinion units
- Send legal confirmations to verify any potential litigation
- Related party and fraud questionnaires to Council members
- Fraud interviews with random City Staff (SAS 114)
- Test of controls on 25 random expenditures
- Test of controls on 25 payroll transactions
- Test of journal entries prepared by the City



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number WS-2

Agenda Date 01/03/2017

Type Worksession

Department City Manager

Title

Discussion of expectations & RFP specifications for solid waste franchise holder

Strategy Map Connection

C2- Deliver high quality and unique customer service

Explanation

The City of Colleyville currently has an exclusive franchise agreement with Progressive Waste Solutions for both residential and commercial solid waste collection. This agreement expires on October 31, 2017. The purpose of this agenda item is to provide an opportunity for discussion of next steps. Staff will present the attached presentation and seeks City Council direction on whether to proceed with an RFP and the desired service level specifications. For reference, the current contract, current rates, and section of the Colleyville Code of Ordinances addressing solid waste is also attached.

Attachments

1. Garbage & Recycling Franchise Contract Presentation
2. Code of Ordinances- Chapter 82 Solid Waste
3. Current Contract- Progressive Waste Solutions
4. Current Rate Sheet

Garbage & Recycling Franchise Contract

City Council Worksession
January 3, 2017

Purpose



Discuss history and next steps in advance of current contract term ending.

Background



Timeline	
May 15, 2007	5-Year Contract with IESI (now Progressive) approved by City Council
September 6, 2011	5-Year Contract extension approved by City Council
	• Increased complaints/issues in 2014, which were addressed; part of the solution was the addition of a free leaf recycling program • Fewer complaints in 2015 (piloted leaf recycling program) • Increased complaints in 2016 despite leaf recycling; 2 notices of noncompliance issued
January 3, 2017	Seek City Council direction on next steps / future contract
October 31, 2017	Current contract termination date

Timeline: Potential Next Steps



Timeline	
January	Determine RFP specifications (could hire technical expert for assistance with the procurement process)
February	Issue an RFP
March	Select vendor and enter into negotiations on contract specifics
April	Finalize/approve new contract
April 25, 2017	If needed, deadline for Notice of termination (180 days) to current vendor
October 31, 2017	Current contract termination date

Local Government Code 252.021



From TML:

Is a city required to follow competitive procurement procedures in order to contract for solid waste disposal services with a value of greater than \$50,000?

No. Texas cities must generally follow competitive bidding or proposal procedures if the city enters into a contract requiring the expenditure of more than \$50,000 in city funds. Tex. Loc. Gov't Code § 252.021. However, Local Government Code Section 252.022(a)(2) provides that a purchase necessary to preserve or protect the public health or safety of the city's residents is excepted from the competitive purchasing requirements. Though the statute does not expressly provide that the provision of solid waste disposal services falls within the Section 252.022(a)(2) exception, Texas courts have construed the provision in this manner. See, e.g., *Browning-Ferris, Inc. v. City of Leon Valley*, 590 S.W.2d 729 (Tex. Civ. App.—San Antonio 1979, writ ref'd n.r.e.) (construing statutory predecessor). For example, in the City of Weslaco case discussed above, the court held "that a competitive bid for the franchise in question was not required."

Code of Ordinances, Chapter 82



- Colleyville Code of Ordinances: Chapter 82- Solid Waste
- The code may need to be amended based on City Council direction and/or the need to clean up certain language for clarity or consistency
- Current code highlights-
 - Garbage collection 2x / week; recycling collection 1x / week
 - Recycling containers provided by city's contractor
 - "Trash" definition includes leaves and grass clippings
 - "Brush" definition = bundled branches (max. 4 feet and 50 lbs.)
 - "Bulk" definition = brush (unbundled or exceeds size/weight for bundles) or large items
 - Garbage placed curbside max. 24 hours prior to pickup; Recycling max. 12 hours prior to pickup
 - Must be placed curbside by 7 a.m. on day of collection
 - Customers shall notify contractor of noncollection within 24 hours

Waste Collection 101



- Charges and payment
- Automated collection
- Manual collection
- Collection limits or take-all policies
- Seasonal challenges
- Current Colleyville contract vs. practice

Charges and Payment



- Residential customers pay for garbage and recycling with their monthly utility bill, which is overseen by City staff; City remits payment to contractor
- Residential Garbage and recycling charges are charged to every household, regardless of whether they place garbage or recycling materials out each week (even if they turn in the recycling cart)
- Additional recycling carts can be provided for an additional fee per month
- Commercial customers pay the contractor directly, with charges based on collection frequency and volume of collection (standard recycling cart or size of garbage or recycling dumpster)

Manual Collection



- Usually for garbage collection
- Contractor employees personally lift each bag or bundle and put it in the garbage truck
- More employees (driver plus helpers on the back that lift bags) creates more cost
- Necessitates a limit of 50 lbs. per bag, item, or bundle

Automated Collection



- Usually for recycling, when standard rolling carts are issued
- Costs is often less due to fewer employees needed (only a driver)
- Only items in carts can be collected; no stacked items next to cart
- If standard garbage carts are issued, automated collection may be used for garbage, but is almost always paired with a separate weekly bulk/brush collection



Seasonal Challenges



- Limited by number of trips to the landfill that each truck can make during allowable collection hours & DOT regulations on number of hours a driver can drive
- Staffing (employees & vehicles) for normal loads or for max loads
- Impacts of take-all vs. limits
- Price will be affected by policy
- Discuss acceptable options on heavy collection days or firm -all policy



Currently in Colleyville



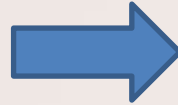
Contract

- Take all household garbage and bagged leaves
- Take up to 4 bundles of brush (max 50 lbs. each) per collection; if not bundled, materials must be placed in a disposable container; Additional bundles collected for a fee
- Bulky items, brush, or trees collected up to 4 cubic yards at a time, up to 4 times per year; Additional collected for a fee



Practice

- Take all of everything, unless route may not be completed (then some leaf bags have been left)
- Take all bundled brush (if it will not cause the route to not be completed); rarely charge a fee
- Unlimited bulk pickups; rarely charge a fee



Collection Limit Considerations



Issues to Consider:

- Garbage collection
 - Can be take-all or have a limit on number of bags or bundled limbs
 - Consider whether bagged leaves are included
- Bundled brush
 - Consider whether bundled brush is included in take-all garbage policy, has a maximum number per collection, or is collected on a separate bulk/brush day
- Unbundled brush
 - Can be taken as one of four bulk pickups with a max. limit
 - Some cities charge a fee for any unbundled piles
- Bulk
 - If number of bundled limbs taken with regular garbage collection is limited, bulk pickup may include bundles beyond that limit
 - Large appliances, Bulk items (like mattresses), Moving boxes
 - Consider number of bulk collections- 4 per year, weekly, monthly, take-all with garbage

Benchmark Analysis (7 surrounding)



City	Provider	Monthly Rate	Senior Discount	Provide Garbage Container	Recycling Container	Frequency: Garbage	Frequency: Recycle	Brush & Bulk
Colleyville	Progressive	\$12.99	X	X	65 gal	2x / week	1x / week	4 brush bundles w/ garbage; 4 bulk pickups, up to 4 cu. yards
Bedford	Republic	\$11.48	√	X	65 gal	2x / week	1x / week	Take all bundles w/ trash; unbundled for fee
Euless	Republic	\$10.25	√	X	Base rate-blue bags; \$1.42 for bin or cart	2x / week	1x / week	Reasonable number of bundled limbs taken with trash; loose for a fee
Grapevine	Republic	\$13.37	X	X	65 or 95 gal	2x / week	1x / week	1x / week - clean brush or bulk/brush (1 st & 3 rd week clean brush recycled; other weeks bulk/brush to landfill)
Hurst	Republic	\$11.31	√	X	Provided	2x / week	1x / week	Take all service, but max 64 cubic ft. brush and/or trash
Keller	CWD	\$11.91	√	X	65 gal cart or two 18 gal bins	2x / week	1x / week	Take all (large quantities may have fee); yard waste recycling 1x / week for bundles or biodegradable bags
NRH	Republic	\$13.23	√	X	65 gal	2x / week	1x / week	Take all up to 4 cu. Yards / week (brush must be bundled); \$12.97 per yard after or for loose brush
Southlake	Republic	\$13.44	X	X	65 or 96 gal	2x / week	1x / week	2 cubic yards per collection

Benchmark Analysis (add'l cities)



City	Provider	Monthly Rate	Senior Discount	Provide Garbage Container	Recycling Container	Frequency: Garbage	Frequency: Recycle	Brush & Bulk
Colleyville	Progressive	\$12.99	X	X	65 gal	2x / week	1x / week	4 brush bundles w/ garbage; 4 cu. yards per year bulk (practice is take all)
Allen	CWD	\$15.59	X	95 gal	95 gal	1x / week	Every other week	1x / week yard waste (7 bundles or 15 biodegradable bags); call for loose brush or bulk
Coppell	Republic	\$15.36	√	X	65 or 95 gal	2x / week (max 10 bags)	1x / week	2x / week bulk (2 cubic yards per collection); 1x / week yard waste in non-plastic bags, cans, or bundled
Flower Mound	Republic	\$12.74	√	96 gal	96 gal	1x / week	1x / week	1x / week (4 cubic yards)
Plano	City of Plano (residential); Republic (commercial)	\$16.10 for 96 gal. trash; \$11.25 for 68 gal trash	X	68 or 95 gal	95 gal	1x / week	Every other week	1x / week yard waste (max. 6 ft by 6 ft by 6 ft); bulk on monthly date or for fee by appt.; fee for appliances for items requiring boom truck to lift

Other Contract Considerations



- Reschedule holidays
- Can the provider recycle plastic grocery & dry cleaner bags?
- Specifications for price increases
 - Annually based on CPI or flat negotiated percentage?
 - Combination of CPI, fuel, or tipping fees?
 - Separate calculations for garbage and recycling?
- Continuation of the 8% franchise fee
- Clearer language specifying amounts that must be collected
 - Regular garbage, brush (bundled & unbundled), leaves, and bulk
- Improved language for performance monitoring
 - Clearer specifications on reporting requirements and report format
 - Improved steps/levers when contract requirements are not met and clear escalation of penalties

Request for Proposals (RFP)



- Determine **standard/minimum service level** for vendors to bid on (submit pricing for)
- Determine separate list of **potential options/add-ons** for vendors to provide pricing on, that may or may not be included in final contract
- Require performance history
 - Provide any notices of noncompliance from clients
 - Provide 3 City referrals
- Select vendor from those that submitted bids based on the proposal that best meets the City's needs and enter into more detailed/specific negotiations with that vendor

Staff is seeking direction from the City Council on desired steps forward and contract or service specifications.

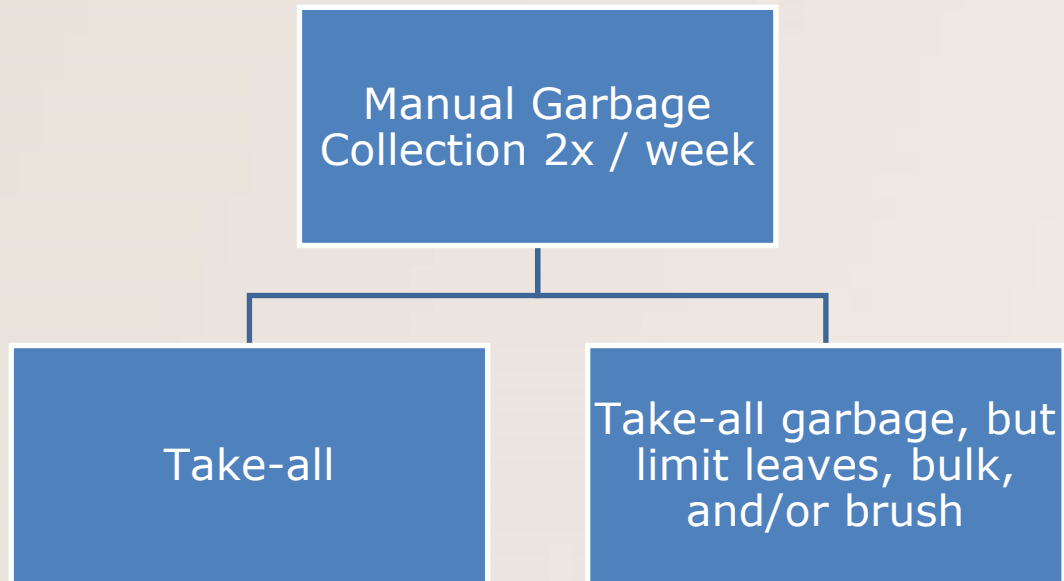
- RFP process and timeline
- Handle procurement internally or engage technical expertise
- Any desired changes to contract specifications
- Standard/Minimum Service Level and Potential Options/Add-Ons (some options outlined for consideration on following two slides)
- Any desired changes to the Code of Ordinances, if known at this time

Standard/Minimum Service Level



Assumptions (based on current service)

- 2x / week garbage – manually collected
- 1x / week recycling – automatically collected



Considerations

- Contract limitations on amounts collected or true take-all policy
- If limits, what kind
 - Number of bags (of any kind)
 - Take all bags, but limit bundled brush
 - Set cubic feet or yard limit on any items
 - No unbundled brush (for fee or bulk pickup only)
 - Number/frequency of bulk pickups and/or volume of bulk
- Add a bulk/brush collection day (like Grapevine)
 - Clean brush recycling (1st & 3rd week?)
 - Bulk/brush to landfill (2nd & 4th week?)

Potential Options/Add-Ons



RFP potential options/add-ons

- Curbside collection of Household Hazardous Waste (HHW)
- Curbside e-waste recycling
- Early start date
- Any other services the vendor would like to suggest

Questions & Discussion

Chapter 82 - SOLID WASTE

Sec. 82-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Brush means any bundled and bound limbs, branches, and other construction materials (shingles, fencing, etc.) which cannot be placed into disposable containers but have been cut so as not to exceed four feet in length or 50 pounds in weight.

Bulky solid waste means large garbage, brush and trash items such as household furniture or appliances.

Commercial containers means metal containers supplied by the contractor affording adequate capacity to service a customer so as to prevent spillage, unsightly, and unsanitary conditions.

Curbside service means garbage to be picked up by the contractor, which will be located at the curbside of the street bearing the customer's address.

Debris means dirt, concrete, rocks, bricks or other waste building materials.

Disabled customer means a residential household in which all members of the household are physically disabled to the extent that they are unable to place garbage at curbside. The fact of such disability must be certified to the contractor by the city manager.

Disposable container means any plastic bag, cardboard, metal, or wooden box having no outside dimension of more than four feet and capable of containing garbage or trash without leaking or emitting odors and which weighs, when loaded, less than 50 pounds per container and which is placed at curbside for removal.

Garbage means animal or vegetable matter, as from a kitchen or food processing facility, ashes and any other household waste which is damp or capable of emitting noxious odors.

Permanent container means any closed, waterproof, plastic or metal container or can with a capacity or volume of 30 gallons or less and which is capable of containing garbage or trash without leaking or emitting odors, and which weighs, when loaded, less than 50 pounds per container.

Recyclable material means and includes:

- (1) Newspapers, excluding magazines, mail, paper bags or any other type of paper.
- (2) Glass bottles and jars, excluding mirrors, windows, ceramics and other types of glass.
- (3) Cans, including beverage, food, beer and soft drink cans composed of tin, steel and aluminum, but not including scrap metal.
- (4) Bottles, including HDPE (milk and detergent bottles, base cups on soft drink containers), PET (primarily soft drink containers), bottles generally referred to as two and three liter soft drink, milk, juice, water, shampoo, liquid soap, number 3 plastics, etc.
- (5) Any additional items as designated by the city manager and agreed to by the contractor for inclusion in the recycling program.

Solid waste means all garbage, brush, trash and recycling approved for collection and disposal.

Special waste means all fecal material, oil sludge, rubber, tires, oil, batteries, dirt or rock and steel shavings and other waste materials defined as hazardous by the Environmental Protection Agency 40 CFR, part 261.

Trash means all refuse other than garbage, debris, brush, household furniture and appliances; "trash" shall also include grass clippings, leaves, paper and other household trash except as included in the foregoing definitions.

(Code 1980, ch. 11, § 4(A); Ord. No. O-91-822, § 1, 5-21-91; Ord. No. O-95-983, §§ 1, 2, 3-21-95)

Cross reference— Definitions generally, § 1-2.

State Law reference— Definitions pertaining to Solid Waste Disposal Act, V.T.C.A., Health and Safety Code § 361.003.

Sec. 82-2. - Duty of customer to provide sufficient closed containers; placement of containers for collection.

- (a) It shall be the duty of every owner, agent, lessee, tenant or occupant of any premises in the city to provide and use containers sufficient in number to hold the garbage and trash accumulating on such premises, except as may be provided by the city's contractor for recyclable material.
- (b) Every customer shall keep all garbage and trash containers in use securely closed in such a manner as to prevent the scattering of the contents thereof and to render such contents inaccessible to insects, rodents and other animals.
- (c) Each residential customer shall provide and use containers (disposable or permanent) sufficient in number to hold garbage and trash accumulating on the premises.
- (d) Garbage shall not be placed at curbside more than 24 hours prior to the day of pickup. All containers shall be placed at the locations prescribed by this article not later than 7:00 a.m. on the day of scheduled collection to ensure pickup.

(Code 1980, ch. 11, § 4(B); Ord. No. O-91-822, § 2, 5-21-91)

Sec. 82-3. - Placement of containers, recyclables for residential collection.

It shall be the duty of each residential customer to place garbage and trash as follows:

- (1) Each residential customer shall place all garbage, trash and brush, if the size of the brush allows, in either disposable containers or in permanent containers at the curbside on the street bearing such residential customer's address.
- (2) All disabled customers shall be entitled to receive tub-out service from containers, and accordingly shall place all disposable containers containing garbage and trash at the side or rear of such disabled customers' building or structure no farther back than the rear wall of the building located on the premises in a location that will allow the contractor to gain access to and remove such containers from the premises; provided, however, the contractor shall not be required to enter or be responsible for entering into garages or behind enclosed fences.
- (3) Trash and all items included for residential collection, excluding wet materials or material which will cause disagreeable smells, shall be placed at curbside on the street bearing the customer's address in disposable containers in such a manner as to prevent such trash from being scattered.
- (4) All garbage or trash mixed with water or other liquids shall be drained before being placed into a garbage or trash container.
- (5) No residential customer shall place for collection, or permit to be placed for collection or disposal, any hazardous wastes or liquids.
- (6) Recyclable materials shall be disposed of and collected as follows:
 - a. Recyclable materials shall be placed in appropriate recycling containers furnished by the city's contractor.

- b. The full recycling containers shall be maintained to prevent the scattering of the contents thereof and render the contents as inaccessible as possible to insects, rodents and other animals. The recycling containers containing recyclable materials shall be placed at the curbside of the street bearing such resident customer's address in such a manner as to be easily accessible for collection and to prevent such recyclable materials from being scattered, not more than 12 hours prior to the scheduled collection day for recyclable materials.

(Code 1980, ch. 11, § 4(C); Ord. No. O-91-822, § 3, 5-21-91; Ord. No. O-95-983, § 3, 3-21-95)

State Law reference— Governmental entity recycling, V.T.C.A., Health and Safety Code § 361.425.

Sec. 82-4. - Placing brush for residential collection.

Brush that is of such a nature that it cannot be placed in disposable containers shall be cut in lengths not to exceed four feet and shall be trimmed and stacked at curbside to a height of not more than three feet. All vines and any thorny bushes shall be placed in a disposable container. No item shall weigh more than 50 pounds per container. A customer may receive a special pickup upon request for an additional charge depending on the quantity of material to be removed.

(Code 1980, ch. 11, § 4(D))

Sec. 82-5. - Wastes from building operations.

Debris, as that term is defined in this chapter, or other trash resulting from construction, major remodeling, general cleanup of property, or resulting from sizable amounts of trash and debris being cleared in preparation for construction, will not be removed by the city as regular service. The owner will have such debris and trash removed at his expense, by either his own crew or by the city contractor. The owner of the building operation shall be responsible for keeping the trash containers in a sightly manner, inside and on the grounds surrounding the container. Commercial containers may be used and placed at a location on the premises as arranged between the customer and contractor, subject to review by the city at any time.

(Code 1980, ch. 11, § 4(E))

Sec. 82-6. - Duty of customer to see that containers are emptied.

Every customer is hereby required to maintain supervision and surveillance over garbage containers on his premises. If, after having been timely placed for collection, containers are not collected or emptied and the contents removed, as may be applicable, within 24 hours of the scheduled collection, the customer shall notify the city garbage contractor and report the noncollection at his address.

(Code 1980, ch. 11, § 4(F))

Sec. 82-7. - Prohibited acts.

- (a) It shall be unlawful for any person to sweep, throw, or deposit any garbage, trash, debris, stagnant water, or dead animal into, upon, or along any public property or private property of another, except as may be specifically provided by this chapter.

- (b) It shall be unlawful for any person owning or otherwise in control of any premises within the city to permit any of the conditions described in subsection (a) of this section to exist upon property owned or controlled by him after having actual or constructive notice thereof.
- (c) It shall be unlawful for any person to place in any container any material other than as specifically provided in this chapter; specifically, no hazardous or nonrecyclable waste.
- (d) It shall be unlawful for any person to place in a recycling container any material other than the recyclable material for which the container is provided.
- (e) It shall be unlawful for any person to deposit or maintain garbage or trash except as provided for by this chapter.
- (f) It shall be unlawful for any person to deposit any burning match, charcoal, ember or other material in any container used for the disposal of garbage or trash.
- (g) It shall be unlawful for the dumping of kitchen garbage and refuse, trash or any kind of rubbish, including debris from construction, major remodeling or general cleanup of property, in any place within the city or within 5,000 feet outside of the city.
- (h) It shall be unlawful for any person to burn any garbage, trash or rubbish within the city or within 5,000 feet outside of the city.
- (i) It shall be unlawful for any commercial institution or industrial customer to remove the drain plug from any container.
- (j) It shall be unlawful for any person to cause damage to or permit excessive buildup of material in containers.

(Code 1980, ch. 11, § 4(G); Ord. No. O-91-822, § 4, 5-21-91)

State Law reference— Litter, V.T.C.A., Health and Safety Code § 365.001 et seq.; nuisances in or near home rule municipalities, V.T.C.A., Local Government Code § 217.042.

Sec. 82-8. - Residential collection service; charges.

The collection and removal of garbage, trash and brush from premises used for residential purposes shall be made two times each week, with a two-day or three-day interval between each collection. The collection and removal of recyclable materials in approved containers shall be made one time each week. All charges for services furnished or rendered under this section shall be due and payable on the date indicated on the bill, and if not paid by the 15th day of the month, a ten percent penalty will be added to the current amount and become due and owing.

(Code 1980, ch. 11, § 4(H); Ord. No. O-91-822, § 5, 5-21-91; Ord. No. O-95-983, § 4, 3-21-95)

Editor's note— Addendum "A" referenced above is on file in the office of the city secretary.

Sec. 82-9. - Commercial, institutional and industrial collection—Duties of customers.

It shall be the duty of the owner or person otherwise in charge of commercial, institutional or industrial premises within the city to cause all garbage and trash accumulated on such premises to be placed in either a garbage can with a tightfitting lid or, with the approval of the contractor, in disposable containers, if such disposable containers will not create a nuisance. Cans and disposable containers shall be placed at a location on the premises which is readily accessible to the collector and screened where possible, subject to review by the city at any time. Commercial type containers may be used and may be placed at a location on the premises as arranged between the customer and collector, but subject to review by the city at any time.

(Code 1980, ch. 11, § 4(I))

Sec. 82-10. - Same—Service; containers; charges.

- (a) The collection and removal of garbage and trash from houses, buildings and premises used for commercial, institutional, or industrial purposes shall be made as often as necessary in order to maintain such premises free of accumulations of garbage and trash. In this regard, garbage collection shall be made not less than one time each week.
- (b) Commercial, institutional and industrial customers shall dispose of garbage and trash by means of disposable containers or commercial type portable containers meeting city specifications. Additionally, multifamily residential complexes may employ such commercial type containers for garbage and trash collection in the same manner as commercial, institutional and industrial customers. The fair and reasonable charges for such services are determined as set forth in addendum "A" attached to Ordinance No. O-90-770, as amended, which may be changed from time to time by resolution of the city council. Whether such customer uses disposable containers or portable containers shall be at the sole direction and approval of the city.
- (c) Places of wholesale accumulations of garbage and trash, such as killing and dressing plants for fowl, wholesale fruit and vegetable houses, retail stores, filling stations and garages, restaurants and cafes, tourist and trailer camps and all other places where the daily accumulation of kitchen garbage and trash and rubbish is more than the ordinary quantities incident to single-family dwelling houses, are not to be included in the residential service as provided in this chapter, and such places are required to remove such garbage, rubbish and trash from the city at their own expense, in the manner and by the method directed by the official designated by the city in charge of garbage disposal. Medical waste shall be handled as prescribed by state law.

(Code 1980, ch. 11, § 4(J))

Sec. 82-11. - Collection of charges.

The charges fixed in this chapter for the removal and disposal of all garbage and trash shall be entered by the city against the customer and shall be collected as charges for other city service.

(Code 1980, ch. 11, § 4(L))

Sec. 82-12. - Manner of collection; covering of vehicles to prevent litter.

- (a) The collection, removal and disposal of all garbage, trash and rubbish shall be carried on in a systematic, sanitary condition.
- (b) All vehicles used for the collection and transportation of garbage and trash shall be equipped with suitable covers which shall be used to prevent blowing or scattering of refuse while garbage and trash is being transported for disposal.

(Code 1980, ch. 11, § 4(M))

Sec. 82-13. - Private disposal.

No commercial enterprise, other than the city's contractor, shall be employed to remove and dispose of garbage, trash, or rubbish within the city, except as prescribed in this chapter.

(Code 1980, ch. 11, § 4(N))

Sec. 82-14. - Heavy dead animals.

Heavy dead animals such as, but not limited to, cows, horses, and mules shall be removed from the city at the expense of the owner or person having such animals in charge in the manner, time and by the method directed by the official designated by the city in charge of garbage disposal.

(Code 1980, ch. 11, § 4(K))

Cross reference— Animals, ch. 14.

CONTRACT FOR REFUSE SERVICES FOR RESIDENTIAL, RECYCLING AND COMMERCIAL REFUSE COLLECTION

The CITY OF COLLEYVILLE, a municipal corporation located in Tarrant County, Texas, hereafter called "City", acting by and through its duly authorized City Manager, and IESI TX Corporation, acting by and through its duly authorized officer, hereinafter called "Contractor", do hereby covenant and agree as follows:

Section I Exclusive Contract

City hereby grants to Contractor an exclusive contract and franchise, hereinafter referred to as "the Contract", to engage in the business of collecting and disposing of all garbage, brush, debris, construction and demolition waste, bulky items, bundled, bagged, or boxed bundled items, refuse and recyclable materials within the corporate limits of the City which is generated by residential, commercial and City properties. City also hereby grants to Contractor a license to use the public streets, alleys, easements and thoroughfares within the limits of the City for the purpose of collection and disposal of garbage, brush, bulky items, bundled, bagged, or boxed bundled items, and other refuse for a period of five years beginning September 1, 2007, and terminating August 31, 2012, with an option to renew for an additional five year period terminating August 31, 2017, subject to the limitations, terms, and conditions hereinafter specified and contained in the Contract.

Section II Components of Contract

In addition to this document, the contract documents shall include the following documents and this contract does hereby expressly incorporate the following exhibits as fully as if set forth verbatim in this contract:

- Service Contract
- Rate Sheet
- Miscellaneous Rate Sheet
- Performance Bond
- Survey Question

Contractor shall comply with all provisions of the contract documents and no amendment to this Contract shall be made except upon the prior written consent of the parties. No amendment shall be construed to release either party from any obligation of the contract documents except as specifically provided in such amendment.

This Contract is entered into subject to the following conditions:

- (A) The Contractor shall procure and keep in full force and effect throughout the term of this contract all of the insurance policies specified in, and required by, the contract documents.
- (B) The Contractor shall not be liable for the failure to perform, in whole or in part, the Contractor's duties if such failure is caused by catastrophe, riot, war, governmental order or regulation, fire, accident, or other act of God; specifically excluding however, labor or work related disputes, strikes, slowdowns, stoppages, etc.
- (C) In the event that any provision or portion of any contract document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws and not affect the applicability of remaining portions of the Contract.

Section III. Definitions

Wherever used herein, the following listed terms shall have the following meanings:

- (A) Anniversary Date: September 1, 2007.
- (B) Acceptable Brush: Tree trimmings that are bundled in lengths no more than four feet (4') in length and no more than fifty (50) pounds in weight. In the alternative of being bundled, materials may be placed in a disposable container.
- (C) Acceptable Waste: Any and all waste that is solid waste, refuse, or residential garbage including acceptable brush, garbage, yard waste, and trash, as solid waste is defined under the laws of the United States and/or the State of Texas and/or the regulations promulgated hereunder, and that is acceptable for disposal in a landfill permitted by the state.
- (D) Contract: The contractual Contract made and entered into by the City and a Contractor for the collection, transportation, and/or disposal of solid waste, and/or the collection, transportation, and/or processing of recyclable materials.
- (E) Backdoor Service: All handicapped or disabled customers who have provided verification to the City Manager, or his designee, from a physician as to their inability to carry containers to the curbside may place

containers at their front doorstep to be visible from the street or at another location of equal convenience to customer as may be determined by the City Manager, or his designee. Contractor cannot enter or be responsible for entering garages or behind enclosed fences.

- (F) Bin (Residential Recycling): Unless otherwise agreed to by City, an eighteen gallon bin with lid will be provided by Contractor to the residence consistent with current bins used by City for residential recycling. At the option of customer, Company shall provide a second bin at no cost. The City reserves the right to modify the recycling collection and bin size at a later date either, at the City's discretion, up to a ninety-six (96) gallon bin with wheels and lid to be provided by Contractor to the residence to be used for residential recycling. Residents who are aged sixty-five (65) and older, may in the alternative at their choice, be provided up to two (2) eighteen (18) gallon bin(s) with lid.
- (G) Bulky Waste: Stoves, refrigerators (with verification that CFC components have been removed by a certified technician), water tanks, hot water heaters, washing/drying machines, furniture, fencing materials, and other waste materials, but does not include residential construction debris, unbundled brush, dead animals, or hazardous waste. For purposes of this definition, residential fencing is defined as individual pieces or sections that exceed two feet by four feet and weigh more than fifty (50) lbs.
- (H) Bundle: Any limbs, branches, construction materials and other items, which cannot be placed into disposable containers but have been cut so as to not exceed four feet in length and the bundle not exceeding fifty (50) pounds with limbs not individually exceeding six (6) inches in diameter.
- (I) City: The City of Colleyville.
- (J) Commercial Refuse: All bulky waste, construction and demolition waste, garbage, rubbish, and stable matter generated by a customer at a commercial premise.
- (K) Commercial Premise: All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City, not a residential premise.
- (L) Commercial Hand Collection: A commercial premises that generates no more than one (1) cubic yard of refuse per week.
- (M) Residential Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations, excluding minor home improvements made by the homeowner not performed by a private contractor and not to exceed four (4) cubic yards.

- (N) Container, Commercial: Metal containers supplied by Contractor affording capacity to service a customer so as to prevent spillage, unsightly and unsanitary conditions.
- (O) Container, Residential: Any closed, water proof, plastic or metal container or can with a capacity not exceeding thirty (30) gallons; constructed of plastic, metal, or fiberglass; and having handles of adequate strength for lifting which is capable of containing garbage or trash without leaking or emitting odors, and which weighs when loaded fifty (50) lbs or less per container. The mouth of a container shall have a diameter greater than, or equal to, that of the base. Container may also be a plastic garbage bag or sack.
- (P) Contract Documents: Shall mean the inclusion of the Service Contract, Rate Sheet, Miscellaneous Rate Sheet and the Performance Bond.
- (Q) Contractor: IESI TX Corporation
- (R) Construction and Demolition Waste: Waste material resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products in excess of four (4) cubic yards. Construction and demolition waste does not include hazardous waste, refuse or waste.
- (S) Customer: A residential user, commercial hand collection user, and/or commercial user who generates refuse.
- (T) Debris: All dirt, concrete, rocks, bricks or other waste building materials.
- (U) Disposal Site: See Landfill.
- (V) Garbage: All animal or vegetable matter and other non-hazardous substances from residences, grocery stores, retail establishments, restaurants, churches, and other homes and businesses that do not emit noxious odor.
- (W) Hazardous Waste: Solid wastes regulated as hazardous by federal or state law, as amended from time to time, concerning the regulation of hazardous or toxic wastes. Examples may include, but are not limited to, all fecal material, paint, batteries, pesticides/herbicides, oil sludge, and any radioactive, pathological, toxic, acidic, or volatile materials or other hazardous or improper waste, to include rubber, tires, oil, dirt or rock and steel shavings.

- (X) Landfill: A facility permitted by the State of Texas to receive refuse.
- (Y) Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.
- (Z) Producer: An occupant of a residential premise or commercial premise who generates refuse.
- (AA) Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract documents, which can be sold for processing and use or reuse including, but not limited to, newsprint, magazines, cardboard boxes, catalogs, paper products, plastic containers (#1 through #7 PET and HDPE), glass containers, aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.
- (BB) Refuse: Residential and commercial bulky waste, residential construction debris, and stable matter generated at residential or commercial premises.
- (CC) Residential Garbage: All garbage, refuse, and rubbish generated by a customer at a residential premise.
- (DD) Residential Premise: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four (4) families. A residential premise shall be deemed occupied when water services are being supplied thereto. A condominium and/or town home dwelling, whether of single or multi-level construction shall be treated as a residential premise and may be billed separately as a residential premise on a case by case basis as determined by the City Manager.
- (EE) Roll-off Bin: Container provided to a Commercial Premise or Residential Premise by Contractor measuring 20 cubic yard, 30 yards or 40 cubic yards, intended for high-volume refuse or Construction and Demolition Waste generating Commercial Premise or Residential Premise, and capable of pickup and transport to a landfill by loading of container onto rear of transporting vehicle, but excluding a compactor.
- (FF) Rubbish: Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit.)

- (GG) Special Waste: Waste, from a non-residential source, meeting any of the following descriptions: (A) a containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.) (B) a waste transported in bulk tanker, (C) a liquid waste, (D) a sludge waste, (E) a waste from an industrial process, (F) a waste from a pollution control process, (G) residue and debris from the cleanup of a spill or release of a chemical.
- (HH) Solid Waste: All non-hazardous and non-special waste material, including unwanted or discarded waste material in a solid or semi-solid waste, including, but not limited to: garbage, ashes, refuse, rubbish, yard waste (including brush, leaves, tree trimmings, holiday ornamental trees, etc.), discarded appliances, and home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Landfill under the applicable federal, state, and local laws; regulations; and permits governing each.
- (II) Stable Matter: All manure and other waste matter normally accumulated in or about a stable; or any animal, livestock, or poultry enclosure; and resulting from the keeping of animals, poultry, or livestock.
- (JJ) Unacceptable Waste: Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.
- (KK) Yard Waste: Grass clippings, tree trimmings, yard cleanings, brush, leaves, etc.

Section IV

Contract Services

Contractor hereby covenants and agrees to diligently and faithfully perform the public service and work of collecting and disposing of all refuse of residential and commercial units to which it provides service, as provided herein, within the City. These services shall include the furnishing of all labor, tools, vehicles, equipment, materials, landfills, insurance, performance bonds, supervision and all other items necessary to the performance of such work and shall be carried

out in the manner, at the times, and in the locations and at the prices specified in the contract documents, and shall be subject to inspection and approval of the City Manager, or his designee.

Section V Fees and Rates

Contractor shall obtain information concerning the conditions at locations that may affect its performance of work. Contractor accepts that quantities of the number of residential, recycling and commercial units provided by City are strictly estimates. In evaluating and determining the base value of the Contract, Contractor is responsible to survey the City for use in preparing the proposal and as such, is encouraged to utilize its own or other estimates and to provide for growth or shrinkage factors.

(A) **Billing Rate:** The rates to be charged by Contractor for refuse collection through September 1, 2008, will be those set forth in Exhibit "A", the Rate Sheet, as modified from time to time as set forth and incorporated herein for all purposes. These rates will be binding and considered part of the Contract and may be modified by Resolution as approved by the City.

a. **Modification of Billing Rate at Contractor's Request:** Contractor shall maintain such rates as shown in Exhibit "A" until at least August 31, 2008. Annually thereafter, the rates shown in Exhibit "A" may be adjusted annually as provided herein in accordance with the Contract, subject to the contractor providing written notice as provided herein to the City at least ninety (90) calendar days in advance of the anniversary date, the intent to adjust rate. Except as otherwise specifically provided, said rate adjustments are subject to the approval of the City pursuant to Section V.(a)1(c) and V.(a)2. herein.

1. **Qualifications for Billing Rate Adjustment:**

Billing rate adjustments for changes in the (i) Consumer Price Index for All Urban Consumers (CPI-U), for the Dallas-Fort Worth, Texas Area (as defined below) and (ii) Fuel Index (as defined below) will be considered by the City no more than once per year during the term of the Contract, during the month of August of each contract year. Contractor must receive approval from the City for such billing rate adjustment, which approval shall not be unreasonably withheld. Contractor's request for an adjustment in the billing rates for increases in the CPI and the Fuel Index shall be calculated as follows:

(a) **CPI-U Component –**
Contractor shall first calculate the percentage of change in the Consumer Price Index (CPI-U), Dallas-Fort Worth,

Texas; All Items Less Energy; Base Period 1982-84=100, Not Seasonally Adjusted, published by the United States Bureau of Labor Statistics, Consumer Price Index (the "CPI") between the published final June CPI index of the then current year and the published final June CPI index of the immediately preceding year (the "CPI Component"). In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

(b) Fuel Component –

Contractor shall also calculate the percentage of change in the cost of diesel fuel during the prior twelve (12) month period, using the weekly average price of diesel fuel, as determined by reference to the Energy Information Administration of the U.S. Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast, published on the last Monday of each May of the Contract Year ("Fuel Index"). The EIA/DOE currently publishes these prices on their website at the following location: www.tonto.eia.doe.gov/oog/info/wohdp/diesel.asp. Contractor shall calculate the percentage of change in the price of diesel fuel between the average price of diesel fuel from the aforesaid website published for the last Monday of May of the then immediately prior year (the "Initial Fuel Base") and the average price of diesel fuel from the aforesaid website for the 52 weeks period immediately prior to the last Monday of May of the current year (the average being calculated by adding together the weekly fuel price for each of the 52 prior weeks, divided by 52) (the "Current Fuel Base"). The Initial Fuel Base utilized for May of 2007 shall be \$2.55 per gallon. The percentage change in the Initial Fuel Base and Current Fuel Base shall be multiplied by 13%, and the product thereof shall be the "Fuel Adjustment Component."

(c) Supplemental Component –

Contractor may petition the City, not more than once per year following the completion of the initial year, for adjustments to reimburse the Contractor for the reasonable costs to Contractor of any capital and/or operating expenditures including taxes, fees and surcharges required or imposed solely by federal or state law, regulation, rule, permit, or permit condition, that was not imposed because of

the action or inaction of the Contractor. Determination of such supplemental request for billing rate adjustment shall be at the sole discretion of the City.

- (d) Modification of Billing Rate at City's Request: City may petition Contractor, not more than once per year following the completion of the initial year, for adjustments to adjust the billing rate based on any decrease in Contractor's disposal costs, including but not limited to a decrease in average amount of waste per pickup. City's request will be reviewed as an individual component and any decrease will be automatically applied to the billing rate.

2. City Decision:

The City shall, within forty-five (45) days after Contractor's request for a Base Rate adjustment, advise Contractor of its approval or disapproval of an increase in the Base Rates effective as of September 1 of the then current year. If the City fails to render its decision within such forty-five (45) day period, the request shall be deemed approved. However, the City may provide, by written notice to Contractor, of an extension of the forty-five day requirement for an additional thirty (30) day evaluation period. The City's approval of Contractor's request for an increase in the Base Rates for a CPI-U/Fuel Components, as calculated above, shall not be unreasonably withheld. However, the decision by the City for a Supplemental Component billing rate adjustment shall be at the sole discretion of the City.

- (B) Franchise Fee: For and in consideration of the City granting Contractor a Contract within the city limits for commercial and residential refuse collection, the City shall independently establish a franchise fee, separate and apart from the Contractor cost for refuse collection services, calculated pursuant to:

- (1) Residential Billing: The City is hereby designated as the billing and collection agent for the residential refuse services provided herein. The City will levy 8.0 percent (8.0%) for each customer billing as payment of the portion of the franchise fee due on gross revenues. The City agrees to provide Contractor with a computer printout establishing the amount of the residential billings by the City each month, said printout to be provided and any amounts due to Contractor to be paid to Contractor no later than the twentieth (20) day of month following the month billed.

- (2) Commercial Billing: Contractor shall be responsible for billing and collection of funds for commercial refuse services. Contractor agrees to

provide the City with a computer printout and computer data file in a format acceptable to City for each customer served, the name of each customer, the type of container serviced, the frequency of collection, the location of each commercial container, and the total dollar amount per account serviced by Contractor each month and the total dollar amount collected each month, said information and the 8.0 percent (8.0%) of the total dollar amount collected for the month franchise fee to be provided to the City no later than the twentieth (20) day of the month following the month collected.

- (C) Audit: Either Contractor or the City may request an audit of all refuse related account records by the respective independent audit firm then engaged by either at the time of the request. Such audit shall be at the expense of the party requesting same unless the audit results in a credit or payment due of one thousand (\$1,000) dollars or more to the party requesting the audit in which case the cost of the audit will be paid by the non-requesting party. Further, documentation of billings will be provided to the City or Contractor upon request by the other party.

Section VI

Contractor's General Duties and Obligations

It shall be the duty and obligation of Contractor to perform the following services:

- (A) The Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, landfill and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. In no event will the average age of the trucks assigned to this contract be older than ten (10) years. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak or scatter any waste within the limits of the City nor while in route to the disposal site.
- (B) Due to the street size variations in the City, the Contractor shall provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Damage caused by collection equipment such as spillage, broken curbs or sidewalks, and mail boxes shall promptly be repaired or replaced at the Contractor's expense. Contractor shall not weave from curb to curb, drive in the middle of the road, or apply severe braking during routes through residential streets to prevent damage to infrastructure and for safety reasons. Contractor will train drivers to protect City streets and not make sudden braking stops that will damage street surfaces.

- (C) All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number, and unit number legible minimally from one hundred fifty feet (150'). All vehicles and equipment shall be of a uniform color, and the exterior of the vehicle and equipment shall be in good condition. No advertising, except the company logo, shall be permitted on vehicles. All collection equipment shall be maintained in a safe and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained through a regular preventative maintenance program and painted as often as necessary to preserve and present a well-kept appearance. Vehicles are to be washed and disinfected on the interior and exterior on a monthly basis or as reasonably requested by the City. Vehicles shall be reasonably maintained and free of dents, abrasions, or cosmetic damage.
- (D) Garbage collection vehicles and recycling collection vehicles shall be clearly distinguishable from one another. In the event that one vehicle is used to serve the other purpose, a clearly visible sign should be affixed to the vehicle to inform residents that the refuse or recycling materials are going to the proper place. The Contractor shall furnish the City a list of all equipment to be used fulfilling the Contract and shall update that list as equipment changes and as may be requested by the City. At no time shall the Contractor commingle garbage and recycling materials.
- (E) The City may inspect the Contractor's vehicles at any time to ensure compliance of equipment with the Contract and if found non-compliant may require that the equipment be removed from City service and replaced prior to the next scheduled service with a different vehicle or the deficiencies corrected to the reasonable satisfaction of the City.
- (F) Contractor will dispose of in a legal manner, all garbage, brush, debris, bulky items, bundled or boxed bundled items, and other refuse collected.
- (G) Contractor agrees to establish daily routes and special schedules for the collection of garbage, brush, debris, bulky items, bundled or boxed bundled items, and other refuse as necessary to fulfill the requirements of this Contract. The City shall reasonably approve all routes. The Contractor shall submit any proposed changes in the routes to the City for approval, which shall not be unreasonably withheld. The City shall have the right to require alteration of service to any premises where unsightly or unsanitary conditions have resulted from inadequate commercial containers or an insufficient number of collections.
- (H) Contractor agrees, at its own expense, to maintain a toll-free telephone number and to provide that telephones be answered from 8:00 A.M. to 5:00 P.M., Monday through Friday; and 8:00 A.M. to 12:00 P.M. on Saturday, excluding Holidays defined herein in Section VI(m), for the

purpose of handling complaints and other calls regarding solid waste and/or recyclable collection service. During these hours, a mechanical answering machine may not be used. Contractor may, however, use a mechanical answering machine to take messages at all other times.

- (1) The Contractor shall keep competent personnel in the office during the time the office is required to be open to the public, and the office personnel shall have authority to represent the Contractor in its relations with the public.
 - (2) The Contractor shall also provide the City a telephone number by which the Contractor can be contacted for after-hours' emergencies.
 - (3) The Contractor shall keep and maintain in the office a daily log in both electronic and paper form in a format acceptable to City of all the service calls and complaints, and shall show the nature of the call complaints or communication and nature and time of the disposition thereof by the Contractor. The City shall have the right to inspect the daily log at any reasonable time.
- (I) Contractor shall consistently and continually establish and maintain an authorized Managing Agent and shall designate, in writing, to the City Manager the name, telephone number, and address of such agent upon whom all notices shall be served by the City and to whom complaints received from citizens of the City may be directed.
 - (J) Contractor shall assign one supervisory level employee to oversee Contractor's operations in the City. Contractor agrees that if the supervisory level employee normally assigned to the City is scheduled off work then Contractor will assign a substitute supervisory employee who will have the same responsibilities as the regularly assigned supervisory employee. The City Manager, or his designee, will be given the name and contact information of the supervisor so assigned and will have the right to contact the supervisor directly should the need arise. The supervisor assigned to the City will be available to respond within two hours to issues that may arise.
 - (K) Contractor shall employ sufficient numbers of employees to meet its obligations under this Contract and employ only superintendents, supervisors, and workers who are careful, competent and fully qualified to perform the duties or tasks assigned to them and shall secure the summary dismissal of any person or persons employed by Contractor in or about or on the work who shall misconduct themselves or be incompetent, disrespectful, intemperate, dishonest, or otherwise objectionable or neglectful in the proper performance of their duties or who shall neglect or refuse to comply with or carry out the directions of Contractor. All workers

shall have sufficient skill, ability, and experience to properly perform the work assigned to them and operate any equipment necessary to properly carry out the performance of their assigned duties. Contractor shall perform driving record checks of all drivers working within the City with said checks to be updated every twelve (12) months or as frequently as required by State or Federal Department of Transportation Regulations.

All field employees shall pass a drug test and criminal background check, as administered by the Contractor, prior to working in the City. Contractor shall not assign an employ to work within the City who has been either charged or convicted of a sexual act against a child. Contractor shall remove any field employee not meeting this standard from working within the City and promptly advise the City of such occurrence.

- (L) Contractor shall provide evidence indicating that it has the right to use a landfill site for the purpose of this Contract for the entire period of this Contract and any agreed extensions thereto. Contractor agrees to indemnify and hold City harmless from any liabilities, including but not limited to, special clean-ups, fines or other regulations imposed on any landfill site used by the Contractor to dispose of City trash and refuse. As between the City and the Contractor, once waste is picked up by the Contractor, all refuse and garbage shall be the sole responsibility of the Contractor. Hazardous waste and other items prohibited by state, federal, or local regulation from placement in landfills shall not be knowingly or intentionally placed in a landfill by Contractor. If such hazardous or prohibited waste is inadvertently placed in a landfill by Contractor, the Contractor shall not be precluded from seeking remedies, including but not limited to damages, due the Contractor from the industrial or commercial customers that generated the hazardous or prohibited waste and placed it with the Contractor for collection and disposal. Contractor and the City recognize that the Contractor's Contract to indemnify the City from any and all liability for items placed in a landfill flows from the joint knowledge of the parties that the City will not know what is being placed with the Contractor and delivered to the landfill.
- (M) Contractor may cancel collection services on only the following holidays: New Years Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day. Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection services for the holiday. Any services cancelled due to an observed holiday will be collected on the next regular scheduled collection day. Contractor will be responsible for notifying all customers at Contractor's expense of any deviation from a regular scheduled pickup day due to any holiday observed by Contractor. If a necessity arises that Contractor believes warrants collection services on a designated holiday, approval shall be obtained from the City Manager, or his designee, at least twenty-four (24)

hours prior to the holiday collection. Contractor will be solely responsible for timely informing affected customers of this holiday pick-up. The City and Contractor will work together to determine the most appropriate method of said notification.

- (N) Contractor shall provide at the City's sole discretion a representative to assist with customer inquiries, account assistance, scheduling, complaints, etc. for the first thirty (30) calendar days and during normal office hours of the contract initiation in the event the contract is awarded to a new service provider.

Section VII

Contractor's Collection Duties and Responsibilities

- (A) Residential Collection.
 - (1) The Contractor shall provide curbside or backdoor collection service for residential solid waste (including Acceptable Brush) on a four day schedule with all residential customers receiving service twice per week on either a Monday/Thursday or Tuesday/Friday schedule. Contractor shall collect all Acceptable Waste placed in authorized containers (plastic bags or residential containers), and yard waste bundles placed at curbside by 7:00 A.M. on the designated collection day. Contractor shall pick up all garbage on the designated collection day no later than 7:00 P.M. Unless approved in writing in advance by the City Manager, no collection shall be made on Sunday.
 - (2) Contractor shall be required to collect all acceptable brush and tree trimmings up to four (4) bundles per collection with bundles not weighing more than fifty (50) pounds each, two (2) times per week during the term of this Contract, with a minimum of two (2) days between collections, except as otherwise mutually agreed to by the City and Contractor. In the alternative of being bundled, materials may be placed in a disposable container. Any additional bundles exceeding the four (4) bundles per collection requirement shall be collected by the Contractor, at the customer's request, on the same on-call basis for a rate set forth in the Miscellaneous Rate Sheet. Contractor shall bill the customer directly for this fee and is responsible for collection of same.

Contractor shall collect bulky waste and brush, rubbish and trees not exceeding four (4) cubic yards per collection and not to exceed four (4) times per calendar year. Any additional bulky waste pickups exceeding this collection schedule shall be collected by the Contractor, at the customer's request, for a rate set forth in the

Miscellaneous Rate Sheet. Contractor shall promptly communicate and bill the customer directly for this fee and is responsible for collection of same. All bulky waste set at the curb will be collected by the Contractor on the regular refuse pick-up schedule. Bulky waste pick ups exceeding the four times per calendar year limit will be collected and billed to the customer. Contractor is required to bill the customer and leave information at the address indicating cost. A copy of each additional billing shall be provided to the City on a monthly basis.

- (3) Contractor shall make reasonable efforts to establish a process for providing a customer service request component for customers needing to schedule special collection services. The service shall be provided on a twenty-four hour/seven day per week customer call center and additionally supported by an internet based system. Special collection services shall include, but are not limited to, bulky waste, bundled waste and grass-leaf bags. The online internet component shall be a secured online payment system. Company shall provide a history summary enabling the user to quickly and accurately ascertain prior usage. Company shall provide, at no cost, a link from the site to the City website.
- (4) Contractor shall make collections with a minimum of noise and disturbance to the householder. This work shall be done in a sanitary manner. Any refuse or trash spilled by Contractor shall be picked up immediately by the Contractor's employees.
- (5) It is anticipated that the City will evaluate and consider employing a citywide yard waste elimination program during the term of the Contract. In such case, Contractor shall assist the City with research and evaluation of best practices, cooperatively participate in the deployment of equipment and personnel if selected by the City and adjust rates based on a mutually agreed negotiate rate. The implementation of such a program shall not commence until after the completion of the first anniversary.

(B) Curbside Recycling.

- (1) The Contractor shall provide curbside or backdoor collection service for residential recycling on a two (2) day schedule with all residential customers receiving service once per week on either a Monday/Thursday or Tuesday/Friday schedule. Contractor shall collect all materials placed at curbside by 7:00 A.M. on the designated collection day. Contractor shall pick up all materials on the designated collection day no later than 7:00 P.M. Unless

approved in writing in advance by the City Manager, no collection shall be made on Sunday.

- (2) Recyclable commodities for each residential premise shall be serviced once per week. The Contractor shall provide curbside or backdoor recycling collection service. Contractor shall collect all recyclable commodities placed at curbside or backdoor by 7:00 P.M. on the designated collection day. In the alternative and subject to City approval, Contractor may provide for collection of recycling on a non collection day for regular residential recycling collection. Contractor shall pick up all recycling commodities on the designated collection day no later than 7:00 P.M. Any additional recycling container, other than defined in Section III, will be billed to the customer pursuant to the cost identified in the Miscellaneous Rate Sheet.
- (3) The charge for collecting multiple bins shall be the same as for the collection from a single bin.
- (4) Contractor shall provide replacement bins for customers whose bin is damaged, lost, or stolen at the rate as listed on the Miscellaneous Rate Sheet.
- (5) Contractor shall collect the recyclable materials at the curb. Contractor shall collect recycling material set out for collection outside the normal recycling bin when necessary. An example includes extra newspapers bundled and/or bagged where volume is greater than bin size.
- (6) Contractor shall provide the City a recycling report detailing volume collected and participation rate on a monthly basis, within fifteen (15) working days from the end of the reporting month. The report will provide estimated summaries of the tonnage of all materials recovered by type of materials, residential participation, rates in terms of weekly and monthly set-out counts with a description of the methods used to determine the participation rates.
- (7) The Contractor shall be responsible for transporting the marketable recyclable materials to a processing site and must have established buyers or markets for the recyclables. The Contractor may be required to identify the buyers of the recyclables upon request by the City. To the fullest extent possible, recycling materials should be protected against contaminants that require disposal at the landfill. The Contractor shall be totally responsible for the processing and marketing of all marketable recyclable materials collected pursuant to the Contract.

- (8) If Contractor's employees determine that the recyclable materials set out by the resident are unacceptable due to the inappropriateness of the materials, Contractor will leave the inappropriate materials in the bin. A sticker shall be attached to the bin explaining the reason the materials were rejected. Contractor will not be required to collect recyclable materials mixed with garbage or rubbish normally collected by solid waste collecting crews.
- (C) Commercial and Industrial Collections.
- (1) The Contractor shall provide curbside collection service for solid waste (not exceeding the defined limits herein) on a five day schedule for all commercial hand collection customers. Contractor shall collect all Acceptable Waste placed in authorized containers (plastic bags or containers), placed at curbside by 7:00 A.M. on the designated collection day. Contractor shall pick up all garbage on the designated collection day no later than 7:00 P.M. Unless approved in writing in advance by the City Manager, no collection shall be made on Sunday.
- (2) Commercial Container Specifications: Contractor agrees to make commercial containers for storage of garbage, refuse, brush, Construction and Demolition Waste, and/or debris, as the case may be, available upon request of the owner or occupant of any premises (at such owner's or occupant's expense) within the corporate limits of City, excluding single family and two family residences. The commercial containers provided by Contractor shall be (i) equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents, (ii) maintained in good repair, appearance, and in a sanitary condition, and (iii) clearly marked with Contractor's name and telephone number in letters not less than two (2) inches in height. If collection is from a commercial container, that container should be located on a concrete pad to accommodate collection equipment.
- (3) Frequency of Commercial Collections: Contractor agrees that the frequency of collections shall be as is mutually agreed upon by Contractor and the commercial customer, provided, however, collection service shall be at least once per week to maintain the premises free of accumulation of waste and no collections will be made on Sundays.

Contractor shall notify City if the size and number of commercial containers and frequency of pickup at a commercial site are

insufficient to avoid an unsightly accumulation of refuse or fire hazards or an accumulation of flies, rodents, scavengers and unnecessary odors. Hours of collection for commercial customers shall be between 7:00 A.M. to 7:00 P.M.

- (4) Frequency of Industrial Collections: Contractor agrees that the frequency of collection shall be as is mutually agreed upon by Contractor and the industrial customer, provided, however, that Contractor shall notify City if collection service are not scheduled so as to maintain the premises free of accumulation of refuse or fire hazards or an accumulation of flies, rodents, scavengers and unnecessary odors.

(D) City Collections.

The Contractor shall provide at no charge to the City, the collection, transportation, and disposal of waste accumulated by the City at City owned, operated, or other City designated sites up to ten thousand front load container service yards and twenty four (24) 30-yard roll off loads of waste per year ("Annual Limits"). City will provide a list of such sites to Contractor. Regular service shall include the free provision, collection, and hauling of dumpsters and/or roll-off containers as requested by the City for special events and ongoing or special projects. In the event that the City's containers are full and are in need of a special disposal, the Contractor shall accommodate the City when possible. For collection service requirements in excess of these Annual Limits, the City will be charged the then current rates for such service as set forth in the attached Rate Sheet. For purposes of this section, commercial service yards per container shall be calculated using the container size multiplied by the times of collection (for example: 6-yard container X 3 times per week collection X 4.33 weeks per month X 12 months = 935 annual commercial collection yards). Roll off loads shall consist of completed loads of large containers (30-yards) to the Landfill as directed by the City.

The Contractor shall provide one roll-off container commencing on the Saturday of the city general election at no cost to the City. The Container shall be placed at the location designated by the City for one week following the election.

(E) Special Collections

- (1) Holiday Ornamental Tree Recycling. The Contractor shall provide for the collection of ornamental holiday trees, for no additional fee, by Residential Customers for the period beginning on the 26th of December of each year and ending on January 9th of the succeeding year as part of the customers regular refuse collection schedule.

(2) Storm Debris Management Program. In the event of a major storm, as determined by the City Manager, the Contractor shall provide, at the City's request, assistance to residents in the disposal of storm debris. The Contractor agrees to provide sufficient information to substantiate its costs to provide this service and the City and Contractor agree to negotiate in good faith to agree upon the fees to be paid for this service.

Section VIII Spillage

- (A) Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case, all scattered refuse shall be cleaned up immediately by the Contractor. A fork, push broom, and a scoop-type shovel shall be maintained on each truck for clean up activity. The Contractor shall, if necessary, hand clean all spillage resulting from its collection activities. In the event of spillage of hydraulic fluid, engine oil, fuel, or other liquids that spill from the collection truck which may require power washing ("truck fluids") on City infrastructure or private property, Contractor agrees to power-wash the pavement or concrete to attempt to remove spillage within twenty-four (24) hours of notification of said spillage. In the event of spillage on private property, Contractor shall remove said waste within twenty-four (24) hours of notification to Contractor.
- (B) Contractor will not be required to clean up or collect loose refuse and/or spillage not created by its operations, but shall report the location of such conditions to the City so that proper notice can be given to the customer at such premises to properly contain such refuse. Spillage or excess refuse shall be picked up by Contractor after the customer reloads the containers. In the case of commercial customers, Contractor shall be entitled to an extra collection charge for each reloaded commercial container requiring an extra collection.
- (C) Should such commercial spillage continue to occur, due to the inadequate size of the container, the City shall require the commercial customer and Contractor to increase the frequency of collection of the customer's refuse, or require the customer to utilize a commercial container with a larger capacity, and Contractor shall be compensated for such additional services.

Section IX Non-Collection and Complaints

- (A) All service complaints shall initially be directed to Contractor. In all cases, Contractor will strive to resolve complaints to the City satisfaction within

the same business day, excluding weekends, Holidays and after normal business hours. Any missed pickups of residential refuse will be collected the same business day if notification to the Contractor is provided by 2:00 P.M. but not later than 12:00 P.M. the next business day if notification is provided after 2:00 P.M.

Unless Contractor provides proper documentation to the City, Contractor will contact the customer and begin the resolution process by the end of the next business day following receipt of the complaint and seek to resolve the complaint to the complainant's satisfaction within twenty-four (24) hours of receipt of the complaint, excluding weekends, Holidays and after normal business hours. If the Contractor is unable to resolve a complaint within twenty-four (24) hours, Contractor will notify City and provide documentation to the City's satisfaction explaining the reasons the complaint cannot be satisfied within the specified time period. The City Manager, in the event that the Contractor fails to resolve the complaint within 36 hours (excluding weekends, Holidays and after normal business hours) may reasonably elect to deduct from amounts due the contractor the sum of one hundred (\$100) dollars for each occasion. The Contractor may appeal the decision of the City Manager to the City Council. On a monthly basis, Contractor shall supply the City with copies of all complaints on a form approved by the City or in an electronic format acceptable to City at City's option indicating the disposition of each complaint. The form shall indicate the day and hour on which the complaint was received and resolved.

- (B) The City shall notify Contractor of each complaint reported to the City in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint. Contractor shall notify the City of its disposition in the bi-weekly report described in the preceding paragraph.
- (C) Contractor shall provide the City with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees, agents and subcontractors.
- (D) Contractor shall notify all customers about complaint procedures, rules and regulations, and days of collection on an annual basis and whenever there is a change in service, days of collections, procedures, etc. The City and Contractor will work together to determine the most appropriate method of said notification.
- (E) For a complaint from a customer or Contractor, the City Manager, or his designee, shall be responsible for deciding any disputes between the Contractor and the customer as to the validity of the complaint. The decision of the City Manager, or his designee, on such matters shall be

final and all parties agree to abide by said decision; provided, however, that when Contractor challenges any complaint or failure to perform under the Contract, the City Manager may, or his designee's, in his sole discretion, request a joint inspection by a representative of the City and a representative of Contractor. However, such inspection shall not alter the City Manager's, or his designee's, discretion to make the final decision regarding such matter.

- (F) It is understood and agreed by and between the City and Contractor that if any customer maintains improper or inadequate containers for the nature, volume or weight of refuse to be removed from the premises, or if any customer improperly places debris or bulky items for collection, Contractor may refrain from collecting all or a portion of such refuse and shall notify the City and the customer that refuse has not been removed from his premises on the scheduled collection day and where no notice of non-collection or a change in collection schedule has been received from Contractor, the City may investigate. If the City determines that Contractor has failed to collect refuse from the premises without cause, Contractor shall collect same within 24 hours after a collection order is issued by the City.
- (G) Employees of Contractor shall not be required to expose themselves to dangerous or vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but Contractor shall immediately notify the City, in writing, of such condition and of Contractor's inability to make collection.
- (H) Contractor may cancel a portion or all of a scheduled service day due to hazardous weather conditions, and shall notify the City Manager or his designee of such cancellation as soon as the decision to cancel service has been made. Unless otherwise reasonably approved by the City Manager, such decision in no manner relieves the Contractor of its obligation to provide residential collection services twice per week and recycling collection services once per week. Contractor will be responsible for notifying all customers at Contractor's expense of any deviation from a regular scheduled pickup day due to a hazardous weather condition.

Section X

Review of Performance

- (A) The City may conduct an annual performance review, on or about the anniversary date of the Contract, to review the previous twelve months performance. City staff shall present a summary of complaints regarding the handling and status of complaint being resolved for that previous time

period. The Contractor shall be provided an opportunity to present information as well concerning the handling status of complaints or other service issues. The Contractor shall be provided a reasonable cure period, by the City, to correct any identified complaints for the previous year.

At the end of the initial term of the Contract, the City may undertake a review of the performance of the Contractor based upon performance and quality measures outlined in the Section XI of this Contract. If the City finds the performance of the Contractor to be acceptable, this Contract will automatically renew under the same terms and conditions for an additional period as provided in Section I herein.

- (B) If at the conclusion of a performance review conducted pursuant to Section X(a) above, the City determines that the Contractor's performance is unacceptable, the City and Contractor will enter into good faith discussions to resolve any problems with the Contractor's performance.
 - (1) If Contractor and City are able to reach agreement regarding the level of Contractor's performance and the steps necessary to improve Contractor's performance, and if said steps are implemented by Contractor, the term of service will be renewed for the same time period called for upon a finding of acceptable performance by the City.
- (C) In the event the term of service is considered for extension, the City will undertake a review of the performance of the Contractor based on the performance and quality measures outlined in Section XI of this Contract. If the City finds the performance of the Contractor to be acceptable, this Contract will automatically renew under the same terms and conditions for an additional five (5) year period, terminating August 31, 2017. If the City determines that the Contractor's performance is unacceptable, the City will notify the Contractor of this determination by December 31, 2012, and the City and the Contractor will enter into good faith discussions to resolve any problems with the Contractor's performance. If the Contractor and the City are able to reach Contract regarding the level of Contractor's performance, and if said steps are implemented by Contractor, this Contract will renew as provided herein. Otherwise, the Contract will not be renewed and be cancelled on August 31, 2012.

Section XI

Performance Measures

In evaluating Contractor's performance, the City will determine whether the Contractor has met the following performance measures:

- (A) Contractor will strive to meet and exceed community expectations for customer service and community involvement. By the anniversary date each year, Contractor will provide to City an annual work plan detailing and identifying areas of opportunity to be engaged as an active and participative member of the corporate community. Financial participation, while encouraged, shall not be a factor of consideration.
- (B) Customer Complaints: In accordance with Section IX(a) herein, Contractor shall not have failed to contact customers to begin the resolution process by the end of the next business day more than six times per year, and contractor will have resolved customer complaints to the complainant's satisfaction within 36 hours of Contractor's receipt of the complaint, as called for herein, except for Sundays and Holidays and those instances where Contractor has provided the City with written documentation showing why the complaint will take longer than thirty-six (36) hours to resolve, ninety percent (90%) of the time as measured over an eighteen month period.
- (C) Satisfaction Survey: A Customer Satisfaction Survey ("Survey") may be performed by the City at a time when the performance of other city services are being surveyed, at City's expense. The question in the Survey to be asked of the customers in relation to Contractor will be as set forth in Exhibit "D", or as otherwise agreed to by City and Contractor. The parties agree that it is a goal to have at least eighty-five percent (85%), excluding those who answer "no experience," or "no comment" of the responses to the Survey will rank Contractor as good or excellent. Nevertheless, the parties will discuss the actual results and attempt to determine if a lower rating is acceptable to the City based on the circumstances surrounding the Survey. The Survey shall be valid and reliable, and properly reflect the different categories of the City's population, including, but not limited to, age, region of the City where respondent lives, and income levels. The Survey will not be conducted by mail. If Contractor challenges the Survey, the City agrees to provide all information relating to the Survey to Contractor so that Contractor can investigate the validity and reliability of the Survey or whether it properly reflects the City's population.
- (D) Collection of Acceptable Waste: Contractor shall not fail to collect acceptable waste within twelve business hours after learning of the failure to collect acceptable waste more than ten (10) times in any twelve month period.
- (E) Duties and Obligations: Contractor shall have substantially performed all of Contractor's General Duties and Obligations as set forth in Article VI of this Contract.

- (F) Spillage: Contractor shall not have failed to pick up scattered refuse or spillage in accordance with Article VIII more than three times in any twelve month period.
- (G) Noncompliance: Contractor shall have no events of Noncompliance as outlined in Article XV herein.
- (H) Timeliness of Collection: Contractor shall have received complaints alleging that collection within 1,000 feet of any residence occurred before 7:00 a.m. or after 7:00 p.m. on more than three occasions.
- (I) Adherence to State, Local and Federal Laws: Contract shall have no violations of and State, Local or Federal laws, excluding traffic violations in the previous twelve (12) months.
- (J) Recycling Education: Contractor will provide at least one public recycling education session explaining the benefits of recycling.
- (K) Reports: Contractor shall provide the City with a monthly commercial report. The report should include the amount of commercial activity including the number of commercial customers, the number of commercial accounts by size and number of pick-up, the number of cubic yards of collected, and any other information requested by the City. The Contractor shall provide the City with this information within fifteen (15) days from the end of the reporting month. Contractor shall also provide the City with a monthly residential haul report. Such report shall include such information as necessary to determine Contractor's disposal costs, including but not limited to the average amount of waste per pickup.

Section XII

Contractor's Relation to City

- (A) Contractor as Independent Contractor: It is expressly agreed and understood that Contractor is in all respects an independent contractor as to the work, duties and rights granted herein, notwithstanding the fact that Contractor is bound to follow the direction of designated City officials, and that neither Contractor nor any person performing any of the work covered under this contract is in any respect an agent, servant, officer or employee of the City. This contract specifies the work to be done by Contractor, but the method to be employed to accomplish this work shall be the exclusive responsibility of Contractor, and under Contractor's exclusive control and right of control. The doctrine of respondent superior shall not apply between the City and Contractor, or any of Contractor's agents, servants,

employees or subcontractors and nothing herein shall be construed as creating a partnership or joint enterprise between the City and Contractor.

- (B) Subletting Contract: This Contract, or any portion thereof, shall not be sublet or assigned except with the prior written consent of the City. No such consent will be construed as making the City a party to such subcontract or assignment, or as subjecting the City to liability of any kind to any subcontractor or assignee. No subcontractor or assignee shall, under any circumstances, relieve Contractor of his liability and obligation under this Contract, and despite any such subletting or assignment, the City shall deal through Contractor unless otherwise agreed by the City. Any subcontractor and assignees will be dealt with as workers and representatives of Contractor, and as such shall be subject to the same requirements as to character and competence as are other employees of Contractor.
- (C) Inspection of Performance: The City Manager, or his designee, may inspect Contractor's operations, equipment and performance at any reasonable time and Contractor shall furnish the City Manager, or his designee, with every reasonable opportunity to inspect Contractor's operations or equipment or for otherwise ascertaining whether or not the work is being performed in accordance with the requirements of this contract.

Section XIII Indemnification

Contractor covenants and agrees to fully indemnify, hold harmless and defend the City, its officers, agents, servants and employees from and against any and all claims, demands, suits, judgments, costs and expenses (including attorney's fees) for property damage or loss, and/or bodily/personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the performance, attempted performance or non-performance of the work and services described hereunder including operations of subcontractors, if any, and the acts or omissions of employees or agents of Contractor, or in any way resulting from or arising out of the collection, transportation or disposal of solid waste under this contract, save and except for the loss or injury due to City's sole negligence, or willful acts or omissions without, however, waiving any governmental immunity available to City under Texas law and without waiving any defense of City or Contractor under Texas Law.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

The insurance coverage specified below constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability or responsibility of Contractor under the terms of this contract.

Section XIV Insurance

The Contractor shall obtain and maintain in full force and effect for the duration of this Contract and any extension hereof, at the Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City in the following types and amounts. Any of the insurance coverage required herein may in part, or in whole, come from self funded, ERISA, or self insurance plans.

	TYPE	AMOUNT
(a)	Worker's Compensation and Employer's Liability	Statutory \$100,000/500,000/100,000

	TYPE	AMOUNT
(b)	Commercial General (Public) Liability insurance including coverage for the following: a. Premises Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Advertising Injury f. Contractual Liability g. Medical Payments	Combined single limit for bodily injury and property damage in the amount of \$2,000,000 per occurrence or its equivalent.

	TYPE	AMOUNT
(c)	Comprehensive Automobile insurance, including coverage for loading and unloading hazards, for: a. Owned/Leased Vehicles b. Non-owned Vehicles c. Hired Vehicles	Combined single limit for bodily injury and property damage in the amount of \$5,000,000 per accident or its equivalent.

(A) **Additional Policy Endorsements.**

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular

policy terms, conditions or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). The City may review the Policy limits every year, and at such times the Policy limits may be reasonably adjusted, provided such adjusted limits are available, and any additional premium cost may be passed through to customers if approved by the City in accordance with Section V.(b). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof.

- (B) Required Provisions: The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:
- (1) Name the City of Colleyville and its officers, employees, and elected representatives as additional insured, (as the interest of each insured may appear) as to all applicable coverage;
 - (2) Provide for thirty (30) days notice to the City for cancellation, non-renewal, or material change and ten (10) days notice for workers' compensation coverage;
 - (3) The Contractor agrees to waive subrogation against the City and its officers, employees, and elected representatives for injuries including: death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance except for cases involving the sole negligence of the City;
 - (4) Provide that all provisions of this Contract concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability sufficient to include such obligations within applicable policies;
 - (5) For coverage's that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the Contract, plus one (1) year (to provide coverage for the warranty period), and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period; and
- (C) Notices: The Contractor shall notify the City in the event of any change in coverage and shall give such notices in writing no less than thirty (30) calendar days prior to the change. The notice must be accompanied by a replacement Certificate of Insurance.

Section XV Noncompliance

In the event Contractor shall fail to perform any of the material provisions (a "Material Breach") of this Contract, City shall promptly notify Contractor of its noncompliance, stating with particularity the facts relating thereto. Thereafter, if the Material Breach is not corrected or if agreed upon steps are not taken to improve and/or otherwise comply with the terms of this Contract within a period of time which is reasonable in relation to the nature of the event of noncompliance but in no case more than ten (10) days (hereafter the "Contractor Cure Period") the Material Breach shall constitute an act of noncompliance. For each such Material Breach, City may deduct from the consideration to be paid Contractor the sum of Five Thousand and No/100 Dollars (\$5,000.00) per day for each day such Material Breach shall continue following the Cure Period ("Liquidated Damages"). This remedy is hereby expressly made cumulative of other remedies available to City, at law or in equity, for the breach of this Contract. Notwithstanding anything stated in this Article XV to the contrary, a Material Breach shall represent all breaches for a material breach of a given section per day. For instance, if Contractor were unable to service a material number of pickups for a given period, (e.g., three days) the Liquidated Damages amount shall be the total damages per day paid in connection with that Material Breach (not per each account that Contractor did not service.) Total Liquidated Damages for that Material Breach for the three (3) calendar day period would be Liquidated Damages times three (3).

Section XVII Termination

If at any time Contractor shall fail to substantially perform terms, covenants, or conditions herein set forth, City shall notify Contractor by certified mail addressed to the Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has breached the terms and provisions of the Contract. Contractor shall be allowed ten (10) calendar days from the date of receipt of notice to remedy any failure to perform and provide written documentation of such remedy. Should the Contractor fail to remedy issues related to the breach of said Contract conditions, then a hearing shall be held by the City. Should City deem failures to be corrected, no hearing shall be held.

Nothing herein waives or impairs City's rights to terminate the Contract pursuant to law upon a material breach by the Contractor. A notice shall be sent to Contractor no later than fourteen (14) calendar days before a hearing is scheduled. The notice shall specify the time and place of the hearing, and shall include the specific reasons in support of City's claim that Contractor has breached the terms and provisions of the Contract. Contractor shall be allowed to be present, and shall be given the full opportunity to present its reasons why

the Contract should not be terminated and answer such claims that are set out against said Contractor. If the City makes a finding that the said Contractor substantially failed to perform its duties as specified in the Contract, the City may terminate the Contract. If the City so terminates the Contract, nothing herein waives Contractor's ability to claim or assert that the City's termination was wrongful and/or a breach of this Contract in a court of law. The foregoing notwithstanding, the City reserves the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. Contractor reserves the right to disagree with the findings of the City.

Nothing herein waives or impairs Contractor's rights to terminate the Contract pursuant to law upon a material breach by the City. Provided, however, Contractor shall notify City by certified mail addressed to the City at the address set forth herein of specific reasons in support of Contractor's claim that City has breached the terms and provisions of this Contract. City shall be allowed ten (10) days from the date of receipt of notice to remedy any alleged breach. Should the City fail to remedy issues related to the alleged breach of said Contract conditions, then Contractor may terminate. Nothing herein waives City's ability to claim or assert that Contractor's termination was wrongful and/or a breach of this Contract.

Section XVIII Miscellaneous

- (A) Compliance with laws: Contractor hereby agrees to comply with all applicable federal, state, and local laws including the Fair Labor Contract Act, and rules, regulations orders and decrees of the State of Texas Department of Health, the Texas Commission on Environmental Quality, and the United States Environmental Protection Agency or their successors. Contractor shall indemnify and hold harmless the City, its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, orders, or decrees, whether such violation was by Contractor, its agents or employees, or any subcontractor or assignee. Contractor shall not be required to collect or dispose of any oil, sludge, fecal material or any radioactive, pathological, toxic, acidic or volatile material, or other hazardous waste or improper waste from any commercial or residential customer. Should Contractor elect to dispose of such materials, Contractor shall receive a fee or charge mutually acceptable to Contractor and to the party requesting disposal of such materials. Should Contractor elect to dispose of such materials, Contractor shall take such steps and precautions as are required by the applicable laws governing disposal of such material and shall indemnify the City from any liability arising from such disposal.

Contractor shall at all times observe all City ordinances controlling or limiting those engaged in performing work under this contract; provided, however, that nothing contained in any ordinance now in effect or hereafter adopted pertaining to the collection of brush, debris, garbage, hazardous waste, bulky items, refuse, bundled or boxed items or other trash shall in any way be construed to affect, change or modify or otherwise alter the duties, responsibilities and operation of Contractor in the performance of the terms of this contract. It is the intention hereof that Contractor be required to perform the terms of this contract regardless of the effect of interpretation of any municipal ordinance which in any way relates to brush, debris, garbage, hazardous waste, bulky items, refuse, bundled or boxed items or trash.

- (B) Multiple Originals: This contract is executed in multiple originals, each of which shall be deemed for all purposes to be an original, and all of which are identical.
- (C) Paragraph Headings: The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this contract.
- (D) Successors and Assigns: All of the terms, covenants, and agreements contained herein shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.
- (E) Notices: Notices by either party to the other party shall be sufficient if sent by certified mail, postage paid, return receipt required, addressed to the other party at the addresses designated below each party's signature hereunder.
- (F) Venue and Choice of Law: The parties acknowledge that this Contract is fully performable in Tarrant County. Should any action, whether real or asserted, at law or in equity, arise out of terms and conditions of this contract, venue for said action shall be in Tarrant County, Texas and this Contract shall be construed under the substantive laws of the State of Texas excluding its choice of law provisions.
- (G) Governmental Powers: It is understood and agreed that by execution of this contract, the City does not waive or surrender any of its governmental powers.
- (H) Taxes: Contractor shall pay all federal, state and local taxes including sales tax, social security, worker's compensation, unemployment insurance and any and all other required taxes which may be chargeable

against Contractor for its labor, material, equipment, real estate and any other items necessary to and in performance of this contract.

- (I) Licenses, Permits, and Fees: Contractor agrees to obtain and pay for all licenses, permits, certificates, inspections and all other fees required by law or otherwise necessary to perform the services prescribed hereunder. Contractor shall also pay, at Contractor's own expense, all disposal fees associated with the collection, removal and disposal of refuse.
- (J) Sovereign Immunity: Nothing contained within this Contract, including but not limited to Section X(b) herein, shall be deemed a waiver of City's sovereign immunity.
- (K) Performance Bond: Contractor agrees that upon the execution of this Contract and before beginning work, it shall make, execute and deliver to the City a good and sufficient surety bond in a form furnished by the City, to secure the faithful performance of the terms and conditions herein. Such bond shall be in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00), and signed by the president or general officer of Contractor, together with the signature of the corporate secretary and the corporate seal. The surety shall be a surety company duly authorized to do business in the State of Texas, and approved by the City.
- (M) Construction: The parties acknowledge that they are each represented by counsel and have had sufficient opportunity to review this Contract. Therefore, the parties agree that nothing in this Contract will be construed against the drafter.
- (N) City Emergency Contact: The City agrees to provide Contractor with the name and phone number of the employee Contractor should contact after hours should an emergency arise.
- (O) City Enforcement: To the extent authorized by law, City agrees to use its best efforts to ensure that Commercial and Industrial customers utilize Contractor's services.
- (P) Additional Provisions: If taxes or fees are imposed upon Contractor after the date of this Contract by a governmental entity or agency directly attributable to Contractor's handling or disposition of refuse or waste as required by the Contract, then Contractor may request to recover those additional taxes or fees during the term of this Contract in accordance with Section V(b) herein.
- (Q) Written Communication: All demands, notices or other communications allowed or required hereunder shall be in writing and shall be deemed given when delivered in person or deposited in a receptacle for the United

States Postal Service, postage prepaid, registered or certified, return receipt requested, addressed to the parties as follows:

CITY:

City Manager
c/c Budget & Administrative Services Manager
City of Colleyville
100 Main Street
Colleyville Texas 76034

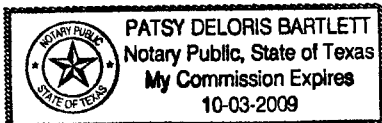
With a copy to:
Matthew C. G. Boyle
BOYLE & LOWRY, L.L.P.
4201 Wingren, Suite 108
Irving, Texas 75062

CONTRACTOR:

District Manager
IESI TX Corporation
P.O. Box 162479
Ft. Worth, Texas 76161-2479

- (R) Governmental compliance: If, after the date of the Contract, additional regulations by a governmental entity or agency result in extra costs to Contractor in providing the services required herein, the Contractor may be entitled to recover those costs during the term of this Contract in accordance with Section V(b) herein.
- (S) Force Majeure: Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar contingency beyond the reasonable control of Contractor. Specifically excluding such cause however shall be work related stoppages and labor strikes.
- (T) Modifications: This Contract may not be changed orally, but only by an Contract in writing signed by the City and Contractor. No act, delay, omission, course of dealing between the parties will be a waiver of any rights or remedies under this Contract. Any waiver of any right, remedy or requirement under the terms of hereof on any occasion will not be a bar or constitute a waiver of the exercise of the same or other right or remedy on subsequent occasions.

IN WITNESS HEREOF, the contracting parties, by our duly authorized agents, hereby affix our signatures and seals on this 24 day of May, 2007.



IESI TX Corporation
P.O. Box 162479
Ft. Worth, Texas 76161-2479

By:

Name: John Gustafson

Title: Vice President Region Manager

[Handwritten Signature]
5/24/2007

City of Colleyville, Texas
100 Main Street
Colleyville, Texas 76034

Colleyville City Council

MAY 15 2007

By:

Name: Bill Lindley

Title: City Manager

[Handwritten Signature]
5-17-2007

Approved

VERIFICATION

STATE OF TEXAS

§

§

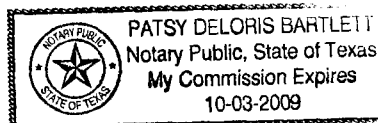
COUNTY OF TARRANT

§

BEFORE ME, the undersigned Notary Public, on this day personally John Gustafson, who being by me duly sworn upon his oath deposed and said that he is the VP regional manager of IESI Tx Corp.; that he is authorized to make this affidavit on behalf of IESI Tx Corp.; that he has read the above and foregoing Contract, and that every material statement contained herein is true and correct, to the best of his knowledge and belief.

SUBSCRIBED AND SWORN TO BEFORE ME this 24 day of May, 2007.

Patsy Deloris Bartlett
NOTARY PUBLIC, in and for the
State of Texas



VERIFICATION

STATE OF TEXAS

§

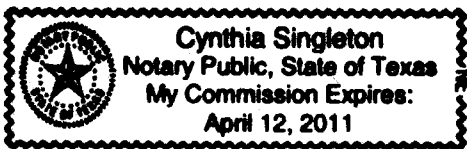
§

COUNTY OF TARRANT

§

BEFORE ME, the undersigned Notary Public, on this day personally Bill Lindley, who being by me duly sworn upon his oath deposed and said that he is the City Manager of City of Colleyville, TX; that he is authorized to make this affidavit on behalf of City of Colleyville; that he has read the above and foregoing Contract, and that every material statement contained herein is true and correct, to the best of his knowledge and belief.

SUBSCRIBED AND SWORN TO BEFORE ME this 17th day of May, 2007.



Cynthia Singleton
NOTARY PUBLIC, in and for the
State of Texas

EXHIBIT "A"
RATE SHEET

**CONTRACT FOR RESIDENTIAL AND
COMMERCIAL REFUSE COLLECTION**

Between

The City of Colleyville and IESI Corporation

RESIDENTIAL RATES

Residential Curbside - 2 times per week

Residential Recycling - 1 time per week

Total Residential \$10.05 (per month)

Commercial Hand Load - 2 times per
week

\$19.85 (per month)

(4 bag limit per collection)

COMMERCIAL FRONT LOAD RATES

Frequency of Collection

Size	1x week	2x week	3x week	4x week	5x week	6x week	Extra
2 YD	\$50.00	\$79.00	\$107.00	\$137.00	\$164.00	\$193.00	\$25.00
3 YD	\$63.00	\$103.00	\$146.00	\$187.00	\$230.00	\$271.00	\$30.00
4 YD	\$76.00	\$126.00	\$177.00	\$225.00	\$276.00	\$326.00	\$35.00
6 YD	\$116.00	\$168.00	\$234.00	\$301.00	\$368.00	\$435.00	\$40.00
8 YD	\$131.00	\$214.00	\$298.00	\$381.00	\$464.00	\$549.00	\$45.00

EXHIBIT "A"
RATE SHEET, page 2

Miscellaneous Commercial Charges

Containers with casters	\$8.50 (per month)
Locks or Gates	\$7.85 (per month)

ROLL OFF RATES

SIZE	HAUL	DELIVERY	RENTAL PER DAY	DISPOSAL	DRY-RUNS
20 YD OPEN	\$285.00	\$75.00	\$4.35	\$25.00/ton	\$75.00
30 YD OPEN	\$285.00	\$75.00	\$4.35	\$25.00/ton	\$75.00
40 YD OPEN	\$295.00	\$75.00	\$4.35	\$25.00/ton	\$75.00

SIZE	HAUL	RENTAL	WASH-OUT	DISPOSAL	DEPOSIT
20 YD COMP	\$295.00	Negotiable	\$150.00	\$25.00/ton	\$75.00
30 YD COMP	\$295.00	Negotiable	\$150.00	\$25.00/ton	\$75.00
35 YD COMP	\$295.00	Negotiable	\$150.00	\$25.00/ton	\$75.00
40 YD COMP	\$295.00	Negotiable	\$150.00	\$25.00/ton	\$75.00
42 YD COMP	\$295.00	Negotiable	\$150.00	\$25.00/ton	\$75.00

EXHIBIT "B"
MISCELLANEOUS RATE SHEET

Colleyville, Texas - Miscellaneous Rate Sheet

IESI Minnis Drive Transfer Station, 4120 Minnis Drive, Haltom City, Texas 76117
(Leased and Operated by IESI TX Corporation)

GATE RATE SCHEDULE
(effective September 1, 2007)

Trash Disposal – IESI Minnis Drive Transfer Station

Vehicle Size

Colleyville Residents

Must Show Proof of Residence, Valid
Drivers License Required

Automobiles, Station Wagons, Pickups (with no sideboards)	\$42.00/each
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Pickups or Automobiles with Trailers attached, Less Than 8 Feet in Length (with no sideboards on pick-up or trailer)	\$35.00/ton \$50.00 Minimum
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Pickup and Trailers, Less Than 8 Feet in Length with After Market Sideboards Attached to Truck or Trailer	\$35.00/ton \$50.00 Minimum
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Pickups or Automobiles with Trailers Attached, Greater Than 8 Feet in Length	\$35.00/ton \$50.00 Minimum
--	-----------------------------

Semi-trailers, Dump Trucks and Trucks Larger Than Pickups	Posted Gate Rate
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Special Item Disposal – IESI Fort Worth C&D Landfill

Tarp Charge for Improperly Tarped Vehicles - <u>State Regulation</u>	\$25.00/Vehicle
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Automobile / Pickup Tires (NO Rims)	\$15.00/each - Limit of 4
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Large Truck Tires (NO Rims)	\$30.00/each - Limit of 4
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Special Handling Charge (rootballs, etc.)	\$5.00 per load
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Brush Processing – IESI Fort Worth C&D Landfill

Grass & Leaves only (Customer to de-bag on site)	\$15.00 per load
---	-------------------------

Colleyville Residents	\$7.65/cy \$52.00 Minimum
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THE FOLLOWING WASTES ARE PROHIBITED FROM DISPOSAL AT THE IESI MINNIS TRANSFER STATION

Lead Acid Batteries, Used Oil Filters, Tires, Liquids, Pesticides, CFC, PCB, Regulated Hazardous Waste

Note: Disposal rates set forth above apply to Colleyville residential customers only; schedule is not applicable for commercial contractors.

Special Collection Charges

Brush Bundles pick-up exceeding the contracted four (4) bundles/pickup.	\$2.50 per bundle
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Per Cubic Yard of Bulky Waste charge exceeding the four (4) cubic yard maximum (length x width x height / 27)	\$9.00 per cubic yard, \$48.00 minimum
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EXHIBIT "C"
PERFORMANCE BOND

EXHBIT "D"
SURVEY QUESTION

The following question will be used in the Citizen's Survey regarding Trash and Recycling Collection Services:

"Since the new contractor began service in August 2007 has your experience with trash and recycling collection been excellent, good, fair or poor"?

Exhibit "B"

AMENDMENT AND EXTENSION AGREEMENT

This Amendment and Extension Agreement (the "Amendment") is entered into this 6th day of September, 2011 to be effective as of November 1, 2011 (the "Effective Date") by and between IESI TX Corporation (the "Contractor") and the City of Colleyville, Texas, a municipal corporation in Tarrant County (the "City").

RECITALS:

WHEREAS, the City and the Contractor entered into a Contract for Refuse Services for Residential, Recycling and Commercial Refuse Collection dated as of May 24, 2007 (the "Contract");

WHEREAS, the Contract was to terminate on August 31, 2012; and

WHEREAS, the City and the Contractor mutually desire to amend and extend the Contract as further described herein.

AGREEMENT:

NOW, THEREFORE, and in consideration of the premises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledge, the parties agree as follows:

1. Exclusive Contract. The last sentence of Section I of the Contract is hereby deleted in its entirety and replaced as follows:

"City also hereby grants to Contractor a license to use the public streets, alleys, easements and thoroughfares within the limits of the City for the purpose of collection and disposal of garbage, brush, bulky items, bundled, bagged or boxed bundled items, and other refuse for a period of six years beginning November 1, 2011, and terminating October 31, 2017, with an option to renew for an additional five year period beginning on November 1, 2017 and terminating on October 31, 2022, subject to the limitations, terms, and conditions hereinafter specified and contained in the Contract, more particularly in Section X(C) hereof."

2. Definitions. The following definitions from Section III of the Contract are hereby amended as follows:

- A. Section III(A) of the Contract is hereby deleted in its entirety and replaced as follows:

"Anniversary Date – November 1."

Exhibit "B"

- B. Section III(F) of the Contract is hereby deleted in its entirety and replaced as follows:

"Recycling Cart – A wheeled receptacle with sixty-five gallons of capacity constructed of plastic or fiberglass and utilized for the collection of recyclable materials."

3. Fees and Rates. The following paragraphs of Section V of the Contract are hereby amended as follows:

- A. The second paragraph of Section V of the Contract is hereby deleted in its entirety and replaced as follows:

"Billing Rate: The rates to be charged by Contractor for refuse and recyclable material collection through October 31, 2012, will be those set forth in the Exhibit "C", the Rate Sheet, as modified from time to time as set forth and incorporated herein for all purposes. These rates will be binding and considered part of the Contract and may be modified by Resolution as approved by the City."

- B. The third paragraph of Section V of the Contract is hereby deleted in its entirety and replaced as follows:

"(A) Modification of Billing Rate at Contractor's Request: The rates shown in Exhibit "C" for Residential Premises shall remain in effect until at least October 31, 2014, so long as the CPI Component is an increase in the CPI, as determined according to Section V(1)(a) of the Contract, for the twelve-month periods ending on June 30, 2012 and/or June 30, 2013 (each, an "Adjustment Period") and such increase is equal to or below 2.5% ("Base Percentage") during such Adjustment Period. If the CPI Component during an Adjustment Period is an increase in the CPI and is larger than the Base Percentage, then the Contractor shall be entitled to increase the residential rates in an amount equal to the difference between the CPI Component during such Adjustment Period and the Base Percentage. Such rate increase shall be effective for the Contract Year that immediately follows such Adjustment Period. For the purpose of this Contract a "Contract Year" shall begin on November 1 and end on October 31 each year. Beginning on November 1, 2014 and on each Anniversary Date thereafter, the rates may be adjusted as provided herein, so long as the Contractor provides the City with written notice of its intent to adjust the rates no later than ninety (90) days prior to the Anniversary Date. The rates shown in Exhibit "C" for Commercial Premises shall remain in effect until at least October 31, 2012. Beginning on November 1, 2012 and on each

Exhibit "B"

Anniversary Date thereafter, the rates may be adjusted as provided herein, so long as the Contractor provides the City with written notice of its intent to adjust the rates no later than ninety (90) days prior to the Anniversary Date. Except as otherwise specifically provided, said rate adjustments are subject to the approval of the City pursuant to Sections V.(A)(1)(c) and V.(A)2. hereof."

- C. Section V(A)(1) of the Contract is hereby amended by replacing "August" with "October".
- 4. Curbside Recycling. The following paragraphs from Section VII(B) of the Contract are hereby amended as follows:
 - A. The last sentence of Section VII(B)(2) of the Contract is hereby deleted in its entirety.
 - B. Section VII(B)(3) of the Contract is hereby deleted in its entirety and replaced as follows:

"Any Additional Recycling Cart utilized by such Residential Premise shall be charged according to the Rates set forth in Exhibit "C"."
 - C. Section VII(B)(4) of the Contract is hereby deleted in its entirety and replaced as follows:

"Contractor shall repair or replace Recycling Carts that are damaged by the Contractor during its operations at no cost to the Residential Premise. Additionally, Contractor will replace at no cost one (1) stolen Recycling Cart per Residential Premise, so long as the Residential Premise provides the Contractor with a valid police report for the stolen Recycling Cart. All other replacement Recycling Carts shall be charged to the Residential Premise at the rate set forth in Exhibit "C"."
 - D. Section VII(B)(5) of the Contract is hereby deleted in its entirety and replaced as follows:

"Contractor shall only be responsible for the collection of recyclable materials that are placed within the Recycling Cart by such Residential Premise."
 - E. The following is hereby added to the Contract as Section VII(B)(9):

"For any contract quarter in which the Contractor collects an Aggregate Monthly Average as defined herein, of recyclable materials in excess of sixty-five (65) pounds for each Residential Premise located within the City (the "Recyclable Base Average"), the Contractor shall submit a rebate

Exhibit "B"

payment to the City equal to \$25.00 per ton of recyclable materials collected by the Contractor in excess of the Recyclable Base Average during such contract quarter (the "Rebate"). The term "Aggregate Monthly Average" as used in this Contract shall mean the aggregate monthly average of recyclable materials collected by the Contractor from each Residential Premise located in the City during the three (3) month period of any contract quarter. The Rebate payment shall be calculated in accordance with the formula below and then submitted to the City by the Contractor within thirty (30) days of the close of the contract quarter for which such rebate was determined. The City shall not be entitled to any Rebate payment for any contract quarter in which the Aggregate Monthly Average of recyclable materials collected by the Contractor was equal to or less than sixty-five (65) pounds per Residential Premise within the City. For the purpose of this contract the beginning dates for the contract quarters shall be November 1, February 1, May 1 and August 1.

Rebate =

$$\frac{(\text{Aggregate Monthly Average per Residential Premise} - \text{Recyclable Base Average}) \times 3 \text{ (months in a quarter)} \times (\# \text{ of Residential Premises}) \times \$25.00}{2,000 \text{ (pounds in a ton)}}$$

Example:

Assume that the Service Provider collected an average of 69 pounds of recyclable materials in February, 70 pounds of recyclable materials in March and 71 pounds of recyclable materials in April from each Residential Premise in the City, for an Aggregate Monthly Average of 70 pounds of recyclable materials collected per Residential Premise in the City for the contract quarter beginning on February 1 and ending on April 30. Assuming that there are 8,000 Residential Premises located within the City. The Rebate due to the City by May 30 would be calculated as follows:

$$\frac{(70-65) \times 3 \times 8,000 \times \$25.00}{2,000}$$

Total Rebate payment due to the City by May 30, for the contract quarter beginning February 1 and ending April 30 = \$1,500.00"

5. Review of Performance. Section X(C) of the Contract is hereby deleted in its entirety and replaced as follows:

"The term of this Contract shall be for a period of six (6) years, commencing on November 1, 2011 and concluding on October 31, 2017. At the expiration of this Contract, the Contract shall extend for a period of five (5) years; provided, that neither party provides the other party with written notice of its intent to terminate this Contract at least 180 days prior the expiration date of this Contract. If either party provides such notice, this Contract will cease to be renewed and will terminate at the end of this six (6) year Contract."

Exhibit "B"

6. Rate Sheet. The Rate Sheet marked as Exhibit "A" and attached to the Contract is hereby deleted in its entirety and replaced with the Rate Sheet marked Exhibit "C" and attached hereto.
7. Reaffirmation. The parties hereby reaffirm their agreement with all the terms and provisions of the Contract, as amended by this Amendment.
8. Entire Agreement. The Contract together with this Amendment represents the entire agreement among the parties with respect to the matters that are the subject hereof.
9. Counterparts: Facsimile Signatures. The Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this Amendment between the parties hereto, and it shall not be necessary for the proof of this Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

CITY OF COLLEYVILLE, TEXAS
100 Main Street
Colleyville, TX 76034

By: 
Name: David Kelly
Title: Mayor

Colleyville City Council

SEP 06 2011

Approved

IESI TX CORPORATION
4001 Old Denton Road
Haltom City, TX 76117

By: 
John Gustafson, Vice President

Exhibit "C"



IESI TX CORPORATION

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Bob Knels; District Manager

Phone: (817) 222-2221

City of COLLEYVILLE RATE SHEET

Effective: 1/1/2011

RESIDENTIAL CURBSIDE COLLECTION:	\$9.60	per month, per residential premise
CURBSIDE RECYCLING - 65 Gallon Cart:	\$3.16	per month, per residential premise
Additional Cart:	\$3.00	per month, per additional cart
Replacement Cart:	\$60.00	per cart
COMMERCIAL HAND COLLECT:		1X per week (includes 96 gallon cart)
	\$24.40	2X per week (includes 96 gallon cart), per month, per commercial premise

MONTHLY COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week						(Charge Per Additional Lift)	
	1	2	3	4	5	6	Extra-Lifts	
2 Cubic Yd	57.79	91.29	123.65	158.32	189.52	223.04		28.88
3 Cubic Yd	72.53	119.02	168.72	216.10	265.79	313.17		34.66
4 Cubic Yd	87.83	145.61	204.55	260.01	318.96	376.74		40.44
6 Cubic Yd	134.06	194.15	270.41	347.84	425.27	502.69		46.22
8 Cubic Yd	151.39	247.31	344.38	440.29	536.21	634.44		52.00

MONTHLY FRONT LOAD COMPACTOR RATES

CONTAINER SIZE	(Charge Per Additional Lift)							
	1	2	3	4	5	6	Extra-Lifts	
6 Cubic Yd	215.50	431.01	646.51	862.02	1,077.52	1,293.02		66.05
8 Cubic Yd	272.23	544.42	816.64	1,088.85	1,361.08	1,633.28		79.41

Monthly Front Load Compactor Rental: 6 yd- \$177.24 8 yd- \$205.58

Containers w/ Casters	\$ 9.82 per month
Containers w/ Locks or Gates	\$ 9.07 per month

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	ROLL OFF OPEN TOPS				
	HAUL	DELIVERY	DAILY RENT	DISPOSAL	DRY RUNS
20 Cubic Yd	329.36	86.67	5.02	\$28.88 per ton	85.78
30 Cubic Yd	329.36	86.67	5.02	\$28.88 per ton	85.78
40 Cubic Yd	329.36	86.67	5.02	\$28.88 per ton	85.78

CONTAINER SIZE					
	HAUL	RENTAL	WASH OUT	DISPOSAL	DRY RUNS
20 Cubic Yd	340.91	Negotiable	173.33	\$28.88 per ton	85.78
30 Cubic Yd	340.91	Negotiable	173.33	\$28.88 per ton	85.78
35 Cubic Yd	340.91	Negotiable	173.33	\$28.88 per ton	85.78
40 Cubic Yd	340.91	Negotiable	173.33	\$28.88 per ton	85.78
42 Cubic Yd	340.91	Negotiable	173.33	\$28.88 per ton	85.78

Franchise and Billing Fees:

Residential:	8.0%
Commercial:	8.0%

* All rates are inclusive of all franchise and billing fees



Progressive Waste Solutions of TX, Inc.

4001 Old Denton Rd, Haltom City, Texas 76117

Contact: Paul Hansen; District Manager

Phone: (817) 222-2221

City of COLLEYVILLE RATE SHEET

Effective: November 2014 BILLING

RESIDENTIAL CURBSIDE COLLECTION:	\$9.77	per month, per Single-Family Residential Unit
CURBSIDE RECYCLING-65 Gallon Cart:	\$3.22	per month, per Single-Family Residential Unit
Additional Cart:	\$3.05	per month, per Single-Family Residential Unit
Commercial Recycling-65 Gallon Cart:	\$10.18	per month
Additional Cart:	\$5.09	
Replacement Cart:	\$81.08	per cart
COMMERCIAL HAND COLLECT:	\$25.65	2X per week (includes 96 gallon cart)

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	60.76	95.99	130.02	166.47	199.28	234.53	30.37
3 Cubic Yd	76.27	125.15	177.41	227.23	279.47	329.29	36.44
4 Cubic Yd	92.35	153.11	215.08	273.39	335.38	396.13	42.52
6 Cubic Yd	140.96	204.15	284.34	365.75	447.17	528.58	48.60
8 Cubic Yd	159.18	260.05	362.11	462.97	563.82	667.11	54.68

FRONT LOAD COMPACTOR RATES* (Negotiable)

6 Cubic Yd	226.60	453.20	679.80	906.41	1,133.00	1,359.60	71.56
8 Cubic Yd	286.25	572.45	858.69	1,144.91	1,431.17	1,717.38	83.50

Monthly Front Load Compactor Rental: 6 yd- \$186.37 8 yd- \$216.16

Containers w/ Casters \$ 10.32 per month

Containers w/ Locks or Gates \$ 9.53 per month

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	ROLL OFF OPEN TOPS				
	HAUL	DELIVERY	DAILY RENT	DISPOSAL	DRY RUNS
20 Cubic Yd	346.32	91.13	5.28	\$30.37 per ton	90.19
30 Cubic Yd	346.32	91.13	5.28	\$30.37 per ton	90.19
40 Cubic Yd	346.32	91.13	5.28	\$30.37 per ton	90.19

CONTAINER SIZE	ROLL OFF OPEN TOPS				
	HAUL	RENTAL	WASH OUT	DISPOSAL	DRY RUNS
20 Cubic Yd	358.47	Negotiable	182.25	\$30.37 per ton	90.19
30 Cubic Yd	358.47	Negotiable	182.25	\$30.37 per ton	90.19
35 Cubic Yd	358.47	Negotiable	182.25	\$30.37 per ton	90.19
40 Cubic Yd	358.47	Negotiable	182.25	\$30.37 per ton	90.19
42 Cubic Yd	358.47	Negotiable	182.25	\$30.37 per ton	90.19

Franchise and Billing Fees:

Residential: 8.0%

Commercial: 8.0%

* All rates are inclusive of all franchise and billing fees



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-3

Agenda Date 01/03/2017

Type Worksession

Department City Manager

Title

Discussion of FY 2018 Budget Calendar

Strategy Map Connection

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

Explanation

This item is provided as an opportunity to receive City Council direction on the proposed Fiscal Year 2018 budget preparation calendar (attached), which has been prepared to comply with all applicable state statutes. The proposed calendar notes various budget meeting dates and worksessions with the City Council. When possible, meetings have been consolidated to a single evening, with some occurring before a regularly scheduled City Council meeting. Upon City Council approval, staff will move forward with distributing the schedule of internal deadlines to departments and scheduling meetings as indicated.

Attachments

1. FY 2018 Budget Preparation Calendar- proposed

FY 2018 Budget Preparation Calendar



Regular City Council meeting dates
Additional meeting dates

January 2017

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January

3-Jan	City Council reviews proposed budget calendar	City Council
13-Jan	Visioning Workshop	City Council
Jan/Feb	Update Strategic Management System to align with Council direction from the Visioning Workshop	Strategic Services
January	Post applications for FY 2018 agency agreements	City Secretary

February 2017

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

February

Feb/Mar	Departments update Business Plans	Departments
February	Prepare Current Service Level Numbers; Enter in Munis	Strategic Services
February	Departments notified of the deadline and requirements for new position or reclassification requests	Human Resources
February	Agency agreement applications due	City Secretary

March 2017

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

March

March	Update the Budget Preparation Manual if necessary	Strategic Services
21-Mar	Presentations from Agencies on FY 2018 funding requests	City Council
30-Mar	FY 2018 Department Business Plans due	Departments
30-Mar	Budget Kickoff meeting	Departments

April 2017

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

April

7-Apr	New position and reclassification requests due to HR	Departments
14-Apr	Non-Discretionary Requests due in MUNIS Level 2	Departments
April	Meeting w/ Police Dept. to plan Crime District Budget	Strategic Services
28-Apr	All other components of the Budget Submittal are due	Departments

May 2017

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

May

early May	Department Budget Submittal Meetings	Depts/Budget Team
6-May	City Council Election	City Council
16-May	New Councilmembers Sworn In (Could be June 6- tbd)	City Council
15-May	Preliminary property value estimates released	Tarrant Appraisal
late May	Council priority setting Worksession (or early June- tbd)	City Council

June 2017

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

June

8-Jun	Budget Worksession (budget process overview)	City Council
9-Jun	Publish CCCPD budget public hearing notice (Board)	Strategic Services
15-Jun	Budget Worksession (line item review)	City Council
20-Jun	CCCPD budget public hearing & Worksession (before City Council meeting)	CCCPD Board

July 2017

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July

7-Jul	Publish CCCPD budget public hearing notice (Governing body)	Strategic Services
11-Jul	CCCPD budget adoption (before City Council meeting)	CCCPD Board
11-Jul	Discussion on updates to fees/charges (if needed)	City Council
13-Jul	Budget Worksession (CIP discussion)	City Council
18-Jul	1st Reading CCCPD budget/public hearing by governing body	City Council
25-Jul	Certified tax roll released	Tarrant Appraisal

August 2017						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August		
4-Aug	City Manager's proposed budget distributed to City Council	City Manager
8-Aug	Budget Worksession- Presentation of the Proposed Budget Submission of certified appraisal roll & collection rate Submission of effective and rollback tax calculations	City Council
8-Aug	Colleyville Eco. Dev. Corporation (CEDC) Budget Worksession	CEDC Board
15-Aug	2nd Reading of CCCPD budget - approval by the governing body Approval of a proposed tax rate (for public hearings & notices) Schedule Public Hearings on the tax rate (if needed)	City Council
17-Aug	Publish Combined Notice of Effective and Rollback Tax Rate Publish Notice of Budget Public Hearing	Strategic Services
24-Aug	Colleyville Economic Development Corporation meeting - Adoption of Budget, EDCIP, and Annual Activity Report	CEDC Board
24-Aug	City Council Special Meeting - 1st Public Hearing on Tax Rate (if needed)	City Council
24-Aug	Budget Worksession (if needed)	City Council

September 2017						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September		
5-Sep	Presentation of the CEDC annual activity report 1st reading of budget ordinance and budget public hearing 1st reading of tax rate ordinance (2nd public hearing, if needed) 1st reading of CEDC budget ordinance 1st reading of current FY year-end budget amendment 1st reading of ordinance for any fee changes (if needed) Resolution adopting the EDCIP	City Council
19-Sep	2nd reading of budget ordinance (official adoption) 2nd reading of tax rate ordinance (official adoption) 2nd reading of CEDC budget ordinance 2nd reading of current FY year-end budget amendment 2nd reading of ordinance for any fee changes (if needed)	City Council

October 2017						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

October		
1-Oct	Fiscal year begins	
October	Distribute Agency Contracts for execution	City Secretary
October	Finalized FY 2018 Business Plans due (updated)	Departments

November 2017						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November		
November	Create vouchers and mail checks for Agency Contracts	City Secretary

December 2017						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December		
December	Adopted Budget due to GFOA 90 days after adoption	Strategic Services



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-4

Agenda Date 01/03/2017

Type Worksession

Department City Secretary

Title

Discussion of the January 3, 2017, 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 01/03/2017

Type Executive Session

Department City Secretary

Title

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

Section 551.071 - Legal - Consultation with City Attorney regarding litigation - Lincoln et al v. City of Colleyville

Section 551.071 - Legal - Consultation with City Attorney regarding litigation - Jane Doe v. City of Colleyville

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

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-17-4079

A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF
JANUARY 3, 2017

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 3RD DAY OF JANUARY 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Chris Putnam	_____
Place 1, Tammy Nakamura	_____	Place 5, Nancy Coplen	_____
Place 2, Bobby Lindamood	_____	Place 6, Mike Taylor	_____
Place 4, Jody Short	_____		

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

Richard Newton
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 3

Agenda Date 01/03/2017

Type Oath of Office

Department City Secretary

Title

Oath of Office

Explanation

City Secretary Amy Shelley will administer the Oath of Office to Mayor for a Day London DeZurik.

Attachments



City of Colleyville City Council Agenda Briefing

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

Agenda Number 4

Agenda Date 01/03/2017

Type Announcements, Proclamations, and Presentations

Department City Secretary

Title

Proclamation declaring London DeZurik, Mayor for a Day - Mayor Richard Newton

Proclamation declaring January 3, 2017, "Thank a Teacher Day" at Colleyville Elementary School - Colleyville Elementary School Principal Shelia Shimmick and Mayor for a Day London DeZurik

Proclamation recognizing the Colleyville Heritage High School Football Team - Mayor Richard Newton and Mayor for a Day London DeZurik

Proclamation recognizing Petite Kirkendoll, City of Colleyville Employee of the Year - Mayor Richard Newton and Mayor for a Day London DeZurik

In recognition of Lisa Escobedo, 2016 City of Colleyville Wellness Champion - Mayor Richard Newton and Mayor for a Day London DeZurik

In recognition of employees' years of service

In recognition of employee achievements

Attachments

1. Mayor for a Day Proclamation
2. Thank a Teacher Day Proclamation
3. CHHS Proclamation
4. Proclamation in recognition of Petite Kirkendoll, 2016 Employee of the Year
5. Employees' years of service recognition
6. Employee achievements

Proclamation

CITY OF

Colleyville,
Texas

WHEREAS: London DeZurik submitted the winning essay in the 2016 City of Colleyville "Mayor for a Day" contest; and

WHEREAS, London DeZurik is 8 years old and attends third grade at Colleyville Elementary School; and

WHEREAS, London has proposed putting lights on the Colleyville water tower during Christmas and inviting citizens to come and see the lighting; and

WHEREAS, London would like to see a Fourth of July parade in Colleyville where people can partake in games and activities; and

WHEREAS, London would like to install crosswalks to allow her neighbors and other children to walk or ride their bicycles to school safely; and

WHEREAS, London's essay exemplifies outstanding citizenry and a desire to contribute to her community.

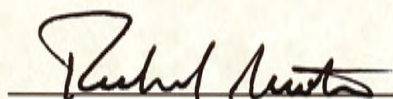
NOW, THEREFORE, I, RICHARD NEWTON, MAYOR OF THE CITY OF COLLEYVILLE, TEXAS, on behalf of the Colleyville City Council and the citizens of Colleyville, do hereby proclaim

LONDON DEZURIK

as Mayor for a Day in the City of Colleyville, and encourage citizens to recognize the abilities and desires of today's youth to become leaders in their community.

IN WITNESS WHEREOF, I do hereby set my hand and seal of the City of Colleyville, Texas, affixed this 3rd day of January 2017.





Mayor



Proclamation

CITY OF

Colleyville,
Texas

WHEREAS: I, London DeZurik, submitted the winning essay in the 2016 City of Colleyville "Mayor for a Day" contest; and

WHEREAS, being a student at Colleyville Elementary School, I recognize the great contribution of our teachers; and

WHEREAS, teachers at Colleyville Elementary School show the highest standards of education; and

WHEREAS, teachers play a large role in shaping the future of all generations.

NOW, THEREFORE, I, LONDON DEZURIK, MAYOR FOR A DAY OF THE CITY OF COLLEYVILLE, TEXAS, on behalf of the Colleyville City Council and the citizens of Colleyville, do hereby proclaim Friday, January 6, 2017

THANK A TEACHER DAY AT COLLEYVILLE ELEMENTARY SCHOOL

and encourage all students to give thanks to our teachers by writing them a note, taking the time to say thank you, or any expression of thanks.

IN WITNESS WHEREOF, I do hereby set my hand and seal of the City of Colleyville, Texas, affixed this 3rd day of January 2017.



Mayor



Proclamation

CITY OF Colleyville, Texas

WHEREAS: Colleyville Heritage football (CHHS) began in 1996 when the school first opened its doors. Throughout its 21 years of existence, the program has had a variety of good seasons, great players, and outstanding coaching. The 2016 Panther team, led by Head Coach Joe Willis, was built on F.O.C.U.S. This mantra taught student-athletes to Finish, Outwork opponents, Commit to each other, Understand what it takes, and to be Servant leaders; and

WHEREAS, CHHS football finished the 21st season by tying a program record with 10 wins, and earning a spot in the State Quarterfinals, tying the mark for the longest playoff run in program history. The Panthers were co-District Champions and won the Bi-District, Area, and Regional Semi-final Championships; and

WHEREAS, the team was led by seniors Chase Allan, Bryce Boyd, Connor Cole, Jared Webster, Paul Mpunga, Gervon Thothion, Cam Roane, Germon Thothion, Mitch Hubbard, Sage Hebb, Emerson Lout, Hunter Mechling, Mario Ortiz, Cole Tschirhart, Matt Herrera, Gage Johnson, Jarod Bordelon, Will Bernhardt, Westin Ford, Martin Sanchez, Travis Richards, Nick Bradley, Andrew Irion, Gordon Richards, Jacob Kramer, Arek Napieraj, TJ Watson, and Pavel Picado Salas; and

WHEREAS, several Panthers earned 8-5A all-District honors for their performance throughout the season. First Team Honorees included Cam Roane, Mario Ortiz, Bryce Boyd, Andrew Irion, Jacob Kramer, Thomas Chapman, Travis Richards, Matt Herrera, Gervon Thothion, Marcus Mosely, and TJ Watson. Second Team All-District honors went to Connor Cole, Deuce Nisbet, Sage Hebb, and Mitch Hubbard.

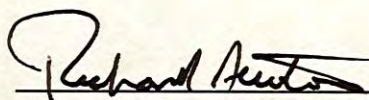
NOW, THEREFORE, I, RICHARD NEWTON, MAYOR OF THE CITY OF COLLEYVILLE, TEXAS, on behalf of the City Council and the citizens of Colleyville, do hereby extend congratulations to the

COLLEYVILLE HERITAGE HIGH SCHOOL FOOTBALL TEAM

and encourage all area citizens to join in congratulating these athletes and coaches on this great accomplishment.

IN WITNESS WHEREOF, I do hereby set my hand and seal of the City of Colleyville, Texas, affixed this 3rd day of January 2017.





Mayor



Proclamation

CITY OF

Colleyville,
Texas

WHEREAS: Petite Kirkendoll, Public Works Administrative Secretary, was nominated and selected by her peers as the City of Colleyville 2016 Employee of the Year; and

WHEREAS, the Employee of the Year Award honors an employee who embodies all of the City of Colleyville values of integrity, service, and innovation; and

WHEREAS, Petite exemplifies the "Colleyville Way" with everything she does. She understands city operations and is very welcoming to everyone with whom she comes in contact. When handling citizen inquiries, Petite doesn't just pass them off to the subject matter expert; instead, she has educated herself in many areas outside of her normal responsibilities so she is able to assist the majority of callers and visitors; and

WHEREAS, Petite always offers her assistance to coworkers in need, and with a limited engineering staff for a good part of this past year, Petite has kept the department on track with her outstanding organizational skills and her ability to step in where needed. Petite is not afraid of working beyond her typical job scope to keep the department and the City running smoothly; and

WHEREAS, the Public Works Department touches the lives of citizens every day and Petite provides top-notch customer service to the public and coworkers. When taking phone calls or assisting customers in person, she asks the right questions so that she has background information to help the customer and, more often than not, she is able to help customers without assistance from other staff.

WHEREAS, Petite's positive behavior impacts everyone she works with. Her personality and outstanding service to the engineering staff, allows the rest of the staff to respond to citizen and developer inquiries, provide timely and accurate information, and exemplify the Colleyville Way!

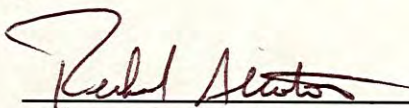
NOW, THEREFORE, I, RICHARD NEWTON, MAYOR OF THE CITY OF COLLEYVILLE, TEXAS, on behalf of the Colleyville City Council, citizens, and employees of Colleyville, congratulate and commend

PETITE KIRKENDOLL

for her demonstration of, and commitment to, the City of Colleyville values of integrity, service, and innovation.

IN WITNESS WHEREOF, I do hereby set my hand and seal of the City of Colleyville, Texas, affixed this 3rd day of January 2017.





Mayor



Employee Years of Service – First Quarter FY2017

1 YEAR

Caleb Tandy, Urban Forester
Community Development

Bobby Cure, Police Officer
Police Department

Dustin Dangli, Communications and Marketing Coordinator
Economic Development and Communications Department

David Smyth, Water/Wastewater Operation and Maintenance Manager
Public Works Department

5 YEARS

Jarrold Shirley, Police Officer
Police Department

Mike Holder, Assistant City Manager/Director of Public Safety
Chief of Police

Beth Wimpy, Assistant to the Director
Public Works Department

10 YEARS

Ky Roby, Code Enforcement Officer
Police Department

Amy Beregszaszy, Police Officer
Police Department

Matthew Blankenship, Firefighter/EMT
Fire Department

15 YEARS

Mark Cantrell, Battalion Chief
Fire Department

25 YEARS

Kenny Phillips, Fire Captain/Emergency Management Coordinator
Fire Department

Employee Accomplishments

Shane Pace, Principal Planner, Community Development Department, recently become a certified planner. On November 20th, Shane passed his certification exam to become a certified planner and is now a member of the American Institute of Certified Planners (AICP).

The American Institute of Certified Planners is the American Planning Association's professional institute and provides the only nationwide, independent verification of planners' qualifications. Certified planners pledge to uphold high standards of practice, ethics, and professional conduct, and to keep their skills sharp and up-to-date by continuously pursuing advanced professional education.

RESOLUTION R-17-4080

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF
JANUARY 3, 2017

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
December 20, 2016
- b. Approval of the minutes of the City Council worksession of
December 14, 2016
- c. Approval of the minutes of the City Council worksession of
December 12, 2016
- d. Approval of the first renewal term of the Interlocal Lease
Agreement with Tarrant County 9-1-1 for facility space at the
Colleyville Justice Center, and authorize the city manager to
execute the agreement

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS
ON THIS THE 3RD DAY OF JANUARY 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Chris Putnam	_____
Place 1, Tammy Nakamura	_____	Place 5, Nancy Coplen	_____
Place 2, Bobby Lindamood	_____	Place 6, Mike Taylor	_____
Place 4, Jody Short	_____		

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

Richard Newton
Mayor



City of Colleyville

City Council

Minutes - Draft

City Hall
100 Main Street
Colleyville, Texas 76034
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Tuesday, December 20, 2016

Mayor Richard Newton called the Colleyville City Council Worksession to order on Tuesday, December 20, 2016, at 4:30 p.m.

ROLL CALL: Mayor Richard Newton, Mayor Pro Tem Chris Putnam, and Councilmembers Tammy Nakamura, Bobby Lindamood, Jody Short, Nancy Coplen and Mike Taylor

City Manager Jennifer Fadden, Deputy City Manager Chris Fuller, Assistant City Manager/Director of Public Safety Mike Holder, Fire Chief Brian Riley, Assistant Police Chief Robert Hinton, Human Resources Director Rachel Huitt, Public Works Director Jeremy Hutt, City Engineer Cheryl Taylor, Executive Director of Economic Development and Communications Mark Wood, Community Development Director Ben Bryner, Recreation and Library Director Mary Rodne, Accounting Manager Karen Hines, Parks Manager Heather Dowell, Marketing Coordinator Dustin Dangli, SH26 Coordinator James Hubbard, Strategic Services Manager Adrienne Lothery, Information Systems Manager Chris Pena, City Attorney Whitt Wyatt, and City Secretary Amy Shelley

The City Council was instructed in the e-voting process and City Secretary Amy Shelley answered questions.

WS-1 Discussion of Temporary Business Signs - State Highway 26

SH26 Coordinator James Hubbard presented this item and answered questions of the City Council.

Mayor Newton asked staff if the proposed sign changes are for during the construction time of SH26. Coordinator Hubbard replied correct; a 7.1 section could be added.

Mayor Newton asked staff if that section would go away after the construction. Coordinator Hubbard replied correct.

Councilmember Nakamura asked staff if the current code states 90 days max. Coordinator Hubbard replied that was discussed previously, and there was some concern about the construction timing and length of the project.

Councilmember Lindamood suggested waiving the permit fee, but only during construction to help the businesses along the corridor. Mayor Newton stated he would rather alleviate the fee rather than change the code.

Mayor Pro Tem Putnam asked Mayor Newton how often the businesses would have to reapply. Mayor Newton replied every 30 days.

Councilmember Short asked City Council about the purpose of the signs. Councilmember Nakamura replied to help people find the businesses during construction. Mayor Pro Tem Putnam added it will show where the driveways are located rather than the actual business.

Councilmember Taylor asked staff why the businesses could not go ahead and add their permanent business signs. Coordinator Hubbard replied most business signs are already in place, and the temporary signs are meant to be for marketing purposes. Mayor Pro Tem Putnam stated the code allows these currently.

Councilmember Taylor stated having concerns about it being trashy with signs.

Councilmember Lindamood stated he wants to help the businesses stay in Colleyville. He stated this is a temporary fix.

Councilmember Short asked staff if the temporary signs would be on private property. Coordinator Hubbard replied yes.

Councilmember Nakamura agreed about going above and beyond for the businesses. Mayor Pro Tem Putnam stated he does not know what this will give them.

Councilmember Short stated there could be a temporary sign along SH26 for every business. Councilmember Lindamood stated it would be for a short period of time.

Mayor Pro Tem Putnam suggested the businesses should use the existing ordinance, and we should not make it easier for them to proliferate signs.

Mayor Pro Tem Putnam asked staff what about making the sign portable. Coordinator Hubbard replied it is not that it cannot be done that way currently, the code does not state one way or the other about staking the sign or not.

Councilmember Coplen asked City Council if the permit fee is going to be waived temporarily. Mayor Newton replied it could be. Mayor Pro Tem Putnam replied for a classified period of time in a specified geography, such as SH26 corridor. Mayor Newton agreed, and if problems begin to exist, then City Council can revisit this.

Councilmember Taylor suggested Coordinator Hubbard should use good common sense and know when to come back to City Council with any issues.

WS-2 Discussion and update on the Pleasant Run Road Project

Public Works Director Jeremy Hutt presented this item and answered questions of the City Council.

Nathan Ante, Kimley Horn, presented this item and answered questions of the City Council.

Councilmember Lindamood asked Mr. Ante if a hydraulic study has been completed. Mr. Ante replied a drainage area map has been completed which indicates the flows.

Councilmember Lindamood asked Mr. Ante if a detention pond is necessary. Mr. Ante replied some sort of baffle blocks may be necessary.

Mayor Pro Tem Putnam asked Mr. Ante about the 18 inch curb. Mr. Ante pointed out the location of the ribbon curb on the presentation.

Councilmember Lindamood asked Mr. Ante if the proposed sidewalk is 10 feet in width. Mr. Ante replied there is a 10 foot sidewalk proposed everywhere except on the north end, and it then narrows down to 6 foot in width.

Councilmember Lindamood asked Mr. Ante if an eight foot sidewalk width would provide a better buffer area. Mr. Ante replied the buffer is plenty, and there is already an eight foot wide sidewalk along some of the roadway.

Councilmember Lindamood asked Mr. Ante if the eight foot sidewalk width will expand to a 10 foot wide sidewalk. Mr. Ante replied that is a good point, and he did not believe they would expand the width.

Mayor Newton asked staff about the width of the trail in the park. Parks Manager Heather Dowell replied part of the park trail is six feet in width and part of it is eight feet in width.

Councilmember Short asked Mr. Ante if the goal is to get the sidewalk as far away from the street as possible. Mr. Ante replied he believes the sidewalk can be meandered as far away as possible; however, the biggest challenge is where the fence line runs within the right-of-way and a swale exists.

Councilmember Short asked Mr. Ante if the fence is in the public right-of-way. Mr. Ante replied yes, the fence is in the right-of-way. The sidewalk can be fit, but it may be up higher than the fence as it currently exists.

Mayor Newton asked Mr. Ante how far is the fence in the right-of-way. Mr. Ante replied 10 feet or so.

Councilmember Short asked Mr. Ante about the sidewalk on the west side. Mr. Ante showed where the sidewalk ends on the west side on the exhibit.

Councilmember Short asked City Council about extending the sidewalk all along the west side. Mayor Newton asked if there is a need for it. Mr. Ante stated right-of-way is available, and the bar ditches are not as bad.

Mayor Newton asked Mr. Ante if there are any fences in the right-of-way along the west side. Mr. Ante replied he did not believe so.

Mayor Pro Tem Putnam asked Mr. Ante about the cost of a west side sidewalk. Mr. Ante replied \$250,000-\$300,000. Mayor Pro Tem Putnam suggested waiting to see what the overall project costs are before committing to the sidewalk.

Mayor Newton asked Mr. Ante about the cost of the project without the west side sidewalk. Mr. Ante replied \$4.1 million, and originally the cost was budgeted at \$4.3 million.

Mayor Pro Tem Putnam stated he would support the west side sidewalk if the cost could be kept within the \$250,000-\$300,000 cost range. Councilmember Coplen agreed.

Mayor Pro Tem Putnam stated Phase 3 (LD Lockett to John McCain) of the project is the worst section, and it should be done the soonest.

Councilmember Taylor asked Mr. Ante if there will be total road closure for construction, or just one lane. Mr. Ante replied one lane will always be maintained. Director Hutt clarified that direction would not be changed; if north bound was established, it would be north bound only for that 12 week period. He stated the direction would not switch for the morning and evening rush hours.

Mayor Pro Tem Putnam asked staff about the anticipated start date. Director Hutt provided an estimated project timeline; May 2017 – Final Design Complete; May 2017 – Bidding; June 2017 – Public Meeting; July 2017 – Start Construction; Spring 2018 – End Construction.

Mayor Newton asked staff about the width of the Cotton Belt Trail. Director Hutt replied 10 feet.

WS-3 Demonstration of OpenGov, the City's financial transparency portal

Strategic Services Manager Adrienne Lothery presented this item and answered questions of the City Council.

Councilmember Taylor asked staff if the gold or platinum recognition has gone away. Manager Lothery replied yes, as a part of the Leadership Circle, getting stars in each of the categories has replaced the gold or platinum recognition.

Mayor Pro Tem Putnam stated he was less concerned about the recognition and more about the tool for Colleyville residents to use.

Councilmember Short asked staff if the information is currently on the website, but hard to find. Manager Lothery replied correct, and the information is updated weekly because OpenGOV is linked with our financial software, MUNIS.

Councilmember Coplen asked staff if the changes are updated manually or automatically. Manager Lothery replied it is a live feed and is updated automatically. This is one of the reasons to use OpenGOV, as it is a little more turnkey, with not a lot of staff to manage it.

Mayor Newton asked staff if she is currently presenting our data. Manager Lothery replied yes.

Councilmember Taylor asked staff how much historical data is available. Manager Lothery replied there is at least three years of historical data.

Councilmember Taylor asked staff if they could go further back and add data. Manager Lothery replied there is three years of historical data because the finance system was changed three years ago. She also stated the intent is not to drop off old data, but to continue to add new data every year.

Mayor Pro Tem Putnam asked staff if internal tools are being evaluated as well. Manager Lothery replied staff has not looked into any other platforms, at least not until this platform was launched.

Councilmember Taylor asked staff when this will be available for the public. Manager Lothery replied that is up to City Council, relative to what features they want.

Councilmember Nakamura asked staff when the new website would be available. City Manager Jennifer Fadden replied staff is still working on the website design, based on comments received from the City Council in September. She stated the thought was to launch the finance tool during State of the City in January.

Councilmember Taylor asked staff who is “we” for working on the website design. City Manager Jennifer Fadden replied staff has been working with the Mayor and the current website vendor. Mayor Newton added they have had a conference call with a vendor he met at TML to discuss design. He stated having concerns about the current design.

Councilmember Taylor asked Mayor Newton about the launch, given that they were already working with a vendor. Mayor Newton stated the design was presented; however, he held up the launch after staff presented the new website design in the worksession.

Councilmember Taylor asked Mayor Newton if there will be a change in the vendor. Mayor Newton replied there is a possibility in a vendor change if we chose to do that.

Councilmember Taylor asked Mayor Newton about an approximate time to launch the website. Mayor Newton replied likely during the first quarter of calendar year 2017.

Councilmember Coplen asked staff if there were any questions on the citizen's survey relative to new data. Manager Lothery replied no.

Councilmember Nakamura asked staff if anyone will know what the enterprise fund is. City Manager Jennifer Fadden explained this information is pulled directly from the financial software. Manager Lothery stated if you click on enterprise fund, it takes you to the Utility and Drainage Funds.

Mayor Newton asked staff if this is running on their server. Manager Lothery replied she would have to check.

Councilmember Taylor asked staff if the link has been sent to the City Council. Manager Lothery replied no, and since it is not live, she can only invite members as users, which will allow you to look at it in a non-editing mode.

Councilmembers liked having this feature launched at the State of the City event.

WS-4 Discussion of the December 20, 2016, City Council regular agenda items

Mayor Newton discussed the appointments for the Classification and Compensation Committee. (Citizens: Bo Bottger, Lenona Nichols, and Julia Ross). Mayor Newton stated he had talked with Bo Bottger and she agreed to serve, and he had left a detailed voice mail with Lenona Nichols.

Councilmember Short stated he traded emails with Scott Redfearn, and Scott indicated he would be willing to serve on the committee.

Councilmember Coplen stated John Tivits stated he would like to serve, if he is needed.

Mayor Pro Tem Putnam stated Scott Redfearn would be good to serve.

Councilmember Lindamood stated he spoke to Lenona Nichols and she stated she would be willing to serve.

Mayor Newton recapped the members for this committee: Bo Bottger, Lenona Nichols, and Scott Redfearn.

Mayor Pro Tem Putnam asked staff when the committee would meet. Human Resources Director Rachel Huitt replied she would be reaching out to the committee members to see what time would work best for them, afternoon or evening.

Mayor Newton presented a summary of the other appointments on the agenda. Discussion occurred relative to appointments to the Architectural Review Commission; Colleyville Center Advisory Committee; Parks and Recreation Advisory Board; Tax Increment Finance District Board; and, the Zoning Board of Adjustment.

Mayor Newton adjourned the worksession at 6:34 p.m.

Mayor Newton called the Executive Session to order at 6:35 p.m., and called the roll.

ROLL CALL: Mayor Richard Newton, Mayor Pro Tem Chris Putnam, and Councilmembers Tammy Nakamura, Bobby Lindamood, Jody Short, Nancy Coplen and Mike Taylor

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

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

Section 551.071 – Legal – Consultation with City Attorney regarding contemplated litigation concerning an unauthorized accessory structure existing on the property generally described as 4801 Colleyville Boulevard

Section 551.071 - Legal - Consultation with City Attorney regarding litigation - Lincoln et al v. City of Colleyville

Section 551.071 - Legal - Consultation with City Attorney regarding litigation - Jane Doe v. City of Colleyville

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

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 Newton 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 session was adjourned at 6:35 p.m.

The regular meeting of the Colleyville City Council was called to order by Mayor Newton at 7:43 p.m.

ROLL CALL: Mayor Richard Newton, Mayor Pro Tem Chris Putnam, and Councilmembers Tammy Nakamura, Bobby Lindamood, Jody Short, Nancy Coplen and Mike Taylor

City Manager Jennifer Fadden, Deputy City Manager Chris Fuller, Assistant City Manager/Director of Public Safety Mike Holder, Fire Chief Brian Riley, Assistant Police Chief Robert Hinton, Human Resources Director Rachel Huitt, Public Works Director Jeremy Hutt, City Engineer Cheryl Taylor, Executive Director of Economic Development and Communications Mark Wood, Community Development Director Ben Bryner, Parks Manager Heather Dowell, Marketing Coordinator Dustin Dangli, SH26 Coordinator James Hubbard, Strategic Services Manager Adrienne Lothery, Information Systems Manager Chris Pena, City Attorney Whitt Wyatt, and City Secretary Amy Shelley

INVOCATION: Pastor Jeff Strickland, Colleyville Assembly of God

PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-16-4070

The purpose of this resolution was for City Council to accept the resignation of the city manager.

The Mayor and City Councilmembers all expressed their appreciation to City Manager Jennifer Fadden for the service she has provided to the City of Colleyville over the past eight years.

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

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

Councilmember Taylor made a motion to approve Resolution R-16-4070. Councilmember Nakamura seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Chris Putnam, and Councilmembers Tammy Nakamura, Bobby Lindamood, Jody Short, Mike Taylor, 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

In recognition of Colleyville's Featured Business of the Month - Next Wood Fired Bistro, 5003 Colleyville Boulevard, Chef and Owner Ying Aikens - Mayor Richard Newton and Executive Director of Economic Development and Communications Mark Wood

Mayor Newton announced the winner of the Mayor for a Day, third grader, London DeZurik. He then read her winning essay.

Councilmember Lindamood wished a happy birthday to his wife Tammy.

Councilmember Coplen commended the Colleyville Heritage High School football team and their accomplishments this year.

Mayor Richard Newton and Executive Director of Economic Development and Communications Mark Wood welcomed Next Wood Fired Bistro, Owner Tom Aikens and recognized Next as the featured business of the month.

4. CONSENT: READING AND PUBLIC HEARING- Resolution R-16-4071

4a Approval of the minutes of the regular City Council meeting of
December 6, 2016

Mayor Newton read Resolution R-16-4071 in its entirety.

Mayor Newton opened the public hearing at 8:08 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 8:08 p.m.

Councilmember Taylor made a motion to approve Resolution R-16-4071 with the amendments to the minutes provided by Mayor Newton. Councilmember Coplen seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Chris Putnam, and Councilmembers Tammy Nakamura, Bobby Lindamood, Jody Short, Mike Taylor, and Nancy Coplen

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

5a Ordinance O-16-1999

Consideration of a Special Use Permit for an accessory building larger than permitted on Lot 9, Block 2, of the Briarwood-Colleyville Addition, located at 6001 Quality Hill Road, Case ZC16-013

Mayor Newton read the caption of Ordinance O-16-1999.

Community Development Director Ben Bryner presented this item and briefed the City Council.

Mayor Newton asked staff how long the other accessory buildings in this neighborhood that are over the allowable size have been there, and if they have an SUP. Director Bryner replied staff has not been able to locate any SUPs for accessory buildings in this area. He stated there is a permit for an accessory building a few doors down from this property, and it complies with all standards.

Mayor Newton asked staff if the permits found for some of the accessory buildings did comply with development standards. Director Bryner replied yes.

Michael Meierhofer, property owner, presented this item and briefed the City Council.

Mayor Newton asked Mr. Meierhofer why he could not add onto his house. Mr. Meierhofer replied originally the plan was to add onto his house; however, the plans examiner, at that time, stated it could not be done.

Mayor Newton stated he knows of no reason why Mr. Meierhofer could not add onto his house. Director Bryner agreed, and stated one scenario in which he would not be able to add onto the house would be if they were to add a bedroom from the garage. He stated this is a building code regulation.

Mayor Newton stated being concerned that the size of the proposed building is so much more than the code allows.

Mayor Pro Tem Putnam asked Mr. Meierhofer if the architectural features of the accessory building are the same as the house. Mr. Meierhofer replied yes, identical, painted brick and hardy siding, and stained cedar.

Councilmember Lindamood asked Mr. Meierhofer if the accessory building could be connected to the house rather than a standalone building. Mr. Meierhofer replied that was what he originally wanted to do; however, he was told by the plans examiner that the addition would not fit within the building setback of 25 feet. Councilmember Lindamood stated the setback is actually 10 feet.

Councilmember Taylor stated having a concern about this accessory structure becoming a rentable unit.

Mayor Newton opened the public hearing at 8:26 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 8:26 p.m.

Councilmember Taylor made a motion to deny Ordinance O-16-1999. Councilmember Nakamura seconded the motion.

The motion to deny carried with the following vote:

Aye: 5 – Mayor Richard Newton, and Councilmembers Tammy Nakamura, Bobby Lindamood, Mike Taylor, and Nancy Coplen

Nay: 2 - Mayor Pro Tem Chris Putnam and Councilmember Jody Short

5b Ordinance O-16-2000

Consideration of a Special Use Permit for an accessory building larger than permitted on Lot 3, Block 2, of the Jewell Estates Addition, located at 6603 Diamond Court, Case ZC16-018

Mayor Newton read the caption of Ordinance O-16-2000.

Community Development Director Ben Bryner presented this item and briefed the City Council.

George von Lange, property owner, presented this item and briefed the City Council.

Councilmember Taylor asked Mr. von Lange when the other accessory building will be removed. Mr. Lange replied as soon as the new accessory building is constructed.

Councilmember Taylor asked Mr. von Lange if the roof pitch of the accessory building will match the house. Mr. Lange replied not being sure.

Councilmember Taylor asked staff about the roof pitch. Director Bryner replied there are no standards for the roof pitch for the accessory building other than it cannot penetrate a certain height envelope.

Mayor Newton opened the public hearing at 8:39 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 8:39 p.m.

Councilmember Coplen made a motion to approve Ordinance O-16-2000. Councilmember Nakamura seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Chris Putnam, and Councilmembers Tammy Nakamura, Bobby Lindamood, Jody Short, Mike Taylor, and Nancy Coplen

5c Ordinance O-16-2001

Consideration of a zoning change from the AG-Agricultural district to the CN-Neighborhood Commercial district on Abstract 206, Tract 3A, in the BBB & C RY SURVEY located at 5300 Pleasant Run Road, Case ZC16-019

Mayor Newton read the caption of Ordinance O-16-2001.

Community Development Director Ben Bryner presented this item and briefed the City Council.

Mayor Newton asked staff if the letter received was from one of the residents. Director Bryner replied yes, 817 Central Drive. He stated the screening wall is a requirement of commercial properties adjacent to residential.

Mayor Newton asked staff if the zoning exhibit could be attached to the SUP ordinance as Exhibit C. Director Bryner replied the Land Development Code is written in that a detailed plan or a conceptual plan must be submitted, but there are no regulatory mechanisms in place that would require it to be attached.

Mayor Newton asked staff if there is anything stopping City Council from requesting it to be attached as Exhibit C. Director Bryner replied it will need to be determined at what time the property owner would need to come back for rezoning, in the event changes are needed to the site plan. He added to be able to actually tie a design to it, would be through a PUD zoning district.

Mayor Newton asked staff about the joint access easement between the two commercial properties. Director Bryner replied the access is strongly encouraged specifically for connectivity and safety access.

Mayor Pro Tem Putnam asked staff if they are satisfied with this relative to the public safety aspect. Director Bryner replied staff has not officially reviewed the site plan; however, it does appear to satisfy the requirements of the fire lane.

Councilmember Taylor asked staff if the building location, Exhibit C, could be attached to the ordinance. Director Bryner replied the way to do that would be through a PUD, but not with a straight zoning request.

Councilmember Taylor stated if the applicant wanted to make changes to the site plan, they would not have to come back to City Council for approval, because the site plan is not attached to the zoning ordinance. Director Bryner replied correct, unless a different zoning district is requested, such as a PUD.

Mayor Newton asked staff if the applicant will have to come back to the City for platting. Director Bryner replied yes, for the plat through Planning and Zoning Commission, but there will be no design elements located on the plat.

Olanrewaju Sobo, applicant, came forward to present to the City Council and answer their questions.

Mayor Newton asked Mr. Sobo if the joint access is something he has discussed with the adjacent property owner, and what is the status. Mr. Sobo replied as soon as he met with the neighbors, he met with staff about the location of the building, especially with the Fire Marshal about the access.

Mayor Newton asked Mr. Sobo if the adjacent property owner would agree to the easement. Mr. Sobo replied the Fire Marshal stated if two buildings are commercially zoned, it is an automatic requirement to have this easement.

Mayor Newton asked staff if the adjacent property owner will have to agree to the easement. Director Bryner replied yes.

Councilmember Taylor asked Mr. Sobo if the new building will be two story. Mr. Sobo replied yes.

Mayor Newton opened the public hearing at 8:57 p.m.

Kathy Hadley, 204 Timberline Drive North, filled out her speaker card to speak in opposition to this request; however, she stated being good with the church use, but asked City Council to be careful about future uses.

There were no others present wishing to speak and Mayor Newton closed the public hearing at 8:59 p.m.

Councilmember Lindamood expressed his appreciation to the applicant for moving the building closer to the front of the property, and for working with the Fire Marshal about the access.

Councilmember Taylor made a motion to approve Ordinance O-16-2001. Councilmember Short seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Chris Putnam, and Councilmembers Tammy Nakamura, Bobby Lindamood, Jody Short, Mike Taylor, and Nancy Coplen

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

6a Ordinance O-16-2002

Approval of an ordinance repealing Ordinance O-02-1322 and Ordinance O-13-1896 and amending the Financial Disclosure and Business Conflict of Interest Forms

Mayor Newton read the caption of Ordinance O-16-2002.

City Secretary Amy Shelley presented this item and briefed the City Council.

Mayor Newton suggested adding “direct or indirect” to the following statement, in front of “contractual relationship” on Sections 2 or 3. “The name and address of any person or corporation which currently has or during the preceding twelve (12) months has had a “direct or indirect” contractual relationship with the City and from which the person(s), their spouse or dependent minor children have received a fee, salary, or gift of value exceeding one hundred dollars (\$100.00).” He stated the reasoning is that sometimes you have companies that do not have a direct relationship, but they have another company that does a subcontract in the first one as the City, so that is why it would make sense to add that into the form.

Councilmember Short asked Mayor Newton if that is a common definition of indirect. City Attorney Whitt Wyatt answered that he believes the language would comply with the City Charter, having both direct and indirect, and it is provided by state law how that applies, and it does apply in certain circumstances to indirect relationships. He stated the inclusion of that language would revert it back to state law, and would provide more clarity.

Councilmember Short stated he wants to ensure the persons filling out the form understand what an indirect relationship is. Councilmember Taylor stated these

would be known indirect relationships, because you may have an indirect relationship and not even know it. City Attorney Whitt Wyatt replied the addition of the language would be a clarity addition as there is no legal imposition of adding it for clarity. The legal requirement was to be placed on the form to be governed by the Charter, and there are plenty of circumstances where an indirect relationship would trigger your reporting on this form under the Charter regardless of whether or not it states indirect or not on there. He stated adding those on the form to provide that clarity is okay, but you are still going to get that reporting by law.

Mayor Newton opened the public hearing at 9:06 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:06 p.m.

This was a first reading, therefore, City Council did not take any action.

7. TABLED: RESOLUTION(S)

7a Resolution R-16-4068

Appointing members to the Classification and Compensation Study Committee

Councilmember Short made a motion to remove Resolution R-16-4068 from the table for consideration. Mayor Pro Tem Putnam seconded the motion.

The motion carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Chris Putnam, and Councilmembers Tammy Nakamura, Bobby Lindamood, Jody Short, Mike Taylor, and Nancy Coplen

Mayor Newton read Resolution R-16-4068 in its entirety.

Mayor Newton opened the public hearing at 9:12 p.m.

There was no one present wishing to speak and Mayor Newton closed the public meeting at 9:12 p.m.

Mayor Pro Tem Putnam made a motion to approve Resolution R-16-4068 nominating Councilmembers Nakamura and Coplen; and, citizens Bo Bottger, Lenona Nichols, and Scott Redfearn to serve on the Classification and Compensation Study Committee. Councilmember Nakamura seconded the motion.

The motion carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Chris Putnam, and Councilmembers Tammy Nakamura, Bobby Lindamood, Jody Short, Mike Taylor, and Nancy Coplen

8. RESOLUTION(S): READING AND PUBLIC HEARING

8a Resolution R-16-4072

Consideration of appointments to the Architectural Review Commission

Mayor Newton read Resolution R-16-4072 in its entirety.

Mayor Newton opened the public hearing at 9:13 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:13 p.m.

Councilmember Nakamura made a motion to approve Resolution R-16-4072, appointing Mark Burnett, Frank Manzare, Jason McDougall, and Curtis Young to the Architectural Review Commission, with a term expiring December 2018. Councilmember Lindamood seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Chris Putnam, and Councilmembers Tammy Nakamura, Bobby Lindamood, Jody Short, Mike Taylor, and Nancy Coplen

8b Resolution R-16-4073

Consideration of appointments to the Colleyville Center Advisory Committee

Mayor Newton read Resolution R-16-4073 in its entirety.

Mayor Newton opened the public hearing at 9:16 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:17 p.m.

Councilmember Taylor made a motion to approve Resolution R-16-4073, appointing Amy Redfearn, Paul Vigiletti, and Karen Matusic to the Colleyville Center Advisory Committee at large positions; and, Julie George representing the Colleyville Garden Club, Louis Miller, representing the Colleyville Lions Club, and Sandi Totherow representing National Charity League, with a term expiring December 2018. Councilmember Short seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Chris Putnam, and Councilmembers Tammy Nakamura, Bobby Lindamood, Jody Short, Mike Taylor, and Nancy Coplen

8c Resolution R-16-4074

Consideration of appointments to the Parks and Recreation Advisory Board

Mayor Newton read Resolution R-16-4074 in its entirety.

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

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

Councilmember Lindamood made a motion to approve Resolution R-16-4074, appointing Rich Hendler, Place 1; John Hillebrand, Place 3; Natalie Genco, Place 5, and Jim Hasenpflug Place 7 to the Parks and Recreation Advisory Board, with a term expiring December 2018, and appointing Cliff LeBlanc, Place 2, to fill the unexpired term to December 2017. Councilmember Nakamura seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Chris Putnam, and Councilmembers Tammy Nakamura, Bobby Lindamood, Jody Short, Mike Taylor, and Nancy Coplen

8d Resolution R-16-4075

Consideration of appointments to the Tax Increment Finance District Board

Mayor Newton read Resolution R-16-4075 in its entirety.

Mayor Newton opened the public hearing at 9:22 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:22 p.m.

Councilmember Nakamura made a motion to approve Resolution R-16-4075, appointing Mayor Richard Newton, Councilmembers Mike Taylor, Bobby Lindamood, Tammy Nakamura, and Nancy Coplen, to the Tax Increment Finance District Board with a term expiring December 2018;

and approving the appointments of: Mark McClendon representing Tarrant County College; Scott Rule representing Tarrant County Hospital District; Rebecca Barksdale representing Tarrant County; and John Eubanks representing Grapevine-Colleyville Independent School District, with a term of January 1, 2017 through December 31, 2018. Councilmember Taylor seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Chris Putnam, and Councilmembers Tammy Nakamura, Bobby Lindamood, Jody Short, Mike Taylor, and Nancy Coplen

8e Resolution R-16-4076

Consideration of an appointment to the Zoning Board of Adjustment

Mayor Newton read Resolution R-16-4076 in its entirety.

Mayor Newton opened the public hearing at 9:24 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:24 p.m.

Mayor Pro Tem Putnam made a motion to approve Resolution R-16-4076, appointing Kimberly Holt, Alternate 1 and Michael Deakin, Alternate 2 of the Zoning Board of Adjustment, with a term expiring September 2018. Councilmember Nakamura seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Chris Putnam, and Councilmembers Tammy Nakamura, Bobby Lindamood, Jody Short, Mike Taylor, and Nancy Coplen

8f Resolution R-16-4077

Approval of changing the dates of the July 4 and October 3, 2017 regular City Council meetings

Mayor Newton read Resolution R-16-4077 in its entirety.

Mayor Newton opened the public hearing at 9:27 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:27 p.m.

Councilmember Coplen made a motion to approve Resolution R-16-4077. Councilmember Taylor seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Chris Putnam, and Councilmembers Tammy Nakamura, Bobby Lindamood, Jody Short, Mike Taylor, and Nancy Coplen

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

Kathy Hadley, 204 Timberline Drive North, spoke about the following: solar powered lights along SH26 to provide a nice ambiance between the big shopping areas; thanked the city manager for her kindness; wished everyone a Merry Christmas; expressed her appreciation to the City Council for the work they do.

Frank Genco, 1104 John McCain Road, spoke about the following: tree preservation, tree mitigation, commercial sales tax in Colleyville, Southlake, and Grapevine, and property taxes.

10. REPORTS

Historical Preservation Committee Meeting Minutes - September 15, 2016
Planning and Zoning Commission Minutes - November 14, 2016
Monthly Financial Report - November 2016

There was no discussion of this item.

11. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR DECEMBER 20, 2016 - READING AND PUBLIC HEARING - RESOLUTION R-16-4078

This resolution was not needed.

12. ADJOURNMENT

There being no further business before the City Council, Mayor Newton adjourned the City Council meeting at 9:36 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS ON THIS THE 3RD DAY OF JANUARY 2016.

Minutes taken and prepared by:

Amy Shelley, TRMC
City Secretary



City of Colleyville

City Council Worksession

Minutes - Draft

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

Wednesday, December 14, 2016
6:00 p.m.

Executive Conference Room
City Hall – Third Floor

Mayor Richard Newton called the Colleyville City Council Worksession to order on December 14, 2016, at 6:00 p.m.

ROLL CALL: Mayor Richard Newton, Mayor Pro Tem Chris Putnam, and Councilmembers Tammy Nakamura, Bobby Lindamood, Jody Short, Nancy Coplen and Mike Taylor

City Manager Jennifer Fadden, Deputy City Manager Chris Fuller, Community Development Director Ben Bryner, Principal Planner Shane Pace, and City Secretary Amy Shelley

2. PRESENTATION AND DISCUSSION

2a Review and discussion of proposed amendments to the Comprehensive Plan, *Destination Colleyville*

Daniel Harrison and Wendy Shabay, F&N, presented this item and answered questions of the City Council.

Mayor Pro Tem Putnam asked Mr. Harrison if the density calculation includes infill development. Mr. Harrison replied it includes vacant land.

Councilmember Taylor asked Mr. Harrison if redevelopment is not being considered. Mr. Harrison replied correct, and stated a statement/text box could be added which states “this number can fluctuate based upon some redevelopment of existing lots that aren’t considered in this four hundred + acres.”

Mayor Pro Tem Putnam asked Councilmember Taylor how you would think about the converting of a five acre lot. Councilmember Taylor replied that is redevelopment.

Mayor Newton stated he believed that specific property (5 acre lot) was counted within the 400+ acres. Senior Planner Shane Pace stated it was a parcel by parcel analysis, and what was vacant residentially zoned properties. He stated not knowing if that particular property was included.

Councilmember Coplen asked Mr. Harrison if his calculation only includes vacant land. Mr. Harrison replied yes.

Councilmember Short asked if by stating “ensure tree canopies and quality landscaping are created and maintained,” are we talking about private property. Mr. Harrison replied yes, but private and public property relative to tree preservation. He added it can also represent entryways for neighborhoods.

Councilmember Short asked Mr. Harrison, for clarity, that we do not want to dictate someone’s landscaping in their front yard. Mr. Harrison replied correct.

Councilmember Lindamood asked Mr. Harrison if it should be clarified. Mr. Harrison replied we can specify as public or HOA land. Mayor Newton suggested public or common space.

Councilmember Coplen asked Mr. Harrison if having a larger buffer area, relative to homes abutting streets, would be in agreement or conflict with the plan. Mr. Harrison replied it would be in agreement with it.

Mayor Pro Tem Putnam asked Mr. Harrison about this statement, “Maintain current built density or less in existing neighborhoods as redevelopment occurs”, and if the hard 1.8 density conflicts with this statement, or leaves us open to any conflicts. Upon further discussion, Mayor Pro Tem Putnam was fine with this statement.

Councilmember Short asked Mr. Harrison if the style and character of the homes is mentioned within the character of the neighborhood. Mr. Harrison replied we could, and part of the plan would be “do we want to maintain this character in the homes, or include this type of character in the homes.” Mayor Newton stated that really may not be ours to address. Councilmember Coplen added most HOAs will have their own standards. Councilmember Nakamura stated she believed that is government telling homeowners how to do something.

Mayor Pro Tem Putnam asked Mr. Harrison if these recalculations are consistent with the first draft version of the comp plan, or have they changed. Planner Pace replied he has not compared the two, but stated he would. Councilmember Coplen stated the definition of density needs to be really tight.

Councilmember Lindamood asked Mr. Harrison about “Sections of eight to 10-foot wide trails along the north parkway of Glade Road between Pool Road and Heritage Avenue. Filling trail gaps along this section should be planned in order to enhance connections to area schools, retail and dining closer to SH 121. However, these enhancements should be done in a manner that maintains the character of the existing road design.” Mayor Pro Tem Putnam answered that we know there is going to be a contiguous pedestrian element and it does not necessarily have to be 8-10 feet wide along the roadway, and the plan acknowledges the pedestrian element exists today. He added he is in agreement with the statement.

Mayor Newton suggested removing the 8-10 foot reference, and just state "sections of trails exist."

City Councilmembers suggested changing "south" to "west" on item number 4 on page 80.

Councilmember Short asked Mayor Newton if the McDonwell School Road connectivity for the master thoroughfare plan should be discussed. Mayor Newton replied no.

Councilmember Short asked Mr. Harrison about the 35 feet in height relative to roof construction, and how that feels really close to an existing home, especially when older homes are not constructed at that height. Mr. Harrison replied those types of things can be specified through the PUD process to match the plan.

Mayor Newton asked Mr. Harrison about what the overlay zoning means on page 86. Mr. Harrison replied there are multiple zoning options, but the PUD option would be the simplest. If you wanted to do an overlay, for a stretch of roadway, we could set up some standards that would apply to that entire overlay area, and you would not have to go through the PUD process. Councilmember Taylor added the requirements for that overlay area are defined in the zoning, and therefore the developers would basically be fast tracked because there would be no objection to their development.

Mayor Pro Tem Putnam asked City Council what the Overlook development is zoned. Councilmember Short replied PUDR. Mayor Pro Tem Putnam stated we could have forced a different setback standard as it abuts to Monticello.

Mayor Newton stated if we chose to go with an overlay area, the plan will provide the statement that relates back to that overlay.

Mayor Pro Tem Putnam asked City Council why it is important to state, "This could also include reducing the use of cul-de-sac streets and increasing the number of internal connected streets." on page 88. Councilmember Coplen replied she has had complaints that people are unable to get from one subdivision to the next, because there are no connected streets. Councilmember Short stated the goal is to get through subdivisions without having to get onto a main roadway, like John McCain Road. Councilmember Taylor added he is looking at it from a first responder or safety issue. Mayor Pro Tem Putnam stated he believes the developers and homeowners like it that way. Mayor Newton stated this statement is the right way to do it, even though people may not like it. Mr. Harrison added no connectivity does add complications to school busses as well.

Councilmember Coplen asked Mr. Harrison if the statement about the tree ordinance, page 89, provides for further investigation of the ordinance if necessary. Mr. Harrison replied yes, and action items have been provided.

Councilmember Nakamura stated developers should be held accountable for clear cutting or removing trees without permission. Mayor Pro Tem Putnam agreed and stated the tree ordinance is being reviewed.

Councilmember Short stated being concerned we have gone from having plenty of parks, to being way under, relative to park standards, as it is stated in the plan. Mayor Newton stated having the same concern. Mr. Harrison stated the ratio was updated relative to population and acreage. He clarified that when looking at park ratios, we are looking at the "x" amount of park, not necessarily the number of parks.

Mayor Newton asked Mr. Harrison how Colleyville aligns with the national park standard, under the assumption that public parks are only considered. Mr. Harrison replied Colleyville is good. Councilmember Short stated the plan states Colleyville would have to add 90 acres, given the private park system; however, with the public park acreage, the City is fine. Mr. Harrison stated based on what the community wants, and based on the data, Colleyville is within the standard.

Mayor Pro Tem Putnam asked Ms. Shabay why the standard is important. Ms. Shabay replied the NRPA standards are just a guide, and sometimes you are not going to meet those standards. She stated there are times when you can use that to your advantage relative to grants or park dedication.

Councilmember Coplen suggested adding a section to reflect the fact that some subdivisions have their own private open space which may or may not be used as parks. Councilmember Lindamood agreed it would eliminate the guessing.

Mayor Newton stated he would not use the private parks in computing the standard. Councilmember Coplen agreed, but stated she would like a separate statement about the private parks. Mr. Harrison stated it could be added.

Mayor Newton suggested adding (LID) after Low Impact Development on page 109. Mr. Harrison acknowledged.

Mayor Newton stated he would like the following statement to read: 1.8 dwelling units per "net" acre....and no more than 2 dwelling units per "gross" acre on page 115. Mr. Harrison acknowledged.

Councilmember Taylor asked Mr. Harrison what transition area means. Mr. Harrison replied the concept in the plan as it currently exists, there is a regular 1.8 lower density area with a transitional area in between commercial and residential. He stated the new plan still mentions the transitional area, but with different buffering techniques.

Mayor Pro Tem Putnam stated he did not believe they want to encourage residential along SH26 as stated on page 123. Mr. Harrison stated it could be changed to mixed use, if that is more appropriate. Councilmembers agreed. Mayor Pro Tem Putnam stated he did not want to preclude residential in mixed use.

Councilmember Coplen stated she did not know that she would state “the single most important” within the beautification project of SH26 on page 123 as a goal. Mr. Harrison stated it could be reworded. Councilmember Coplen suggested “as a goal, and leave out “the single most important.”

Mayor Newton asked Councilmember Coplen why. Councilmember Coplen replied it is important but not the single most important.

Councilmember Nakamura asked Councilmember Coplen what is the single most important reason. Councilmember Coplen replied there is no single most important reason. She added how about “as a goal, the most important thing..” Councilmembers agreed.

Councilmember Lindamood asked Mr. Harrison about dumpster screening or if they are only subject to the direct plan statement, “shall be placed adjacent to the building and in no case shall be placed within 20 feet of a residential property line.” Mr. Harrison replied in some cases there will be dumpster screening or entire screening walls.

Councilmember Short asked Mr. Harrison if the 10 feet is a hard 10 feet for the light pole statement on page 136. Mr. Harrison replied as it relates to residential areas, and it can be modified. Councilmember Coplen suggested this be in the code and not in this plan. Councilmember Taylor suggested the plan should not be punitive as commercial is commercial by nature, and be careful about overreaching.

Mayor Pro Tem Putnam asked City Council if currently there are regulations that should be revisited about big box development. Councilmember Taylor agreed.

Mayor Pro Tem Putnam asked staff if the regulations are still on the books. City Manager Jennifer Fadden replied correct. Mayor Pro Tem Putnam suggested looking at that section during the Land Development Code update discussions.

Councilmember Coplen suggested adding the other commercial areas on page 154. Mr. Harrison acknowledged, and stated they will let City Council know if there is some reason those areas should not be added.

Councilmember Short suggested adding “and other appropriate locations” to page 154, in terms of pursuing other commercial areas. Mayor Newton agreed. He

added Colleyville Boulevard is the prime corridor and the most significant; however, we do not want to ignore the others.

Mayor Newton stated these changes are not drastic. He stated there will be three public hearings (P&Z and City Council). Mayor Pro Tem Putnam stated the plan needs to be publicized.

Councilmember Coplen suggested making a synopsis of the changes from the previous plan.

City Manager Jennifer Fadden explained there is a 4-6 week lead time to be inserted with the utility bills.

Mayor Pro Tem Putnam asked staff if the changes could be generated for the next Planning and Zoning Commission meeting. Community Development Director Ben Bryner replied it would be close, but it is likely it could happen.

Mayor Pro Tem Putnam stated the public notification does not need to be dependent on the *Communicator*. Mayor Newton stated they could visit about the timing of the update.

Mayor Pro Tem Putnam stated now would be the time to discuss the change in the moving of the power lines. Councilmember Taylor stated this needs to be addressed now with the contractors to see if this can even be done. Councilmember Short stated the lines could be moved to the rear of the properties.

3. ADJOURNMENT

There being no further business before the City Council, Mayor Newton adjourned the worksession at 8:08 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS ON THIS THE 3RD DAY OF JANUARY 2017.

Minutes taken and prepared by:

Amy Shelley, TRMC
City Secretary



City of Colleyville

City Council Worksession

Minutes - Draft

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

Monday, December 12, 2016
6:00 p.m.

Colleyville Public Library
110 Main Street – Second Floor

Mayor Pro Tem Chris Putnam called the Colleyville City Council Worksession to order on December 12, 2016, at 6:04 p.m.

ROLL CALL: Mayor Pro Tem Chris Putnam, and Councilmembers Tammy Nakamura, Bobby Lindamood, Jody Short, and Mike Taylor

Absent: Mayor Richard Newton and Councilmember Nancy Coplen

City Manager Jennifer Fadden, Public Works Director Jeremy Hutt, City Engineer Cheryl Taylor, and City Secretary Amy Shelley

2. PRESENTATION AND DISCUSSION

2a Presentation and discussion on the City of Colleyville Storm Drainage System

Director of Public Works Jeremy Hutt presented this item and answered questions of the City Council.

Councilmember Lindamood asked about the type of retaining wall at Martin Parkway. Director Hutt replied some gable stone does exist at this location.

Councilmember Nakamura asked staff the location of this bridge. Director Hutt replied at Martin Parkway, in the southern part of town, in between Cheek-Sparger Road and Glade Road.

Councilmember Lindamood asked staff if the blocks in the channel at Jewel Estates help to slow the flow of water. Director Hutt replied the slower flow was a combination of opening up the channel, and lining the channel bottom, which allowed the water to convey better.

Councilmember Lindamood asked staff if the water break blocks lined in the bottom of creeks help to slow the water to help with drainage. Director Hutt replied, relative to velocity control issues, you will see those in larger drainage channels.

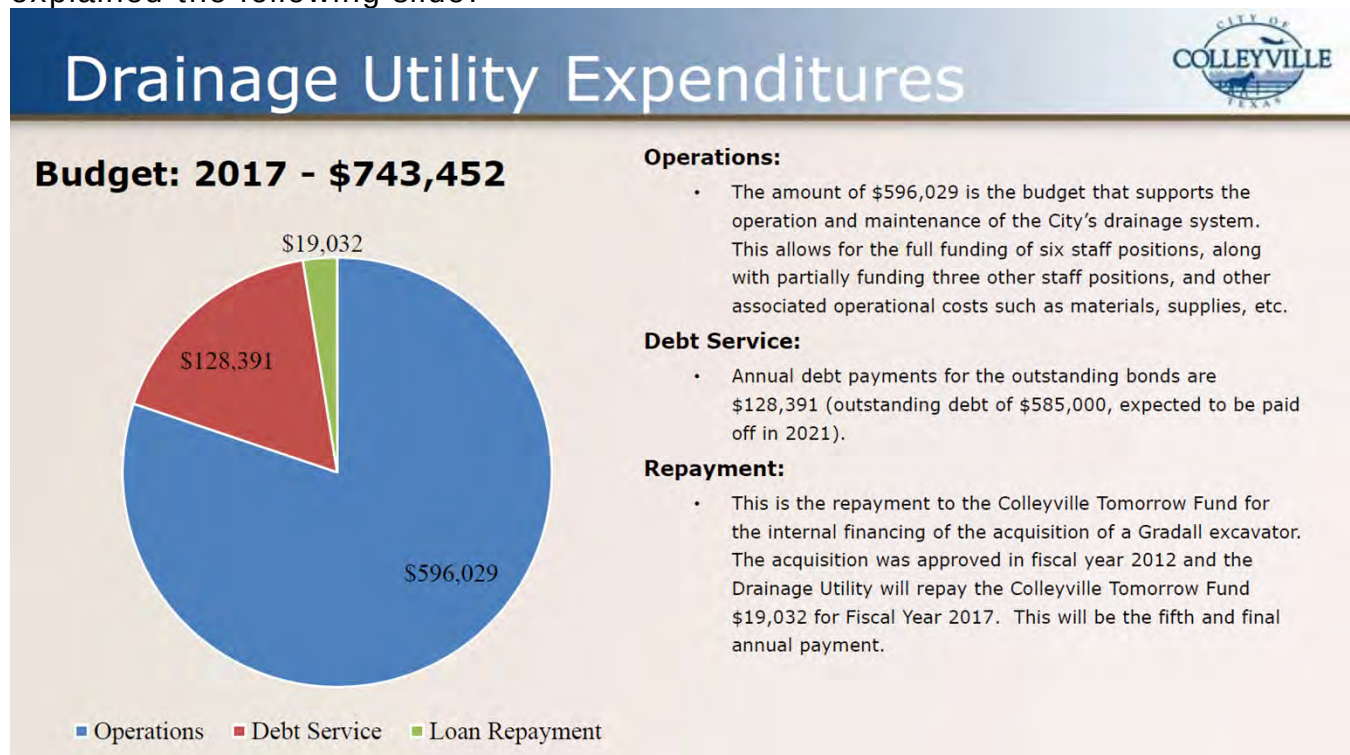
Councilmember Lindamood asked if staff has looked into something like that. Director Hutt replied we have not looked at a product that would benefit that particular scenario.

Councilmember Nakamura asked staff how many times a year the water crossings close. Director Hutt replied at least once a month, but that is dependent on the storms.

Councilmember Nakamura asked staff how much rain falls before the crossings are closed. Director Hutt replied it depends on the amount of rain and the duration of the storm.

Councilmember Lindamood asked staff if the headwalls around the crossings are cleaned when the streets are cleaned. Director Hutt replied yes, anything in the right-of-way is removed.

Mayor Pro Tem Putnam asked staff about the yearly expenditures. Director Hutt explained the following slide:



Councilmember Lindamood asked staff if the excess goes into the reserve. Director Hutt replied yes, any revenues over expenditures will add to the unrestricted net position.

Councilmember Lindamood asked staff how long those funds have been accumulating, the \$1.6 million. Director Hutt replied since 1993.

Councilmember Taylor asked staff if the \$956,550 is the revenue stream based on the number of meters. Director Hutt replied yes.

Councilmember Lindamood asked staff if the property owner is only responsible for the property line deeded to that property owner, relative to creeks. Director Hutt replied yes, in conjunction with the maintenance of the parkway. The property owner is responsible for keeping the area mowed and free of excessive debris and trash.

Councilmember Lindamood asked staff if that would also include erosion control. Director Hutt replied depending on what created the problem to begin with, the property owner would be responsible for establishing the proper erosion control.

Councilmember Nakamura asked staff if the rain water had created the normal wear and tear, would that be the City's responsibility. Director Hutt replied when it starts to interrupt the drainage and functionality of the drainage system, the City would then step in.

Councilmember Nakamura asked staff if the modifications have been completed with the Lakes of Somerset and Carmel Place Estates pond system. Director Hutt replied yes.

Councilmember Lindamood asked staff if issues with the pond system created the floodway change in the Carmel Place Estates development. Director Hutt replied no.

Councilmember Short asked staff if siltation issues still exist. Director Hutt replied no, there was a separation built between the two ponds.

Councilmember Nakamura asked staff when the Tara subdivision was built. A member of the audience replied the early 80s.

Mayor Pro Tem Putnam stated the Tara subdivision does not have a fee based HOA, and the creek issues are basically being impacted by privately owned individuals. Director Hutt replied correct.

Mayor Pro Tem Putnam asked staff about the example of a neighborhood, along the creek, that had a separate assessment completed. Director Hutt replied yes, there are examples of HOAs that have had assessments completed to show the impact to their HOA.

Councilmember Nakamura asked staff where the water and debris is coming from to this creek. Director Hutt replied from rain, curb inlets, and fallen trees run into that creek.

Mayor Pro Tem Putnam suggested taking the information back to the residents and have a separate worksession to discuss the cost impacts, not only the precedence it will set, given the 29 miles of creeks to maintain. He added there are a limited amount of resources, but there may be options, such as increasing the fee.

Councilmember Nakamura asked staff if the Tara creek is the worst along the 29 miles. Mayor Pro Tem Putnam replied this is something that could be addressed with the master plan. Councilmember Short stated his neighborhood had a similar situation, and the residents put in money and an HOA assessment was completed.

Councilmember Taylor asked staff if this impedes the flow of the existing storm water runoff, or is this just an unsightly area. Councilmember Nakamura answered the erosion is coming up the back of those properties. Director Hutt added the majority of the concerns are tied to the erosion side of it, and some debris could accumulate over time and if not freed up, it could ultimately cause a flow issue.

Councilmember Short asked staff about the options for a homeowner, in the absence of City participation. Director Hutt replied some of the property owners have looked at erosion control mitigation to offset or delay the issue.

Councilmember Short asked staff if there are regulations in place. Director Hutt replied there are regulations the property owner would have to comply with, and there are mitigation measures they could take on themselves, but they would have to be in compliance.

Councilmember Lindamood asked staff who is ultimately responsible for keeping the creek clean. Director Hutt replied the property owner is responsible; there are no other policies in place.

Councilmember Nakamura asked the City Council if there are other property owners in this same, unique situation, in which they cannot set up their own HOA. Councilmember Taylor replied his neighborhood cannot establish an HOA without 90 percent property owner agreement.

Councilmember Lindamood asked staff if there is a small amount that we could work with, not necessarily to accept responsibility. Director Hutt replied he did not know.

Mayor Pro Tem Putnam asked City Council if they have any other thoughts on the process to address the situation. Councilmember Short replied there is an idea of a Public Improvement District (PID) that could be set up to collect money; or the property owners may have to dedicate property along the creek to make the property public.

Councilmember Taylor asked City Council if the property owners are willing to deed over an easement to solve the problem. Mayor Pro Tem Putnam replied some have said yes, in the context of talking about dedication of right-of-way for park land.

Councilmember Short asked staff if the issue is with Little Bear Creek itself or because of the other tributaries that feed into it. Director Hutt replied this discussion is tied more to the section of Little Bear Creek.

Councilmember Nakamura asked staff if the City has staff who specializes in this or an expert. Director Hutt replied yes, there are staff members for drainage, and there are experts on natural drainage relative to creeks; however, there is not someone on staff with the level of expertise who can do this day in and day out.

Councilmember Lindamood asked staff if this type of study would be included in the 2019 master plan. Director Hutt replied yes, and a consultant will be chosen who has this level of expertise.

Councilmember Lindamood asked staff if the master plan update could be moved up and done now rather than later. Director Hutt replied it could be slated for 2017 or 2018, based on City Council's direction.

Mayor Pro Tem Putnam suggested having a worksession with a limited topic of Tara, to discuss options, cost impacts, and challenges the City may have, but with solutions that would be doable, given the financial situation.

Councilmember Nakamura asked staff when the meeting with the Preservation took place. Director Hutt replied June of 2015, and staff met with the developer who built the infrastructure.

Councilmember Nakamura asked staff if it was with the current builder. Director Hutt replied it was not, staff met with the original developer, who then sold off the lots.

Councilmember Taylor suggested pre depth tests/measurements be taken of the ponds, particularly the ones downstream to ensure those residents are not having to pay for upstream development, and maybe done at the time of development.

Councilmember Lindamood asked staff if there is a moratorium on green tags until everything is completely finished. Director Hutt replied staff is completing extensive site inspections before green tags can be issued to ensure compliance with the original development.

Mayor Pro Tem Putnam stated had some sort of process been in place in the beginning, such as an escrow account, these issues could have been remediated quickly on behalf of the impacted residents. Councilmember Taylor agreed and stated that money could have been used to dredge the pond.

Mayor Pro Tem Putnam asked staff if anything like this is in place. Director Hutt replied there was an escrow set up during the early part of development to

address dredging the Bridges at Riverwalk pond, which was specifically tied to the PUD zoning case. He stated he is not aware of any cities where funds are set up and allowed to be reimbursed over time based on completion.

Mayor Pro Tem Putnam suggested an action item to look at options.

Councilmember Nakamura asked staff what can be done. Director Hutt replied staff is currently working with the HOA to determine predevelopment siltation versus development siltation and once the data has been determined, enforcement actions are being considered.

Mayor Pro Tem Putnam asked staff what the enforcement actions would be. Director Hutt replied taking enforceable action before the builder is allowed to proceed.

Councilmember Lindamood asked staff if moving forward ponds could be lined. Director Hutt replied that is an option, but the fine siltation particles are still going to get through erosion control.

Councilmember Nakamura asked staff if a liner would have helped the pond. Director Hutt replied once the vegetation is established and the discoloration is gone, and the homes and all of the construction is done, the pond should clear up.

Councilmember Nakamura asked staff when the project is scheduled to be complete. Director Hutt replied the development is complete, but the homes are still being constructed, and the completion of home construction is dependent on when the last lot is sold. Councilmember Nakamura stated being concerned the home builder will be gone before the issues are fixed.

Councilmember Nakamura asked staff if someone is going by the development like they are supposed to be. Director Hutt replied staff performs post rain inspections, as well as regular weekly inspections.

Councilmember Lindamood stated the Mayor wanted these issues to be resolved before any green tags were issued.

Mayor Pro Tem Putnam asked Councilmember Lindamood what needed to be done. Councilmember Lindamood replied the drainage issues and inlet covers.

Mayor Pro Tem Putnam asked staff where are we with the enforcement issues. Director Hutt replied staff is working closely with the HOA relative to the pond, and we are closely monitoring the home building sites with the active construction.

Mayor Pro Tem Putnam suggested for the next follow up session, there should be a discussion about general enforcement policies and/or maybe define policies.

Councilmember Short asked City Council about expectations, noting you cannot eliminate the pond being discolored. Councilmember Lindamood replied the pond should have already established vegetation. Councilmember Short stated the policy stuff in general or regulations. Councilmember Lindamood replied it is important to have the SW3Ps in place to prevent this from happening.

Councilmember Taylor asked staff if the pond is collecting more than just from the development. Director Hutt replied the pond is collecting from the development, but the Bridges as Riverwalk pond is collecting from the curb inlets. He added the Preservation pond will need to be dredged based on the amount of siltation collected.

Councilmember Lindamood asked staff if the developer is responsible for dredging the pond, even if the cost exceeds the \$10,000 in escrow. Director Hutt replied staff is looking for the appropriate enforcement action and the appropriate party responsible.

Councilmember Short asked staff how often ponds need to be dredged. Director Hutt replied it depends on the amount of contributing acreage, and construction activity which contributes to runoff, as well as heavy rain events.

Councilmember Taylor asked staff if the builder will not get their last final until there is a resolution with the pond. Director Hutt replied staff will have the resolution before the last final is issued.

Councilmember Lindamood asked staff about the company who performed the dredging. Director Hutt replied America Underwater.

Mayor Pro Tem Putnam stated the topics for a follow-up discussion include: the timing of the master plan revision; a more tactical discussion about Tara options; and the enforcement policy and maybe a more proactive approach to the situations like the Preservation, or a mechanism to remediate on our own, without having to serve as a go between with the developer.

3. ADJOURNMENT

There being no further business before the City Council, Mayor Pro Tem Putnam adjourned the worksession at 8:07 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS ON THIS THE 3RD DAY OF JANUARY 2017.

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 5d

Agenda Date 01/03/2017

Number

Type Resolution

Department Police

Title

Approval of the first renewal term of the Interlocal Lease Agreement with Tarrant County 9-1-1 for facility space at the Colleyville Justice Center, and authorize the city manager to execute the agreement

Strategy Map Connection

B3- Utilize partnerships to implement cost-effective service solutions

C5- Achieve the highest standards of safety & security

Explanation

Reading and Public Hearing

The purpose of this item is to seek approval for the First Renewal Term of the Lease Agreement with Tarrant County 9-1-1 for space at the Colleyville Justice Center.

The lease agreement allows Tarrant County 9-1-1 the use of approximately 2500 square feet of space located in the old dispatch and jail portions of the Colleyville Justice Center. Tarrant County 9-1-1 utilizes the space as a back-up 9-1-1 Center. In turn, the City of Colleyville is paid \$15,000 annually.

The first renewal term of the lease will be for five (5) years. This coincides with the contract with the cities of Keller and Southlake for Combined Public Safety Dispatching Services.

The original lease agreement was entered into in October 2010 for a period of six (6) years. The lease agreement with Tarrant County 9-1-1 was designed to directly coincide with the Combined Public Safety Dispatching Services Agreement with the cities of Keller and Southlake.

Staff recommends approval as the revenue generated through this lease agreement serves to offset a portion of the cost of the Combined Public Safety Dispatching Services Agreement.

Financial Impact

Tarrant County 9-1-1 will pay the City of Colleyville \$15,000 annually during the term of this lease. The total revenue generated will be \$75,000, which will help offset the cost of the Combined Public Safety Dispatching Service Agreement with the cities of Keller and Southlake.

Recommendation

Approve

Attachments

1. 2010 Original Tarrant County 911 Lease Agreement
2. Tarrant County 9-1-1 Interlocal Lease Agreement Renewal

STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS:

COUNTY OF TARRANT §

LEASE AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into by and between Tarrant County 9-1-1 District (TC911), hereafter Tenant, and the City of Colleyville, Texas, hereafter Landlord:

WHEREAS, this Agreement is made under the authority of §§ 791.001-791.034 Texas Government Code;

WHEREAS, each party, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and that each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.

WITNESSETH:

In consideration of Tenant's obligation to pay rent, and of the other terms, covenants, and conditions contained herein, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord the Premises, described herein, TO HAVE AND TO HOLD all and singular, said Premises and improvements, together with the rights, privileges, and appurtenances thereto, belonging unto said Tenant for the term described herein.

ARTICLE I. PREMISES

A. **THE PREMISES.** The leased premises (the "Premises") are the real property, together with all improvements thereon, which are located in Tarrant County, Texas, and described on Exhibit "A", attached hereto.

B. **CONDITION OF PROPERTY; REQUIRED CONSTRUCTION.** Tenant accepts the condition of the Premises in "as is" condition, subject to any requirements relating to construction by Landlord or the condition of the Premises contained in Exhibit "B" attached hereto.

ARTICLE II. TERM OF LEASE

A. **ENTRY PRIOR TO COMMENCEMENT DATE.** Any entry onto or use of the Premises prior to the Commencement Date shall be governed by all of the terms, covenants, and conditions of this Lease, except rent.

B. **COMMENCEMENT DATE AND LEASE TERM.** The Commencement Date shall be as provided for on Exhibit "C", attached hereto and incorporated herein. The term of the Lease shall begin on the Commencement Date and shall continue for the number of years provided for in Exhibit "C", provided that if said Commencement Date shall not occur on the first day of the calendar month, then the last day of the Lease Term shall be calculated from the first day of the calendar month next following the Commencement Date.

C. **SURRENDER.** Promptly on the expiration of the term of this Lease or earlier termination of this Lease, Tenant shall peaceably and quietly leave, surrender, and yield to Landlord the Premises, broom-clean and in good condition, reasonable wear and tear and casualties provided for in Article IX herein excepted. Additionally, to the extent that Tenant brings hazardous materials onto the premises Tenant covenants and agrees to remove the hazardous materials at no expense to the Landlord prior to the expiration or termination of the Lease. Further, Tenant shall surrender all keys to the Premises at the place then fixed for the payment of rent.

D. **HOLDING OVER.** In the event Tenant remains in possession of the Premises after the termination of this Lease without having executed a new lease, Tenant shall be deemed to be a month-to-month Tenant whose rental rate shall be the last rental rate provided for herein plus two-hundred and fifty percent (250%) of such amount, and otherwise subject to all terms, covenants, and conditions of this Lease insofar as the same are applicable to a month-to-month tenancy.

ARTICLE III. RENT

A. Rent shall accrue hereunder from the Commencement Date.

B. Tenant promises and agrees to pay to Landlord for the Premises, as set forth in Exhibit "D", attached hereto and incorporated herein. Rent shall be paid in advance in monthly installments on the first day of each calendar month, upon billing by Landlord. All payments will be made in accordance with Texas Prompt Payment Act.

ARTICLE IV. LIABILITY

LIABILITY FOR CLAIMS. Tenant is solely responsible for any and all claims, liabilities, losses, damages, causes of action, and expenses (including court costs and reasonable attorney's fees) arising from (1) Tenant's occupation of the Premises, use of the Premises, conduct of its business, or any other activity permitted or suffered by the Tenant on the Premises, (2) any default, breach, violation or nonperformance of this Lease or any of its terms, covenants, and conditions, and (3) any act, omission, or

negligence of Tenant, or any officer, agent, employee, guest, customer, subtenant, assignee, or invitee of Tenant, including any act, omission, or negligence resulting in injury or death. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or upon the Premises, from any cause other than Landlord's negligence; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in or about the Premises. Tenant is responsible for any penalty, damage, or charge incurred or imposed by reason of any violation of law, statute, ordinance, or governmental rule, regulation or requirement now or hereafter in force, by Tenant, or any officer, agent, employee, guest, customer, subtenant, assignee, or invitee of Tenant.

ARTICLE V. INSURANCE AND LIABILITY

A. **INSURANCE.** Tenant shall procure and maintain throughout the Lease Term a policy or policies of insurance, at its sole cost and expense, insuring Landlord as well as Tenant, from all claims, demands, or actions arising out of Tenant's use and occupancy of the Premises, containing bodily injury and property damage combined single-limit coverage of not less than \$1,000,000 per each occurrence. Such insurance shall be carried with companies satisfactory to Landlord, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days prior to cancellation of such insurance. Tenant may maintain insurance covering the Premises contents from time to time during the Lease Term, providing protection against perils included within the standard Texas form of fire and extended-coverage insurance policy, together with such other risks.

B. **WAIVER OF SUBROGATION.** Landlord and Tenant do hereby mutually waive as against one another all rights of recovery for damage to the extent that such damage is compensated for by insurance maintained by the damaged party; and Landlord and Tenant agree that no party shall have any claim against the other by way of subrogation or assignment.

C. **LANDLORD NOT LIABLE.** Neither Landlord nor its agents shall be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, rain, or water from any source or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants, employees. Landlord or its agents shall not be liable for interference with the light or air, or for any latent defect in the Premises, and any interference with air or light shall not affect this Lease or cause any abatement of Rent.

ARTICLE VI. UTILITIES

Tenant shall be responsible for all costs and expenses for the use and connection of all utility services for Premises, including, but not limited to, the payment of any and all utility deposits. Tenant shall promptly pay all charges for telephone service and all other utilities furnished to the Premises. Landlord shall provide water and electricity for the Premises. Landlord agrees to maintain back-up generator and provide necessary fuel. Upon request, Landlord will provide Tenant with generator

service and fueling records.

ARTICLE VII. TENANTS USE OF PREMISES

A. **PERMITTED USE.** The Premises may be used and occupied only for the purposes described in Exhibit "E", attached hereto and incorporated herein. Tenant may not change the use of the Premises without Landlord's prior written consent.

B. **PERMITS AND LICENSES.** Tenant shall obtain at its sole cost and expense all permits and licenses required for the transaction of its business in the Premises. Tenant shall not violate any applicable law, ordinance, or governmental regulation now in force or which may hereafter be in force pertaining to the Premises.

C. **PROHIBITED USES.** Tenant shall keep the Premises free from waste or nuisance at all times. Tenant shall not, without Landlord's prior written consent:

1. Damage or deface the walls, ceilings, floors, or any other part of the Premises; or

2. Permit any injury, overloading, or other harm to any part of the Premises or any equipment or fixtures which are attached thereto or used therein, including but not limited to placing any unreasonably heavy loads upon any floor of the Premises.

D. **ALTERATIONS AND ADDITIONS.** Tenant shall not, without Landlord's prior written consent, make any alterations or additions to the Premises; provided, however, that Tenant may perform the work, if any, required before it moves into the Premises. Any alterations or additions, including any fixtures or equipment which are installed to the interior or exterior of the Premises by either party shall upon the termination of this Lease for whatever reason become the property of Landlord and be surrendered with the Premises. Notwithstanding the foregoing, Tenant may install unattached, movable trade fixtures, and may remove same upon termination of this Lease.

ARTICLE VIII. MAINTENANCE AND REPAIR

A. **MAINTENANCE BY LANDLORD.** Landlord shall be responsible only for reasonable maintenance of the foundation, the exterior walls, heating and air conditioning and roof of the Premises; provided, however, that Landlord shall not be required to make any repairs occasioned by the act, omission, or negligence of Tenant, its agents, invitees, contractors, or employees. In the event that the Premises should become in need of repairs required to be made by Landlord, Tenant shall give immediate written notice of the needed repairs to Landlord. Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice. Landlord shall be responsible only for the cost of repairs required above, and not for any consequential or other damages resulting therefrom. If repairs cause premises to be unusable for a period of more than

ten (10) consecutive business days, then rent shall abate until such time as repairs are completed.

B. MAINTENANCE BY TENANT. Landlord shall keep the Premises, including all windows, signs and sidewalks, service ways, and loading areas adjacent to the Premises in good, clean, rubbish-free condition, free from waste and nuisance at all times. Landlord shall make all needed repairs, including without being limited to, maintenance of all direct utility connections and replacement of any cracked or broken windows or other glass. Landlord shall keep in good working condition the air conditioning/heating system, the sprinkler system, if any, and the water heater, repairing and replacing such items as may be necessary from time to time. Tenant shall comply at its sole cost and expense with all governmental laws, ordinances, and regulations applicable to the Premises, except that Tenant shall not be obligated to make any structural changes or alterations to the Premises in order to comply therewith unless made necessary by the act or omission of Tenant, in which event, Tenant shall comply at its expense in accordance with plans and specifications approved by Landlord.

C. GARBAGE AND TRASH DISPOSAL. Landlord shall be responsible for making the provision for garbage disposal for the Premises.

ARTICLE IX. CASUALTY

Tenant shall give immediate written notice to Landlord of any damage caused to the Premises by fire or other casualty. In the event that all or any portion of the Premises shall be damaged or destroyed by fire or other casualty, Landlord shall elect either to terminate this Lease or to repair and reconstruct the Premises to their condition immediately prior to such damage or destruction. In the event Landlord elects to terminate this Lease, Landlord shall deliver written notice to Tenant on or before thirty days following receipt of Tenant's written notice of the damage to the Premises, and shall refund to Tenant the prepaid Rent, if any, unaccrued as of the date of damage or destruction, less any sum then owing Landlord by Tenant. If Landlord elects to repair and reconstruct the Premises, this Lease shall continue in full force and effect, and said repairs and reconstruction shall be made within a reasonable time thereafter, and Landlord may elect by the delivery to Tenant of written notice made on or before the Landlord's completion of said repair and reconstruction, to extend the Lease Term by a period of time equal to the period of such repair and reconstruction. During the period of repair and reconstruction of the Premises, Tenant agrees to continue operating its business within the Premises to the extent practicable, and rental shall abate proportionately during the period and to the extent that the Premises are unfit for use by Tenant.

ARTICLE X. CONDEMNATION

A. TERMINATION OPTION. In the event that all or any portion of the improved portion of the Premises or in excess of twenty-five percent 25% of the parking area of the Premises should be appropriated or taken by any public or quasi-public

authority under the power of eminent domain, this Lease may be terminated by either Landlord or Tenant by the delivery of written notice at least thirty (30) days prior to the date title vests pursuant to such taking or acquisition; the termination shall be effective as of the date title vests pursuant to such taking or acquisition, and all rentals shall be paid up to that date.

B. LEASE OBLIGATION AFTER CONDEMNATION. In the event that all or any portion of the Premises should be appropriated or taken by any public or quasi-public authority under the power of eminent domain, and this Lease is not terminated by Landlord or Tenant, the Rent payable hereunder during the unexpired portion of this Lease shall be reduced by multiplying the total rental by a fraction the numerator of which is the Square Foot Area of the Premises after condemnation and the denominator of which is the Square Foot Area of the Premises prior to condemnation. Landlord shall repair any structural damage to the Premises caused by the appropriation or taking.

C. VOLUNTARY CONVEYANCE IN LIEU OF CONDEMNATION. In the event that any authority having the power of eminent domain requests that Landlord convey to such authority all or any portion of the Premises, Landlord shall have the right to make a voluntary conveyance to such authority of all or any portion of the Premises whether or not proceedings have been filed by such authority; and in the event of any such voluntary conveyance, it shall nevertheless be deemed for the purpose of interpreting this Lease that there has been a taking under the power of eminent domain.

D. CONDEMNATION AWARDS. In the event of such an appropriation or taking, whether whole or partial, all awards of compensation shall belong to Landlord, and Tenant expressly waives any claim or right to any such award, except that Tenant shall be allowed to recover from such authority, but not from any portion of any award to Landlord, at Tenant's own cost and expense, the unamortized cost of Tenant's leasehold improvements and trade fixtures.

ARTICLE XI. DEFAULT AND REMEDIES FOR DEFAULT

A. EVENTS OF DEFAULT BY TENANT. The following shall be deemed to be events of default by Tenant under this Lease:

1. Tenant shall fail to pay when due any installment of Rent within ten days after written notice from Landlord or any other payment required Pursuant to this Lease;

2. Tenant shall fail to comply with any term, covenant, or condition of this Lease, other than the payment of Rent, and fail to cure within thirty (30) days after written notice by Landlord, provided, however, that if the nature of Tenant's obligation is such that more than thirty (30) days are required for performance, then Tenant shall not be in default if Tenant commences performance within such thirty (30)-day period and thereafter diligently prosecutes completion of same;

3. Tenant shall be the subject of a petition under Title 11 of the United States Code, as amended, or under any state bankruptcy laws, whether voluntary or involuntary or be adjudged bankrupt or insolvent under said laws;

4. Tenant shall have receiver or trustee appointed for all or substantially all of the assets of Tenant; or Tenant shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or

5. Tenant shall do or permit to be done any act which results in a lien being filed against the Premises, and does not discharge of record or bond against said lien within fifteen (15) days following written notice by Landlord to Tenant of the filing thereof.

B. REMEDIES. In the event of default and in addition to all other remedies now or hereinafter provided herein or by law:

1. Landlord may at its option enter and take possession of the Premises and of the personal property of Tenant on which it has a contractual lien immediately without any previous notice of intention to reenter, and may remove all persons and property from the Premises and may take full and exclusive possession of the Premises. Landlord may secure, lock up, cut off utility service to, and attempt to relet the Premises, all without any of such actions being deemed a trespass or an election on Landlord's part to terminate the Lease. If, however, any such default on Tenant's part should be fully corrected and cured before Landlord exercises an option to terminate the Lease, and before Landlord has relet the Premises, then the Premises shall be returned to Tenant, and Tenant may continue in possession hereunder. Tenant expressly waives any and all damages by reason of reentry by Landlord under this Lease.

2. In the event that Landlord elects to reenter the Premises without terminating the Lease, then Tenant shall be liable for and shall pay to Landlord all Rent and other indebtedness accrued to that date, plus Rent required to be paid by Tenant to Landlord during the remainder of the Lease Term until the date of expiration of the term, diminished by any net sums thereafter received by Landlord through reletting the Premises during said period (after deducting all expenses incurred by Landlord to relet the Premises). In no event shall Tenant be entitled to any excess of any Rent obtained by reletting over and above the Rent herein reserved. Actions to collect amounts due by Tenant as provided in this Paragraph may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the Lease Term.

3. Notwithstanding any prior election not to terminate, Landlord may at any time, including subsequent to a reentry as above provided, elect to terminate this Lease on account of such default. Upon termination Tenant shall be liable for and shall pay to Landlord the sum of all Rent and other indebtedness accrued to the date of such termination, plus, as agreed and liquidated damages, an amount equal to the Rent and other charges for the remaining portion of the Lease Term (had such term not been

terminated by Landlord prior to expiration of the Lease Term), less the then fair rental value of the Premises for said period, both discounted to their present value based upon an interest rate of six percent (6%) per annum; the undersigned parties hereby stipulate that the fair rental value shall in no event be deemed to exceed sixty percent (60%) of the Rent provided for herein for said period.

4. In case of Default, Tenant shall also be liable for and shall pay to Landlord, in addition to any sum provided to be paid above: the costs of removing and storing Tenants or other occupant's property; the cost of repairing, altering, remodeling, renovating, or otherwise putting the Premises into condition acceptable to a new tenant or tenants; and all reasonable expenses incurred by Landlord in enforcing Landlord's remedies, including reasonable attorney's fees.

C. **DEFAULT BY LANDLORD.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30)- day period and thereafter diligently prosecutes completion of same.

ARTICLE XII. TRANSFERS AND LIENS

A. **NO LIEN AUTHORITY.** Tenant agrees that it shall not undertake any act which will cause a lien to be filed against the subject property, and Tenant acknowledges that it has no power to encumber or cloud Landlord's title. Tenant further agrees that if, because of any act or omission of Tenant, any mechanics lien or other lien, charge, or order for the payment of money shall be filed against Tenant or any portion of the Premises, or upon the right, title, and interest of Tenant created by this Lease, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within fifteen (15) days after written notice by Landlord to Tenant of the filing thereof. To the extent permitted by law Tenant hereby agrees to indemnify and hold Landlord harmless against and from all costs, liabilities, suits, penalties, claims, and demands resulting therefrom.

B. **ASSIGNMENT AND SUBLETTING.** Tenant may assign this Lease or sublet the Premises only with the prior written consent of Landlord. Tenant acknowledges that this Lease is personal to Tenant for the use specified herein, and that Landlord may withhold its consent, and may further condition any consent on an increase in Rent or any other changes in the terms, covenants, or conditions hereof. The consent by Landlord to any transfer, assignment, or subletting shall not be deemed to be a waiver on the part of Landlord of its rights regarding any future transfers, assignments, or sublettings. If Landlord consents to an assignment or subletting, that consent shall not be effective unless and until Landlord approves in writing the executed assignment or sublease agreement, which agreement shall provide for the Landlord's consent to any amendment, and for the assignee or sublessee to assume all of the obligations and liabilities of Tenant under this Lease, without relieving Tenant of its

obligations under this Lease.

ARTICLE XIII. ACCESS TO PREMISES

Landlord shall have the right to enter upon the Premises (recognizing that Tenant's hours of operation are 8:00 a.m. to 5:00 p.m.) with 24 hours notice for the purpose of inspecting them, making repairs to the Premises, or curing any default of Tenant hereunder that Landlord elects to cure. Landlord shall not be liable to Tenant for any expense, loss, or damage from any such entry. Tenant shall permit Landlord, during the sixty (60)-day period preceding the expiration of this Lease, to enter upon the Premises during normal business hours to exhibit same to prospective tenants.

ARTICLE XIV. INTERPRETATION, NOTICES, AND MISCELLANEOUS

A. **CHOICE OF LAW.** This Lease shall be governed by the laws of the State of Texas.

B. **ADDITIONAL COSTS.** In the event that Tenant fails to perform any covenant under this Lease within ten (10) days after written notice from Landlord, including, but not limited to, obtaining permits and licenses and obtaining those items necessary for said permits and licenses, Landlord may cure such failure for the account of and at the expense of Tenant, and the reasonable expenses paid therefore may be added to the rent due Landlord. The rights granted to Landlord under this section are not exclusive, and Landlord shall have all other legal remedies otherwise available to it.

C. **SUCCESSORS AND ASSIGNS.** The terms, covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and their respective successors in interest (subject to any restrictions on transfers contained in Article XII) and legal representatives, except as otherwise herein expressly provided.

D. **FORCE MAJEURE.** In the event that either party is delayed, hindered, or prevented from performing any action required herein, either party shall not be liable or responsible if the delay is due to strike, riot, act of God, shortage of labor or materials, war, governmental laws, regulations, or other restrictions or any other causes of any kind which are beyond the reasonable control of either party, and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

E. **PARTIAL INVALIDITY.** Any provision of this Lease which shall prove to be illegal, invalid, or unenforceable under present or future laws shall in no way affect, impair, or invalidate any other provision hereof, and this Lease shall be interpreted as if it had been entered into without such an illegal, invalid, or unenforceable provision.

F. **WAIVER.** The waiver by Landlord of any remedy for the breach of any term, covenant, or condition shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a

waiver of any preceding default by Tenant of any term, covenant, or condition of this Lease, other than failure of the Tenant to provide the particular Rent payments so accepted, regardless of Landlord's knowledge of such preceding default at the time of acceptance of such Rent.

G. **MERGER OF ESTATES.** The voluntary or other surrender of this Lease by Tenant or a mutual cancellation of this agreement shall not cause a merger, and shall, at Landlord's option, terminate all or any existing sublease or subtenancies, or, at Landlord's option, may operate as an assignment to Landlord of Tenant's interest in any or all subleases or subtenancies.

H. **LIABILITY.** The parties agree that Landlord and Tenant are only responsible for those claims which may be charged against them by virtue of the Texas Tort Claims Act. This agreement may not be construed or interpreted to provide a benefit to any third party to the extent that a third party may bring a cause of action under a third-party beneficiary contract theory.

I. **CONSTRUCTION.** Whenever in this Lease a singular number is used, the same shall include the plural, and the neutered gender shall include the feminine and masculine genders. The captions used in this Lease are for convenience only, do not constitute a part of the Lease, and shall have no effect upon the construction or interpretation of any term, covenant, or condition herein.

J. **NOTICES.** All notices or requests provided for in this Lease must be in writing and must be given by depositing the same in the United States Mail, addressed to the party to be notified, Postage Prepaid, and Registered or Certified with Return Receipt Requested. Notices by mail shall be deemed received upon mailing in accordance with the foregoing requirement. Notices shall be sent to the address designated at the conclusion of this Lease.

K. **LANDLORD APPROVAL.** Whenever and wherever Landlord's permission is required under this Lease, said approval or permission shall not be unreasonably withheld or delayed.

L. **USE OF COMMON AREAS.** Tenant shall have use of common areas and grounds, in accordance with the use and fee policies set by the Landlord.

M. **CANCELLATION PROVISION.** Tenant may terminate this Lease on sixty (60) days written notice to Landlord if the notice is given to Landlord within thirty (30) days of Tenant's budget being approved and only if funds are not appropriated by the proper authority to pay for the Rent due hereunder.

N. **ENTIRE AGREEMENT.** This Lease, together with the exhibits described below which are attached hereto and incorporated herein for all purposes, set forth all agreements between Landlord and Tenant relative to the Premises. All prior negotiations and agreements are merged herein, and no subsequent agreement relative to the subject matter hereof or modification of this Lease shall be binding unless reduced to a writing signed by both parties hereto. The following exhibits have

been attached to and incorporated into this Lease:

EXHIBIT "A"	-	Description of the Premises
EXHIBIT "A-1"	-	Floor plan
EXHIBIT "B"	-	Condition of Premises
EXHIBIT "C"	-	Lease Term
EXHIBIT "D"	-	Rental Rates
EXHIBIT "E"	-	Permitted Uses

Executed by Landlord the 21st day of September, 2010,


CITY OF COLLEYVILLE [LANDLORD]

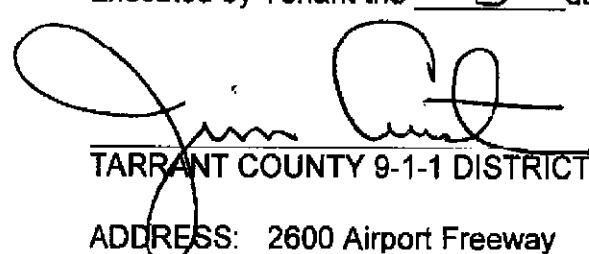
Colleyville City Council

SEP 21 2010

ADDRESS: Colleyville City Hall
100 Main Street
Colleyville, TX 76034

Approved

Executed by Tenant the 5 day of October, 2010,


TARRANT COUNTY 9-1-1 DISTRICT [TENANT]

ADDRESS: 2600 Airport Freeway
Fort Worth, TX 76111

EXHIBIT "A"
DESCRIPTION OF PREMISES

The property to be leased under this agreement is located at 5201 Riverwalk Drive Colleyville, Texas, *and* generally described as:

An approximately 2,500 square foot portion of a the Colleyville Police Department building, as indicated on Exhibit A-1 attached hereto and incorporated herein by reference.

Exhibit A-1 will be a mutually agreeable floor plan outlining the space utilized for the project.



EXHIBIT "B"
CONDITION OF PREMISES

The premises are in good condition.

Any remodeling of the premises is the responsibility of the Tenant subject to approval by Landlord.

EXHIBIT "C"
LEASE TERM

The Commencement Date of the Lease shall be October 1, 2010. The term of the Lease shall coincide with Section 2 of the INTERLOCAL AGREEMENT FOR COMBINED PUBLIC SAFETY DISPATCHING AND JAIL SERVICES FOR THE CITIES OF KELLER, SOUTHLAKE AND COLLEYVILLE executed on 7-6-2010.

"This Agreement shall be for an initial term of six (6) years commencing on October 1, 2010, and ending September 30, 2016, (the "Initial Term") and may be extended thereafter by mutual consent of the parties hereto and for two successive five (5) year terms. (The renewal terms shall be referred to as the "First Renewal Term" and "Second Renewal Term", respectively)"

Furthermore, TC9-1-1 acknowledges and agrees to the provisions in Section 7 **Cancellation.**

EXHIBIT "D"
RENTAL RATES

Tenant shall make a one-time payment of \$20,000 to Landlord within 45 days of Lease signing, as compensation for the use of existing radio consoles and furniture. As a condition of the Lease and as part of the Lease rent, Tenant further agrees to maintain the radio equipment and console in working condition throughout the term of the Lease.

In addition, the annual Rental Rate shall be SIX DOLLARS AND ZERO CENTS (\$ 6.00) per square foot. Rent shall be paid monthly in accordance with Article III of the Lease.

Annual Occupancy Rate For Space at 5201 Riverwalk Drive (2,500 square feet):

\$ 15,000.00 per year

EXHIBIT "E"
PERMITTED USES

The Property shall be used by Tarrant County 9-1-1 District to provide the following types services, including but not limited to:

A regional backup site for the Tarrant County 9-1-1 District

All other uses not consistent with the above will require Landlord's written consent as per Article VI I of the Lease.

October 24, 2016

Tarrant County 9-1-1 District
Attn: Greg Petrey
2600 Airport Freeway
Fort Worth, Texas 76111

Re: First Renewal Term of Interlocal Lease Agreement with the City of Colleyville for facility space located at 5201 Riverwalk, Colleyville, Texas 76034.

Pursuant to the stated terms in the current lease agreement dated October 2010 for leased space at the Colleyville Justice Center located at 5201 Riverwalk, Colleyville, Texas 76034, the partner agencies have the option to renew the lease agreement for an additional (5) year period, known as the First Renewal Term, by mutual consent of all parties.

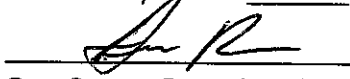
If you agree to this renewal the following will apply:

Renewal Period: October 1, 2016 through September 30, 2021

All originally agreed upon obligations, payments, terms for cancellation, notices, dispute resolution, and all other terms agreed to and detailed in the original Interlocal Lease Agreement dated October 2010, will remain in effect for the duration of this First Renewal Term.

By signing this Letter you agree to the First Renewal Term and the continued terms and conditions as agreed to in the original Interlocal Agreement.

Executed by Tenant 5th day of December, 2016



Greg Petrey, Executive Director [Tenant]

Address: Tarrant County 9-1-1 District
2600 Airport Freeway
Fort Worth, Texas 76111

Executed by Landlord _____ day of _____, 2016

Jennifer Fadden, City Manager [Landlord]

Address: Colleyville City Hall
100 Main Street
Colleyville, Texas 76034



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6a
Type Resolution
Department City Secretary

Agenda Date 01/03/2017

Number Resolution R-17-4081

Title

Approval of a resolution supporting the safety and welfare of citizens and support of the Colleyville Citizens on Patrol program

Strategy Map Connection

- C5- Achieve the highest standards of safety & security
- C4- Provide mobility enhancements that complement neighborhoods
- B4- Cultivate a culture of transparency and consistent communication

Explanation

Reading and Public Hearing

This item is in response to the winning essay written by Mayor for a Day London DeZurik. In her essay Mayor for a Day DeZurik noted crosswalks and a citizen's patrol are just two of her ideas on how to make Colleyville the best it can be.

The authority to establish and designate crosswalks and establish school safety zones and speed limits can be found in the Colleyville Code of Ordinances, Part II, Chapter 94 (attached). In addition to the regulations contained in the Code of Ordinances, School Safety Zones are established and enforced per attached Ordinance O-11-1793.

There are also citizen boards, commissions, and committees, appointed by the City Council which help provide recommendations to the City Council. Additionally, there is a Citizens on Patrol (COP) program and a Citizens Fire Academy (CCFA), sponsored by the police and fire departments respectively.

Approval of the attached resolution allows for the continued review and consideration of crosswalks and school safety zones in accordance with the Colleyville Code of Ordinances and all state regulations, and continues support for the Colleyville Citizens on Patrol program.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Excerpt from the Colleyville Code of Ordinances
2. Ordinance O-11-1793
3. Resolution R-17-4081

Colleyville Code of Ordinances Excerpt Sec. 94-31 and Sec. 94-39

Sec. 94-31. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authorized emergency vehicle means vehicles of the fire department (fire patrol), police vehicles, public and private ambulances for which permits have been issued by the state board of health, emergency vehicles of municipal departments or public service corporations as are designated or authorized by the city council, private vehicles operated by volunteer firefighters or certified emergency medical services employees or volunteers while answering a fire alarm or responding to a medical emergency, industrial ambulances and other industrial emergency response vehicles when operating in an emergency situation provided the vehicle is also operated in adherence with criteria established by the Texas Industrial Fire Training Board of the State Firemen's and Fire Marshals' Association of Texas as the criteria are in effect on September 1, 1989, and vehicles operated by blood banks or tissue banks accredited or approved under the laws of this state or the United States, while making emergency deliveries of blood, drugs or medicines, or organs.

Business district means the territory contiguous to and including a highway when within any 600 feet along such highway there are buildings in use for business or industrial purposes, including but not limited to hotels, banks, or office buildings, railroad stations and public buildings, which occupy at least 300 feet of frontage on one side or 300 feet of frontage collectively on both sides of the highway.

Chief of police means the police chief of the city or his authorized representative.

Crosswalk means:

- (1) That part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs, or in the absence of curbs from the edges of the traversable roadway;
- (2) Any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surfaces.

Driver means every person who drives or is in actual physical control of a vehicle.

Intersection means the area embraced within the prolongation or connection of the lateral curblines, or, if none, then the lateral boundary lines of the roadways of two highways which join one another at, or approximately at right angles, or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict.

Where a highway includes two roadways 30 feet or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. If such intersecting highway also includes two roadways 30 feet or more apart, then every crossing of two roadways of such highways shall be regarded as a separate intersection.

The junction of an alley with a street or highway shall not constitute an intersection.

Laned roadway means a roadway which is divided into two or more clearly marked lanes for vehicular traffic.

Limited access or controlled access highway means every highway, street, or roadway in respect to which owners or occupants of abutting lands and other persons have no legal right of access to or from the same except at such points only and in such manner as may be determined by the public authority having jurisdiction over such highway, street, or roadway.

Motor vehicle means every vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

Motorcycle means every motor vehicle having a saddle for the use of the rider and designed to propel itself with not more than three wheels in contact with the ground, but excluding a tractor.

Official traffic signs means all signs, markings, and devices other than signals, not inconsistent with this article, placed or erected by authority of a public body or official having jurisdiction, for the purpose of guiding, directing, warning, or regulating traffic.

Owner means a person, other than a lienholder, having the property in or title to a vehicle. The term includes a person entitled to the use and possession of a vehicle subject to a security interest in another person, but excludes a lessee under a lease not intended as security.

Park or parking means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

Police department means the police department of the city acting directly or through its duly authorized officers or agents.

Police officer means every officer of the city police department or any other officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

Private road or driveway means every way or place in private ownership and used for vehicular travel by the owner and those having express or implied permission from the owner but not by other persons.

Railroad sign or signal means any sign, signal, or device erected by authority of a public body or official or by a railroad and intended to give notice of the presence of railroad tracks or the approach of a railroad train.

Residence district means the territory contiguous to and including a highway not comprising a business district when the property on such highway for a distance of 300 feet or more is in the main improved with residences or residences and buildings in use for business.

Right-of-way means the right of one vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian approaching under such circumstances of direction, speed and proximity as to give rise to danger of collision unless one grants precedence to the other.

Roadway means that portion of a highway improved, designed or ordinarily used for vehicular travel, exclusive of the berm or shoulder. If a highway includes two or more separate roadways, the term "roadway" as used herein shall refer to any such roadway separately but not to all such roadways collectively.

Safety zone means the area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is so marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

Sidewalk means that portion of a street between the curblines, or the lateral lines of a roadway, and the adjacent property lines intended for the use of pedestrians.

Street or highway means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

Through highway means every highway or portion thereof on which vehicular traffic is given preferential right-of-way, and at the entrances to which vehicular traffic from intersecting highways is required by law to yield the right-of-way to vehicles on such through highway in obedience to a stop sign, yield sign or other official traffic control device, when such signs or devices are erected as provided in this article.

Traffic means pedestrians, ridden or herded animals, vehicles, streetcars and other conveyances, either singly or together, while using any highway for purposes of travel.

Traffic control signal means any device, whether manually, electrically, or mechanically operated, by which traffic is alternately directed to stop and permitted to proceed.

Vehicle means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, except devices used exclusively upon stationary rails or tracks.

(Code 1980, ch. 10, § 2(A))

Cross reference— Definitions generally, § 1-2.

Sec. 94-39. - Designation of crosswalks.

- (a) The chief of police is hereby authorized to establish and to designate and shall thereafter maintain or cause to be maintained, by appropriate devices, marks or lines upon the surface of the roadway, crosswalks, and at intersections where, in his opinion, there is particular danger to pedestrians crossing the roadway, and at such other places as he may deem necessary.
- (b) All pedestrians shall strictly comply with the directions of an official traffic control signal and are prohibited from crossing any roadway in a business district or any designated highways where crosswalks have been installed, except on such crosswalks.

(Code 1980, ch. 10, § 2(I))

ORDINANCE O-11-1793

AN ORDINANCE REPLACING ORDINANCE O-09-1722, CHAPTER 94, TRAFFIC AND VEHICLES, MAXIMUM PRIMA FACIE SPEED LIMIT AND SCHOOL SAFETY ZONES

WHEREAS, the City Council of the City of Colleyville, Texas deems it necessary for the health, safety and protection of school children and the public in general to establish the maximum prima facie speed limit and the modified school safety zones within the City; and

WHEREAS, the City has conducted an engineering and traffic investigation and study to determine the proper prima facie speed limits for vehicles in compliance with state law; and

WHEREAS, all statutory and legal prerequisites for the passage of this ordinance have been met.

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 City Code, Chapter 94, Traffic and Vehicles, Section 94-48, Speed Limits – Generally, be amended as follows

- (a) *When posted and un-posted.* It shall be unlawful for any person to run, drive, direct or permit the running or driving of any motor-driven vehicle in, upon, along or across any public highway, street, alley or thoroughfare in the business, commercial, or residential districts within the corporate limits of the City at a greater rate of speed than 30 miles per hour unless otherwise posted. It shall be unlawful for any person to run, drive or permit the running or driving of any vehicles on roads, streets and highways designated as school safety zone at a speed greater than specified in section 94-49 on designated streets.
- (b) *Emergency vehicles.* The provisions of subsection (a) of this section shall not apply to emergency vehicles when responding to emergency calls.
- (c) *When police officer directs.* Nothing in this section shall be construed as prohibiting the driver of a motor vehicle from obeying the instructions of any police officer directing traffic, or any sign, signal, or device directing the movement of traffic.

Sec. 3. THAT City Code, Chapter 94, Traffic and Vehicles, Section 94-49. Same on Specific Streets, be amended as follows:

Upon the basis of an engineering and traffic investigation, the following prima facie speed limits for vehicles are hereby determined and declared for vehicles traveling upon the named streets and highways, or parts thereof. The location of such school zones hereby established in Exhibit "A".

Sec. 4. THAT this Ordinance shall become effective from and after its passage as provided by law.

Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

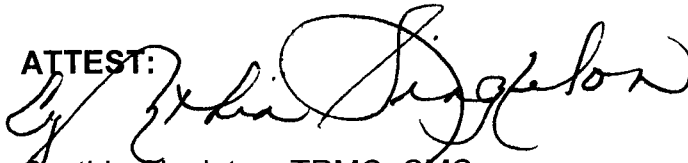
Sec. 6. THAT the effective date of this ordinance shall be immediate upon its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 5th day of April 2011.

The second reading and public hearing being conducted on the 19th day of April 2011.

ATTEST:


Cynthia Singleton, TRMC, CMC
City Secretary

CITY OF COLLEYVILLE


David Kelly
Mayor

APPROVED AS TO FORM AND LEGALITY:

Matthew C.G. Boyle
City Attorney

Exhibit "A"

School Safety Zones will be marked by signs erected on specific roads, streets and highways, during the school season and between the hours designated on such signs, or when indicated by flashing lights and a sign stating when flashing.

Street by Block Number	Portion of Street	Maximum Speed in Miles Per Hour
Glade Road 400 - 700	307 feet west of the western property line and 161 feet east of the eastern property line of the school located at 601 Glade Road	20
Bransford Road 4700 - 4900	326 feet north of the intersection of Glade Road and 221 feet south of the intersection of Center Park	20
Center Park 500	104 feet southeast of the property line of the school located at 601 Glade Road	20
Cheek-Sparger Road 600 - 900	850 feet west of Mockingbird Lane and 200 feet east of Wayne Drive	20
Bogart Drive 900 - 1200	Entire length of Bogart Drive from Pleasant Run Road to Hall-Johnson Road and from Hall-Johnson Road to the cul-de-sac	20
Colleyville Boulevard (SH26) 4800 - 6000	656 feet south of the southern property line and 345 feet north of the northern property line of the school located at 5800 Colleyville Boulevard (SH26)	35
Hall-Johnson Road 1200	Hall-Johnson Road from Colleyville Boulevard (SH26) to Bogart Drive	20
Heritage Avenue 5300 - 5400	At the southern property line of the school located at 5401 Heritage Avenue north to the city limit	20
Pool Road 5200 - 5400	318 feet north of the northern property line and 240 feet south of the southern property line of the school located at 5300 Pool Road	20
Glenhope Circle North 6600	Entire length of Glenhope Circle North from Pool Road to Glenhope Circle	20
Glenhope Circle South 6500	Entire length of Glenhope Circle South from Pool Road to Glenhope Circle	20
Glenhope Circle 6600	Parallel to the property of the school located at 6600 Glenhope Circle From Glenhope Circle north to Glenhope Circle South	20
McDonwell School Road West 1000 -1100	180 feet west of the western property line and 260 feet east of the eastern property line of the school located at 1101 McDonwell School Road West	20
Pleasant Run Road 5600 - 6100	472 feet south of the southern property line and 291 feet north of the northern property line of the school located at 5911 Pleasant Run Road	20
Wayne Drive 3700 - 3900	Entire length of Wayne Court contained within the City limits of Colleyville, Texas	20

RESOLUTION R-17-4081

A RESOLUTION SUPPORTING THE SAFETY AND WELFARE OF
CITIZENS AND SUPPORT OF THE
COLLEYVILLE CITIZENS ON PATROL PROGRAM

WHEREAS, Mayor for a Day London DeZurik has shared her ideas on how to make Colleyville the best that it can be, specifically noting crosswalks and a citizens police patrol; and

WHEREAS, the safety and welfare of the citizens of Colleyville are paramount to the Colleyville City Council, and the City has many programs and services in place to meet this goal.

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

Sec. 1. THAT the Colleyville City Council and staff will continue to support, evaluate, review, promote, and enforce the Colleyville Code of Ordinances, state regulations, and engage citizens through programs, boards, commissions, and committees.

Sec. 2. THAT the Colleyville Citizens of Patrol (COP) program provides a valuable service to the Colleyville Police Department and the citizens of Colleyville and will continue to be a viable and supported program.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS THE 3RD DAY OF JANUARY 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Chris Putnam	_____
Place 1, Tammy Nakamura	_____	Place 5, Nancy Coplen	_____
Place 2, Bobby Lindamood	_____	Place 6, Mike Taylor	_____
Place 4, Jody Short	_____	MFAD London DeZurik	_____

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

Richard Newton
Mayor

CITY OF COLLEYVILLE

London DeZurik
Mayor for a Day



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7a

Agenda Date 01/03/2017

Number Ordinance O-16-2002

Type Ordinance

Department City Secretary

Title

Approval of an ordinance repealing Ordinance O-02-1322 and Ordinance O-13-1896 and amending the Financial Disclosure and Business Conflict of Interest Forms

Strategy Map Connection

B4- Cultivate a culture of transparency and consistent communication

Explanation

Second Reading and Public Hearing

At the December 20, 2016 City Council meeting, Mayor Newton requested Section 2 Fee, Salary, or Gift and Section 3 Business Interests include "direct or indirect" to be added prior to "contractual relationship" in the first paragraph on the form. Staff has provided the updates to those sections, as well as provided the addition of "direct or indirect" in the "beneficial interest" definition of the proposed ordinance.

First Reading and Public Hearing

At the December 6, 2016 City Council Worksession, staff provided an overview of the Financial Disclosure and Business Conflict of Interest Forms as outlined by the Charter amendments approved during the November 8, 2016, Special Election. In addition, staff provided an overview of the attached proposed ordinance to repeal Ordinances O-02-1322 and O-13-1896.

Brief Historical Overview: To ensure citizen trust of elected and appointed officials of the City, City Council adopted Resolution R-01-1789, attached, which required, as a matter of policy, Financial Disclosure and Business Conflict of Interest forms to be submitted, and the city manager was to create the forms. In 2002, City Council repealed this resolution by Ordinance O-02-1322, attached, which included detailed explanations and a disclosure area map. In 2013, City Council amended that ordinance by Ordinance O-13-1896, attached, which amended the filing dates for an occurrence in changes, and the disclosure area map.

The purpose of this item is to repeal Ordinances O-02-1322 and O-13-1896 so that there are no conflicts with the Charter amendments approved during the November 8, 2016 Special Election.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Resolution R-01-1789
2. Ordinance O-02-1322
3. Ordinance O-13-1896
4. Ordinance O-16-2002

RESOLUTION R-01-1789

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

WHEREAS, to ensure citizen trust of their elected officials.

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

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

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

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

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

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

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

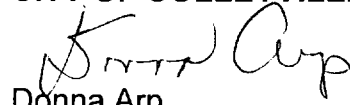
AND IT IS SO RESOLVED.

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

ATTEST:


Cynthia Singleton, TRMC
City Secretary

CITY OF COLLEYVILLE


Donna Arp
Mayor

ORDINANCE O-02-1322

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

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

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

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

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

A. Account of Financial Activity. An "Account of Financial Activity" means and shall consist of:

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

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

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

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

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

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

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

ATTEST:



Cynthia Singleton, TRMC
City Secretary

CITY OF COLLEYVILLE



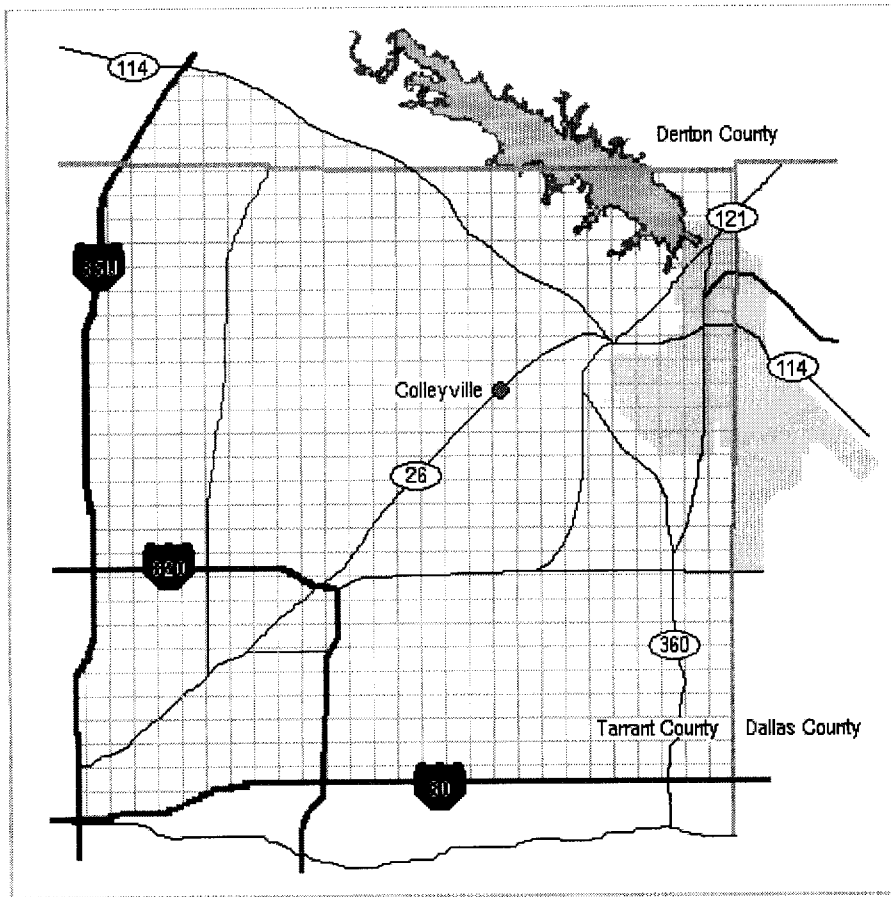
Donna Arp
Mayor

APPROVED AS TO FORM AND LEGALITY:



Ross T. Foster
City Attorney

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



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

Form 1

INITIAL HERE: _____ DATE: _____

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☐ EMPLOYED BY ANOTHER☐ SELF EMPLOYED

NAME AND ADDRESS OF EMPLOYER / POSITION HELD

NATURE OF OCCUPATION / NAME AND ADDRESS / POSITION HELD

INFORMATION RELATES TO

☐ FILER☐ SPOUSE☐ DEPENDENT CHILD _____

EMPLOYMENT

☐ EMPLOYED BY ANOTHER☐ SELF EMPLOYED

NAME AND ADDRESS OF EMPLOYER / POSITION HELD

NATURE OF OCCUPATION / NAME AND ADDRESS / POSITION HELD

INFORMATION RELATES TO

☐ FILER☐ SPOUSE☐ DEPENDENT CHILD _____

EMPLOYMENT

☐ EMPLOYED BY ANOTHER☐ SELF EMPLOYED

NAME AND ADDRESS OF EMPLOYER / POSITION HELD

NATURE OF OCCUPATION

COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY

INITIAL HERE: _____

DATE: _____

INTERESTS IN REAL PROPERTY**Form 3**

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

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

1 HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
2 DESCRIPTION	Lot _____ City _____ Block _____ County _____ Subdivision _____ Ad Valorem Tax Account Number _____ Acres and Tract _____
3 STREET ADDRESS ☐ 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
HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
2 DESCRIPTION	Lot _____ City _____ Block _____ County _____ Subdivision _____ Ad Valorem Tax Account Number _____ Acres and Tract _____
3 STREET ADDRESS ☐ 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 NECESSARY	

INITIAL HERE: _____

DATE: _____

Gifts**Form 4**

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

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

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

COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY

INITIAL HERE: _____

DATE: _____

BOARDS AND EXECUTIVE POSITIONS**Form 5**

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

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

¹ POSITION HELD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
² ORGANIZATION ☐ NON PROFIT ☐ CHARITABLE ASSOCIATION ☐ BUSINESS ASSOCIATION	ADDRESS
³ POSITION HELD	
POSITION HELD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
ORGANIZATION ☐ NON PROFIT ☐ CHARITABLE ASSOCIATION ☐ BUSINESS ASSOCIATION	ADDRESS
POSITION HELD	
POSITION HELD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
ORGANIZATION	
POSITION HELD	
COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY	

INITIAL HERE: _____

DATE: _____

BANKRUPTCIES**Form 6**

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

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

Misdemeanor Involving Moral Turpitude and Felonies

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

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

COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY

INITIAL HERE: _____

DATE: _____

**INTERESTS IN PARTNERSHIPS, JOINT VENTURES,
OR OTHER BUSINESS ASSOCIATIONS****Form 7**

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

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

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

INITIAL HERE: _____

DATE: _____

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

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

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

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

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

Affiant

Sworn to and subscribed before me, this the _____ day of _____, 2002.

Notary Public, State of Texas

INITIAL HERE: _____

DATE: _____

ORDINANCE O-13-1896

AMENDING ORDINANCE O-02-1322 FILING DATES OF A FINANCIAL DISCLOSURE AND BUSINESS CONFLICTS OF INTEREST FORM; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council approved Ordinance O-02-1322 on February 5, 2002, to establish the filing of a Financial Disclosure and Business Conflicts of Interest Statement for elected officials, candidates, and certain boards and commission members; establish definitions of terms; promulgate reporting forms; and provide for filing dates; and

WHEREAS, the City Council deems it in the best interests of the public to make available certain information about candidates for public office, elected officials, and members of the Planning and Zoning Commission, and the Zoning Board of Adjustment that may influence their decisions, or determine whether they can make unbiased decisions; and

WHEREAS, the City Council wishes to ensure citizen trust of elected and appointed officials of the City; and

WHEREAS, the original disclosure ordinance is in need of an update to make compliance more practicable, while achieving the same basic goals; and

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

WHEREAS, the purposes of this ordinance are to promote the public health, safety, and general welfare of the citizens of the City of Colleyville.

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

- Sec. 1. That all 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-02-1322 is hereby amended to include the following:
- (1) Section 5B shall read as follows: Sitting Councilmembers, including the Mayor, shall have a duty to file supplemental disclosures upon the Financial Disclosure and Business Conflict of Interest Forms, which are attached hereto, within five (5) days of an occurrence of any change in the information reflected in the Financial Disclosure and Business Conflict of Interest Forms previously filed by the individual.
 - (2) Section 5D: shall read as follows: Sitting members of the Planning and Zoning Commission and the Zoning Board of Adjustment, shall have a duty to file supplemental disclosures upon the Financial Disclosure and Business Conflict of Interest Forms, which are attached hereto, within five (5) days of an occurrence of any change in the information reflected in the Financial Disclosure and Business Conflict of Interest Forms previously filed by the individual.
 - (3) The boundary map has been revised to include the Colleyville City limits only, attached as Exhibit "A".
 - (4) Section 6 is deleted entirely.
 - (5) Section 7 shall read as follows: THAT the failure to file any change in the Financial Disclosure and Business Conflict of Interest Forms, including any supplements required thereto, shall constitute a violation of this ordinance and shall be punishable by a fine not to exceed the sum of \$500.00. It shall be a defense, to any prosecution of a violation of this ordinance, that within five (5) days of any change in the Financial Disclosure and Business Conflict of Interest Form, including any supplements required thereto, the individual filed a Financial Disclosure and Business

Conflict of Interest Form in conformity with the provisions of this ordinance.

- Sec. 3. THAT the Financial Disclosure and Business Conflict of Interest Forms which are attached hereto as Exhibit "B", shall be verified as provided therein, and shall be filed with the City Secretary on the aforementioned dates.
- Sec. 4. 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. 5. 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. 6. THAT Ordinance O-02-1322 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 5th day of November 2013.

The second reading and public hearing being conducted on the 19th day of November 2013.

PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the 19th day of November 2013.

ATTEST:



Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE



Mike Taylor
Mayor Pro Tem

APPROVED AS TO FORM AND LEGALITY:

MA G. R

Matthew C. G. Boyle
City Attorney

Exhibit "A"

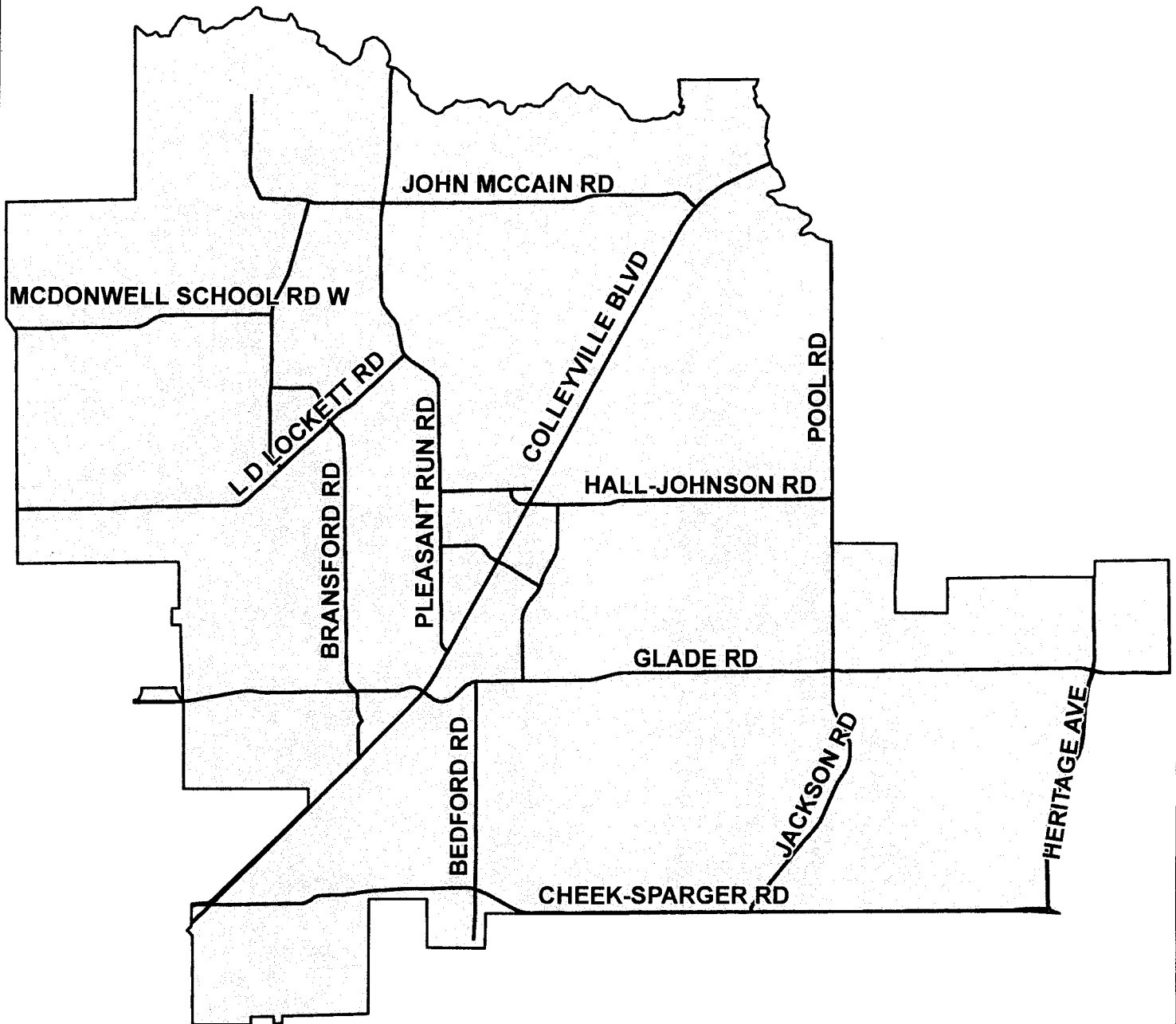


Exhibit "B"

City of Colleyville

Financial Disclosure and Business Conflict of Interest Forms

INFORMATION STATEMENT		Form 1	
		TOTAL NUMBER OF PAGES FILED:	
		OFFICE USE ONLY	
1 NAME	TITLE; FIRST; MI NICK NAME; LAST; SUFFIX	Account Number	Date Received
2 ADDRESS	ADDRESS / CITY / STATE / ZIP	Receipt Number Amount	
3 TELEPHONE NUMBER	AREA CODE PHONE NUMBER; EXTENSION ()		
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) _____ ☐ 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 this 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 _____			
☐ DEPENDENT CHILD 1 _____			
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: _____

DATE: _____

SOURCES OF OCCUPATIONAL INCOME**Form 2**

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

¹ INFORMATION RELATES TO	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
² EMPLOYMENT ☐ EMPLOYED BY ANOTHER ☐ SELF EMPLOYED	NAME AND ADDRESS OF EMPLOYER / POSITION HELD NATURE OF OCCUPATION / NAME AND ADDRESS / POSITION HELD
INFORMATION RELATES TO	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
EMPLOYMENT ☐ EMPLOYED BY ANOTHER ☐ SELF EMPLOYED	NAME AND ADDRESS OF EMPLOYER / POSITION HELD NATURE OF OCCUPATION / NAME AND ADDRESS / POSITION HELD
INFORMATION RELATES TO	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
EMPLOYMENT ☐ EMPLOYED BY ANOTHER ☐ SELF EMPLOYED	NAME AND ADDRESS OF EMPLOYER / POSITION HELD NATURE OF OCCUPATION
COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY	

INITIAL HERE: _____

DATE: _____

INTERESTS IN REAL PROPERTY**Form 3**

Describe all beneficial interests in real property held or acquired by you, your spouse, or a dependent child during the calendar year

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

1 HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
2 DESCRIPTION	Lot _____ City _____ Block _____ County _____ Subdivision _____ Ad Valorem Tax Account Number _____ Acres and Tract _____
3 STREET ADDRESS ☐ 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
HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
2 DESCRIPTION	Lot _____ City _____ Block _____ County _____ Subdivision _____ Ad Valorem Tax Account Number _____ Acres and Tract _____
3 STREET ADDRESS ☐ 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 NECESSARY	

INITIAL HERE: _____

DATE: _____

Gifts**Form 4**

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

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

¹ RECIPIENT	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
² DONOR	NAME AND ADDRESS
³ DESCRIPTION OF GIFT	
RECIPIENT	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
DONOR	NAME AND ADDRESS
DESCRIPTION OF GIFT	
RECIPIENT	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
DONOR	NAME AND ADDRESS
DESCRIPTION OF GIFT	
COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY	

INITIAL HERE: _____

DATE: _____

BOARDS AND EXECUTIVE POSITIONS**Form 5**

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

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

¹ POSITION HELD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
² ORGANIZATION ☐ NON PROFIT ☐ CHARITABLE ASSOCIATION ☐ BUSINESS ASSOCIATION	ADDRESS
³ POSITION HELD	
POSITION HELD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
ORGANIZATION ☐ NON PROFIT ☐ CHARITABLE ASSOCIATION ☐ BUSINESS ASSOCIATION	ADDRESS
POSITION HELD	
POSITION HELD BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
ORGANIZATION	
POSITION HELD	
COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY	

INITIAL HERE: _____

DATE: _____

BANKRUPTCIES**Form 6**

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

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

Misdemeanor Involving Moral Turpitude and Felonies

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

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

COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY

INITIAL HERE: _____

DATE: _____

**INTERESTS IN PARTNERSHIPS, JOINT VENTURES,
OR OTHER BUSINESS ASSOCIATIONS****Form 7**

Describe all Interests in business entities held or acquired by you or those under your financial control.

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

¹ HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
² DESCRIPTION	NAME AND ADDRESS
³ NATURE OF BUSINESS	
HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
DESCRIPTION	NAME AND ADDRESS
NATURE OF BUSINESS	
HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD _____
DESCRIPTION	NAME AND ADDRESS
NATURE OF BUSINESS	

COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY

INITIAL HERE: _____

DATE: _____

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

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

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

"My name is _____ and I hereby submit for filing
the attached Financial Disclosure and Business Conflict of Interest Forms. I have personal
knowledge of all information contained in said forms and all information contained in the
forms is true and correct."

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

Affiant

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

Notary Public, State of Texas

INITIAL HERE: _____

DATE: _____

ORDINANCE O-16-2002

BEING AN ORDINANCE REPEALING AND REPLACING THE REQUIREMENTS FOR FILING OF A FINANCIAL DISCLOSURE AND BUSINESS CONFLICTS OF INTEREST STATEMENT FOR ELECTED OFFICIALS, CANDIDATES, CERTAIN BOARD AND COMMISSION APPLICANTS AND MEMBERS, CITY MANAGER, AND SENIOR CITY STAFF; PROVIDING FOR AN AMENDED DISCLOSURE MAP; APPROVING THE FINANCIAL DISCLOSURE AND BUSINESS CONFLICTS OF INTEREST STATEMENT FORMS; REPEALING ORDINANCES O-02-1322 AND O-13-1896; PROVIDING FOR VIOLATIONS OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council approved Ordinance O-02-1322 on February 5, 2002, to establish the filing of a Financial Disclosure and Business Conflicts of Interest Statement for elected officials, candidates, and certain board and commission members; establish definitions of terms; promulgate reporting forms; and provide for filing dates; and

WHEREAS, the City Council amended Ordinance O-02-1322 on November 19, 2013, by approval and adoption of Ordinance O-13-1896; and

WHEREAS, on November 8, 2016, Charter Amendment ballot Proposition 5 passed during a special election, providing for an amendment to Section 14.02 of the City of Colleyville Charter entitled Personal Financial Interest, by adding new subsection (K) to provide, in relevant part, that all Council and Mayoral candidates, Planning and Zoning Commission and Board of Adjustment applicants, City Manager and senior City staff shall file financial disclosure and conflict of interest forms with the City; 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.

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

- Sec. 1. THAT the terms used in this ordinance and/or exhibits attached hereto shall have the following meaning:
- A. Beneficial Interest. A "beneficial interest" means a direct or indirect ownership of either legal or equitable title and includes any ownership interest held in trust where the individual is either the trustee or the beneficiary of the trust. Where the reference to a beneficial interest relates to a certain percentage of ownership in a business entity, it is meant that the defined person(s) owns or is entitled to either a legal or equitable interest equal to or greater than that percentage of the business entity.
 - B. Business and/or Business Entity. A "business" and/or business entity" means sole proprietorship, limited liability company, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized by law through which business or profit is conducted.
 - C. Disclosure Forms. The "Disclosure Form(s)" means the newly revised City of Colleyville Financial Disclosure and Business Conflict of Interest Forms, attached hereto as Exhibit "A".
 - D. Senior City Staff. "Senior Staff" means all City employees with the position title "Director" or higher as provided in the City's organizational chart, as the same may be amended from time to time. The term shall include the City Manager and City Secretary.
- Sec. 2. THAT the newly revised Disclosure Forms attached hereto as Exhibit "A" are hereby adopted and approved.
- Sec. 3. THAT the newly revised Financial Disclosure and Business Conflict of Interest Disclosure Area Map, attached hereto as Exhibit "B", is hereby adopted and approved.

- Sec. 4. THAT the disclosures required by the City Charter and/or this ordinance to be made on the Disclosure Forms attached hereto, shall be verified and timely filed with the City Secretary in accordance with deadlines established in Section 14.02 of the City Charter, this ordinance and/or the Disclosure Forms, as applicable. Notwithstanding any other provision to the contrary, currently employed Senior Staff will have sixty (60) days upon adoption of this ordinance to comply with the filing requirements.
- Sec. 5. Nothing in this ordinance shall be deemed to waive any confidentiality protection provided by state and/or federal law governing personal information of any person required to file a Disclosure Form under this ordinance.
- Sec. 6. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 7. THAT the failure to timely file a Disclosure Form in the manner required herein, including any supplement required thereto, shall constitute a violation of this ordinance and shall be punishable by a fine not to exceed the sum of \$500.00. It shall be a defense, to any prosecution of a violation of this ordinance, that within five (5) days of the deadline to file a required Disclosure Form, including any supplements required thereto, the individual filed the required Disclosure Form in conformity with the provisions of this ordinance. In addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 8. THAT Ordinances O-02-1322 and O-13-1896 are hereby repealed in their entirety.
- Sec. 9. THAT this ordinance will become effective immediately upon passage and publication as required by law.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 20th day of December 2016.

The second reading and public hearing being conducted on the 3rd day of January 2017.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE ____ day of _____ 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Chris Putnam	_____
Place 1, Tammy Nakamura	_____	Place 5, Nancy Coplen	_____
Place 2, Bobby Lindamood	_____	Place 6, Mike Taylor	_____
Place 4, Jody Short	_____		

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:

Whitt L. Wyatt
City Attorney

Exhibit "A"

City of Colleyville Financial Disclosure and Business Conflict of Interest Forms

PERSONAL FINANCIAL STATEMENT

AFFIDAVIT

Financial Disclosure and Business Conflict of Interest Forms shall be provided by candidates for Mayor and City Council and by applicants seeking appointments to the Planning and Zoning Commission or the Zoning Board of Adjustment, and shall file such forms within two (2) business days following the end of the candidate filing period, or if for appointment, within (2) business day following the end of the application period stated in the official City advertisement for application for the position.

The city manager and the city manager's senior staff members (including any staff member who is appointed with City Council approval) shall also file the same within thirty (30) days of hiring. All person(s), as outlined above, shall have a duty to file supplemental disclosures annually and within five (5) business days of an occurrence of any change in the information reflected in the forms previously filed by the individual.

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

"My name is _____ 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 _____ day of _____, 20_____

Notary Public, State of Texas

INFORMATION STATEMENT

		TOTAL NUMBER OF PAGES FILED:
		OFFICE USE ONLY
¹ NAME	First, MI Last, Suffix	Date Received
² ADDRESS	Address/City/State/Zip	
³ TELEPHONE NUMBER	Area Code, Phone Number, Extension	
⁴ REASON FOR FILING STATEMENT	EMPLOYEE _____ (CITY MANAGER OR *SENIOR STAFF) CANDIDATE _____ (INDICATE OFFICE) ELECTED OFFICIAL _____ (INDICATE OFFICE) ZONING BOARD OF ADJUSTMENT (APPLICANT OR APPOINTEE) _____ PLANNING & ZONING COMMISSION (APPLICANT OR APPOINTEE) _____ ☐ Two (2) business days following the end of the candidate filing period or if appointment, following the end of the application period stated in the official city advertisement for the position. ☐ Supplemental disclosure filed annually and within five (5) business days of an occurrence in previously filed form.	
*SENIOR STAFF is defined as those employees who are classified as directors and above in the City's classification system and the City Manager and City Secretary. ⁵ SPOUSE NAME _____ DEPENDENT CHILD/CHILDREN NAME(S) 1. _____ 2. _____ 3. _____ 4. _____		
COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY		

INITIAL HERE: _____

DATE: _____

INTERESTS IN REAL PROPERTY**Section 1**

Describe the location, size, and current use of all property owned within the included map, or held in trust by the filer, spouse, and any dependent minor children, or any business entity in which the person has a financial interest.

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 the Information Statement.

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	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
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	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 NECESSARY	

☐ NOT APPLICABLE

INITIAL HERE: _____

DATE: _____

FEE, SALARY, OR GIFT**Section 2**

The name and address of any person or corporation which currently has or during the preceding twelve (12) months has had a direct or indirect contractual relationship with the City and from which the person(s) their spouse or dependent minor children have received a fee, salary, or gift of value exceeding one hundred dollars (\$100.00).

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 the Information Statement.

¹ RECIPIENT	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD # ____
² FEE, SALARY, GIFT	NAME AND ADDRESS
³ DESCRIPTION OF FEE, SALARY, GIFT	
¹ RECIPIENT	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD # ____
² FEE, SALARY, GIFT	NAME AND ADDRESS
³ DESCRIPTION OF FEE, SALARY, GIFT	
¹ RECIPIENT	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD # ____
² FEE, SALARY, GIFT	NAME AND ADDRESS
³ DESCRIPTION OF FEE, SALARY, GIFT	
COPY AND ATTACH ADDITIONAL PAGES AS NECESSARY	

☐ NOT APPLICABLE

INITIAL HERE: _____

DATE: _____

BUSINESS INTERESTS**Section 3**

The name and address of any corporation or business, which currently has or in the preceding twelve (12) months has had a direct or indirect contractual relationship with the City, of which person(s), their spouse, or any dependent minor children own more than two percent (2%) of the outstanding equity interest or more than two percent (2%) of the assets.

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 the Information Statement.

¹ HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD # ____
² DESCRIPTION	NAME AND ADDRESS
³ NATURE OF BUSINESS	
¹ HELD OR ACQUIRED BY	☐ FILER ☐ SPOUSE ☐ DEPENDENT CHILD # ____
² DESCRIPTION	NAME AND ADDRESS
³ NATURE OF BUSINESS	
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

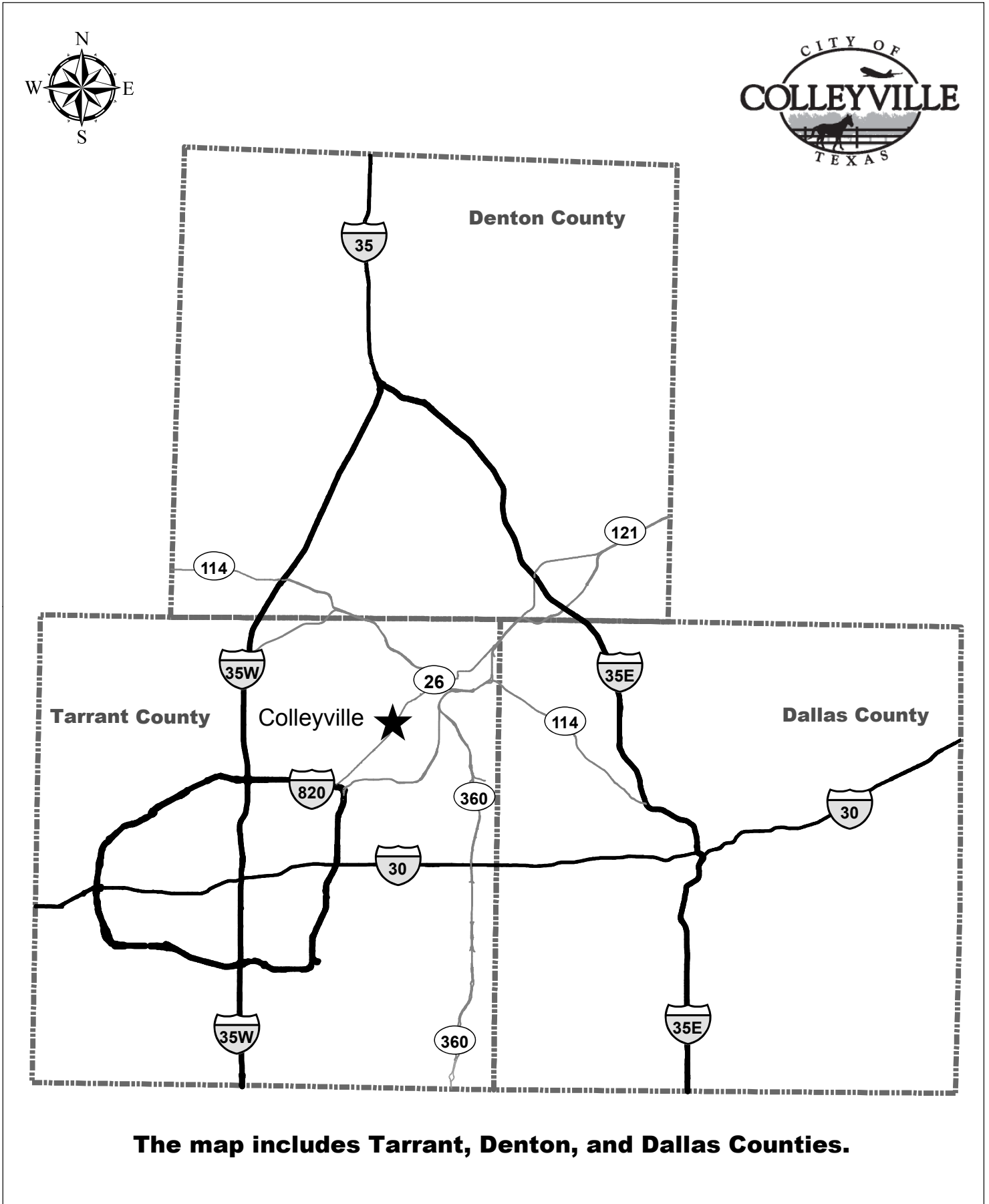
☐ NOT APPLICABLE

INITIAL HERE: _____

DATE: _____

Exhibit "B"

Financial Disclosure and Business Conflict of Interest Disclosure Area Map





City of Colleyville City Council Agenda Briefing

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

Agenda Number 8a

Agenda Date 01/03/2017

Number Ordinance O-17-2003

Type Ordinance

Department Community Development

Title

Consideration for approval of amendments to Chapter 7 – Sign Regulations in the Land Development Code regarding directory signage, specifically Section 7-150 Permanent Freestanding Signs – Sign Classifications & Regulations, Section 7-160 Permanent Freestanding Signs – Allowable Districts, and Section 7-165 Permanent Freestanding Signs – Area, Height and Setback Requirements, Case GC16-019

Strategy Map Connection

B4- Cultivate a culture of transparency and consistent communication

Explanation

First Reading and Public Hearing

Staff proposes amendments to Chapter 7 – Sign Regulations in the Land Development Code to allow for directory signage within the City of Colleyville. Specifically, Section 7-150- Permanent Freestanding Signs – Sign Classifications & Regulations, Section 7-160 Permanent Freestanding Signs – Allowable Districts, and Section 7-165 Permanent Freestanding Signs – Area, Height and Setback Requirements are proposed to be amended. Currently, directory signage is not allowed. A request was made to install directory signage at the Town Center Colleyville retail development. Due to the center's size and number of buildings, directory signage would help customers locate specific businesses within the development. Thus, staff recommends reviewing current ordinance provisions and amending the regulations to allow for directory signage.

Existing Conditions/Background: The subject property is currently known as Town Center Colleyville and is developed as an approximately 275,000 square foot commercial complex with a mix of retail, restaurant, office, and other commercial uses. The development consists of a grocery store, a movie theater, several restaurants, retail stores, and other commercial uses. Due to the large size and large number of uses, the property owner is requesting to utilize some wayfinding signage, or directory signage, to help customers locate the specific businesses situated within the development. The subject property is zoned CC-2 Shopping Center district. These types of signs are not permitted within the City of Colleyville.

Existing Ordinance Language: Per the Land Development Code (LDC), businesses are allowed to have a monument sign and wall signage. Additionally, commercial development which has a single or multi-occupancy building containing a minimum of one hundred thousand (100,000) square feet of floor area and situated on a single

platted lot or on two or more contiguous platted lots, shall be allowed major shopping center entry-wall signs and plaques. However, these signs are located along the street right-of-way or on the building and do not direct customers once internal to the development.

The LDC already has a definition for Directory Signs: "A sign listing the occupants within a shopping center, industrial site, retail district, office district, and commercial site located on the same premises." However, no regulation is contained within the LDC for such signs.

The LDC does allow for traffic directional signs. The purpose of these signs are to guide vehicular traffic into or out of commercial businesses by identifying a public entrance and exit for vehicular traffic. These signs are restricted to six square feet in area and 30 inches in height.

Proposed Signage: Per the attached sign exhibits and site plan, the applicant is proposing to install four directory signs within the interior of the site to help direct customers to the specific businesses located within the development. The applicant is proposing two signs to be double-sided with a height of 6'-3" and a width of 4'-0". The two other signs will be four-sided with the same dimensions as described above for each side. The signs are proposed to be internally illuminated. The design will allow for up to six business names listed per sign face with an arrow pointing toward the direction of the business.

The locations of the signs are internal to the site and would be installed within existing interior landscape islands. The closest distance to a public right-of-way is over 250 feet from Church Street to the south. The sign exhibits and site plan are included as attachment "A".

Benchmark Review: The cities of Grapevine and Hurst do not have specific regulations for directory signs. However, Grapevine has utilized ground signs for the purpose of directing traffic at the mall and within other large developments with approval of a Conditional Use Permit as allowed by their sign regulations. Similar to Colleyville, the cities of Coppell, Keller, Flower Mound, and North Richland Hills allow for traffic directional signs. But like Colleyville, these signs are small. The City of Southlake regulates directory signs similar to what is being proposed. They are allowed within commercial developments as long as they meet height and area requirements and are set back from the property line adjacent to a street a minimum of 75 feet. A full benchmark analysis is provided as attachment "B".

Analysis– Large developments typically contain a number of uses making it difficult to find a specific business without maneuvering through the entire development. Directory signs, signs that provide a list of businesses and direct patrons to these businesses, are an effective means of minimizing traffic conflicts and maximizing customer movement. The best examples of directory signs are located at large regional

mall. The names of the tenants are listed with an arrow pointing toward the business. These signs are typically located near entrances and at other strategic locations.

The proposed regulations would be similar to those allowed by the City of Southlake; however, the signs would only be available for major multi-tenant shopping centers with 250,000 square feet of total commercial space, limited to four signs total, with a maximum sign area of 25 square feet, and each directory sign must be constructed as a monument sign, as defined in the LDC. The proposed language associated with the amendments is included as attachment "C".

The ordinance amendment request up for consideration is consistent with other signage regulations for large commercial developments. As stated before, commercial development containing a minimum of one hundred thousand (100,000) square feet of floor area shall be allowed major shopping center entry-wall signs and plaques. Additionally, the City Council can approve a major shopping center landmark sign for such developments.

Based on the information provided for the Town Center Colleyville development, the proposed two-sided directory signs will comply with the proposed area and height regulations, but would need to be of a monument style sign. The four-sided signs would not comply. The proposal does not appear to be of a nature anticipated to adversely impact the adjacent properties.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of this item at the December 12, 2016 meeting by a vote of 6-0 with the following condition:

amend to 200,000 square feet for applicability

Staff Recommendation: Staff recommends approval of the amendment. The proposed amendment is consistent with the land uses located on the subject property and the governing zoning district.

Financial Impact

There is no financial impact to the City.

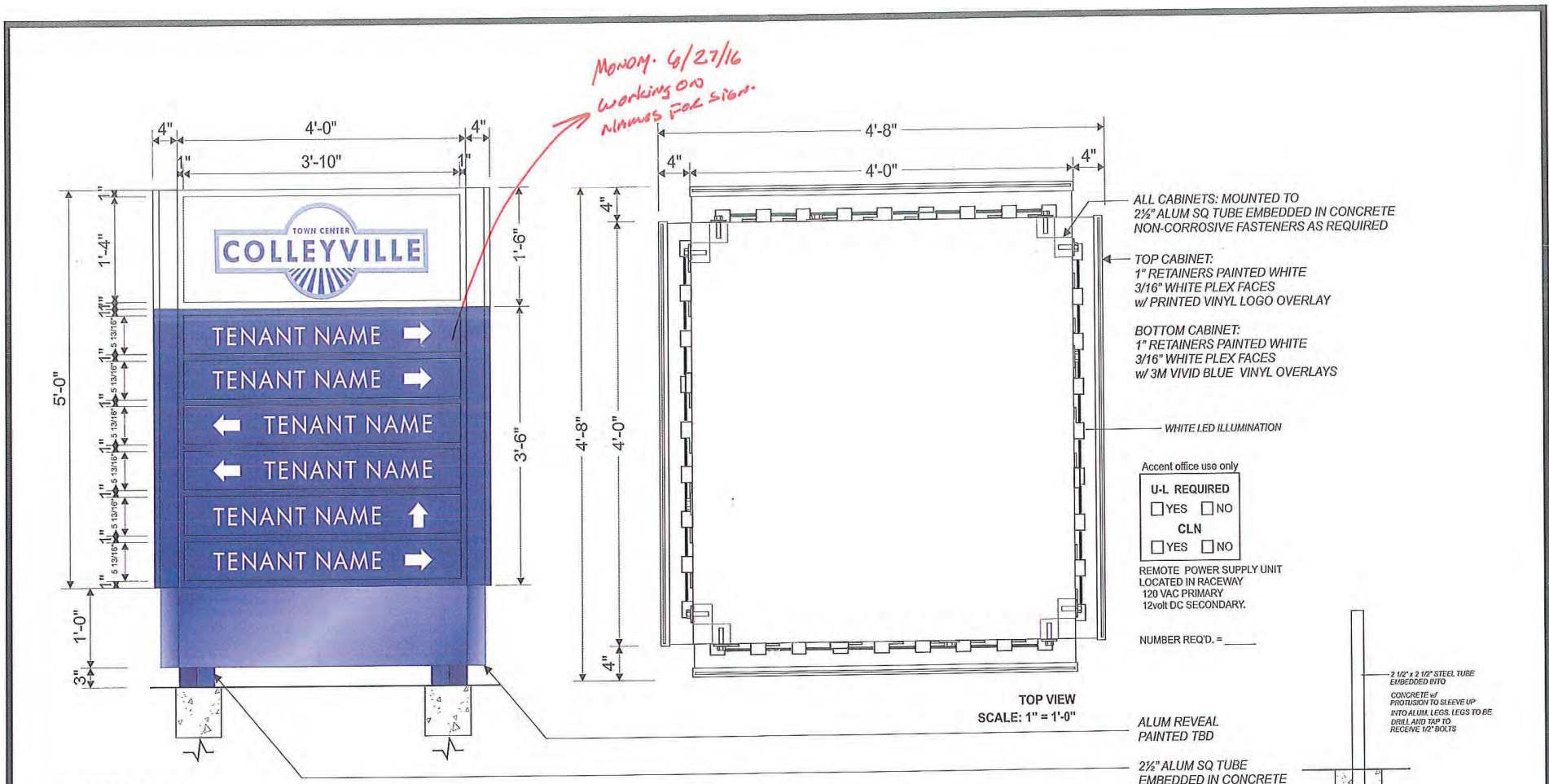
Recommendation

Approve

Attachments

1. Exhibit A - Town Center Colleyville - Directory Signs
2. Exhibit B - Benchmark Analysis
3. Exhibit C - Ordinance Amendment
4. Ordinance O-17-2003

Exhibit A - Town Center Colleyville - Directory Signs



NEW 4-SIDED ID SIGN

QTY: 2

SCALE: 3/4" = 1'-0"

NOTE:
ACCESS REQUIRED FOR
ELECTRICAL & INSTALLATION

DATE	REVISIONS	NAME	AUTHORIZATION
5-17-16	REVISE SIGN TYPE	AB	
5-20-16	UPDATE SIZE SPECS	AB	
6-1-16	REMOVE "L" SHAPED SIGNS; UPDATE QTYS	AB	

This drawing is the exclusive property of Accent Graphics, Inc. and is the result of the original work of its employees. The plans are provided to your company for the sole purpose of considering the purchase of a sign manufactured by Accent Graphics, Inc. based on these plans. OR, the purchase of the plans and design concepts contained therein for manufacture elsewhere. Distribution or exhibition of the plans to anyone outside of your company or the use of the plans by others to manufacture or design a similar sign as displayed in the plans is expressly forbidden. In the event that such exhibition occurs, Accent Graphics will expect payment of a minimum \$2000 design fee in recompense for the time and effort entailed to produce the plans.

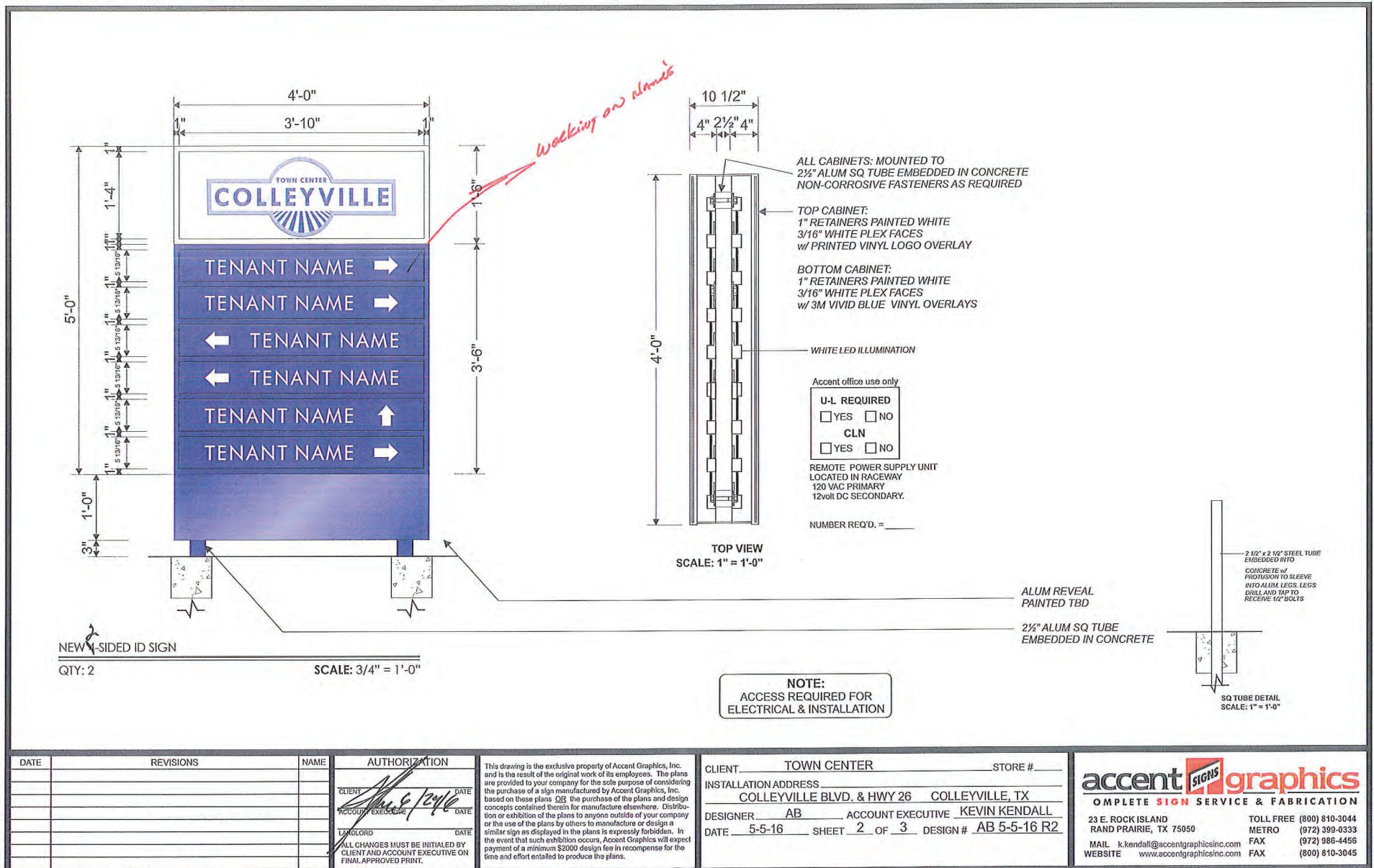
CLIENT TOWN CENTER STORE #
 INSTALLATION ADDRESS COLLEYVILLE BLVD. & HWY 26 COLLEYVILLE, TX
 DESIGNER AB ACCOUNT EXECUTIVE KEVIN KENDALL
 DATE 5-5-16 SHEET 1 OF 3 DESIGN # AB 5-5-16 R2

accent ^{signs} graphics
 COMPLETE SIGN SERVICE & FABRICATION

23 E. ROCK ISLAND
 RAND PRAIRIE, TX 75050

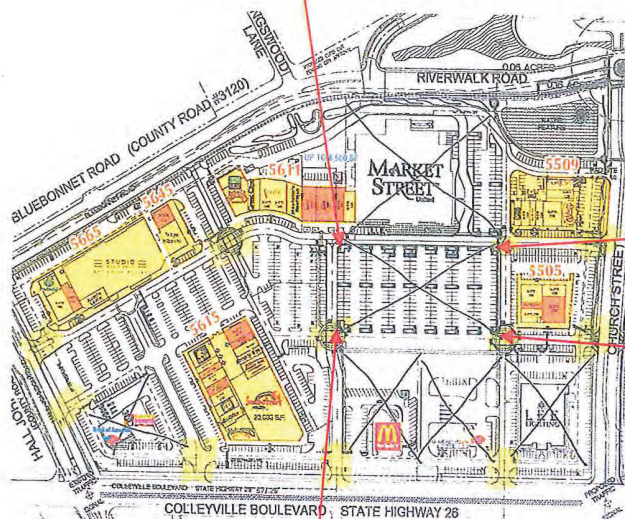
TOLL FREE (800) 810-3044
 METRO (972) 399-0333
 FAX (972) 986-4456
 MAIL k.kendall@accentgraphicsinc.com
 WEBSITE www.accentgraphicsinc.com

Exhibit A - Town Center Colleyville - Directory Signs



4 SIDED SIGN

TOWN CENTER COLLEYVILLE



ROUTE	SR	TENANT
PHASE 2		
1005 Colleyville Blvd		
1009	4800	Harbor Air Taxi
1010	2720	Auto Parts
1011	2540	Proforma
1012	2520	Auto Parts
1045 Colleyville Blvd		
1010		Texas Road
1011	2720	Auto Parts
1012	2540	Proforma
1013	2520	Auto Parts
1014	2540	Proforma
1015	2520	Auto Parts
1016	2540	Proforma
1017	2520	Auto Parts
1018	2540	Proforma
1019	2520	Auto Parts
1020	2540	Proforma
1021	2520	Auto Parts
1022	2540	Proforma
1023	2520	Auto Parts
1024	2540	Proforma
1025	2520	Auto Parts
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1027	2520	Auto Parts
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1029	2520	Auto Parts
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1090	2540	Proforma
1091	2520	Auto Parts
1092	2540	Proforma
1093	2520	Auto Parts
1094	2540	Proforma
1095	2520	Auto Parts
1096	2540	Proforma
1097	2520	Auto Parts
1098	2540	Proforma
1099	2520	Auto Parts
1100	2540	Proforma

DOUBLE-SIDED SIGN

DOUBLE-SIDED SIGN

DEMOGRAPHICS	1 MILE	3 MILE	5 MILE	TRAFFIC COUNTS
POPULATION	1,000	12,000	25,000	10,000
HOUSEHOLDS	500	6,000	12,000	5,000
VEHICLES	1,000	12,000	25,000	10,000
ADVERTISING	1,000	12,000	25,000	10,000

VENTURE

4 SIDED SIGN

SITE PLAN

SCALE: NTS

DATE	REVISIONS	NAME	AUTHORIZATION	This drawing is the exclusive property of Accent Graphics, Inc. and is the result of the original work of its employees. The plans are provided to your company for the sole purpose of considering the purchase of a sign manufactured by Accent Graphics, Inc. based on these plans OR the purchase of the plans and design concepts contained therein for manufacture elsewhere. Distribution or exhibition of the plans to anyone outside of your company or the use of the plans by others to manufacture or design a similar sign as displayed in the plans is expressly forbidden. In the event that such exhibition occurs, Accent Graphics will expect payment of a minimum \$2000 design fee in recompense for the time and effort entailed to produce the plans.	CLIENT TOWN CENTER	STORE #	accent signs graphics COMPLETE SIGN SERVICE & FABRICATION 23 E. ROCK ISLAND RAND PRAIRIE, TX 75050 TOLL FREE (800) 810-3044 METRO (972) 399-0333 MAIL k.kendall@accentgraphicsinc.com FAX (972) 986-4456 WEBSITE www.accentgraphicsinc.com FAX (800) 810-3045
					INSTALLATION ADDRESS		
					COLLEYVILLE BLVD. & HWY 26	COLLEYVILLE, TX	
					DESIGNER AB	ACCOUNT EXECUTIVE KEVIN KENDALL	
					DATE 5-5-16	SHEET 3 OF 3 DESIGN # AB 5-5-16 R2	

Exhibit B - Benchmark Analysis

Attachment "B" Benchmark Analysis

City of Colleyville:

Traffic Directional Signs – The purpose of a traffic directional sign is to guide vehicular traffic into or out of an institutional use or commercial business by identifying a public entrance and exit for vehicular traffic. No more than two traffic directional signs per entrance or exit shall be allowed in accordance with Table 7-1, provided additional traffic directional signs shall be allowed when located behind the building set-back line. The maximum area and height of a traffic directional sign shall conform to the specifications contained in Table 7-2. No permit shall be required for a traffic directional sign, provided all such signs shall comply with the regulations contained in this section.

Table 7 - 2 Area, Height and Setback for Permanent Freestanding Signs						
Type of Sign	Maximum Sign Area	Maximum Sign Height	Minimum Front Property Line Setback (1)	Minimum Side Property Line Setback	Minimum Spacing B/T Next Free-Stand. Sign	Special Conditions
Traffic Directional Signs (6)	6 s. f.	30 inches	0 ft.	0 ft.	0 ft.	2 per curb cut

Movement Control /Directional Signs

Coppell:

Movement control signs: Movement control signs may be erected at any occupancy or any premises, other than single-family or duplex premises, may be attached or detached, and may be erected without limits as to number; provided that such signs shall comply with all other applicable requirements of this section. Movement control signs shall be premise signs only and shall not be construed as any sign listed in sections 12-29-4 or 12-29-5. The occupant who erects a movement control sign on the premises shall comply with the following requirements:

- i. Each sign must not exceed three square feet in effective area;
- ii. If a sign is an attached sign, the words must not exceed six inches in height;
- iii. Each sign must convey a message which directs vehicular or pedestrian movement within or onto the premises on which the sign is located;
- iv. The signs must contain no advertising identification message unless it is a logo, then the logo may cover ten percent of the sign.

Exhibit B - Benchmark Analysis

Flower Mound:

Directional Signs. No permit shall be required for small signs not exceeding five square feet in sign area and three feet in height that are displayed on private property for the convenience of the public, including signs to identify entrance and exit drives, location of drive-up windows, directions to parking areas, one-way drives, restrooms, freight entrances and the like. These signs shall be directional only and may contain advertising with registered corporate logos. Maximum height applies to ground mounted signs and is not intended to prohibit placement of these signs over doorways, freight entrances, etc.

Grapevine:

GROUND SIGNS. A sign, except a portable sign, permanently placed upon, or supported by the ground independent of the principal building or structure on the property, the top edge of which sign is no more than six (6) feet above ground level, except ground signs in the HGT District shall be three (3) feet above ground level. All ground signs must conform to the following regulations:

- (1) Sign support shall be masonry, non-decaying wood, or structural steel tubing.
- (2) Sign face shall be non-decaying wood, or flat, clear acrylic sheet with all copy and background sprayed on second surface with acrylic colors.
- (3) Maximum gross surface area: Sixty (60) square feet, except signs in the HGT District shall be nine (9) square feet.

PERMITTED MONUMENT AND GROUND SIGNS. In all districts where monument and ground signs are permitted, only one of the two (2) structural types shall be permitted per lot. More than one monument or ground sign may be permitted for Planned Commercial Centers provided they meet the provisions of Section 48, and a Conditional Use Permit is issued.

Planned Commercial Centers are defined as having a five (5) acre minimum size with a combination of retail stores, offices, personal service establishments and similar uses.

City of Keller:

Detached Type	Max. Size	Number	Height	Width	Zoning Districts	Additional Standards
Movement Control Sign	6 sf	No Limit	4'	None	All Non-residential	The letters shall not exceed 4" in height.

Exhibit B - Benchmark Analysis

North Richland Hills:

Traffic directional signs. The purpose of a traffic directional sign is to aid vehicular traffic into or out of a business establishment by identifying only the vehicle entrances or exits. Traffic directional signs shall comply with the following regulations:

a. Generally.

1. Traffic directional signs shall be allowed in zoning districts shown in section 106-9, table of permitted signs.
2. Only two traffic directional signs may be allowed at each public street drive approach. Each sign must be either an "entrance" or an "exit" labeled sign, and/or may contain an arrow guiding the proper direction.
3. A traffic directional sign shall not exceed two square feet in area with a maximum height of 30 inches.
4. Traffic directional signs may include a company name or logo.
5. A traffic directional sign may be internally illuminated.
6. Traffic directional signs shall be located on private property.
7. Portable and temporary signs shall be prohibited.
8. Traffic directional signs shall be permanently installed on a concrete footing or other approved foundation system with above grade bases or pedestals consisting of decorative concrete, masonry, plastic, or metal finishes.
9. Interior traffic directional signs on sites having combined building areas greater than 200,000 square feet and setback a minimum of 30 feet from public right-of-way may be exempted from the above requirements by approval of the sign review committee.

Directory Signs

City of Southlake:

<i>Sign Type</i>	<i>Maximum Sign Height</i>	<i>Maximum Sign Face Area</i>	<i>Maximum Sign Structure Area</i>	<i>Number of Signs</i>	<i>Location</i>	<i>Illumination</i>	<i>Additional regulations</i>
5. Directory	Total Height: 6'6" Base: 18" Sign Face: 4' Sign Structure: 5'	50 s.f. per sign face; 100 s.f. per sign	70 s.f.	One sign per street entrance.	Minimum of 75 feet from drive entrance at ROW.	Ground lighting where the light itself and supporting structure are not visible from public ROW. Internal lighting may be utilized for sculpted aluminum panels.	A minimum of 6 inches of sign structure must completely surround sign face. Sign shall only be located along an internal drive or street within the development.

Exhibit C - Ordinance Amendment

Attachment "C"

AMEND: Section 7-150 Permanent Freestanding Signs – Sign Classifications & Regulations

ADD: Add a classification for 'Directory Signs' to include the regulations pertaining to such signs

F. Directory Signs – The purpose of a directory sign is to provide a listing of the occupants within a major multi-tenant shopping center and direction to the buildings in the development. All directory signs shall be constructed as a monument sign as defined in this Land Development Code. Directory signs shall be allowed in accordance with Table 7-1 and only for retail shopping centers that contain more than four (4) tenants and contain a minimum of 250,000 square feet of gross floor area. One (1) directory sign shall be permitted per street entrance with no more than 4 such signs permitted total per retail shopping center. The maximum area, height, spacing, and setbacks of a directory sign shall conform to the specifications contained in Table 7-2.

AMEND: Section 7-160 Permanent Freestanding Signs – Allowable Districts

ADD: Add listing for directory signs in Table 7-1

Table 7 - 1 Allowable Districts for Permanent Freestanding Signs																	
Sign Classification	Permit Required (Y or N)	Residential Districts								Commercial Districts						Special Districts	
		R15	R20	R30	R40	RE	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML	AG	PUD
General Business Signs	Y									P	P	P	P	P	P		(1)
Freeway Pole Signs	Y									(2)	(2)	(2)	(2)	(2)	(2)		(2)
Institutional Signs	Y	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Multi-family Signs	Y							P									(3)
Subdivision Monument Signs	Y	P	P	P	P	P	P	P	P								P
Traffic Directional Signs	N	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	P	P	P	P	P	P	P	(1)
<u>Directory Signs</u>	<u>Y</u>												<u>(5)</u>	<u>(5)</u>			<u>(5)</u>

Notes for Table 7-1:

(1) Permitted where the PUD ordinance allows commercial uses

(2) Permitted only in the Freeway Overlay Zone

(3) Permitted where the PUD ordinance allows multi-family uses

(4) Permitted for Institutional uses in the applicable districts

(5) Permitted for retail shopping centers containing a minimum of 250,000 square feet of gross floor area

Legend: P = Sign permitted in this district

(1) = Sign permitted in this district

per special footnote

Exhibit C - Ordinance Amendment

AMEND: Section 7-165 Permanent Freestanding Signs – Area, Height and Setback Requirements

ADD: Add listing for directory signs in Table 7-2

Table 7 - 2 Area, Height and Setback for Permanent Freestanding Signs						
Type of Sign	Maximum Sign Area	Maximum Sign Height	Minimum Front Property Line Setback (1)	Minimum Side Property Line Setback	Minimum Spacing B/T Next Free-Stand. Sign	Special Conditions
General Business Signs	112 s. f. (2)	8 ft. (2)	8 ft.	30 ft.	60 ft. (7)	1 per 250' street frontage
Freeway Pole Signs	250 s. f.	35 ft.	8 ft.	30 ft.	60 ft. (7)	1 per lot (3)
Institutional Signs (on-premises)	45 s f. (4)	5 ft.	8 ft.	30 ft.	60 ft.	1 per street frontage
Institutional Signs (off-premises)	16 s f.	5 ft.	none	none	none	Maximum of two signs
Multi-family Signs	25 s. f.	5 ft.	8 ft.	30 ft.	60 ft.	1 per street frontage
Subdivision Monument Signs	(8)	10 ft.	0 ft.	0 ft. (5)	n/a	Maximum 2 per entrance
Traffic Directional Signs (6)	6 s. f.	30 inches	0 ft.	0 ft.	0 ft.	2 per curb cut
<u>Directory Signs</u>	<u>25 s. f.</u>	<u>6 ½ ft. (2)</u>	<u>150 ft.</u>	<u>N/A</u>	<u>N/A</u>	<u>1 per street entrance and no more than 4 signs per retail shopping center; Sign shall only be located along an internal drive or street within the development</u>

Notes for Table 7-2:

- (1) Any street frontage shall be considered a front property line
- (2) Maximum structure size.
- (3) Only permitted within 250 feet of Hwy. 121 right-of-way.
- (4) An on-premises Institutional Sign located in a non-residential zoning district may be constructed in accordance with the General Business Sign regulations for the applicable zoning district.
- (5) Signs on a street island must be designed to permit appropriate driver visibility- joint use agreement required.
- (6) Spacing requirements for Freestanding Signs are not applicable to Traffic Directional Signs.
- (7) 100 feet between signs when signs are located on the same lot.
- (8) Maximum message area is 50 s.f.

ORDINANCE O-17-2003

AMENDING CHAPTER 7-SIGN REGULATIONS, SECTIONS 7-150 PERMANENT FREESTANDING SIGNS – SIGN CLASSIFICATIONS & REGULATIONS, SECTION 7-160 PERMANENT FREESTANDING SIGNS – ALLOWABLE DISTRICTS, AND SECTION 7-165 PERMANENT FREESTANDING SIGNS – AREA, HEIGHT AND SETBACK REQUIREMENTS OF THE LAND DEVELOPMENT CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City of Colleyville desires to amend Sections 7-150, 7-160, and 7-165 of the Land Development Code by allowing for directory signage within the City of Colleyville.; and

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Colleyville at least 15 days before such hearing.

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

- Sec. 1. THAT *Chapter 7-Sign Regulations, Sections 7-150, 7-160, and 7-165* of the Land Development Code, are hereby amended to read as depicted in the attached Exhibits “A, B, and C”.
- Sec. 2. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 3. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 4. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 5. THAT this ordinance shall take effect immediately from and after its passage.

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

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 3rd day of January 2017.

The second reading and public hearing being conducted on the 17th day of January 2017.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 17TH DAY OF JANUARY 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Chris Putnam	_____
Place 1, Tammy Nakamura	_____	Place 5, Nancy Coplen	_____
Place 2, Bobby Lindamood	_____	Place 6, Mike Taylor	_____
Place 4, Jody Short	_____		

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:

Whitt L. Wyatt
City Attorney

Exhibit "A"

AMEND: Section 7-150 Permanent Freestanding Signs – Sign Classifications & Regulations

ADD: Add a classification for 'Directory Signs' to include the regulations pertaining to such signs

F. Directory Signs – The purpose of a directory sign is to provide a listing of the occupants within a major multi-tenant shopping center and direction to the buildings in the development. All directory signs shall be constructed as a monument sign as defined in this Land Development Code. Directory signs shall be allowed in accordance with Table 7-1 and only for retail shopping centers that contain more than four (4) tenants and contain a minimum of 250,000 square feet of gross floor area. One (1) directory sign shall be permitted per street entrance with no more than 4 such signs permitted total per retail shopping center. The maximum area, height, spacing, and setbacks of a directory sign shall conform to the specifications contained in Table 7-2.

Exhibit “B”

AMEND: Section 7-160 Permanent Freestanding Signs – Allowable Districts

ADD: Add listing for directory signs in Table 7-1

Table 7 - 1 Allowable Districts for Permanent Freestanding Signs																	
Sign Classification	Permit Required (Y or N)	Residential Districts								Commercial Districts						Special Districts	
		R15	R20	R30	R40	RE	RD	RMF	MH	CPO	CN	CC1	CC2	CC3	ML	AG	PUD
General Business Signs	Y									P	P	P	P	P	P		(1)
Freeway Pole Signs	Y									(2)	(2)	(2)	(2)	(2)	(2)		(2)
Institutional Signs	Y	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Multi-family Signs	Y							P									(3)
Subdivision Monument Signs	Y	P	P	P	P	P	P	P	P								P
Traffic Directional Signs	N	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	P	P	P	P	P	P	P	(1)
<u>Directory Signs</u>	<u>Y</u>												(5)	(5)			(5)

Notes for Table 7-1:

(1) Permitted where the PUD ordinance allows commercial uses

(2) Permitted only in the Freeway Overlay Zone

(3) Permitted where the PUD ordinance allows multi-family uses

(4) Permitted for Institutional uses in the applicable districts

(5) Permitted for retail shopping centers containing a minimum of 250,000 square feet of gross floor area

Legend: P = Sign permitted in this district

(1) = Sign permitted in this district

per special footnote

Exhibit “C”

AMEND: Section 7-165 Permanent Freestanding Signs – Area, Height and Setback Requirements

ADD: Add listing for directory signs in Table 7-2

Table 7 - 2 Area, Height and Setback for Permanent Freestanding Signs						
Type of Sign	Maximum Sign Area	Maximum Sign Height	Minimum Front Property Line Setback (1)	Minimum Side Property Line Setback	Minimum Spacing B/T Next Free-Stand. Sign	Special Conditions
General Business Signs	112 s. f. (2)	8 ft. (2)	8 ft.	30 ft.	60 ft. (7)	1 per 250' street frontage
Freeway Pole Signs	250 s. f.	35 ft.	8 ft.	30 ft.	60 ft. (7)	1 per lot (3)
Institutional Signs (on-premises)	45 s. f. (4)	5 ft.	8 ft.	30 ft.	60 ft.	1 per street frontage
Institutional Signs (off-premises)	16 s. f.	5 ft.	none	none	none	Maximum of two signs
Multi-family Signs	25 s. f.	5 ft.	8 ft.	30 ft.	60 ft.	1 per street frontage
Subdivision Monument Signs	(8)	10 ft.	0 ft.	0 ft. (5)	n/a	Maximum 2 per entrance
Traffic Directional Signs (6)	6 s. f.	30 inches	0 ft.	0 ft.	0 ft.	2 per curb cut
<u>Directory Signs</u>	<u>25 s. f.</u>	<u>6 ½ ft. (2)</u>	<u>150 ft.</u>	<u>N/A</u>	<u>N/A</u>	<u>1 per street entrance and no more than 4 signs per retail shopping center; Sign shall only be located along an internal drive or street within the development</u>

Notes for Table 7-2:

- (1) Any street frontage shall be considered a front property line
- (2) Maximum structure size.
- (3) Only permitted within 250 feet of Hwy. 121 right-of-way.
- (4) An on-premises Institutional Sign located in a non-residential zoning district may be constructed in accordance with the General Business Sign regulations for the applicable zoning district.
- (5) Signs on a street island must be designed to permit appropriate driver visibility- joint use agreement required.
- (6) Spacing requirements for Freestanding Signs are not applicable to Traffic Directional Signs.
- (7) 100 feet between signs when signs are located on the same lot.
- (8) Maximum message area is 50 s.f.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 8b

Agenda Date 01/03/2017

Number Ordinance O-17-2004

Type Ordinance

Department Community Development

Title

Consideration for approval of amendments to Chapter 8 – Plat Review Procedures in the Land Development Code regarding plat approval to be made by the City Council, specifically Section 8 – 130 Approval Authority Over Subdivision Plats, Case GC16-020

Strategy Map Connection

B4- Cultivate a culture of transparency and consistent communication

Explanation

First Reading and Public Hearing

Staff proposes amendments to Chapter 8 – Plat Review Procedures in the Land Development Code to require City Council approval of combination plats, preliminary plats, final plats, and replats. Specifically, Section 8-130 - Approval Authority Over Subdivision Plats is proposed to be amended. Currently, plats are approved by the Planning and Zoning Commission. City Council requested staff present amendments to Chapter 8 in an effort to require plat approval from the City Council.

Existing Conditions/Background: In 2014, the City Council directed staff to review the procedures, specifically as they relate to the City Council's approval authority over subdivision plats. Staff was directed, where possible, to remove the requirement the City Council approve plats. This proposed amendment would reverse some of these actions.

Plats differ from concept plans or site plans. The purpose of a plat is to show proper subdivision of land. A plat typically is submitted after zoning has been established and prior to obtaining a building permit. Additionally, a plat is a technical document that identifies property boundaries, rights-of-way, and easements. The division of land is reviewed against the zoning on the property to assure compliance with minimum lot area, width, and depth requirements. Typically, no improvements are shown on a plat.

Site plans are required with every petition for a zoning district change to RD (Two Family Residential), R-MF (Multi-Family Residential), MH (Mobile Home), C-PO (Professional Office Commercial), CN (Neighborhood Commercial), CC (Commercial), and ML (Light Manufacturing) district. Additionally, all Special Use Permit requests shall be accompanied by a site plan and supporting documents of the area petitioned for a zone change. The purpose of the site plan is to illustrate the logical arrangement of the elements on the land and to show relationships of elements to each other. These

elements include buildings, parking areas, driveways, screening, sidewalks, trails, and landscaping, among other things.

Platting 101. Platting property is part of the development process. A subdivision plat is a map of specific land showing the location and boundaries of individual parcels of land subdivided into lots, with streets, alleys, and easements drawn to scale, which must be recorded in the Tarrant County Clerk's Office after it has received the requisite approvals from the City. Cities are given the authority to require and regulate plats from Chapter 212 of the Texas Local Government Code. The regulation of subdivision platting is based upon the City's legitimate interest in promoting orderly development; insuring that subdivisions are constructed safely; and protecting future owners from inadequate police and fire protection, inadequate drainage, and unsanitary conditions. The Texas Local Government Code allows the City Council to approve a subdivision plat or, if the City Council chooses, delegate the approval of a plat to the Planning and Zoning Commission. In the case of Amending and Minor Plats, Chapter 212 states that a City may delegate the approval authority of a plat to City staff.

Chapter 212 also requires cities to approve a plat that satisfies all applicable municipal regulations, which includes zoning regulations, PUD ordinance requirements, subdivision regulations, etc. This means the applicable approving body (staff, the Planning and Zoning Commission, and/or the City Council) must approve the plat if it meets all City development requirements. The legal reference for the requirement that the approving body must approve a plat based on full compliance with City requirements is called a "ministerial" action. The plat may only be denied by the approving body if it does not comply with a particular City requirement. The legal reference for the instance when the approving body has the option to approve or deny the plat based on any non-compliance with a City ordinance is called a "legislative" action.

A ministerial action, as it relates to a plat approval action, may be granted to City staff where allowed by local ordinance and the Texas Local Government Code, the Planning and Zoning Commission, and/or the City Council. A legislative action may only be granted to the Planning and Zoning Commission and the City Council with no option for staff approval.

Proposed Amendments. Given the platting information above and based on the City Council's direction, staff reviewed the City's procedures as well as the procedures of the seven cities that surround Colleyville. A full benchmark analysis is provided as attachment "A". Staff proposes the following amendments to Chapter 8-Plat Review Procedures in the Land Development Code, which are also attached as mark-ups to Chapter 8 in attachment "B".

Changes to Plat Approval Authority

Staff proposes that certain plats again require approval by the City Council. This will allow for review and oversight by the Council to ensure compliance with the approved subdivision standards for the City of Colleyville. This would include combination plats, preliminary plats, final plats, and replats.

Staff recommends a minor change to the approval process for minor plats and amending plats. These plats require minimal design, are truly minor in nature, and therefore review and approval is performed by staff only, unless a waiver is requested, which would then require approval from the Planning and Zoning Commission and City Council.

Per the attached table, staff proposes the following changes to the approval authority of plats by classification type:

Approving Body Responsible for Approving Plats			
Classification of Plat	Staff	P&Z	Council
Combination Preliminary/Final Plat	No	Yes	No Yes
Preliminary Plats	No	Yes	No Yes
Final Plats	No	Yes	No Yes
Minor Plats	Yes	No*	No*
Replat	No	Yes	No Yes
Amending Plats	Yes	No*	No*

* The Planning and Zoning Commission and City Council shall have the authority to approve a Minor Plat and an amending Plat which has not been approved by City Staff.

1. Combination Preliminary/Final Plats – Changed to allow the City Council to have final approval authority of the plat. Currently the Planning and Zoning Commission has the final approval authority for a Combination Plat. If the plat application includes a request for a waiver or modification of a platting regulation, then the City Council must also approve the request.
2. Preliminary Plats - Changed to allow the City Council to have final approval authority of the plat. Currently the Planning and Zoning Commission has the final approval authority for a Preliminary Plat. If the plat application includes a request for a waiver or modification of a platting regulation, then the City Council must also approve the request. A waiver can include any waiver of a Land Development Code requirement that pertains specifically to a plat such as lot size, lot width, right-of-way dedication criteria, etc.
3. Final Plats - Changed to allow the City Council to have final approval authority of the plat. Currently the Planning and Zoning Commission has the final approval authority for a Final Plat. If the plat application includes a request for a waiver or modification of a platting regulation, then the City Council must also approve the request.
4. Minor Plat – Minor change proposed to require City Council approval when a plat waiver is requested. Currently allows the Community Development Director to have final approval authority of the plat. If the plat application includes a request for a waiver or modification of a platting regulation and/or is denied by the Community Development Director for any reason, then the Planning and Zoning Commission and City Council have final approval authority for the plat. The Planning and Zoning

Commission will make a recommendation to the City Council. Chapter 212.0065 of the Texas Local Government Code allows cities to delegate approval of a Minor Plat to City staff.

5. Replat - Changed to allow the City Council to have final approval authority of the plat. Currently the Planning and Zoning Commission has the final approval authority for a Replat. If the plat application includes a request for a waiver or modification of a platting regulation, then the City Council must also approve the request.

6. Amending Plat - Minor change proposed to require City Council approval when a plat waiver is requested. Currently allows the Community Development Director to have final approval authority of the plat. If the plat application includes a request for a waiver or modification of a platting regulation and/or is denied by the Community Development Director for any reason, then the Planning and Zoning Commission and City Council have final approval authority for the plat. The Planning and Zoning Commission will make a recommendation to the City Council. Chapter 212.0065 of the Texas Local Government Code allows cities to delegate approval of an Amending Plat to City staff.

Other changes to the chapter include minor changes related to grammar, reference amendments, and structure.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of this item at the December 12, 2016 meeting by a vote of 6-0.

Staff Recommendation: Staff recommends approval of the amendment. The proposed amendment is consistent with the authorized procedure allowed in the local government code and with surrounding communities. The amendment would revert back to the previous plat approval process prior to 2014.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Attachment A - Benchmark Review - Plat Approvals
2. Attachment B - Ch. 08 Plat Review Procedures - Proposed Amendment for CC Approval
3. Attachment C - Definitions
4. Ordinance O-17-2004

Attachment A - Benchmark Review - Plat Approvals

Community	Staff Approval	P&Z Commission Approval	City Council Approval (assumes P&Z recommendation)	Notes
Southlake	single-lot Plat Showings; Amended Plats	Final Plats	Preliminary Plats; Plat Revisions; multiple lot Plat Showings	
North Richland Hills			Preliminary Plats; Final Plats; Replats; Short Form Final Plats; Amended Plats	
Grapevine			Preliminary Plats; Final Plats; Replats; Amended Plats	P&Z Commission & City Council meetings are held on the same day
Keller	Minor Subdivision Final Plats (no variances); Amended Plats; Replats (Minor)	Preliminary Site Evaluations (no variances); Major Subdivision Final Plat (no variances)	Preliminary Site Evaluations (with variances); Minor Subdivision Final Plats (with variances); Major Subdivision Final Plats (with variances); Replats (Major)	
Flower Mound	Minor Plats; Replats (Minor); Plat Amendments	Record Plats (conforms to Development Plan); Replats	Development Plans; Record Plats (does not conform to Development Plan)	
Hurst			Preliminary Plats; Final Plats; Short Form Plats; Replats	
Bedford	Amending Plats; Minor Plats; Minor Replats; Replats (no new street or extension of municipal facilities)	Preliminary Plats; Final Plats; Replats		
Coppell	Amending Plats; Minor Plats; Certain Replats (Minor)	Preliminary Plats; Final Plats; Replats		
Colleyville	Minor Plats; Amending Plats	Preliminary Plats; Final Plats; Combination Plats; Replats		

Attachment B - Ch. 08 Plat Review Procedures - Proposed Amendment for CC Approval

Land Development Code

City of Colleyville, Texas

Chapter 8 Plat Review Procedures

(Rev. 01/21/2014)

Section 8 – 100 Purpose of This Chapter

The purpose of this Chapter is to establish regulations which describe the process for the review and approval of subdivision plats, but more specifically to:

- A. provide for the safe, orderly, and healthful development of the area within the city and within the area surrounding the city and to promote the health, safety, and general welfare of the community;
- B. encourage the orderly development of the city through appropriate growth management techniques assuring the timing and sequencing of development, promoting in-fill development in existing neighborhoods and nonresidential areas with adequate public facilities, to assure proper urban form and open space separation of urban areas;
- C. encourage appropriate protection to environmentally sensitive areas;
- D. ensure that public facilities and services are available; and
- E. establish procedures for the review and approval of subdivision plats.

Section 8 – 105 Authorization for Adoption of This Chapter

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

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

Section 8 – 110 Variances and Appeals

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

Section 8 – 115 Definitions

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

Attachment B - Ch. 08 Plat Review Procedures - Proposed Amendment for CC Approval

Section 8 – 120 Plat Approval Required

It shall be unlawful for a person, firm or corporation owning a tract of land located within the corporate limits of the City of Colleyville, Texas, or extraterritorial jurisdiction, to hereafter divide the same tract of land into two or more parts, to lay out a subdivision, to lay out a building lot, or to lay out a street, alley, square, park, or other parts of the tract intended to be dedicated to public use, or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts for purpose of development without having a plat of the subdivision prepared and approved in accordance with this Chapter. A division of a tract includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method for purpose of development. A division of land under these regulations does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated. The provisions of this Chapter shall apply to any development which is intended as a single lot, tract or parcel where a primary structure will be located. Furthermore, the following shall be applicable to all subdivisions of land:

- A. It shall be the policy of the City of Colleyville to consider the subdivision of land and the subsequent development of the subdivided land as subject to the control of the City pursuant to the Colleyville Comprehensive Plan for the orderly, planned, efficient, and economical development of the City.
- B. The City has no obligation to extend water or sewer service to any lot, tract or parcel or land sold or created in violation of this Chapter.
- C. All plats and subdivisions shall conform to the rules and regulations set forth herein.
- D. This Chapter is not intended to repeal, abrogate, or impair any existing plans or ordinances. However, where the provisions of this Chapter and other ordinances or plans conflict or overlap, the most restrictive provisions thereof shall apply.
- E. The provisions contained in this Chapter, shall be considered as the minimum requirements for review and approval of a subdivision plat.

Section 8 – 125 Plat Required for Building Permit

No building permit shall be approved for any lot, tract or parcel of land unless and until a plat has been approved in accordance with this Land Development Code, except as provided as follows:

- A. Residential Structures - A building permit for an addition to, or renovation of, an existing residential structure may be issued on an un-platted lot, provided the value of such proposed construction, including the cumulative value of any proposed and all previously permitted building permits on the primary structure, does not exceed fifty (50%) percent of the value of the existing structure, excluding the value of the land, as shown on the most current tax roll. Building permits as used herein do not include electrical, plumbing or similar non-construction activities.
- B. Non-residential Structures - A building permit for an addition to, or renovation of, an existing non-residential structure may be issued on an un-platted lot, provided the value of such proposed construction, including the cumulative value of any proposed and all previously permitted building permits on the primary structure, does not exceed fifty (50%) percent of the value of the existing structure, excluding the value of the land, as shown on the most current tax roll. Building permits as used herein do not include electrical, plumbing or similar non-construction activities.
- C. Platting Exemption for Certain Accessory Buildings - A building permit for an accessory structure may be issued on an un-platted lot in the Agricultural District.
- D. Public Facilities Available - No building permit for a primary building will be issued until all public facilities have been installed and have been approved and accepted by the City or provision, acceptable to the City, has been made by the developer for such public facilities.

Attachment B - Ch. 08 Plat Review Procedures - Proposed Amendment for CC Approval

Land Development Code

City of Colleyville, Texas

Section 8 – 130 Approval Authority Over Subdivision Plats

- A. Approval of Plats Required –The approving body for all subdivision plats shall be in accordance with the following table:

Approving Body Responsible for Approving Plats			
Classification of Plat	Staff	P&Z	Council
Combination Preliminary/Final Plat	no	yes	no yes
Preliminary Plats	no	yes	no yes
Final Plats	no	yes	no yes
Minor Plats	yes	no *	no*
Replat	no	yes	no yes
Amending Plats	yes	no *	no*

* The Planning and Zoning Commission and City Council shall have the authority to approve a Minor Plat and an Amending Plat which has not been approved by City Staff.

- B. Preliminary, Final or Combination Preliminary/Final Plat Approval by the Planning and Zoning Commission and City Council - The Planning and Zoning Commission shall approve or disapprove a Preliminary, Final or Combination Preliminary/Final Plat. In addition to the requirement of approval by the Planning and Zoning Commission, the City Council shall also be required to approve these plats. In the event of any discrepancy between a plat as approved by the Planning and Zoning Commission and the City Council, the plat approved by the City Council shall prevail. If the application includes a request for a waiver or modification of a platting regulation, the City Council must also approve the request.
- C. Replat Approval by the Planning and Zoning Commission and City Council - The Planning and Zoning Commission shall approve or disapprove a Replat. In addition to the requirement of approval by the Planning and Zoning Commission, the City Council shall also be required to approve replats. In the event of any discrepancy between a plat as approved by the Planning and Zoning Commission and the City Council, the plat approved by the City Council shall prevail. If the application includes a request for a waiver or modification of a platting regulation, the City Council may approve the request upon appeal by the applicant to the decision of the Planning and Zoning Commission.
- D. Minor Plat Approval by Staff – The Community Development Director shall be authorized to approve a Minor Plat, as defined by this Land Development Code provided said plat conforms to the requirements and specifications of this Land Development Code, without the additional approval of the Planning and Zoning Commission and City Council. If the application includes a request for a waiver or modification of a platting regulation, the Planning and Zoning Commission shall approve or disapprove the request. In addition to the requirement of approval by the Planning and Zoning Commission, the City Council shall also be required to approve the request. In the event of any discrepancy between a plat as approved by the Planning and Zoning Commission and the City Council, the plat approved by the City Council shall prevail. The City Council may approve the request upon appeal by the applicant to the decision of the Planning and Zoning Commission. The Community Development Director, may not disapprove a Minor Plat, but shall refer any Minor Plat which he/she refuses to approve to the Planning and Zoning Commission within thirty (30) days after the date the plat is filed.
- E. Amending Plat Approval by Staff – The Community Development Director shall be authorized to approve an Amending Plat as defined by the Local Government Code, provided said plat conforms to the requirements and specifications of this Land Development Code. If the application includes a request for a waiver from the subdivision requirements, the Planning and Zoning Commission shall approve or disapprove the request. In addition to the requirement of approval by the Planning and Zoning Commission, the City Council shall also be required to approve the request. In the event of any discrepancy between a

Attachment B - Ch. 08 Plat Review Procedures - Proposed Amendment for CC Approval

Land Development Code

City of Colleyville, Texas

~~plat as approved by the Planning and Zoning Commission and the City Council, the plat approved by the City Council shall prevail. The Community Development Director may not disapprove an Amending Plat, but shall refer any Amending Plat which he/she refuses to approve to the Planning and Zoning Commission within thirty (30) days after the date the plat is filed. The Community Development Director, shall present the amending plat to the Planning and Zoning Commission for approval. The Planning and Zoning Commission shall have the authority to approve the Amending Plat. The Planning and Zoning Commission may require additional approval of any Amending Plat by the City Council.~~

~~The Community Development Director, may not disapprove an Amending Plat, but shall refer any Amending Plat which he refuses to approve to the Planning and Zoning Commission within thirty (30) days after the date the plat is filed.~~

- F. Appeal Procedure – A subdivision plat that has been denied by the Planning and Zoning Commission may be appealed to the City Council for consideration at the next available public meeting. In the event of any discrepancy between a plat as approved by the Planning and Zoning Commission and the City Council, the plat approved by the City Council shall prevail.

Section 8 – 135 Procedure for Approval of Subdivisions

- A. Time Period for Taking Action – The approving body shall approve or disapprove a subdivision application within thirty (30) days after the date the subdivision application is filed as provided in this Chapter. A subdivision application is considered approved if the approving body fails to act on a plat within the prescribed period. Provided however, that the subdivider may request a deferral of action on the subdivision application, thereby waiving the thirty day time period for action by the approving body, provided said request is submitted in writing.
- B. Additional Time Period for City Council Approval – Where City Council action is required or requested on a subdivision application as provided in this Chapter, the action shall be taken no later than thirty (30) days after the date the subdivision application was considered by the Planning and Zoning Commission. A subdivision is considered approved if the City Council fails to act on a plat within the prescribed period. Provided however, that the subdivider may request a deferral of action on the subdivision application, thereby waiving the thirty day time period for action by the City Council, provided said request is submitted in writing.
- C. Certificate of Compliance – In cases where the City fails to act on a subdivision application within the thirty day time period, the Community Development Director, upon written request, shall issue a certificate of compliance stating the date the subdivision was filed and that the City failed to act on the subdivision application within the specified time.
- D. Authorization to Sign Plats – The approval of a plat by the approving body, shall constitute authority for the, Community Development Director or, the Chairman and Secretary of the Planning and Zoning Commission and/or the Mayor and City Secretary, to execute said plat, and shall constitute approval for recording in the County Clerk's Office of Tarrant County.
- E. Modification of Conditions – Where the approving body finds that extraordinary hardships or practical difficulties may result from strict compliance with these regulations or the purposes of these regulations may be served to a greater extent by an alternative proposal, it may approve modifications of conditions to these platting regulations so that substantial justice may be done and the public interest secured. Such a finding by the City shall not have the effect of nullifying the intent and purpose of these platting regulations.
- F. Completeness Determination – Every subdivision plat application shall be subject to a determination of completeness by the Administrative Official as provided for in this Section.
1. No later than the tenth business day from the date the application is received, the Administrative Official shall make a written determination that all documents required by the Land Development Code for a subdivision plat submittal have been received.
 2. The applicant shall be provided written notice of any deficient documents no later than ten (10) business days from the date the application is received. The determination shall specify the documents or other information needed to complete the application and shall state the date the application will expire if the

Attachment B - Ch. 08 Plat Review Procedures - Proposed Amendment for CC Approval

Land Development Code

City of Colleyville, Texas

documents or other information are not provided. For purposes of this Section, the applicant shall be deemed to have been notified if the City has mailed a copy of the determination as provided herein.

3. The processing of an application by any City official or employee prior to the time the application is determined to be complete shall not be binding on the City as the official acceptance of the application for filing,
 4. A determination of completeness by the Administrative Official shall not constitute a determination of compliance with the substantive requirements of the Land Development Code.
- G. Expiration of Application – If a subdivision plat application is not completed on or before the 45th day after the application is received by the Administrative Official for processing, the application will be deemed to have expired. Thereafter, a new subdivision plat application must be submitted, including payment of the applicable application fee. The City shall retain any fee paid for reviewing the original application for completeness.
- H. Incompleteness as Grounds for Denial – No subdivision plat application shall be scheduled for action by an approving body unless it is determined that the application is complete and all required items, studies and documents have been submitted to and received by the City, unless the applicant has provided a written request for a waiver or modification of said requirement. An incomplete subdivision application shall be grounds for denial or revocation of the application. No vesting right shall accrue from the filing of an application that has expired pursuant to this Section, or from the filing of a complete application that is subsequently denied.
- I. Official Plat Submittal Date – The date from which the statutory period requiring approval or disapproval of a subdivision plat application shall commence on the date the Administrative Official responsible for processing subdivision plat applications has determined the application to be complete and marked said date on the application and has scheduled said application for action by the approving body.
- J. Development Review Committee – The City Manager shall designate a Development Review Committee (DRC) which shall be an advisory committee to the City Council and Planning and Zoning Commission and have responsibility for providing comments and recommendations on subdivision applications. In addition, the Development Review Committee shall submit comments and recommendations on vacation of public rights-of-way or easements and site plan reviews required by this Code. The Administrative Official responsible for subdivision review shall coordinate the actions of the Development Review Committee.
- K. DRC Review – Copies of subdivision plat applications shall be distributed to the Development Review Committee (DRC) members for technical review. The DRC shall provide written comments and recommendations on the proposed development to the Administrative Official.
- The Administrative Official responsible for subdivision review shall compile a report of the written comments received from the DRC and provide a copy of said report to the subdivider within five (5) working days following the day of receipt of all staff comments. The subdivider shall submit revised copies of the subdivision application, which incorporates and fully satisfies the comments of the DRC or provide written response as to why such modification is not proposed.
- L. Consistency with Master Plans – No subdivision plat shall be approved which is not consistent with the Colleyville Master Plan, the Parks Development Plan, and trail systems plans of the City.
- M. Compliance with Zoning – No subdivision plat shall be approved that is not consistent with the existing zoning regulations applicable to the property being platted, unless a rezoning application is pending that will provide consistency with the proposed development.
- N. Public Facilities – No subdivision application shall be approved by the City unless the Director of Public Works has reviewed the construction plans for the proposed public improvements and has determined that the public facilities will be adequate to support and service the area of the proposed subdivision. To expedite the review process, the Director of Public Works may accept a written offer by the developer as satisfactory evidence that public improvement requirements of the Land Development Code will be satisfied. The Director of Public Works may require the applicant to submit sufficient information and data to demonstrate that the existing public facilities are adequate to serve the proposed subdivision. Public facilities and services to be examined for adequacy shall include drainage facilities, roads, sewage, and

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water systems. Public facilities shall be designed and constructed in accordance with the requirements contained in this Land Development Code. Said proposed public improvements shall conform to and be properly related to the Colleyville Master Plan and all applicable capital improvement plans, including but not limited to the following:

1. Master Thoroughfare Plan – All subdivisions shall be designed to coordinate with the right-of-way widths and street patterns shown on the Master Thoroughfare Plan.
 2. Water System - All lots shall be served by a public water system capable of providing water for health and emergency purposes, including adequate fire protection. Proposed water system improvements shall be consistent with the Master Water System Plan.
 3. Wastewater Collection System - All lots shall be served by an approved means of wastewater collection and treatment. Proposed sewer system improvements shall be consistent with the Master Wastewater Collection System Plan.
 4. Storm Water Management - The Director of Public Works may require the use of control methods such as retention or detention, and/or the construction of offsite drainage improvements to mitigate the impacts of the proposed developments. Any proposed drainage system improvements shall be consistent with the Master Storm Water Management Plan.
- O. Records Maintenance – The Administrative Official responsible for subdivision review shall maintain a record of each application submitted under this Chapter, and the action taken on the application.
- P. Dedication Offers – All streets, drainage ways, parks, and other rights-of-way or public easements shown within a subdivision plat and intended for public use shall be offered for dedication as part of the approval of a plat. Upon approval of the subdivision application by the City, the offers shall be deemed dedicated and available for acceptance by the City in accordance with the requirements of this Section.
1. Whenever a subdivision proposes the dedication of land for public use and the City finds that such land is not required or is not suitable for public use, the approving body shall either deny the subdivision application or require the rearrangement of lots to include such land.
 2. The approval of a subdivision plat by the City is not considered an acceptance of any dedication and does not impose on the City any duty regarding the maintenance or improvement of any dedicated parts until the City Council makes an actual appropriation of the dedicated parts by entry, use, or improvement.
 3. Disapproval of a plat shall be deemed a refusal by the City to accept the offered dedications shown thereon.
- Q. Nuisance Ordinances and Outstanding Liens – No subdivision plat shall be placed on the agenda for action by an approving body in which the Code Enforcement Officer has issued notice to the owner of the property being subdivided that the property being considered for development is in violation of a public nuisance ordinance of the City of Colleyville and the violation has not been abated prior to the subdivision application date. No subdivision plat shall be placed on the agenda for action by an approving body that has an outstanding delinquent lien payable to the City of Colleyville.
- R. Frontage on Public Access Required – Every lot shall have frontage on a public street right-of-way. Said frontage shall not be less than eighty percent (80%) of the minimum required lot width established for the zoning district. In non-residential areas, access to a lot with a public access easement that is acceptable by the City as meeting the minimum requirements to provide public ingress and egress and for adequate emergency vehicle access may be allowed in lieu of a public street right-of-way.
- S. Plats Straddling or Adjacent to Municipal Boundaries – Where access to a proposed subdivision is required across land in an adjacent city, the Administrative Official shall coordinate the review of the plat with the adjacent city and the approving body shall require written approval from the adjacent city.

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- T. Official City Map – The Administrative Official responsible for subdivision review shall maintain an Official City Map, which shall indicate all subdivisions, lots and street rights-of-way. Subdivision plats hereafter approved shall be placed on the Official Map in a timely order and include the names of all streets and street suffix classifications. Where street name inconsistencies exist, from one subdivision to another, the Administrative Official shall place on the Official City Map the generally accepted street name, its proper spelling, and suffix classification. The Administrative Official responsible for subdivision review shall assign street address ranges for each block and coordinate these with the Office of the Fire Marshal and other emergency service providers.
- U. Enforcement of Chapter – In addition to any other remedy provided by law, the City and its officers shall have the right to enjoin any violation of this Chapter by injunction issued by a court of competent jurisdiction.

Section 8 – 140 Preliminary Plats

- A. Preliminary Plat Classification – Submittal of a Preliminary Plat is the first of a two step process for approval of a subdivision plat. The Preliminary Plat procedure shall be used when the property proposed for development is not platted as defined in this Chapter, does not qualify as a minor plat, and will be platted in more than one phase. The purpose of the Preliminary Plat procedure is to allow a subdivider to submit an abbreviated subdivision proposal for approval to determine the feasibility of developing a parcel of land before proceeding to the final platting process where the development will involve more than one phase of construction.
- B. Platting all Land in Common Ownership – The Preliminary Plat shall include all contiguous holdings of the owner, including land in “common ownership” as defined in this Chapter, with an indication of the portion which is proposed for subdivision.
- C. Preliminary Plat Phasing – The Preliminary Plat shall clearly indicate the parcels of land to be included in the phasing. Subsequently, Final Plats shall generally comply with the phasing lines indicated on the Preliminary Plat. Significant departure from the phase lines indicated on the Preliminary Plat shall require an amendment to the Preliminary Plat prior to further final platting of property.
- D. Effect of Approval – Upon approval of the Preliminary Plat, a copy of the approved Preliminary Plat shall be signed by the Administrative Official and kept for public record. Said approved Preliminary Plat shall reflect any and all revisions to the original submitted Preliminary Plat as was directed by the Planning and Zoning Commission and/or City Council which were made a condition of approval. Approval of the Preliminary Plat shall not constitute final acceptance or approval of the subdivision nor shall the approval of the Preliminary Plat confer any vesting rights in the arrangement of lots, streets and other features on the Final Plat. Approval of the Preliminary Plat shall constitute authority to proceed with the Final Plat process as described in this Chapter.
- E. Expiration of Approval – Approval of a Preliminary Plat shall expire after twelve (12) months from the date of approval, unless a Final Plat is submitted for all or part of the area that has received Preliminary Plat approval. The approving body may approve a time extension upon written request from the developer or may waive the twelve month termination period when the Final Plat is determined to be consistent with the approved Preliminary Plat and no additional standards have been adopted by the City.
- F. Re-submittal of Preliminary Plat – When a Preliminary Plat is disapproved, the subdivider, at any time thereafter, may submit a new design for approval, following the same procedures as required for the original application, including the payment of application fees.
- G. Preliminary Plat Exhibits – The subdivider shall file an application for approval of a Preliminary Plat with the Administrative Official responsible for subdivision review, which shall contain the following exhibits to be considered complete:
 - 1. Preliminary Plat Application – The application shall be on forms furnished by the Administrative Official. If the applicant is not the official owner of record, written authorization from the property owner is required.

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2. *Preliminary Plat Drawing* – The plat drawing shall contain the information listed in *Section 8 - 180 Required Plat Information*, where applicable.
 3. *Preliminary Drainage Information* – The subdivider shall submit a Preliminary Drainage Analysis to determine the need for drainage facilities, unless the Director of Public Works has determined that a Preliminary Drainage Analysis is not necessary at time of platting. The Preliminary Drainage Analysis shall be prepared in accordance with the drainage analysis requirements contained in *Chapter 14 – Engineering Design Standards* of this Land Development Code.
 4. *Preliminary Utility Plan* – The subdivider shall submit preliminary construction drawings which shall indicate the general location and approximate sizes of all existing and proposed public utilities, unless the Director of Public Works has determined that no public utility improvements are necessary. The size of all proposed water and sewer lines shall be determined using the design criteria contained in *Chapter 14 – Engineering Design Standards* of this Land Development Code.
 5. *Tree Survey* – Where a subdivision plat indicates a proposed public street, the subdivider shall submit a tree survey or an aerial photograph indicating the general coverage of trees.
 6. *Nuisance Compliance Certification* – The Code Enforcement Officer shall provide certification indicating the status of the property regarding public nuisances and outstanding liens payable to the City of Colleyville.
 7. *Fees* – The applicant shall pay the applicable plat application fee when the application is submitted to the Administrative Official.
- H. Grading Site Prior to Final Approval – Following Preliminary Plat approval, the developer may apply for an earthwork permit and upon approval of said permit may commence construction to the grades and elevations required by the Preliminary Plat.

Section 8 – 145 Final Plats

- A. Final Plat Classification – Approval of a Final Plat is the second step in the process for approval of a subdivision plat. The Final Plat procedure shall be used when the property proposed for development has been previously approved as a Preliminary Plat, was not submitted as a Combination Preliminary/Final Plat and conforms to the requirements of this Chapter. The purpose of the Final Plat procedure is to allow a subdivider to submit for approval all the documents necessary to fully develop the subdivision.
- B. Final Plat Prerequisites – Unless exempt from the requirements of Preliminary Plat approval, no Final Plat shall be placed on the agenda for action by the approving body until a Preliminary Plat of a subdivision has been previously approved in accordance with this Chapter. Upon approval of a Preliminary Plat, a subdivider may file an application for approval of a Final Plat. The Final Plat shall conform to the Preliminary Plat as approved and incorporate any and all changes, modifications, corrections and conditions imposed by the prior approval. A Final Plat will not be presented to the approving body for consideration, which fails to incorporate the recommendations of the Preliminary Plat approval.
- C. Final Plat Exhibits – The subdivider shall file an application for approval of a Final Plat with the Administrative Official responsible for subdivision review, which shall contain the following exhibits to be considered complete:
 1. *Final Plat Application* – The application shall be on forms furnished by the Administrative Official responsible for subdivision review. If the applicant is not the official owner of record, written authorization from the property owner is required.
 2. *Final Plat Drawing* – The plat drawing shall contain the information contained in *Section 8 - 180 Required Plat Information* of this Land Development Code.
 3. *Drainage Information* – The subdivider should discuss with the Director of Public Works the need to submit a Preliminary Drainage Analysis or a Drainage Study. When drainage facilities and related

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improvements are required, the applicant shall submit a Drainage Study with supporting documentation which shall conform to the technical specifications contained in *Chapter 14 – Engineering Design Standards* of this Land Development Code.

4. *Construction Drawings* – When the proposed development requires the construction of public improvements, the applicant shall submit construction plans with the Final Plat. The construction drawings shall conform to the technical specifications contained in *Chapter 14 – Engineering Design Standards* of this Land Development Code and shall be prepared and sealed by a Registered Professional Engineer, licensed to practice in the State of Texas.
5. *Tree Survey* – Where a subdivision plat indicates a proposed public street, the subdivider shall submit a tree survey or an aerial photograph indicating the general coverage of trees. These documents are not necessary if they have been submitted with the Preliminary Plat.
6. *Nuisance Compliance Certification* – The Code Enforcement Officer shall provide certification indicating the status of the property regarding public nuisances and outstanding liens payable to the City of Colleyville.
7. *Fees* – The applicant shall pay the applicable plat application fee when the application is submitted to the Administrative Official.

Section 8 – 150 Combination Preliminary/Final Plat

- A. Combination Preliminary/Final Plat Classification – Approval of a Combination Preliminary/Final Plat may occur when a plat is submitted that involves more than four lots and will include a new street but will not be phased but, instead, will be developed in a single phase. The purpose of the Combination Preliminary/Final Plat procedure is to allow a subdivider to submit for approval all the documents necessary to fully develop the subdivision in a single application.
- B. Combination Preliminary/Final Plat Exhibits – The subdivider shall file an application for approval of a Combination Preliminary/Final Plat with the Administrative Official responsible for subdivision review, which shall contain the following exhibits to be considered complete:
 1. *Combination Preliminary/Final Plat Application* – The application shall be on forms furnished by the Administrative Official responsible for subdivision review. If the applicant is not the official owner of record, written authorization from the property owner is required.
 2. *Plat Drawing* – The plat drawing shall contain the information contained in *Section 8 - 180 Required Plat Information* of this Land Development Code.
 3. *Drainage Information* – The subdivider should discuss with the Director of Public Works the need to submit a Preliminary Drainage Analysis or a Drainage Study. When drainage facilities and related improvements are required, the applicant shall submit a Drainage Study with supporting documentation which shall conform to the technical specifications contained in *Chapter 14 – Engineering Design Standards* of this Land Development Code.
 4. *Construction Drawings* – When the proposed development requires the construction of public improvements, the applicant shall submit construction plans with the Combination Preliminary/Final Plat. The construction drawings shall conform to the technical specifications contained in *Chapter 14 – Engineering Design Standards* of this Land Development Code and shall be prepared and sealed by a Registered Professional Engineer, licensed to practice in the State of Texas.
 5. *Tree Survey* – Where a subdivision plat indicates a proposed public street, the subdivider shall submit a tree survey or an aerial photograph indicating the general coverage of trees.
 6. *Nuisance Compliance Certification* – The Code Enforcement Officer shall provide certification indicating the status of the property regarding public nuisances and outstanding liens payable to the City of Colleyville.

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7. *Fees* – The applicant shall pay the applicable plat application fee when the application is submitted to the Administrative Official. The fee for a Combination Preliminary/Final Plat shall be the same as the fee for a Final Plat.

Section 8 – 155 Minor Plats

- A. *Minor Plats*: A Minor Plat submittal shall be used when the property proposed for development is not platted, contains four (4) or fewer lots and will not create a new street. A Minor Plat is intended to allow a subdivider to combine the Preliminary and Final Plat procedures and thereby expedite the review and approval of a small subdivision where no new public street is created. Where applicable, the Minor Plat submittal shall contain the same exhibits as a Final Plat submittal.
- B. Minor Plat Exhibits – The subdivider shall file an application for approval of a Minor Plat with the Administrative Official responsible for subdivision review, which shall contain the following exhibits to be considered complete:
 1. *Minor Plat Application* – The application shall be on forms furnished by the Administrative Official responsible for subdivision review. If the applicant is not the official owner of record, written authorization from the property owner is required.
 2. *Plat Drawing* – The plat drawing shall contain the information contained in *Section 8 – 180 Required Plat Information* of this Land Development Code.
 3. *Drainage Information* – The subdivider should discuss with the Director of Public Works the need to submit a Preliminary Drainage Analysis or a Drainage Study. When drainage facilities and related improvements are required, the applicant shall submit a Drainage Study with supporting documentation which shall conform to the technical specifications contained in *Chapter 14 – Engineering Design Standards* of this Land Development Code.
 4. *Construction Drawings* – When the proposed development requires the construction of public improvements, the applicant shall submit construction plans with the Minor Plat. The construction drawings shall conform to the technical specifications contained in *Chapter 14 – Engineering Design Standards* of this Land Development Code and shall be prepared and sealed by a Registered Professional Engineer, licensed to practice in the State of Texas.
 5. *Tree Survey* – Where a subdivision plat indicates a proposed public street, the subdivider shall submit a tree survey or an aerial photograph indicating the general coverage of trees.
 6. *Nuisance Compliance Certification* – The Code Enforcement Officer shall provide certification indicating the status of the property regarding public nuisances and outstanding liens payable to the City of Colleyville.
 7. *Fees* – The applicant shall pay the applicable plat application fee when the application is submitted to the Administrative Official.

Section 8 – 160 Replats

- A. *Replats*: A Replat submittal shall be used when a previously platted property is proposed for redevelopment. A Replat may include an additional parcel of un-platted property when the size of the un-platted portion does not dictate the submittal of a Preliminary Plat. The Administrative Official responsible for subdivision review shall review each Replat application and determine whether or not the size of the un-platted

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portion of the proposed development warrants the submittal of a Preliminary Plat. Where applicable, the Replat submittal shall contain the same exhibits as a Final Plat submittal.

B. *Additional Criteria for Replats:* The following additional criteria for approval shall apply in the re-subdivision of an existing plat, without vacating the immediate previous plat:

1. A public hearing shall be required on the Replat at which interested parties and citizens have an opportunity to be heard.

2. If any of the proposed area to be re-subdivided or re-platted, within the immediate preceding five years, was limited by any interim or permanent zoning classification to residential use for not more than two residential units per lot, or if any lot in the immediate previous subdivision was limited by deed restriction to residential use for not more than two residential units per lot, notice of the public hearing shall be given in advance in the following manner:

a. Publication at least 15 days before the date of the hearing in a newspaper of general circulation in the City.

b. A written notice of the public hearing shall be forwarded no less than fifteen (15) days prior to the day of the hearing to the owners (as the ownership appears on the last approved ad valorem tax roll) of all lots in the immediate preceding plat that are within 200 feet of the lots to be re-platted. The notice may be served by depositing it properly addressed and postage paid, in the United States post office.

3. If the proposed replat requires a waiver of a requirement and is protested in accordance with this section, the proposed replat must receive, in order to be approved, the affirmative vote of at least three-fourths of the members present of the Planning and Zoning Commission and/or City Council. For a legal protest, written instruments signed by the owners of at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed replat and extending 200 feet from that area, but within the original subdivision, must be filed with the Planning and Zoning Commission and City Council prior to the closing of the public hearing. In computing the percentage of land area, the area of streets and alleys shall be included.

C. Compliance with paragraphs (a) & (b) is not required for approval of a replat or a portion of a prior plat if the area to be re-platted was designated or reserved for other than single or duplex family residential use by notation on the last legally recorded plat or in the legally recorded restrictions applicable to the plat.

D. Replat Exhibits – The subdivider shall file an application for approval of a replat with the Administrative Official responsible for subdivision review, which shall contain the following exhibits to be considered complete:

1. *Replat Application* – The application shall be on forms furnished by the Administrative Official responsible for subdivision review. If the applicant is not the official owner of record, written authorization from the property owner is required.

2. *Plat Drawing* – The plat drawing shall contain the information contained in *Section 8 - 180 Required Plat Information* of this Land Development Code.

3. *Drainage Information* – The subdivider should discuss with the Director of Public Works the need to submit a Preliminary Drainage Analysis or a Drainage Study. When drainage facilities and related improvements are required, the applicant shall submit a Drainage Study with supporting documentation which shall conform to the technical specifications contained in *Chapter 14 – Engineering Design Standards* of this Land Development Code.

4. *Construction Drawings* – When the proposed development requires the construction of public improvements, the applicant shall submit construction plans with the Minor Plat. The construction drawings shall conform to the technical specifications contained in *Chapter 14 – Engineering*

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Design Standards of this Land Development Code and shall be prepared and sealed by a Registered Professional Engineer, licensed to practice in the State of Texas.

5. *Tree Survey* – Where a subdivision plat indicates a proposed public street, the subdivider shall submit a tree survey or an aerial photograph indicating the general coverage of trees.
6. *Nuisance Compliance Certification* – The Code Enforcement Officer shall provide certification indicating the status of the property regarding public nuisances and outstanding liens payable to the City of Colleyville.
7. *Fees* – The applicant shall pay the applicable plat application fee when the application is submitted to the Administrative Official.

Section 8 - 165 Amending Plats

- A. Amending Plat Classification – The Amending Plat procedure shall be used when making a minor change to an existing subdivision. These changes must not be substantive, nor create any new lots. Notice, public hearing, and the approval of other lot owners is not required for the approval of an Amending Plat.
- B. Amending Plat Procedures – The City is authorized to approve an Amending Plat which is signed by the property owners, and which is for one (1) or more of the purposes set forth in this Section, and such approval shall not require notice, hearing or approval of other lot owners. Amending Plats in accordance with the provisions of this Section shall be approved if the sole purpose of the Amending Plat is to:
 1. Correct an error in any course or distance shown on the prior plat;
 2. Add any course or distance that was omitted on the prior plat;
 3. Correct an error in the description of the real property shown on the prior plat;
 4. Indicate monuments set after death, disability or retirement from practice of the surveyor charged with the responsibilities for setting monuments;
 5. Show the proper location or character of any monument which has been changed in location or character or which originally was shown at the wrong location or incorrectly as to its character on the prior plat;
 6. Correct any other type of scrivener or clerical error or omission as previously approved by the City; such errors and omissions may include, but are not limited to, numbers, acreage, street names and identification of adjacent recorded plats;
 7. Correct an error in courses and distances of lot lines between two adjacent lots where both lot owners join in the application for plat amendment, and neither lot is abolished; provided that such amendment does not attempt to remove recorded covenants or restrictions and does not have a material adverse effect on the property rights of the other owners in the plat;
 8. Relocate a lot line in order to cure an inadvertent encroachment of a building or improvement on a lot line or on an easement;
 9. Relocate one or more lot lines between one or more adjacent lots where the owner or owners of all such lots join in the application for the plat amendment, provided that such amendment does not:
 - a. Attempt to remove recorded covenants or restrictions; or
 - b. Increase the number of lots; or
 - c. Remove or otherwise abandon any easement or right-of-way.

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10. To make necessary changes to the preceding plat to create six or fewer lots in the subdivision or part of the subdivision covered by the preceding plat if;
 - a. the changes do not affect applicable zoning and other regulations of the municipality;
 - b. the changes do not attempt to amend or remove any covenants or restrictions; and
 - c. the area covered by the changes is located in an area that the municipal planning commission or other appropriate governing body of the municipality has approved, after a public hearing, as a residential improvement area; or
 11. To replat one or more lots fronting on an existing street if:
 - a. the owners of those lots join in the application for amending the plat;
 - b. the amendment does not attempt to remove recorded covenants or restrictions;
 - c. the amendment does not create or require creation of a new street or make necessary the extension of municipal facilities.
- C. Amending Plat Exhibits – The subdivider shall file an application for approval of an Amending Plat with the Administrative Official responsible for subdivision review, which shall contain the following exhibits to be considered complete:
1. *Amending Plat Application* – The application shall be on forms furnished by the Administrative Official responsible for subdivision review. If the applicant is not the official owner of record, written authorization from the property owner is required.
 2. *Amending Plat Drawing* – The plat drawing shall contain the information contained in *Section 8 - 165 Required Plat Information* of this Land Development Code, where applicable.
 3. *Drainage Information* – As determined by the Director of Public Works, the developer shall submit a Preliminary Drainage Analysis or a Drainage Study. When drainage facilities and related improvements are required, the applicant shall submit a Drainage Study with supporting documentation which shall conform to the technical specifications contained in *Chapter 14 – Engineering Design Standards* of this Land Development Code
 4. *Construction Drawings* – When the proposed development requires the construction of public improvements, the applicant shall submit construction plans with the plat. The construction drawings shall conform to the technical specifications contained in *Chapter 14 – Engineering Design Standards* of this Land Development Code and shall be prepared and sealed by a Registered Professional Engineer, licensed to practice in the State of Texas.
 5. *Nuisance Compliance Certification* – The Code Enforcement Officer shall provide certification indicating the status of the property regarding public nuisances.
 6. *Fees* – The applicant shall pay the applicable plat application fee when the application is submitted to the Administrative Official.

Section 8 - 170 Official Plat Recording

- A. Required Filing Documents – No subdivision plat shall be filed of record with the Tarrant County Clerk's Office unless the following are complete:
1. The plat has been drawn on mylar reproducible film or other permanent material, contains all required signatures, including the signature of the Planning and Zoning Commission Chairman, and/or the Mayor, or City staff, as applicable; and

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2. All applicable fees have been received.
- B. Construction Prior to Official Filing – No construction of public improvements shall be allowed and no permits for building construction shall be approved until the subdivision plat has been filed of record with the Tarrant County Clerk's Office.
- C. Maximum Approval Period – The approval of a subdivision plat shall expire one-hundred and eighty (180) days from the date of approval by the approving body, unless the subdivision plat has been filed of record with as provided in this Section.
- D. Re-approval Required – No subdivision plat shall be filed of record with the Tarrant County Clerk's Office where the approval time period has expired, unless the approving body has approved a re-submittal of the plat application and payment of plat application fee.

Section 8 - 175 Vacation of Plats

A plat may be vacated by the owners of the land covered by the plat at any time before a lot in the plat is sold. If lots have been sold, the plat or any part of the plat may be vacated upon the application of all the owners of lots in the plat and with the approval of the City obtained in the manner prescribed for the original plat.

Section 8 - 180 Required Plat Information

The applicant requesting subdivision plat approval shall submit the required number of copies of a plat drawing as determined by the Administrative Official and which complies with this Section.

1. All plat drawings shall contain the following information where applicable:
 - a. *Owner / Subdivider* - The names and addresses of the subdivider and the current owner of record.
 - b. *Surveyor Name* - The name, address and telephone number of the surveyor responsible for the plat which shall contain the seal of a Texas Registered Professional Land Surveyor.
 - c. *Subdivision Name* - If the land to be platted is situated within or adjacent to an existing subdivision, that plat may take the name of the existing subdivision, subject to the approval of the City. The name of the proposed subdivision shall be clearly shown with large letters and shall not be a duplication of any existing subdivision name, whether by spelling or pronunciation, or similar to any other subdivision within the City. The plat drawing shall indicate whether the plat is a Preliminary Plat, Final Plat, Replat, or Amending Plat.
 - d. *Location Map* - A location map showing the tract by reference to streets or highways.
 - e. *Date* - The date the plat was prepared.
 - f. *Scale & North Arrow* - The plat shall be prepared at a numerical scale no greater than one (1) inch equals one hundred (100) feet unless approved by the Administrative Official responsible for subdivision review. A graphic scale symbol shall be placed on the drawing with a north arrow indicating the approximate true north.
 - g. *Subdivision Boundary Lines* - The subdivision boundary lines shall be shown in heavy lines so as to provide a differentiation with the internal features of the area being proposed for platting. The location and dimensions of all boundary lines of the property shall be expressed to the nearest hundredth foot.
 - h. *Metes and Bounds Description* - A written metes and bounds description of the property shall be shown on the plat and be capable of reproducing such lines upon the ground with a closure error of less than 1:25,000. The legal description shall include reference to an original survey, subdivision corner, or the Texas Coordinate System of 1983, North Central Zone. The legal description shall include the acreage of the total area of the proposed subdivision and be consistent with the subdivision boundary. The

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legal description shall contain information to show the last instrument conveying title to each parcel of property involved in the proposed subdivision, giving grantor, grantee, date, and land records reference.

- i. *Adjacent Properties* - All property lines, streets and easements on lands immediately adjacent to and contiguous with the perimeter of the proposed subdivision and extending one hundred (100) feet shall be shown with the names of the owners as shown on the most current Tax Assessor's files; if the adjacent properties are platted, the names of adjoining subdivisions and the names of adjoining streets are to be shown.
- j. *Street Rights-of-Way* - The width of all public street rights-of-way shall be shown on the plat. The general location and width shall be consistent with the Master Thoroughfare Plan. Dimensions shall be shown for all curves. The distance from the centerline of any existing roadway of a boundary street to the proposed subdivision shall be shown to determine the adequacy of right-of-way along the route and to determine if additional right-of-way is necessary to accommodate the proposed street.
- k. *Permanent Structures* - The location and general outline of any existing permanent structures with sufficient dimensions to determine building line encroachments. Any permanent structures which encroach any building set-back lines that will remain after completion of the development shall be shown on the drawing with appropriate dimensions.
- l. *Building Set-back Lines* - Front building set-back lines shall be indicated by dashed lines on all lots in accordance with the requirements of the applicable zoning district. Side yard building set-back lines shall be indicated by dashed lines on the side yards of lots with side street frontage. Additional building set-back may be required by the City. Existing building set-back lines on adjacent properties shall be shown, where applicable.
- m. *City Limit Lines* - The general location of the city limit boundaries of the City of Colleyville and any adjacent city shall be shown on the plat and referenced per city maps, only.
- n. *Easements* - The location and dimension of all existing or proposed easements shall be shown on the plat drawing indicating whether such easement is for any specific purpose. General easements for the use of public utilities of not less than seven and one-half (7.5') feet in width shall be provided along each side of all rear property lines. If necessary for the extension of water or sewer mains, storm drainage or other utilities, easements of greater width shall be required along lot lines or across large lots. In all cases, easements shall connect with easements already established on adjoining properties or extend to connect with a public right-of-way. No lot shall be shown with an easement which prevents proper development and full utilization of the lot as a suitable building site for the intended zoning district.
- o. *Lot and Block Numbering* - All lots and blocks shall be consecutively numbered, or lettered in alphabetical order. The blocks in subdivisions bearing the same name shall be numbered or lettered consecutively through the several sections or phases. Lettering for blocks shall be larger and bolder than lot numbers or circled to make identification clear. Any lot or block which is planned as an 'out-parcel' shall be numbered and designated on the plat with notation regarding any development restrictions.
- p. *Sheet Size* - Map sheets shall be of such size as are acceptable for filing in the Tarrant County Clerk's Office, and shall not exceed twenty-four by thirty-six (24"x 36") inches, but may be eighteen by twenty-four (18" x 24") inches, with a binding margin of not less than one and one-half inches on the left side of the sheets. Sheets shall be numbered in sequence if more than one (1) sheet is used and an index sheet provided with match lines.
- q. *Plat Notes and Conditions* - When appropriate, the plat shall contain a listing of any Plat Notes and Plat Conditions in a readily identifiable location with each note numbered consecutively.
- r. *Public Use Areas* - The location and dimensions of all property proposed to be set aside for public use or common reservation shall be shown on the plat drawing, with designation of the purpose thereof, and conditions, if any, of the dedication or reservation.

Attachment B - Ch. 08 Plat Review Procedures - Proposed Amendment for CC Approval

Land Development Code

City of Colleyville, Texas

- s. *Street Names* - All street names shall be shown on the plat. New street names shall be sufficiently different in sound and in spelling from other street names in the city to avoid confusion. The continuation of an existing street shall bear the same name.
- t. *Phasing of Plats* – For Preliminary plats, the plat drawing shall indicate any phasing of the proposed subdivision. Thereafter, plats of subsequent phases shall conform to the approved overall layout and phasing, unless a revised Preliminary Plat is submitted and approved in accordance with this Chapter. However, a subsequent reduction of a phase may be considered provided that it conforms to the original street arrangement.
- u. *Lot Dimensions* - The approximate dimensions of all lots shall be shown on a Preliminary Plat and the exact dimension shown on all other plats with accuracy to one-hundredth's of one foot. The dimensions shall be sufficient to verify compliance with the minimum requirements of the applicable zoning district.
- v. *Flood Plain Features* - The location of the 100-year flood limits, if applicable, shall be shown on the plat and contained within a drainage easement. If the subdivision, or a portion thereof, is located in the 100 year flood-prone area, the developer will be required to comply with the Flood Damage Prevention Ordinance.
- w. *Irregular Side Lot Lines* - Side lot lines which are not perpendicular to the street right-of-way shall be indicated with bearing and distance.
- x. *Lot Areas* - The area for each lot expressed in square feet shall be shown on the plat.
- y. *Survey Notes* - The Final Plat shall be accompanied by one (1) set of surveyor's closure notes for the boundary of the subdivision. The notes shall be referenced in the same manner as the plat.
- z. *Certification Blocks* – All plats shall contain the appropriate certification blocks which shall be similar to those shown.

Planning and Zoning Commission Approval

WHEREAS The Planning and Zoning Commission of the City of Colleyville, Texas voted affirmatively on this _____ day of _____, 20__, to approve this Plat.

Chairman, Planning and Zoning Commission

Attest: Secretary, Planning and Zoning Commission

City Council Approval

Whereas the City Council of the City of Colleyville, Texas voted affirmatively on this _____ day of _____, 20__, to approve of this Plat.

Mayor, City of Colleyville

Attest: City Secretary

Staff Approval Authority

This amending or minor plat is approved in accordance with Section 212.0065 of the Texas Local Government Code and the City of Colleyville Subdivision Regulations

Attachment B - Ch. 08 Plat Review Procedures - Proposed Amendment for CC Approval

Land Development Code

City of Colleyville, Texas

Date

Community Development Director

Surveyor's Certification

KNOW ALL MEN BY THESE PRESENTS:

That I, _____, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this Plat is true and correct and was prepared from an actual survey made under my supervision on the ground. Further, this survey conforms to the general rules of procedures and practices of the most current Professional Land Surveying Practices Act.

Signature

Date

(Affix Seal)

Dedication Certificate

WHEREAS, (*owners name*), are the owners of a tract of land situated in the (*name*) Survey, Abstract N. (#), Tarrant County, Texas, and being out of a (#) acre tract conveyed to them by (*deed reference*), and being more particularly described as follows:

(*metes and bounds description*)

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That We, (names), Owners, do hereby adopt this plat designating the hereinbefore described property as (subdivision name), and addition to the City of Colleyville, Tarrant County, Texas, and do hereby dedicate fee simple to the public use forever all streets, rights-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Colleyville, Texas.

Witness our hands this _____ day of _____, 20____.

Owners Name

STATE OF TEXAS }{

COUNTY OF TARRANT }{

Before me, the undersigned Notary Public in and for said county and State on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed, and in the capacity therein stated.

Attachment B - Ch. 08 Plat Review Procedures - Proposed Amendment for CC Approval

Land Development Code

City of Colleyville, Texas

Given under my hand and seal of office this _____ day of _____, 20____.	
Notary Public in and for Tarrant County	_____
(affix seal)	_____
My printed name	_____
My commission expires:	_____

Section 8 – 185 Easement and Right-of-Way Encroachments

(Ord. O-01-1280 / 08/08/01)

No building permit shall be issued for any structure that encroaches into or over a public drainage and/or utility easement or public right-of-way, unless an easement encroachment and joint use agreement has been approved in accordance with the procedures contained in this Section.

1. The applicant must submit a written application on forms furnished by the City, together with the appropriate filing fee, stating the reason for the proposed encroachment. Said application must contain the signature of the property owner or legal agent of the property owner where the encroachment is proposed or of the property that is adjacent to the right-of-way where the encroachment and joint use is proposed.
2. The applicant must provide a metes and bounds description indicating the exact location of the encroachment and a plot plan showing the nature of the improvements proposed within the encroachment area.
3. The application must include written documentation signed by all public utility companies, including the City of Colleyville Public Works Department, indicating their consent to the encroachment and joint use of the easement or right-of-way. All public utility companies must approve the encroachment request before any consideration is given by the City of Colleyville.
4. No notification of adjacent properties is required unless, the City Manager, or designated official, determines that the encroachment or joint use has a direct impact on the adjacent properties.
5. An application requesting an easement encroachment may be approved by the City Manager or other designated official. Applications requesting a right-of-way encroachment require approval by the City Council.
6. Upon approval of the request, documents shall be filed in the Tarrant County Deed Records.
7. The application fee shall be set by separate ordinance approved by the City Council.

Section 8 – 190 Amendments to This Chapter

Reserved for listing of amendments to this Chapter.

Ord. Number	Date	Subject
O-00-1261	12/19/00	Incomplete Submittals / DRC Review
O-01-1280	08/08/01	Easement & right-of-way encroachments
O-06-1566	02/21/06	Comprehensive Chapter Revisions
O-14-1906	01/21/2014	Revisions to Approval Authority and Plat Classifications
O-17-XXXX	XX/XX/2016	Revisions to Approval Authority

Attachment C - Definitions

Definitions

- Preliminary Plats - Section 8-140. Definition of a Preliminary Plat: A map, drawing, or chart showing the proposed arrangement of streets, lots, easements, and other public spaces in the subdivision. A Preliminary Plat is used when a plat contains more than four lots, will create new street(s), or will be developed in more than one phase.
- Final Plats - Section 8-145. Definition of a Final Plat: A map, drawing, or chart prepared according to the provisions of this Land Development Code, and containing all engineering and legal data, dedications, and certificates necessary to the recording of same in the maps and plats records of the county. A Final Plat is the second step in the platting process upon approval of the Preliminary Plat.
- Combination Preliminary/Final Plat - Section 8-150. Definition of a Combination Preliminary/Final Plat: A map, drawing, or chart prepared according to the provisions of this Land Development Code, and containing all engineering and legal data, dedications, and certificates necessary to the recording of same in the maps and plats records of the county. A Combination Preliminary/Final Plat is allowed where a new subdivision includes more than four lots and/or includes a new street is to be developed in a single phase with no unplatted land left to be platted in a future phase of development.
- Minor Plat - Section 8-155. Definition of a Minor Plat: A subdivision of not more than four lots, which fronts on an existing street and does not require the creation of any new street, or the extension of municipal facilities, which allows a short form process that eliminates the need for a preliminary plat. A Minor Plat must contain all engineering and legal data, dedications, and certificates necessary to the recording of same in the maps and plats records of the county.
- Replat - Section 8-160. Definition of a Replat: A replat is used when a previously platted property is proposed for redevelopment or an existing platted lot is proposed for further subdivision. A Replat may include an additional parcel of un-platted property when the size of the un-platted portion does not dictate the submittal of a Preliminary Plat.
- Amending Plat - Section 8-165. Definition of an Amending Plat: A map, drawing, or chart prepared to show a minor change of an existing subdivision to a lot line or correction of an error such that the changes are not substantive, and no new lots are created.

ORDINANCE O-17-2004

AMENDING CHAPTER 8-PLAT REVIEW PROCEDURES, SECTION 8-130 - APPROVAL AUTHORITY OVER SUBDIVISION PLATS OF THE LAND DEVELOPMENT CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City of Colleyville desires to amend Section 8-130 of the Land Development Code to require City Council approval of combination plats, preliminary plats, final plats, and replats; and

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Colleyville at least 15 days before such hearing.

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

- Sec. 1. THAT *Chapter 8- Plat Review Procedures, Section 8-130* of the Land Development Code, is hereby amended to read as depicted in the attached Exhibit "A".
- Sec. 2. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 3. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 4. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 5. THAT this ordinance shall take effect immediately from and after its passage.

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

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 3rd day of January 2017.

The second reading and public hearing being conducted on the 17th day of January 2017.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 17TH DAY OF JANUARY 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Chris Putnam	_____
Place 1, Tammy Nakamura	_____	Place 5, Nancy Coplen	_____
Place 2, Bobby Lindamood	_____	Place 6, Mike Taylor	_____
Place 4, Jody Short	_____		

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:

Whitt L. Wyatt
City Attorney

Exhibit "A"

Section 8 – 130 Approval Authority Over Subdivision Plats

- A. Approval of Plats Required – The approving body for all subdivision plats shall be in accordance with the following table:

Approving Body Responsible for Approving Plats			
Classification of Plat	Staff	P&Z	Council
Combination Preliminary/Final Plat	no	yes	yes
Preliminary Plats	no	yes	yes
Final Plats	no	yes	yes
Minor Plats	yes	no *	no*
Replat	no	yes	yes
Amending Plats	yes	no *	no*

* The Planning and Zoning Commission and City Council shall have the authority to approve a Minor Plat and an Amending Plat which has not been approved by City Staff.

- B. Preliminary, Final or Combination Preliminary/Final Plat Approval by the Planning and Zoning Commission and City Council – The Planning and Zoning Commission shall approve or disapprove a Preliminary, Final or Combination Preliminary/Final Plat. In addition to the requirement of approval by the Planning and Zoning Commission, the City Council shall also be required to approve these plats. In the event of any discrepancy between a plat as approved by the Planning and Zoning Commission and the City Council, the plat approved by the City Council shall prevail.
- C. Replat Approval by the Planning and Zoning Commission and City Council – The Planning and Zoning Commission shall approve or disapprove a Replat. In addition to the requirement of approval by the Planning and Zoning Commission, the City Council shall also be required to approve replats. In the event of any discrepancy between a plat as approved by the Planning and Zoning Commission and the City Council, the plat approved by the City Council shall prevail.
- D. Minor Plat Approval by Staff – The Community Development Director shall be authorized to approve a Minor Plat, as defined by this Land Development Code provided said plat conforms to the requirements and specifications of this Land Development Code, without the additional approval of the Planning and Zoning Commission and City Council. If the application includes a request for a waiver or modification of a platting regulation, the Planning and Zoning Commission shall approve or disapprove the request. In addition to the requirement of approval by the Planning and Zoning Commission, the City Council shall also be required to approve the request. In the event of any discrepancy between a plat as approved by the Planning and Zoning Commission and the City Council, the plat approved by the City Council shall prevail. The Community Development Director may not disapprove a Minor Plat, but shall refer any Minor Plat which he/she refuses to approve to the Planning and Zoning Commission within thirty (30) days after the date the plat is filed.
- E. Amending Plat Approval by Staff – The Community Development Director shall be authorized to approve an Amending Plat as defined by the Local Government Code, provided said plat conforms to the requirements and specifications of this Land Development Code. If the application includes a request for a waiver from the subdivision requirements, the Planning and Zoning Commission shall approve or disapprove the request. In addition to the requirement of approval by the Planning and Zoning Commission, the City Council shall also be required to approve the request. In the event of any discrepancy between a plat as approved by the Planning and Zoning Commission and the City Council, the plat approved by the City Council shall prevail. The Community Development Director may not disapprove an Amending Plat, but shall refer any Amending Plat which he/she refuses to approve to the Planning and Zoning Commission within thirty (30) days after the date the plat is filed.

RESOLUTION R-17-4082

A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
JANUARY 3, 2017

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 3RD DAY OF JANUARY 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Chris Putnam	_____
Place 1, Tammy Nakamura	_____	Place 5, Nancy Coplen	_____
Place 2, Bobby Lindamood	_____	Place 6, Mike Taylor	_____
Place 4, Jody Short	_____		

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

Richard Newton
Mayor