



City of Colleyville City Council Agenda

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

Tuesday, June 6, 2017

**WORKSESSION
4:30 PM
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR**

CALL TO ORDER

- WS-1** Overview of the Budget Process
- WS-2** Discussion of crosswalks at multiple locations, including Bransford Road and City Park
- WS-3** Discussion of future worksession dates for the Parks Master Plan Update
- WS-4** Discussion of the June 6, 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 attorney on legal issues raised by public hearing or action items on the agenda

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

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

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

INVOCATION: Pastor Josh Anderson, Colleyville Presbyterian

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-17-4135**
- 3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**
 - Announcements of civic and charitable events**
 - Presentation of calendar events and updates**
 - Announcements of awards and recognition**
- 4. CONSENT: READING AND PUBLIC HEARING - Resolution R-17-4136**
 - 4a** Approval of the minutes of the regular City Council meeting of May 16, 2017
 - 4b** Approval of the minutes of the Special City Council meeting of May 16, 2017
 - 4c** Approval of an update to the General and Utility Fund Balance policy
- 5. ORDINANCE(S): SECOND READING AND PUBLIC HEARING**
 - 5a Ordinance O-17-2011**

Approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2017 Rate Review Mechanism Filing and adopting tariffs that reflect rate adjustments consistent with the negotiated settlement
- 6. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**
 - 6a Ordinance O-17-2012**

Approval of a five-year exclusive franchise for solid waste and recycling services contract with Community Waste Disposal (CWD)
 - 6b Ordinance O-17-2013**

Consideration of an appeal of the decision of the Planning and Zoning Commission by Jeff Avery, for a zoning change from the AG-Agricultural zoning district to the R20-Single Family Residential zoning district on Tract 2A, Abstract 1692, in the Joseph White Survey, located at 816 Shelton Drive, Case ZC17-003

7. RESOLUTION(S): READING AND PUBLIC HEARING**7a Resolution R-17-4137**

Approval of an amendment to the Professional Services Agreement with TranSystems, Inc., for the design of the improvements to Glade Road, including Phases 2, 3, and 4, amending the design parameters of Phase 2, addressing the supplemental work that has been requested by the City, and authorizing the city manager to execute the agreement

7b Resolution R-17-4138

A resolution appointing a Councilmember to the Colleyville Economic Development Corporation (CEDC) Board of Directors

7c Resolution R-17-4139

Consideration of a waiver to certain provisions of Chapter 5 – Tree Preservation of the Land Development Code, specifically Section 5.13 (Penalties and Violations) on Lot 1, Block 3, of the Overlook at Big Bear Creek Addition, located at 7708 Prairie View Drive, Case GC17-011

7d Resolution R-17-4140

Approval of a construction contract with Fort Worth Civil Constructors, LLC for the Glade Road Phase 1A Project, in an amount not to exceed \$1,967,603.24 which includes a \$125,000 contingency, and authorize the city manager to execute the contract and any associated change orders

7e Resolution R-17-4141

Approval of a construction contract with North Texas Contracting, Inc. for the Pleasant Run Road Project (Shelton Drive to John McCain Road), in an amount not to exceed \$4,938,170.50 which includes a \$600,000 contingency, and authorize the city manager to execute the contract and any associated change orders

7f Resolution R-17-4142

A resolution appointing a member to the Planning and Zoning Commission

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

9. REPORTS

Quarterly Investment Report for the quarter ended March 31, 2017

10. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR JUNE 6, 2017 - READING AND PUBLIC HEARING - RESOLUTION R-17-4143**11. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards Friday, June 2, 2017 by 5:00 p.m.

Amy Shelley, TRMC
City Secretary

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

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

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



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-1
Type Worksession
Department City Manager

Agenda Date 06/06/2017

Title

Overview of the Budget Process

Strategic Plan

- 1.4 Communicate thoroughly and strategically
- 2.4 Demonstrate stewardship of public resources

Explanation

This agenda item provides for a discussion of background information related to the annual budget, an overview of the annual budget process and components, and the general financial status of the City's various funds. Staff will present the attached presentation and answer any questions the City Council may have.

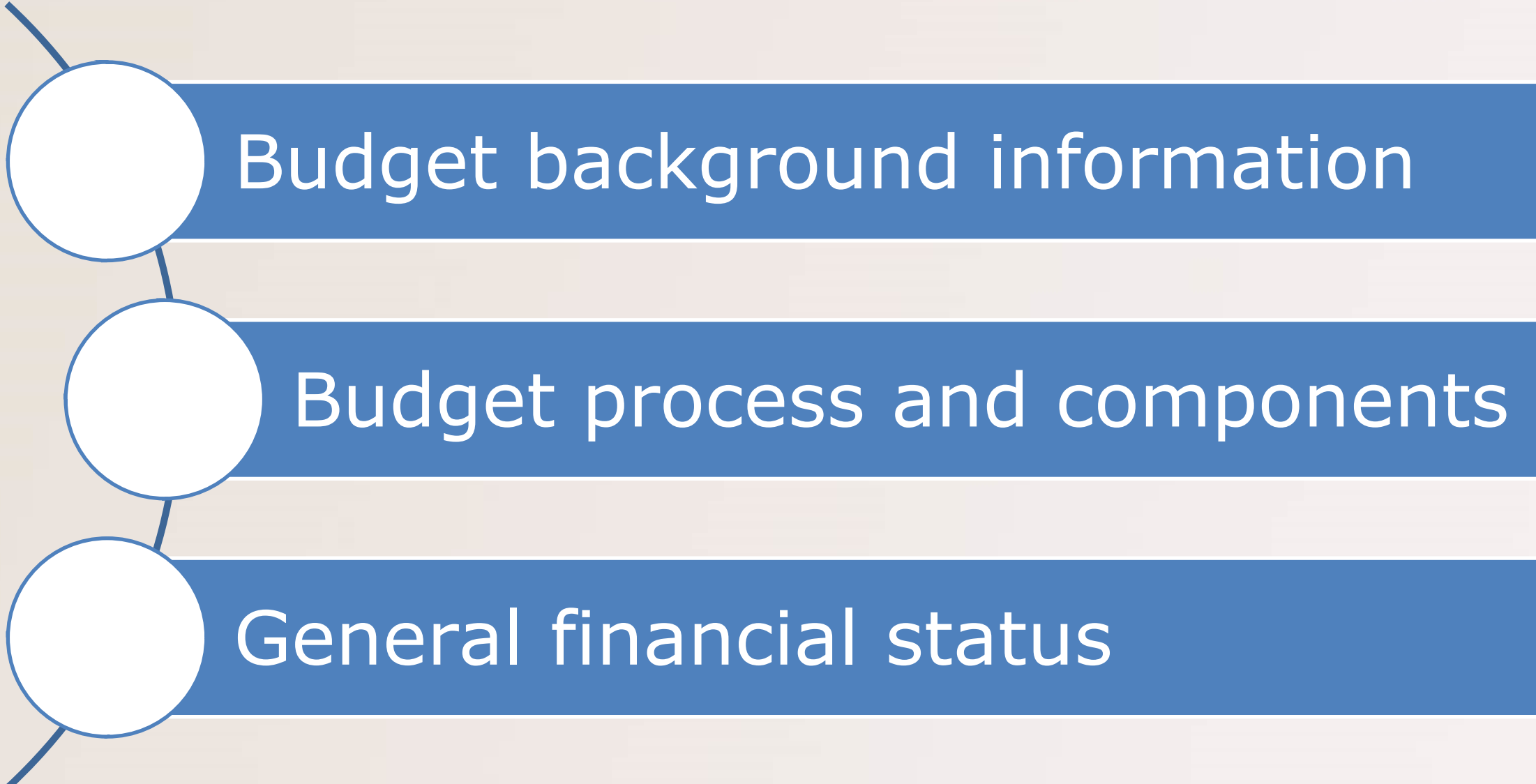
Attachments

- 1. Budget Process Overview Presentation
- 2. FY 2018 Budget Calendar- Revised

Budget Process Overview

City Council Worksession
June 6, 2017

Presentation Overview



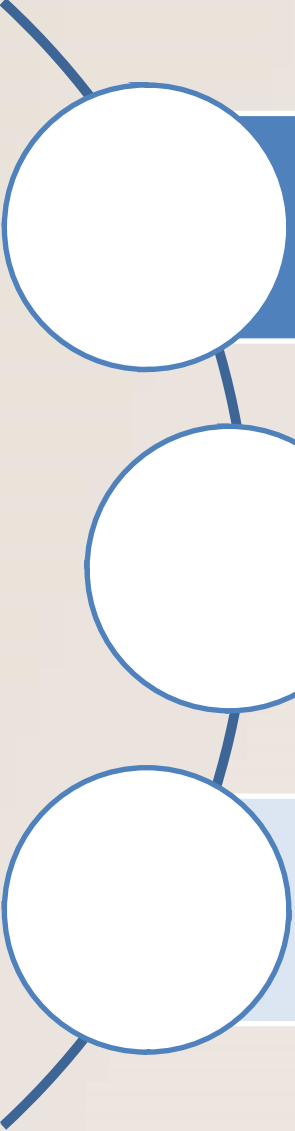
Budget background information

The diagram consists of three white circles arranged vertically on the left side, connected by a thin blue line. Each circle is positioned to the left of a blue rectangular box containing text. The top circle is connected to the top box, the middle circle to the middle box, and the bottom circle to the bottom box. The line starts above the top circle, goes down to it, then continues down to the middle circle, and finally down to the bottom circle.

Budget process and components

General financial status

Presentation Overview

A diagram consisting of three white circles with blue outlines, connected by a blue line. The circles are arranged vertically, with the top circle slightly to the left of the middle one, and the middle one slightly to the left of the bottom one. The line starts from the top left of the top circle, goes down to its right side, then up to the left side of the middle circle, then down to its right side, then up to the left side of the bottom circle, and finally down to its right side.

Budget background information

Budget process and components

General financial status

Background: Major Funds



Operating Funds: an annual expenditure budget is adopted for these funds in a single ordinance

- General Fund
- Utility Fund
- Drainage Fund
- Debt Service Fund

Funds with an annually adopted budget that have other approval and governing requirements:

- Colleyville Crime Control and Prevention District (CCCPD)
- Colleyville Economic Development Corporation (CEDC)

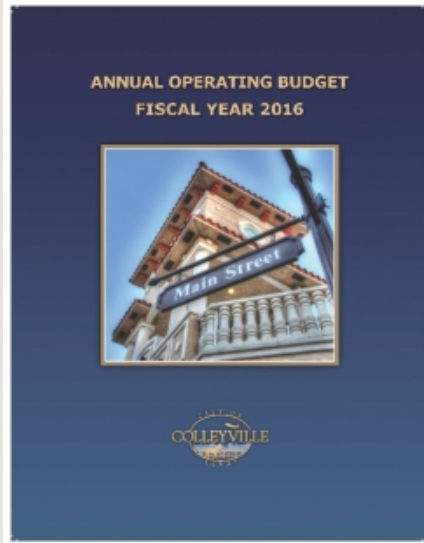
Funds without an annually adopted budget, that serve as internal savings accounts or maintain funds for multi-year projects:

- Capital Projects Fund (revenue source is transfers from the General Fund)
- **(New)** Utility Capital Projects Fund (revenue source is transfers from Utility Fund)
- Vehicle & Equipment Replacement Fund (revenue source is transfers from General Fund)

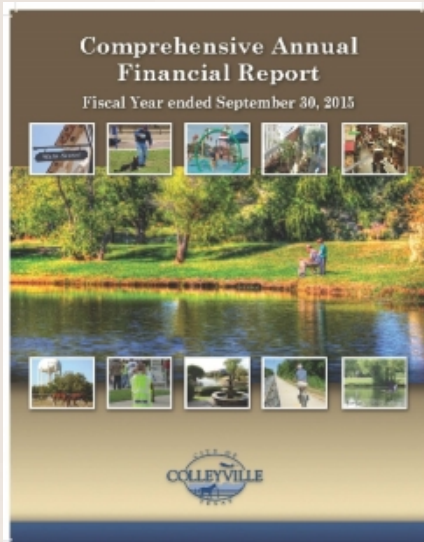
Funds restricted for specific purposes and do not have an annually adopted budget:

- Tax Increment Financing (TIF) District
- Many other smaller funds listed (with \$ balances) later in this presentation

Background: Budget vs. CAFR



- Budget:
 - Looks forward
 - Projects revenues and expenditures
 - Serves as a:
 - Financial plan
 - Policy document
 - Operations guide
 - Communications device



- Comprehensive Annual Financial Report (CAFR)
 - Looks backward
 - Follows General Accepted Accounting Principles (GAAP)
 - Records actual revenues and expenditures
 - Records depreciation expense
 - Asset value often included, in addition to cash

Background: Council Approval



- Formally adopts the budget (expenditures) as a total for each operating fund
- Amends budget if needed during the year and typically at year-end
- Sets the tax rate and all other fees and charges
- Adopts a 5-year CIP by resolution
 - Approval of a plan, not appropriation of funding
- Approves all purchases and contracts over \$50,000



Background: Controls



- City Manager's Office:
 - Authorization to fill personnel vacancies
 - Authorizes change orders under \$50,000
 - Executes contracts as authorized by the Council and contracts under \$50,000
 - Approves all P.O. requests and invoices after department approval and checks for completed CIQ forms for purchases over \$2,500
- Finance:
 - Reviews and approves all P.O. requests and invoices
- Department Heads:
 - May move funds between divisions in their department
 - Approves all P.O. requests and invoices submitted for payment from their budget(s)

Background: Fiscal Year



- October 1 – September 30
- Operating budget money not spent (i.e. expenditures coming in under budget) at September 30th must either be transferred to a non-operating fund (to set aside/save) or it rolls back into fund balance and must be “re-appropriated” by Council
- Similarly, any revenues received above what is needed to cover expenditures rolls into fund balance at year-end unless it is specifically set aside
- For a number of years fund balance continued to grow due to revenues exceeding expectations and expenditures coming in under budget (Colleyville budgets and projects very conservatively)
 - This is how we can afford the \$1M draw down of fund balance for street maintenance each year through FY 2018

Background: Budget Amendment



Historically the City Council has approved a budget amendment in September to set aside (transfer to the Capital Projects Fund) certain funds at year-end:

- Any excess funds, also referred to as “revenues over expenditures”, (from revenues coming in higher than expected or expenditures coming in under budget) have been set aside for specific purposes to avoid continually adding to fund balance
 - Example: FY 2016 budget amendment set aside all General Fund revenues over expenditures (\$850K) to transfer to the Capital Projects Fund for future capital projects (this balance either funds future CIP projects or is used to cover project costs when bids come in higher than projected in the 5-Year CIP)
- Funds for specific purposes, but have not been fully spent by year-end
 - Example: FY 2016 budget amendment preserved remaining contractual services money (\$11,206) in the Community Development budget for the purpose of making Land Development Code updates to align with the Comprehensive Plan

Background: Tax Rate Components

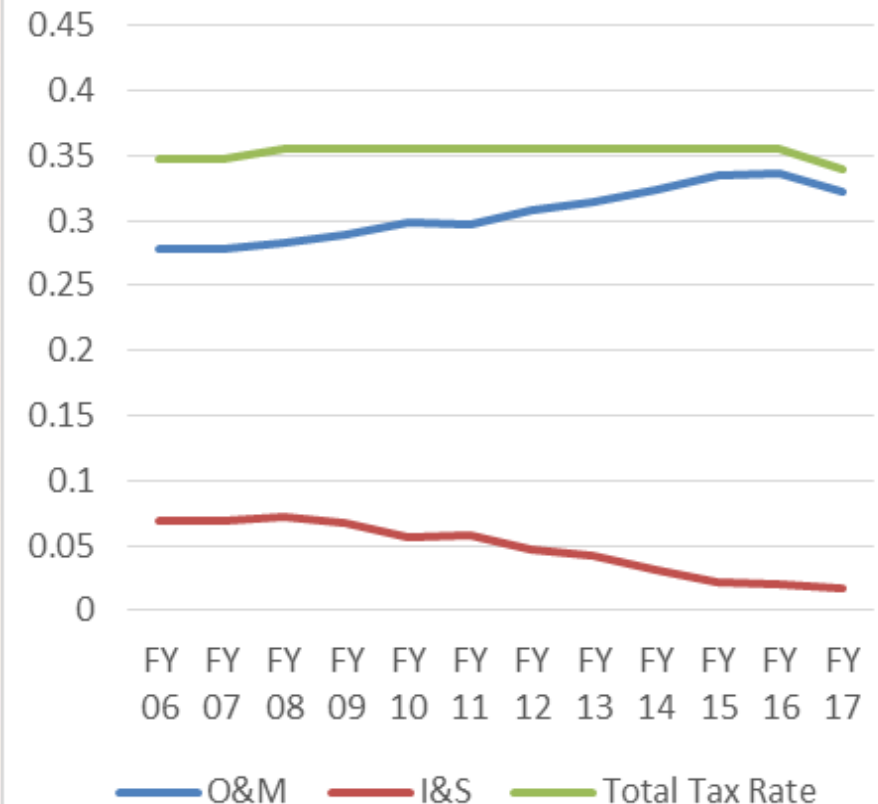


- Property tax rates have two components:
 - Maintenance & Operations (M&O) tax rate – General Fund
 - Interest & Sinking (I&S)/debt service tax rate – Debt Service Fund

FY 2017 Tax Rate Breakdown

Operating Portion	\$0.32191
Debt Portion	<u>\$0.01722</u>
Total Tax Rate	\$0.33913

Colleyville Property Tax Rate History



Background: Tax Rate



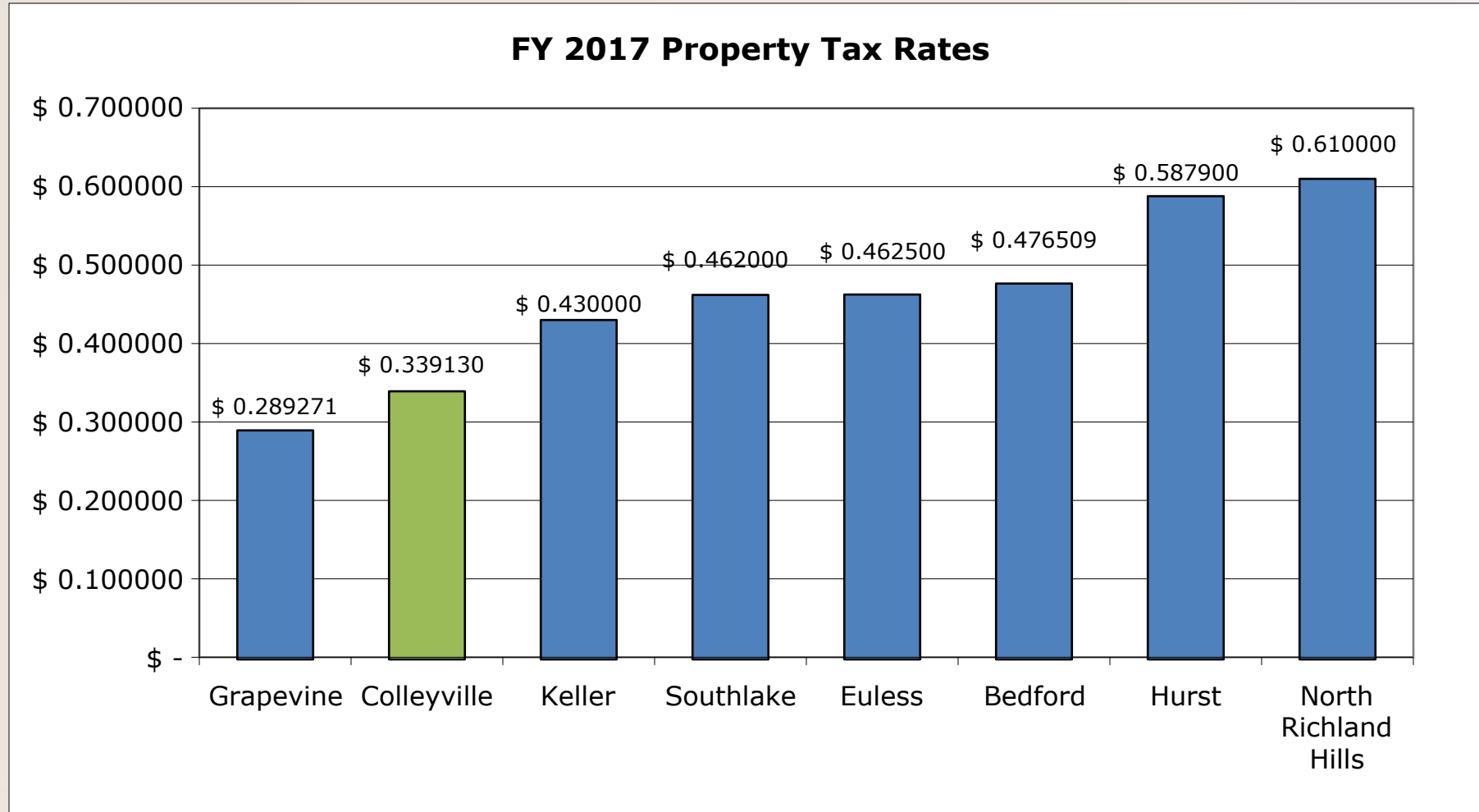
- Effective Tax Rate:
 - The rate that would produce the same amount of taxes if applied to the same properties taxed in both years (i.e. without new construction)
- Rollback Tax Rate:
 - Calculates an effective rate for just M&O portion of the tax rate
 - M&O effective rate plus 8% + debt service tax rate = rollback rate
 - If a taxing unit adopts a rate above the rollback rate, voters may petition for an election on the tax increase to "roll back" to the rollback rate
- Charter Limitations:
 - Any tax rate set per budget year shall not result in an ad valorem tax revenue increase greater than 7% of the total ad valorem tax revenue collected in the preceding budget unless authorized by the voters of the City at a special election (excludes additional ad valorem revenue attributed to construction); \$1.50 max rate

Background: Tax Rate Procedures



- Governed by state law called "Truth in Taxation"
- Tarrant Appraisal District (TAD)
 - Appraises property, certifying value by July 25th (95% complete after protests)
- Tax Assessor-Collector (GCISD)
 - Provides the Appraisal Roll, as sworn by TAD
 - Certifies an anticipated collection rate (typically 100% for Colleyville)
 - Uses software that is updated to reflect current state law
 - Calculates effective and rollback tax rates
 - Determines what notices, public hearings, and specific motion/ordinance language is needed
 - Manages collection of property taxes
- August 8th Budget Worksession:
 - Submission of effective and rollback calculations to City Council
 - Submission of Certified Appraisal Roll & certified collection rate
- August 15th City Council meeting
 - Vote to state intended tax rate (determines public notice language & what public hearings are required)
 - Vote to schedule public hearings on the tax rate, if needed

Background: Tax Rate Comparison

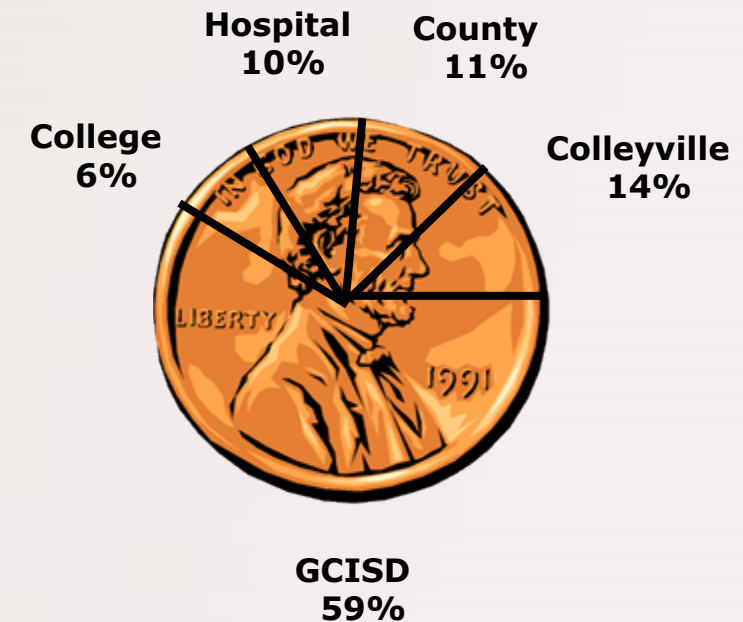


Background: Overlapping Tax Rates

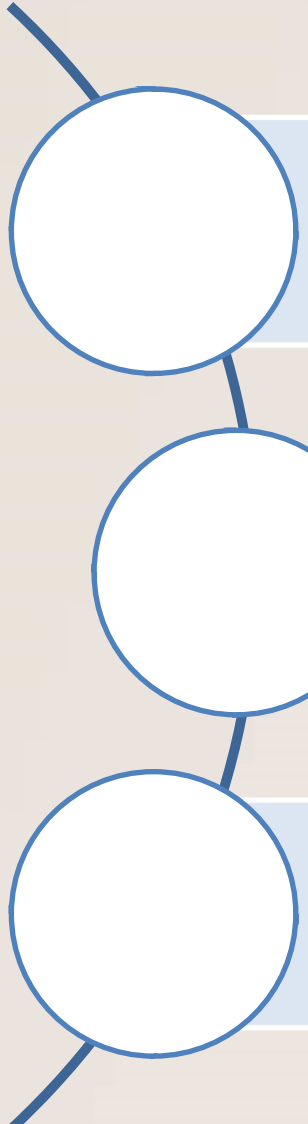


	FY 2017 Adopted
GCISD	\$1.3967
Colleyville	0.33913
County	0.2540
Hospital	0.227897
College	0.14473
Total	\$2.36

FY 2017



Presentation Overview

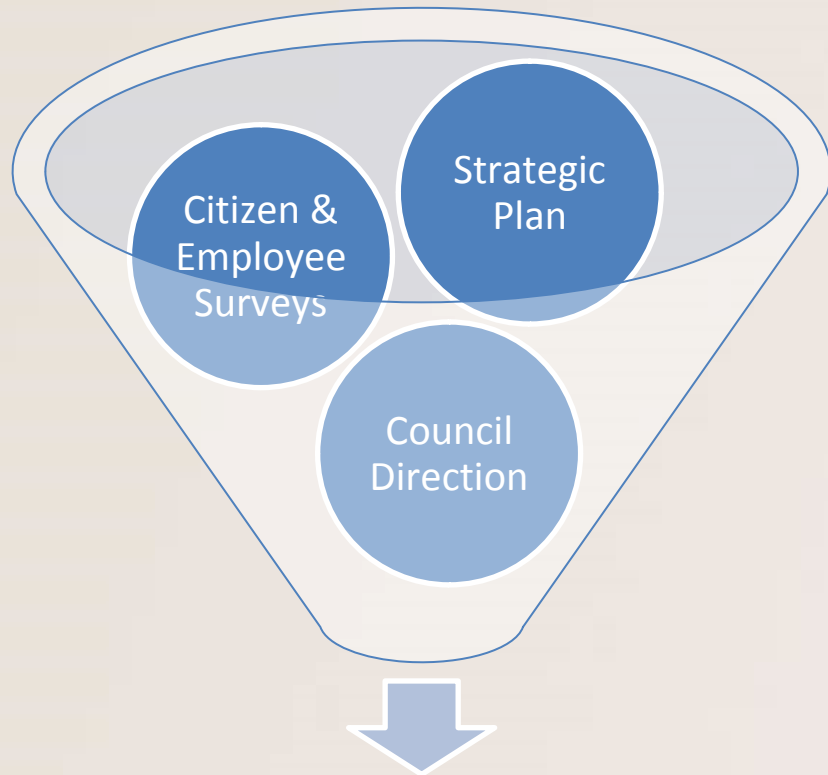
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Budget background information

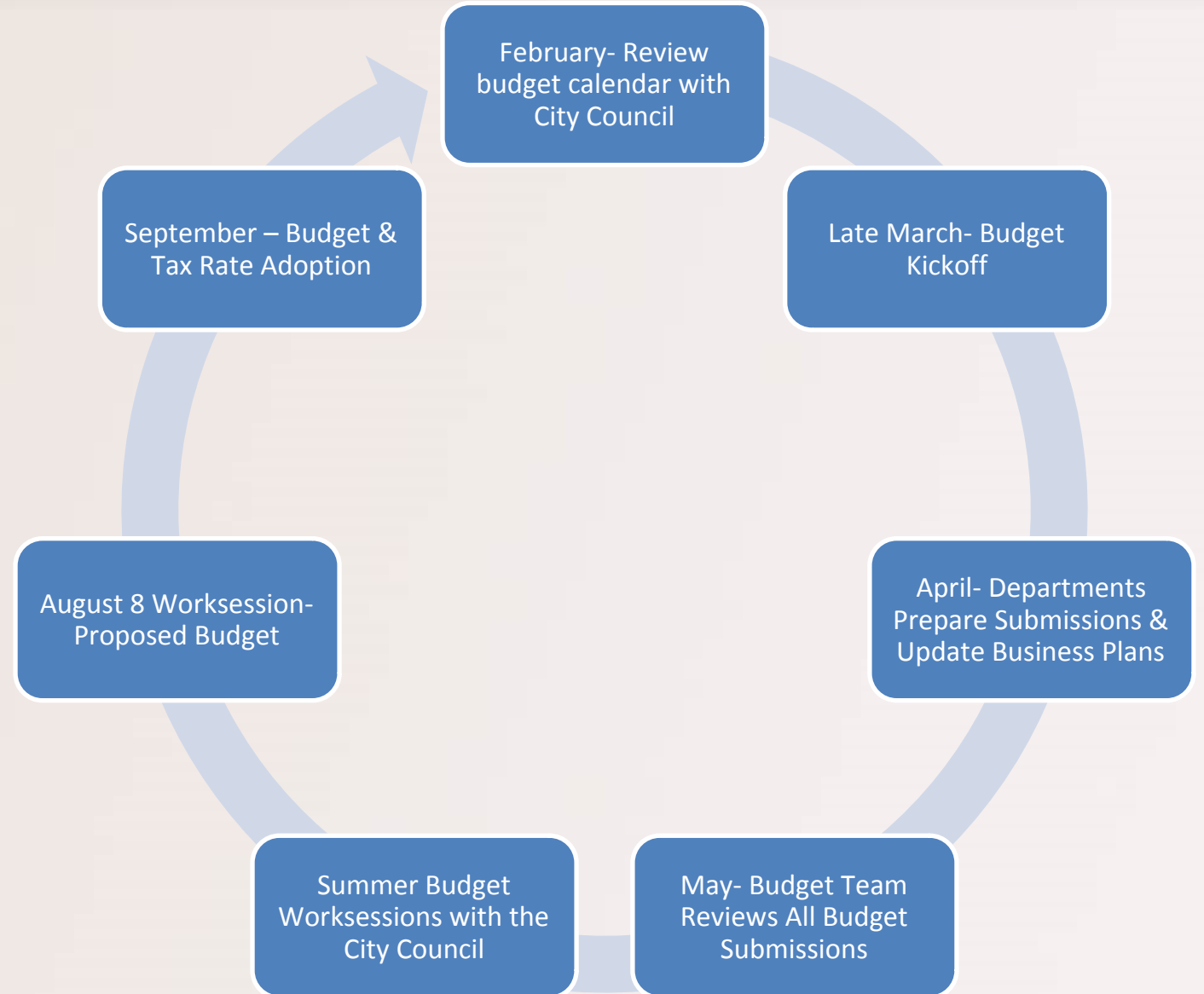
Budget process and components

General financial status

Budget Process: Overview



Department Business Plans



Budget Process: Budget Kickoff

- Prior to Budget Kickoff, the Budget Calendar agreed upon by City Council in February is distributed to staff for scheduling around key dates
- Kickoff meeting is typically held in late March (FY 2018 Budget Kickoff was March 30, 2017)
- Kickoff agenda and purpose is to review the following with staff:
 - Budget process
 - Expectations- resources should fund current programs and services before considering new/expanded services
 - Deadlines
 - Mechanical “how to’s” and walk through tutorials in budget software



Budget Process: Department Submissions



- Each department begins the budget process by reviewing the current year line-item detail
 - Subtract: budget \$ for items that are no longer needed
 - Add: cost increases that are anticipated for contracts or supplies (ex. Increased costs for software maintenance contracts, or chemicals for athletic fields, etc.)
- Direction to staff: move \$ between line items to offset increases with other reductions to the greatest extent possible without reducing service levels
- April 14th: deadline for departments to submit their budgets after this initial “scrub” that eliminates funding no longer needed and adds funding necessary to maintain the current service level

Budget Process: Department Submissions



Departments also submit several other items during the next phase of the budget process:

- Revenue estimates for fees and charges
- Additional funding requests
 - to fully fund the current service level
 - for service level enhancements
- Capital Improvement Plan (CIP) Project Requests

Budget Process: Budget Team Review

Budget Team: City Manager, Interim Asst. City Manager, ACM/Director of Public Safety, CFO, Accounting Manager, Human Resources Director, Strategic Services Manager

Department Meetings with Budget Team

- First two weeks of May
- 0.5 – 3 hours with every department
- Review:
 - Budget line item detail in each fund to discuss cost increases & identify any additional cost savings
 - Additional funding requests
 - CIP requests
- Flag items that could be funded with Special Revenue Funds (reduce burden on General Fund)
- Flag items that could be funded through savings in the current fiscal year





Budget Process: Vehicle Replacement

During the annual budget process (April/May), replacement schedules are updated

Replacement Schedule	Forecasting Period	Funding Source	Methodology	Annual Amount
Police Vehicles	5 years	CCCPD Fund	CCCPD Annual Budget	\$230,000 - \$300,000
Fire Apparatus	40 years	General Fund contributes annually to "savings account"	Annual Transfer from General Fund to Vehicle & Equipment Replacement Fund beginning FY17	\$150,000
General Fund Vehicles & Mobile Equipment	15 years	General Fund contributes annually to "savings account"	Annual Transfer from General Fund to Vehicle & Equipment Replacement Fund	\$221,000
Utility Fund Vehicles & Mobile Equipment	15 years	Utility Fund contributes annually to "savings account"	Annual set aside of funds to a dedicated cash account in the Utility Fund	\$81,000
Drainage Fund Vehicles & Mobile Equipment	15 years	Drainage Fund	Drainage Fund Annual Budget; may internally finance over multiple years by borrowing from Colleyville Tomorrow Fund if needed	Varies

Budget Process: Other Replacements

During the annual budget process (April/May), replacement schedules are updated

Replacement Schedule	Replacement Frequency	Funding Source	Methodology	Annual Amount
Police Weapons (handguns & tasers)	Oldest each year	CCCPD Fund	CCCPD Annual Budget	\$10,000
Police In-Car Computers	6 years (kept for 2 vehicle cycles)	CCCPD Fund contributes annually to "savings account"	Annual Transfer from CCCPD Fund to Vehicle & Equipment Replacement Fund	\$10,000
Fire Airpacks	10 years	General Fund contributes annually to "savings account"	Annual Transfer from General Fund to Vehicle & Equipment Replacement Fund beginning FY17	\$26,706
Technology Hardware (computers, servers, phones, switches, security cameras, etc.)	Varies	General Fund contributes annually to "savings account"	Annual Transfer from General Fund to Vehicle & Equipment Replacement Fund	\$117,000
Building Systems	Varies	Various	Forecast needs and include in annual budgets as funding allows	Varies

Budget Process: Budget Worksessions

June 6th Budget Worksession

- Review background information & budget process to date
- Review general financial status

June 13th Budget Worksession

- Line item review of the budget (FY 2018 preliminary numbers that include non-discretionary increases)

July 13th Budget Worksession

- Discussion of the 5-Year CIP
- Review changes based on updated cost estimates, funding availability, and priority

August 8th Budget Worksession:

- Proposed Budget is presented
- Seek direction from the City Council on any desired changes

August 24th Budget Worksession:

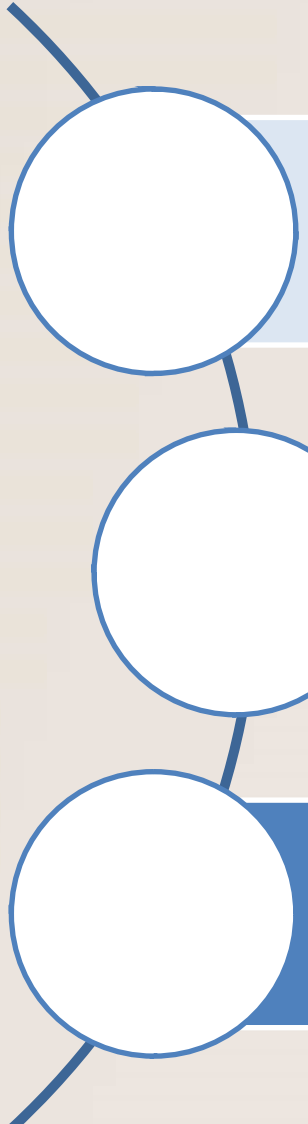
- Further discussion of Proposed Budget and any revisions prior to 1st and 2nd reading of the budget ordinance

Agency Agreements



Agency	FY11 Funding	FY12 Funding	FY13 Funding	FY14 Funding	FY15 Funding	FY16 Funding	FY17 Funding	FY18 Requested	FY18 Funding
Colleyville Chamber of Commerce	\$4,425	\$4,425	\$4,825	\$5,200	\$5,200	\$4,240	\$3,740	\$5,900	
GRACE	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$10,000	
Alliance for Children	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	
Metroport Meals on Wheels	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$12,000	
Safe Haven	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	
Special Needs Assistance Partners (SNAP)	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	
Total:	\$26,925	\$26,925	\$27,325	\$27,700	\$27,700	\$26,740	\$26,240	\$32,900	\$0
MHMR of Tarrant County	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Keep Colleyville Beautiful	\$3,000	\$3,000	\$3,000	\$3,000	\$0	\$0	\$0	\$0	\$0

Presentation Overview



Budget background information

The diagram consists of three white circles with blue outlines, connected by a blue line. The circles are arranged vertically, with the top circle connected to the middle circle, and the middle circle connected to the bottom circle. The bottom circle is also connected to a diagonal line extending from the bottom left. Each circle is positioned to the left of a corresponding text box.

Budget process and components

General financial status

Background: Fund Balance



Governmental Funds (General & Debt Service Funds)

- Fund balance = an accounting distinction for the difference between assets and liabilities; broken up into five categories
 1. Nonspendable (assets not in spendable form)
 2. Restricted (restricted by external parties, like grants)
 3. Committed (for specific purposes; requires formal Council action)
 4. Assigned (intent for specific purpose expressed by Council)
 5. Unassigned (residual classification that includes all amounts not contained in other categories; technically available for any purpose) → fund balance used for budget projections

Enterprise Funds (Utility & Drainage Funds)

- CAFR does not use “fund balance” terminology and net position amounts include amounts that are not spendable/available
- Fund balance, for the purpose of determining available reserves similar to unassigned fund balance in Governmental Funds, is a calculated amount sometimes referred to as “working capital”

Fund Balance Policy



- Financial policies: minimum unassigned fund balance of 90 days of the current year's budgeted expenditures
 - For handling emergencies
 - Preserve the City's credit ratings
- Amounts above the 90 day minimum may be used for one-time or capital expenditures

Operating Funds	FY 2017 90-day minimum	Unassigned Fund Balance/Working Capital	Origin/As of date	Notes
General Fund	\$5,752,544	\$8,719,620	9/30/16 CAFR unassigned fund balance	-\$1M for FY17 draw down reduces to approx. \$7.7M; -\$1M for FY18 to approx. \$6.7M
Utility Fund	\$3,824,857	\$6,993,489*	5/15/17 working capital projection	After creating Utility CIP Fund
Drainage Fund	\$183,317	\$1,357,958*	9/30/16 cash & equiv.	Accumulated for CIP projects; -\$0.5M in FY17 draw down for Master Plan to approx. \$0.86M
Debt Service Fund	\$457,160	\$760,501	9/30/16 CAFR	Balance used for down-payments on lease-purchases

*provided by Interim CFO; projection methodologies are being evaluated by new CFO

Special Revenue Funds



Library, Parks, Recreation, & Colleyville Center

Fund	Available at 9/30/16	Revenue Source	Purpose/Restrictions on Use of Funds
Voluntary Park	\$ 821,529	Donations through utility bills	New or existing park capital costs (no M&O)
Voluntary Library	413,453	Donations through utility bills	Library activities- primarily purchase of books and materials (no M&O)
Tree Preservation	14,042	Tree mitigation fees	Tree replanting on City-owned property
Library Donation	139,223	Donations	Library needs or as specified by donor
Recreational Event	10,606	Event revenue (like sale of tables)	Special events expenses
Parks Tomorrow	1,036,049	Gas leases on City park property	Parks capital projects
Parkland Dedication	1,775,893	Fees on new residential & commercial development	Acquisition of land for new park sites or improvements/expansions of existing parks (no M&O)
Kidsville Maintenance	20,237	Remaining donations	Kidsville maintenance
Colleyville Economic Dev. Corporation (CEDC)	3,456,897	0.5 cent sales tax	For Library, Parks, and Colleyville Center; max. 10% of promotional expenses and special events

Special Revenue Funds



Public Safety & Courts

Fund	Available at 9/30/16	Revenue Source	Purpose/Restrictions on Use of Funds
Police Asset Forfeiture	\$ 2,112	Seizures	Police operations as restricted by law
Crime District (CCCPD)	1,483,659	0.5 cent sales tax	Public safety and crime control activities
LEOSE	2,618	State of Texas	Police training
Court Technology	121,820	Municipal court technology fee	Court technology repairs, replacements, and upgrades
Court Security	68,228	Municipal court building security fee	Security-related expenses for the court (Bailiff)
Juvenile Case Manager	25,094	Juvenile case manager fee	Staff who handle juvenile defendants and their training

Special Revenue Funds



Capital Projects or Facilities

Fund	Available at 9/30/16	Revenue Source	Purpose/Restrictions on Use of Funds
Colleyville Tomorrow	\$ 2,257,797	Gas leases on City property	Capital purchases; \$394,700 committed for installation of City-owned fiber
CEDC Capital Project	65,794	Bond proceeds	Bond projects: Library, City Park, McPherson Park, Colleyville Center capital projects
Colleyville Center Development	5,857	Donations	Colleyville Center
TDPA Grant (EECBG Grant)	8,133	U.S. Dept. of Energy	Energy efficiency projects
Tax Increment Financing District (TIF)	17,514,247 (cash & inv.)	Incremental A/V revenue in the TIF District	Projects in the Project Plan approved by all TIF partners

Capital Projects Fund



Detail/Description of Balances	Amounts as of 5/25/17
Committed for FY 2016 and FY 2017 CIP projects	\$8,924,450
Future CIP projects (cash & investments) - primary savings account	1,529,898
Future SH26 enhancements (lighting, benches, etc.)	972,652
Future sidewalk construction	50,000
Comm. Dev. Contractual services (preserved by FY16 budget amendment)	11,207
Fire Station 1 bay doors	66,000
Future facilities projects (generator- TBD)	74,735
SH26 Reconstruction Management- Communications	48,885
SH26 Reconstruction Management- SH26 Coordinator	75,971
Perimeter Street Fees escrows (cash and investments)	2,653,117
Tree Ordinance escrows	60,975
Sidewalk escrows	345,428
Street impact fees (Service Area I - \$176K / Service Area II - \$1.9M)	2,086,732
Future Service Center construction	831,155
Misc. Cash accounts and investment income	44,738
2007 G.O. Bonds – remaining	100,981
TOTAL	\$17,876,924

Utility Capital Projects Fund



Detail/Description of Balances	Amounts as of 5/25/17
Committed for FY 2016 and FY 2017 CIP projects	\$2,340,448
Unrestricted for future utility CIP projects (cash & investments)	1,388,635
Utility vehicle replacement savings	114,853
Escrows & developer agreements	97,717
Future Service Center construction	127,415
Water impact fees (cash & investments) available for future eligible utility CIP projects	2,525,195
Wastewater impact fees (cash & investments) available for future eligible utility CIP projects	700,317
TOTAL	

Special Revenue Funds



Other City Purposes	Fund Balance at 9/30/16	Revenue Source	Purpose/Restrictions on Use of Funds
Vehicle and Equipment Replacement (VERF)	\$ 976,792	Transfers from the General Fund	Committed to server, equipment, and vehicle replacements
Strategic Initiatives Fund	398,979	Transfers from the General Fund	Programs/projects linked to the strategic plan; primarily used on eco. dev. incentives
Sales Tax Incentive Fund	360,911	2006 Transfer from the General Fund	Sales tax incentive agreements; seeking City Attorney opinion on future utilization of these funds
Recycling Fund	1,627	Solid Waste Franchise Fee	Recycling program; primarily used for HHW disposal at Clean Sweep and ECC
Public Art	7,904	2008-2009 Transfers from General, Utility, Drainage, & CEDC Funds	Public Art
Special Donations		Donations	Only restricted if specified by donor
Parks	11,407	-	
Police	6,550	-	
Fire	16,004	-	
Seniors	9,898	-	
Recreation	1,991	-	
Community Wellness	15,000	-	Baylor Challenge- to further community wellness

Next Steps: Meeting Dates



June 2017

Su	M	Tu	W	Th	F	Sa
				1	2	3
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11	12	13	14	15	16	17
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25	26	27	28	29	30	

June

6-Jun Budget Worksession (budget process overview)

City Council

9-Jun Publish CCCPD budget public hearing notice (Board)

Strategic Services

13-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
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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

Next Steps: Meeting Dates



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

Next Steps: Meeting Dates



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)
1st reading of ordinance for utility base rate 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)
2nd reading of ordinance for utility base rate changes (if needed) | City Council |

Questions and Discussion

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
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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
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
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March

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

April 2017

Su	M	Tu	W	Th	F	Sa
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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
	FY 2018 Department Business Plans due	Departments

May 2017

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
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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

6-Jun	Budget Worksession (budget process overview)	City Council
9-Jun	Publish CCCPD budget public hearing notice (Board)	Strategic Services
13-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
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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
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
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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
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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) 1st reading of ordinance for utility base rate 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) 2nd reading of ordinance for utility base rate changes (if needed)	City Council

October 2017						
Su	M	Tu	W	Th	F	Sa
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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
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November

November	Create vouchers and mail checks for Agency Contracts	City Secretary
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December 2017						
Su	M	Tu	W	Th	F	Sa
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24	25	26	27	28	29	30
31						

December

December	Adopted Budget due to GFOA 90 days after adoption	Strategic Services
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City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-2

Agenda Date 06/06/2017

Type Worksession

Department Public Works

Title

Discussion of crosswalks at multiple locations, including Bransford Road and City Park

Strategic Plan

Explanation

This item is placed on the agenda at the request of Mayor Pro Tem Lindamood. Staff will facilitate a discussion on the use of crosswalks and specifically address the location of Bransford Road near City Park.

Attachments

1. Crosswalks Discussion Presentation
2. Pedestrian Crossing Evaluations (May 2017)
3. Bedford Road Crosswalk Evaluation

Crosswalks Discussion

**City Council Worksession
June 6, 2017**

Definition of Crosswalk

The transportation code identifies a "Crosswalk" as:

- the portion of a roadway, including an intersection, designated as a pedestrian crossing by surface markings, including lines;

or

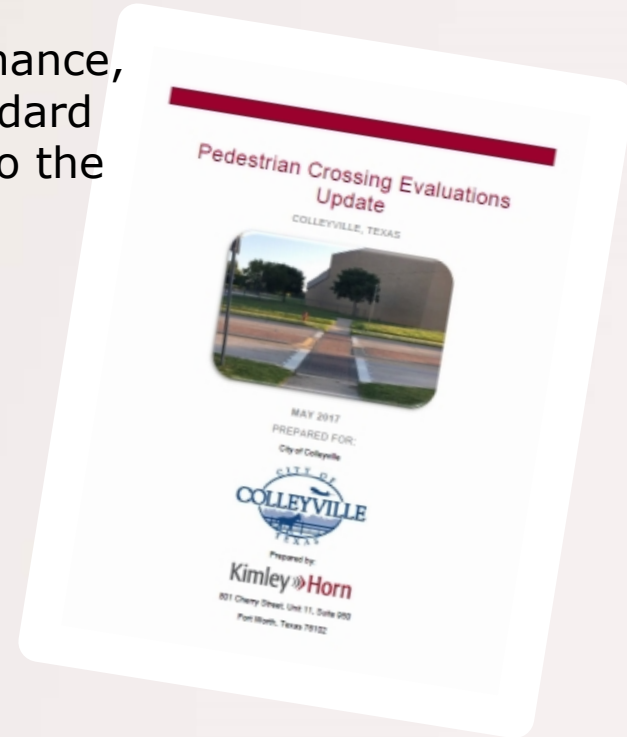
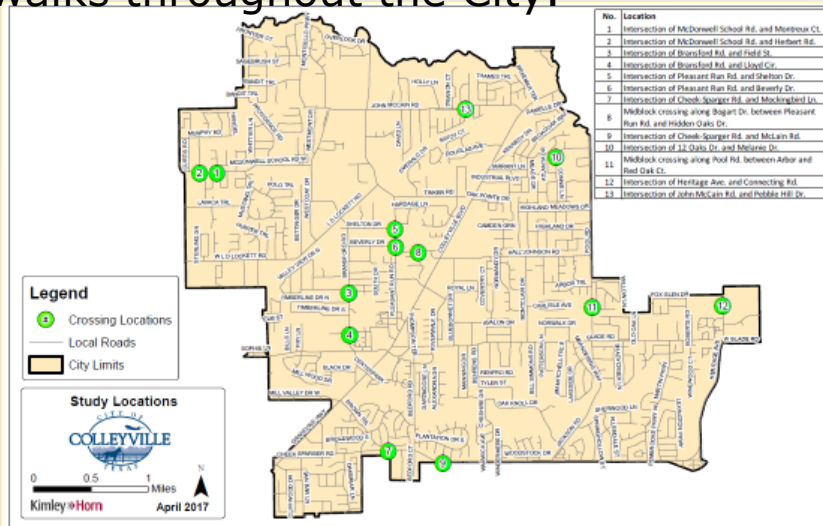
- the portion of a roadway at an intersection that is within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or, in the absence of curbs, from the edges of the traversable roadway.



Assessment & Recommendations



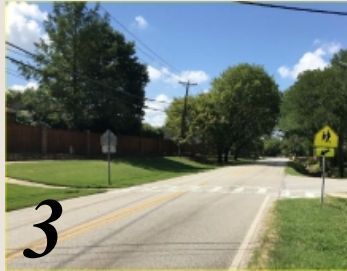
- The City recently engaged the services of an engineering firm to provide an assessment, evaluation, and recommendations regarding several marked crosswalks throughout the City;
- The evaluation provides recommendations for maintenance, identifies areas for improvement, and suggests a standard crosswalk concept which will help provide uniformity to the crosswalks throughout the City.



Location 1

This location is along Bransford Road approximately 2,000' north of Glade Road

- This crossing has been requested by Mayor Pro Tem Lindamood in response to concerns with pedestrian activity associated with City Park
 - 1 – Location of requested crossing, at the entrance to City Park
 - 2 – An existing crosswalk at the intersection of Field Street and Bransford Road (2,700' north of Glade Road)
 - 3 – An existing crosswalk at Lloyd Circle and Bransford Road (850' north of Glade Road)



Location 2

This location is along Heritage Avenue approximately 1,900' north of Cheek-Sparger Road

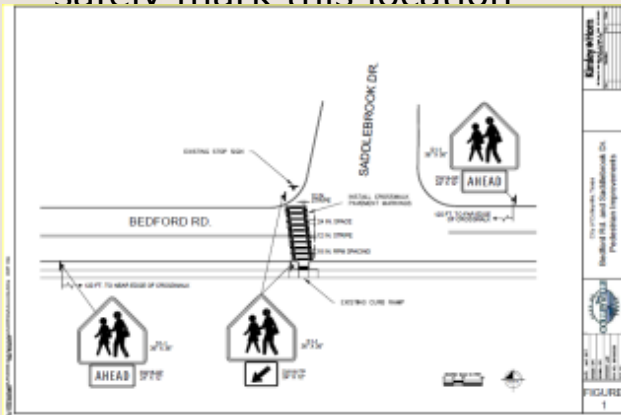
- This crossing is being proposed by the City of Euless in order to connect the newly constructed regional trail to the existing trail that runs adjacent to Heritage Avenue on the west side in the City of Colleyville
- The City of Euless is proposing to install the markings and signage as shown on the exhibit and will coordinate with the City of Colleyville, as this roadway is within City of Colleyville jurisdiction



Location 3

This location is along Bedford Road approximately 1,100' north of Cheek-Sparger Road

- This crossing was marked in prior years (image from 2007) and provides a connection to the neighborhoods located near Sparger Park
- The adjacent neighborhood has requested the marked crosswalk be reestablished
- The location has been assessed by the Pedestrian Crossing Evaluation, in order to make recommendations for the signage to adequately and safely mark this location



Questions and Discussion

Pedestrian Crossing Evaluations Update

COLLEYVILLE, TEXAS



MAY 2017

PREPARED FOR:

City of Colleyville



Prepared by:

Kimley»Horn

801 Cherry Street, Unit 11, Suite 950

Fort Worth, Texas 76102

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Table 3. Detailed Pedestrian Crossing Concerns and Recommendations	11
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INTRODUCTION

Thirteen (13) existing marked pedestrian crossings located within the City of Colleyville, Texas, were evaluated to determine whether the existing pedestrian treatments were appropriate based on current best practices and guidelines outlined in the *Texas Manual on Uniform Traffic Control Devices (Texas MUTCD)* and NCHRP Report 562 *Improving Pedestrian Safety at Signalized Crossings*.

Recommendations for improvements were made to bring locations into compliance with the *Texas MUTCD* and improve pedestrian safety by applying current best practices. Field observations and measurements were all used to assess each crossing location.

OVERVIEW OF BEST PRACTICES

Research was reviewed on practices for evaluating and improving pedestrian crossings in major pedestrian-friendly cities in the United States, including Chicago and Boston. The following section documents the best practices identified.

The research indicated that midblock crossings are only appropriate at locations with adequate sight distance. Once adequate sight distance has been confirmed, the “Guidelines for Pedestrian Crossing Treatments” worksheet developed in conjunction with NCHRP Report 562 is a tool that can be used to evaluate midblock crossings to determine what type of pedestrian treatments should be provided based on the following input values:

- 85th percentile speed;
- Population of surrounding area;
- Peak-hour pedestrian volume;
- Peak-hour major road volume;
- Pedestrian crossing distance;
- Pedestrian walking speed;
- Pedestrian start-up time and end clearance time; and
- Expected motorist compliance at pedestrian crossing.

The worksheet then classifies the crossings into “Red”, “Yellow”, and “Green” categories to represent different pedestrian treatment types, including:

- Green
 - o Standard – encompasses standard markings and pedestrian crossing signs.
 - o Enhanced – involves the use of constant warning signs, markings, or beacons to improve visibility.
- Yellow
 - o Active – includes devices designed to display a warning only when pedestrians are present or crossing the street.
- Red
 - o Red Indications or Traffic Signal – includes devices that display a circular red indication to motorists, a roundabout, OR the installation of a traffic signal.

To create a cohesive standard, “Green” will include Standard and Enhanced treatments, “Yellow” will include Active treatments, and “Red” will include Red or Traffic Signal.

TOOLBOX

The toolbox lists recommendations for pedestrian crossing treatments once a location is classified as “Green,” “Yellow,” and “Red.”

CATEGORY: “GREEN”

Methods to Reduce Pedestrian Crossing Distance

- **Bump Outs:** Curb extensions to reduce vehicle turning speeds and distance for pedestrian to cross.
- **Pedestrian Refuge Islands:** Angled in the “Z” form to direct pedestrian focus towards oncoming traffic.

Methods to Reduce Vehicle Speeds

- **“Skinny Streets” or Road-Diet:** Narrows streets to force vehicles to reduce speeds (best for minor arterials and collectors with appropriate traffic).
- **Vertical Traffic Calming:** Speed tables/humps, raised intersections (best for low volume streets or at crossings with high volumes of pedestrians and signage should be considered if installed).
- **Reduce Neighborhood Speed Limits to 20 mph:** 95% chance pedestrians would survive if hit by car at 20 mph vs 60% chance of survival at 30 mph and 20% chance of survival at 40 mph.¹
- **Chicanes:** Preferred over vertical traffic calming on residential streets.

Crosswalk Improvements

- **Crosswalk Lighting:** Best for urban and suburban corridors without continuous street lighting.
- **Crosswalk Marking Patterns:** Standard, continental, diagonal, and ladder (continental usually preferred due to higher visibility, especially at mid-block uncontrolled crossings).

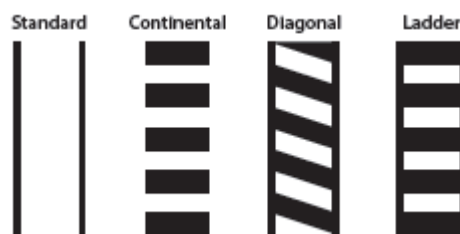


Figure 1: Crosswalk Striping

- **Raised Crosswalks**

- *Enhanced Crosswalk*: Can only be used at intersections when they are secondary to other traffic control devices. Made with standard dimensions but with two decorative bands along the pedestrian path of travel.
- *Contrast Pavement Markings*: On concrete roadways utilizing a black contrast backing behind the white crosswalks can enhance visibility of the crossing during the day time.

Advanced Yield/Pavement Markings

- *Yield Markings*: Within 20'-50' of crosswalk. Should be staggered. Less effective on four-lane roadways under 25 mph or less. Must be staggered with the yield lines closer to the crosswalk in one lane than the other.
- *Rumble Strips*
- *In-Street Yield to Pedestrian Signs*: Typically used in business districts, school crossings, and other high pedestrian volume locations. Best on low speed, two lane roads.
- *Zig-Zag Pavement Markings*: Leading to crosswalk to reduce speed and create awareness of a crosswalk. Would advise signage along with pavement markings.



Figure 2: Zig-Zag Pavement Marking Example ²



Figure 3: Zig-Zag Pavement Marking Example ²

CATEGORY: "YELLOW"

- *In-Pavement Flashing Lights*
- *Rectangular Rapid Flashing Beacon*: Can be used when a signal is not warranted. Not appropriate for intersections with signals or stop signs. Can be used in conjunction with yield markings and signs. This method has the highest crash reduction at 78-100%.³

CATEGORY: "RED"

- *Pedestrian Hybrid Beacon System*: 69% vehicle pedestrian crash reduction and 29% reduction in total crashes. ³
- *Traffic Signals*: Three strategies to reduce the risk for pedestrians at signalized intersections include an exclusive left-turn phase when pedestrians are present, countdown pedestrian signal heads, and a leading pedestrian interval into the timing plan.

STUDY LOCATIONS

Table 1 lists each crossing location evaluated in Colleyville, Texas. The surrounding streets and existing crossing treatment are also listed. A map of these location is also provided in **Figure 1**.

Table 1. Study Locations

	Location	Surrounding Streets	Existing Crossing Treatment
1	Intersection of McDonwell School Rd. and Montreux Ct.	Talbot Tr. is to the West and Bordeaux Park is to the East	Ladder crosswalk pavement markings, white RPMs, School Area (S1-1) signs with downward arrow (SW16-7P) plaques (EB and WB), and advance School Area (S1-1) sign with AHEAD (SW16-9P) plaque (WB only). Existing pavement is asphalt.
2	Intersection of McDonwell School Rd. and Herbert Rd.	Curtis Rd. is to the West and Cimmaron Tr. is the East	Continental crosswalk pavement markings, white RPMs, School Area (S1-1) signs with downward arrow (SW16-7P) plaques (EB and WB), and advance School Area (S1-1) sign with AHEAD (SW16-9P) plaque (EB only). Existing pavement is concrete.
3	Intersection of Bransford Rd. and Field St.	Oak Valley Dr. is to the North and Timberline Dr. is to the South	Ladder crosswalk pavement markings, white RPMs, and School Area (S1-1) signs with downward arrow (SW16-7P) plaques (NB and SB). Existing pavement is asphalt.
4	Intersection of Bransford Rd. and Lloyd Cir.	Glade Rd. is to the South and Cottage Oak Ln. is to the North	Ladder crosswalk pavement markings, white RPMs, and School Area (S1-1) signs with downward arrow (SW16-7P) plaques (NB and SB). Existing pavement is asphalt.
5	Intersection of Pleasant Run Rd. and Shelton Dr.	Cooks Ln. is to the North and Beverly Dr. to the South	Ladder crosswalk pavement markings, white RPMs, and School Area (S1-1) signs with downward arrow (SW16-7P) plaques (NB and SB). Existing pavement is asphalt.
6	Intersection of Pleasant Run Rd. and Beverly Dr.	Shelton Dr. is to the North and Bogart Dr. to the South	Ladder crosswalk pavement markings, white RPMs, and School Area (S1-1) signs with downward arrow (SW16-7P) plaques (NB and SB). Existing pavement is asphalt.

Table 1. Study Locations (cont.)

	Location	Surrounding Streets	Existing Crossing Treatment
7	Intersection of Cheek-Sparger Rd. and Mockingbird Ln.	Wayne Rd. is to the East and Brown Tr. is to the West	Ladder crosswalk pavement markings, white RPMs, and School Area (S1-1) signs with downward arrow (SW16-7P) plaques (EB and WB). Existing pavement is asphalt.
8	Midblock crossing along Bogart Dr.	Hidden Oaks Dr. is to the East and Pleasant Run Rd. to the West	Standard crosswalk markings with brick pavers in between, white RPMs, and School Area (S1-1) signs with downward arrow (SW16-7P) plaques (EB and WB). Existing pavement is concrete.
9	Intersection of Cheek-Sparger Rd. and McLain Rd.	Tara Dr. is to the East and Bedford Ct. to the West	Ladder crosswalk pavement markings, white RPMs, School Area (S1-1) signs with downward arrow (SW16-7R) plaques (EB and WB), and advance flasher assembly with School Area (S1-1) signs and AHEAD (SW16-9P) plaques (EB and WB). Existing pavement is asphalt.
10	Intersection of 12 Oaks Dr. and Melanie Dr.	India Ct. is to the North and Tarleton Dr. is to the South	Continental crosswalk pavement markings, white RPMs, School Area (S1-1) signs with downward arrow (SW16-7R) plaques (NB and SB), and advance flasher assembly with School Area (S1-1) signs and AHEAD (SW16-9P) plaques (NB and SB). Existing pavement is concrete.
11	Midblock crossing along Pool Rd.	Arbor Tr. is to the North and Red Oak Ct. is to the South	Continental crosswalk pavement markings, white RPMs, School Area (S1-1) signs with downward arrow (SW16-7R) plaques (NB and SB), and advance School Area (S1-1) signs with AHEAD (SW16-9P) plaques (NB and SB). Existing pavement is concrete.
12	Intersection of Heritage Ave. and Connecting Rd.	Heritage Oaks Dr. is to the South and Hall-Johnson Rd. is to the North	Ladder crosswalk pavement markings, white RPMs, School Area (S1-1) signs with downward arrow (SW16-7R) plaques (NB and SB), and advance School Area (S1-1) signs with AHEAD (SW16-9P) plaques (NB and SB). Existing pavement is concrete.
13	Intersection of John McCain Rd. and Pebble Hill Dr.	Rosebrook is to the East and Trianon Ct. is to the West	Standard crosswalk pavement markings, Pedestrian Crossing (W11-2) signs with downward arrow (W16-7P) plaques (EB and WB), and advance Pedestrian Crossing (W11-2) signs with AHEAD (W16-9P) plaques (EB and WB). Existing pavement is concrete.

Note: RPM = Reflectorized Pavement Marker

FIELD OBSERVATIONS & RECOMMENDATIONS

Field visits to the thirteen (13) crossings were completed on July 19, 2016 and April 11, 2017 to document existing signs, pavement markings, pedestrian crossing distances, and other notable items relevant to the study including motorist behavior and physical condition of existing pedestrian accommodations, including the following:

- Existing roadway geometry (lane and crosswalk pavement markings, lane and crosswalk widths)
- Posted speed limit;
- Distance to nearest signalized intersection;
- Crosswalk located within a school speed zone;
- Number of vehicle travel lanes in each direction;
- Motorist yielding compliance to pedestrians in or near the crosswalk;
- Condition of crosswalk pavement markings (worn or good);
- Obstructions blocking existing signs or crosswalk pavement markings;
- Pedestrian crossing distance; and
- Other notable items.

A summary of field measurements and observations is provided in Appendix **Table A1**.

Night time field visits were also made on September 12, 2016 and April 5, 2017 to observe the existing street lighting conditions at each of the study locations. Two locations (intersection of Cheek-Sparger Rd. at McLain Rd. and intersection of Heritage Ave. at Connecting Rd.) provided street lights at both ends of the crosswalk. These locations provided adequate lighting of the crosswalk and areas where pedestrians would typically wait to cross the street. The remaining locations did not have street lighting adequate enough for motorists to be able to see pedestrians crossing the street or waiting to cross the street at night. However, the existing reflectorized pavement markers along all study location crosswalks provide increased visibility of the crosswalks at night compared to thermoplastic markings only.

Five major categories were analyzed during the field visits. Potential concerns were identified in the following categories:

- 1) **Visibility:** Crosswalk pavement markings or warning signs are occluded by either permanent or temporary obstructions. Adequate sight distance of the sidewalk was checked by driving toward the crosswalk and looking for obstructions to the motorist's visibility of the pedestrian path of travel.
- 2) **Pavement Markings:** Includes missing or worn-out crosswalk pavement markings. This was checked by walking along the crosswalk and performing a visual inspection. It is recommended that the City consider installing black contrast backing behind the white crosswalks to enhance visibility of the crossing during the day time where crosswalks are installed on concrete roadways.
- 3) **Vehicular:** Includes low motorist yielding compliance to pedestrians in or near the crosswalk. Motorist yielding compliance was checked by field crew members waiting at the curb, acting as a

pedestrian wanting to cross the street in the crosswalk to see whether motorists would reduce their speed and/or stop for pedestrians.

- 4) **Lighting:** Qualitative observations were made to determine if the crosswalk was well lit during the night. Adequate lighting was defined as the crosswalk and areas where pedestrians would typically wait to cross the street being illuminated by adjacent street lights.
- 5) **ADA Compliance:** A detailed ADA compliance reviews were not completed as part of this project; however, some typical concerns seen in the field included missing curb ramps, transitions between the existing curb ramp and street that had vertical discontinuities greater than ¼ inch, existing curb ramps with ponding in the curb ramp run, landing or flares, and vertical discontinuities within the marked crosswalks greater than ¼ inch.

Table 2 provides a summary of the concerns that were identified at each crossing. **Table 3** provides detailed information about each issue and recommendations for improvement. Based on the existing crosswalk pavement markings, existing warning signage for pedestrians, and observed motorist behavior at all project locations, detailed vehicle and pedestrian volumes and 85th percentile vehicles were not collected because either the existing pedestrian treatment was consistent with current best practices or a conservative recommendation for improvement was made based on engineering judgement that resulted in similar recommendations provided in the NCHRP Report 562. For example, installation of a rectangular rapid flashing beacon (RRFB) with push button activation is the most conservative recommendation in the NCHRP report with the exception of installing a HAWK beacon or traffic signal. The installation of a RRFB was recommended as part of this study at where there were visibility concerns that may not be able to be addressed with alternative solutions or where there was low motorist yield compliance.

Table 2. Pedestrian Crossing Identified Concerns

Location		Concern			
		Visibility	Pavement Markings	Vehicular	Lighting
1	Intersection of McDonwell School Rd. and Montreux Ct.		X		X
2	Intersection of McDonwell School Rd. and Herbert Rd.	X	X		X
3	Intersection of Bransford Rd. and Field St.				X
4	Intersection of Bransford Rd. and Lloyd Cir.				X
5	Intersection of Pleasant Run Rd. and Shelton Dr.				X
6	Intersection of Pleasant Run Rd. and Beverly Dr.				X
7	Intersection of Cheek-Sparger Rd. and Mockingbird Ln.	X	X	X	X
8	Midblock crossing along Bogart Dr. between Pleasant Run Rd. and Hidden Oaks Dr.	X	X		X
9	Intersection of Cheek-Sparger Rd. and McLain Rd.				

Table 2. Pedestrian Crossing Identified Concerns (cont.)

	Location	Concern			
		Visibility	Pavement Markings	Vehicular	Lighting
10	Intersection of 12 Oaks Dr. and Melanie Dr.		X		X
11	Midblock crossing along Pool Rd. between Arbor Tr. and Red Oak Ct.		X		X
12	Intersection of Heritage Ave. and Connecting Rd.		X		
13	Intersection of John McCain Rd. and Pebble Hill Dr.		X		X

Table 3. Detailed Pedestrian Crossing Concerns and Recommendations

	Location	Issue	Recommendation
1	Intersection of McDonwell School Rd. and Montreux Ct.	No street lighting exists.	Install street lighting to properly illuminate the crosswalk and areas where pedestrians would typically wait to cross the street.
		Standard crosswalk pavement markings are missing from a portion of the crosswalk.	Install standard crosswalk pavement markings where missing.
2	Intersection of McDonwell School Rd. and Herbert Rd.	Tree on northeast corner obstructs motorist view of pedestrians waiting on this corner.	Remove tree or install push button-activated rectangular rapid flashing beacon assembly.
		Timber pole obstructs view of School Area (S1-1) sign with AHEAD (SW16-9P) plaque for eastbound drivers.	Relocate School Area (S1-1) sign with AHEAD (SW16-9P) plaque upstream of timber pole.
		No standard crosswalk pavement markings are installed.	Consider installing standard crosswalk pavement markings for consistency with other locations.
		Existing street lighting does not adequately illuminate the crosswalk and areas where a pedestrian would typically wait to cross the street.	Install street lighting to properly illuminate the crosswalk and areas where pedestrians would typically wait to cross the street.
		No existing black contrast backing on crosswalk pavement markings.	Install black contrast backing on existing crosswalk pavement markings.
3	Intersection of Bransford Rd. and Field St.	Existing street lighting does not adequately illuminate the crosswalk and areas where a pedestrian would typically wait to cross the street.	Install street lighting to properly illuminate the crosswalk and areas where pedestrians would typically wait to cross the street.
4	Intersection of Bransford Rd. and Lloyd Cir.	Existing street lighting does not adequately illuminate the crosswalk and areas where a pedestrian would typically wait to cross the street.	Install street lighting to properly illuminate the crosswalk and areas where pedestrians would typically wait to cross the street.
		Sidewalk on northwest corner has drainage ditch drop-off without edge protection.	Consider install hand railing.

Table 3. Detailed Pedestrian Crossing Concerns and Recommendations (cont.)

	Location	Issue	Recommendation
5	Intersection of Pleasant Run Rd. and Shelton Dr.	No street lighting exists.	Install street lighting to properly illuminate the crosswalk and areas where pedestrians would typically wait to cross the street.
6	Intersection of Pleasant Run Rd. and Beverly Dr.	No street lighting exists.	Install street lighting to properly illuminate the crosswalk and areas where pedestrians would typically wait to cross the street.
7	Intersection of Cheek-Sparger Rd. and Mockingbird Ln.	Trees on northeast corner obstruct motorist view of warning signs at the crosswalk.	Trim trees to provide visibility of warning signs.
		Vehicles were observed going faster than the posted speed limit and there was low motorist compliance when field team attempted to cross the street.	Install push button-activated rectangular rapid flashing beacon assembly.
		Ladder crosswalk pavement markings are worn.	Refresh ladder crosswalk pavement markings.
		Existing street lighting does not adequately illuminate the crosswalk and areas where a pedestrian would typically wait to cross the street.	Install street lighting to properly illuminate the crosswalk and areas where pedestrians would typically wait to cross the street.
8	Midblock crossing along Bogart Dr. between Pleasant Run Rd. and Hidden Oaks Dr.	Trees along the eastbound approach obstruct motorist view of warning signs at the crosswalk.	Remove trees and/or provide advance warning signage upstream of the trees: School Area (S1-1) sign with AHEAD (SW16-9P) plaque.
		Existing street lighting does not adequately illuminate the crosswalk and areas where a pedestrian would typically wait to cross the street.	Install street lighting to properly illuminate the crosswalk and areas where pedestrians would typically wait to cross the street.
		No existing black contrast backing on crosswalk pavement markings.	Install black contrast backing on existing crosswalk pavement markings.
9	Intersection of Cheek-Sparger Rd. and McLain Rd.	Sidewalk on southwest corner has drainage ditch drop-off without edge protection. The south side of the roadway is outside the Colleyville city limits but is within the Bedford city limits.	Consider install hand railing.
10	Intersection of 12 Oaks Dr. and Melanie Dr.	Existing advance warning flashers were not flashing.	Confirm that flashers are working as intended.
		No standard crosswalk pavement markings are installed.	Consider installing standard crosswalk pavement markings for consistency with other locations.
		Existing street lighting does not adequately illuminate the crosswalk and areas where a pedestrian would typically wait to cross the street.	Install street lighting to properly illuminate the crosswalk and areas where pedestrians would typically wait to cross the street.
		No existing black contrast backing on crosswalk pavement markings.	Install black contrast backing on existing crosswalk pavement markings.

Table 3. Detailed Pedestrian Crossing Concerns and Recommendations (cont.)

	Location	Issue	Recommendation
11	Midblock crossing along Pool Rd. between Arbor Tr. and Red Oak Ct.	Part of two continental crosswalk pavement marking stripes are missing.	Install missing continental crosswalk pavement markings.
		No standard crosswalk pavement markings are installed.	Consider installing standard crosswalk pavement markings for consistency with other locations.
		No street lighting exists.	Install street lighting to properly illuminate the crosswalk and areas where pedestrians would typically wait to cross the street.
		No existing black contrast backing on crosswalk pavement markings.	Install black contrast backing on existing crosswalk pavement markings.
12	Intersection of Heritage Ave. and Connecting Rd.	No existing black contrast backing on crosswalk pavement markings.	Install black contrast backing on existing crosswalk pavement markings.
13	Intersection of John McCain Rd. and Pebble Hill Dr.	No continental crosswalk pavement markings are installed.	Consider installing continental crosswalk pavement markings for consistency with other locations.
		No Reflectorized Pavement Markers (RPMs) are installed.	Consider installing RPMs for consistency with other locations.
		Existing street lighting does not adequately illuminate the crosswalk and areas where a pedestrian would typically wait to cross the street.	Install street lighting to properly illuminate the crosswalk and areas where pedestrians would typically wait to cross the street.
		No existing black contrast backing on crosswalk pavement markings.	Install black contrast backing on existing crosswalk pavement markings.
		Pedestrian Crossing (W11-2) signs with downward arrow (W16-7P) plaques (EB and WB) and advance Pedestrian Crossing (W11-2) signs with AHEAD (W16-9P) plaques (EB and WB) are used.	Consider replacing with School Area (S1-1) signs with downward arrow (SW16-7R) plaques (EB and WB) and advance School Area (S1-1) signs with AHEAD (SW16-9P) plaques (EB and WB) for consistency with other locations.

CONCLUSIONS

Field evaluations and a review of past research were used to evaluate thirteen (13) existing marked pedestrian crossings located within the City of Colleyville, Texas. Literature review included an overview of best practices in major pedestrian-friendly cities and guidelines recommended from national standards and past research.

Overall, the observed project locations have adequate crosswalk pavement markings and pedestrian warning signage, which are consistent with current best practices. Minor opportunities for improvements have been identified within this report.

From observations made and data collected during field visits, the four major types of concerns found included visibility, pavement markings, vehicular concerns, and lighting. ADA compliance was also a concern at most crossing locations, but a compliance review was not completed as part of this study.

The intersection of Cheek-Sparger Rd. and McLain Rd. was found to have adequate pedestrian crossing treatments. Concerns were found at the other study locations as summarized below. All corrective actions are detailed in **Table 3**.

The following crossing locations have concerns with obstructions occluding the view of the crosswalk, warning signs, or pedestrians waiting to cross the street:

1. Intersection of McDonwell School Rd. and Herbert Rd.
2. Intersection of Cheek-Sparger Rd. and Mockingbird Ln.
3. Midblock crossing along Bogart Dr. between Pleasant Run Rd. and Hidden Oaks Dr.

The following crossing locations would benefit from additional crosswalk pavement markings:

1. Intersection of McDonwell School Rd. and Montreux Ct.
2. Intersection of McDonwell School Rd. and Herbert Rd.
3. Intersection of Cheek-Sparger Rd. and Mockingbird Ln.
4. Midblock crossing along Bogart Dr. between Pleasant Run Rd. and Hidden Oaks Dr.
5. Intersection of 12 Oaks Dr. and Melanie Dr.
6. Midblock crossing along Pool Rd. between Arbor Trail and Red Oak Ct. W.
7. Intersection of Heritage Ave. and Connecting Rd.
8. Intersection of John McCain Rd. and Pebble Hill Dr.

The following crossing location had concerns with motorist yield compliance:

1. Intersection of Cheek-Sparger Rd. and Mockingbird Ln.

The following crossing locations had concerns with lighting:

1. Intersection of McDonwell School Rd. and Montreux Ct.
2. Intersection of McDonwell School Rd. and Herbert Rd.
3. Intersection of Bransford Rd. and Field St.
4. Intersection of Bransford Rd. and Lloyd Cir.
5. Intersection of Pleasant Run Rd. and Shelton Dr.
6. Intersection of Pleasant Run Rd. and Beverly Dr.

7. Intersection of Cheek-Sparger Rd. and Mockingbird Ln.
8. Midblock crossing along Bogart Dr. between Pleasant Run Rd. and Hidden Oaks Dr.
9. Intersection of 12 Oaks Dr. and Melanie Dr.
10. Midblock crossing along Pool Rd. between Arbor Trail and Red Oak Ct. W.
11. Intersection of John McCain Rd. and Pebble Hill Dr.

REFERENCES

1. Boston Transportation Department. "Boston Complete Streets Design Guidelines." Boston Complete Streets. N.p., 2013. Web. 11 August 2016.
2. Chicago Department of Transportation (n.d.). Chicago Pedestrian Plan. Retrieved 6 July 2016 from http://www.cityofchicago.org/content/dam/city/depts/cdot/supp_info/ChicagoPedestrianPlan.pdf
3. Minnesota Department of Transportation, Office of Traffic, Safety and Technology. "Report 2013-22: Minnesota's Best Practices for Pedestrian/Bicycle Safety." Minnesota Department of Transportation. N.p., September 2013. Web. 6 July 2016.
4. TCRP/NCHRP (2016). Improving Pedestrian Safety at Unsignalized Crossings. Retrieved 6 July 2016 from http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_rpt_562.pdf
5. Virginia Transportation Research Council & Dougald, L. E. (2010, December). Best Practices in Traffic Operations and Safety. Retrieved 6 July 2016 from http://www.virginiadot.org/vtrc/main/online_reports/pdf/11-r9.pdf

Table A1. Summary of Field Observations

	Location	Posted Speed Limit (mph)	Proximity to Signal?	Located in School Zone?	N-S/E-W Number of Lanes	Motorist Compliance	Condition of Crosswalk Markings	Qualitative Sight Distance as Driver	Pedestrian Crossing Distance, curb to curb (ft.)	Adequate Lighting?
1	McDonnell School Road at Montreux Court	30	NO	NO	1/1	HIGH	GOOD	GOOD	48.5	NO
2	McDonnell School Road at Herbert Road	30	NO	YES	1/1	HIGH	GOOD	GOOD	57	NO
3	Bransford Road and Field Street	30	NO	NO	1/1	HIGH	GOOD	GOOD	22	NO
4	Bransford Road and Lloyd Circle	30	NO	NO	1/1	HIGH	GOOD	GOOD	28	NO
5	Pleasant Run Road and Shelton Drive	30	NO	YES	1/1	HIGH	GOOD	GOOD	23.5	NO
6	Pleasant Run Road and Beverly Drive	30	NO	YES	1/1	HIGH	GOOD	GOOD	33	NO
7	Cheek-Sparger Road and Mockingbird Lane	30	YES	NO	1/1	LOW	WORN	GOOD	66.5	NO
8	Bogart and to the West of Hidden Oaks Drive	20	NO	YES	1/1	HIGH	GOOD	GOOD	33	NO
9	Cheek-Sparger Road and McClain Road	30	NO	NO	1/1	HIGH	GOOD	GOOD	24.5	YES
10	Twelve Oaks Drive and Melanie Drive	30	NO	NO	1/1	HIGH	GOOD	GOOD	47	NO
11	Pool Road and to the North of Red Oak Court W.	30	NO	YES	2/2	HIGH	GOOD	GOOD	59	NO
12	Heritage Avenue and to the North of Heritage Oaks Drive	30	YES	YES	2/2	HIGH	GOOD	GOOD	63	YES
13	John McCain Road and Pebble Hill Drive	30	NO	NO	1/1	HIGH	GOOD	GOOD	35	NO

PHOTOLOG



Location 1: McDonwell School Rd. at Montreux Ct., Westbound Approach



Location 1: McDonwell School Rd. at Montreux Ct., Looking South



Location 2: McDonwell School Rd. at Herbert Rd., Eastbound Approach



Location 2: McDonwell School Rd. at Herbert Rd., Looking South



Location 3: Bransford Rd. at Field St., Northbound Approach



Location 3: Bransford Rd. at Field St., Looking West



Location 4: Bransford Rd. at Lloyd Cir., Southbound Approach



Location 4: Bransford Rd. at Lloyd Cir., Looking West



Location 5: Pleasant Run Rd. at Shelton Dr., Northbound Approach



Location 5: Pleasant Run Rd. at Shelton Dr., Looking West



Location 6: Pleasant Run Rd. at Beverly Dr., Northbound Approach



Location 6: Pleasant Run Rd. at Beverly Dr., Looking East



Location 7: Cheek-Sparger Rd. at Mockingbird Ln., Westbound Approach



Location 7: Cheek-Sparger Rd. at Mockingbird Ln., Looking South



Location 8: Bogart Dr. at west of Hidden Oaks Dr., Westbound Approach



Location 8: Bogart Dr. at west of Hidden Oaks Dr., Looking North



Location 9: Cheek-Sparger Rd. at McLain Rd., Westbound Approach



Location 9: Cheek-Sparger Rd. at McLain Rd., Looking North



Location 10: 12 Oaks Ln. at Melanie Dr., Northbound Approach



Location 10: 12 Oaks Ln. at Melanie Dr., Looking West



Location 11: Pool Rd. at north of Red Oak Ct. West, Southbound Approach



Location 11: Pool Rd. at north of Red Oak Ct. West, Looking East



Location 12: Heritage Ave. at Connecting Rd., Northbound Approach



Location 12: Heritage Ave. at Connecting Rd., Looking West



Location 13: John McCain Rd. and Pebble Hill Dr., Westbound Approach



Location 13: John McCain Rd. and Pebble Hill Dr., Looking North

MEMORANDUM

To: Jeremy Hutt, P.E., CFM

From: Erin P. Eurek, P.E.

Kimley-Horn and Associates, Inc., TBPE Registration No. F-928

Date: 5/5/17

Subject: Pedestrian Crossing Evaluation at Bedford Rd. and Saddlebrook Dr.

Introduction

The unmarked pedestrian crossing at Bedford Rd. and Saddlebrook Dr., located within the City of Colleyville, Texas, was evaluated to determine what pedestrian treatments were appropriate based on current best practices and guidelines outlined in the Texas Manual on Uniform Traffic Control Devices (Texas MUTCD) and NCHRP Report 562 Improving Pedestrian Safety at Signalized Crossings. Current best practices and guidelines are summarized in Kimley-Horn's *April 2017 Colleyville Pedestrian Crossing Evaluation Update*.

Recommendations for improvements were made to bring the study location into compliance with the Texas MUTCD and improve pedestrian safety by applying current best practices. Field observations and measurements were used to assess the study location.

Existing Conditions

Bedford Rd. and Saddlebrook Dr. is a T-intersection. Plantation Dr. S. is to the south, Somerset Blvd. is to the north, and Inwood Ln. is to the west. Bedford Rd. is a two-lane, north-south roadway with a speed limit of 30 mph. Saddlebrook Dr. serves as an entrance to the Saddlebrook neighborhood and is stop-controlled on the eastbound approach. There is an existing curb ramp on the southeast corner serving the south side of the intersection. There is no curb ramp on the southwest corner.

Field Observations & Recommendations

A field visit was completed on April 11, 2017 to document existing signs, pavement markings, pedestrian crossing distances, and other notable items relevant to the study, including the following:

- Existing roadway geometry (pavement markings; lane and crosswalk widths);
- Posted speed limit;
- Proximity to nearest signalized intersection;
- Pedestrian crossing located within a school speed zone;
- Number of vehicle travel lanes in each direction;

- Motorist yielding compliance to pedestrians at the crossing location;
- Condition of crosswalk pavement markings (good, worn, or missing);
- Obstructions blocking existing signs or pedestrian crossing;
- Pedestrian crossing distance; and
- Other notable items.

A night time field visit was also made on April 5, 2017 to observe the existing street lighting conditions at the study location.

A summary of field measurements and observations is provided in **Table 1**.

Table 1. Summary of Field Observations

Posted Speed Limit (mph)	30
Nearby Signal?	No
Located in School Zone?	No
N-S/E-W Number of Lanes	1/1
Motorist Compliance	Low
Conditions of Crosswalk Pavement Markings	None
Qualitative Sight Distance as Driver	Poor
Pedestrian Crossing Distance, curb to curb (ft.)	39
Adequate Lighting	No

Five major categories were analyzed during the field visits. Potential concerns were identified in the following categories:

- 1) **Possible Visibility Concerns:** Pedestrian crossing or areas where pedestrians would typically wait to cross the street are occluded by either permanent or temporary obstructions. Adequate sight distance of the sidewalk was checked by driving toward the crosswalk and looking for obstructions to the motorist's visibility of the pedestrian path of travel.

Study Location Observations: There is no existing pedestrian signage at the intersection or in advance of the intersection. The sight distance for the pedestrian crossing is limited along the northbound approach due to the vertical curve. The visibility of the areas where pedestrians would typically wait to cross the street at the northwest corner is limited along the southbound approach due to the existing retaining wall along the west side of Bedford Rd.

Recommendations: Install School Area (S1-1) signs with downward arrow (SW16-7P) plaques (NB and SB) at the proposed crosswalk and advance School Area (S1-1) signs with AHEAD (SW16-9P) plaques (NB and SB). The advance School Area signs with AHEAD

plaques shall be installed 120 feet upstream of the School Area signs with downward arrows (see **Figure 1**).

- 2) **Possible Pavement Marking Concerns:** Includes missing or worn-out crosswalk pavement markings. This was checked by walking along the pedestrian path of travel and performing a visual inspection.

Study Location Observations: No existing crosswalk pavement markings were installed at the intersection.

Recommendations: Install both standard and continental crosswalk pavement markings. Install reflectorized pavement markers on the exterior of the proposed crosswalk pavement markings (see **Figure 1**).

- 3) **Possible Vehicular Concerns:** Includes low motorist yielding compliance to pedestrians near the pedestrian crossing. Motorist yielding compliance was checked by field crew members waiting at the curb, acting as a pedestrian wanting to cross the street in the crosswalk to see whether motorists would reduce their speed and/or stop for pedestrians.

Study Location Observations: Motorist yielding compliance was low.

Recommendations: Re-check motorist yielding compliance after implementation of proposed improvements. The City may also want to consider installing temporary flags on the newly installed signs to increase the visibility of the improvements.

- 4) **Possible Lighting Concerns:** Qualitative observations were made to determine if the pedestrian crossing was well lit during the night. Adequate lighting was defined as the crosswalk and areas where pedestrians would typically wait to cross the street being illuminated by adjacent street lights.

Study Location Observations: A luminaire is installed near the existing curb ramp on the east side of Bedford Rd. However, the intersection did not have street lighting adequate for motorists to be able to see pedestrians crossing the street or waiting to cross the street at night.

Recommendations: Install street lighting to properly illuminate the proposed crosswalk and areas where pedestrians would typically wait to cross the street.

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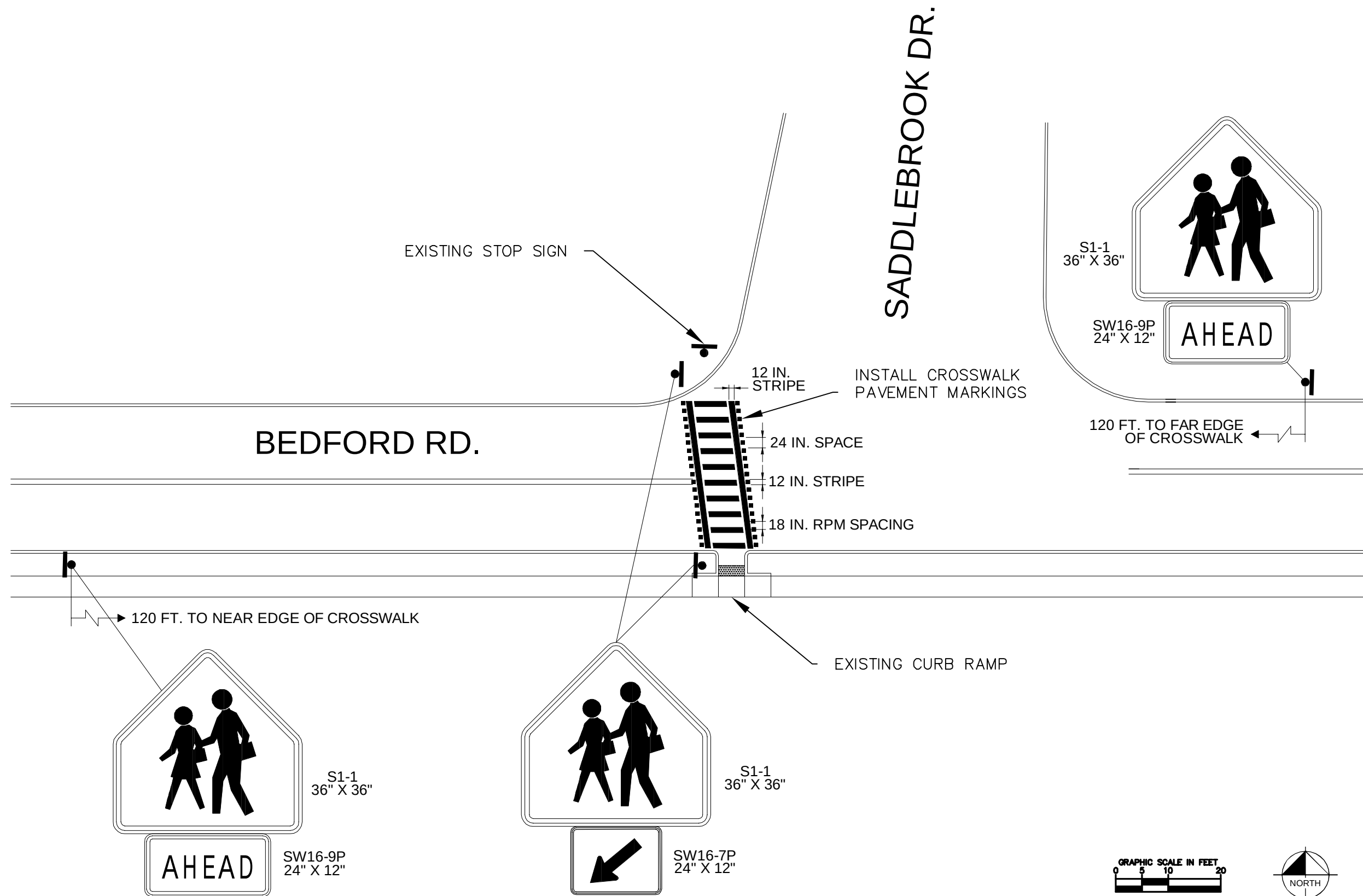


FIGURE
1

DATE: MAY 2017
DESIGN: EPE
DRAWN: EPE
CHECKED: JAW
KHA NO.: 061063035
CITY NO.:



City of Colleyville, Texas
Bedford Rd. and Saddlebrook Dr.
Pedestrian Improvements

Kimley»Horn

801 Cherry St., Suite 550, Unit 11, Ft. Worth, TX 76102 817-335-6511
Texas Registration No. F-5208

No.	Revision	By	Date

- 5) **Possible ADA Compliance Concerns:** A detailed ADA compliance review was not completed as part of this project; however, general observations were made at the study location.

Study Location Observations: There is no receiving curb ramp in the southwest corner to serve the south side of the intersection and the existing curb ramp in the southeast corner had sediment in the landing area, indicating ponding may be an issue during a rain event.

Recommendations: Consider completing a detailed ADA compliance review at the intersection and implement required improvements.

Conclusions

Field observations and a review of past research were used to evaluate the unmarked pedestrian crossing at Bedford Rd. and Saddlebrook Dr. located within the City of Colleyville, Texas.

From observations made and data collected during field visits, the four major types of concerns found included visibility, pavement markings, vehicular concerns, and lighting. ADA compliance was also a concern at the study location, but a compliance review was not completed as part of this study.

Recommended improvements are as follows:

- Install School Area (S1-1) signs with downward arrow (SW16-7P) plaques (NB and SB) at the proposed crosswalk.
- Install advance School Area (S1-1) signs with AHEAD (SW16-9P) plaques (NB and SB) 120 feet upstream of the School Area signs with downward arrows.
- Install both standard and continental crosswalk pavement markings to serve the south side of the intersection.
- Install reflectorized pavement markers on the exterior of the proposed crosswalk pavement markings.
- Install street lighting to properly illuminate the proposed crosswalk and areas where pedestrians would typically wait to cross the street.

Photolog



Bedford Rd. at Saddlebrook Dr., looking East



Bedford Rd. at Saddlebrook Dr., looking West



Bedford Rd. at Saddlebrook Dr., Northbound Approach



Bedford Rd. at Saddlebrook Dr., Southbound Approach



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-3

Agenda Date 06/06/2017

Type Worksession

Department Parks and Recreation

Title

Discussion of future worksession dates for the Parks Master Plan Update

Strategic Plan

- 1.1 Actively involve and engage stakeholders
- 1.4 Communicate thoroughly and strategically
- 3.4 Thoroughly plan for future capital investments and associated costs
- 5.3 Provide attractive facilities for leisure and recreation

Explanation

The Parks and Recreation Master Plan Consultants, Brandstetter Carroll Inc., is requesting a meeting with the City Council. The intent of this standalone worksession is to provide the City Council with a Master Plan update and discuss the Council's vision for Parks and Recreation. Brandstetter Carroll Inc., will update the City Council on where we are with the plan, what steps are next, and facilitate an interactive discussion about what direction the City Council would like to see for our parks, recreation, trails, and open spaces.

Brandstetter Carroll Inc., is proposing the following date options for the worksession:

June 27
June 28
June 29
July 12
July 17

Attachments

1. Worksession Options Slide

Parks & Recreation Master Plan Worksession

Worksession Options:

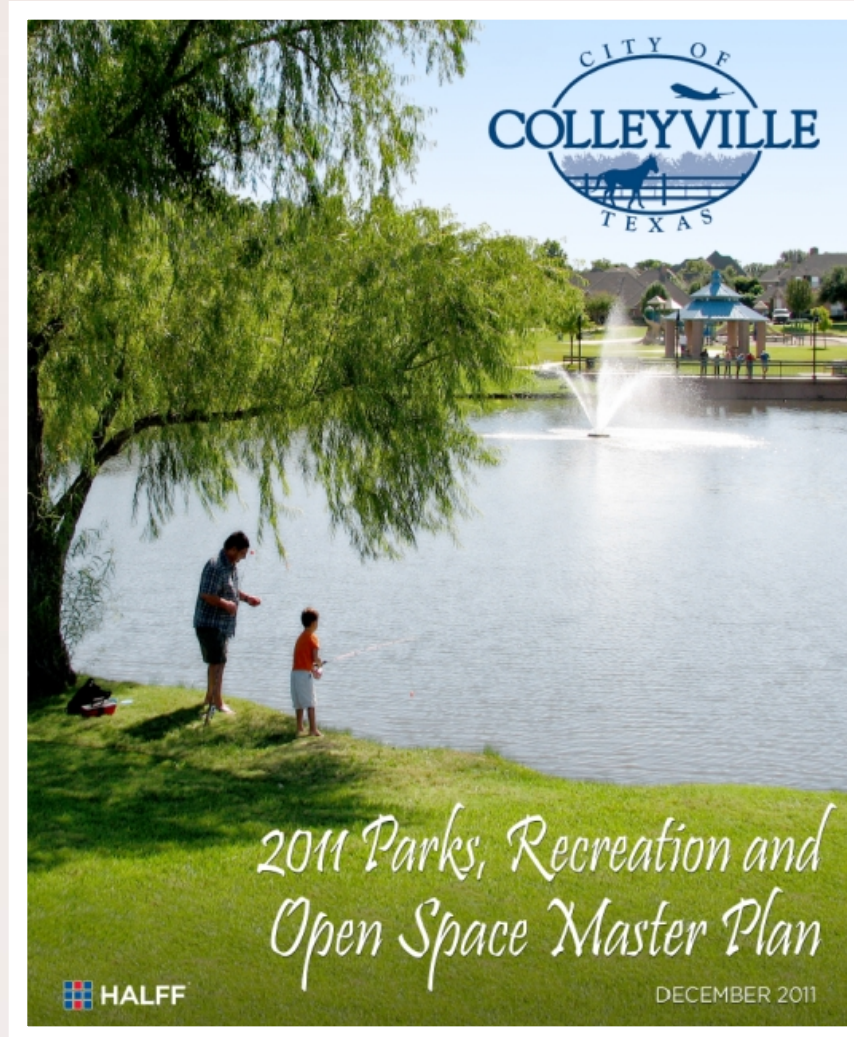
Tuesday, June 27

Wednesday, June 28

Thursday, June 29

Wednesday, July 12

Monday, July 17





City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-4

Agenda Date 06/06/2017

Type Worksession

Department City Secretary

Title

Discussion of the June 6, 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 06/06/2017

Type Executive Session

Department City Secretary

Title

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

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

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

Attachments

RESOLUTION R-17-4135

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF
JUNE 6, 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 6TH DAY OF JUNE 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Nancy Coplen	_____
Place 6, Mike Taylor	_____		

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

Richard Newton
Mayor

RESOLUTION R-17-4136

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF
JUNE 6, 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 May 16, 2017
 - b. Approval of the minutes of the Special City Council meeting of May 16, 2017
 - c. Approval of an update to the General and Utility Fund Balance policy

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS
ON THIS THE 6TH DAY OF JUNE 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Nancy Coplen	_____
Place 6, Mike Taylor	_____		

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
817. 503.1000
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Tuesday, May 16, 2017

Mayor Richard Newton called the Colleyville City Council Worksession to order on Tuesday, May 16, 2017, at 4:36 p.m.

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

Absent: Mayor Pro Tem Chris Putnam and Councilmember Nancy Coplen

Mayor Newton invited Councilmembers elect Kathy Wheat and George Dodson to join the worksession.

City Manager Jennifer Fadden, Assistant City Manager/Director of Public Safety Mike Holder, Interim Assistant City Manager and Executive Director of Economic Development and Communications Mark Wood, Fire Marshal Rob McKeown, Assistant Police Chief Robert Hinton, Interim Chief Financial Officer Winston Duke, Public Works Director Jeremy Hutt, City Engineer Cheryl Taylor, Community Development Director Ben Bryner, Recreation and Library Director Mary Rodne, Recreation and City Events Manager Lisa Escobedo, Colleyville Center Manager Leslie Hill, 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

WS-1 Update on the Senior Center facility usage

Recreation and City Events Manager Lisa Escobedo presented this item and briefed the City Council.

Mayor Newton asked staff if the tables and chairs in the rooms are already in the rooms, and not set up specifically for meetings. Manager Escobedo replied yes.

Mayor Newton asked staff what is the size of the smallest room at Colleyville Center. Colleyville Center Manager Leslie Hill replied 800 square feet.

Mayor Newton asked staff about the size of the Texas Room at the Senior Center and if four tables are in the room. Manager Escobedo replied 532 square feet and there are four tables in the room.

Councilmember Taylor asked staff if there is a minimum capacity of 16 for each room, as noted in the presentation. Manager Escobedo replied yes, and it is currently the set up and configuration of each room.

Councilmember Taylor asked staff why 16 is set since one room has enough square feet for more chairs. Manager Escobedo replied greater capacity exists with just chairs in the room, but because of limited staffing to complete setup and tear down, the rooms have been set at 16 per room.

Councilmember Lindamood asked Mayor Newton if we are limited to 16. Mayor Newton replied it is a matter of making the rooms available without impacting staff because currently the rooms are free.

Councilmember Nakamura asked Mayor Newton if the purpose of this discussion is to look at holding meeting space for subcommittees. Mayor Newton replied yes, but we needed to review to a policy to see if holding meetings is an option. We need to be careful not to impact staff headcount.

Councilmember Nakamura asked City Council what if someone wants 18 in a room, and they bring their own chairs, are we going to tell them space is not available.

Councilmember Taylor suggested those requesting to use the facility could put down a deposit for meeting space, and the deposit could be returned, if there were no issues.

Councilmember Lindamood suggested having the fire chief review the capacity for each room. Fire Marshal Rob McKeown stated he does not know the room capacity, but the building official could calculate the capacity and the fire marshal would enforce the code.

Councilmember Nakamura asked Colleyville Center staff if they have turned people away for rooms being filled for the smaller meetings. Manager Hill replied not very often, and other dates are usually offered.

Mayor Newton asked staff about the charge for the smaller room at the Colleyville Center. Manager Hill replied the non-profit rate is \$75 per four hours, and \$200 for non-resident.

Councilmember Nakamura stated the purpose of this is to help the clubs and their subcommittees who need to meet, but do not want to pay for it.

Councilmember Short asked staff about other meeting rooms or facilities that can be used in the City. Library and Recreation Director Mary Rodne replied there is a large meeting room in the library, which can be divided, but it is almost always

being used by programming; there is a teen room, and a smaller conference room that can fit five or six people.

Mayor Newton asked staff about the policy or charge for those rooms. Director Rodne replied the rooms are public and there is no charge.

Councilmember Nakamura asked staff if they ever get calls for a specific day to use the facility. Director Rodne replied often times we will ask about the size of their groups, and we let them know about the Colleyville Center as the official meeting place. She added the Library will host, if the rooms are available.

Councilmember Short asked staff about the rock house and whether or not it rented. Manager Escobedo replied it is not rented for meeting spaces, as it is used for recreation programming.

Councilmember Short asked staff if additional meetings and additional programming will drive any additional staff needs. Manager Escobedo replied it will increase utilization of the facility for custodial needs.

Mayor Newton stated the immediate approach is to open up the smaller rooms.

Councilmember Nakamura asked Mayor Newton how we will inform people of these rooms. Mayor Newton replied the standard communication efforts will be used such as E-News, Colleyville Communicator, and the website.

Councilmember Taylor asked staff about the total occupancy for the large, main room at the Senior Center. Manager Escobedo replied 300.

Mayor Newton asked staff what the Lions Club is now required to pay for the Colleyville Center meeting room. Manager Hill replied yes, \$75 per meeting, and \$100 a week for food service.

Councilmember Taylor asked staff if they have to do a lot to set up for the Lions Club. Manager Hill replied the Colleyville Center staff does the room set up and tear down for the Lions Club.

Councilmember Taylor asked staff if the \$75 charge is to cover the room set up and tear down. Manager Hill replied it covers some of the cost.

Mayor Newton asked staff if other organizations are charged the same. Manager Hill replied yes.

Mayor Newton asked Councilmember Taylor if he wishes to revisit the charges for Colleyville Center. Councilmember Taylor replied no, he stood by the Council's decision about the charges.

Mayor Newton stated the intent of this was no to impact the staff for these types of subcommittee meetings. The proposed policy accomplishes minimally impacting staff. The only room which may cause issues would be the larger room, which was not included in the plan. One way to move forward, is to agree to the recommended policy of the other three smaller rooms, and exclude the larger room until we can determine how to handle it.

Councilmember Nakamura asked staff if they can keep track of the types of groups using the facility. Manager Escobedo replied yes.

Councilmember Short stated being concerned of opening up the facility without charging anything, maybe a nominal fee of \$5 would be acceptable.

Mayor Newton asked staff if handling money for the room rental would be an issue. Manager Escobedo replied no, money is accepted for other rentals such as pavilions and fields.

Councilmember Taylor suggested a deposit should be made so that the renter returns the room back to the way it was found. This will cover staff's time, and it could be returned, or charged if needed. This will protect the cost of doing business. Councilmembers agreed to a deposit, but Councilmember Nakamura stated not liking the word "deposit."

Councilmember Nakamura asked staff if the money would be charged if not needed. Manager Escobedo replied correct. Councilmember Nakamura replied it is not really a deposit. Mayor Newton stated that is the definition of deposit.

Manager Escobedo restated the rooms will rent for a \$5 fee, with a \$50 deposit, charged only if necessary.

City Manager Jennifer Fadden stated the fee will be updated in July for adoption in September, with the budget cycle, and effective October 1.

WS-2 Discussion of the STAR (Status, Transparency, Accountability, & Results) Report

Strategic Services Manager Adrienne Lothery, City Manager Jennifer Fadden, Assistant City Manager/Director of Public Safety Mike Holder, and Interim Assistant City Manager/Director of Economic Development and Communications Mark Wood presented this item and briefed the City Council.

Councilmember Taylor asked Mayor Newton what is the objective of the 3.2 strategy, "Ensure regular replacement of water and wastewater facilities." Mayor Newton replied the CIP is in place, and this objective refers to strategically combining the use of cash or bonds to fund these projects.

Councilmember Taylor asked Mayor Newton about the timeframe relative to the water rate structure and the CIP. Mayor Newton replied 12 months. He added we should kickoff the Water Utility Committee this summer to look at all of the options and strategies relative to the project side.

Councilmember-elect Dodson asked staff what rate model needs to be updated. City Manager Jennifer Fadden replied it is the utility rate model that will be updated annually, during the budget process.

Mayor Newton stated action is being taken now to make changes to the utility bill to make the sewer side look like the water side on the utility bill. This will breakout the fixed component of the bill and the volumetric component of the bill which provides the most transparency to citizens of what their water charge and sewer charge are used for.

Mayor Newton asked staff about the health insurance options of self-funding a portion of the deductible. Director Rachel Huitt replied they have not looked at self-funding a portion of the deductible, but that they would. City Manager Jennifer Fadden replied a plan design is already on the table, and we recently had an analysis completed to look at the potential of regionalizing our risk pool. Five cities participated, but the risk outweighs the reward, but one strategy is to look at the plan design.

Councilmember Lindamood asked staff about the Hotel Occupancy Tax (HOT) tax. Interim Assistant City Manager/Director of Economic Development and Communications Mark Wood replied the HOT has only been collected for a couple of months, and a strategy of what the HOT will be used on will be developed.

Councilmember Taylor asked staff if Council will see the HOT on the monthly revenue report. Manager Lothery replied the State Comptroller's office reports the HOT in a different fund, but staff can provide an update with the items of interest.

Councilmember-elect Dodson stated he would like to see the final and amended comprehensive plan.

Councilmember Taylor asked staff if the straight zoning standards will be reviewed during the land Development Code update. Interim Assistant City Manager/Director of Economic Development and Communications Mark Wood replied yes, staff can roll that into the review.

Councilmember Taylor stated staff may need to consider looking at the current legislation about the annexation of ETJ areas.

Councilmember Taylor asked staff if agenda packets prior to 2000 will be uploaded as a part of the digitizing of documents. City Secretary Amy Shelley replied agenda packets, prior to 2000, were destroyed and are not available as the City

did not deem the packets were permanent documents at that time. The minutes of the meetings are kept as the permanent record.

Councilmember Taylor asked staff if the pavement assessment is being completed in house. Assistant City Manager/Director of Public Safety Mike Holder replied a third party contractor is completing the assessment.

WS-3 Duck Crossing Signs on Riverwalk Drive

Public Works Director Jeremy Hutt presented this item and briefed the City Council.

Mayor Newton asked staff how much the signs cost. Director Hutt replied \$1,600 each, and there would be some ancillary costs, but those could be completed in house.

Mayor Pro Tem Putnam was present for the remainder of the worksession items.

Mayor Newton stated he realizes there is a concern but not sure what can be done about it. Councilmember Lindamood stated the biggest problem is with speeding and the visibility of the signs. Councilmember Nakamura agreed, the signs are hard to see and the flashing signs could help.

Councilmember Short suggested taking a comprehensive look at the entire City, and not just in this one area.

Councilmember-elect Wheat suggested moving the existing signs to a more visible location. She agreed they are not noticeable.

Mayor Newton suggested those that are concerned about the ducks could donate to a fund to buy the signs. Mayor Pro Tem Putnam agreed.

Councilmember Taylor suggested painting the duck crossings on the street with reflective paint, because the residents in the area by the signs might complain about the lights. Councilmember Nakamura liked this idea.

Mayor Newton asked staff if there are standards for painting on the roadway. Director Hutt replied yes, there are standards for painting on the roadway, and that option is doable.

Mayor Newton asked staff about the cost for painting. Director Hutt replied this option has not been priced, and it would most likely be hired out to a contractor. Mayor Newton stated if anything is to be done, it will cost money.

Mayor Newton asked the Council if voluntary funding is an option. Councilmember Lindamood agreed. Councilmember-elect Wheat stated lots of people are vocal

about the ducks. Councilmember-elect Dodson agreed, there are a number of people who talk about the ducks.

Councilmember-elect Dodson asked staff if the problem exists only for these two ponds, what about the ponds at Colleyville Center. Councilmember Lindamood replied he knows about this issue in this particular area.

Councilmember Nakamura asked staff if the painting could be done in-house. Director Hutt replied some may be done in-house, but there is a contract for major roadways. Councilmember Nakamura suggested doing this in-house.

Councilmember Lindamood stated he will see if he can get some private funding for this. Mayor Newton agreed.

Councilmember Lindamood asked staff to provide estimates for the painting and the LED lighting. Director Hutt stated staff will provide the estimates.

Councilmember Taylor stated markings on the road, even with signage, would be beneficial.

WS-4 Cherry Lane fencing and related Land Development Code policy direction

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

Mayor Pro Tem Putnam asked staff if the builder was made aware of this during the building permit process. Director Bryner replied yes, they were aware of the need for a fencing permit, but for whatever reason, the builder constructed the fence without a permit.

Councilmember Nakamura asked staff if there is an option is to lower the fence. Director Bryner replied yes, there are options to lower to 30 inches, or move the fence.

Mayor Pro Tem Putnam stated it seems a little out of character for this builder/developer to do this, and asked if there is a question of did he deliberately violate the ordinance, or whether Council should look at a policy change? Mayor Newton stated this has been delayed to allow Council time to look at this. One option was to rezone to R30, but Mayor Newton would not support that. He stated it is a tough situation, but he could not come to any other solution.

Councilmember Taylor asked City Attorney Whitt Wyatt as to how the City Council can override a determination by the Zoning Board of Adjustment (ZBA). City Attorney Whitt Wyatt asked City Council if a determination is pending from ZBA. Councilmembers replied no, this has been denied by ZBA. Attorney Wyatt replied

there are no procedural standards before the City Council, we can discuss legal aspects in light of the ZBA ruling, but there is no standing to take action.

Mayor Pro Tem Putnam stated the question to consider is whether anyone is willing to make a policy change. Councilmember Taylor stated the builder is in violation of a ZBA ruling.

Mayor Newton stated the Land Development Code could be amended or the builder could be held to enforcement.

Councilmember Lindamood stated the City said no before the fence should have been built, but the builder did it anyway.

Mayor Pro Tem Putnam stated the question is whether or not this is to be permitted for R30. Mayor Newton replied no.

Director Bryner stated an SUP process could be put in place for items such as these. Councilmember Taylor disagreed, the builder knew the rules.

Councilmember Lindamood asked staff about the distance from the fence and the gate. Director Bryner replied he believes it may be 35 feet to the edge of the pavement, and the 35 foot setback is from the property line.

Mayor Newton suggested staff should continue with enforcement of the issue.

WS-5 Discussion of the May 16, 2017, City Council regular agenda items

Mayor Newton asked the City Council if they are good with him providing a name to discuss for the election of a Mayor Pro Tem, and then everyone can vote. Councilmembers agreed.

Mayor Newton adjourned the worksession at 6:27 p.m.

Mayor Newton called the Executive Session to order at 6:27 p.m. and called the roll.

ROLL CALL: Mayor Richard Newton, Mayor Pro Tem Chris Putnam, and Councilmembers Tammy Nakamura, Bobby Lindamood, Jody Short, Mike Taylor, and Councilmember elect Kathy Wheat.

Absent: Councilmember Nancy Coplen

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

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

Section 551.071 - Legal - Consultation with the City Attorney regarding contemplated litigation concerning enforcement of Planned Unit Development Ordinance O-13-1867

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, evaluations, and the 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. Executive Session was adjourned at 7:23 p.m.

The regular meeting of the Colleyville City Council was called to order by Mayor Newton at 7:34 p.m.

INVOCATION: Dave Jung, Crown of Life

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-17-4128

Mayor Newton read Resolution R-17-4128 in its entirety.

The City Council expressed their appreciation to City Manager Jennifer Fadden for her commitment and service to the City of Colleyville over the past eight years.

Mayor Newton opened the public hearing at 7:48 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 7:48 p.m.

Mayor Pro Tem Putnam made a motion to approve Resolution R-17-4128. Councilmember Short seconded the motion.

The motion to approve carried with the following vote:

Aye: 6 – Mayor Richard Newton, Mayor Pro Tem Chris Putnam and Councilmembers Tammy Nakamura, Bobby Lindamood, Jody Short, and Mike Taylor

Absent: 1 – Councilmember Nancy Coplen

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - Resolution R-17-4128-1

Mayor Newton read Resolution R-17-4128-1 in its entirety.

Mayor Newton opened the public hearing at 7:51 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 7:51 p.m.

Councilmember Taylor made a motion to approve Resolution R-17-4128-1. Councilmember Nakamura seconded the motion.

The motion to approve carried with the following vote:

Aye: 6 – Mayor Richard Newton, Mayor Pro Tem Chris Putnam and Councilmembers Tammy Nakamura, Bobby Lindamood, Jody Short, and Mike Taylor

Absent: 1 – Councilmember Nancy Coplen

3. OATH OF OFFICE

Kathy Wheat, Place 3
George Dodson, Place 4

City Secretary Amy Shelley administered the Oath of Office to Councilmembers Kathy Wheat, Place 3 and George Dodson, Place 4.

Mayor Newton recessed the City Council meeting at 7:56 p.m. for a reception for incoming Councilmembers.

4. RECEPTION FOR INCOMING CITY COUNCIL MEMBERS

Mayor Newton reconvened the City Council meeting at 8:22 p.m. and called the roll.

ROLL CALL: Mayor Richard Newton and Councilmembers Tammy Nakamura, Bobby Lindamood, Kathy Wheat, George Dodson, and Mike Taylor

Absent: Councilmember Nancy Coplen

5. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Announcements of civic and charitable events

Presentation of calendar events and updates

Announcements of awards and recognition

Councilmember Nakamura wished her husband Yuki a happy 30th wedding anniversary.

In recognition of the Featured Business of the Month - Vitality Bowls, 5615 Colleyville Boulevard, Suite 420, Anita Etta, owner - Mayor Richard Newton and Interim Assistant City Manager/Executive Director of Economic Development and Communications Mark Wood

Mayor Richard Newton and Interim Assistant City Manager/Executive Director of Economic Development and Communications Mark Wood recognized Vitality Bowls, and owner Anita Etta as the featured business of the month.

6. ELECTION OF A MAYOR PRO TEM

Mayor Newton stated in accordance with the City Charter, a Mayor Pro Tem is elected annually to serve for one year.

Mayor Newton opened the public hearing at 8:27 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 8:28 p.m.

Mayor Newton made a motion to elect Councilmember Bobby Lindamood as Mayor Pro Tem. Councilmember Nakamura seconded the motion.

The motion to approve carried with the following vote:

Aye: 5 – Mayor Richard Newton, and Councilmembers Tammy Nakamura, Bobby Lindamood, Kathy Wheat, and George Dodson

Nay: 1 – Councilmember Mike Taylor

Absent: 1 – Councilmember Nancy Coplen

7. CONSENT: READING AND PUBLIC HEARING - Resolution R-17-4129

- 7a** Approval of the minutes of the regular City Council meeting of May 2, 2017
- 7b** Approval of an Interlocal Agreement for Mutual Access to cloudLibrary Digital Resources, designation of the Library and Recreation Director as the designated liaison for the City of Colleyville; and authorize the city manager to execute the Agreement
- 7c** Approval of an Interlocal Agreement with Tarrant County for the rehabilitation of John McCain Road from Westcoat Drive to Pleasant Run Road, and authorize the city manager to execute the Agreement

Mayor Newton read Resolution R-17-4129 in its entirety.

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

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

Library and Recreation Director Mary Rodne briefed the City Council regarding item 7b.

Councilmember Taylor asked staff if the items are digital or actual books that may be picked up. Director Rodne replied the digital items would be available. The patrons could do this all from home.

Public Works Director Jeremy Hutt briefed the City Council regarding item 7c.

Councilmember Dodson asked staff about the inches of roadway removed. Director Hutt replied a total of eight inches of asphalt will be removed.

Councilmember Dodson asked staff about application. Director Hutt replied the application is more of a slurry application than powder.

Councilmember Dodson asked staff if the slurry stabilizes the foundation. Director Hutt replied correct.

Councilmember Dodson asked staff about the total number of grade. Director Hutt replied a total number of 16 inches.

Mayor Newton asked staff about the expected completion date for the water line being upgraded on John McCain Road. Director Hutt replied he does not have the timeline, as this is a project in the section of John McCain Road and Pleasant Run Road east.

Councilmember Taylor made a motion to approve Resolution R-17-4129. Councilmember Dodson seconded the motion.

The motion to approve carried with the following vote:

Aye: 6 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, and Mike Taylor

Absent: 1 – Councilmember Nancy Coplen

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

8a Ordinance O-17-2011

Approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2017 Rate Review Mechanism Filing and adopting tariffs that reflect rate adjustments consistent with the negotiated settlement

Mayor Newton read the caption of Ordinance O-17-2011.

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

Councilmember Dodson stated the Public Utility Commission (PUC) seems to be the most appropriate entity to deal with this kind of issue. He stated he would like to see the gas utility moved over to the PUC, and for the City Council to provide a resolution to ask the Senate and the House to move this utility. He stated it makes no sense to have this in the Rail Road Commission's hands. Mayor Newton agreed Manager Lothery stated there was a sunset review process to possibly remove items from the Rail Road Commission, but it was not done at this time.

Mayor Newton opened the public hearing at 8:43 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 8:43 p.m.

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

9. RESOLUTION(S): READING AND PUBLIC HEARING

9a Resolution R-17-4130

Consideration of a request for the abandonment of a utility easement for the property located at 409 Timberline Drive South, Lot 1R1, Block 3, of the Highland Acres Addition

Mayor Newton read Resolution R-17-4130 in its entirety.

Public Works Director Jeremy Hutt presented this item and briefed the City Council.

Councilmember Taylor asked staff about why this is necessary. Director Hutt replied there were some old lot lines and by the shifting of new lot lines, this is really just cleaning up the easements.

Councilmember Taylor asked about the notes about clearing the lot. Director Hutt replied the applicant has indicated they want to put in a sports court.

Councilmember Taylor asked if this is utility related and not for a new structure. Director Hutt replied yes.

Mayor Newton opened the public hearing at 8:52 p.m.

Kathy Hadley, 204 Timberline Drive North, spoke in opposition to this request, with concerns of unnecessary changes for this lot.

There were no others present wishing to speak and Mayor Newton closed the public hearing at 8:52 p.m.

Mayor Newton made a motion to approve Resolution R-17-4130. Councilmember Nakamura seconded the motion.

The motion to approve carried with the following vote:

Aye: 6 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, and Mike Taylor

Absent: 1 – Councilmember Nancy Coplen

9b Resolution R-17-4131

Appointment of a Contracting Party Representative and Alternate Contracting Party Representative to represent the City of Colleyville at the Trinity River Authority's Tarrant County Water Supply Project Customer City meetings

Mayor Newton read Resolution R-17-4131 in its entirety.

City Manager Jennifer Fadden presented this item and briefed the City Council. She stated the first whereas statement should read, "Tarrant County Water Supply Project" not "Central Regional Wastewater System."

Mayor Newton opened the public hearing at 8:52 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 8:52 p.m.

Mayor Newton made a motion to approve Resolution R-17-4131 with the amendment to the "whereas" statement. Councilmember Nakamura seconded the motion.

The motion to approve carried with the following vote:

Aye: 6 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, and Mike Taylor

Absent: 1 – Councilmember Nancy Coplen

9c Resolution R-17-4132

Appointment of a Contracting Party Representative and Alternate Contracting Party Representative to the Advisory Committee of the Trinity River Authority's Central Regional Wastewater System

Mayor Newton read Resolution R-17-4132 in its entirety.

City Manager Jennifer Fadden presented this item and briefed the City Council.

Mayor Newton opened the public hearing at 8:55 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 8:55 p.m.

Councilmember Dodson asked Mayor Newton if the committee is a recommending body for the TRA, but noted the TRA is a separate organization, and the

recommendations may not be accepted. Mayor Newton agreed, and stated this may be the only way we could have a say as a customer.

Councilmember Dodson made a motion to approve Resolution R-17-4132. Councilmember Wheat seconded the motion.

The motion to approve carried with the following vote:

Aye: 6 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, and Mike Taylor

Absent: 1 – Councilmember Nancy Coplen

9d Resolution R-17-4133

A resolution establishing a Colleyville Sidewalks Ad Hoc Committee

Mayor Newton read Resolution R-17-4133 in its entirety.

Mayor Newton presented this item and briefed the City Council.

Councilmember Dodson suggested having only 11 members versus 12. Mayor Newton agreed.

Mayor Newton opened the public hearing at 9:00 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:01 p.m.

Councilmember Lindamood made a motion to approve Resolution R-17-4133 with the amendment of 11 members. Councilmember Dodson seconded the motion.

The motion to approve carried with the following vote:

Aye: 6 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood, and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, and Mike Taylor

Absent: 1 – Councilmember Nancy Coplen

10. DISCUSSION OF ITEMS NOT FOR ACTION AND PUBLIC HEARING

10a Monthly Financial Report - April 2017

Interim Chief Financial Officer Winston Duke presented this report.

Mayor Newton asked staff if this is the seventh month of the budget, and 57 percent would be the percentage of expenditures. Interim Chief Financial Officer Winston Duke replied yes.

Mayor Newton asked staff if we are currently under expending. Interim Chief Financial Officer Winston Duke replied yes, you are where you want to be at this point.

Mayor Newton asked staff if there is less rainfall this year compared to last year. Interim Chief Financial Officer Winston Duke replied yes.

Mayor Newton asked staff if sales taxes are up six percent compared to last year. Interim Chief Financial Officer Winston Duke replied yes.

Mayor Newton asked staff if the budget assumed one percent or flat relative to sales tax. City Manager Jennifer Fadden replied yes, the 2017 budget included a revenue projection flat from the 2016 year end projection.

Mayor Newton asked staff if the City is doing well relative to the budget. City Manager Jennifer Fadden replied yes.

Councilmember Lindamood expressed his appreciation to Interim Chief Financial Officer Winston Duke for his hard work during this interim time.

10b Quarterly Performance Management Report

Strategic Services Manager Adrienne Lothery presented this report.

Mayor Newton asked staff about the green line on the youth sports participants chart. City Manager Jennifer Fadden replied that is the percentage of residents.

Councilmember Lindamood asked staff if there is an anticipation of an increase in the Library patron visits. Manager Lothery replied yes, especially during the summer months with the summer reading program.

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

Steve MacLaren, 2217 Collins Path, spoke about the noise from the rail and SH26 now that trees have been removed.

Kathleen Hennessey, 5013 Stonebridge Drive, spoke about the property tax rates and the Chief Appraiser and collector. She stated the City Council needs to find a way to have representation on the appraisal board.

Kathy Hadley, 204 Timberline Drive North, spoke about the need to protect the wild life in Colleyville, such as crossings, raised fences, or curbs with ramps. She stated having a concern about the 18 wheelers on Bransford Road, and about a tree removed in Colleyville, asking if there are actions the Colleyville Tree Board can take. She stated all residents, Council, and leadership should have respect for each other.

12. REPORTS

Planning and Zoning Commission Minutes - April 10, 2017

Zoning Board of Adjustment Minutes - April 11, 2017

There was no discussion of this item.

13. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR May 16, 2017 - READING AND PUBLIC HEARING - RESOLUTION R-17-4134

This resolution was not needed.

14. ADJOURNMENT

There being no further business before the City Council, Mayor Newton adjourned the City Council meeting at 9:26 p.m.

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

Minutes taken and prepared by:

Amy Shelley, TRMC
City Secretary



City of Colleyville City Council Special Meeting – DRAFT Minutes

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

May 16, 2017
4:00 p.m.

Council Chambers
Third Floor, City Hall

Mayor Richard Newton called the Special Meeting of the Colleyville City Council to order on Tuesday, May 16, 2017, at 4:02 p.m.

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

Absent: Councilmembers Jody Short and Nancy Coplen

City Manager Jennifer Fadden, Assistant City Manager/Director of Public Safety Mike Holder, Interim Assistant City Manager and Executive Director of Economic Development and Communications Mark Wood, Information Systems Manager Chris Pena, and City Secretary Amy Shelley were also present

2. RESOLUTION(S): READING AND PUBLIC HEARING

2a Resolution R-17-4127

Resolution R-17-4127 - Canvassing the results of the City of Colleyville General Election for Councilmembers Place 3 and Place 4, held on May 6, 2017

Mayor Newton read Resolution R-17-4127 in its entirety.

Mayor Newton opened the public hearing at 4:06 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 4:06 p.m.

Councilmember Taylor made a motion to approve Resolution R-17-1427 and Councilmember Nakamura seconded the motion.

The motion carried with the following vote:

Aye: 5 – Mayor Richard Newton, Mayor Pro Tem Chris Putnam, and Councilmembers Tammy Nakamura, Bobby Lindamood, and Mike Taylor

Absent: 2 – Councilmembers Jody Short and Nancy Coplen

3. ADJOURNMENT

There being no further business before the City Council, Mayor Newton adjourned the City Council special meeting at 4:07 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS ON THIS THE 6TH DAY OF JUNE 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 4c

Agenda Date 06/06/2017

Number Resolution R-17-4136

Type Presentation and Discussion

Department City Manager

Title

Approval of an update to the General and Utility Fund Balance policy

Strategic Plan

1.4 Communicate thoroughly and strategically

Explanation

Reading and Public Hearing

On September 20, 2005, the City Council adopted a General and Utility Fund Balance policy, which requires a review every three years by the Audit Committee. The first review of the policy occurred in August 2008, and no changes were made.

In August 2011, the Governmental Accounting Standards Board (GASB) adopted GASB 54, which designated five different types of reportable fund balance designations for financial reports issued after June 15, 2011. To be in compliance with GASB 54, the City's Fund Balance policy was updated to include the five required fund balance designations: nonspendable fund balance, restricted fund balance, committed fund balance, assigned fund balance, and unassigned fund balance, which was adopted on September 20, 2011 by Resolution R-11-3400 (attached). The adopted "General and Utility Fund Balance Policy – September 2011 Update" (attached) incorporated all changes for GASB 54 compliance. The policy was again reviewed by the Audit Committee on May 13, 2014, and no changes were recommended or made.

There are no current GASB required updates, nor are there any changes recommended to the existing policy of three months (90 days) of Fund Balance reserves for both the General Fund and Utility Fund, which was the level set when the policy was first adopted in 2005. However, a few minor changes were recommended by the Audit Committee on May 16, 2017. These changes included updating the title of the official in the document from Assistant City Manager to Chief Financial Officer.

Also attached is information from the Government Finance Officers Association (GFOA) regarding acceptable levels of fund balance in the General Fund, Enterprise Fund (Utility Fund), and replenishment of fund balance in the General Fund.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. City of Colleyville General and Utility Fund Balance Policy
2. Resolution R-11-3400
3. GFOA Recommended Working Capital Balances
4. GFOA Recommended Unreserved Fund Balance Policy
5. GFOA - Structural Balanced Budget & Reserves
6. GFOA - Replenishing Fund Balance in the General Fund

City of Colleyville

General and Utility Fund Balance Policy

General:

The objective of this policy is to ensure adequate fund balances are maintained, to have funding available for expenses in the event of unforeseen emergencies and to preserve the credit worthiness of the City for borrowing monies at favorable interest rates. After designations of the available General and Utility Fund Balances are authorized, the remaining respective amount is defined as Unassigned Fund Balance. Operating revenues will sufficiently fund current year operating expenditures. (Operating deficits are normally contrary to City policy as well as reasonable financial prudence.) All Unassigned Fund Balance are eligible for use at the discretion of the City Council. Such determinations will be handled by the City Council on a case-by-case basis. Operating revenues are defined as both (a) current year revenues and (b) revenues generated in prior fiscal years.

Purpose:

Establishing a policy for the fund balance in the General and Utility Funds is to provide a guideline for budgeting decisions and to insure that an adequate unassigned balance is provided to fund operations, by providing sufficient protection against uncollected taxes and shortfalls from municipal revenue sources. The General Fund is the primary operating fund of the City for its non-utility related operations. In addition, the City of Colleyville desires to maintain its current debt rating of AAA. Rating agencies are concerned about a government's credit worthiness and the level of unassigned General and Utility Fund balances are a part of the rating agencies evaluation.

There is no formula for determining an appropriate fund balance. Items to consider include the timing of revenue collections, the local and national economic environment, the volatility of the major revenue sources, and the degree of protection desired to mitigate current and future financial risks. The City of Colleyville obtains a substantial portion of its revenue from property taxes, sales taxes, franchise fees and utility fees.

While the most stable of revenue sources, property tax growth over the coming years will stabilize in growth as the city nears build-out. Sales tax collections are derived from local retail sales and are dependent upon both the local and national economies. The collection of franchise fees, particularly those based upon sales of electricity and natural gas, vary widely depending upon local

weather conditions. Utility fees, similar to franchise fees, are subject to weather conditions. As a result, the desired level of unassigned General and Utility Fund balances are higher than the minimum level designated by the Government Finance Officers Association recommended practice on determining the appropriate level of unassigned fund balance for the General and Utility Funds.

Definitions

Fund Equity - A fund's equity is generally the difference between its assets and its liabilities.

Fund Balance - An accounting distinction is made between the portions of fund equity that are spendable and nonspendable. These are broken up into five categories:

1. **Nonspendable fund balance** - includes amounts that are not in a spendable form or are required to be maintained intact. Examples are inventory or permanent funds.
2. **Restricted fund balance** - includes amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation. Examples include grants and child safety fees.
3. **Committed fund balance** - includes amounts that can be used only for the specific purposes determined by a formal action of the City Council. Commitments may be changed or lifted only by the City Council.
4. **Assigned fund balance** - comprises amounts intended to be used by the City of Colleyville for specific purposes. Intent can be expressed by the City Council. In governmental funds other than the General Fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
5. **Unassigned fund balance** - is the residual classification of the General Fund and Utility Fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose.

Policy

Committed Fund Balance

The City Council is the City's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is an ordinance approved by the Council at the City

Council meeting. The ordinance must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.

Assigned Fund Balance

The City Council has authorized the City's Chief Financial Officer as the official authorized to assign fund balance to a specific purpose as approved by this fund balance policy and City Council action.

Minimum Unassigned Fund Balance

It is the goal of the City to achieve, and maintain an unassigned fund balance equal to three months of that year's budgeted expenditures for both the General and Utility Funds. The City Council may declare a fiscal emergency and withdraw any amount of the unassigned General and Utility Fund Balances for purposes of addressing the fiscal emergency. Any such action must also provide for necessary appropriations to restore the designated fund balance to the balance within a three-year period.

Order of Expenditure of Funds

When multiple categories of fund balance are available for expenditure (for example, a construction project is being funded partly by a grant, funds set aside by the City Council, and unassigned fund balance), the City will start with the most restricted category and spend those funds first before moving down to the next category with available funds, unless specified otherwise by the City Council.

Procedures:

In order to achieve the objectives of this policy, the following guidelines shall be adhered to:

1. As part of the annual budget process, the Chief Financial Officer will estimate and prepare a projection of the year-end unassigned fund balances. Such projection will include an analysis of trends in fund balance levels on an historical and future projection basis. The Chief Financial Officer shall present the findings to the City Council as a part of the budget review process for the ensuing fiscal year.

2. Any anticipated balance in excess of the three months of Unassigned Fund Balance in the General and Utility Funds may be budgeted to reduce the ensuing year's property tax levy and/or utility rates or may be allocated by the City Council during the course of the fiscal year for special projects.
3. This policy will be reviewed by the Audit Committee every three years following adoption or sooner, at the direction of the City Council.

RESOLUTION R-11-3400

**A RESOLUTION APPROVING COUNCIL ACTION
UNDER CONSENT ITEMS AT THE REGULAR CITY
COUNCIL MEETING OF SEPTEMBER 20, 2011**

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

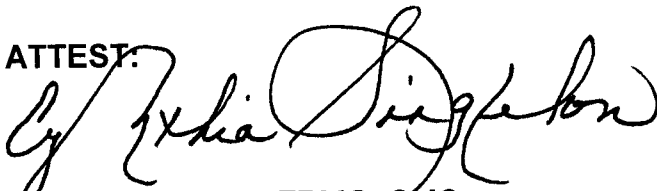
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS:

- Sec. 1. THAT the agenda decisions approved by Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of September 6, 2011
 - b. Approval of the minutes of the City Council worksession of August 9, 2011
 - c. Approval to renew the Horticulture Grounds Maintenance contract with The Lawn Firm, Inc., in an amount not to exceed \$147,667, and authorize the city manager to execute same and any associated change orders, in an amount not to exceed \$25,000, and subject to the approval of funding in the Fiscal Year 2012 (FY 2012) budget
 - d. Approval to renew the Grounds Maintenance Mowing contract with Whitmore and Sons, Inc., in an amount not to exceed \$124,312.59, and authorize the city manager to execute same and any associated change orders, in an amount not to exceed \$25,000, and subject to the approval of funding in the Fiscal Year 2012 (FY 2012) budget
 - e. Approval of an update to the Fund Balance policy for Governmental Accounting Standards Board (GASB) 54 compliance
 - f. Approval of Service Agreements between the City of Colleyville and Trane Service Group, through the Texas Cooperative Purchasing Network (TCPN) to provide for year one of a five-year agreement for the inspection, maintenance, and repair of the HVAC systems in the Colleyville City Hall, Colleyville Public Library, and Colleyville Justice Center, in an amount not to exceed \$54,920.92

AND IT IS SO RESOLVED.

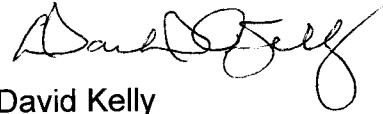
APPROVED BY A VOTE OF 7 AYES, 0 NAYS AND 0 ABSTENTIONS
ON THIS THE 20th DAY OF September 2011.

ATTEST:

A large, stylized handwritten signature in black ink, appearing to read 'Cynthia Singleton'.

Cynthia Singleton, TRMC, EMC
City Secretary

CITY OF COLLEYVILLE

A handwritten signature in black ink, appearing to read 'David Kelly'.

David Kelly
Mayor



Determining the Appropriate Levels of Working Capital in Enterprise Funds

Type:

Best Practice

Background:

Enterprise funds distinguish between current and non-current assets and liabilities. It is possible to take advantage of this distinction to calculate working capital (i.e., current assets less current liabilities). The measure of working capital indicates the relatively liquid portion of total enterprise fund capital, which constitutes a margin or buffer for meeting obligations.

It is essential that a government maintain adequate levels of working capital in its enterprise funds to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenses) and to ensure stable services and fees.

Working capital is a crucial consideration, too, in long-term financial planning. Credit rating agencies consider the availability of working capital in their evaluations of continued creditworthiness. Likewise, laws and regulations may speak to appropriate levels of working capital for some enterprise funds.

Recommendation:

GFOA recommends that local governments adopt a target amount of working capital to maintain in each of their enterprise funds. Ideally, targets would be formally described in a financial policy and/or financial plan.

GFOA recommends that governments use working capital as the measure of available margin or buffer in enterprise funds. Although as previously stated, working capital is defined as current assets minus current liabilities, government finance officers should be aware of certain characteristics of working capital that affect its use as a measure. Specifically, the "current assets" portion of working capital includes assets or resources that are reasonably expected to be realized in cash (e.g., accounts receivable) or consumed (e.g., inventories and prepaids) within a year, which leads to two considerations for an accurate calculation of working capital:

- **Strength of collection practices.** An appropriate allowance for uncollectibles should be established and the amount of the receivable that is expected to be collected in cash within one year should be determined in a manner that is consistent with the collection practices of the government. If the accounts receivable collection practices of the enterprise fund are inconsistent or weak, then less of the accounts receivable amount should be reported as current assets.
- **Historical consumption of inventories and prepaids.** The amount of inventories and prepaids included in current assets should be a realistic estimate of the amount that will be consumed in one year based on a

historical usage pattern and current operating levels (inventories) or based on the time periods to which the items relate (prepaids).

Because the purposes, customers, and other characteristics of enterprise funds can vary widely, GFOA recommends that governments develop a target amount of working capital that best fits local conditions for each fund. However, GFOA recommends that under no circumstances should the target for working capital be less than forty-five (45) days worth of annual operating expenses¹ and other working capital needs of the enterprise fund.* A target of 45-days would only be appropriate for those enterprise funds with the least amount of need for cushion or buffer.

In order to arrive at a customized target amount of working capital, governments should start with a baseline of ninety (90) days worth of working capital and then adjust the target based on the particular characteristics of the enterprise fund in question (using 45 days as the minimum acceptable level). The primary characteristics to think about when customizing a working capital target are presented below. The appendix to this Best Practices provides more detailed considerations for these characteristics as they pertain to common types of government enterprise funds.

- **Support from general government.** Some enterprise funds may be supported by general taxes or transfers from a general government. These enterprise funds may require lower levels of working capital if they are supported by these contributors. For a heavily subsidized enterprise fund the 45-day minimum working capital recommendation contained in this Best Practice might be met through support from the general government, if a financial buffer or cushion for the enterprise fund is to be provided by the general government (or other outside contributor).
- **Transfers out.** If the enterprise fund is expected to make a transfer to the general government or to some other fund, then this sort of claim on the enterprise fund's assets may call for higher levels of working capital to maintain flexibility. Transfers could include an enterprise fund's contributions to overhead/support functions, subsidies granted to other operations, or any other transfer of resources. Regardless of the rationale of the transfer, governments should take into account the claim on working capital when setting a target amount.
- **Cash cycles.** Does the enterprise fund experience large peaks and valleys in its cash position during the year? For example, a water enterprise fund may experience significantly higher levels of cash on hand during the summer months compared to the winter. Volatile cash cycles call for higher levels of working capital. Another consideration is the length of the billing cycle. A longer billing cycle would call for higher levels of working capital because the enterprise fund will have longer durations between major infusions of cash.
- **Customer concentration.** Is the enterprise fund dependent on a few customers for a large portion of its revenues or is the customer base diversified? For example, a port enterprise fund may be dependent on a few major shippers or commerce in a niche product. Lower customer concentration may mean that the enterprise fund can safely operate with lower levels of working capital.
- **Demand for services.** Does the enterprise fund face a steady demand for service or is demand potentially volatile, thereby leading to volatility

in of income? For example, the demand for utility services is steady compared to demand for air travel. Also consider the impact of competitive position on demand. Direct competitors or the availability of reasonable substitutes could lead to greater volatility in demand for the enterprise fund's services. More volatility implies greater need for working capital margins.

- **Control over rates and revenues.** Does the enterprise fund have the ability to change rates, implement new charges, or otherwise raise revenues from its customers in a simple fashion? For example, transit enterprise funds are often constrained from raising rates by political pressure. Other enterprise funds may be subject to a rate control board. Those that face competitors in their market may have less effective control over their rates and revenues. More revenue constrained enterprise funds may need higher levels of working capital.
- **Asset age and condition.** What is the age and condition of the enterprise fund's infrastructure? Older infrastructure has greater exposure to extraordinary repair needs. Enterprise funds with newer and/or well maintained capital assets may be able to operate with less working capital than other enterprise funds.
- **Volatility of expenses.** Are the expenses of the enterprise fund volatile or does the enterprise fund have a high degree of control over its expenses? For example, the expenses of a solid waste enterprise fund tend to be fairly stable throughout the year. In another example, water or sewer enterprise funds may be more vulnerable to large expense spikes from extreme weather. Enterprise funds with more stable expenses can safely operate with less working capital than other enterprise funds.
- **Control over expenses.** Consider the enterprise fund's level of fixed and variable costs and the ability to reduce variable costs in response to lower revenues. For instance, if a convention center does not book an event, it does not need to hire temporary help and incur other expenditures in support of the event. An enterprise fund with a high percentage of operational costs which vary depending upon revenues or operating levels may operate with lower levels of working capital.
- **Management plans for working capital.** Working capital includes assets, which can include both truly unrestricted resources and resources that have internal limitations placed upon them (e.g., board-designated) and/or that may be committed for future capital spending. These amounts may appear as unrestricted on the balance sheet but, in actuality, may be unavailable in the future to serve as a buffer or tool to help manage financial risk. If these types of limitations exist, the working capital target should be adjusted to arrive at an amount that represents a true amount available as a tool to manage financial risk.
- **Separate targets for operating and capital needs.** Depending on the nature of the enterprise fund, governments might also consider designating separate targets for operating and capital needs, especially when the enterprise fund is very capital intensive. For example, there might be a separate amount identified for equipment replacement or debt service. In such a case, targets should be separately evaluated based on the particular features of the isolated amounts.
- **Debt position.** Enterprise funds often carry significant amounts of debt, which is used to acquire capital assets. The amount and type of debt an enterprise fund carries can have important ramifications for working capital targets. For example, an enterprise fund with a large amount of variable rate debt may need additional buffer to manage the risk associated with interest rate volatility. In addition, uneven and increasing

or lump-sum debt principal payments to be made in future years may raise the amount of working capital that the enterprise fund should maintain. Viewing the amount of working capital in this broader context will help ensure that resources are available to make debt payments as they come due.

Committee:

Accounting, Auditing, and Financial Reporting
Governmental Budgeting and Fiscal Policy

Notes:

¹ The recommendation is to use annual operating expenses which include depreciation expense. If, however, annual depreciation expense is significantly more or less than the anticipated capital outlays of the next period to be paid from working capital consideration should be given to adjusting the benchmark. An appropriate adjusted benchmark may be annual operating expenses $\square$ annual depreciation expense + capital outlays of the next period to be paid from working capital.

* Subject to the exception for heavily subsidized enterprises, described later in this Best Practice.

Approved by GFOA's Executive Board:

February 2011

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Appropriate Level of Unrestricted Fund Balance in the General Fund

Type:

Best Practice

Background:

In the context of financial reporting, the term *fund balance* is used to describe the net position of governmental funds calculated in accordance with generally accepted accounting principles (GAAP). Budget professionals commonly use this same term to describe the net position of governmental funds calculated on a government's budgetary basis.¹ While in both cases *fund balance* is intended to serve as a measure of the financial resources available in a governmental fund; it is essential that differences between GAAP *fund balance* and budgetary *fund balance* be fully appreciated.

1. GAAP financial statements report up to five separate categories of fund balance based on the type and source of constraints placed on how resources can be spent (presented in descending order from most constraining to least constraining): *nonspendable fund balance*, *restricted fund balance*, *committed fund balance*, *assigned fund balance*, and *unassigned fund balance*.² The total of the amounts in these last three categories (where the only constraint on spending, if any, is imposed by the government itself) is termed *unrestricted fund balance*. In contrast, budgetary fund balance, while it is subject to the same constraints on spending as GAAP fund balance, typically represents simply the total amount accumulated from prior years at a point in time.
2. The calculation of GAAP fund balance and budgetary fund balance sometimes is complicated by the use of sub-funds within the general fund. In such cases, GAAP fund balance includes amounts from all of the subfunds, whereas budgetary fund balance typically does not.
3. Often the timing of the recognition of revenues and expenditures is different for purposes of GAAP financial reporting and budgeting. For example, encumbrances arising from purchase orders often are recognized as expenditures for budgetary purposes, but never for the preparation of GAAP financial statements.

The effect of these and other differences on the amounts reported as *GAAP fund balance* and *budgetary fund balance* in the general fund should be clarified, understood, and documented.

It is essential that governments maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures) and to ensure stable tax rates. In most cases, discussions of fund balance will properly focus on a government's general fund. Nonetheless, financial resources available in other funds should also be considered in assessing the adequacy of unrestricted fund balance in the general fund.

Recommendation:

GFOA recommends that governments establish a formal policy on the level of unrestricted fund balance that should be maintained in the general fund for GAAP and budgetary purposes.³ Such a guideline should be set by the appropriate policy body and articulate a framework and process for how the government would increase or decrease the level of unrestricted fund balance over a specific time period.⁴ In particular, governments should provide broad guidance in the policy for how resources will be directed to replenish fund balance should the balance fall below the level prescribed.

Appropriate Level. The adequacy of unrestricted fund balance in the general fund should take into account each government's own unique circumstances. For example, governments that may be vulnerable to natural disasters, more dependent on a volatile revenue source, or potentially subject to cuts in state aid and/or federal grants may need to maintain a higher level in the unrestricted fund balance. Articulating these risks in a fund balance policy makes it easier to explain to stakeholders the rationale for a seemingly higher than normal level of fund balance that protects taxpayers and employees from unexpected changes in financial condition. Nevertheless, GFOA recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures.⁵ The choice of revenues or expenditures as a basis of comparison may be dictated by what is more predictable in a government's particular circumstances.⁶ Furthermore, a government's particular situation often may require a level of unrestricted fund balance in the general fund significantly in excess of this recommended minimum level. In any case, such measures should be applied within the context of long-term forecasting, thereby avoiding the risk of placing too much emphasis upon the level of unrestricted fund balance in the general fund at any one time. In establishing a policy governing the level of unrestricted fund balance in the general fund, a government should consider a variety of factors, including:

1. The predictability of its revenues and the volatility of its expenditures (i.e., higher levels of unrestricted fund balance may be needed if significant revenue sources are subject to unpredictable fluctuations or if operating expenditures are highly volatile);
2. Its perceived exposure to significant one-time outlays (e.g., disasters, immediate capital needs, state budget cuts);
3. The potential drain upon general fund resources from other funds, as well as, the availability of resources in other funds;
4. The potential impact on the entity's bond ratings and the corresponding increased cost of borrowed funds;
5. Commitments and assignments (i.e., governments may wish to maintain higher levels of unrestricted fund balance to compensate for any portion of unrestricted fund balance already committed or assigned by the government for a specific purpose). Governments may deem it appropriate to exclude from consideration resources that have been committed or assigned to some other purpose and focus on unassigned fund balance, rather than on unrestricted fund balance.

Use and Replenishment.

The fund balance policy should define conditions warranting its use, and if a fund balance falls below the government's policy level, a solid plan to replenish it. In that context, the fund balance policy should:

1. Define the time period within which and contingencies for which fund balances will be used;
2. Describe how the government's expenditure and/or revenue levels will be adjusted to match any new economic realities that are behind the use of fund balance as a financing bridge;
3. Describe the time period over which the components of fund balance will be replenished and the means by which they will be replenished.

Generally, governments should seek to replenish their fund balances within one to three years of use. Specifically, factors influencing the replenishment time horizon include:

1. The budgetary reasons behind the fund balance targets;
2. Recovering from an extreme event;
3. Political continuity;
4. Financial planning time horizons;
5. Long-term forecasts and economic conditions;
6. External financing expectations.

Revenue sources that would typically be looked to for replenishment of a fund balance include nonrecurring revenues, budget surpluses, and excess resources in other funds (if legally permissible and there is a defensible rationale). Year-end surpluses are an appropriate source for replenishing fund balance.

Unrestricted Fund Balance Above Formal Policy Requirement. In some cases, governments can find themselves in a position with an amount of unrestricted fund balance in the general fund over their formal policy reserve requirement even after taking into account potential financial risks in the foreseeable future. Amounts over the formal policy may reflect a structural trend, in which case governments should consider a policy as to how this would be addressed. Additionally, an education or communication strategy, or at a minimum, explanation of large changes in fund balance is encouraged. In all cases, use of those funds should be prohibited as a funding source for ongoing recurring expenditures.

Committee:
Accounting, Auditing, and Financial Reporting

Governmental Budgeting and Fiscal Policy

Notes:

1. For the sake of clarity, this recommended practice uses the terms GAAP fund balance and budgetary fund balance to distinguish these two different uses of the same term.
2. These categories are set forth in Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.
3. Sometimes restricted fund balance includes resources available to finance items that typically would require the use of unrestricted fund balance (e.g., a contingency reserve). In that case, such amounts should be included as part of unrestricted fund balance for purposes of analysis.
4. See Recommended Practice 4.1 of the National Advisory Council on State and Local Budgeting governments on the need to "maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls or unpredicted one-time expenditures" (Recommended Practice 4.1).
5. In practice, a level of unrestricted fund balance significantly lower than the recommended minimum may be appropriate for states and America's largest governments (e.g., cities, counties, and school districts) because they often are in a better position to predict contingencies (for the same reason that an insurance company can more readily predict the number of accidents for a pool of 500,000 drivers than for a pool of fifty), and because their revenues and expenditures often are more diversified and thus potentially less subject to volatility.
6. In either case, unusual items that would distort trends (e.g., one-time revenues and expenditures) should be excluded, whereas recurring transfers should be included. Once the decision has been made to compare unrestricted fund balance to either revenues and/or expenditures, that decision should be followed consistently from period to period.

Approved by GFOA's Executive Board:
September 2015

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Achieving a Structurally Balanced Budget

Type:

Best Practice

Background:

Most state and local governments are subject to a requirement to pass a balanced budget. However, a budget that may fit the statutory definition of a "balanced budget" may not, in fact, be financially sustainable. For example, a budget that is balanced by such standards could include the use of non-recurring resources, such as asset sales or reserves, to fund ongoing expenditures, and thus not be in structural balance. A true structurally balanced budget is one that supports financial sustainability for multiple years into the future. A government needs to make sure that it is aware of the distinction between satisfying the statutory definition and achieving a true structurally balanced budget.

Recommendation:

GFOA recommends that governments adopt rigorous policies, for all operating funds,¹ aimed at achieving and maintaining a structurally balanced budget. The policy should include parameters for achieving and maintaining structural balance where recurring revenues are equal to recurring expenditures in the adopted budget.

As a first step, the government should identify key items related to structural balance. These include: *recurring and non-recurring revenues, recurring and non-recurring expenditures, and reserves.*

Recurring revenues are the portion of a government's revenues that can reasonably be expected to continue year to year, with some degree of predictability. Property taxes are an example of recurring revenue. A settlement from a lawsuit is a good example of non-recurring revenue.

Some revenue sources may have both non-recurring and recurring components. These sources require finance officials to exercise judgment in determining how much of the source is truly recurring. For instance, a government may regularly receive sales tax revenues, but a large part of its base may be made up of retailers with highly volatile sales. In this case, it may be prudent to regard unusually high revenue yields as a non-recurring revenue under the assumption that such revenues are unlikely to continue, making it imprudent to use them for recurring expenditures. Another example might be building permit revenues in a period of high growth in the community. Governments should review their revenue portfolio to identify non-recurring revenues and revenues with potentially volatile components, such as the examples above.

Recurring expenditures appear in the budget each year. Salaries, benefits, materials and services, and asset maintenance costs are common examples of

recurring expenditures. Capital asset acquisitions are typically not thought of as recurring because although some capital assets may be acquired every year, they are not the same assets year after year. In general, recurring expenditures should be those that you expect to fund every year in order to maintain current/status quo service levels. In general, a government has a greater degree of flexibility to defer non-recurring expenditures than recurring ones.

Reserves are the portion of fund balance that is set aside as hedge against risk. The government should define a minimum amount of funds it will hold in reserve.² This serves as a "bottom line measure" to help determine the extent to which structural balance goals are being achieved. If reserves are maintained at their desired levels, it is an indication that the organization is maintaining a structurally balanced budget. If reserves are declining, it may indicate an imbalance in the budget (e.g., if reserves are being used to fund on-going expenditures). It should be noted that reserves levels are not a perfect measure of structural balance, but are a good and readily available measure.

With the forgoing terms defined, a government should adopt a formal policy calling for structural balance of the budget. The policy should call for the budget to be structurally balanced, where recurring revenues equal or exceed recurring expenditures. The policy should also call for the budget presentation to identify how recurring revenues are aligned with or not aligned with recurring expenditures.³

For a variety of reasons, true structural balance may not be possible for a government at a given time. In such a case, using reserves to balance the budget may be considered but only in the context of a plan to return to structural balance, replenish fund balance, and ultimately remediate the negative impacts of any other short-term balancing actions that may be taken. Further, the plan should be clear about the time period over which returning to structural balance, replenishing reserves, and remediating the negative impacts of balancing actions are to occur.⁴

Committee:

Governmental Budgeting and Fiscal Policy

Notes:

¹ Note that this Best Practice excludes non-operating funds like capital and debt funds. While governments should ensure that these funds are financially sustainable as well, the specific recommendations found in this Best Practice may not always be a match to the circumstances of non-operating funds.

² See GFOA Best Practice "Determining the Appropriate Level of Unrestricted Fund Balance in the General Fund" (2002 and 2009). GFOA recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures

³ Please note that the best practice is not advocating that recurring revenues be formally allocated or "earmarked" to recurring expenditures, but rather is advocating that the budget presentation provide transparency as to whether recurring revenues and recurring expenditures are balanced.

⁴ See GFOA Best Practice ☐ Replenishing Fund Balance in the General Fund. ☐ (2011).

Approved by GFOA's Executive Board:
February 2012

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BEST PRACTICE

Replenishing Fund Balance in the General Fund (2011) (Budget and CAAFR) (new)

Background. It is essential that governments maintain adequate levels of fund balance to mitigate risks and provide a back-up for revenue shortfalls.

The adequacy of unrestricted fund balance¹ in the general fund should be assessed based upon a government's specific circumstances. Nevertheless, the GFOA recommends, at a minimum, that general-purpose governments, regardless of size, incorporate in its financial policies that unrestricted fund balance in their general fund be no less than two months of regular general fund operating revenues or regular general fund operating expenditures.

If fund balance falls below a government's policy level, then it is important to have a solid plan to replenish fund balance levels. Rating agencies consider the government's fund balance policy, history of use of fund balance, and policy and practice of replenishment of fund balance when assigning ratings. Thus, a well developed and transparent strategy to replenish fund balance may reduce the cost of borrowing. However, it can be challenging to build fund balances back up to the recommended levels because of other financial needs and various political considerations.

Recommendation. The Government Finance Officers Association (GFOA) recommends that governments adopt a formal fund balance policy that defines the appropriate level of fund balance target levels. Also, management should consider specifying the purposes for which various portions of the fund balances are intended. For example, one portion of the fund balance may be for working capital, one for budgetary stabilization, and one for responding to extreme events. This additional transparency helps decision makers understand the reason for maintaining the target levels described in the fund balance policy.

Governments should also consider providing broad guidance in their financial policies for how resources will be directed to fund balance replenishment. For example, a policy may define the revenue sources that would typically be looked to for replenishment of fund balance. This might include non-recurring revenues, budget surpluses, and excess resources in other funds (if legally permissible and if there is defensible rationale). Year-end surpluses are an especially appropriate source for replenishing fund balance.

Finally, a government should consider including in its financial policy a statement that establishes the broad strategic intent of replenishing fund balances as soon as economic conditions allow. This emphasizes fund balance replenishment as a financial management priority.

Governments are subject to a number of factors that could require the use of fund balances. It is therefore incumbent on jurisdictions to minimize the use of fund balance, except in very specific circumstances. Replenishment should take place in a prompt fashion with amounts that have been used to ensure that the jurisdiction is properly prepared for contingencies. With the foundation of a financial policy in place, governments should use their long-term financial planning and budget processes to develop a more detailed strategy for using and replenishing fund balance. With these criteria in mind, the government should develop a replenishment strategy and timeline for replenishing fund balances as soon as possible, and that is still appropriate to prevailing budgetary and economic conditions and that considers the following:

¹ Unrestricted fund balance comprises the committed, assigned, and unassigned fund balance categories.

1. The policy should define the time period within which and contingencies for which fund balances will be used. This gives the public a sense for how fund balance is being used as a “bridge” to ensure stable cash flow and provide service continuity.
2. The policy should describe how the government’s expenditure levels will be adjusted to match any new economic realities that are behind the use of fund balance as a financing bridge.
3. The policy should describe the time period over which the components of fund balance will be replenished and the means by which they will be replenished. Frequently, a key part of the replenishment plan will be to control operating expenditures and use budget surpluses to replenish fund balance. The replenishment plan might also specify any particular revenue source that will aid in the replenishment of fund balances. For example, if the government has a volatile sales tax yield, it might specify that yields that are significantly above average would be used to replenish fund balances.

Generally, governments should seek to replenish their fund balances within one to three years of use. However, when developing the specifics of the replenishment plan, governments should consider a number of factors that influence the rate and time period over which fund balances will be replenished. Factors influencing the replenishment time horizon include:

1. *The budgetary reasons behind the fund balance targets.* The government should consider special conditions that may have caused it to set its fund balance target levels higher than the GFOA-recommended minimum level. For example, if targets are higher because the community has very volatile cash flows, then the government would want to build the fund balances back up more quickly compared to governments with more stable cash flows.
2. *Recovering from an extreme event.* An extreme event, such as a natural disaster, that has required the government to use a portion of its fund balance, may make it infeasible to replenish the fund balance as quickly as normal, depending upon the severity of the event.
3. *Political continuity.* Replenishing fund balance takes political will, and that will is often strengthened by the memory of the financial challenge that caused the use of fund balances in the first place. If the governing board and/or management are already committed to a particular financial policy, the replenishment strategy should be as consistent as possible with that policy in order to maximize political support.
4. *Financial planning time horizons.* Fund balances should typically be replenished within the time horizon covered by the organization’s long-term financial plan. This puts the entire replenishment plan in context and shows the public and decision makers the expected positive outcome of the replenishment strategy.
5. *Long-term forecasts and economic conditions.* Expectations for poor economic conditions may delay the point at which fund balances can be replenished. However, in its replenishment plan the government should be sure to set a benchmark (e.g., after fund balances have dropped to a certain point below desired target levels) for when use of fund balance is no longer acceptable as a source of funds.
6. *Milestones for gradual replenishment.* A replenishment plan will likely be more successful if it establishes replenishment milestones at various time intervals. This is especially important if replenishment is expected to take place over multiple years (e.g., if you are starting from 75% of your target, set a goal to reach 80 percent of target in one year, 90 percent in two years, and 100 percent in three years).
7. *External financing expectations.* A replenishment plan that is not consistent with credit rating agency expectations may increase the government’s cost of borrowing. It is important that the logic used by the government to develop the replenishment plan be communicated in an effective fashion to external lenders.

References.

- GFOA Best Practice [Appropriate Level of Unrestricted Fund Balance in the General Fund](#), 2009.
- For a fuller explanation of the concept of “bridging” in financial distress, please visit GFOA’s financial recovery website at www.gfoa.org/financialrecovery.

Approved by the GFOA’s Executive Board, February, 2011.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5a

Agenda Date 06/06/2017

Number Ordinance O-17-2011

Type Ordinance

Department City Manager

Title

Approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2017 Rate Review Mechanism Filing and adopting tariffs that reflect rate adjustments consistent with the negotiated settlement

Strategic Plan

2.1 Provide responsive, efficient city services

Explanation

Second Reading and Public Hearing

There were no speakers regarding this item at the May 16, 2017 City Council meeting.

First Reading and Public Hearing

The City of Colleyville, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division, is a member of the Atmos Cities Steering Committee (ACSC). The Rate Review Mechanism (RRM) Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program (GRIP), the statutory provision that allows Atmos to bypass the City's rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

The 2017 RRM filing is the fifth RRM filing under the renewed RRM Tariff. On March 1, 2017, Atmos made a filing requesting \$57.4 million in additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$46.4 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission's exclusive original jurisdiction and have their rates set through the GRIP process. If Atmos had used the GRIP process rather than the RRM process for this requested rate increase, it would have received a \$52.4 million increase, or about \$4.4 million more than in the proposed Ordinance (attached). ACSC and Atmos have concluded negotiations and reached an agreement, reflected in the Ordinance, to reduce the request by \$9.4 million system-wide (\$7.6 million exclusive of the City of Dallas), such that the Ordinance approving new rates reflects an increase of \$48 million on a system-wide basis, or \$38.8 million for Atmos Mid-Tex Cities, exclusive of

the City of Dallas.

The tariffs attached to the Ordinance will be effective for bills rendered on or after June 1, 2017. The monthly residential customer charge will go from \$19.10 to \$19.60. The consumption charge will increase to \$0.14 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$2.04, or about 3.87%. The typical commercial customer will see an increase of \$6.27, or 2.37 percent.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2017 RRM filing, and implementing the rate change. Failure to accept the negotiated rate settlement would ultimately result in higher rates, potentially even higher than the original RRM increase request.

Financial Impact

Approval of the proposed ordinance will increase revenues for Atmos Mid-Tex by \$48 million on a system-wide basis, as opposed to the \$52.4 million that would have been received through the GRIP process. The typical residential customer will see an increase of \$2.04 per month.

Recommendation

Approve

Attachments

1. Atmos 2017 RRM Filing
2. Ordinance O-17-2011



Chris Felan
Vice President
Rates & Regulatory Affairs

March 1, 2017

To the Honorable Mayor and City Manager

Re: Atmos Energy Corporation's 2017 Rate Review Mechanism Filing

Dear Mayor and City Manager,

Through this correspondence, Atmos Energy Corporation, Mid-Tex Division's ("Atmos Energy" or "the Company") wishes to notify you that the Company has submitted its fifth filing under the Rider RRM - Rate Review Mechanism Tariff. Consistent with our agreement, this filing has been served on the attorney for your coalition. If you desire a CD or a printed copy of the filing, you can contact your local Manager of Public Affairs to obtain a copy. We have also attached an Executive Summary to the cover letter, which highlights the details of the 2017 RRM Filing.

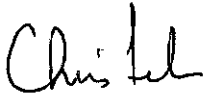
This RRM filing represents a requested increase in annual revenue of approximately \$46.5 million. This represents a monthly increase of \$2.45 for the average residential customer.

The RRM filing documents and schedules have been provided to your representative. As part of the filing, we have included updated tariffs for Rates R, C, I and T and Rider WNA. In addition, per the RRM Agreement, we have included Minimum Filing Requirements (MFR) as part of this filing. The MFRs consists of information that is typically requested by the interveners during the discovery process. We stand ready to respond to your requests for information during the review process and hope that we will be able to continue the cooperative nature established in the previous RRM filings. The goal is to reach a mutual agreement that fairly balances the needs of the Company and the needs of the customer.

The Company proposes to make the new rates effective on June 1, 2017 and is committed to working with your representative to answer any questions regarding the filing during the interim. Should you have any specific questions, please forward them to your local Manager of Public Affairs or to my attention.

In closing, I want to say again how much Atmos Energy appreciates your City's willingness to work with the Company. We look forward to continuing this cooperative spirit as you review the Company's filing.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Felan". The signature is fluid and cursive, with the first name "Chris" and last name "Felan" clearly distinguishable.

Chris Felan

Attachment:

Executive Summary

Atmos Energy Corporation - Mid-Tex Division
Executive Summary
2017 RRM Filing
March 2017

- Atmos Energy Corporation, Mid-Tex Division (the “Company”) reached an agreement with 441 of the 442 cities by July 2013 to establish a new Rate Review Mechanism (RRM). The RRM is a systematic process collaboratively developed by the Company and the City Coalitions (“Cities”), specifying how rates will be set over a specified period of time.
- Benefits of the RRM
 - Suspends GRIP filings
 - Avoids cost of litigation that would be borne by customers
 - Provides transparent process for annual review of all Company expenses and investment
 - Provides \$3 million discount to the annual system-wide cost of service
 - Provides additional \$12.2 million discount due to cap on equity
 - Limits future growth of the residential customer charge (The proposed GRIP customer charge is \$25.94)
- The Company submitted its fifth filing under the new RRM to each of its Cities or their representative on March 1, 2017. The filing package supports an increase in rates of:
 - Average Residential customer using 46.3 Ccf a month will have an increase of \$2.45/month, 4.65% overall
 - Average Commercial customer using 371.0 Ccf a month will have an increase of \$7.53/month, 2.84% overall
 - Average Industrial/Transportation customer using 4,364 MMBtu a month will have an increase of \$207.28, 3.85% overall for Industrial and 5.14% for Transportation customers overall.

The Company has calculated the change in rates based on the requirements set forth in its Rider RRM, which includes agreed-upon rate design, exclusions, and cost of service adjustments.

- What is next?
 - Collaborative effort between the Company and the Cities' consultants in reviewing the filing.
 - Company and City Representatives/Consultants will review and agree on final rates to be implemented on June 1, 2017.

ORDINANCE O-17-2011

APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2017 RATE REVIEW MECHANISM FILINGS; ADOPTING TARIFFS; REQUIRING RECONCILIATION AND RATE ADJUSTMENTS IF FEDERAL INCOME TAX RATES CHANGE; TERMINATING THE RRM PROCESS FOR 2018 PENDING RENEGOTIATION OF RRM TERMS AND CONDITIONS; AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, on March 1, 2017, Atmos Mid-Tex filed its 2017 RRM rate request with ACSC Cities; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2016 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, and ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$48 million on a system-wide basis; and

WHEREAS, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are

agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications; and

WHEREAS, the Company and ACSC have agreed that rates should be adjusted if any change in federal income tax rates is implemented during the period that rates approved herein remain in place; and

WHEREAS, because ACSC believes that certain provisions of the current terms and conditions of the RRM tariff are inconsistent with market conditions, the City expects renegotiation of the current RRM tariff in the summer of 2017.

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

- Sec. 1. THAT the findings set forth in this Ordinance are hereby in all things approved.
- Sec. 2. THAT the City Council finds the settled amount of an increase in revenues of \$48 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2017 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.
- Sec. 3. THAT the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached as Attachment A, are hereby adopted and are designed to allow Atmos Mid-Tex to recover annually an additional \$48 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B.
- Sec. 4. THAT the ratemaking treatment for pensions and other post-employment benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

- Sec. 5. THAT consistent with Texas Utilities Code Section 104.055(c), Atmos Energy's recovery of federal income tax expense through the Rider RRM has been computed using the statutory income tax rate. In the event that a change in the statutory income tax rate is implemented during the Rider RRM Rate Effective Date, Atmos Energy shall reconcile the difference between the amount of federal income tax expense included in the Rider RRM calculation for the Rate Effective Date with the amount of federal income tax expense authorized under the new statutory income tax rate. The reconciliation period shall be from the date on which any new statutory income tax rate is implemented through the Rate Effective Date. An interest component calculated at the customer deposit interest rate then in effect as approved by the Railroad Commission of Texas shall be applied to the federal income tax expense reconciliation. Further, any required reconciliation of federal income tax expense shall be included as part of Atmos Mid-Tex's next annual RRM filing and shall be returned to or recovered from customers as a one-time credit or surcharge to the customer's bill.
- Sec. 6 THAT the City requires renegotiation of RRM tariff terms and conditions during the Summer of 2017. If an agreed renegotiated RRM tariff cannot be achieved, the City will terminate the RRM process and consider initiation of a traditional rate case to reduce the Company's authorized return on equity.
- Sec. 7 THAT Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2017 RRM filing.
- Sec. 8. THAT to the extent any resolution or ordinance previously adopted by the City Council is inconsistent with this Ordinance, it is hereby repealed.
- Sec. 9. THAT if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.
- Sec. 10. THAT consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and

after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2017.

Sec. 11. THAT a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 16th day of May 2017.

The second reading and public hearing being conducted on the 6th day of June 2017.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS THE 6TH DAY OF JUNE 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Nancy Coplen	_____
Place 6, Mike Taylor	_____		

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:

Whitt Wyatt
City Attorney

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 19.60 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 19.62 per month
Commodity Charge – All <u>Ccf</u>	\$0.14427 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2016.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 44.70 per month
Rider CEE Surcharge	\$ 0.08 per month ¹
Total Customer Charge	\$ 44.78 per month
Commodity Charge – All Ccf	\$ 0.09279 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2016.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 799.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3374 per MMBtu
Next 3,500 MMBtu	\$ 0.2470 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0530 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 799.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3374 per MMBtu
Next 3,500 MMBtu	\$ 0.2470 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0530 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2017	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2017	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2017	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.79	0.1347	93.16	0.6060
Austin	10.37	0.1483	190.68	0.9069
Dallas	13.36	0.2089	180.35	1.0191
Waco	9.64	0.1348	124.37	0.5791
Wichita Falls	11.20	0.1412	107.96	0.5571

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the Company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the Company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the Company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

File Date: March 1, 2017

ATMOS ENERGY CORP., MID-TEX DIVISION
PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)
TEST YEAR ENDING DECEMBER 31, 2016

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1	Proposed Change In Rates:		\$ 48,000,000		Schedule A						
2	Proposed Change In Rates without Revenue Related Taxes:		\$ 44,800,457		Ln 1 divided by factor on WP_F-5.1						
3											
4											
5											
6		Revenue Requirements		Allocations							
7	Residential	\$ 338,431,486		77.95%	Per GUD 10170 Final Order						
8	Commercial	84,223,622		19.40%	Per GUD 10170 Final Order						
9	Industrial and Transportation	11,490,316		2.65%	Per GUD 10170 Final Order						
10	Net Revenue Requirements GUD No. 10170	<u>\$ 434,145,424</u>									

16 With Proportional Increase all classes but Residential and a 40% residential base charge increase:

		Current	Prospective	Revenues
20	Residential Base Charge	\$ 19.08	\$ 0.77	\$ 13,969,407
21	Residential Consumption Charge	\$ 0.11378	\$ 0.02502	20,954,111
22	Commercial Base Charge	\$ 41.70	\$ 2.96	4,345,614
23	Commercial Consumption Charge	\$ 0.08494	\$ 0.00797	4,345,614
24	I&T Base Charge	\$ 737.00	\$ 62.70	592,856
25	I&T Consumption Charge Tier 1 MMBTU	\$ 0.3096	\$ 0.0278	279,522
26	I&T Consumption Charge Tier 2 MMBTU	\$ 0.2267	\$ 0.0203	225,635
27	I&T Consumption Charge Tier 3 MMBTU	\$ 0.0486	\$ 0.0044	87,699
28				<u>\$ 44,800,457</u>

In accordance with RRM tariff:

	Proposed Change	Proposed Change In Revenues	Proposed Rates	Proposed Revenues
Residential Base Charge	\$ 0.52	\$ 9,385,859	\$ 19.60	\$ 353,851,897
Residential Consumption Charge	\$ 0.03049	25,534,444	\$ 0.14427	120,821,718
Commercial Base Charge	\$ 3.00	4,409,676	\$ 44.70	65,707,365
Commercial Consumption Charge	\$ 0.00785	4,280,326	\$ 0.09279	50,595,093
I&T Base Charge	\$ 62.75	593,364	\$ 799.75	7,562,427
I&T Consumption Charge Tier 1 MMBTU	\$ 0.0278	279,726	\$ 0.3374	3,394,949
I&T Consumption Charge Tier 2 MMBTU	\$ 0.0203	225,178	\$ 0.2470	2,739,848
I&T Consumption Charge Tier 3 MMBTU	\$ 0.0044	88,488	\$ 0.0530	1,065,879
		<u>\$ 44,797,060</u>		<u>\$ 605,739,177</u>

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2016

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2017 Willis Towers Watson Report as adjusted (1), (3)	\$ 5,004,862	\$ 2,864,121	\$ 8,234,627	\$ 194,941	\$ 4,375,142	
2	Allocation to Mid-Tex	45.03%	45.03%	71.23%	100.00%	71.23%	
	Fiscal Year 2017 Actuarially Determined O&M Benefits (Ln 1 x Ln 2)						
3		\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
	Fiscal Year 17 Willis Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)						
5		\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420	\$ 12,719,968
6							
7							
8	Summary of Costs to Approve:						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,253,477		\$ 5,865,537			\$ 8,119,015
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 1,289,592			\$ 3,116,420	4,406,012
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 194,941		194,941
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420	\$ 12,719,968
14							
15							
16	O&M Expense Factor	74.05%	74.05%	37.75%	20.00%	37.75%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,668,700	\$ 954,943	\$ 2,214,432	\$ 38,988	\$ 1,176,551	\$ 6,053,614
19							
20	Capital Factor	25.95%	25.95%	62.25%	80.00%	62.25%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 584,777	\$ 334,649	\$ 3,651,105	\$ 155,953	\$ 1,939,870	\$ 6,666,354
23							
24	Total (Ln 18 + Ln 22)	\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420	\$ 12,719,968



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6a

Agenda Date 06/06/2017

Number Ordinance O-17-2012

Type Ordinance

Department City Manager

Title

Approval of a five-year exclusive franchise for solid waste and recycling services contract with Community Waste Disposal (CWD)

Strategic Plan

2.1 Provide responsive, efficient city services

Explanation

First Reading and Public Hearing

The City of Colleyville currently has an exclusive franchise agreement with Progressive Waste Solutions for both residential and commercial solid waste and recycling services. This agreement expires on October 31, 2017. At the January 3, 2017, City Council Worksession, the City Council provided direction to publish a Request for Proposals (RFP), seeking proposals from contractors for solid waste and recycling services for the next contract term. An RFP was posted on the City's website and advertisements were published in the *Fort Worth Star-Telegram* on January 28, 2017 and February 4, 2017. Proposals were due on February 20, 2017 at 10:00 a.m. Proposals were received from Progressive Waste Solutions (now Waste Connections), Waste Management, Community Waste Disposal (CWD), and Republic.

At the March 21, 2017 City Council worksession, staff presented a summary of the proposals received from Progressive, CWD, Republic, and Waste Management in response to the City's RFP. CWD and Progressive also gave brief presentations. The proposals from these two contractors were the lowest priced proposals, with Progressive submitting a residential customer price of \$16.49 per month (currently \$12.99) and CWD submitting a price of \$12.63 per month for twice per week garbage and once per week recycling collection. During the City Council's discussion of the proposals, several questions were raised and requests for additional information were made. The additional information requested was presented and discussed at the April 4, 2017 City Council worksession.

At the April 4, 2017 regular City Council meeting, the City Council approved a resolution directing staff to enter into contract negotiations with CWD and to issue a notice of termination to Progressive in accordance with the 180 day notice requirement in the current contract. The City Council also provided direction to include the optional service enhancement of curbside household hazardous waste and electronics recycling pickup in the contract with CWD. After discussing the size options of recycling

containers to be provided by CWD to residential customers under the new contract, the City Council determined that 65 gallon polycarts should be provided (consistent with the current contract with Progressive), with the option for residents to request that their 65 gallon polycart be replaced with a 95 gallon polycart if desired.

The attached ordinance grants CWD a five-year exclusive franchise for solid waste and recycling services in the City of Colleyville with the option to renew for two three-year terms. At Mayor Newton's request, staff explored the impacts of not granting an exclusive franchise for open-top roll off containers at residential properties only and allowing the use of other contractors. CWD analyzed the structure of their pricing proposal and indicated that if the City Council desired to make this exception to the exclusive franchise, all commercial garbage and recycling rates would need to be increased by 7% from the prices included in their proposal. If the City Council desires to incorporate this change, staff will work with CWD to amend the attached contract for the second reading of the ordinance.

The contract with CWD maintains the current service level of twice per week garbage collection and once per week recycling collection for residential customers at a rate of \$12.63 per month (currently \$12.99) and adds an additional \$0.47 for a new curbside household hazardous waste collection and electronics recycling program. The total change to the residential rate is \$0.11 per month. Upon approval of the ordinance, staff will work with CWD on the transition plan and will be communicating details to the public as quickly as possible.

Financial Impact

The attached ordinance and contract approve a residential rate of \$13.10 per month, which includes \$12.63 for garbage and recycling service and an additional \$0.47 for a new curbside household hazardous waste collection and electronics recycling program. The current residential rate for garbage and recycling service is \$12.99 per month.

Recommendation

Approve

Attachments

1. Ordinance O-17-2012

ORDINANCE O-17-2012

GRANTING AN EXCLUSIVE FRANCHISE AND CONTRACT WITH COMMUNITY WASTE DISPOSAL, LP FOR THE COLLECTION OF SOLID WASTE AND RECYCLING MATERIALS WITHIN THE CITY OF COLLEYVILLE; ESTABLISHING THE TERMS AND CONDITIONS OF THE CONTRACT FOR THE COLLECTION OF SOLID WASTE AND RECYCLING MATERIALS; AUTHORIZING THE MAYOR TO EXECUTE SUCH CONTRACT; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, proposals were solicited and received for residential solid waste and recycling collection services, including commercial collection, for the City of Colleyville; and

WHEREAS, the City Council has determined the proposal offering the best value and services to the City and its residents was submitted by Community Waste Disposal, LP; and

WHEREAS, the City Council is granting an exclusive franchise agreement and contract to Community Waste Disposal, LP in accordance with Article XII of the City's Charter; and

WHEREAS, the City Council deems it in the best interest of the City to grant a new franchise for the collection and disposal of garbage, trash, and recycling materials within the City upon the terms and conditions contained herein.

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

- Sec. 1 THAT all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Sec. 2 THAT Community Waste Disposal, LP ("hereinafter "CWD"), is hereby granted an exclusive franchise pursuant to the terms of the written Contract with Community Waste Disposal, LP for Collection of Solid Waste and Recycle Materials which is attached hereto as Exhibit "A" and incorporate herein.
- Sec. 3 THAT the Mayor is authorized to execute such contract after approval by the City Council.

- Sec. 4 THAT all prior ordinances of the City of Colleyville, in conflict with the provisions of this Ordinance be, in the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.
- Sec. 5 THAT should any part of this Ordinance be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.
- Sec. 6 THAT this Ordinance shall become effective immediately upon its passage, as the law, and City Charter in such cases provide.

AND IT IS ORDERED

The first reading and public hearing being conducted on the 6th day of June 2017.

The second reading and public hearing being conducted on the 20th day of June 2017.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 20TH DAY OF JUNE 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Nancy Coplen	_____
Place 6, Mike Taylor	_____		

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"

CONTRACT WITH COMMUNITY WASTE DISPOSAL, LP FOR COLLECTION OF SOLID WASTE AND RECYCLE MATERIALS

THIS CONTRACT ("Contract") is made and entered into by and between the City of Colleyville, Texas, a municipal corporation located in Tarrant County, Texas, (hereinafter called "City" and/or "City of Colleyville"), and Community Waste Disposal, LP (hereinafter called "Contractor"), a Texas limited partnership.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Grant of License

Contractor is hereby granted exclusive license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide refuse collection, removal and disposal services and recyclable materials collection as specified and to perform all of the work called for and described in the Contract Documents.

2. Contract

- A. This Contract includes the following documents ("Contract Documents"), and this Contract expressly incorporates same herein as fully as if set forth in this Contract:
 - 1. This Contract
 - 2. City's Request for Proposal (herein 'RFP')
 - 3. Contractor's Proposal
 - 4. Pricing Sheet (Exhibit A)
 - 5. Recycle revenue Sharing (Exhibit B)
 - 6. City Facilities Matrix (Exhibit C)
 - 7. Annual Adjustment Model (Exhibit D)
 - 8. Any addenda or changes to the foregoing documents agreed to in writing by the parties hereto.
- B. Contractor shall comply with all provisions of the Contract Documents, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such written amendment. The documents listed above shall be referred to collectively as "Contract Documents." In the event there exists a conflict between any term, provision and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above. If discrepancies are found that may impact the collection of solid waste, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the Contract. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that

component of the Contract, the Contractor shall be solely responsible for the costs and expenses- including additional time- necessary to cure that component of the Contract.

- C. This Contract constitutes the entire understanding between the parties hereto and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.

3. Definitions

The following terms, when used herein, whether capitalized or lower case shall have the respective meanings assigned thereto as follows:

Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed fifty (50) pounds.

Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units, ranging in size from 2 to 42 cubic yards.

Bin (Residential Recycling): See CWD Polycart Description.

Loose Brush: Loose tree, shrub or brush trimmings stacked together forming an easily handled package. All limbs must be placed with trunks parallel to the street, but not blocking the sidewalk. No limbs or individual piece of chopped up tree shall weigh more than 50 pounds. Limbs may not be longer than four (4) feet. Brush piles must be free of all foreign debris.

Brush Bundled: Tree, shrub or brush trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length or fifty (50) pounds in weight.

Bulky Waste: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, weights more than 50 pounds, and other waste materials other than Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for Bags, Bins or Polycarts, as the case may be. Bulky Waste does not include brush. Items that are able to be reasonably contained should be. Bulky Waste is limited to four (4) cubic yards per pick up. Resident may request a Bulky Waste pick up in excess of 4 cubic yards for a fee.

Commercial and Industrial Refuse: All Bulky Waste, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City of Colleyville, not a Residential Unit.

Commercial Cart Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.

Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

Commodity Buyer: A buyer or processor selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

Compactable Waste: Items that can be crushed under the weight of compaction equipment.

Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

Contract Documents: Collectively, the documents identified in Section 2A hereof.

Contractor: Community Waste Disposal, LP and its successors and permitted assigns.

Curbside: That portion of right-of-way adjacent to paved or traveled City of Colleyville roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

Customer: An occupant of a Residential unit, Commercial or Industrial Unit who generates Refuse or Recyclable Materials.

Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

Disabled Residents: 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. A resident will be placed on the Disabled List upon providing the City with documentation of disability. These residents will receive service at a mutually agreed upon location (typically in front of the garage door).

Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

Doorside HHW Collection: Residential monthly pickup for Household Hazardous Waste and e-waste.

Environmental Regulation: Any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C. §§ 4321-4347).

Garbage: Any and all Dead Animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Household Hazardous Waste: Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including paints, cleaners, oils, batteries, pesticides, CFS, fluorescent batteries, etc., and consumer electronic equipment that is near or at the end of its useful life.

Hazardous Material: Any pollutant, toxic substance, Hazardous Waste, Hazardous Material, hazardous substandard, solvent or oil as defined by any federal, state or local Environmental Regulation.

Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate

state agency by or pursuant to Federal or State Law. For purpose of this Contract, the term Hazardous Waste shall also include motor oil, fuel, paint and paint cans.

Landfill (Sanitary): A Texas Class I municipal solid waste landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the City of Colleyville.

Non-Compactable Waste: Brick, concrete, dirt, and composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.

Overflow: All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Bag or Container(s) with the lid(s) closed.

Polycart and/or CWD Polycart: A wheeled receptacle with a maximum capacity of 35 - 95 gallons constructed of plastic, designed for waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. No more than 50 pounds of materials allowed inside a Polycart.

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.

Proposal: shall mean that certain Proposal for Residential and Municipal Operations of Solid Waste Services - RFP # CMO-2017-01 dated February 20, 2017, and submitted pursuant to the RFP.

Recyclable Materials: Commodities collected by the Contractor from residential Units and Commercial Units pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, office paper, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers (clear, brown and green), aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

Recycling Center: A recyclable materials depository, including but not limited to transfer stations, incinerators, and waste processing/separation center licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive recyclables for processing.

Refuse: Residential Refuse and Bulky Waste, and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

Residential Unit: A dwelling within the corporate limits of the City of Colleyville occupied by a person or group of persons comprising not more than four families. A Residential

Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A residential dwelling, whether of single or multi-level construction, consisting of four or less units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

RFP: shall mean that certain Request for Proposals- Residential and Municipal Operations Solid Waste and Recycling Services, RFP # CMO-2017-01 closing date February 20, 2017, inclusive of all addenda thereto, prepared by the City.

Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Solid Waste or Waste Material: All non-hazardous (as defined by CERCLA and other applicable State and Federal laws and regulations) and solid 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, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings.

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.

Transfer Station: Residents may utilize the CWD Transfer Station for a fee, located at 2010 California Crossing, Dallas TX 75220.

Unacceptable Waste: Contractor/construction debris is not acceptable in residential or front load containers; household hazardous waste is not acceptable unless collected through the Doorside HHW collection.

Yard Waste: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation.

4. Scope and Nature of Operation

- A. Residential Collection: Contractor shall provide sufficient vehicles and employees to provide curbside collection service for the collection of Residential Refuse, Solid Waste, and Recyclable Materials to each Residential Unit, as outlined in Exhibit A, when placed at curbside by 7:00 a.m. on the designated collection day. Further, Contractor shall provide to City a copy of maps indicating the routes used in the

collection of waste from all residential customers. Contractor shall work with City staff to develop routes acceptable to the City. Contractor may request changes to residential collection routes that are determined to be more efficient than those in effect or to which the Parties here agreed; provided, however, no change in collection routes shall be made unless:

1. Such change has been approved in writing by the City, which shall not be unreasonably withheld or delayed; and
2. if the change will require a change in the days Waste Materials and/or Recyclable Materials are collected from a Residential Customer, Contractor has provided written notice to each Residential Customer whose collection dates will change not later than fifteen (15) days prior to the date of the new collection dates become effective.

B. Residential Solid Waste Collection Services: The Contractor shall pick up all solid waste generated from residential premises contained within customer provided bags or cans, up to four (4) cubic yards of bulky items or loose brush per collection, and unlimited tied and bundled brush. Weight of individual can or bag shall not exceed 50 pounds. At customer's request, excessive amounts of rubbish, brush and trees may be collected and disposed of by Contractor for a special haul fee mutually agreed upon by Contractor and such customer. The special haul fee will be based on a specific cubic yard measurement. It is the Contractor's sole duty to ensure that all special haul fees are collected directly from the resident(s) and Contractor shall ensure that any and all disputes that may arise in connection with the collection of special hauling fees between the Contractor and the resident(s) are fully and amicably resolved.

C. Commercial and Industrial Accounts: Contractor shall provide sufficient vehicles and employees to collect and remove solid waste and recycling services from the premises of commercial, institutional and industrial customers that select Contractor to provide service at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. Collection may be in carts or bins as designated by the customer. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. Contractor shall also provide weekly service for recyclable materials to all commercial customers that select Contractor to provide solid waste service. All collection under this section shall occur Monday through Saturday between the hours of 7:00 a.m. and 7:00 p.m.

D. Residential Recycling Collection:

1. The Contractor shall provide residential recycling as described in Exhibit A. If the City of Colleyville should choose Polycart service at the onset of the contract, Contractor will provide each Residential Unit a CWD recycling

Polycart with lid, and of a type that is generally accepted by municipalities with recycling experience.

2. If the City of Colleyville should choose recycling Polycart service at the onset of the contract, Contractor will be responsible for delivering recycling Polycarts to each resident. Residents will be charged \$75.00 for lost or stolen Polycarts. Fee will not be applied to residents who are moving in/out.
3. The collection of the recyclable materials shall occur at the curb and all material must be contained within the cart.
4. Contractor shall also provide the City of Colleyville a recycling report detailing volume collected and any other information required by the City.
5. The Contractor is under no obligation to service recycling Polycarts if they are contaminated with Unacceptable Waste.

E. Unusual Accumulations Collection: The Contractor may reasonably charge for the collection of unusual accumulations.

F. Implementation Plan: City of Colleyville shall work with Contractor to approve an informational brochure which Contractor delivers with each residential Polycart and to commercial and industrial customer addresses.

G. Holiday Schedule: The following shall be holidays for the purpose of this Contract:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

The Contractor may choose to run normal collection on the holiday or when holiday falls on a weekday (Monday through Friday). Contractor will delay all collection routes one day from the day of the holiday until the end of that week, completing all routes on Saturday of that week. For example, if New Year's Day falls on Thursday, no routes are run on Thursday. The New Year's Day routes will be run on Friday, and Friday's routes will be run on Saturday.

5. Collection Operation

- A. Hours of Operation: Contactor shall collect garbage and solid waste and recyclables only between the hours of 7:00 a.m. and 7:00 p.m., on the same day. There shall be no waste collection before 7:00 a.m and/or after 7:00 p.m. without prior written notice from the Contractor and written approval from the City.

B. Hours of Disposal: Contractor shall dispose of all waste within the operating hours of disposal site.

C. Routes of Collection: Collection routes shall be established by Contractor as approved by the City of Colleyville. The City of Colleyville shall be provided route collection maps and container locations in accordance with the terms and conditions of the Contract Documents.

D. Complaints:

1. **Complaints.** All complaints made directly to Contractor or forwarded to Contractor by City shall be given prompt and courteous attention. Contractor will answer Customer calls in a timely manner and will use commercially reasonable efforts to respond to all e-mails, written inquiries (regardless of how delivered), voice mail messages, and other Customer inquiries not later than the next business day following receipt of the inquiry.
2. **Complaint Log.** Contractor shall make and keep records of all complaints regarding missed collections which shall include (a) the date and time of the complaint, (b) the name and address of the complainant (including the location of the complaint if different), (c) Contractor's determination and resolution and, (e) the date and time when the Complaint was resolved. Contractor shall provide to the City an updated complaint log not less than once every 30 days. The City may further request that Contractor provide City a copy of the current complaint log at any time; in which case Contractor shall have one (1) business day to deliver to City the current complaint log. The City will maintain the complaint log and shall be entitled to rely upon the information contained therein to administer the non-performance provisions of this Contract.
3. **Charges for Non-Performance.** Contractor understands that providing exceptional service is a top priority of this Contract. The following acts or omissions may result in a charge from the City to be paid by Contractor in the following amounts:
 - (a) A charge of \$50.00 shall be made for each missed collection at a single address when a Residential Customer reports a missed collection provided that:
 - (1) The missed collection is reported not later than 48 hours following the end of the scheduled collection date;

- (2) One or more missed collections have been reported at the same address within the 90 day period prior to the missed collection for which the charge is to be assessed.
- (b) A charge of \$100 shall be made if Contractor fails to clean up any spill or leak of Waste Material caused by Contractor, Contractor's vehicles or Contractor's employee's or subcontractors within twenty four (24) hours of receipt from City of written notice of such spill or leak; provided, however, if the nature of the leak or spill is such that completion of the cleanup cannot reasonably be completed within 24 hours of notification, or inclement weather prevents proceeding with the cleanup, Contractor shall be provided reasonable additional time to complete the clean up properly. Notwithstanding the foregoing, no charge shall be made in relation to cleanup resulting from leaks or spills resulting from disposal of Unacceptable Waste items or liquids including motor oil, hydraulic oil, cooking oil, chemicals, paint, solvents, stains, or gasoline.
- (c) Contractor shall remit payment to City for all charges incurred and invoiced by the City under this Section D within thirty (30) days of the date of the City's invoice. The Parties agree that the City may deliver the foregoing invoices through email or other electronic means as may be agreed to by the Parties.

E. Collection-Equipment:

- 1. Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines 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. Contractor shall provide and maintain a fleet of collection vehicles sufficient in number and capacity to efficiently perform the collection of Waste Materials as required by 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 nor scatter any waste within the boundaries of the City of Colleyville nor while in route to the disposal site, where such accumulation shall be dumped. Contractors vehicles shall also:
 - (a) be maintained in a clean, workmanlike manner (including, maintaining seals on the hoppers to minimize liquids escaping the vehicle during collection and transport);
 - (b) be clearly identified with the Contractor's name (or assumed name, i.e. its "d/b/a" name), address, and phone number of Contractor's

local office, posted on each cab door of the vehicle and such other place required by applicable state regulations;

- (c) display all applicable vehicle inspection stickers issued pursuant to State law. Notwithstanding the fact that a vehicle is displaying a valid and current inspection sticker, City may at any time inspect and require Contractor to bring a vehicle into compliance with state requirements for condition and operation of the vehicle's tires and equipment if it is determined the equipment or tires would not pass a state inspection. Such inspection by City shall be conducted in a manner that does not unreasonably interfere with Contractor's operations; and
 - (d) be equipped with a shovel and broom to be used for collection of spilled Waste Material.
- 2. Due to the street size variations in the City, the contractor shall provide equipment that will accommodate collection from each customer address. 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 sole expense.
- 3. Contractor's name, telephone number and unit number shall be clearly marked on each side of the Contractor's vehicle and legible from 150 feet. Contractor shall maintain all collection equipment in a safe and efficient working condition throughout the term of this Contract. Contractor's vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program.
- 4. Contractor shall furnish to City an inventory of all equipment and vehicles to be used pursuant to this Contract. Contractor shall provide City an updated list not later than ten (10) business days after Contractor adds and/or deletes a vehicle or piece of equipment that is being used in the City unless the addition or deletion is only for a temporary period to allow for the repair of a vehicle or piece of equipment that is on the inventory that has been temporarily removed from service.
- 5. Contractor shall further be responsible for the repair of damage to paved surfaces on public streets, alleys, thoroughfares, bridges, or easements when such damage is caused by Contractor's negligent or inappropriate operation of its collection equipment. Contractor shall not be responsible for normal wear and tear of public rights of way or regular maintenance of such rights of way. Substantiation of cause shall be determined by mutual agreement of the City and Contractor. At no time shall Contractor, its

subcontractors, or their respective employees operate a vehicle in the City's Limits that:

- (a) is loaded to the extent that the load exceeds the weight allowed by law for the rating of said vehicle; or
- (b) is loaded to the extent that the combined weight of the load and vehicle exceeds the weight allowed on the public streets, alleys, thoroughfares, bridges, or easements on which the vehicle is traveling, if such street, alley, or bridge has received a weight limitation rating.

Contractor shall, not later than forty-five (45) days following written demand, reimburse City for all costs related to City's repair of damages determined by mutual agreement to be Contractor's responsibility pursuant to this Section.

- F. Disposal: Contractor shall deliver all Solid Waste collected to a licensed Class I sanitary landfill operated in compliance with rules stipulated by the Texas Commission on Environmental Quality (TCEQ) and/or the Environmental Protection Agency (EPA). Contractor shall deliver all household hazardous waste to a landfill legally permitted to accept such waste.
- G. Spillage: Except as otherwise may be provided herein, Contractor shall not be responsible for scattered refuse unless the same has been caused by its equipment or the acts, omissions of any of its employees, agents and/or subcontractors, in which case all scattered refuse shall be picked up immediately by Contractor. Any stains caused by leaking trucks will be cleaned up by Contractor at Contractor's sole expense. Contractor will not be required to clean up or collect loose refuse or spillage not caused by its equipment or the acts or omissions of its employees, agents and/or subcontractors, but shall promptly notify the City in writing of the location of such conditions so that proper notice can be given to the customer at the premises to properly contain refuse.
- H. Vicious Animals: Employees of Contractor shall not be required to expose themselves to the dangers of 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 its inability to make collection.

6. City Service Specification

Contractor shall furnish free garbage pickup for all City facilities. Contractor shall supply the necessary labor and equipment to provide bulk and brush collection at the City's annual drop off event at no charge to the City. Contractor shall also supply up to fifty (50) 80-100 gallon containers up to 3 times per year for special events at no charge to the City.

See Exhibit C for City Facilities locations and service matrix.

7. Recyclable Materials

- A. Contractor shall provide a single-stream recyclable collection service. Residents will not be required to separate recyclable materials by type of material.
- B. Contractor shall be totally responsible for the processing and marketing of all recyclable materials collected pursuant to this Contract.

8. Ownership

Title to Refuse, Solid Waste, Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or container of any sort, or removed by Contractor from the customer's premises, whichever last occurs.

9. Employees

- A. Contractor shall employ sufficient numbers of employees to satisfactorily meet its obligations under this Contract and all of Contractor's employees shall be fully qualified to perform the duties assigned to them.
- B. Contractor shall perform driving record checks of all drivers working within the City of Colleyville at least once every 12 months and shall take all reasonable steps to ensure that its drivers have safe driving records.
- C. All field employees of the Contractor shall wear uniforms identifying them as employees of the contractor. Employees driving the contractor's vehicles shall, at all times, possess and carry a valid Class B vehicle operator's license from the State of Texas. The Contractor's employees, officers and agents shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees or agents of the City of Colleyville. The Contractor shall prohibit the drinking of alcoholic beverages and the unlawful use of controlled substances by employees while on duty or in the course of performing duties under this Contract.

- D. The Contractor shall assign one supervisory level employee to oversee the Contractor's operations in the City. The City Manager, or his designee, will be given the name and contact information of the supervisor assigned and will have the right to contact the supervisor directly when needed, including outside of regular business hours. The supervisor assigned to the City will be available to respond within two (2) hours to any issue(s) that may arise during operating hours.

10. Reporting Requirements

In addition to any other reporting required under this Contract, Contractor shall provide, at a minimum, the following reports within the time periods specified in this section:

- A. Monthly Report: A Monthly Report shall be delivered to the City within three (3) weeks of the end of the reporting period containing the following information:
- i. Recycle Tonnage;
 - ii. Customer Inquiries and Complaint Logs;
 - iii. Trash, Bulk and Brush Tonnage;
 - iv. Door-Side Household Hazardous Waste;
 - v. Deductions for Non Performance; and
 - vi. Other information as may be required by the City.
- B. Annual Report: On or before January 30 of each year, Contractor shall submit a report detailing the status of the terms and conditions of this Contract and any points that need to be addressed, including safety reports, incident reports, customer complaint reports.

11. Gross Vehicle Weight Limits

Contractor specifically reserves the right to adjust the size of Commercial containers and the frequency of collections of such containers if Contractor determines that hauling an individual roll-off container will cause Contractor to exceed its maximum license limits as approved by State of Texas for gross vehicle weight ("GVW"). In such instances, Contractor shall give notice to the Customer and adjust the size of said containers and/or the frequency of service to achieve compliance with GVW limits. For all GVW pounds in excess of 54,000 pounds, Contractor may charge the Commercial Customer two and one-half (2.5) times the standard disposal fee.

12. State, Local, and Federal Regulations

Contractor agrees to comply with all of the existing laws of the United States and of this State and any further laws which may be enacted by the United States, this State, and/or the City, and agrees to comply with the regulations of any regulatory body or officer authorized to prescribe or enforce regulations pertaining to the subject matter of this Contract; it being expressly agreed that nothing in this Contract shall be construed in any manner to abridge the right of City of Colleyville to pass or enforce necessary police and

health regulations for the protection of its inhabitants. The Contractor is subject to the provisions of chapters 49, 51 and 53 of the Texas Water Code, state statutes and the Texas Constitution.

13. Licenses and Taxes

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all required taxes.

14. Vehicle Identification

Contractor's name and number shall be clearly marked on each side of the Contractor's vehicle in letters not less than two inches (2") in height.

15. Non-Collection Notice and Follow-Up

- A. Where the owner or occupant of any premises is maintaining improper or inadequate refuse containers, Contractor may refrain from collecting all or a portion of such refuse; provided Contractor notifies the City of Colleyville and the owner or occupant thereof within twenty four (24) hours thereafter of the reason for such non-collection.
- B. Except as otherwise provided in this Contract, where the City of Colleyville is notified by an owner or occupant 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 of Colleyville will investigate the matter, and if the investigation discloses that Contractor has failed to collect refuse from the subject premises without cause as supported by notice as described herein, Contractor shall collect the same within twenty four (24) hours after a collection order is issued by the City of Colleyville.

16. Remuneration - Residential

The City of Colleyville shall pay for services hereunder in accordance with the "Pricing Sheet" attached hereto as Exhibit A. The rates charged by Contractor hereunder are subject to annual adjustment as set forth in Exhibit D. Contractor shall make a written request for any such adjustment no later than 30 days prior to the date on which the adjustment is intended to take effect. Such request shall be accompanied by supporting materials evidencing the basis for such adjustment. The City of Colleyville will pay contractor for residential service (refuse and recycle) by the last day of the month following the month of service. The City will be responsible for both billing and collection from residential accounts. The amounts billed by the City will be remitted to Contractor, net of a franchise fee and any permitted deductions, which will be retained by the City of Colleyville.

17. Commercial Accounts

Contractor will provide direct billing to and collection from all its commercial accounts. Contractor shall quote rates for commercial and industrial services in compliance with the rate structure set forth in this Contract. All commercial customers are to be billed directly by Contractor, and the City of Colleyville shall not be entitled to any compensation relating to such billing. The Contractor shall pay the City of Colleyville a franchise fee in accordance to commercial customers on a monthly basis.

18. Books and Records

The City of Colleyville and Contractor agree to maintain at their respective places of business adequate books and records, including financial records, relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during regular business hours for inspection by the other Party or the Party's designated representative, upon reasonable advance notice. The inspecting Party shall be responsible for all of its own expenses, including travel and contractual services.

19. Contractor as Independent Contractor of City of Colleyville

Contractor shall have control over and be solely responsible for the actions of its employees and agents during the performance of services under this Contract. Contractor assures the City of Colleyville that the actions of Contractor's employees shall be in the best interests of the City of Colleyville and its citizens. Contractor and its employees and agents are independent contractors of the City of Colleyville and not employees or agents of the City of Colleyville.

20. Term

The initial term of this Contract shall be for a period of five (5) years commencing on November 1, 2017 (the "Commencement Date") and shall end on October 31, 2022 (the "Termination Date"), unless otherwise extended or terminated earlier as provided herein. The Termination Date may be extended by written agreement of the Parties for two additional three (3) year extension terms (each an "Extension Term"), upon the same terms and conditions as herein set forth. City shall notify Contractor no later than six (6) months prior to the end of the then current term if City elects not to extend the Termination Date of this Contract. This Contract will be automatically renewed for up to two Extension Terms if City fails to provide the notice to Contractor of its election not to renew the Contract as provided herein.

Notwithstanding the provisions herein regarding Extension Terms, the Parties agree that City may, at any time prior or subsequent to expiration of the Initial Term, solicit bids or proposals or contract for the collection of Waste Materials such other services as are provided for herein for a period commencing after the Termination Date.

21. Notices

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City of Colleyville, at: City of Colleyville
100 Main Street
Colleyville, Texas 76034
ATTN: City Manager

If to Contractor, at: Community Waste Disposal, LP
2010 California Crossing Road
Dallas, TX 75220
ATTN: Greg Roemer, President, CWD

Or such other addresses as the Parties may hereafter specify by written notice delivered in accordance herewith.

22. 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, fire, or act of God. Contractor shall give notice to City of Colleyville of a force majeure event within three days of the occurrence of the event, but no later than noon on a missed collection day.

23. Insurance/Security/Indemnification

Minimum Limits of Insurance: The Contractor shall procure and maintain the following minimum types of coverage:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Worker's Compensation	As required by law covering all employees including drivers.	As required by law
Comprehensive & General Public Liability Minimum	\$2,500,000	\$10,000,000
Property Damage	\$1,000,000	\$2,000,000
Comprehensive Auto Liability	\$5,000,000	\$5,000,000
Bodily Injury	\$1,000,000	\$1,000,000
Comprehensive Auto Liability-Property Damage	\$500,000	\$1,000,000

The City of Colleyville reserves the right to review the insurance requirements of this section during the effective period of the Contract and any extension or renewal period.

Contractor will provide a performance bond in the amount of \$100,000.00, as described in section 1.7 of the RFP.

Indemnification. CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS CITY COUNCIL, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, "THE INDEMNITEES"), FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURIES OR DEATH, OR THE LOSS OF OR DAMAGE TO PROPERTY, IN EACH CASE, TO THE EXTENT CAUSED BY THE INTENTIONAL MISCONDUCT OR NEGLIGENT ACTS OR OMISSIONS, OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND/OR SUBCONTRACTORS, BUT ONLY TO THE EXTENT SUCH CLAIMS ARE NOT THE RESULT OF THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF ONE OR MORE OF THE INDEMNITEES. CITY, FOR ITSELF AND ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, DOES NOT BY THIS CONTRACT WAIVE ITS SOVEREIGN IMMUNITY, NOR DO CITY OR CONTRACTOR GRANT ANY THIRD PARTY ANY BENEFICIAL RIGHTS HERETO. THE INDEMNIFICATION PROVIDED IN THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE CONTRACT.

24. Severability

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

25. Termination of Agreement

Termination by Default. If City notifies Contractor of a failure of Contractor to perform a material provision of this Contract and, provided such failure can be cured, Contractor has failed to cure such failure on or before the thirtieth (30th) day following such notice, or if such failure can be cured, but cannot be reasonably cured within said thirty (30) days, then by the date such failure should reasonably be cured, but in no case later than ninety (90) days after delivery of the notice from City, City may terminate this Contract by delivery of written notice to Contractor. Upon such termination under this section, in the event such termination occurs during the Initial Term, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, if applicable, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the Initial Term. Except for such right during the Initial Term, following any such termination, neither Party shall have any further obligation under this Contract other than lawful deductions under this Contract,

claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date.

Termination for Insolvency, Bankruptcy, Assignment to Creditors. City may, without further notice, terminate this Contract immediately if the Contractor (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; (iii) makes a general assignments or sale of its assets or business for the benefit of creditors if Contractor ceases providing the collection of Waste Materials pursuant to this Contract and Contractor (if Contractor is a debtor-in-possession) or the trustee of the bankruptcy estate fails to ratify and continue performance of this Contract within the required period set forth in the Bankruptcy Code.

Mutual Agreement. In the event City and Contractor mutually agree in writing, this Contract may be terminated on the terms and date stipulated in writing.

Compliance with Federal Immigration Laws. Contractor agrees at all times to comply with Federal Immigration laws with respect to employment and to make available during Contractor's regular business hours on request of City employee documentation verifying an employee's status to be employed by an employee in the United States. To the extent required by law, Contractor agrees to verify current and future employee's status by utilizing the E-Verify internet-based system as operated by the United States Department of Homeland Security, or I-9 verification.

Right of Contractor to Terminate. If City is temporarily or permanently enjoined by a court of competent jurisdiction from entering this Contract or otherwise granting to Contractor an exclusive contract and franchise for the collection services to be provided herein, or an amendment to State law makes this Contract unlawful to the extent that the Contract grants an exclusive contractual right to Contractor, Contractor may, upon not less than ten (10) days written notice to City:

- (a) to terminate this Contract, in which case Contractor shall refund to City any and all amounts owed to the City for the remaining portion of the month after the date of termination; or
- (b) upon written consent of the City, continue to perform the services pursuant to this Contract, in which case the Parties will negotiate acceptable adjustments to the terms of this Contract.

Following any termination pursuant to this section, neither Party shall have any further obligation under this Contract other than for claims for lawful deductions, personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date.

Termination for Non-Appropriation of Funds. Contractor acknowledges and understands that City is prohibited by law from entering contractual obligations for the expenditure of funds beyond the current fiscal year. City may, upon written notice to

Contractor, terminate this Contract on any September 30 occurring during the Term of this Contract if City fails to appropriate funds in City's Annual Budget for the immediately following fiscal year commencing on October 1 for the purpose of providing residential solid waste collection services to Residential Customers. This Contract is not, and shall not be construed as, (a) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (b) an obligation creating a pledge of, or a lien on, City's tax or general revenues resulting in the creation of a debt.

26. Venue

Venue for any action arising under or pursuant to the terms of this Contract shall lie exclusively in Tarrant County, Texas.

27. No Waiver for Delay.

The failure or delay on the part of either Party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing. Any waiver by a Party for one or more similar events shall not be construed to apply to any other events whether similar or not.

28. Attorneys Fees.

If any litigation is commenced under this Contract, the successful Party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

29. Incorporation of Proposal and RFP.

Though not attached hereto, the RFP and Proposal are hereby expressly incorporated herein by reference. To the extent of any conflict between or among the language and provisions of this Contract, the Proposal, and the RFP, the priority of documents with respect to resolving such conflict shall be this Contract, then the RFP, then the Proposal.

30. Proposal Representations.

Contractor expressly acknowledges that City has entered this Contract in express reliance on the truth of the statements and representations set forth in the Proposal and agrees that the representations made by Contractor in the Proposal are true and correct as of the time of signing of this Contract.

(Signature Page to Follow)

SIGNED AND AGREED this the _____ day of _____, 2017.

City of Colleyville

Richard Newton, Mayor

ATTEST:

Amy Shelley, City Secretary

APPROVED AS TO FROM:

Whitt L. Wyatt, City Attorney
(6.1.17.3042.86721)

SIGNED AND AGREED this the _____ day of _____, 2017.

CONTRACTOR: Community Waste Disposal,
L.P., Texas limited partnership,

By: CWD Management, Inc., a Texas
corporation, its general partner

By:

ATTEST:

Greg Roemer, President

EXHIBIT "A"

City of Colleyville

Pricing Sheet

RESIDENTIAL

			Contractor Rates	8% Rate With Franchise Fee	Rate with Franchise Fee And Tax
Curbside collection - (Trash/Recycle/Bulk/Brush)	Per home Per Month	\$	11.62	\$ 12.63	\$ 12.63
Trash- 2 x Week Collection in customer owned containers					
Recycle - 1 x Week 65/95 Gallon CWD Cart					
Bulk/Brush - 2 x Week -4 Cubic Yards Bulk/Loose Brush, unlimited bundles					
Additional Recycle Cart	Per home Per Month	\$	2.75	\$ 2.99	\$ 2.99
Replacement Cart	Per Cart	\$	65.00	\$ 70.65	\$ 70.65

OPTIONAL ENHANCEMENT SERVICES

Door side HHW collection (on-call monthly) - Assumes the \$15,000 HHW contribution is discontinued	Per home Per Month	\$	0.43	\$ 0.47	\$ 0.47
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TEMPORARY ROLL OFF FOR RESIDENTIAL PURPOSES

Includes delivery, one weeks rental, and one (1) haul and 2 tons disposal, 12 Yard Container		\$	395.00	\$ 429.35	\$ 464.77
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STORM DEBRIS: EMERGENCY DISASTER RESPONSE RELATED TO BULKY BRUSH PICKUP EVENTS:

Includes 1 truck and 2 employees	Price Per Hour:	\$	135.00		
	Plus disposal per ton	\$	28.68		

COMMERCIAL

Commercial Hand Collect - 2 x Week	Per Month	\$	23.50	\$ 25.54	\$ 27.65
Commercial Recycling - 95 Gallon Cart	Per Month	\$	9.50	\$ 10.33	\$ 11.18

FRONT LOAD* Net To Contractor Rate

	Lifts Per Week						
Trash	1x	2x	3x	4x	5x	6x	Extra
2 Yard	\$50.63	\$79.99	\$108.36	\$138.73	\$166.07	\$195.44	\$68.00
3 Yard	\$63.56	\$104.30	\$147.84	\$189.36	\$232.89	\$274.41	\$70.00
4 Yard	\$76.96	\$127.59	\$179.24	\$227.83	\$279.49	\$330.11	\$72.00
6 Yard	\$117.47	\$170.13	\$236.95	\$304.79	\$372.65	\$440.49	\$76.00
8 Yard	\$132.65	\$216.71	\$301.76	\$385.80	\$469.85	\$555.92	\$78.00

6 Yd Compactor	\$211.45	\$374.29	\$556.83	\$746.74	\$950.26	\$1,127.65	\$106.40
8 Yd Compactor	\$238.77	\$476.76	\$709.14	\$945.21	\$1,198.12	\$1,423.16	\$109.20

Monthly Front Load Compactor Rental: 6 yd -\$170.00, 8 yd-\$200.00

8 Yard OCC	\$ 86.00	\$ 150.00					
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*Charge for Gates, Castors, or Locks \$ 4.25 Per Lift

FRONT LOAD* Rate with 8% Franchise Fee

	Lifts Per Week						
Trash	1x	2x	3x	4x	5x	6x	Extra
2 Yard	\$55.03	\$86.95	\$117.78	\$150.79	\$180.51	\$212.43	\$73.91
3 Yard	\$69.09	\$113.37	\$160.70	\$205.83	\$253.14	\$298.27	\$76.09
4 Yard	\$83.65	\$138.68	\$194.83	\$247.64	\$303.79	\$358.82	\$78.26
6 Yard	\$127.68	\$184.92	\$257.55	\$331.29	\$405.05	\$478.79	\$82.61
8 Yard	\$144.18	\$235.55	\$328.00	\$419.35	\$510.71	\$604.26	\$84.78

6 Yd Compactor	\$229.84	\$406.84	\$605.25	\$811.67	\$1,032.89	\$1,225.71	\$115.65
8 Yd Compactor	\$259.53	\$518.22	\$770.80	\$1,027.40	\$1,302.30	\$1,546.91	\$118.70

Monthly Front Load Compactor Rental: 6 yd -\$184.78, 8 yd-\$217.39

8 Yard OCC	\$93.48	\$163.04					
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*Charge for Gates, Castors, or Locks

\$4.62 Per Lift

FRONT LOAD* Rate with 8% Franchise Fee AND 8.25% Sales Tax

Trash	Lifts Per Week						Extra
	1x	2x	3x	4x	5x	6x	
2 Yard	\$59.57	\$94.12	\$127.50	\$163.23	\$195.40	\$229.96	\$80.01
3 Yard	\$74.79	\$122.72	\$173.96	\$222.81	\$274.02	\$322.88	\$82.37
4 Yard	\$90.55	\$150.12	\$210.90	\$268.07	\$328.85	\$388.42	\$84.72
6 Yard	\$138.21	\$200.18	\$278.80	\$358.62	\$438.47	\$518.29	\$89.43
8 Yard	\$156.07	\$254.98	\$355.06	\$453.95	\$552.84	\$654.11	\$91.77

6 Yd Compactor	\$248.80	\$440.40	\$655.18	\$878.63	\$1,118.10	\$1,326.83	\$125.19
8 Yd Compactor	\$280.94	\$560.97	\$834.39	\$1,112.16	\$1,409.74	\$1,674.53	\$128.49

Monthly Front Load Compactor Rental: 6 yd -\$200.03, 8 yd-\$235.33

8 Yard OCC	\$101.19	\$176.49					
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*Charge for Gates, Castors, or Locks

\$5.00 Per Lift

ROLL OFF Net to Contractor Rate**

Container Size	Type	Haul	Disposal	Daily Rental	Delivery
20 Yard	OT	\$ 323.88	\$ 28.68	\$ 5.00	\$ 125.00
30 Yard	OT	\$ 323.88	\$ 28.68	\$ 5.00	\$ 125.00
40 Yard	OT	\$ 323.88	\$ 28.68	\$ 5.00	\$ 125.00
20 Yard	Compactor	\$ 335.24	\$ 28.68	Negotiable	
30 Yard	Compactor	\$ 335.24	\$ 28.68	Negotiable	
35 Yard	Compactor	\$ 335.24	\$ 28.68	Negotiable	
40 Yard	Compactor	\$ 335.24	\$ 28.68	Negotiable	
42 Yard	Compactor	\$ 335.24	\$ 28.68	Negotiable	

** Loads that exceed the D.O.T. specification of 54,000 pounds GVW will be billed an additional \$57.36 per ton for all tons in excess of 54,000 pounds.

ROLL OFF Rate with 8% Franchise Fee**

Container Size	Type	Haul	Disposal	Daily Rental	Delivery
20 Yard	OT	\$ 352.04	\$ 31.17	\$ 5.43	\$ 135.87
30 Yard	OT	\$ 352.04	\$ 31.17	\$ 5.43	\$ 135.87
40 Yard	OT	\$ 352.04	\$ 31.17	\$ 5.43	\$ 135.87
20 Yard	Compactor	\$ 364.39	\$ 31.17	Negotiable	
30 Yard	Compactor	\$ 364.39	\$ 31.17	Negotiable	
35 Yard	Compactor	\$ 364.39	\$ 31.17	Negotiable	
40 Yard	Compactor	\$ 364.39	\$ 31.17	Negotiable	
42 Yard	Compactor	\$ 364.39	\$ 31.17	Negotiable	

** Loads that exceed the D.O.T. specification of 54,000 pounds GVW will be billed an additional \$62.35 per ton for all tons in excess of 54,000 pounds.

ROLL OFF Rate with 8% Franchise Fee AND 8.25% Sales Tax**

Container Size	Type	Haul	Disposal	Daily Rental	Delivery
20 Yard	OT	\$ 381.08	\$ 33.74	\$ 5.88	\$ 147.08
30 Yard	OT	\$ 381.08	\$ 33.74	\$ 5.88	\$ 147.08
40 Yard	OT	\$ 381.08	\$ 33.74	\$ 5.88	\$ 147.08

20 Yard	Compactor	\$ 394.45	\$ 33.74	Negotiable
30 Yard	Compactor	\$ 394.45	\$ 33.74	Negotiable
35 Yard	Compactor	\$ 394.45	\$ 33.74	Negotiable
40 Yard	Compactor	\$ 394.45	\$ 33.74	Negotiable
42 Yard	Compactor	\$ 394.45	\$ 33.74	Negotiable

** Loads that exceed the D.O.T. specification of 54,000 pounds GVW will be billed an additional \$67.49 per ton for all tons in excess of 54,000 pounds.

EXHIBIT "B"
Community Waste Disposal
COLLEYVILLE
Recycle Revenue Sharing Calculations
65/95 Gallon Cart

Total Tons Received by CWD

Per Ton Processing Fee & Transportation Fee (Note 1)

Total Processing Fee

702.00	
\$ 76.81	Adj Annually
\$ 53,920.62	

Commodity	Adj Annually	Note 3	Note 4	Total \$	Tons
	Component %	Pricing Structure	Adjusted Monthly Pubished Value \$ Per Ton		
ONP	14.00%	PPI - #8 Southwest Hi	\$ 100.00	\$ 9,828.00	98.28
OCC	19.71%	PPI #11 Southwest Hi	\$ 120.00	\$ 16,603.20	138.36
Mixed Paper	9.87%	PPI Mixed Paper #2 Hi	\$ 90.00	\$ 6,236.10	69.29
Aluminum	0.77%	SMP - Region 8 Houston High	\$ 520.00	\$ 2,813.20	5.41
Steel/Tin	1.52%	SMP - Region 8 Houston High	\$ 5.00	\$ 53.35	10.67
PETE	3.43%	SMP - Region 8 Houston High	\$ 180.00	\$ 4,334.40	24.08
HDPE - Natural	1.15%	SMP - Region 8 Houston High	\$ 500.00	\$ 4,035.00	8.07
HDPE - Colored	0.90%	SMP - Region 8 Houston High	\$ 280.00	\$ 1,769.60	6.32
Mixed Plastic	0.19%	SMP - Region 8 Houston High	\$ 40.00	\$ 53.20	1.33
Mixed Glass	14.67%		\$ -	\$ -	102.98
Residue	33.79%		\$ (24.79)	\$ (5,880.44)	237.21
	100.00%		\$ 56.76	\$ 39,845.61	702.00

Total Gross Recycle Revenue

Less Total Processing Fees

Net Revenue

60% City Share of Net Positive Revenue

\$ 39,845.61
\$ (53,920.62)
\$ (14,075.01)
NA

Revenue Share Per Ton

NOTE 1 Processing & Transportation Fees will be adjusted annually based on CPIU, Disposal, and Fuel increases

NOTE 2 Per ton rebate cannot exceed \$40 per ton.

NOTE 3 SMP = Secondary Materials Pricing, PPI = Pulp & Paper Week

NOTE 4 Pricing current as of 1-31-2017

NOTE 5 City will never be required to pay contractor for negative revenue values. Any negative values will carry forward and must be brought back to zero before compensation to the city begins or resumes.

Exhibit "C"

Free City Services

SiteName	SiteAddress	Qty	SvcFrequency	Type
Christmas Tree Lighting (also used for other events)	100 Main Street	20	On-Call	95 Gallon Trash Carts
City Hall & Library	100 Main Street	10	Weekly	95 Gallon Recycle Cart
City Hall & Library	100 Main Street	1	2 times per week	8 Yard Trash Container
City Park	5205 Bransford Road	1	Weekly	8 Yard Recycle Container
City Park	5205 Bransford Road	1	3 times per week	8 Yard Trash Container
Clean Sweep Event	High School Parking Lot	1	Annually	3 Rearload Trucks, 1 Open Top, 1 Brush Truck
Colleyville Center	5301 Riverwalk Drive	7	Weekly	95 Gallon Recycle Cart
Colleyville Center	5301 Riverwalk Drive		Call Out	Extra Dumps
Colleyville Center	5301 Riverwalk Drive	1	3 times per week	8 Yard Trash Container
Colleyville Justice Center	5201 Riverwalk Drive	4	Weekly	95 Gallon Recycle Cart
Colleyville Justice Center	5201 Riverwalk Drive	1	Weekly	8 Yard Trash Container
Fire Station 1	5209 Colleyville Blvd	1	Weekly	8 Yard Trash Container
Fire Station 1	5209 Colleyville Blvd	6	Weekly	95 Gallon Recycle Cart
Fire Station 2	5212 Pool Road	1	Weekly	95 Gallon Recycle Cart
Fire Station 2	5212 Pool Road	1	2 times per week	95 Gallon Trash Cart
Fire Station 3	312 McDonwell School Road	1	Weekly	95 Gallon Recycle Cart
Fire Station 3	312 McDonwell School Road	1	2 times per week	95 Gallon Trash Cart
Library	110 Main Street	2	Weekly	95 Gallon Recycle Cart
McPherson Park	6719 McPherson Road		Call Out	30 Yard Roll-off Container - Brush Only (1)
Old Tyme BBQ Event	5201 Riverwalk Drive	1	Annually	Varies, 1 Open Top
Parks Office	5109 Bransford Road	1	Weekly	95 Gallon Recycle Cart
Parks Shop / Yard	5201 Bransford Road	2	Weekly	95 Gallon Recycle Cart
Parks Shop / Yard	5201 Bransford Road		Call Out	30 Yard Roll-off Container (1)
Pleasant Run Park	6501 Pleasant Run Road	1	Weekly	8 Yard Recycle Container
Pleasant Run Park	601 Pleasant Run Road	1	3 times per week	8 Yard Trash Container
Public Works Service Center	1601 Hall Johnson Road	2	Weekly	95 Gallon Recycle Cart
Public Works Service Center	1601 Hall Johnson Road	1	Weekly	8 Yard Trash Container
Public Works Service Center	1601 Hall Johnson Road		Call Out	30 Yard Roll-off Container (1)
Red, White, & Sousa Event	5301 Riverwalk Drive	1	Annually	4 Yard Trash Container
Senior Center	2512 Glade Road	1	Weekly	95 Gallon Recycle Cart
Senior Center	2512 Glade Road	1	Weekly	4 Yard Trash Container

(1) Twenty four (24) free Thirty (30) Yard Open Top Hauls Per Year. Additional hauls charged at 20% discount to Exhibit "A" Net to Contractor Rate(s).

Frontload service for City facilities will be customized per service quantities required, but not to exceed 600 cubic yards per month.

EXHIBIT “D”

ANNUAL ADJUSTMENT MODEL COLLEYVILLE

3-24-2017

All rates charged by Community Waste Disposal (contractor) will be subject to an Annual CPI/Fuel/Disposal Cost Adjustment. Rates may increase or decrease depending on the changes in the indices as outlined below. The first annual adjustment will be effective twelve (12) months from the contract date, and subsequent adjustments will be made each year through the term of the contract. The Annual Adjustment will be applicable to all charges for Trash, Recycling, and other services for both residential and commercial services as contained in the contract. Rates and fees will be adjusted by the contractor for the second and subsequent Contract years for the term of the contract, based on the indices and methodology as described below. If any index defined herein shall not be determined and published or if any index as it is constituted on the Contract Date is thereafter substantially changed, there shall be substituted for such index another index which is determined and published on a basis substantially similar to the index being replaced as shall be mutually agreed upon by the City and the Contractor. The percentage breakdown among the three components of the annual adjustment (CPI, Fuel, Disposal) will vary based on the type of service rendered (System) and can be found on the System Chart below. Annual Rate Adjustment will not be unreasonably withheld or denied.

CPI (see System Chart for %)

The basis for the CPI component of the annual adjustment will be the increase or decrease in the “Consumer Price Index – All Urban Consumers”, all items (not seasonally adjusted) **less Energy**, for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the CPI index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract, and the Current CPI Index will be the most recent Index published two (2) months prior to the current year’s contract anniversary date. For subsequent years the Base CPI will be the previous year’s “Current Index Value” and the Current CPI Index will be the most recently published Index two (2) months prior to the current year’s contract anniversary date.

FUEL (see System Chart for %)

The Fuel portion of the Annual Adjustment will be determined using the increase or decrease in the Department of Energy’s Weekly Retail On-Highway Diesel Prices per gallon for the Gulf Coast region as reported by the Energy Information Administration of the U.S. Department of Energy (www.eia.doe.gov). The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the diesel fuel index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Fuel Index will be the average DOE diesel fuel cost per gallon for the most recent three (3) month period ending two (2) months prior to the date of the contract. The Current Fuel Index will be the DOE average diesel fuel cost per gallon for the three (3) month period ending two (2) months prior to the contract anniversary date. For all subsequent years of the contract the Base or Previous Fuel Index will be the previous year’s “Current Index Value”, and the Current Fuel Index will be the average DOE diesel fuel cost for the three month period ending two (2) months prior to the current years contract anniversary date.

DISPOSAL (see System Chart for %)

The Disposal portion of the Annual Adjustment will be determined using the increase or decrease in the CWD gate rate price for the Lewisville DFW Landfill. The contractor has designated (see *System Chart for amount*) % of fees and charges to be adjusted by the Disposal rate changes. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Disposal Index will be the Lewisville DFW Landfill gate rate effective on the date the CWD bid was submitted. The Current Disposal Index will be the Lewisville DFW Landfill gate rate in effect ten (10) months from the contract start date. For all subsequent years of the contract the Base or Previous Index value will be the previous year's "Current Index Value", and the Current Fuel Index will be the Lewisville DFW Landfill gate rate in effect one month prior to the current years contract anniversary date.

SYSTEM CHART

	Front Load Trash	Roll Off Trash	Roll Off Excessive Weight	Residential Trash	Recycle
CPI	57%	37%	0%	48%	80%
Fuel	13%	13%	0%	20%	20%
Disposal	30%	50%	100%	32%	0%
Total	100%	100%	100%	100%	100%

EXAMPLE (Recycle)

Contractors Base Fee Adjustment Indices	Index Percentage	Previous (Base) Index Value	Current Index value	Change in Index Value	Index Percentage Change	% Applied to Annual Cost Adjustment
Consumer Price Index	80%	217.487	220.097	2.610	1.20%	0.96%
Diesel Fuel Cost	20%	\$2.914	\$2.987	\$0.073	2.51%	0.50%
Disposal Cost	0%	\$20.00	\$20.40	\$0.40	2.00%	0.00%
Annual Adjustment	100%					1.46%



City of Colleyville City Council Agenda Briefing

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

Agenda Number 6b

Agenda Date 06/06/2017

Number Ordinance O-17-2013

Type Public Hearing Agenda Items

Department Community Development

Title

Consideration of an appeal of the decision of the Planning and Zoning Commission by Jeff Avery, for a zoning change from the AG-Agricultural zoning district to the R20-Single Family Residential zoning district on Tract 2A, Abstract 1692, in the Joseph White Survey, located at 816 Shelton Drive, Case ZC17-003

Strategic Plan

There is no Strategic Plan connection for this item.

Explanation

First Reading and Public Hearing

Jeff Avery, the applicant, has submitted a request to rezone approximately 0.57 acres, located at 816 Shelton Drive, from the AG-Agricultural zoning district to the R-20 Single Family Residential zoning district. The applicant is seeking a zoning change in order to create one single family residential lot for future residential development.

Existing Conditions/Background: The subject property is currently unplatted. The applicant has indicated the intent to construct a new single family home on the subject property and has submitted a minor plat application which is pending approval contingent on the rezoning request.

Proposed Zoning Change:

Request – The applicant is requesting a zoning change from the AG-Agricultural zoning district to the R-20 Single Family Residential zoning district to create one single family residential lot.

Ordinance – Per Section 3.24 G, Schedule of District Regulations in the Land Development Code, the R-20 district regulations require the following standards:

Minimum Lot Area: 20,000 square feet

Minimum Lot Width: 100 feet

Minimum Lot Depth: 125 feet

Minimum Front Yard Setback: 30 feet

Minimum Side Yard Setbacks: 10 feet

Minimum Rear Yard Setback: 25 feet

Maximum Lot Coverage: 30 percent

The applicant has provided a zoning exhibit which is conceptual in nature and not up for consideration as part of the zoning request. However, the conceptual exhibit proposes one lot 20,792 square feet, or 0.48 net acres. This conceptual plan appears to meet the R-20 district's minimum lot area of 20,000 square feet and other standards as listed above. Chapter 3 (Land Use) of the Land Development Code identifies the purpose and intent of the R-20 district as primarily oriented toward low-density residential purposes and open space uses. Additionally, it states the principal uses shall be moderately low-density detached single family homes.

Analysis – Although the zoning designations for the majority of the adjacent properties are AG-Agricultural zoning district and R-40 Single Family Residential zoning district, the subject property is more closely aligned with the R-20 district. The proposed conceptual zoning exhibit meets the minimum standards for the R-20 district, and the subject property is limited in developable area due to existing development on the adjacent properties.

Surrounding Development: The properties to the north and west are zoned AG-Agricultural zoning district and developed with single family homes. The property to the east is zoned AG-Agricultural zoning district and is home to Pleasant Run Baptist Church. The properties to the south are zoned R-40 Single Family Residential zoning district and developed with single family homes.

Comprehensive Plan: The City's comprehensive plan, *Destination Colleyville*, identifies the subject property for single family residential uses. The proposed rezoning request does not seek to change the use on the subject property from single family residential uses. The comprehensive plan's Residential Density Policy states that the maximum density of each residential project shall be 1.8 dwelling units per net acre. The proposed density is 2.08 dwelling units per net acre. While the requested zoning change exceeds the net density policy of 1.8 dwelling units per acre, the lot is consistent with the general density policy stated in the Comprehensive Plan:

"...each residential project shall have a minimum lot size of 20,000 square feet and no more than 2 dwelling units per gross acre."

Fees: Park Land Dedication fees are required in the amount of \$1,802 per residential lot. Park Land Dedication fees are due prior to filing the plat for record. Impact Fees are also required per Chapter 13 (Impact Fees) of the Land Development Code and are due prior to the issuance of a Building Permit.

Tree Preservation: Any future subdivision of the subject property must comply with Chapter 5 (Tree Preservation) of the Land Development Code. Where any tree is slated for removal, no site grading, dirt disturbance or new construction may occur on the property until a Tree Removal Permit has been issued that is associated with an approved Tree Preservation Plan.

In addition to the requirements for submittal of a Tree Removal Permit and Tree Preservation Plan, future development on the site must maintain the minimum existing protected tree canopy coverage as required in Chapter 5.

Public Notification: Staff mailed notices to all property owners within 200 feet as well as any Homeowners Associations within 500 feet of the subject property on Friday, April 21, 2017 regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* on Saturday, April 22, 2017 as required by State law and the Land Development Code. At the May 8, 2017 Planning and Zoning Commission meeting two citizens spoke in opposition to this request.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended denial of this request at the May 8, 2017 meeting by a vote of 4-0. When the Planning and Zoning Commission makes a recommendation of denial, a favorable vote of three-fourths (3/4) of all members of the City Council is required for approval of the request.

Staff Recommendation: Prior to the Planning and Zoning meeting, staff recommended approval of the proposed rezoning request based on:

- The proposed zoning change is generally consistent with the City's comprehensive plan;
- Although the requested R-20 district is not the same as the surrounding AG-Agricultural and R-40 district designations, the R-20 district is a compatible zoning district for this property;
- The development of the adjacent properties limits the land area available for development;
- The applicant has submitted a minor plat which meets the requirements of the R-20 district which solidifies the intent to create one lot for single family residential development.

With a recommendation for denial from the Planning and Zoning Commission, staff has reevaluated the request with the intent to address the concerns expressed by the Planning and Zoning Commission. An option would be, if City Council so desires, to approve R-40 zoning district to be consistent with the surrounding areas with the understanding that the approval of the subsequent plat would include plat waiver requests for lot area and lot width. Any additional variances to setback or lot coverage regulations would need to be considered by the Zoning Board of Adjustment.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Letter of Appeal
2. Aerial Map
3. Zoning Map
4. Future Land Use Map
5. Zoning Exhibit
6. Notification Map
7. Notification List
8. Property Owner Notification
9. Legal Notice
10. Speaker Cards - Opposition
11. Ordinance O-17-2013

Letter of Appeal

Shane Pace

From: Jeff Avery
Sent: Wednesday, May 17, 2017 6:43 PM
To: Shane Pace
Cc: Roger W. Hart
Subject: RE: May 8, 2017 Planning and Zoning Commission Agenda

Mr. Pace,

By this email, I am hereby claiming my rights to appeal the recent Planning and Zoning Commission action denying my Zoning Request for 816 Shelton Rd. Please provide details as to timing and the protocol for such an appeal. If you require more info from me at this time I will be pleased to provide what I can.

I am requesting you acknowledge timely receipt of this request by return reply.

Thank you for your assistance in this matter.

Jeff Avery
Avery Homes LLC
214-212-0558

From: Shane Pace
Sent: Monday, May 8, 2017 11:28 AM
To: Jeff Avery
Subject: May 8, 2017 Planning and Zoning Commission Agenda

Jeff,

Please see the link below for the May 8, 2017 Planning and Zoning Commission Agenda:

<ftp://publicdocs.colleyville.com/Public/Agendas/05-08-2017%20Planning%20%20and%20Zoning%20Commission%20Agenda%20Packet.pdf>

****Using this link will allow viewing of the packet from any computer or mobile device (with web access, outside of the City of Colleyville connection), including an iPad or other Apple-based device. The link is located on the PUBLIC MEETINGS page of the City's website and is accessible to the public. If you have any issues accessing the agenda packet, please contact Shane Pace at [817-503-1056](tel:817-503-1056) or Araceli Botello at [817-503-1051](tel:817-503-1051) for assistance.****

If you have any questions or concerns please don't hesitate to contact me. Thank you.

Shane

Letter of Appeal

Shane Pace, AICP
Principal Planner, Community Development



817.503.1056 Office
Integrity ~Communication ~ Excellence ~ Transparency



ATTENTION ALL PUBLIC OFFICIALS: A "Reply to All" of this e-mail could lead to violations of the Texas Open Meeting Act. Please reply only to the sender.

AERIAL MAP



ZC17-003

816 SHELTON DRIVE



Subject Property



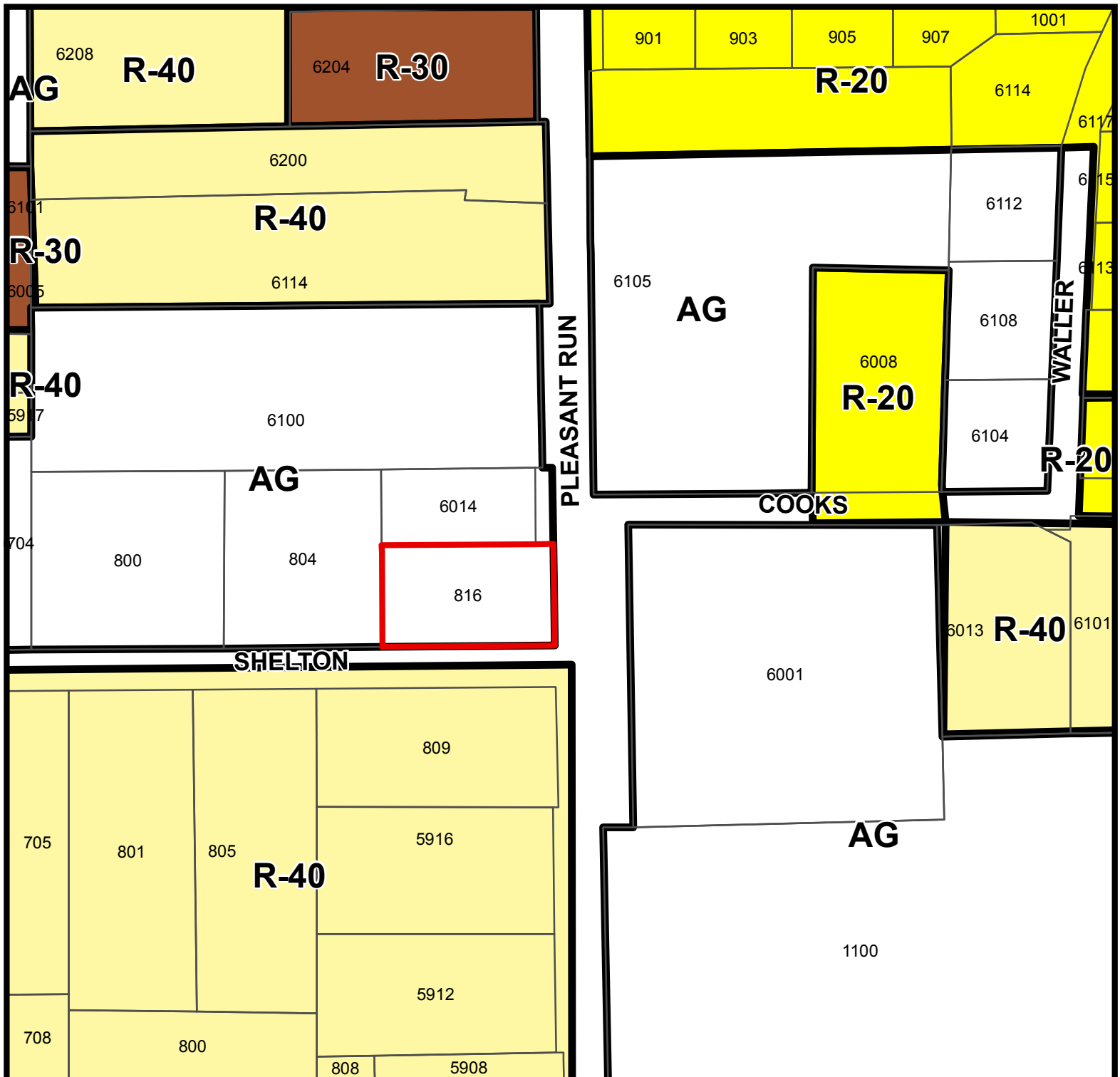
1 inch = 167 feet

Vicinity Map



DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.

ZONING MAP



ZC17-003

816 SHELTON DRIVE



1 inch = 167 feet

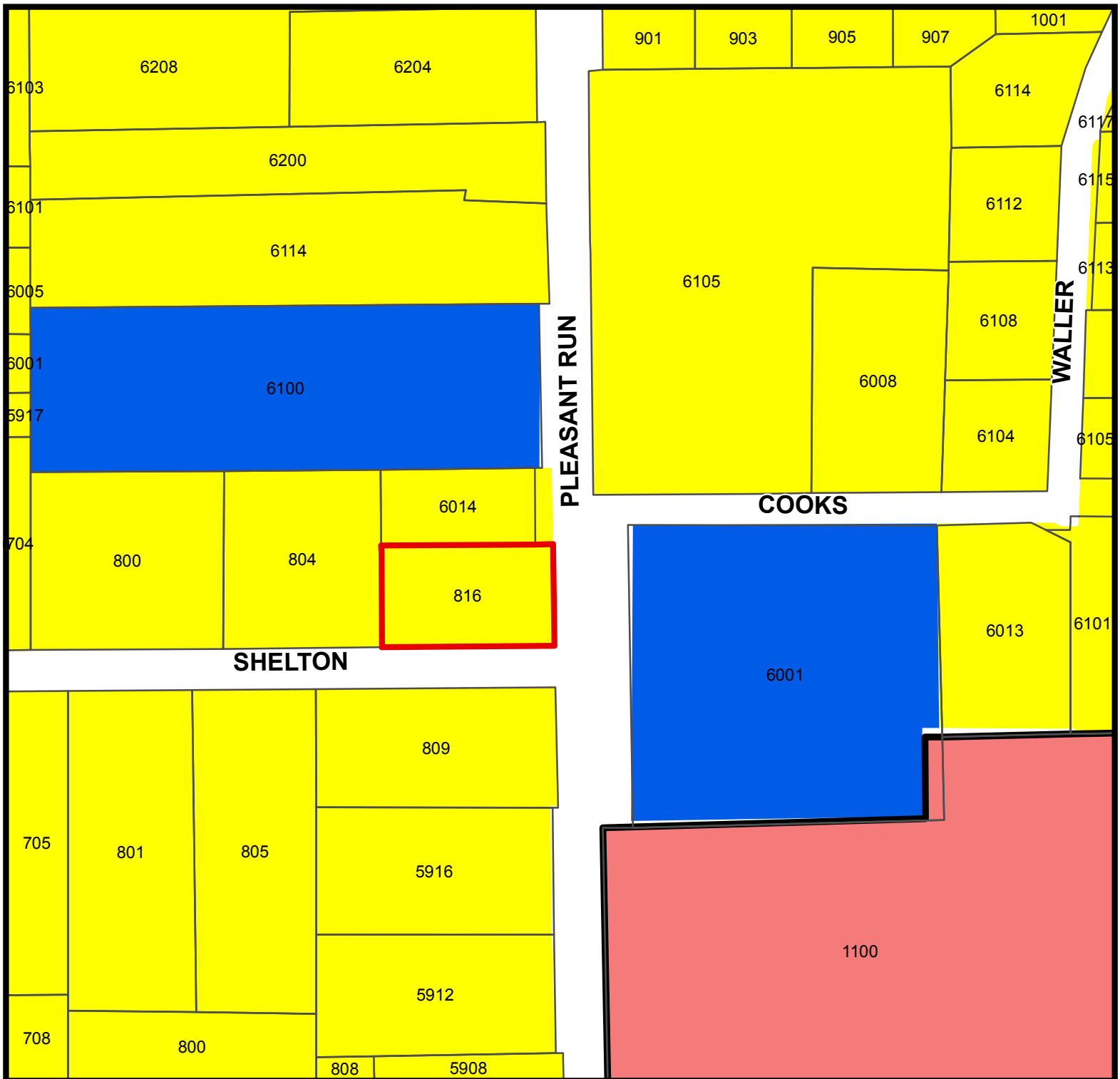
- | Subject Property | |
|------------------|--|
| AG | Agricultural |
| R-20 | Single Family Residential (20,000 sq. ft. min) |
| R-30 | Single Family Residential (30,000 sq. ft. min) |
| R-40 | Single Family Residential (40,000 sq. ft. min) |

Vicinity Map



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FUTURE LAND USE MAP



ZC17-003

816 SHELTON DRIVE

- SUBJECT PROPERTY
- RESIDENTIAL
- INSTITUTIONAL
- COLLEYVILLE BLVD CORRIDOR



1 inch = 167 feet

Vicinity Map

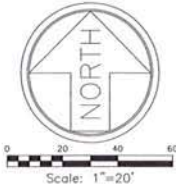


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Zoning Exhibit



Vicinity Map



Applicant
Jeff Avery
Avery Custom Homes
1314 Worthington Drive
Grapevine, TX 76051

Owner of Record
Ellie P. Stowe
13548 West Mauna Loa Lane
Surprise, AZ 85379

Land Surveyor
Roger W. Hart, RPLS
Area Surveying, Inc.
6080 S. Hulen St., Suite 360 #226
Fort Worth, TX 76132

Notes:
1. Bearings based on Record Bearings. Bearing Source: South line of Lot 1, Block 1, Grossman Addition, according to the plat recorded in Instrument No. D214183221, Real Property Records, Tarrant County, Texas.
2. According to Flood Insurance Rate Map Number 48439C0299K, dated September 25, 2009, this property does not lie in the 100-Year Flood Plain.
3. There are a few scattered trees on the westerly portion of this property. We will work with the Project Architect to preserve as many of these trees as possible.
4. A Minor Plat of this property is also being submitted to create one (1) platred lot.
5. The Easement and Building Lines shown hereon are proposed and shall be created by the Minor Plat.
6. Abbreviations:
UDE = Utility and/or Drillage Easement
SF = Square Feet
IPF = Iron Pin Found
POB = Point Of Beginning
BL = Building Line
UE = Utility Easement
ROW = Right of Way
PRCT = Plat Records, Tarrant County, Texas
RPRCT = Real Property Records, Tarrant County, Texas

Lot 2, Block 1, WHITE HOMESTEAD ADDITION, Volume 388-165, Page 9, PRCT, Use: Single Family - Zoning: AG Agricultural

Lot 1, Block 1, GROSSMAN ADDITION, Instrument No. D214183221, RPRCT, Use: Single Family - Zoning: AG Agricultural

Portion of Lot 7B, Block 1, PLEASANT OAKS ESTATES ADDITION, Volume 388-25, Page 88, PRCT; Thomas & Julia Braun, Instrument No. D204384397, RPRCT, Use: Single Family - Zoning: R-40 Single Family Residential

Legal Description

No. 454482

Description for a tract of land in the Joseph White Survey, Abstract Number 1692, City of Colleyville, Tarrant County, Texas, and being described by metes and bounds as follows:

Beginning at an iron pin found for the southwest corner of Lot 1, Block 1, Grossman Addition, according to the plat recorded in Instrument No. D214183221, Real Property Records, Tarrant County, Texas;
Thence EAST a distance of 210.09 feet to an iron pin found in the west line of Pleasant Run Road;
Thence S 00°00'06" E a distance of 117.39 feet to an iron pin found at the intersection of the west line of Pleasant Run Road with the north line of Shelton Drive;
Thence N 89°57'23" W a distance of 210.10 feet along the north line of Shelton Drive to an iron pin found;
Thence N 00°00'06" E a distance of 117.23 feet to the Point of beginning, said described tract containing 0.6 of an acre of land.

PLEASANT RUN BAPTIST CHURCH ADDITION, Cabinet A, Slide 9193, PRCT, Use: Religious Institution - Zoning: AG Agricultural

ZONING EXHIBIT FOR ZONING CHANGEREQUEST FROM AG TO R-20
Proposed Lot 1, Block 1.

Stowe Addition

Being a tract of land in the
Joseph White Survey, Abstract Number
1692,
City of Colleyville, Tarrant County, Texas.

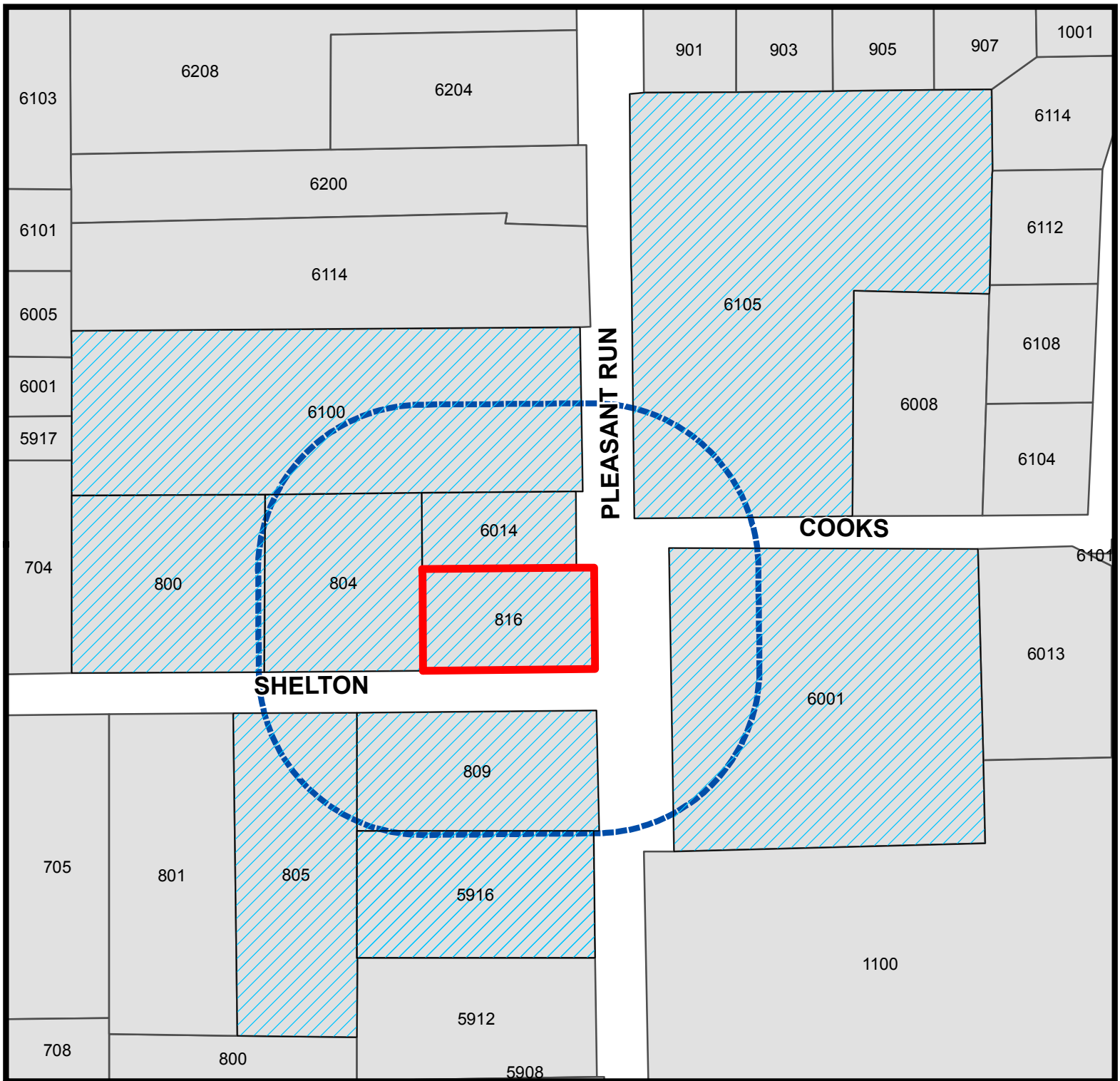
Gross Area: 0.57 Acre (24,646 SF) - Net Area: 0.48 Acre (20,792 SF)

Prepared February, 2017
Revised 03/14/17



Area Surveying, Inc.
Roger W. Hart, RPLS
Phone: (817) 254-4490 | Email: rwhart@areasurveying.com
Fax: (817) 254-4490 | Suite 360 #226 | Fort Worth, TX 76132
Texas Board of Professional Land Surveying & Engineering, State No. 159802

NOTIFICATION MAP



ZC17-003

816 SHELTON DRIVE



Subject Property

Properties within 200ft

200ft Buffer



1 inch = 167 feet

Vicinity Map



DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.

Notification List

Owner Name	Owner Address	Owner City	Owner Zip	Situs Address
COULTER, MONA COOK	6105 PLEASANT RUN RD	COLLEYVILLE, TX	76034	6105 PLEASANT RUN RD
CONGREGATION BETH ISRAEL	PO BOX 397	COLLEYVILLE, TX	76034	6100 PLEASANT RUN RD
PLEASANT RUN BAPTIST CHURCH	6005 PLEASANT RUN RD	COLLEYVILLE, TX	76034	6001 PLEASANT RUN RD
DAY, JAMES B	805 SHELTON DR	COLLEYVILLE, TX	76034	805 SHELTON DR
STOWE, ELLIE P	13548 W MAUNA LOA LN	SURPRISE, AZ	85379	816 SHELTON DR
KERLEE, TWYLA	800 SHELTON DR	COLLEYVILLE, TX	76034	800 SHELTON DR
BRAUN, THOMAS	309 COUNTRY LN	EULESS, TX	76039	809 SHELTON DR
GROSSMAN, LISA	6014 PLEASANT RUN RD	COLLEYVILLE, TX	76034	6014 PLEASANT RUN RD
WALKER, DONNA	804 SHELTON DR	COLLEYVILLE, TX	76034	804 SHELTON DR
TOP LAWN & LANDSCAPE INC	5916 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5916 PLEASANT RUN RD
CRUSON, GLEN A	5916 PLEASANT RUN RD	COLLEYVILLE, TX	76034	5916 PLEASANT RUN RD
AVERY, JEFF	1314 WORTHINGTON DRIVE	GRAPEVINE, TX	76051	APPLICANT
GRAPEVINE-COLLEYVILLE ISD	3051 IRA WOODS AVE E	GRAPEVINE, TX	76051	STATE LAW REQUIRED

Public hearing notices were mailed
Friday, April 21, 2017 by Araceli Botello

Property Owner Notification



NOTICE OF PUBLIC HEARING

Zoning Case Number: ZC17-003

Applicant: Jeff Avery

Location: 816 Shelton Drive

Property Description: Tract 2A, Abstract 1692, in the Joseph White Survey

Present Zoning: AG – Agricultural District

Request: Consideration of a zoning change from the AG- Agricultural zoning district to the R20-Single Family Residential zoning district

The City of Colleyville has scheduled public hearings concerning the above referenced request on the following dates and location:

Planning and Zoning Commission Meeting: Monday, May 8, 2017 at 7:00 p.m.
City Council Meeting: Tuesday, June 6, 2017 & Tuesday, June 20, 2017 at 7:30 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

This notice has been sent to all owners of real property within 200 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 200 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request. Denial of the proposal by the Commission is final, unless the applicant submits a written notice of appeal within 10 days from the date of action by the Commission. If appealed, the request will be placed on the next available City Council agenda as listed above. Rezoning requests, zoning amendments and conditions recommended by the Commission for approval by the City Council may be more restrictive than those described in this notice.

All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address below:

**Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034**

If the property owners of 20% or more of the land within the 200 foot notification area file a written protest prior to the public hearing, State law provides that the approval of the zoning change request shall require the approval of a super majority vote by City Council.

The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas. For additional information, please contact the Community Development Department at 817.503.1056. Please reference the zoning case number when requesting information.

Shane Pace
Principal Planner
space@colleyville.com

Legal Notice

April 21, 2017

SENT VIA EMAIL on Friday, April 21, 2017

Christine Lopez
Legal Notices
Fort Worth Star-Telegram
400 W. Seventh Street
Fort Worth, TX 76102

Dear Christine:

Please publish and furnish an affidavit (N.E. Section):
Saturday, April 22, 2017

The City of Colleyville Planning and Zoning Commission gives notice of a Public Hearing on Monday, 5/8/17 at 7:00 p.m. at City Hall, 100 Main Street, Colleyville, Texas:

Case ZC17-003 - Consideration of a zoning change from the AG- Agricultural zoning district to the R20-Single Family Residential zoning district on Tract 2A, Abstract 1692, in the Joseph White Survey, located at 816 Shelton Drive

Case GC17-015 - Consideration for approval of amendments to the Land Development Code regarding a proposed requirement that newly installed utilities be underground; specifically Chapter 9 – Subdivision Design & Public Facilities, Section 9.17 Street Design Criteria, proposed Section 9.18 Easements, proposed Section 9.19 Private Utilities, and Chapter 14 – Engineering Design Standards, Section 14-175 Miscellaneous

The City Council will hold a Public Hearing on the above items on 6/6/17 and 6/20/17 at 7:30 p.m. at City Hall, 100 Main Street, Colleyville, Texas.

All interested citizens will be given the opportunity to speak and be heard.

CITY OF COLLEYVILLE



Araceli Botello
Planning Technician

Speaker Cards - Opposition

Date: 5/8/17

SPEAKER CARD

☐ I will speak **In Support** of this item.

☒ I will speak **In Opposition** to this item.

☐ I do not wish to speak, but please record my: ☐ support ☐ opposition

Agenda Item Number: 3A

Name: JAMES DAY

Address: 805 Shelton Dr

City: Colleyville State: TX Zip Code: 76034

Telephone Number: 817-498-1027 Representing: 114 Self
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, the Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: James Day

This information is a Public Record.

Date: 5-8-17

SPEAKER CARD

☐ I will speak **In Support** of this item.

☒ I will speak **In Opposition** to this item.

☐ I do not wish to speak, but please record my: ☐ support ☐ opposition

Agenda Item Number: ZC17.003 - 3A

Name: Donna Walker

Address: 804 Shelton Dr

City: Colleyville State: TX Zip Code: 76034

Telephone Number: 817-485-3803 Representing: _____
(organization/self)

I understand I am limited to speaking for five minutes.

For business not listed on the agenda as a Public Hearing, Planning and Zoning Commission will not respond in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code.

Signed: Donna Walker

This information is a Public Record.

ORDINANCE O-17-2013

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON 0.57 ACRES, TRACT 2A, ABSTRACT 1692, IN THE JOSEPH WHITE SURVEY, LOCATED AT 816 SHELTON DRIVE, FROM THE AG-AGRICULTURAL DISTRICT TO THE R-20 SINGLE FAMILY RESIDENTIAL DISTRICT; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for rezoning under Case ZC17-003; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to enact a new zoning ordinance; and

WHEREAS, the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be enforced therein and to recommend a new zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan designed to lessen congestion in the streets; and to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance

Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 0.57 acres, Tract 2A, Abstract 1692, in the Joseph White Survey, located at 816 Shelton Drive, from the AG-Agricultural district to the R-20 Single Family Residential district, as depicted in the attached Exhibit "A" and Exhibit "B".
- Sec. 3. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.
- Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 7. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 6th day of June 2017.

The second reading and public hearing being conducted on the 20th day of June 2017.

PASSED AND APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 20TH DAY OF JUNE 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 5, Nancy Coplen	_____
Place 3, Kathy Wheat	_____	Place 6, Mike Taylor	_____
Place 4, George Dodson	_____		

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:

Whit Wyatt
City Attorney

Exhibit “A”- Zoning Map

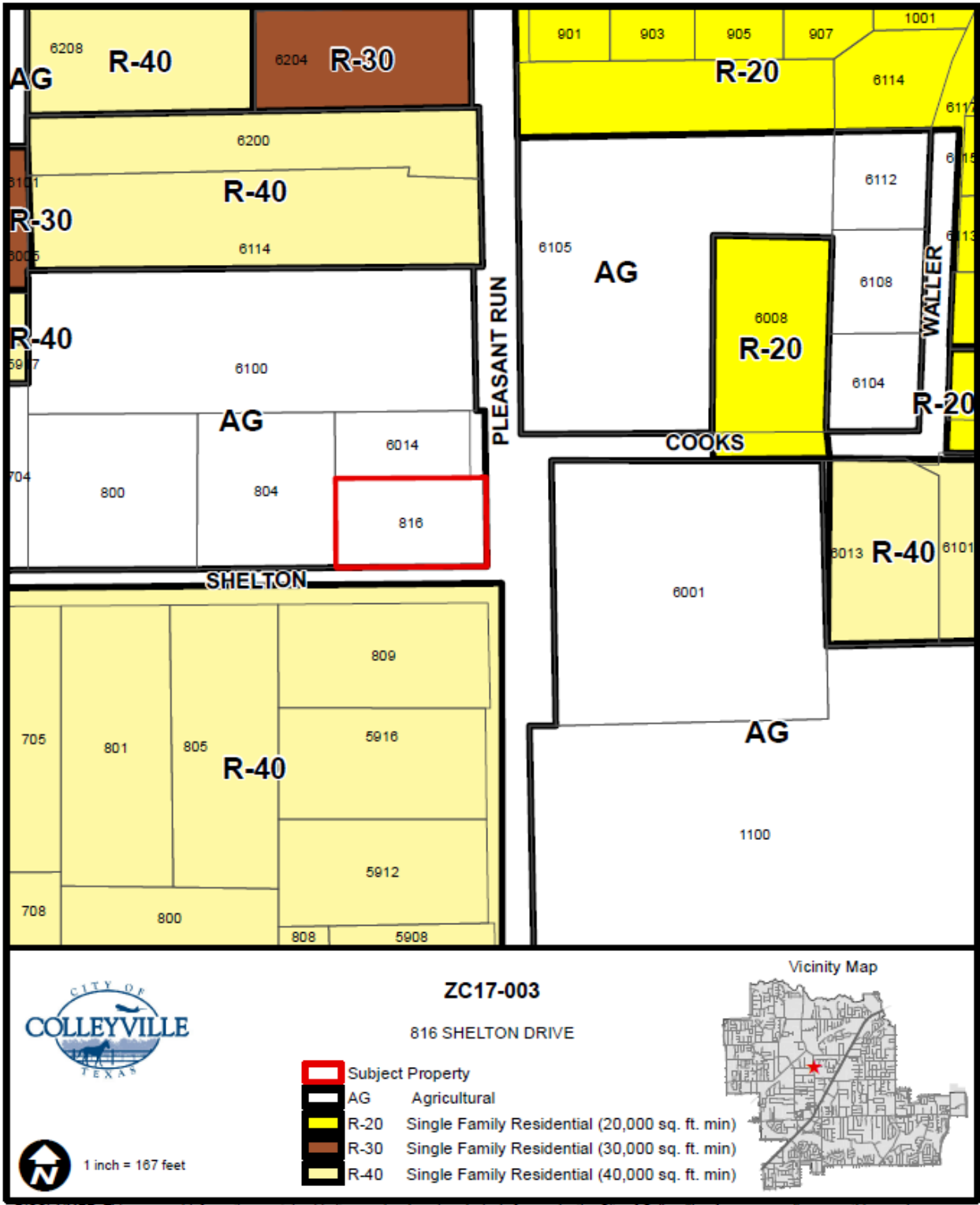


Exhibit "B"- Metes & Bounds Description

Legal Description

Description for a tract of land in the Joseph White Survey, Abstract Number 1692, City of Colleyville, Tarrant County, Texas, and being described by metes and bounds as follows:

Beginning at an iron pin found for the southwest corner of Lot 1, Block 1, Grossman Addition, according to the plat recorded in Instrument No. D214183221, Real Property Records, Tarrant County, Texas;

Thence EAST a distance of 210.09 feet to an iron pin found in the west line of Pleasant Run Road;

Thence S 00°00'06" E a distance of 117.39 feet to an iron pin found at the intersection of the west line of Pleasant Run Road with the north line of Shelton Drive;

Thence N 89°57'23" W a distance of 210.10 feet along the north line of Shelton Drive to an iron pin found;

Thence N 00°00'06" E a distance of 117.23 feet to the Point of beginning, said described tract containing 0.6 of an acre of land.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7a

Agenda Date 06/06/2017

Number Resolution R-17-4137

Type Resolution

Department Public Works

Title

Approval of an amendment to the Professional Services Agreement with TranSystems, Inc., for the design of the improvements to Glade Road, including Phases 2, 3, and 4, amending the design parameters of Phase 2, addressing the supplemental work that has been requested by the City, and authorizing the city manager to execute the agreement

Strategic Plan

1.1 Actively involve and engage stakeholders

3.1 Upgrade the condition of major roads and neighborhood streets

Explanation

Reading and Public Hearing

This item is for the consideration and approval of an amendment to the existing Professional Services Agreement with TranSystems, Inc., for the purpose of the final design for Glade Road Phase 2, 3, and 4.

On February 19, 2013, City Council approved attached Resolution R-13-3597, authorizing the city manager to negotiate an Engineering Services Agreement with TranSystems, Inc., to develop a preliminary design for improvements to Glade Road from Heritage Avenue to the western city limit. During the design development process, TranSystems conducted two public meetings and held multiple worksessions with City Council, as well as numerous presentations to community groups and homeowners associations.

At the June 17, 2014, Glade Road Worksession, City Council requested that a proposal for engineering services be prepared by TranSystems, Inc. for final design of the section of Glade Road from Bransford Road to Manning Drive. The agreement for the final design of Phase 1, the section between Bransford Road and Manning Drive, was approved by Resolution R-14-3766 on July 15, 2014. At that point the design consultant initiated the design for Phase 1 which is nearing the point of construction.

On October 20, 2015, City Council discussed the design element's design parameters for Phases 2, 3, and 4 of the Glade Road corridor and provided staff direction to have the final design for Phases 2, 3 and 4 of the Glade Road Project initiated. Staff worked with the consultant to develop the design parameters based on the direction received. A proposed contract for Phases 2, 3 and 4 was presented to City Council for

consideration on December 15, 2015 which was ultimately approved by Resolution R-15-3940, attached for reference. The design contract includes the final design for Phases 2, 3, and 4 and totals the amount of \$1,440,939.

During the April 17, 2017, Glade Road Worksession, attached for reference, several options and alternatives were evaluated for Phase 2. During that worksession City Council indicated they wanted to see Glade Road Phase 2 be revised to follow what was presented as "Alternate Option 4". The City Council formally provided direction to staff to amend the design of Phase 2 on May 2, 2017 when they approved Resolution R-17-4124, attached for reference.

Staff has worked with the design consultant to determine the modifications which would need to be made to the current design contract in order to include the additional work that has been requested by the City and the possibility of the removal of the final design of Phases 3 and 4.

Three options were evaluated by the design consultant for City Council consideration and are shown on the attached "Glade Road Design Fee Options". The options include:

- Option 1 -Amendment to Phase 2 and cover all the extra work that has been performed to date (overall design cost increase of \$264,840.93)
- Option 2 -Amendment to Phase 2 and cover all the extra work that has been performed to date, and the removal of Phase 4 design (overall design cost decrease of \$110,745.46)
- Option 3 -Amendment to Phase 2 and cover all the extra work that has been performed to date, and the removal of Phase 4 and Phase 3 design (overall design cost decrease of \$498,808.60)

The attached contract amendment is for **Option 2** which includes the elimination of the final design of Phase 4. The proposed amendment provides for the following:

- Eliminate Phase 4 - Western City Limits to Branford Road
- Contract reduction of \$375,586.39
- Add Phase 2 Alternative development and analysis.
- Develop six alternates, analyze impacts and develop opinion of probable costs
- Contract addition of \$130,139.12
- Add development of two bid packages for Phase 1
- Contract addition of \$68,626.81
- Add revised design of Glade Road/Bransford Road intersection
- Contract addition of \$18,905.00

- Add layout of joint Colleyville/GCISD fiber optic duct back along Glade Road
- Contract addition of \$22,170.00
- Additional Right-of-Way Survey supporting Phase 1 Right-of-Way acquisition team
- Contract addition of \$25,000.00
- Revises the original contract amount of \$1,440,939 to the new total contract amount to **\$1,330,193.54**, a reduction of total cost of \$110,745.46

The attached contract amendment is for **Option 3** which includes the elimination of the final design of Phases 3 and 4. The proposed amendment provides for the following:

- Eliminate Phase 3 – Pool Road to Heritage Avenue
- Contract reduction of \$380,673.14
- Eliminate Phase 4 - Western city limits to Bransford Road
- Contract reduction of \$375,586.39
- Add Phase 2 Alternative development and analysis. Develop six alternates, analyze impacts and develop opinion of probable costs
- Contract addition of \$130,139.12
- Add development of two bid packages for Phase 1
- Contract addition of \$68,626.81
- Add revise design of Glade Road/Bransford Road intersection
- Contract addition of \$18,905.00
- Add layout of joint Colleyville/GCISD fiber optic duct back along Glade Road
- Contract addition of \$14,780.00
- Additional Right-of-Way Survey supporting Phase 1 Right-of-Way acquisition team
- Contract addition of \$25,000.00
- Revises the original contract amount of \$1,440,939 to the new total contract amount to **\$942,130.40**, a reduction of total cost of \$498,808.60

Financial Impact

Funding for this design is available in the Tax Increment Financing (TIF) fund. The original cost for the design of Glade Road Phases 2, 3 and 4 was \$1,440,939.

Option 2 (which eliminates the final design of Phase 4) would result in a reduction of the total design cost of \$170,383.65

Option 3 (which eliminates the final design of Phases 3 and 4) would result in a reduction of the total design cost of \$609,551.65

Recommendation

Approve

Attachments

1. Existing Professional Services Agreement
2. Glade Road Design Fee Options
3. Option 2 - Proposed Design Contract Amendment
4. Option 3 - Proposed Design Contract Amendment
5. Resolution R-13-3597
6. Resolution R-14-3766
7. Resolution R-15-3940
8. Resolution R-17-4124
9. Worksession Presentation April 17, 2017
10. Resolution R-17-4137

Existing Professional Services Agreement

AGREEMENT BETWEEN THE CITY OF COLLEYVILLE, TEXAS and TRANSYSTEMS CORPORATION d/b/a TRANSYSTEMS CORPORATION CONSULTANTS FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 15th day of December, 2015, by and between the City of Colleyville, Texas, (hereafter referred to as "CITY" or "CLIENT") and TranSystems Corporation d/b/a TranSystems Corporation Consultants (hereafter referred to as "CONSULTANT").

Whereas CITY desires to have CONSULTANT perform certain services as follows: Perform Engineering Design Services for improvements to Glade Road Phases 2, 3 and 4 as defined in Exhibit A.

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

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

SECTION 1 BASIC SERVICES OF CONSULTANT

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

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

SECTION 2 ADDITIONAL SERVICES OF CONSULTANT

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

Notwithstanding the foregoing, when required due to an emergency, in order to prevent additional costs from arising, CONSULTANT shall perform Additional Services in order to prevent additional costs or any harm to work already completed when needed only on an emergency basis. CITY shall be promptly informed of any such work as soon as possible, and such services shall only continue after CITY is informed and upon written authorization of CITY.

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

Section 2.2 Changes in the Services.

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

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CITY'S written addition to, modification or change of or deletion from the Services to be performed by CONSULTANT (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CITY in writing, signed by CITY, of performance of Services in excess of CONSULTANT'S standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by CONSULTANT; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which CONSULTANT is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than CONSULTANT, if CONSULTANT'S performance of the Services under this Agreement depends upon such criteria or information; and/or (6) any other increase in CONSULTANT'S costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, or any other cause beyond CONSULTANT'S control, then the CONSULTANT'S Compensation and/or the Completion Date, if any, shall be equitably adjusted and CONSULTANT shall be paid, and

CONSULTANT'S Compensation shall be adjusted by, an amount equal to the additional costs to CONSULTANT, as agreed upon by the CITY, resulting there from.

SECTION 3 CLIENT'S RESPONSIBILITIES

CITY shall perform the following unless agreed otherwise::

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

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CITY'S requirements for the Project.

Section 3.3 Notices. Give notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S Services, or any defect or non-conformance in the Services by CONSULTANT (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project. CITY shall have no duty to inform CONSULTANT of problems in CONSULTANT'S services or other work for which the CITY is entitled to rely upon CONSULTANT'S expertise.

Section 3.4 Additional Services. When CITY deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CITY shall furnish or direct CONSULTANT to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.5 Other Duties. Perform any other duties, obligations or responsibilities of the CITY set forth in this Agreement, such as the obligation to make the payments or perform any responsibilities and duties agreed to by the CITY and which are specifically identified on Exhibit B, if any.

Section 3.6 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify CONSULTANT.

SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

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

Section 4.2 Completion Date. It is estimated that the Basic Services will be completed on or about September 2016 (the "Completion Date").

Section 4.3 Notice of Delay. If CONSULTANT becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CITY, or any other cause beyond the control of

CONSULTANT, which will result in the schedule for performance of CONSULTANT'S services not being met, CONSULTANT shall promptly notify the CITY. If the CITY becomes aware of any delays or other causes that will affect CONSULTANT'S schedule, the CITY shall promptly notify CONSULTANT. In either event, CONSULTANT'S schedule for performance of its services may be adjusted as agreed to in writing by CITY and CONSULTANT.

Section 4.4 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond CONSULTANT'S control including, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, severe storms, explosions, catastrophes, epidemics, unavailable utilities and power, water, or other causes completely beyond CONSULTANT'S control.

SECTION 5 CONSULTANT'S COMPENSATION

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

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by CONSULTANT under Section 1, CITY shall pay CONSULTANT a lump sum fee of **\$1,440,939.00**. CONSULTANT shall submit monthly invoices for Basic Services. The statements will be based on CONSULTANT'S estimate of the portion of the total services actually completed at the time of billing. CITY shall review statements and shall make payments within 30 days of receipt of the statements.

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

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by CONSULTANT under Section 2, CLIENT shall pay CONSULTANT, in accordance with the provisions of Section 5.4, on basis of CONSULTANT'S Schedule of Rates and Expenses attached to this Agreement as Schedule 1, which shall remain in effect during the course of this Agreement. . "Reimbursable expenses" as agreed to by CITY and CONSULTANT shall be paid at cost.

Section 5.3 Payments after Termination by City. In the event of termination by CITY under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due CONSULTANT for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, CONSULTANT will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of CONSULTANT'S Schedule of Rates and Expenses

Section 5.4 Payments after Termination by CONSULTANT. In the event of termination by CONSULTANT under paragraph 7.1, CONSULTANT will be paid for Services rendered and expenses incurred, as agreed and approved by CITY, during that phase through the date of termination on a pro rata basis as set out in this Agreement.

Section 5.5 Records. Records of CONSULTANT'S salary costs pertinent to CONSULTANT'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CITY desires to have copies of such records, copies will be made available to CITY upon CITY'S request.

SECTION 6 OPINIONS OF COST AND SCHEDULE

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

SECTION 7 GENERAL CONSIDERATIONS

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

Section 7.2 Delivery of Electronic Files. In the event that CITY requests any electronic deliverables under this agreement, CONSULTANT and CLIENT shall execute a separate CADD agreement.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

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

Section 7.3 Standard of Practice, Warranties. Services performed by the CONSULTANT under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions

Section 7.4 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies.

Section 7.5 Insurance.

Section 7.5.1 CONSULTANT Insurance. CONSULTANT shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CITY furnish a copy of certification thereof:

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

Section 7.6 Liability and Indemnification.

Section 7.6.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and CONSULTANT'S Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CITY and CONSULTANT agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.6.2 CONSULTANT Indemnification.

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by CONSULTANT'S negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub-consultants or anyone for whom CONSULTANT is legally liable.

Section 7.6.3 City Indemnification. The CITY is not obligated to indemnify CONSULTANT in any manner whatsoever.

Section 7.6.4 Employee Claims. CONSULTANT shall indemnify CITY against any loss, damage, cost or expense arising out of claims by CONSULTANT'S employees.

Section 7.6.5 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.7 Use of Logo. CONSULTANT may only use CITY'S logo when express permission is granted, on a case by case basis. CITY will not grant any blanket or ongoing permission for use of CITY logo.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

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

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

Exhibit A - Project Description and Basic Services

Exhibit B - CITY's Duties, if any

Schedule 1 - CONSULTANT'S Schedule of Rates and Expenses

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

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

Section 8.4 Hazardous Materials. CONSULTANT shall report to CITY the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

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

Section 8.6 Disputes. In the event a dispute arises between CONSULTANT and CITY regarding the application or interpretation of any provision of this Agreement, or quality of Services by CONSULTANT, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 calendar days after such dispute arises. If the parties fail to resolve the dispute within 20 calendar days after receipt of such notice, each party shall, within five days thereafter, proceed to make application for non-binding mediation, and each party shall proceed to mediation pursuant to an agreed upon schedule with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8.5 above) and the parties shall share equally in the

cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Texas and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Tarrant County, Texas, or the nearest United States District Court.

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

Section 8.8 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the CONSULTANT'S and CITY's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent CONSULTANT from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.9 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

Director of Public Works
City of Colleyville
100 Main Street
Colleyville, TX 76034

If to CONSULTANT:

TranSystems Corporation d/b/a
TranSystems Corporation Consultants
Attn: Raul Pena III, PE, Senior Vice President
500 West 7th Street, Suite 1100
Fort Worth, TX 76102

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

Section 8.10 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Texas..

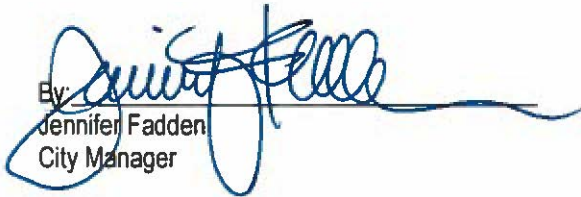
(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

15th IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day of December 2015.

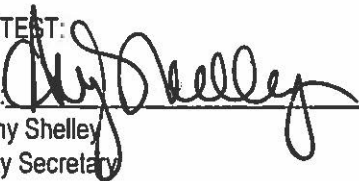
City of Colleyville, Texas

By: 
Jennifer Fadden
City Manager

TranSystems Corporation
d/b/a TranSystems Corporation Consultants

By: 
Raul Pena, III, PE
Senior Vice President

ATTEST:

By: 
Amy Shelley
City Secretary

Approved as to form:

By: 
Matthew C. G. Boyle
City Attorney

Exhibit A
Scope of Services/Schedule
Glade Road – Final Design
December 10, 2015

PROJECT DESCRIPTION

Perform Phase 2 thru 4 final design services, right-of-way services, public engagement and public meeting for Glade Road. Phase 2 thru 4 limits are defined as, Phase 2 – Manning Drive to Pool Road, Phase 3 – Pool Road to Heritage Avenue and Phase 4 – Western City Limits to Branford Road. The design will be based on “design parameters” accepted by the City Council and will generally include:

Phase 2 - Manning Drive to Pool Road.

- Roadway Section
 - From Manning Drive to Pool Road. will be two lanes (one in each direction) with left-turn lanes at the side streets listed below.
 - Roadway improvements will tie to the western leg of the Pool Road. roundabout.
 - The typical cross-section will include a 10-foot trail on the north side of Glade Road and a 5-foot sidewalk on the south side.
- Left-turn lanes
 - Glade Road east and west bound (continuous) left-turn lanes; Behrens Road to Chelsea Drive, Camelot Drive to Montclair Drive and Mitchell Trail East to Summerbrook Drive
 - Glade Road west bound left-turn lanes; Jim Mitchell Trail West and East Cranbrook Drive
 - Glade Road eastbound left-turn lanes; Camelot Drive and for the Senior Center
- Intersections
 - The existing Pool Road roundabout is to remain; no improvements are planned at this intersection.
- Storm drainage
 - Storm drainage will consist of curb and gutter with enclosed storm drain, to reduce impacts to adjacent land owners.
- Lighting
 - Street lighting will be included at the intersections

Phase 3 - Pool Road to Heritage Avenue

- Roadway Section
 - From Pool Road to Strathmore Terrace will be two lanes (one in each direction) with raised curbed medians and left-turn lanes.
 - Roadway improvements will tie to the eastern leg of the Pool Road. roundabout.
 - From Roberts Road to Heritage Avenue, the addition of a westbound lane, to extend the existing merge condition, will be evaluated and the benefit quantified and presented to the City for consideration and if deemed necessary will be included in the design.
 - The typical cross-section will include a 10-foot trail on the north side of Glade Road and a 5-foot sidewalk on the south side.
- Left-turn lanes
 - Glade Road west bound left-turn lanes; Green Oaks Drive and Melrose Park Drive.
 - Glade Road eastbound left-turn lanes; Overhill Drive and Strathmore Terrace.

- Intersections
 - The existing Pool Road roundabout is to remain; no improvements are planned at this intersection.
 - The evaluation of the improvements, right turn lane and median modifications, to the Roberts Road and Prestwick Drive Intersection will be performed and recommended improvements will be presented to the City and if deemed necessary will be incorporate into the final design.
- Storm drainage
 - Storm drainage will consist of curb and gutter with enclosed storm drain, to reduce impacts to adjacent land owners.
- Lighting
 - Street lighting will be included at the intersections

Phase 4 - Western City Limits to Branford Road

- Roadway Section
 - From the Western City Limits to Branford Road will be two lanes (one in each direction) with left-turn lanes at the side streets listed below.
 - Roadway improvements will tie to the western leg of the Branford Road. roundabout.
 - The typical cross-section will include a 10-foot trail on the north side of Glade Road and a 5-foot sidewalk on the south side.
- Left-turn lanes
 - Glade Road east and west bound (continuous) left-turn lanes; River Bend Drive to Bear Creek Drive.
 - Glade Road west bound left-turn lanes; Clear Fork Drive, Mill View Drive and Mill Creek Drive
 - Glade Road eastbound left-turn lanes; Rockrimmon Court.
- Intersections
 - The existing Bransford Road roundabout, to be constructed with Phase I, is to remain; no improvements are planned at this intersection.
- Storm drainage
 - Storm drainage will consist of curb and gutter with enclosed storm drain, to reduce impacts to adjacent land owners.
 - One (1) culvert will be extended or replaced
 - Between Clear Fork Drive and Rockrimmon Court.
- Lighting
 - Street lighting will be included at the intersections
- Coordination
 - TranSystems will work with City staff to prepare exhibits and estimates for work in the project that will serve the City of Hurst. TranSystems will assist the City with coordination with the City of Hurst to determine if they will participate in the improvements.

TASK DESCRIPTIONS

100. Project Management

- Prepare monthly status report and invoice.
- Maintain project schedule.

- Design Team Meetings – Monthly progress meetings will be held with City staff and the TranSystems' team to review progress. These meetings will be held at City Hall. TranSystems will prepare the agenda and produce meeting minutes for each meeting. 8 meetings are assumed.
- Perform QA/QC – independent review of plans and specification prior to each mile stone submittal.

200. Topographic Survey

- Perform supplemental field surveys to determine location/elevation of key design features.
 - Culvert flowlines, adjacent lakes or ponds, and existing pavement at tie-in points (driveways and side streets), fences, sidewalks, and other visible improvements, tie visible utilities, tie obscured areas from aerial flight data.

300. Right-of-Way Survey

- Research: Deed records, right-of way maps, plats and appraisal district tax records.
- Prepare, mail and track right-of-entry (ROE) letters.
- Locate additional property corners for proposed right-of-way acquisitions.
- Set property corners for proposed right-of-way acquisitions.
- Prepare deed sketch and boundary analysis for proposed right-of-way acquisitions.
- Develop parcel maps and legal descriptions.
- Perform QA/QC

400. General – Plans, Specifications and Estimates

- Prepare title sheets.
- Prepare project layout sheet showing overall project, project control and layout of plan and profile sheets. The following information shall be indicated for each control point identified (existing City Monument #8901, PK Nail, 5/8" Iron Rod); descriptive location, Northing, Easting and Elevation, in an identified coordinate system, and a referred bearing base and scale factor. Scale: 1" = 400'
- Develop existing and proposed typical sections for Glade Road. and side streets.
- Develop plan general notes for items not cover by the City's standard specifications.
- Prepare quantity summary sheet to show overall project quantities by item and associated City standard specification or TxDOT standard specification.
- Prepare opinion of probable cost for milestone submittals and final packages
- Assemble project manual and technical specifications. TxDOT standard specification will be used to supplement the City standard specifications.
- Assemble City and TxDOT standard sheets applicable to project.

500. Traffic Control Plans

- The traffic control plan will typically consist of two major phases with minor steps in each phase. In each phase Glade road will be reduced to one-way traffic with a detour for traffic in the opposite direction. Glade Road will be closed and detoured during construction in the area of Bluebonnet Drive.
- Develop supplemental traffic control drawings as needed for review and approval by the City Engineer. These drawing would include plan view layouts and typical sections.
- Detour plans will be developed for each construction phase and the Bluebonnet Drive closing for review and approval by the City Engineer.
- Provide a written summary of the distinct phases to take place during construction operations to include road and/or lane closures, limited access to adjacent properties, driveway phasing and limited access to pedestrian and bicycle traffic.

600. Roadway Plans

- Alignment and control data sheets. The following information will be included on these sheets station and coordinate data for all horizontal alignment elements such as P.C.'s, P.T.'s, P.I.'s and curves.
- Removal sheets will show the location, limits and quantity of items being removed.
- Roadway plan and profile sheets will show proposed horizontal roadway alignments, existing and proposed ROW, existing sidewalk to remain and proposed sidewalks, driveways, proposed lane dimensions and lane arrows, city owned and franchise utilities, and existing roadway vertical alignments (profiles). Alignment and station data for all horizontal alignment P.C.'s, P.T.'s, P.I.'s; station and elevation data of all proposed vertical profile P.C.'s, P.T.'s, P.I.'s, low points, and high points; lengths of vertical curves, grades, K values, e, and vertical clearances where required. Scale: 1"=40'
- Roadway design cross section will be provided at 50 foot intervals and critical locations determined during design. Cross sections will include existing ground, proposed improvements, roadway centerline, existing and proposed right-of-way, offsets and elevations to key points on each section.
- Driveway Details will consist of a cross section at each driveway showing proposed slopes, offsets and elevations. Width and curb return radii will be shown on the roadway plan and profile in table form.
- Miscellaneous details consist of special details not covered by City or TxDOT standard details.

700. Retaining Wall

- Retaining Wall Layouts will show plan and profile of each wall with elevations for top of wall, top of sidewalk and bottom of wall.
- Retaining Wall Details. The face of retaining walls will have a stone faux finish either by concrete form liner or stone veneer.
- No retaining wall will be higher than 6'
- Design of retaining walls is not included. Retaining walls will be City or TxDOT standard details.

800. Hydrologic and Hydraulic Analysis

- Drainage area map with supporting runoff computations in tabular format.
- Design enclosed storm drain systems and drainage swales. Analysis of connecting downstream drainage systems.
- Storm drain layout sheets showing location and size of all inlets, manholes, junction boxes, culverts and piping to include storm drain profiles showing existing and proposed flow lines, flows, lengths and slopes of pipe, top of ground profile over pipe and connections to existing or proposed storm sewer systems.
- Storm drain computations.
- Analysis and design of one (1) proposed culverts. Size proposed culverts and determine alignment, length and upstream/downstream channel limits. Culvert located in FEMA Zone AE
- Coordination with Local Floodplain Administrator is limited to providing existing and proposed analysis of culverts and design plans. No formal submittals to FEMA including FEMA documentation, coordination, models or exhibits are included.

900. Water and Sanitary Sewer Relocations and Adjustments

- Prepare plan and profiles for 11,000 linear feet (5,700 PH2, 2,800 PH3 and 2,500 PH4) of water line relocation.

- Prepare plans for minor utility adjustments. This includes water valves and meters, fire hydrants, sanitary sewer cleanouts and manholes.

I 000. Traffic Items

- Illumination
 - Assist the City in the selection of desired lighting fixtures.
 - Assist the City in determining location of pedestal services and coordinating electrical service with the local power company.
 - Prepare illumination plans including voltage drop calculations and cable and conduit summaries
- Prepare pavement marking plans in accordance with the latest version of the Texas Manual on Uniform Traffic Control Devices.
- Prepare signing plans in accordance with the latest version of the Texas Manual on Uniform Traffic Control Devices.

I 100. Erosion Control

- Prepare erosion control plans. The plans will show location and type of erosion control devices, tables for recording device maintenance, area being disturbed, existing and proposed direction of flow.
- Erosion control notes outlining type and schedule of routine maintenance.
- Select and apply appropriate standards.

I 200. Franchise Utility Coordination

- Prepare plans identifying potential conflicts with franchise utilities.
- Prepare for and attend monthly utility coordination meetings. Twelve (12) meetings are assumed.

I 300. Public Meeting

- Prepare for and attend one(1) pre-construction public meeting for Phase 2
- Prepare for and attend one(1) pre-construction public meeting for Phase 3
- Prepare exhibits for public meeting
- Attend Council workshops (Up to 3 per phase)
- Prepare project phase renderings (Up to 9)

I 400. Bid Phase Services

- Bid Phase Services is for Phases 2 and 3. Phase 4 Bid Phase Services will not be included in this contract.
- Prepare addenda as necessary.
- Prepare for and attend Pre-bid meeting. Attend bid opening.
- Prepare bid tabulation. Assist the City in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- Prepare conformed construction documents (plans and contract manual).

I 500. Construction Phase Services

- Construction Phase Services is for Phases 2 and 3. Phase 4 Construction Phase Services will not be included in this contract.
- Attend preconstruction conference.
- As requested by the City, provide necessary interpretations and clarifications of contract documents, review change orders, and make recommendations as to the acceptability of the work.

- Respond to contractor Requests for Information (RFI).
- Review shop drawings, samples and other submittals submitted by the contractor for general conformance with the design concepts and general compliance with the requirements of the contract for construction
- Review contractor pay requests.

1600. Geotechnical Investigation – Subconsultant

- The detailed geotechnical investigation will supplement the preliminary investigation performed during the preliminary engineering phase. The geotechnical investigation will provide pavement design for both asphalt pavement and concrete pavement. Recommendations will be given for slope stability and excavation requirements in the area of Bluebonnet Drive

1700. Level A Subsurface Utility Engineering (SUE) – Subconsultant

- Level A SUE - Expose and locate utilities at specific locations, tie horizontal and vertical location of utility to survey control, provide utility size and configuration.
- Up to 12 test holes. 7 in paved areas and 5 outside of paved areas

General

- Work with City Staff to assess the impacts to trees by reviewing/utilizing the City provided tree inventory data.

Assumptions

- Plan sheets will be 22"x34" full size and 11"x17" half size.
- Drawings will be prepared in MicroStation format.
- City of Colleyville standard contract documents and technical specifications will be used.
- Retaining walls are City standard combination sidewalk-retaining walls. No special design.
- Does not include analysis of detention ponds or the design of detention.
- Storm drain design assumes the either City or TxDOT standard inlets will be used.
- Does not include modeling or formal submittals to FEMA for studied tributaries Little Bear 1 and Little Bear 2.
- Does not include preparation of the contractors SWPPP.
- Franchise utility coordination will be limited to identifying potential conflicts and a monthly meeting with franchise utility companies. Design of franchise utility relocations is not included.
- Includes bid phase services for one bid package for both Phase 2 and 3. Phase 4 will not include bid phase services. Subsequent bid packages will require supplemental agreement.
- Does not include arboriological services or the assessment of tree(s) condition.
- Does not include landscaping design or plans.
- Does not include irrigation design or plans.

Schedule

Milestones

- 30% Plans
- Franchise utility conflict plans
- 60% Plans
- 90% Plans
- Final Plans

Project Design Parameters

- **Phase 2 - Design Parameters**

- Roadway Section
 - Two-lane roadway with left-turn lanes at:
 - Continuous from Behrens Road to Chelsea Drive, Camelot Drive to Montclair Drive, Jim Mitchell Trail East to Summerbrook Drive.
 - Glade Road west bound left-turn lanes; Jim Mitchell Trail West and East Cranbrook Drive
 - Glade Road east bound left-turn lanes; Camelot Drive, Senior Center
- Pedestrian Improvements
 - 10 foot trail on the north side of the roadway
 - If needed - reduce trail width, minimum of 6 foot, to limit the various impacts (right-of-ways, trees, etc.)
 - Consider constructing the trail adjacent to the back of curb to reduce the possible various impacts (right-of-ways, trees, etc.)
 - 5 foot sidewalk on the south side of the roadway
- Lighting
 - Street lighting will be included at the intersections
- Storm Drainage
 - Curb and gutter storm drainage
 - Utilize existing curb and gutter on south side of Glade Road where feasible

- **Phase 3 - Design Parameters**

- Roadway Section
 - From Pool Road to Strathmore Terrace will be two lanes with raised curbed medians and left-turn lanes
 - From Roberts Road to Heritage Avenue, westbound lane to be evaluated and designed if deemed necessary.
 - Intersection of Glade Road and Prestwick Drive/Roberts Road to be evaluated to increase sight distances and intersection improvements designed if deemed necessary.
 - Left-turn lanes at:
 - Glade Road west bound left-turn lanes; Green Oaks Drive and Melrose Park Drive
 - Glade Road east bound left-turn lanes; Overhill Drive and Strathmore Terrace
 - A southbound right-turn lane to be added to Roberts Road
- Pedestrian Improvements
 - 10 foot trail on the north side of the roadway
 - If needed - reduce trail width, minimum of 6 foot, to limit the various impacts (right-of-ways, trees, etc.)
 - 5 foot sidewalk on the south side of the roadway
- Lighting
 - Street lighting will be included at the intersections
- Storm Drainage
 - Curb and gutter storm drainage
 - Utilize existing curb and gutter on south side of Glade Road where feasible

- **Phase 4 - Design Parameters**
 - Roadway Section
 - From western City limits to Bransford Road will be two-lane roadway with left-turn lanes at:
 - Continuous from River Bend Drive to Bear Creek Drive
 - Glade Road west bound left-turn lanes; Clear Fork Drive, Mill View Drive, Mill Creek Drive
 - Glade Road east bound left-turn lanes; Rockrimmon Court
 - Pedestrian Improvements
 - 10 foot trail on the north side of the roadway
 - If needed - reduce trail width, minimum of 6 foot, to limit the various impacts (right-of-ways, trees, etc.)
 - 5 foot sidewalk on the south side of the roadway
 - Lighting
 - Street lighting will be included at the intersections
 - Storm Drainage
 - Curb and Gutter storm drainage
 - Culvert replacement or modification between Clear Fork Drive and Rockrimmon Court
 - Utilize existing infrastructure, where feasible
 - Coordination with the City of Hurst

EXHIBIT "B"
CLIENT'S Duties

See Exhibit A



Schedule 1
TranSystems Corporation
Schedule of Hourly Rates for 2015
Fort Worth Office

Classification	PLC code	Rate	Classification	PLC code	Rate
Principal/Engineer V	PR & E5	\$260	Three-Person Survey Crew	3M	\$202
Engineer IV	E4	\$215	Two-Person Survey Crew	2M	\$140
Civil Engineer V	EC5	\$260	Industry Specialist V	IS5	\$280
Civil Engineer IV	EC4	\$215	Industry Specialist IV	IS4	\$228
Civil Engineer III	EC3	\$185	Industry Specialist III	IS3	\$78
Civil Engineer II	EC2	\$145	Industry Specialist II	IS2	\$74
Civil Engineer I	EC1	\$105	Industry Specialist I	IS1	\$54
Architect IV	AR4	\$192	Inspector V	I5	\$291
Architect III	AR3	\$130	Inspector IV	I4	\$116
Planner IV	P4	\$243	Inspector III	I3	\$102
Planner III	P3	\$140	Inspector II	I2	\$81
Planner II	P2	\$100	Inspector I	I1	\$62
Planner I	P1	\$81	Administrator Manager IV	A4	\$225
Scientist IV	SC4	\$183	Administrator III	A3	\$157
Scientist III	SC3	\$116	Administrator II	A2	\$85
Scientist II	SC2	\$91	Administrator I	A1	\$65
Scientist I	SC1	\$79	Clerical III	C3	\$79
Technician V	T5	\$148	Clerical II	C2	\$69
Technician IV	T4	\$96	Clerical I	C1	\$54
Technician III	T3	\$105			
Technician II	T2	\$78			
Technician I	T1	\$65	Information Systems Admin 3	AI3	\$140
Surveyor V	S5	\$156	Marketing Administrator 2	AM2	\$78
Surveyor IV	S4	\$150	Marketing Administrator 3	AM3	\$135
Surveyor III	S3	\$135			
Surveyor II	S2	\$90			
Surveyor I	S1	\$60			

- Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
- Overtime paid to employees will be 1.5 times the rate shown in schedule.
- Vehicle mileage to be paid at the current IRS rate per mile.
- The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2015. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

EXHIBIT A
Glade Road Final Design Fee Task Summary - Phase 2-4
City of Colleyville, Texas
12/10/2015

DESIGN SERVICES COSTS

100 - Project Management	\$	84,204.00
200 - Topographic Survey (R/W Corners, Boundary Map, Supplemental Survey)	\$	53,120.00
400 - General Plans Specifications and Estimates	\$	55,219.00
500 - Traffic Control Plans	\$	111,770.00
600 - Roadway Plans	\$	227,402.00
700 - Retaining Walls	\$	55,050.00
800 - Hydrologic and Hydraulic Analysis	\$	203,674.00
900 - Water, Sanitary Sewer Relocation and Adjustments	\$	70,638.00
1000 - Traffic Items	\$	77,576.00
1100 - Erosion Control	\$	33,726.00
1200 - Franchise Utility Coordination	\$	35,672.00
1600 - Geotechnical Investigation	\$	13,500.00
1700 - Level A Subsurface Utility Engineering (Sue)	\$	78,000.00
Design Services Total	\$	1,099,551.00

RIGHT OF WAY SERVICES COSTS

300 - Right-Of-Way Survey (Parcel Maps, Easement Descriptions, R/W Acquisition) (Cost based on 34 Parcels - ROW or Easement)	\$	90,760.00
Right of Way Services Total	\$	90,760.00

PUBLIC COORDINATION/AWARENESS

1300 - Public Coordination (Council, City, Exhibits, Meetings, etc)		
1301 Public Meeting (Pre-Con) (Phase 2-3 Only)	\$	24,158.00
1302 Public Meeting Exhibits (Pre-Con) (Phase 2-3 Only)	\$	13,544.00
1303 Council Workshop Exhibits	\$	27,774.00
1304 Council Workshops	\$	10,350.00
1305 Renderings	\$	45,840.00
Public Involvement Services Total	\$	121,666.00

BID/CONSTRUCTION PHASE SERVICES

1400 - Bid Phase Services (Phase 2-3 Only)	\$	18,300.00
1500 - Construction Phase Services (Phase 2-3 Only)	\$	34,940.00
Construction Phase Services Total	\$	53,240.00

Services Total	\$	1,365,217.00
Owner Contingency (5%)	\$	68,260.00
Expenses Total		\$7,462.00

TOTAL COST:	\$ 1,440,939.00
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EXHIBIT A
Glade Road Final Design – Phase 2 (Manning Dr. to Pool Rd)
City of Colleyville, Texas
12/10/2015

BASE ESTIMATE

100 - PROJECT MANAGEMENT	\$	28,068.00	
200 - TOPOGRAPHIC SURVEY	\$	10,800.00	
300 - RIGHT-OF-WAY SURVEY	\$	75,000.00	
400 - GENERAL PLANS SPECIFICATIONS AND ESTIMATES	\$	19,184.00	
500 - TRAFFIC CONTROL PLANS	\$	43,298.00	
600 - ROADWAY PLANS	\$	88,942.00	
700 - RETAINING WALLS	\$	18,350.00	
800 - HYDROLOGIC AND HYDRUALIC ANALYSIS	\$	74,998.00	
900 - WATER, SANITARY SEWER RELOCATION AND ADJUS	\$	30,758.00	
1000 - TRAFFIC ITEMS	\$	25,328.00	
1100 - EROSION CONTROL	\$	11,894.00	
1200 - FRANCHISE UTILITY COORDINATION	\$	15,960.00	
1300 - PUBLIC MEETING	\$	47,054.00	
1400 - BID PHASE SERVICES	\$	9,150.00	
1500 - CONSTRUCTION PHASE SERVICES	\$	19,500.00	
		Subtotal - TranSystems:	\$ 518,284.00

Expenses :

Subconsultants:

Terracon	=	\$	4,500.00	
The Rios Group	=	\$	26,000.00	
			Subtotal - Subconsultants:	\$30,500.00

Other Expenses:

Mileage:

Surveyors	0 miles @	\$	0.56	=	\$	-	
Others	0 miles @	\$	0.56	=	\$	-	
Maps/Deed/Plats				=	\$	-	
Property Corners/Stakes and Field Supplies				=	\$	-	
Printing (reports and intermediate reviews)				=	\$	-	
Printing/boards/handouts/etc. (Public Involvement)				=	\$	-	
Misc. Expenses (Delivery Services, Overnight Mail, etc.)				=	\$	-	
						Subtotal - Other Expenses :	\$0.00

Owner Contingency (5%) \$27,440.00

TOTAL COST: \$576,224.00

EXHIBIT A
 Glade Road Final Design – Phase 2 (Manning Dr. to Pool Rd)
 City of Colleyville, Texas
 ESTIMATE OF HOURS AND FEE ESTIMATE
 12/10/2015

	E5	E4	E3	E2	E1	T4	S4	S3	S2	Survey Crew	Admin	Totals
	\$260.00	\$215.00	\$185.00	\$145.00	\$105.00	\$96.00	\$150.00	\$135.00	\$90.00	\$140.00	\$65.00	
100 - PROJECT MANAGEMENT												
101 Managing Team and Sub-Consultants		80										\$ 12,900.00
102 Invoicing and Status Reports											32	\$ 2,080.00
103 Design Team Meetings (8)		8		8	8	8						\$ 4,488.00
104 QA/QC		40										\$ 8,800.00
Total Hours for TranSystems (100 Series)	0	108	0	8	8	8	0	0	0	0	32	\$ 26,068.00
200 - TOPOGRAPHIC SURVEY												
201 Supplemental Survey							4		20	60		\$ 10,800.00
Total Hours for TranSystems (200 Series)	0	0	0	0	0	0	4	0	20	60	0	\$ 10,800.00
300 - RIGHT-OF-WAY SURVEY												
301 Appraisal District tax records research									8			\$ 720.00
302 Research deed records									16			\$ 1,440.00
303 Prepare/mail ROE letters and track ROE									8			\$ 720.00
304 Property Corner Parcel Ties										80		\$ 11,200.00
305 Set Property Corners										64		\$ 8,960.00
306 Deed Sketch									64			\$ 5,760.00
307 Boundary Analysis							8	80				\$ 12,000.00
308 Parcel Map Drafting									120			\$ 10,800.00
309 Legal Descriptions							16	120				\$ 16,800.00
310 QA/QC							32					\$ 4,800.00
Total Hours for TranSystems (300 Series)	0	0	0	0	0	0	56	200	216	144	0	\$ 75,000.00
400 - GENERAL PLANS SPECIFICATIONS AND ESTIMATES												
401 Title Sheet		1		1	1	2						\$ 857.00
402 Project Layout (2)		1		1	2	8						\$ 1,338.00
403 Typical Sections (6)		1		2	4	12						\$ 2,077.00
404 General Notes		1		1	4	2						\$ 972.00
405 Summary Sheets (4)		1		7	10	2						\$ 2,472.00
406 Quantities		1		12	20							\$ 4,055.00
407 Opinion of Probable Cost		1		2	8							\$ 1,345.00
408 Project Manual and Technical Specifications		4		2	8							\$ 1,990.00
409 Miscellaneous Details		1		4		18						\$ 2,331.00
410 Standard Detail Sheets		1		4		12						\$ 1,947.00
Total Hours for TranSystems (400 Series)	0	13	0	36	57	54	0	0	0	0	0	\$ 19,184.00
500 - TRAFFIC CONTROL PLANS												
501 Typical Sections (4)		2		4	8	24						\$ 4,154.00
502 Phase Narratives (2)		2		12	24	8						\$ 5,458.00
503 Phase Layouts (12)(2 Phases)		12		40	80	120						\$ 28,300.00
504 Detour Layouts (4)		2		12	16	18						\$ 5,386.00
Total Hours for TranSystems (500 Series)	0	18	0	68	128	168	0	0	0	0	0	\$ 43,298.00
600 - ROADWAY PLANS												
601 Alignment and Control data (2)		2		16		16						\$ 4,286.00
602 Removal sheets. (12)		2		18	18	60						\$ 10,180.00
603 Plans and profile sheets. (15)		12		30	80	110						\$ 25,890.00
604 Cross sections at 25-foot intervals (30)		2		40	42	110						\$ 21,200.00
605 Intersection Design (15)		4		24	32	56						\$ 13,076.00
606 Roundabout Layout												\$ -
607 Driveway Design		4		24	40	60						\$ 14,300.00
Total Hours for TranSystems (600 Series)	0	26	0	150	210	412	0	0	0	0	0	\$ 88,942.00
700 - RETAINING WALLS												
701 Retaining Wall Layouts		4		8	24	40						\$ 8,380.00
702 Retaining Wall Details		4		8	12	20						\$ 5,200.00
703 Standards		2		8	12	20						\$ 4,770.00
Total Hours for TranSystems (700 Series)	0	10	0	24	48	80	0	0	0	0	0	\$ 18,350.00
800 - HYDROLOGIC AND HYDRAULIC ANALYSIS												
801 Drainage Area Map (7)		4		12	32	24						\$ 8,264.00
802 Runoff Computations		4		18	32	18						\$ 8,076.00
803 Storm Drain Plan and Profiles (15-Trunk, 10-Lateral)		18		80	120	120						\$ 39,180.00
804 Storm Drain Computations		18		30	80	8						\$ 18,958.00
805 Box Culvert Plan and Profiles												\$ -
806 Coordination with FEMA flood plain coordinator (1-Zone X)		4			18							\$ 2,540.00
Total Hours for TranSystems (800 Series)	0	44	0	138	280	168	0	0	0	0	0	\$ 74,998.00
900 - WATER, SANITARY SEWER RELOCATION AND ADJUSTMENTS												
901 Water line plans (5700 LF)(8)		12		24	60	80						\$ 20,040.00
902 Miscellaneous Adjustments		2		16	32	48						\$ 10,718.00
Total Hours for TranSystems (900 Series)	0	14	0	40	92	128	0	0	0	0	0	\$ 30,758.00
1000 - TRAFFIC ITEMS												
1001 Illumination Plans (7)		2		8	24	40						\$ 7,950.00
1002 Photometrics Layout		2		40								\$ 6,230.00
1003 Pavement marking plans (7)		2		8	18	24						\$ 5,574.00
1004 Signing plans (7)		2		8	18	24						\$ 5,574.00

EXHIBIT A
Glade Road Final Design - Phase 2 (Manning Dr. to Pool Rd)
City of Colleyville, Texas
ESTIMATE OF HOURS AND FEE ESTIMATE
12/10/2015

	E5	E4	E3	E2	E1	T4	S4	S3	S2	Survey Crew	Admin	Totals
	\$260.00	\$215.00	\$185.00	\$145.00	\$105.00	\$98.00	\$150.00	\$135.00	\$80.00	\$140.00	\$65.00	
Total Hours for TranSystems (1000 Series)	0	8	0	64	56	88	0	0	0	0	0	\$ 25,328.00
1100 - EROSION CONTROL												
1101 Erosion control plan sheets (7)		2		8	24	40						\$ 7,950.00
1102 Erosion control details		2		4	8	24						\$ 3,944.00
Total Hours for TranSystems (1100 Series)	0	4	0	12	30	64	0	0	0	0	0	\$ 11,894.00
1200 - FRANCHISE UTILITY COORDINATION												
1201 Utility Coordination Plans (15)		4		18	32	40						\$ 10,380.00
1202 Meetings with franchise utilities (6)		12		12	12							\$ 5,580.00
Total Hours for TranSystems (1200 Series)	0	16	0	28	44	40	0	0	0	0	0	\$ 15,960.00
1300 - PUBLIC MEETING												
1301 Public Meeting Preparation and Attendance (Pre-Construction)		22		18	28	24						\$ 12,294.00
1302 Public Meeting Exhibits (Pre-Construction)		4		8	16	32						\$ 6,772.00
1303 Council Workshop Exhibits		6		6	32	48						\$ 9,258.00
1304 Council Workshops (3)		12		8								\$ 3,450.00
1305 Renderings (3)		4		20		120						\$ 15,280.00
Total Hours for TranSystems (1300 Series)	0	48	0	50	76	224	0	0	0	0	0	\$ 47,054.00
1400 - BID PHASE SERVICES												
1401 Pre-Bid Meeting		2			2							\$ 640.00
1402 Prepare Addenda		4			8	18						\$ 3,238.00
1403 Bid Tabulation and Recommendation		2			4							\$ 850.00
1404 Construction documents (conformed plans)		4			12	24						\$ 4,424.00
Total Hours for TranSystems (1400 Series)	0	12	0	0	26	40	0	0	0	0	0	\$ 9,150.00
1500 - CONSTRUCTION PHASE SERVICES												
1501 Attend preconstruction conference		2			2							\$ 640.00
1502 Post Award Design and RFIs		2		18	40	40						\$ 10,790.00
1503 Review Shop Drawing and Submittals		4			24							\$ 3,380.00
1504 Review Pay Requests (12 months)		2		12	24							\$ 4,680.00
Total Hours for TranSystems (1500 Series)	0	10	0	28	90	40	0	0	0	0	0	\$ 19,500.00
1600 - GEOTECHNICAL INVESTIGATION												
1601 Geotechnical Investigation and Pavement Design (Subconsultant)												\$ 4,500.00
Total Subconsultant Fee (1600 Series)												\$ 4,500.00
1700 - LEVEL A SUBSURFACE UTILITY ENGINEERING (SUE)												
1701 Level A SUE (Subconsultant)												\$ 28,000.00
Total Subconsultant Fee (1700 Series)												\$ 28,000.00
Total Hours for TranSystems Corporation (Base):	0	331	0	646	1145	1514	60	200	236	204	32	\$ 548,784.00

0.0% 7.8% 0.0% 14.8% 28.2% 34.7% 1.4% 4.6% 5.4% 4.7% 0.7%
0.5%

Design Services \$ 423,784.00
Right-of-way Services \$ 75,000.00
Construction Services \$ 19,500.00
Subconsultants \$ 30,500.00
\$ 548,784.00

EXHIBIT A
Glade Road Final Design – Phase 3 (Pool Rd to Heritage Ave)
City of Colleyville, Texas
12/10/2015

BASE ESTIMATE

100 - PROJECT MANAGEMENT	\$	28,068.00	
200 - TOPOGRAPHIC SURVEY	\$	10,800.00	
300 - RIGHT-OF-WAY SURVEY	\$	19,200.00	
400 - GENERAL PLANS SPECIFICATIONS AND ESTIMATES	\$	18,090.00	
500 - TRAFFIC CONTROL PLANS	\$	34,446.00	
600 - ROADWAY PLANS	\$	66,058.00	
700 - RETAINING WALLS	\$	18,350.00	
800 - HYDROLOGIC AND HYDRUALIC ANALYSIS	\$	46,738.00	
900 - WATER, SANITARY SEWER RELOCATION AND ADJUSE	\$	19,940.00	
1000 - TRAFFIC ITEMS	\$	26,544.00	
1100 - EROSION CONTROL	\$	9,938.00	
1200 - FRANCHISE UTILITY COORDINATION	\$	11,332.00	
1300 - PUBLIC MEETING	\$	46,624.00	
1400 - BID PHASE SERVICES	\$	9,150.00	
1500 - CONSTRUCTION PHASE SERVICES	\$	15,440.00	
		Subtotal - TranSystems:	\$380,718.00

Expenses :

Subconsultants:			
Terracon	= \$	4,500.00	
The Rios Group	= \$	26,000.00	
		Subtotal - Subconsultants:	\$30,500.00

Other Expenses:

Mileage:			
Surveyors	0 miles @	\$	0.56 = \$ -
Others	0 miles @	\$	0.56 = \$ -
Maps/Deed/Plats			= \$ -
Property Corners/Stakes and Field Supplies			= \$ -
Printing (reports and intermediate reviews)			= \$ -
Printing/boards/handouts/etc. (Public Involvement)			= \$ -
Misc. Expenses (Delivery Services, Overnight Mail, etc.)			= \$ -
		Subtotal - Other Expenses :	\$0.00

Owner Contingency (5%) **\$20,560.00**

TOTAL COST: **\$431,778.00**

EXHIBIT A
Glade Road Final Design – Phase 3 (Pool Rd to Heritage Ave)
City of Colleyville, Texas
ESTIMATE OF HOURS AND FEE ESTIMATE
12/10/2015

	E5	E4	E3	E2	E1	T4	S4	S3	S2	Survey Crew	Admin	Totals
	\$260.00	\$215.00	\$165.00	\$145.00	\$105.00	\$96.00	\$150.00	\$135.00	\$90.00	\$140.00	\$65.00	
100 - PROJECT MANAGEMENT												
101 Managing Team and Sub-Consultants		60										\$ 12,900.00
102 Invoicing and Status Reports (8)											32	\$ 2,080.00
103 Design Team Meetings (8)		8		8	8	8						\$ 4,488.00
104 QA/QC		40										\$ 8,600.00
Total Hours for TranSystems (100 Series)	0	108	0	8	8	8	0	0	0	0	32	\$ 28,068.00
200 - TOPOGRAPHIC SURVEY												
201 Supplemental Survey							4		20	80		\$ 10,800.00
Total Hours for TranSystems (200 Series)	0	0	0	0	0	0	4	0	20	60	0	\$ 10,800.00
300 - RIGHT-OF-WAY SURVEY												
301 Appraisal District tax records research									4			\$ 360.00
302 Research deed records									4			\$ 360.00
303 Prepare/mail ROE letters and track ROE									4			\$ 360.00
304 Property Corner Parcel Ties										20		\$ 2,800.00
305 Set Property Corners										18		\$ 2,240.00
306 Deed Sketch									18			\$ 1,440.00
307 Boundary Analysis							2	24				\$ 3,540.00
308 Parcel Map Drafting									28			\$ 2,520.00
309 Legal Descriptions							4	28				\$ 4,380.00
310 QA/QC							8					\$ 1,200.00
Total Hours for TranSystems (300 Series)	0	0	0	0	0	0	14	52	56	36	0	\$ 19,200.00
400 - GENERAL PLANS SPECIFICATIONS AND ESTIMATES												
401 Title Sheet		1		1	1	2						\$ 657.00
402 Project Layout (3)		1		1	2	8						\$ 1,338.00
403 Typical Sections (4)		1		1	2	8						\$ 1,338.00
404 General Notes		1		1	4	2						\$ 972.00
405 Summary Sheets (4)		1		4	10	2						\$ 2,037.00
406 Quantities		1		12	20							\$ 4,055.00
407 Opinion of Probable Cost		1		2	8							\$ 1,135.00
408 Project Manual and Technical Specifications		4		4	8							\$ 2,280.00
409 Miscellaneous Details		1		4		18						\$ 2,331.00
410 Standard Detail Sheets		1		4		12						\$ 1,947.00
Total Hours for TranSystems (400 Series)	0	13	0	34	53	50	0	0	0	0	0	\$ 18,090.00
500 - TRAFFIC CONTROL PLANS												
501 Typical Sections (2)		1		2	4	18						\$ 2,461.00
502 Phase Narratives (1)		1		12		4						\$ 2,338.00
503 Phase Layouts (10)(2 Phases)		12		32	80	90						\$ 24,280.00
504 Detour Layouts (4)		2		12	16	16						\$ 5,368.00
Total Hours for TranSystems (500 Series)	0	16	0	58	100	126	0	0	0	0	0	\$ 34,446.00
600 - ROADWAY PLANS												
601 Alignment and Control data (2)		2		4	12	24						\$ 4,574.00
602 Removal sheets (9)		2		12	12	48						\$ 8,038.00
603 Plans and profile sheets (11)		12		20	52	78						\$ 18,428.00
604 Cross sections at 25-foot intervals (22)		2		12	40	90						\$ 15,010.00
605 Intersection Design (9)		4		12	12	48						\$ 8,468.00
606 Roundabout Layout												\$ -
607 Driveway Design		4		24	32	40						\$ 11,540.00
Total Hours for TranSystems (600 Series)	0	26	0	84	160	326	0	0	0	0	0	\$ 66,058.00
700 - RETAINING WALLS												
701 Retaining Wall Layouts		4		8	24	40						\$ 6,360.00
702 Retaining Wall Details		4		8	12	20						\$ 5,200.00
703 Standards		2		8	12	20						\$ 4,770.00
Total Hours for TranSystems (700 Series)	0	10	0	24	48	80	0	0	0	0	0	\$ 18,350.00
800 - HYDROLOGIC AND HYDRAULIC ANALYSIS												
801 Drainage Area Map (4)		4		8	24	18						\$ 8,078.00
802 Runoff Computations		4		12	24	8						\$ 5,888.00
803 Storm Drain Plan and Profiles (8-Trunk, 6-Lateral)		8		24	48	110						\$ 20,800.00
804 Storm Drain Computations		8		18	40	4						\$ 8,914.00
805 Box Culvert Plan and Profiles												\$ -
806 Coordination with FEMA flood plain coordinator (1-Zone AE)		4			40							\$ 5,060.00
Total Hours for TranSystems (800 Series)	0	28	0	62	176	138	0	0	0	0	0	\$ 46,738.00
900 - WATER, SANITARY SEWER RELOCATION AND ADJUSTMENTS												
901 Water line plans (2800 LF)(4)		10		18	24	40						\$ 10,830.00
902 Miscellaneous Adjustments		2		18	24	40						\$ 9,110.00
Total Hours for TranSystems (900 Series)	0	12	0	32	48	80	0	0	0	0	0	\$ 19,940.00
1000 - TRAFFIC ITEMS												
1001 Illumination Plans (8)		2		8	32	40						\$ 8,790.00
1002 Photometric Layout		2		40								\$ 6,230.00
1003 Pavement marking plans (6)		2		4	18	32						\$ 5,782.00
1004 Signing plans (8)		2		4	18	32						\$ 5,782.00

EXHIBIT A
Glade Road Final Design – Phase 3 (Pool Rd to Heritage Ave)
City of Colleyville, Texas
ESTIMATE OF HOURS AND FEE ESTIMATE
12/10/2015

	E5	E4	E3	E2	E1	T4	S4	S3	S2	Survey Crew	Admin	Totals
	\$260.00	\$215.00	\$185.00	\$145.00	\$105.00	\$96.00	\$150.00	\$135.00	\$90.00	\$14000	\$65.00	
Total Hours for TranSystems (1800 Series)	0	8	0	56	84	104	0	0	0	0	0	\$ 26,544.00
1100 - EROSION CONTROL												
1101 Erosion control plan sheets (6)		2		8	20	32						\$ 6,762.00
1102 Erosion control details		2		4	6	18						\$ 3,176.00
Total Hours for TranSystems (1100 Series)	0	4	0	12	26	48	0	0	0	0	0	\$ 9,938.00
1200 - FRANCHISE UTILITY COORDINATION												
1201 Utility Coordination Plans (11)		4		8	24	32						\$ 7,612.00
1202 Meetings with franchise utilities (4)		8		8	8							\$ 3,720.00
Total Hours for TranSystems (1200 Series)	0	12	0	16	32	32	0	0	0	0	0	\$ 11,332.00
1300 - PUBLIC MEETING												
1301 Public Meeting Preparation and Attendance (Pre-Construction)		20		16	28	24						\$ 11,884.00
1302 Public Meeting Exhibits (Pre-Construction)		4		8	16	32						\$ 6,772.00
1303 Council Workshop Exhibits		6			32	48						\$ 9,258.00
1304 Council Workshops (3)		12		6								\$ 3,450.00
1305 Renderings (3)		4		20		120						\$ 15,280.00
Total Hours for TranSystems (1300 Series)	0	46	0	50	76	224	0	0	0	0	0	\$ 46,624.00
1400 - BIO PHASE SERVICES												
1401 Pre-Bid Meeting		2			2							\$ 640.00
1402 Prepare Addenda		4			8	16						\$ 3,236.00
1403 Bid tabulation and Recommendation		2			4							\$ 850.00
1404 Construction documents (conformed plans)		4			12	24						\$ 4,424.00
Total Hours for TranSystems (1400 Series)	0	12	0	0	26	40	0	0	0	0	0	\$ 9,150.00
1500 - CONSTRUCTION PHASE SERVICES												
1501 Attend preconstruction conference		2			2							\$ 640.00
1502 Post Award Design and RFIs		2			40	40						\$ 8,470.00
1503 Review Shop Drawing and Submittals		4			24							\$ 3,380.00
1504 Review Pay Requests (12 months)		2			24							\$ 2,950.00
Total Hours for TranSystems (1500 Series)	0	10	0	0	90	40	0	0	0	0	0	\$ 15,440.00
1600 - GEOTECHNICAL INVESTIGATION												
1601 Geotechnical Investigation and Pavement Design (Subconsultant)												\$ 4,500.00
Total Subconsultant Fee (1600 Series)												\$ 4,500.00
1700 - LEVEL A SUBSURFACE UTILITY ENGINEERING (SUE)												
1701 Level A SUE (Subconsultant)												\$ 26,000.00
Total Subconsultant Fee (1700 Series)												\$ 26,000.00
Total Hours for TranSystems Corporation (Base):	0	305	0	436	907	1298	18	52	76	96	32	\$ 411,218.00
	0.0%	9.5%	0.0%	13.5%	28.2%	40.3%	0.6%	1.8%	2.4%	3.0%	1.0%	
	0.5%											

Design Services \$ 348,078.00
Right-of-way Services \$ 19,200.00
Construction Services \$ 15,440.00
Subconsultant \$ 30,500.00
\$ 411,218.00

EXHIBIT A
Glade Road Final Design – Phase 4 (Western City Limits to Bransford Rd)
City of Colleyville, Texas
12/10/2015

BASE ESTIMATE

100 - PROJECT MANAGEMENT	\$	28,068.00	
200 - TOPOGRAPHIC SURVEY	\$	10,800.00	
300 - RIGHT-OF-WAY SURVEY	\$	17,280.00	
400 - GENERAL PLANS SPECIFICATIONS AND ESTIMATES	\$	17,945.00	
500 - TRAFFIC CONTROL PLANS	\$	34,026.00	
600 - ROADWAY PLANS	\$	72,402.00	
700 - RETAINING WALLS	\$	18,350.00	
800 - HYDROLOGIC AND HYDRUALIC ANALYSIS	\$	81,938.00	
900 - WATER, SANITARY SEWER RELOCATION AND ADJUS	\$	19,940.00	
1000 - TRAFFIC ITEMS	\$	25,704.00	
1100 - EROSION CONTROL	\$	11,894.00	
1200 - FRANCHISE UTILITY COORDINATION	\$	8,380.00	
1300 - PUBLIC MEETING	\$	27,988.00	
1400 - BID PHASE SERVICES	\$	-	
1500 - CONSTRUCTION PHASE SERVICES	\$	-	
		Subtotal - TranSystems:	\$374,715.00

Expenses :

Subconsultants:

Terracon	= \$	4,500.00	
The Rios Group	= \$	26,000.00	
		Subtotal - Subconsultants:	\$30,500.00

Other Expenses:

Mileage:

Surveyors	0 miles @	\$	0.56	= \$	-	
Others	0 miles @	\$	0.56	= \$	-	
Maps/Deed/Plats				= \$	-	
Property Corners/Stakes and Field Supplies				= \$	-	
Printing (reports and intermediate reviews)				= \$	-	
Printing/boards/handouts/etc. (Public Involvement)				= \$	-	
Misc. Expenses (Delivery Services, Overnight Mail, etc.)				= \$	-	
				Subtotal - Other Expenses :	\$0.00	

Owner Contingency (5%) **\$20,260.00**

TOTAL COST: **\$425,475.00**

ESTIMATE OF HOURS AND FEE ESTIMATE
12/10/2015

		E5	E4	E3	E2	E1	T4	S4	S3	S2	Survey Crew	Admin	Totals
		\$250.00	\$215.00	\$185.00	\$145.00	\$105.00	\$98.00	\$150.00	\$135.00	\$80.00	\$140.00	\$85.00	
100 - PROJECT MANAGEMENT													
101	Managing Team and Sub-Consultants		80										\$ 12,900.00
102	Invoicing and Status Reports (8)											32	\$ 2,080.00
103	Design Team Meetings (8)		8		8	8	8						\$ 4,488.00
104	QAVOC		40										\$ 8,800.00
	Total Hours for TranSystems (100 Series)	0	108	0	8	8	8	0	0	0	0	32	\$ 28,068.00
200 - TOPOGRAPHIC SURVEY													
201	Supplemental Survey							4		20	60		\$ 10,800.00
	Total Hours for TranSystems (200 Series)	0	0	0	0	0	0	4	0	20	60	0	\$ 10,800.00
300 - RIGHT-OF-WAY SURVEY													
301	Appraisal District tax records research									4			\$ 380.00
302	Research deed records									4			\$ 380.00
303	Prepare map at ROE letters and track ROE									4			\$ 380.00
304	Property Corner Parcel Ties										12		\$ 1,080.00
305	Set Property Corners										12		\$ 1,080.00
306	Dead Sketch									8			\$ 720.00
307	Boundary Analysis							4	24				\$ 3,840.00
308	Parcel Map Drafting									24			\$ 2,160.00
309	Legal Descriptions							4	32				\$ 4,920.00
310	QAVOC							8					\$ 1,200.00
	Total Hours for TranSystems (300 Series)	0	0	0	0	0	0	16	56	44	24	0	\$ 17,280.00
400 - GENERAL PLANS SPECIFICATIONS AND ESTIMATES													
401	Title Sheet		1		1	1	2						\$ 657.00
402	Project Layout (2)		1		1	2	8						\$ 1,338.00
403	Typical Sections (4)		1		1	2	8						\$ 1,338.00
404	General Notes		1		1	4	2						\$ 972.00
405	Summary Sheets (4)		1		3	10	2						\$ 1,862.00
406	Quantities		1		12	20							\$ 4,055.00
407	Opinion of Probable Cost		1		2	6							\$ 1,135.00
408	Project Manual and Technical Specifications		4		4	8							\$ 2,280.00
409	Miscellaneous Details		1		4		16						\$ 2,331.00
410	Standard Detail Sheets		1		4		12						\$ 1,947.00
	Total Hours for TranSystems (400 Series)	0	13	0	33	53	50	0	0	0	0	0	\$ 17,945.00
500 - TRAFFIC CONTROL PLANS													
501	Typical Sections (2)		1		2	4	16						\$ 2,461.00
502	Phase Narratives (1)		1		12		4						\$ 2,339.00
503	Phase Layouts (10)(2 Phases)		12		32	80	90						\$ 24,280.00
504	Detour Layouts (4)		2		12	12	18						\$ 4,988.00
	Total Hours for TranSystems (500 Series)	0	18	0	58	96	126	0	0	0	0	0	\$ 34,026.00
600 - ROADWAY PLANS													
601	Alignment and Control data (2)		2		4	12	24						\$ 4,574.00
602	Removal sheets (10)		2		16	16	48						\$ 9,038.00
603	Plans and profile sheets (13)		12		32	60	90						\$ 22,180.00
604	Cross sections at 25-foot intervals (25)		2		16	48	100						\$ 17,390.00
605	Intersection Design (8)		4		12	12	40						\$ 7,700.00
606	Roundabout Layout												\$ -
607	Driveway Design		4		24	32	40						\$ 11,540.00
	Total Hours for TranSystems (600 Series)	0	26	0	104	180	342	0	0	0	0	0	\$ 72,402.00
700 - RETAINING WALLS													
701	Retaining Wall Layouts		4		8	24	40						\$ 8,380.00
702	Retaining Wall Details		4		8	12	20						\$ 5,200.00
703	Standards		2		8	12	20						\$ 4,770.00
	Total Hours for TranSystems (700 Series)	0	10	0	24	48	80	0	0	0	0	0	\$ 18,350.00
800 - HYDROLOGIC AND HYDRAULIC ANALYSIS													
801	Drainage Area Map (8)		4		12	32	20						\$ 7,880.00
802	Runoff Computations		8		8	32	18						\$ 7,776.00
803	Storm Drain Plan and Profiles (13-Trunk, 8-Lateral)		6		60	88	100						\$ 31,730.00
804	Storm Drain Computations		8		24	40	6						\$ 10,168.00
805	Box Culvert Plan and Profiles (1) (Zone AE)		4		16		24						\$ 5,484.00
806	Coordination with FEMA flood plain coordinator		4		40	80	40						\$ 16,900.00
	Total Hours for TranSystems (800 Series)	0	34	0	180	272	208	0	0	0	0	0	\$ 81,938.00
900 - WATER, SANITARY SEWER RELOCATION AND ADJUSTMENTS													
901	Water line plans (2500 LF)(4)		10		16	24	40						\$ 10,830.00
902	Miscellaneous Adjustments		2		16	24	40						\$ 9,110.00
	Total Hours for TranSystems (900 Series)	0	12	0	32	48	80	0	0	0	0	0	\$ 19,940.00
1000 - TRAFFIC ITEMS													
1001	Illumination Plans (7)		2		8	24	40						\$ 7,850.00
1002	Photometrics Layout		2		40								\$ 8,230.00
1003	Pavement marking plans (7)		2		4	16	32						\$ 5,762.00
1004	Signing plans (7)		2		4	16	32						\$ 5,762.00
	Total Hours for TranSystems (1000 Series)	0	8	0	56	56	104	0	0	0	0	0	\$ 25,704.00
1100 - EROSION CONTROL													

EXHIBIT A
 Glade Road Final Design - Phase 4 (Western City Limits to Bransford Rd)
 City of Colleyville, Texas
 ESTIMATE OF HOURS AND FEE ESTIMATE
 12/10/2015

	E5	E4	E3	E2	E1	T4	S4	S3	S2	Survey Crew	Admin	Totals
	\$260.00	\$215.00	\$185.00	\$145.00	\$105.00	\$98.00	\$150.00	\$135.00	\$90.00	\$140.00	\$85.00	
1101 Erosion control plan sheets (7)		2		8	24	40						\$ 7,850.00
1102 Erosion control details		2		4	6	24						\$ 3,944.00
Total Hours for TranSystems (1100 Series)	0	4	0	12	30	64	0	0	0	0	0	\$ 11,894.00
1200 - FRANCHISE UTILITY COORDINATION												
1201 Utility Coordination Plans (13)		4		8	24	40						\$ 8,380.00
1202 Meetings with franchise utilities (0)												\$ -
Total Hours for TranSystems (1200 Series)	0	4	0	8	24	40	0	0	0	0	0	\$ 8,380.00
1300 - PUBLIC MEETING												
1301 Public Meeting Preparation and Attendance (Pre-Construction)												\$ -
1302 Public Meeting Exhibits (Pre-Construction)												\$ -
1303 Council Workshop Exhibits		6			32	48						\$ 9,258.00
1304 Council Workshops (3)		12		6								\$ 3,450.00
1305 Renderings (3)		4		20		120						\$ 15,280.00
Total Hours for TranSystems (1300 Series)	0	22	0	26	32	168	0	0	0	0	0	\$ 27,988.00
1400 - BID PHASE SERVICES												
1401 Pre-Bid Meeting												\$ -
1402 Prepare Addenda												\$ -
1403 Bid Tabulation and Recommendation												\$ -
1404 Construction documents (conformed plans)												\$ -
Total Hours for TranSystems (1400 Series)	0	0	0	0	0	0	0	0	0	0	0	\$ -
1500 - CONSTRUCTION PHASE SERVICES												
1501 Attend preconstruction conference												\$ -
1502 Post Award Design and RFIs												\$ -
1503 Review Shop Drawing and Submittals												\$ -
1504 Review Pay Requests (12 months)												\$ -
Total Hours for TranSystems (1500 Series)	0	0	0	0	0	0	0	0	0	0	0	\$ -
1600 - GEOTECHNICAL INVESTIGATION												
1601 Geotechnical Investigation and Pavement Design (Subconsultant)												\$ 4,500.00
Total Subconsultant Fee (1600 Series)												\$ 4,500.00
1700 - LEVEL A SUBSURFACE UTILITY ENGINEERING (SUE)												
1701 Level A SUE (Subconsultant)												\$ 26,000.00
Total Subconsultant Fee (1700 Series)												\$ 26,000.00
Total Hours for TranSystems Corporation (Base):	0	257	0	541	847	1270	20	56	64	84	32	\$ 405,215.00
	0.0%	8.1%	0.0%	17.1%	26.7%	40.1%	0.8%	1.8%	2.0%	2.8%	1.0%	
	0.5%											

Design Services	\$ 357,435.00
Right-of-way Services	\$ 17,280.00
Construction Services	\$ -
Subconsultants	\$ 30,500.00
	\$ 405,215.00

Glade Road Design Fee Options

Option 1 - Amendment to phase 2 and cover all the extra work that has been performed to date (likely a cost increase)

Option 2 - Amendment to phase 2 and cover all the extra work that has been performed to date, and the removal of Phase 4 design

Option 3 - Amendment to phase 2 and cover all the extra work that has been performed to date, and the removal of Phase 4 and Phase 3 design

Original Contract Value = \$1,440,939.00

Original Contract Values			
	Option 1	Option 2*	Option 3**
Phase 2	\$576,224.00	\$576,224.00	\$576,224.00
Phase 3	\$431,778.00	\$431,778.00	\$51,104.86
Phase 4	\$425,475.00	\$49,888.61	\$49,888.61
Expenses	\$7,462.00	\$7,462.00	\$7,462.00
	\$1,440,939.00	\$1,065,352.61	\$684,679.47

* Ph 4 - Actual to date

** Ph 3 & 4 - Actual to date

Supplemental Work			
	Option 1	Option 2	Option 3
Phase 2 Alternates (Actual to date)	\$130,139.12	\$130,139.12	\$130,139.12
Phase 1A Plans (Actual to date)	\$48,646.81	\$48,646.81	\$48,646.81
Finalize Phase 1B Plans	\$19,980.00	\$19,980.00	\$19,980.00
Bransford Roundabout Revision	\$18,905.00	\$18,905.00	\$18,905.00
Add Fiber Duct Bank - Ph 1A	\$2,535.00	\$2,535.00	\$2,535.00
Add Fiber Duct Bank - Ph 1B	\$4,855.00	\$4,855.00	\$4,855.00
Add Fiber Duct Bank - Ph 2	\$7,390.00	\$7,390.00	\$7,390.00
Add Fiber Duct Bank - Ph 3	\$7,390.00	\$7,390.00	\$0.00
Additional Phase 1 ROW support	\$25,000.00	\$25,000.00	\$25,000.00
	\$264,840.93	\$264,840.93	\$257,450.93

	Option 1	Option 2	Option 3
Original	\$1,440,939.00	\$1,065,352.61	\$684,679.47
Original + Supplemental	\$1,705,779.93	\$1,330,193.54	\$942,130.40
Delta	\$264,840.93	(\$110,745.46)	(\$498,808.60)

Option 2 - Proposed Design Contract Amendment

AMENDMENT AGREEMENT

The Agreement to Perform Engineering Design Services for improvements to Glade Road Phases 2, 3 and 4 dated the 15th day of December 2015, entered into between TranSystems Corporation dba TranSystems Corporation Consultants as the Consultant and City of Colleyville, Texas as the Client, for good and valuable consideration including the promises and agreements set forth hereafter is hereby amended, modified, and revised as follows:

1. Exhibit A - Eliminate Phase 4 - Western City Limits to Branford Road as define in Exhibit A (Page 2 of 8). Contract reduction of \$375,586.39
2. Exhibit A - Add Phase 2 Alternative development and analysis. Develop six alternates, analyze impacts and develop opinion of probable costs. Contract addition of \$130,139.12
3. Exhibit A - Add development of two bid packages for Phase 1. Contract addition of \$68,626.81
4. Exhibit A - Add revise design of Glade Road/Bransford Road intersection. Contract addition of \$18,905.00
5. Exhibit A - Add layout of joint Colleyville/GCISD fiber optic duct back along Glade Road. Contract addition of \$22,170.00
6. Exhibit A - Additional Right-of-Way Survey supporting Phase 1 Right-of-Way acquisition team. Contract addition of \$25,000.00
7. Revise Section 5.1.1 as follows: For Basic Services. As compensation for the performance of the Basic Services rendered by CONSULTANT under Section 1, CITY shall pay CONSULTANT a lump sum fee of \$1,330,193.54. CONSULTANT shall submit monthly invoices for Basic Services. The statements will be based on CONSULTANT'S estimate of the portion of the total services actually completed at the time of billing. CITY shall review statements and shall make payments within 30 days of receipt of the statements.

All other terms and conditions of said original agreement identified hereinabove that are not expressly amended, modified, and or revised by this Amendment Agreement, shall remain unchanged and in full force and effect.

The undersigned being the authorized representatives of the contracting parties identified herein, have executed this Amendment Agreement to make it binding upon the parties hereto effective this _____ day of _____ 2017.

CITY OF COLLEYVILLE, TEXAS

TRANSYSTEMS CORPORATION dba
TRANSYSTEMS CORPORATION CONSULTANTS

By: _____

By: _____

Option 3 - Proposed Design Contract Amendment

AMENDMENT AGREEMENT

The Agreement to Perform Engineering Design Services for improvements to Glade Road Phases 2, 3 and 4 dated the 15th day of December 2015, entered into between TranSystems Corporation dba TranSystems Corporation Consultants as the Consultant and City of Colleyville, Texas as the Client, for good and valuable consideration including the promises and agreements set forth hereafter is hereby amended, modified, and revised as follows:

1. Exhibit A - Eliminate Phase 3 – Pool Road to Heritage Avenue as define in Exhibit A (Page 1 of 8). Contract reduction of \$380,673.14
1. Exhibit A - Eliminate Phase 4 - Western City Limits to Branford Road as define in Exhibit A (Page 2 of 8). Contract reduction of \$375,586.39
2. Exhibit A - Add Phase 2 Alternative development and analysis. Develop six alternates, analyze impacts and develop opinion of probable costs. Contract addition of \$130,139.12
3. Exhibit A - Add development of two bid packages for Phase 1. Contract addition of \$68,626.81
4. Exhibit A - Add revise design of Glade Road/Bransford Road intersection. Contract addition of \$18,905.00
5. Exhibit A - Add layout of joint Colleyville/GCISD fiber optic duct back along Glade Road. Contract addition of \$14,780.00
6. Exhibit A - Additional Right-of-Way Survey supporting Phase 1 Right-of-Way acquisition team. Contract addition of \$25,000.00
7. Revise Section 5.1.1 as follows: For Basic Services. As compensation for the performance of the Basic Services rendered by CONSULTANT under Section 1, CITY shall pay CONSULTANT a lump sum fee of \$942,130.40. CONSULTANT shall submit monthly invoices for Basic Services. The statements will be based on CONSULTANT'S estimate of the portion of the total services actually completed at the time of billing. CITY shall review statements and shall make payments within 30 days of receipt of the statements.

All other terms and conditions of said original agreement identified hereinabove that are not expressly amended, modified, and or revised by this Amendment Agreement, shall remain unchanged and in full force and effect.

The undersigned being the authorized representatives of the contracting parties identified herein, have executed this Amendment Agreement to make it binding upon the parties hereto effective this _____ day of _____ 2017.

CITY OF COLLEYVILLE, TEXAS

TRANSYSTEMS CORPORATION dba
TRANSYSTEMS CORPORATION CONSULTANTS

By: _____

By: _____

RESOLUTION R-13-3597

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 19, 2013

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

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of February 5, 2013
 - b. Approval of the minutes of the City Council Worksession of January 29, 2013
 - c. Approval of a lease-purchase agreement with Baystone Financial Group / Kansas State Bank through the Houston-Galveston Area Council of Governments Purchasing Co-Operative (HGAC), for the lease of a Ford F-450 Frazer ambulance, in the amount of \$209,425, and authorize the Mayor to execute all agreements
 - d. Approval of an Interlocal Agreement and funding for the Metroport Teen Court Program
 - e. Authorization for the city manager to negotiate an Engineering Services Agreement with Transystems Corporation, for the preliminary design of improvements to Glade Road between the west city limits and Heritage Avenue, in an amount not to exceed \$793,639
 - f. Approval of an amendment to a Professional Service Agreement with Schrickel, Rollins and Associates, Inc., for the design of a portion of the Pleasant Run Trail between The Village and Bogart Drive, to add the design of improvements to Pleasant Run Road, in an amount not to exceed \$46,355, and authorize the city manager to execute the amendment

AND IT IS SO RESOLVED.

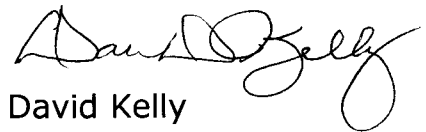
APPROVED BY A VOTE OF 6 AYES, 0 NAYS, AND 0
ABSTENTIONS ON THIS THE 19TH DAY OF FEBRUARY 2013.

ATTEST:



Amy Shelley
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

RESOLUTION R-14-3766

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF JULY 15, 2014

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

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

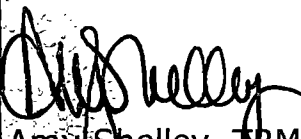
- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the City Council worksession of June 30, 2014
 - b. Approval of the minutes of the regular City Council meeting of July 1, 2014
 - c. Approval of a revised preliminary plat for the Creekside at Colleyville Addition, located on 110 acres between Glade Road, Heritage Avenue, and Cheek-Sparger Road, Case PC14-011
 - d. Approval of a final plat for Phase Two of the Creekside at Colleyville Addition, located at 2800 Heritage Avenue, Case PC14-007
 - e. Approval of an Engineering Services Agreement with TranSystems, Inc., for the design of the improvements to Glade Road between Bransford Road and Manning Drive, in an amount not to exceed \$664,365, and authorize the city manager to execute the agreement
 - f. Approval of the disposal of obsolete and non-serviceable equipment and sale of vehicles
 - g. Approval of bid awards for medical and dental insurance to Blue Cross Blue Shield; vision insurance to Block Vision; life and accidental death and dismemberment and long-term disability insurance to Dearborn; and third-party administration of the flexible spending account and health reimbursement account to Total Administrative Services Corporation, and authorize the city manager to execute the agreements

- h. Approval of an Interlocal Agreement with North East Fire Department Association (NEFDA) for Capital Replacement Funding Procedures
- i. Approval of an Interlocal Assistance Agreement for Fire and Explosion Investigations, and authorizing the mayor to execute the agreement
- j. Approval of a contract with Pattillo, Brown and Hill, L.L.P., for audit services for fiscal year ended September 30, 2014, in the amount of \$43,725
- k. Approval of an update to the City's Strategic Plan

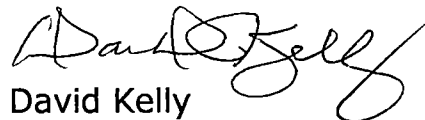
AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS, AND 0 ABSTENTIONS
ON THIS THE 15TH DAY OF JULY 2014.

ATTEST:


Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE


David Kelly
Mayor

RESOLUTION R-15-3940

A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH TRANSYSTEMS, INC., FOR THE DESIGN OF THE IMPROVEMENTS TO GLADE ROAD, INCLUDING PHASES 2, 3, AND 4, IN AN AMOUNT NOT TO EXCEED \$1,440,939, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, on February 19, 2013, the Colleyville City Council approved Resolution R-13-3597, authorizing the city manager to negotiate an Engineering Services Agreement with TranSystems, Inc., to develop a preliminary design for improvements to Glade Road from Heritage Avenue to the western city limits; and

WHEREAS, on July 15, 2014, the Colleyville City Council approved Resolution R-14-3766 approving an agreement with TranSystems, Inc. for the final design of Glade Road Project, Phase 1, the section between Bransford Road and Manning Drive; and

WHEREAS, the Colleyville City Council adopted Resolution R-15-3907 on September 15, 2015, which adopted the Five-Year Capital Improvement Program, which includes the design of Glade Road Phases 2, 3, and 4 in Fiscal Year 2016; and

WHEREAS, the Colleyville City Council seeks to move forward with the design of Glade Road Phases 2, 3, and 4; and

WHEREAS, the Colleyville City Council hereby determines the passage of this resolution is in the best interests of the health, safety, and welfare of the public; and

WHEREAS, all legal prerequisites for the approval of this resolution have been met, including but not limited to the Open Meetings Act.

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

Sec. 1. THAT all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Sec. 2. THAT the Colleyville City Council approves the Engineering Services Agreement with TranSystems, Inc., attached as Exhibit "A", for the design of the improvements to Glade Road, Phases 2, 3, and 4, in an amount not to exceed \$1,440,939, and authorizes the city manager to execute the agreement.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 6 AYES, 1 NAYS, AND 0 ABSTENTIONS ON THIS THE 15TH DAY OF DECEMBER 2015.

ATTEST



Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

**AGREEMENT BETWEEN
THE CITY OF COLLEYVILLE, TEXAS and
TRANSYSTEMS CORPORATION d/b/a
TRANSYSTEMS CORPORATION CONSULTANTS
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2015, by and between the City of Colleyville, Texas, (hereafter referred to as "CITY" or "CLIENT") and TranSystems Corporation d/b/a TranSystems Corporation Consultants (hereafter referred to as "CONSULTANT").

Whereas CITY desires to have CONSULTANT perform certain services as follows: Perform Engineering Design Services for improvements to Glade Road Phases 2, 3 and 4 as defined in Exhibit A.

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

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

**SECTION 1
BASIC SERVICES OF CONSULTANT**

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

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

**SECTION 2
ADDITIONAL SERVICES OF CONSULTANT**

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

Notwithstanding the foregoing, when required due to an emergency, in order to prevent additional costs from arising, CONSULTANT shall perform Additional Services in order to prevent additional costs or any harm to work already completed when needed only on an emergency basis. CITY shall be promptly informed of any such work as soon as possible, and such services shall only continue after CITY is informed and upon written authorization of CITY.

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

Section 2.2 Changes in the Services.

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

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CITY'S written addition to, modification or change of or deletion from the Services to be performed by CONSULTANT (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CITY in writing, signed by CITY, of performance of Services in excess of CONSULTANT'S standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by CONSULTANT; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which CONSULTANT is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than CONSULTANT, if CONSULTANT'S performance of the Services under this Agreement depends upon such criteria or information; and/or (6) any other increase in CONSULTANT'S costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, or any other cause beyond CONSULTANT'S control, then the CONSULTANT'S Compensation and/or the Completion Date, if any, shall be equitably adjusted and CONSULTANT shall be paid, and

CONSULTANT'S Compensation shall be adjusted by, an amount equal to the additional costs to CONSULTANT, as agreed upon by the CITY, resulting there from.

SECTION 3 CLIENT'S RESPONSIBILITIES

CITY shall perform the following unless agreed otherwise::

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

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CITY'S requirements for the Project.

Section 3.3 Notices. Give notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S Services, or any defect or non-conformance in the Services by CONSULTANT (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project. CITY shall have no duty to inform CONSULTANT of problems in CONSULTANT'S services or other work for which the CITY is entitled to rely upon CONSULTANT'S expertise.

Section 3.4 Additional Services. When CITY deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CITY shall furnish or direct CONSULTANT to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.5 Other Duties. Perform any other duties, obligations or responsibilities of the CITY set forth in this Agreement, such as the obligation to make the payments or perform any responsibilities and duties agreed to by the CITY and which are specifically identified on Exhibit B, if any.

Section 3.6 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify CONSULTANT.

SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

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

Section 4.2 Completion Date. It is estimated that the Basic Services will be completed on or about September 2016 (the "Completion Date").

Section 4.3 Notice of Delay. If CONSULTANT becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CITY, or any other cause beyond the control of

CONSULTANT, which will result in the schedule for performance of CONSULTANT'S services not being met, CONSULTANT shall promptly notify the CITY. If the CITY becomes aware of any delays or other causes that will affect CONSULTANT'S schedule, the CITY shall promptly notify CONSULTANT. In either event, CONSULTANT'S schedule for performance of its services may be adjusted as agreed to in writing by CITY and CONSULTANT.

Section 4.4 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond CONSULTANT'S control including, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, severe storms, explosions, catastrophes, epidemics, unavailable utilities and power, water, or other causes completely beyond CONSULTANT'S control.

SECTION 5 CONSULTANT'S COMPENSATION

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

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by CONSULTANT under Section 1, CITY shall pay CONSULTANT a lump sum fee of **\$1,440,939.00**. CONSULTANT shall submit monthly invoices for Basic Services. The statements will be based on CONSULTANT'S estimate of the portion of the total services actually completed at the time of billing. CITY shall review statements and shall make payments within 30 days of receipt of the statements.

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

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by CONSULTANT under Section 2, CLIENT shall pay CONSULTANT, in accordance with the provisions of Section 5.4, on basis of CONSULTANT'S Schedule of Rates and Expenses attached to this Agreement as Schedule 1, which shall remain in effect during the course of this Agreement. "Reimbursable expenses" as agreed to by CITY and CONSULTANT shall be paid at cost.

Section 5.3 Payments after Termination by City. In the event of termination by CITY under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due CONSULTANT for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, CONSULTANT will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of CONSULTANT'S Schedule of Rates and Expenses

Section 5.4 Payments after Termination by CONSULTANT. In the event of termination by CONSULTANT under paragraph 7.1, CONSULTANT will be paid for Services rendered and expenses incurred, as agreed and approved by CITY, during that phase through the date of termination on a pro rata basis as set out in this Agreement.

Section 5.5 Records. Records of CONSULTANT'S salary costs pertinent to CONSULTANT'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CITY desires to have copies of such records, copies will be made available to CITY upon CITY'S request.

SECTION 6 OPINIONS OF COST AND SCHEDULE

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

SECTION 7 GENERAL CONSIDERATIONS

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

Section 7.2 Delivery of Electronic Files. In the event that CITY requests any electronic deliverables under this agreement, CONSULTANT and CLIENT shall execute a separate CADD agreement.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

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

Section 7.3 Standard of Practice, Warranties. Services performed by the CONSULTANT under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions

Section 7.4 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies.

Section 7.5 Insurance.

Section 7.5.1 CONSULTANT Insurance. CONSULTANT shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CITY furnish a copy of certification thereof:

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

Section 7.6 Liability and Indemnification.

Section 7.6.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and CONSULTANT'S Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CITY and CONSULTANT agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.6.2 CONSULTANT Indemnification.

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by CONSULTANT'S negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub-consultants or anyone for whom CONSULTANT is legally liable.

Section 7.6.3 City Indemnification. The CITY is not obligated to indemnify CONSULTANT in any manner whatsoever.

Section 7.6.4 Employee Claims. CONSULTANT shall indemnify CITY against any loss, damage, cost or expense arising out of claims by CONSULTANT'S employees.

Section 7.6.5 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.7 Use of Logo. CONSULTANT may only use CITY'S logo when express permission is granted, on a case by case basis. CITY will not grant any blanket or ongoing permission for use of CITY logo.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

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

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

Exhibit A - Project Description and Basic Services

Exhibit B - CITY's Duties, if any

Schedule 1 - CONSULTANT'S Schedule of Rates and Expenses

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

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

Section 8.4 Hazardous Materials. CONSULTANT shall report to CITY the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

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

Section 8.6 Disputes. In the event a dispute arises between CONSULTANT and CITY regarding the application or interpretation of any provision of this Agreement, or quality of Services by CONSULTANT, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 calendar days after such dispute arises. If the parties fail to resolve the dispute within 20 calendar days after receipt of such notice, each party shall, within five days thereafter, proceed to make application for non-binding mediation, and each party shall proceed to mediation pursuant to an agreed upon schedule with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8.5 above) and the parties shall share equally in the

cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Texas and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Tarrant County, Texas, or the nearest United States District Court.

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

Section 8.8 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the CONSULTANT'S and CITY's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent CONSULTANT from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.9 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

Director of Public Works
City of Colleyville
100 Main Street
Colleyville, TX 76034

If to CONSULTANT:

TranSystems Corporation d/b/a
TranSystems Corporation Consultants
Attn: Raul Pena III, PE, Senior Vice President
500 West 7th Street, Suite 1100
Fort Worth, TX 76102

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

Section 8.10 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Texas..

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____, 2015.

City of Colleyville, Texas

TranSystems Corporation
d/b/a TranSystems Corporation Consultants

By: _____
Jennifer Fadden
City Manager

By: _____
Raul Pena, III, PE
Senior Vice President

ATTEST:

By: _____
Amy Shelley
City Secretary

Approved as to form:

By: _____
Matthew C. G. Boyle
City Attorney

Exhibit A
Scope of Services/Schedule
Glade Road – Final Design
December 10, 2015

PROJECT DESCRIPTION

Perform Phase 2 thru 4 final design services, right-of-way services, public engagement and public meeting for Glade Road. Phase 2 thru 4 limits are defined as, Phase 2 – Manning Drive to Pool Road, Phase 3 – Pool Road to Heritage Avenue and Phase 4 – Western City Limits to Branford Road. The design will be based on “design parameters” accepted by the City Council and will generally include:

Phase 2 - Manning Drive to Pool Road.

- Roadway Section
 - From Manning Drive to Pool Road. will be two lanes (one in each direction) with left-turn lanes at the side streets listed below.
 - Roadway improvements will tie to the western leg of the Pool Road. roundabout.
 - The typical cross-section will include a 10-foot trail on the north side of Glade Road and a 5-foot sidewalk on the south side.
- Left-turn lanes
 - Glade Road east and west bound (continuous) left-turn lanes; Behrens Road to Chelsea Drive, Camelot Drive to Montclair Drive and Mitchell Trail East to Summerbrook Drive
 - Glade Road west bound left-turn lanes; Jim Mitchell Trail West and East Cranbrook Drive
 - Glade Road eastbound left-turn lanes; Camelot Drive and for the Senior Center
- Intersections
 - The existing Pool Road roundabout is to remain; no improvements are planned at this intersection.
- Storm drainage
 - Storm drainage will consist of curb and gutter with enclosed storm drain, to reduce impacts to adjacent land owners.
- Lighting
 - Street lighting will be included at the intersections

Phase 3 - Pool Road to Heritage Avenue

- Roadway Section
 - From Pool Road to Strathmore Terrace will be two lanes (one in each direction) with raised curbed medians and left-turn lanes.
 - Roadway improvements will tie to the eastern leg of the Pool Road. roundabout.
 - From Roberts Road to Heritage Avenue, the addition of a westbound lane, to extend the existing merge condition, will be evaluated and the benefit quantified and presented to the City for consideration and if deemed necessary will be included in the design.
 - The typical cross-section will include a 10-foot trail on the north side of Glade Road and a 5-foot sidewalk on the south side.
- Left-turn lanes
 - Glade Road west bound left-turn lanes; Green Oaks Drive and Melrose Park Drive.
 - Glade Road eastbound left-turn lanes; Overhill Drive and Strathmore Terrace.

- Intersections
 - The existing Pool Road roundabout is to remain; no improvements are planned at this intersection.
 - The evaluation of the improvements, right turn lane and median modifications, to the Roberts Road and Prestwick Drive Intersection will be performed and recommended improvements will be presented to the City and if deemed necessary will be incorporate into the final design.
- Storm drainage
 - Storm drainage will consist of curb and gutter with enclosed storm drain, to reduce impacts to adjacent land owners.
- Lighting
 - Street lighting will be included at the intersections

Phase 4 - Western City Limits to Branford Road

- Roadway Section
 - From the Western City Limits to Branford Road will be two lanes (one in each direction) with left-turn lanes at the side streets listed below.
 - Roadway improvements will tie to the western leg of the Branford Road. roundabout.
 - The typical cross-section will include a 10-foot trail on the north side of Glade Road and a 5-foot sidewalk on the south side.
- Left-turn lanes
 - Glade Road east and west bound (continuous) left-turn lanes; River Bend Drive to Bear Creek Drive.
 - Glade Road west bound left-turn lanes; Clear Fork Drive, Mill View Drive and Mill Creek Drive
 - Glade Road eastbound left-turn lanes; Rockrimmon Court.
- Intersections
 - The existing Bransford Road roundabout, to be constructed with Phase I, is to remain; no improvements are planned at this intersection.
- Storm drainage
 - Storm drainage will consist of curb and gutter with enclosed storm drain, to reduce impacts to adjacent land owners.
 - One (1) culvert will be extended or replaced
 - Between Clear Fork Drive and Rockrimmon Court.
- Lighting
 - Street lighting will be included at the intersections
- Coordination
 - TranSystems will work with City staff to prepare exhibits and estimates for work in the project that will serve the City of Hurst. TranSystems will assist the City with coordination with the City of Hurst to determine if they will participate in the improvements.

TASK DESCRIPTIONS

100. Project Management

- Prepare monthly status report and invoice.
- Maintain project schedule.

- Design Team Meetings – Monthly progress meetings will be held with City staff and the TranSystems' team to review progress. These meetings will be held at City Hall. TranSystems will prepare the agenda and produce meeting minutes for each meeting. 8 meetings are assumed.
- Perform QA/QC – independent review of plans and specification prior to each mile stone submittal.

200. Topographic Survey

- Perform supplemental field surveys to determine location/elevation of key design features.
 - Culvert flowlines, adjacent lakes or ponds, and existing pavement at tie-in points (driveways and side streets), fences, sidewalks, and other visible improvements, tie visible utilities, tie obscured areas from aerial flight data.

300. Right-of-Way Survey

- Research: Deed records, right-of way maps, plats and appraisal district tax records.
- Prepare, mail and track right-of-entry (ROE) letters.
- Locate additional property corners for proposed right-of-way acquisitions.
- Set property corners for proposed right-of-way acquisitions.
- Prepare deed sketch and boundary analysis for proposed right-of-way acquisitions.
- Develop parcel maps and legal descriptions.
- Perform QA/QC

400. General – Plans, Specifications and Estimates

- Prepare title sheets.
- Prepare project layout sheet showing overall project, project control and layout of plan and profile sheets. The following information shall be indicated for each control point identified (existing City Monument #8901, PK Nail, 5/8" Iron Rod); descriptive location, Northing, Easting and Elevation, in an identified coordinate system, and a referred bearing base and scale factor. Scale: 1" = 400'
- Develop existing and proposed typical sections for Glade Road. and side streets.
- Develop plan general notes for items not cover by the City's standard specifications.
- Prepare quantity summary sheet to show overall project quantities by item and associated City standard specification or TxDOT standard specification.
- Prepare opinion of probable cost for milestone submittals and final packages
- Assemble project manual and technical specifications. TxDOT standard specification will be used to supplement the City standard specifications.
- Assemble City and TxDOT standard sheets applicable to project.

500. Traffic Control Plans

- The traffic control plan will typically consist of two major phases with minor steps in each phase. In each phase Glade road will be reduced to one-way traffic with a detour for traffic in the opposite direction. Glade Road will be closed and detoured during construction in the area of Bluebonnet Drive.
- Develop supplemental traffic control drawings as needed for review and approval by the City Engineer. These drawing would include plan view layouts and typical sections.
- Detour plans will be developed for each construction phase and the Bluebonnet Drive closing for review and approval by the City Engineer.
- Provide a written summary of the distinct phases to take place during construction operations to include road and/or lane closures, limited access to adjacent properties, driveway phasing and limited access to pedestrian and bicycle traffic.

600. Roadway Plans

- Alignment and control data sheets. The following information will be included on these sheets station and coordinate data for all horizontal alignment elements such as P.C.'s, P.T.'s, P.I.'s and curves.
- Removal sheets will show the location, limits and quantity of items being removed.
- Roadway plan and profile sheets will show proposed horizontal roadway alignments, existing and proposed ROW, existing sidewalk to remain and proposed sidewalks, driveways, proposed lane dimensions and lane arrows, city owned and franchise utilities, and existing roadway vertical alignments (profiles). Alignment and station data for all horizontal alignment P.C.'s, P.T.'s, P.I.'s; station and elevation data of all proposed vertical profile P.C.'s, P.T.'s, P.I.'s, low points, and high points; lengths of vertical curves, grades, K values, e, and vertical clearances where required. Scale: 1"=40'
- Roadway design cross section will be provided at 50 foot intervals and critical locations determined during design. Cross sections will include existing ground, proposed improvements, roadway centerline, existing and proposed right-of-way, offsets and elevations to key points on each section.
- Driveway Details will consist of a cross section at each driveway showing proposed slopes, offsets and elevations. Width and curb return radii will be shown on the roadway plan and profile in table form.
- Miscellaneous details consist of special details not covered by City or TxDOT standard details.

700. Retaining Wall

- Retaining Wall Layouts will show plan and profile of each wall with elevations for top of wall, top of sidewalk and bottom of wall.
- Retaining Wall Details. The face of retaining walls will have a stone faux finish either by concrete form liner or stone veneer.
- No retaining wall will be higher than 6'
- Design of retaining walls is not included. Retaining walls will be City or TxDOT standard details.

800. Hydrologic and Hydraulic Analysis

- Drainage area map with supporting runoff computations in tabular format.
- Design enclosed storm drain systems and drainage swales. Analysis of connecting downstream drainage systems.
- Storm drain layout sheets showing location and size of all inlets, manholes, junction boxes, culverts and piping to include storm drain profiles showing existing and proposed flow lines, flows, lengths and slopes of pipe, top of ground profile over pipe and connections to existing or proposed storm sewer systems.
- Storm drain computations.
- Analysis and design of one (1) proposed culverts. Size proposed culverts and determine alignment, length and upstream/downstream channel limits. Culvert located in FEMA Zone AE
- Coordination with Local Floodplain Administrator is limited to providing existing and proposed analysis of culverts and design plans. No formal submittals to FEMA including FEMA documentation, coordination, models or exhibits are included.

900. Water and Sanitary Sewer Relocations and Adjustments

- Prepare plan and profiles for 11,000 linear feet (5,700 PH2, 2,800 PH3 and 2,500 PH4) of water line relocation.

- Prepare plans for minor utility adjustments. This includes water valves and meters, fire hydrants, sanitary sewer cleanouts and manholes.

1000. Traffic Items

- Illumination
 - Assist the City in the selection of desired lighting fixtures.
 - Assist the City in determining location of pedestal services and coordinating electrical service with the local power company.
 - Prepare illumination plans including voltage drop calculations and cable and conduit summaries
- Prepare pavement marking plans in accordance with the latest version of the Texas Manual on Uniform Traffic Control Devices.
- Prepare signing plans in accordance with the latest version of the Texas Manual on Uniform Traffic Control Devices.

1100. Erosion Control

- Prepare erosion control plans. The plans will show location and type of erosion control devices, tables for recording device maintenance, area being disturbed, existing and proposed direction of flow.
- Erosion control notes outlining type and schedule of routine maintenance.
- Select and apply appropriate standards.

1200. Franchise Utility Coordination

- Prepare plans identifying potential conflicts with franchise utilities.
- Prepare for and attend monthly utility coordination meetings. Twelve (12) meetings are assumed.

1300. Public Meeting

- Prepare for and attend one(1) pre-construction public meeting for Phase 2
- Prepare for and attend one(1) pre-construction public meeting for Phase 3
- Prepare exhibits for public meeting
- Attend Council workshops (Up to 3 per phase)
- Prepare project phase renderings (Up to 9)

1400. Bid Phase Services

- Bid Phase Services is for Phases 2 and 3. Phase 4 Bid Phase Services will not be included in this contract.
- Prepare addenda as necessary.
- Prepare for and attend Pre-bid meeting. Attend bid opening.
- Prepare bid tabulation. Assist the City in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- Prepare conformed construction documents (plans and contract manual).

1500. Construction Phase Services

- Construction Phase Services is for Phases 2 and 3. Phase 4 Construction Phase Services will not be included in this contract.
- Attend preconstruction conference.
- As requested by the City, provide necessary interpretations and clarifications of contract documents, review change orders, and make recommendations as to the acceptability of the work.

- Respond to contractor Requests for Information (RFI).
- Review shop drawings, samples and other submittals submitted by the contractor for general conformance with the design concepts and general compliance with the requirements of the contract for construction
- Review contractor pay requests.

1600. Geotechnical Investigation – Subconsultant

- The detailed geotechnical investigation will supplement the preliminary investigation performed during the preliminary engineering phase. The geotechnical investigation will provide pavement design for both asphalt pavement and concrete pavement. Recommendations will be given for slope stability and excavation requirements in the area of Bluebonnet Drive

1700. Level A Subsurface Utility Engineering (SUE) – Subconsultant

- Level A SUE - Expose and locate utilities at specific locations, tie horizontal and vertical location of utility to survey control, provide utility size and configuration.
- Up to 12 test holes. 7 in paved areas and 5 outside of paved areas

General

- Work with City Staff to assess the impacts to trees by reviewing/utilizing the City provided tree inventory data.

Assumptions

- Plan sheets will be 22"x34" full size and 11"x17" half size.
- Drawings will be prepared in MicroStation format.
- City of Colleyville standard contract documents and technical specifications will be used.
- Retaining walls are City standard combination sidewalk-retaining walls. No special design.
- Does not include analysis of detention ponds or the design of detention.
- Storm drain design assumes the either City or TxDOT standard inlets will be used.
- Does not include modeling or formal submittals to FEMA for studied tributaries Little Bear 1 and Little Bear 2.
- Does not include preparation of the contractors SWPPP.
- Franchise utility coordination will be limited to identifying potential conflicts and a monthly meeting with franchise utility companies. Design of franchise utility relocations is not included.
- Includes bid phase services for one bid package for both Phase 2 and 3. Phase 4 will not include bid phase services. Subsequent bid packages will require supplemental agreement.
- Does not include arboriological services or the assessment of tree(s) condition.
- Does not include landscaping design or plans.
- Does not include irrigation design or plans.

Schedule

Milestones

- 30% Plans
- Franchise utility conflict plans
- 60% Plans
- 90% Plans
- Final Plans

Project Design Parameters

• Phase 2 - Design Parameters

- Roadway Section
 - Two-lane roadway with left-turn lanes at:
 - Continuous from Behrens Road to Chelsea Drive, Camelot Drive to Montclair Drive, Jim Mitchell Trail East to Summerbrook Drive.
 - Glade Road west bound left-turn lanes; Jim Mitchell Trail West and East Cranbrook Drive
 - Glade Road east bound left-turn lanes; Camelot Drive, Senior Center
- Pedestrian Improvements
 - 10 foot trail on the north side of the roadway
 - If needed - reduce trail width, minimum of 6 foot, to limit the various impacts (right-of-ways, trees, etc.)
 - Consider constructing the trail adjacent to the back of curb to reduce the possible various impacts (right-of-ways, trees, etc.)
 - 5 foot sidewalk on the south side of the roadway
- Lighting
 - Street lighting will be included at the intersections
- Storm Drainage
 - Curb and gutter storm drainage
 - Utilize existing curb and gutter on south side of Glade Road where feasible

• Phase 3 - Design Parameters

- Roadway Section
 - From Pool Road to Strathmore Terrace will be two lanes with raised curbed medians and left-turn lanes
 - From Roberts Road to Heritage Avenue, westbound lane to be evaluated and designed if deemed necessary.
 - Intersection of Glade Road and Prestwick Drive/Roberts Road to be evaluated to increase sight distances and intersection improvements designed if deemed necessary.
 - Left-turn lanes at:
 - Glade Road west bound left-turn lanes; Green Oaks Drive and Melrose Park Drive
 - Glade Road east bound left-turn lanes; Overhill Drive and Strathmore Terrace
 - A southbound right-turn lane to be added to Roberts Road
- Pedestrian Improvements
 - 10 foot trail on the north side of the roadway
 - If needed - reduce trail width, minimum of 6 foot, to limit the various impacts (right-of-ways, trees, etc.)
 - 5 foot sidewalk on the south side of the roadway
- Lighting
 - Street lighting will be included at the intersections
- Storm Drainage
 - Curb and gutter storm drainage
 - Utilize existing curb and gutter on south side of Glade Road where feasible

- **Phase 4 - Design Parameters**

- Roadway Section
 - From western City limits to Bransford Road will be two-lane roadway with left-turn lanes at:
 - Continuous from River Bend Drive to Bear Creek Drive
 - Glade Road west bound left-turn lanes; Clear Fork Drive, Mill View Drive, Mill Creek Drive
 - Glade Road east bound left-turn lanes; Rockrimmon Court
- Pedestrian Improvements
 - 10 foot trail on the north side of the roadway
 - If needed - reduce trail width, minimum of 6 foot, to limit the various impacts (right-of-ways, trees, etc.)
 - 5 foot sidewalk on the south side of the roadway
- Lighting
 - Street lighting will be included at the intersections
- Storm Drainage
 - Curb and Gutter storm drainage
 - Culvert replacement or modification between Clear Fork Drive and Rockrimmon Court
 - Utilize existing infrastructure, where feasible
- Coordination with the City of Hurst



Schedule 1
TranSystems Corporation
Schedule of Hourly Rates for 2015
Fort Worth Office

Classification	PLC code	Rate	Classification	PLC code	Rate
Principal/Engineer V	PR & E5	\$260	Three-Person Survey Crew	3M	\$202
Engineer IV	E4	\$215	Two-Person Survey Crew	2M	\$140
Civil Engineer V	EC5	\$260	Industry Specialist V	IS5	\$280
Civil Engineer IV	EC4	\$215	Industry Specialist IV	IS4	\$228
Civil Engineer III	EC3	\$185	Industry Specialist III	IS3	\$78
Civil Engineer II	EC2	\$145	Industry Specialist II	IS2	\$74
Civil Engineer I	EC1	\$105	Industry Specialist I	IS1	\$54
Architect IV	AR4	\$192	Inspector V	I5	\$291
Architect III	AR3	\$130	Inspector IV	I4	\$116
Planner IV	P4	\$243	Inspector III	I3	\$102
Planner III	P3	\$140	Inspector II	I2	\$81
Planner II	P2	\$100	Inspector I	I1	\$62
Planner I	P1	\$81	Administrator Manager IV	A4	\$225
Scientist IV	SC4	\$183	Administrator III	A3	\$157
Scientist III	SC3	\$116	Administrator II	A2	\$85
Scientist II	SC2	\$91	Administrator I	A1	\$65
Scientist I	SC1	\$79	Clerical III	C3	\$79
Technician V	T5	\$148	Clerical II	C2	\$69
Technician IV	T4	\$96	Clerical I	C1	\$54
Technician III	T3	\$105			
Technician II	T2	\$78			
Technician I	T1	\$65	Information Systems Admin 3	AI3	\$140
Surveyor V	S5	\$156	Marketing Administrator 2	AM2	\$78
Surveyor IV	S4	\$150	Marketing Administrator 3	AM3	\$135
Surveyor III	S3	\$135			
Surveyor II	S2	\$90			
Surveyor I	S1	\$60			

- Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
- Overtime paid to employees will be 1.5 times the rate shown in schedule.
- Vehicle mileage to be paid at the current IRS rate per mile.
- The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2015. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

EXHIBIT A
Glade Road Final Design Fee Task Summary - Phase 2-4
City of Colleyville, Texas
12/10/2015

DESIGN SERVICES COSTS

100 - Project Management	\$	84,204.00
200 - Topographic Survey (R/W Corners, Boundary Map, Supplemental Survey)	\$	53,120.00
400 - General Plans Specifications and Estimates	\$	55,219.00
500 - Traffic Control Plans	\$	111,770.00
600 - Roadway Plans	\$	227,402.00
700 - Retaining Walls	\$	55,050.00
800 - Hydrologic and Hydraulic Analysis	\$	203,674.00
900 - Water, Sanitary Sewer Relocation and Adjustments	\$	70,638.00
1000 - Traffic Items	\$	77,576.00
1100 - Erosion Control	\$	33,726.00
1200 - Franchise Utility Coordination	\$	35,672.00
1600 - Geotechnical Investigation	\$	13,500.00
1700 - Level A Subsurface Utility Engineering (Sue)	\$	78,000.00
Design Services Total	\$	1,099,551.00

RIGHT OF WAY SERVICES COSTS

300 - Right-Of-Way Survey (Parcel Maps, Easement Descriptions, R/W Acquisition) (Cost based on 34 Parcels - ROW or Easement)	\$	90,760.00
Right of Way Services Total	\$	90,760.00

PUBLIC COORDINATION/AWARENESS

1300 - Public Coordination (Council, City, Exhibits, Meetings, etc)		
1301 Public Meeting (Pre-Con) (Phase 2-3 Only)	\$	24,158.00
1302 Public Meeting Exhibits (Pre-Con) (Phase 2-3 Only)	\$	13,544.00
1303 Council Workshop Exhibits	\$	27,774.00
1304 Council Workshops	\$	10,350.00
1305 Renderings	\$	45,840.00
Public Involvement Services Total	\$	121,666.00

BID/CONSTRUCTION PHASE SERVICES

1400 - Bid Phase Services (Phase 2-3 Only)	\$	18,300.00
1500 - Construction Phase Services (Phase 2-3 Only)	\$	34,940.00
Construction Phase Services Total	\$	53,240.00

Services Total	\$	1,365,217.00
Owner Contingency (5%)	\$	68,260.00
Expenses Total		\$7,462.00

TOTAL COST:	\$	1,440,939.00
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EXHIBIT A
Glade Road Final Design – Phase 2 (Manning Dr. to Pool Rd)
City of Colleyville, Texas
12/10/2015

BASE ESTIMATE

100 - PROJECT MANAGEMENT	\$	28,068.00	
200 - TOPOGRAPHIC SURVEY	\$	10,800.00	
300 - RIGHT-OF-WAY SURVEY	\$	75,000.00	
400 - GENERAL PLANS SPECIFICATIONS AND ESTIMATES	\$	19,184.00	
500 - TRAFFIC CONTROL PLANS	\$	43,298.00	
600 - ROADWAY PLANS	\$	88,942.00	
700 - RETAINING WALLS	\$	18,350.00	
800 - HYDROLOGIC AND HYDRUALIC ANALYSIS	\$	74,998.00	
900 - WATER, SANITARY SEWER RELOCATION AND ADJUS	\$	30,758.00	
1000 - TRAFFIC ITEMS	\$	25,328.00	
1100 - EROSION CONTROL	\$	11,894.00	
1200 - FRANCHISE UTILITY COORDINATION	\$	15,960.00	
1300 - PUBLIC MEETING	\$	47,054.00	
1400 - BID PHASE SERVICES	\$	9,150.00	
1500 - CONSTRUCTION PHASE SERVICES	\$	19,500.00	
		<u>Subtotal - TranSystems:</u>	\$ 518,284.00

Expenses :

Subconsultants:

Terracon	=	\$	4,500.00	
The Rios Group	=	\$	26,000.00	
			<u>Subtotal - Subconsultants:</u>	\$30,500.00

Other Expenses:

Mileage:

Surveyors	0 miles @	\$	0.56	=	\$	-	
Others	0 miles @	\$	0.56	=	\$	-	
Maps/Deed/Plats				=	\$	-	
Property Corners/Stakes and Field Supplies				=	\$	-	
Printing (reports and intermediate reviews)				=	\$	-	
Printing/boards/handouts/etc. (Public Involvement)				=	\$	-	
Misc. Expenses (Delivery Services, Overnight Mail, etc.)				=	\$	-	
						<u>Subtotal - Other Expenses :</u>	\$0.00

Owner Contingency (5%) **\$27,440.00**

TOTAL COST: **\$576,224.00**

EXHIBIT A
Glade Road Final Design – Phase 2 (Manning Dr. to Pool Rd)
City of Colleyville, Texas
ESTIMATE OF HOURS AND FEE ESTIMATE
12/10/2015

	E5	E4	E3	E2	E1	T4	S4	S3	S2	Survey Crew	Admin	Totals
	\$260.00	\$215.00	\$185.00	\$145.00	\$105.00	\$96.00	\$150.00	\$135.00	\$90.00	\$140.00	\$65.00	
100 - PROJECT MANAGEMENT												
101 Managing Team and Sub-Consultants		60										\$ 12,900.00
102 Invoicing and Status Reports											32	\$ 2,080.00
103 Design Team Meetings (8)		8		8	8	8						\$ 4,488.00
104 QA/QC		40										\$ 8,600.00
Total Hours for TranSystems (100 Series)	0	108	0	8	8	8	0	0	0	0	32	\$ 28,068.00
200 - TOPOGRAPHIC SURVEY												
201 Supplemental Survey							4		20	60		\$ 10,800.00
Total Hours for TranSystems (200 Series)	0	0	0	0	0	0	4	0	20	60	0	\$ 10,800.00
300 - RIGHT-OF-WAY SURVEY												
301 Appraisal District tax records research									8			\$ 720.00
302 Research deed records									16			\$ 1,440.00
303 Prepare/mail ROE letters and track ROE									8			\$ 720.00
304 Property Corner Parcel Ties										80		\$ 11,200.00
305 Set Property Corners										64		\$ 8,960.00
306 Deed Sketch									64			\$ 5,760.00
307 Boundary Analysis							8	80				\$ 12,000.00
308 Parcel Map Drafting									120			\$ 10,800.00
309 Legal Descriptions							16	120				\$ 18,600.00
310 QA/QC							32					\$ 4,800.00
Total Hours for TranSystems (300 Series)	0	0	0	0	0	0	56	200	216	144	0	\$ 75,000.00
400 - GENERAL PLANS SPECIFICATIONS AND ESTIMATES												
401 Title Sheet		1		1	1	2						\$ 657.00
402 Project Layout (2)		1		1	2	8						\$ 1,338.00
403 Typical Sections (6)		1		2	4	12						\$ 2,077.00
404 General Notes		1		1	4	2						\$ 972.00
405 Summary Sheets (4)		1		7	10	2						\$ 2,472.00
406 Quantities		1		12	20							\$ 4,055.00
407 Opinion of Probable Cost		1		2	8							\$ 1,345.00
408 Project Manual and Technical Specifications		4		2	8							\$ 1,980.00
409 Miscellaneous Details		1		4		16						\$ 2,331.00
410 Standard Detail Sheets		1		4		12						\$ 1,947.00
Total Hours for TranSystems (400 Series)	0	13	0	36	57	54	0	0	0	0	0	\$ 19,184.00
500 - TRAFFIC CONTROL PLANS												
501 Typical Sections (4)		2		4	8	24						\$ 4,154.00
502 Phase Narratives (2)		2		12	24	8						\$ 5,458.00
503 Phase Layouts (12)(2 Phases)		12		40	80	120						\$ 28,300.00
504 Detour Layouts (4)		2		12	16	16						\$ 5,386.00
Total Hours for TranSystems (500 Series)	0	18	0	68	128	168	0	0	0	0	0	\$ 43,298.00
600 - ROADWAY PLANS												
601 Alignment and Control data (2)		2		16		16						\$ 4,286.00
602 Removal sheets, (12)		2		16	16	60						\$ 10,190.00
603 Plans and profile sheets, (15)		12		30	80	110						\$ 25,890.00
604 Cross sections at 25-foot intervals, (30)		2		40	42	110						\$ 21,200.00
605 Intersection Design (15)		4		24	32	56						\$ 13,076.00
606 Roundabout Layout												\$ -
607 Driveway Design		4		24	40	60						\$ 14,300.00
Total Hours for TranSystems (600 Series)	0	26	0	150	210	412	0	0	0	0	0	\$ 88,942.00
700 - RETAINING WALLS												
701 Retaining Wall Layouts		4		8	24	40						\$ 8,380.00
702 Retaining Wall Details		4		8	12	20						\$ 5,200.00
703 Standards		2		8	12	20						\$ 4,770.00
Total Hours for TranSystems (700 Series)	0	10	0	24	48	80	0	0	0	0	0	\$ 18,350.00
800 - HYDROLOGIC AND HYDRAULIC ANALYSIS												
801 Drainage Area Map (7)		4		12	32	24						\$ 8,264.00
802 Runoff Computations		4		16	32	16						\$ 8,076.00
803 Storm Drain Plan and Profiles (15-Trunk, 10-Lateral)		16		80	120	120						\$ 39,160.00
804 Storm Drain Computations		16		30	80	8						\$ 16,958.00
805 Box Culvert Plan and Profiles												\$ -
806 Coordination with FEMA flood plain coordinator (1-Zone X)		4			16							\$ 2,540.00
Total Hours for TranSystems (800 Series)	0	44	0	138	280	168	0	0	0	0	0	\$ 74,998.00
900 - WATER, SANITARY SEWER RELOCATION AND ADJUSTMENTS												
901 Water line plans (5700 LF)(8)		12		24	60	80						\$ 20,040.00
902 Miscellaneous Adjustments		2		16	32	48						\$ 10,718.00
Total Hours for TranSystems (900 Series)	0	14	0	40	92	128	0	0	0	0	0	\$ 30,758.00
1000 - TRAFFIC ITEMS												
1001 Illumination Plans (7)		2		8	24	40						\$ 7,950.00
1002 Photometrics Layout		2		40								\$ 6,230.00
1003 Pavement marking plans (7)		2		8	16	24						\$ 5,574.00
1004 Signing plans (7)		2		8	16	24						\$ 5,574.00

EXHIBIT A
Glade Road Final Design – Phase 2 (Manning Dr. to Pool Rd)
City of Colleyville, Texas
ESTIMATE OF HOURS AND FEE ESTIMATE
12/10/2015

	E5	E4	E3	E2	E1	T4	S4	S3	S2	Survey Crew	Admin	Totals
	\$260.00	\$215.00	\$185.00	\$145.00	\$105.00	\$96.00	\$150.00	\$135.00	\$90.00	\$140.00	\$65.00	
Total Hours for TranSystems (1000 Series)	0	8	0	64	56	88	0	0	0	0	0	\$ 25,328.00
1100 - EROSION CONTROL												
1101 Erosion control plan sheets (7)		2		8	24	40						\$ 7,950.00
1102 Erosion control details		2		4	6	24						\$ 3,944.00
Total Hours for TranSystems (1100 Series)	0	4	0	12	30	64	0	0	0	0	0	\$ 11,894.00
1200 - FRANCHISE UTILITY COORDINATION												
1201 Utility Coordination Plans (15)		4		16	32	40						\$ 10,380.00
1202 Meetings with franchise utilities (6)		12		12	12							\$ 5,580.00
Total Hours for TranSystems (1200 Series)	0	16	0	28	44	40	0	0	0	0	0	\$ 15,960.00
1300 - PUBLIC MEETING												
1301 Public Meeting Preparation and Attendance (Pre-Construction)		22		16	28	24						\$ 12,294.00
1302 Public Meeting Exhibits (Pre-Construction)		4		8	16	32						\$ 6,772.00
1303 Council Workshop Exhibits		6			32	48						\$ 9,258.00
1304 Council Workshops (3)		12		6								\$ 3,450.00
1305 Renderings (3)		4		20		120						\$ 15,280.00
Total Hours for TranSystems (1300 Series)	0	48	0	50	76	224	0	0	0	0	0	\$ 47,054.00
1400 - BID PHASE SERVICES												
1401 Pre-Bid Meeting		2			2							\$ 640.00
1402 Prepare Addenda		4			8	16						\$ 3,236.00
1403 Bid Tabulation and Recommendation		2			4							\$ 850.00
1404 Construction documents (conformed plans)		4			12	24						\$ 4,424.00
Total Hours for TranSystems (1400 Series)	0	12	0	0	26	40	0	0	0	0	0	\$ 9,150.00
1500 - CONSTRUCTION PHASE SERVICES												
1501 Attend preconstruction conference.		2			2							\$ 640.00
1502 Post Award Design and RFI's		2		16	40	40						\$ 10,790.00
1503 Review Shop Drawing and Submittals		4			24							\$ 3,380.00
1504 Review Pay Requests (12 months)		2		12	24							\$ 4,690.00
Total Hours for TranSystems (1500 Series)	0	10	0	28	90	40	0	0	0	0	0	\$ 19,500.00
1600 - GEOTECHNICAL INVESTIGATION												
1601 Geotechnical Investigation and Pavement Design (Subconsultant)												\$ 4,500.00
Total Subconsultant Fee (1600 Series)												\$ 4,500.00
1700 - LEVEL A SUBSURFACE UTILITY ENGINEERING (SUE)												
1701 Level A SUE (Subconsultant)												\$ 26,000.00
Total Subconsultant Fee (1700 Series)												\$ 26,000.00
Total Hours for TranSystems Corporation (Base):	0	331	0	646	1145	1514	60	200	236	204	32	\$ 548,784.00
	0.0%	7.6%	0.0%	14.8%	26.2%	34.7%	1.4%	4.6%	5.4%	4.7%	0.7%	
	0.5%											

Design Services	\$ 423,784.00
Right-of-way Services	\$ 75,000.00
Construction Services	\$ 19,500.00
Subconsultants	\$ 30,500.00
Total	\$ 548,784.00

EXHIBIT A
Glade Road Final Design – Phase 3 (Pool Rd to Heritage Ave)
City of Colleyville, Texas
12/10/2015

BASE ESTIMATE

100 - PROJECT MANAGEMENT	\$	28,068.00	
200 - TOPOGRAPHIC SURVEY	\$	10,800.00	
300 - RIGHT-OF-WAY SURVEY	\$	19,200.00	
400 - GENERAL PLANS SPECIFICATIONS AND ESTIMATES	\$	18,090.00	
500 - TRAFFIC CONTROL PLANS	\$	34,446.00	
600 - ROADWAY PLANS	\$	66,058.00	
700 - RETAINING WALLS	\$	18,350.00	
800 - HYDROLOGIC AND HYDRUALIC ANALYSIS	\$	46,738.00	
900 - WATER, SANITARY SEWER RELOCATION AND ADJUS	\$	19,940.00	
1000 - TRAFFIC ITEMS	\$	26,544.00	
1100 - EROSION CONTROL	\$	9,938.00	
1200 - FRANCHISE UTILITY COORDINATION	\$	11,332.00	
1300 - PUBLIC MEETING	\$	46,624.00	
1400 - BID PHASE SERVICES	\$	9,150.00	
1500 - CONSTRUCTION PHASE SERVICES	\$	15,440.00	
		<u>Subtotal - TranSystems:</u>	\$380,718.00

Expenses :

Subconsultants:			
Terracon	= \$	4,500.00	
The Rios Group	= \$	26,000.00	
		<u>Subtotal - Subconsultants:</u>	\$30,500.00

Other Expenses:

Mileage:					
Surveyors	0 miles @	\$	0.56	= \$	-
Others	0 miles @	\$	0.56	= \$	-
Maps/Deed/Plats				= \$	-
Property Corners/Stakes and Field Supplies				= \$	-
Printing (reports and intermediate reviews)				= \$	-
Printing/boards/handouts/etc. (Public Involvement)				= \$	-
Misc. Expenses (Delivery Services, Overnight Mail, etc.)				= \$	-
					<u>Subtotal - Other Expenses :</u>
					\$0.00

Owner Contingency (5%) \$20,560.00

TOTAL COST: \$431,778.00

EXHIBIT A
Glade Road Final Design – Phase 3 (Pool Rd to Heritage Ave)
City of Colleyville, Texas
ESTIMATE OF HOURS AND FEE ESTIMATE
12/10/2015

	E5	E4	E3	E2	E1	T4	S4	S3	S2	Survey Crew	Admin	Totals
	\$260.00	\$215.00	\$185.00	\$145.00	\$105.00	\$96.00	\$150.00	\$135.00	\$90.00	\$140.00	\$85.00	
100 - PROJECT MANAGEMENT												
101 Managing Team and Sub-Consultants		60										\$ 12,900.00
102 Invoicing and Status Reports (8)											32	\$ 2,080.00
103 Design Team Meetings (8)		8		8	8	8						\$ 4,488.00
104 QA/QC		40										\$ 8,600.00
Total Hours for TranSystems (100 Series)	0	108	0	8	8	8	0	0	0	0	32	\$ 28,068.00
200 - TOPOGRAPHIC SURVEY												
201 Supplemental Survey							4		20	60		\$ 10,800.00
Total Hours for TranSystems (200 Series)	0	0	0	0	0	0	4	0	20	60	0	\$ 10,800.00
300 - RIGHT-OF-WAY SURVEY												
301 Appraisal District tax records research									4			\$ 360.00
302 Research deed records									4			\$ 360.00
303 Prepare/mail ROE letters and track ROE									4			\$ 360.00
304 Property Corner Parcel Ties										20		\$ 2,800.00
305 Set Property Corners										16		\$ 2,240.00
306 Deed Sketch									16			\$ 1,440.00
307 Boundary Analysis							2	24				\$ 3,540.00
308 Parcel Map Drafting									28			\$ 2,520.00
309 Legal Descriptions							4	28				\$ 4,380.00
310 QA/QC							8					\$ 1,200.00
Total Hours for TranSystems (300 Series)	0	0	0	0	0	0	14	52	56	36	0	\$ 19,200.00
400 - GENERAL PLANS SPECIFICATIONS AND ESTIMATES												
401 Title Sheet		1		1	1	2						\$ 657.00
402 Project Layout (3)		1		1	2	8						\$ 1,338.00
403 Typical Sections (4)		1		1	2	8						\$ 1,338.00
404 General Notes		1		1	4	2						\$ 972.00
405 Summary Sheets (4)		1		4	10	2						\$ 2,037.00
406 Quantities		1		12	20							\$ 4,055.00
407 Opinion of Probable Cost		1		2	6							\$ 1,135.00
408 Project Manual and Technical Specifications		4		4	8							\$ 2,280.00
409 Miscellaneous Details		1		4		16						\$ 2,331.00
410 Standard Detail Sheets		1		4		12						\$ 1,947.00
Total Hours for TranSystems (400 Series)	0	13	0	34	53	50	0	0	0	0	0	\$ 18,090.00
500 - TRAFFIC CONTROL PLANS												
501 Typical Sections (2)		1		2	4	16						\$ 2,461.00
502 Phase Narratives (1)		1		12		4						\$ 2,339.00
503 Phase Layouts (10)(2 Phases)		12		32	80	90						\$ 24,260.00
504 Detour Layouts (4)		2		12	16	16						\$ 5,386.00
Total Hours for TranSystems (500 Series)	0	16	0	58	100	126	0	0	0	0	0	\$ 34,446.00
600 - ROADWAY PLANS												
601 Alignment and Control data (2)		2		4	12	24						\$ 4,574.00
602 Removal sheets, (9)		2		12	12	48						\$ 8,038.00
603 Plans and profile sheets (11)		12		20	52	78						\$ 18,428.00
604 Cross sections at 25-foot intervals, (22)		2		12	40	90						\$ 15,010.00
605 Intersection Design (9)		4		12	12	48						\$ 8,468.00
606 Roundabout Layout												\$ -
607 Driveway Design		4		24	32	40						\$ 11,540.00
Total Hours for TranSystems (600 Series)	0	26	0	84	160	328	0	0	0	0	0	\$ 66,058.00
700 - RETAINING WALLS												
701 Retaining Wall Layouts		4		8	24	40						\$ 8,380.00
702 Retaining Wall Details		4		8	12	20						\$ 5,200.00
703 Standards		2		8	12	20						\$ 4,770.00
Total Hours for TranSystems (700 Series)	0	10	0	24	48	80	0	0	0	0	0	\$ 18,350.00
800 - HYDROLOGIC AND HYDRAULIC ANALYSIS												
801 Drainage Area Map (4)		4		8	24	16						\$ 6,076.00
802 Runoff Computations		4		12	24	8						\$ 5,888.00
803 Storm Drain Plan and Profiles (8-Trunk, 6-Lateral))		8		24	48	110						\$ 20,800.00
804 Storm Drain Computations		8		18	40	4						\$ 8,914.00
805 Box Culvert Plan and Profiles												\$ -
806 Coordination with FEMA flood plain coordinator (1-Zone AE)		4			40							\$ 5,060.00
Total Hours for TranSystems (800 Series)	0	28	0	62	176	138	0	0	0	0	0	\$ 46,738.00
900 - WATER, SANITARY SEWER RELOCATION AND ADJUSTMENTS												
901 Water line plans (2800 LF)(4)		10		16	24	40						\$ 10,830.00
902 Miscellaneous Adjustments		2		16	24	40						\$ 9,110.00
Total Hours for TranSystems (900 Series)	0	12	0	32	48	80	0	0	0	0	0	\$ 19,940.00
1000 - TRAFFIC ITEMS												
1001 Illumination Plans (8)		2		8	32	40						\$ 8,790.00
1002 Photometrics Layout		2		40								\$ 6,230.00
1003 Pavement marking plans (6)		2		4	16	32						\$ 5,762.00
1004 Signing plans (6)		2		4	16	32						\$ 5,762.00

EXHIBIT A
Glade Road Final Design – Phase 3 (Pool Rd to Heritage Ave)
City of Colleyville, Texas
ESTIMATE OF HOURS AND FEE ESTIMATE
12/10/2015

	E5	E4	E3	E2	E1	T4	S4	S3	S2	Survey Crew	Admin	Totals
	\$260.00	\$215.00	\$185.00	\$145.00	\$105.00	\$96.00	\$150.00	\$135.00	\$90.00	\$140.00	\$65.00	
Total Hours for TranSystems (1000 Series)	0	8	0	56	64	104	0	0	0	0	0	\$ 26,544.00
1100 - EROSION CONTROL												
1101 Erosion control plan sheets (6)		2		8	20	32						\$ 6,782.00
1102 Erosion control details		2		4	6	16						\$ 3,176.00
Total Hours for TranSystems (1100 Series)	0	4	0	12	26	48	0	0	0	0	0	\$ 9,938.00
1200 - FRANCHISE UTILITY COORDINATION												
1201 Utility Coordination Plans (11)		4		8	24	32						\$ 7,612.00
1202 Meetings with franchise utilities (4)		8		8	8							\$ 3,720.00
Total Hours for TranSystems (1200 Series)	0	12	0	16	32	32	0	0	0	0	0	\$ 11,332.00
1300 - PUBLIC MEETING												
1301 Public Meeting Preparation and Attendance (Pre-Construction)		20		16	28	24						\$ 11,864.00
1302 Public Meeting Exhibits (Pre-Construction)		4		8	16	32						\$ 6,772.00
1303 Council Workshop Exhibits		6			32	48						\$ 9,258.00
1304 Council Workshops (3)		12		6								\$ 3,450.00
1305 Renderings (3)		4		20		120						\$ 15,280.00
Total Hours for TranSystems (1300 Series)	0	46	0	50	76	224	0	0	0	0	0	\$ 46,624.00
1400 - BID PHASE SERVICES												
1401 Pre-Bid Meeting		2			2							\$ 640.00
1402 Prepare Addenda		4			8	16						\$ 3,236.00
1403 Bid Tabulation and Recommendation		2			4							\$ 850.00
1404 Construction documents (conformed plans)		4			12	24						\$ 4,424.00
Total Hours for TranSystems (1400 Series)	0	12	0	0	26	40	0	0	0	0	0	\$ 9,150.00
1500 - CONSTRUCTION PHASE SERVICES												
1501 Attend preconstruction conference.		2			2							\$ 640.00
1502 Post Award Design and RFIs		2			40	40						\$ 8,470.00
1503 Review Shop Drawing and Submittals		4			24							\$ 3,380.00
1504 Review Pay Requests (12 months)		2			24							\$ 2,950.00
Total Hours for TranSystems (1500 Series)	0	10	0	0	90	40	0	0	0	0	0	\$ 15,440.00
1600 - GEOTECHNICAL INVESTIGATION												
1601 Geotechnical Investigation and Pavement Design (Subconsultant)												\$ 4,500.00
Total Subconsultant Fee (1600 Series)												\$ 4,500.00
1700 - LEVEL A SUBSURFACE UTILITY ENGINEERING (SUE)												
1701 Level A SUE (Subconsultant)												\$ 26,000.00
Total Subconsultant Fee (1700 Series)												\$ 26,000.00
Total Hours for TranSystems Corporation (Base):	0	305	0	436	907	1298	18	52	76	96	32	\$ 411,218.00

0.0% 9.5% 0.0% 13.5% 28.2% 40.3% 0.6% 1.6% 2.4% 3.0% 1.0%
0.5%

Design Services	\$ 346,078.00
Right-of-way Services	\$ 19,200.00
Construction Services	\$ 15,440.00
Subconsultant	\$ 30,500.00
Total	\$ 411,218.00

EXHIBIT A
Glade Road Final Design – Phase 4 (Western City Limits to Bransford Rd)
City of Colleyville, Texas
12/10/2015

BASE ESTIMATE

100 - PROJECT MANAGEMENT	\$	28,068.00	
200 - TOPOGRAPHIC SURVEY	\$	10,800.00	
300 - RIGHT-OF-WAY SURVEY	\$	17,280.00	
400 - GENERAL PLANS SPECIFICATIONS AND ESTIMATES	\$	17,945.00	
500 - TRAFFIC CONTROL PLANS	\$	34,026.00	
600 - ROADWAY PLANS	\$	72,402.00	
700 - RETAINING WALLS	\$	18,350.00	
800 - HYDROLOGIC AND HYDRUALIC ANALYSIS	\$	81,938.00	
900 - WATER, SANITARY SEWER RELOCATION AND ADJUE	\$	19,940.00	
1000 - TRAFFIC ITEMS	\$	25,704.00	
1100 - EROSION CONTROL	\$	11,894.00	
1200 - FRANCHISE UTILITY COORDINATION	\$	8,380.00	
1300 - PUBLIC MEETING	\$	27,988.00	
1400 - BID PHASE SERVICES	\$	-	
1500 - CONSTRUCTION PHASE SERVICES	\$	-	
		<u>Subtotal - TranSystems:</u>	\$374,715.00

Expenses :

Subconsultants:			
Terracon	= \$	4,500.00	
The Rios Group	= \$	26,000.00	
		<u>Subtotal - Subconsultants:</u>	\$30,500.00

Other Expenses:

Mileage:			
Surveyors	0 miles @	\$	0.56 = \$ -
Others	0 miles @	\$	0.56 = \$ -
Maps/Deed/Plats			= \$ -
Property Corners/Stakes and Field Supplies			= \$ -
Printing (reports and intermediate reviews)			= \$ -
Printing/boards/handouts/etc. (Public Involvement)			= \$ -
Misc. Expenses (Delivery Services, Overnight Mail, etc.)			= \$ -
		<u>Subtotal - Other Expenses :</u>	\$0.00

Owner Contingency (5%) **\$20,260.00**

TOTAL COST: **\$425,475.00**

ESTIMATE OF HOURS AND FEE ESTIMATE
12/10/2015

		E5	E4	E3	E2	E1	T4	S4	S3	S2	Survey Crew	Admin	Totals
		\$260.00	\$215.00	\$185.00	\$145.00	\$105.00	\$96.00	\$150.00	\$135.00	\$80.00	\$140.00	\$65.00	
100 - PROJECT MANAGEMENT													
101	Managing Team and Sub-Consultants		60										\$ 12,900.00
102	Invoicing and Status Reports (8)											32	\$ 2,080.00
103	Design Team Meetings (8)		8		8	8	8						\$ 4,488.00
104	QA/QC		40										\$ 8,800.00
	Total Hours for TranSystems (100 Series)	0	108	0	8	8	8	0	0	0	0	32	\$ 28,068.00
200 - TOPOGRAPHIC SURVEY													
201	Supplemental Survey							4		20	60		\$ 10,800.00
	Total Hours for TranSystems (200 Series)	0	0	0	0	0	0	4	0	20	60	0	\$ 10,800.00
300 - RIGHT-OF-WAY SURVEY													
301	Appraisal District tax records research									4			\$ 360.00
302	Research deed records									4			\$ 360.00
303	Prepare/mail ROE letters and track ROE									4			\$ 360.00
304	Property Corner Parcel Ties										12		\$ 1,680.00
305	Set Property Corners										12		\$ 1,680.00
306	Deed Sketch									8			\$ 720.00
307	Boundary Analysis							4	24				\$ 3,840.00
308	Parcel Map Drafting									24			\$ 2,160.00
309	Legal Descriptions							4	32				\$ 4,920.00
310	QA/QC							8					\$ 1,200.00
	Total Hours for TranSystems (300 Series)	0	0	0	0	0	0	16	56	44	24	0	\$ 17,280.00
400 - GENERAL PLANS SPECIFICATIONS AND ESTIMATES													
401	Title Sheet		1		1	1	2						\$ 657.00
402	Project Layout (2)		1		1	2	8						\$ 1,338.00
403	Typical Sections (4)		1		1	2	8						\$ 1,338.00
404	General Notes		1		1	4	2						\$ 972.00
405	Summary Sheets (4)		1		3	10	2						\$ 1,892.00
406	Quantities		1		12	20							\$ 4,055.00
407	Opinion of Probable Cost		1		2	6							\$ 1,135.00
408	Project Manual and Technical Specifications		4		4	8							\$ 2,280.00
409	Miscellaneous Details		1		4		16						\$ 2,331.00
410	Standard Detail Sheets		1		4		12						\$ 1,947.00
	Total Hours for TranSystems (400 Series)	0	13	0	33	53	50	0	0	0	0	0	\$ 17,945.00
500 - TRAFFIC CONTROL PLANS													
501	Typical Sections (2)		1			4	16						\$ 2,461.00
502	Phase Narratives (1)		1		12		4						\$ 2,339.00
503	Phase Layouts (10)(2 Phases)		12		32	80	90						\$ 24,260.00
504	Detour Layouts (4)		2		12	12	16						\$ 4,966.00
	Total Hours for TranSystems (500 Series)	0	16	0	58	96	126	0	0	0	0	0	\$ 34,026.00
600 - ROADWAY PLANS													
601	Alignment and Control data (2)		2		4	12	24						\$ 4,574.00
602	Removal sheets. (10)		2		16	16	48						\$ 9,038.00
603	Plans and profile sheets. (13)		12		32	60	90						\$ 22,160.00
604	Cross sections at 25-foot intervals. (25)		2		16	48	100						\$ 17,390.00
605	Intersection Design (8)		4		12	12	40						\$ 7,700.00
606	Roundabout Layout												\$ -
607	Driveway Design		4		24	32	40						\$ 11,540.00
	Total Hours for TranSystems (600 Series)	0	26	0	104	180	342	0	0	0	0	0	\$ 72,402.00
700 - RETAINING WALLS													
701	Retaining Wall Layouts		4		8	24	40						\$ 8,380.00
702	Retaining Wall Details		4		8	12	20						\$ 5,200.00
703	Standards		2		8	12	20						\$ 4,770.00
	Total Hours for TranSystems (700 Series)	0	10	0	24	48	80	0	0	0	0	0	\$ 18,350.00
800 - HYDROLOGIC AND HYDRUALIC ANALYSIS													
801	Drainage Area Map (6)		4		12	32	20						\$ 7,880.00
802	Runoff Computations		8		8	32	16						\$ 7,776.00
803	Storm Drain Plan and Profiles (13-Trunk, 8-Lateral)		6		80	88	100						\$ 31,730.00
804	Storm Drain Computations		8		24	40	8						\$ 10,168.00
805	Box Culvert Plan and Profiles (1) (Zone AE)		4		16		24						\$ 5,484.00
806	Coordination with FEMA flood plain coordinator		4		40	80	40						\$ 18,900.00
	Total Hours for TranSystems (800 Series)	0	34	0	180	272	208	0	0	0	0	0	\$ 81,938.00
900 - WATER, SANITARY SEWER RELOCATION AND ADJUSTMENTS													
901	Water line plans (2500 LF)(4)		10		16	24	40						\$ 10,830.00
902	Miscellaneous Adjustments		2		16	24	40						\$ 9,110.00
	Total Hours for TranSystems (900 Series)	0	12	0	32	48	80	0	0	0	0	0	\$ 19,940.00
1000 - TRAFFIC ITEMS													
1001	Illumination Plans (7)		2		8	24	40						\$ 7,950.00
1002	Photometrics Layout		2		40								\$ 6,230.00
1003	Pavement marking plans (7)		2		4	16	32						\$ 5,762.00
1004	Signing plans (7)		2		4	16	32						\$ 5,762.00
	Total Hours for TranSystems (1000 Series)	0	8	0	56	56	104	0	0	0	0	0	\$ 25,704.00
1100 - EROSION CONTROL													

EXHIBIT A
 Glade Road Final Design – Phase 4 (Western City Limits to Bransford Rd)
 City of Colleyville, Texas
 ESTIMATE OF HOURS AND FEE ESTIMATE
 12/10/2015

	E5	E4	E3	E2	E1	T4	S4	S3	S2	Survey Crew	Admin	Totals
	\$260.00	\$215.00	\$185.00	\$145.00	\$105.00	\$96.00	\$150.00	\$135.00	\$90.00	\$140.00	\$65.00	
1101 Erosion control plan sheets (7)		2		8	24	40						\$ 7,950.00
1102 Erosion control details		2		4	6	24						\$ 3,944.00
Total Hours for TranSystems (1100 Series)	0	4	0	12	30	64	0	0	0	0	0	\$ 11,894.00
1200 - FRANCHISE UTILITY COORDINATION												
1201 Utility Coordination Plans (13)		4		8	24	40						\$ 8,380.00
1202 Meetings with franchise utilities (0)												\$ -
Total Hours for TranSystems (1200 Series)	0	4	0	8	24	40	0	0	0	0	0	\$ 8,380.00
1300 - PUBLIC MEETING												
1301 Public Meeting Preparation and Attendance (Pre-Construction)												\$ -
1302 Public Meeting Exhibits (Pre-Construction)												\$ -
1303 Council Workshop Exhibits		6			32	48						\$ 9,258.00
1304 Council Workshops (3)		12		6								\$ 3,450.00
1305 Renderings (3)		4		20		120						\$ 15,260.00
Total Hours for TranSystems (1300 Series)	0	22	0	26	32	168	0	0	0	0	0	\$ 27,988.00
1400 - BID PHASE SERVICES												
1401 Pre-Bid Meeting												\$ -
1402 Prepare Addenda												\$ -
1403 Bid Tabulation and Recommendation												\$ -
1404 Construction documents (conformed plans)												\$ -
Total Hours for TranSystems (1400 Series)	0	0	0	0	0	0	0	0	0	0	0	\$ -
1500 - CONSTRUCTION PHASE SERVICES												
1501 Attend preconstruction conference.												\$ -
1502 Post Award Design and RFI's												\$ -
1503 Review Shop Drawing and Submittals												\$ -
1504 Review Pay Requests (12 months)												\$ -
Total Hours for TranSystems (1500 Series)	0	0	0	0	0	0	0	0	0	0	0	\$ -
1600 - GEOTECHNICAL INVESTIGATION												
1601 Geotechnical Investigation and Pavement Design (Subconsultant)												\$ 4,500.00
Total Subconsultant Fee (1600 Series)												\$ 4,500.00
1700 - LEVEL A SUBSURFACE UTILITY ENGINEERING (SUE)												
1701 Level A SUE (Subconsultant)												\$ 26,000.00
Total Subconsultant Fee (1700 Series)												\$ 26,000.00
Total Hours for TranSystems Corporation (Base):	0	257	0	541	847	1270	20	56	64	84	32	\$ 405,215.00
	0.0%	8.1%	0.0%	17.1%	26.7%	40.1%	0.6%	1.8%	2.0%	2.6%	1.0%	
	0.5%											

Design Services	\$ 357,435.00
Right-of-way Services	\$ 17,280.00
Construction Services	\$ -
Subconsultants	\$ 30,500.00
	\$ 405,215.00

RESOLUTION R-17-4124

A RESOLUTION APPROVING THE DESIGN OF THE GLADE ROAD PROJECT, PHASE 2, OPTION 4

- WHEREAS,** the Colleyville City Council is committed to the best interests of the health, safety, and welfare of the citizens of Colleyville; and
- WHEREAS,** the Colleyville City Council adopted Resolution R-15-3940 on December 15, 2015, approving an agreement with TranSystems, Inc. for the design of Glade Road, Phases 2, 3, and 4; and
- WHEREAS,** the Colleyville City Council has conducted numerous worksessions, open to the public, to assess and improve upon the design of the Glade Road Project; and
- WHEREAS,** the Colleyville City Council seeks to move forward with a revised design of Glade Road Phase 2; and
- WHEREAS,** the Colleyville City Council hereby determines the passage of this resolution is in the best interests of the health, safety, and welfare of the public; and
- WHEREAS,** all legal prerequisites for the approval of this resolution have been met, including but not limited to the Open Meetings Act.

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

- Sec. 1. THAT all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Sec. 2. THAT TranSystems, Inc. is hereby directed to move forward with the design of Glade Road, Phase 2, Option 4, attached as Exhibit "A", and Exhibit "B", which will provide for an estimated construction cost reduction of \$291,141, in comparison to construction costs associated with the original design.
- Sec. 3. THAT City staff will bring forward at a later date, an amendment to the contract to accommodate the design of Phase 2, Option 4.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 7 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS
THE 2ND DAY OF MAY 2017.

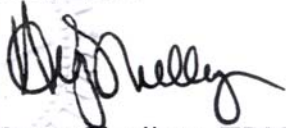
Mayor Richard Newton
Place 1, Tammy Nakamura
Place 2, Bobby Lindamood
Place 4, Jody Short

Aye
Aye
Aye
Aye

Mayor Pro Tem Chris Putnam
Place 5, Nancy Coplen
Place 6, Mike Taylor

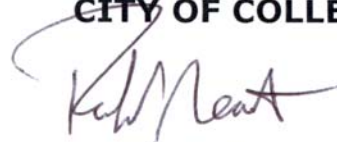
Aye
Aye
Aye

ATTEST:



Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE



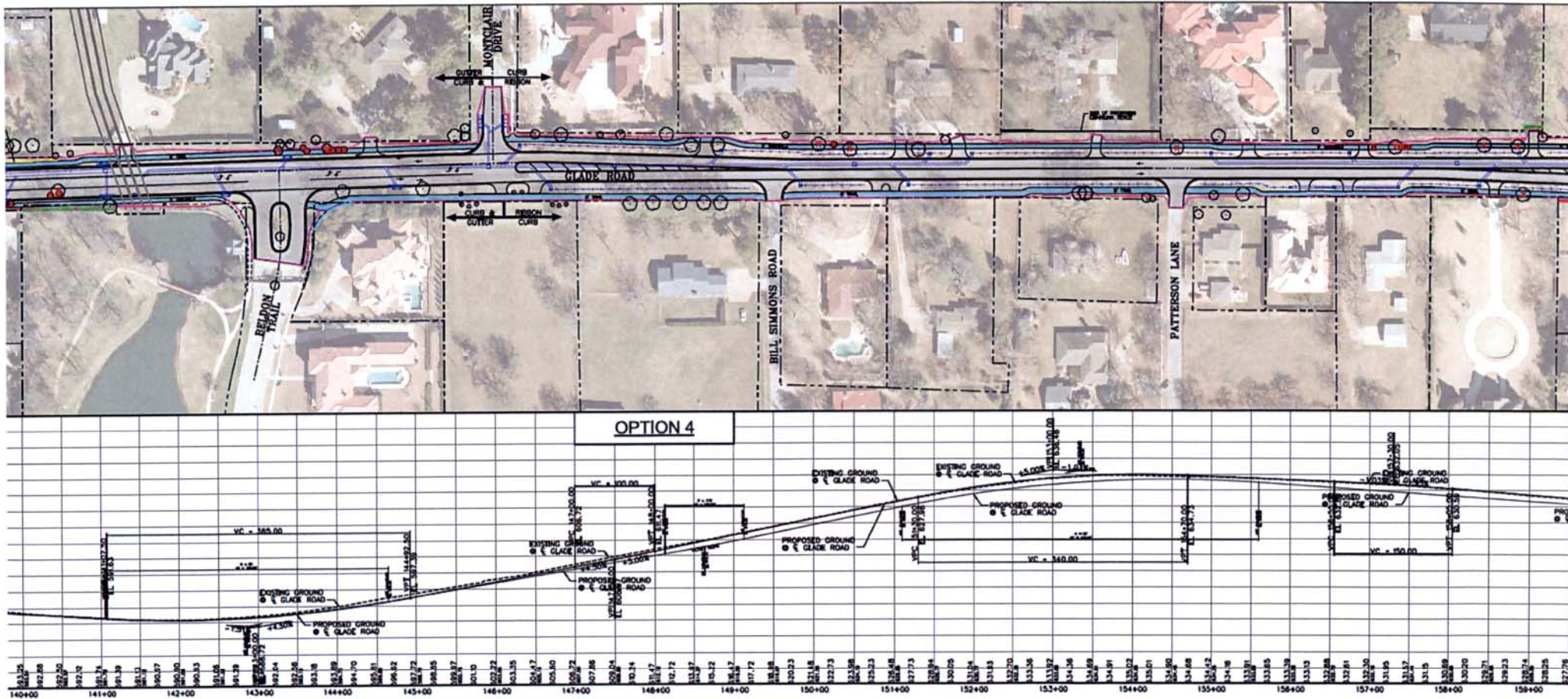
Richard Newton
Mayor

Page 1 of 3



Exhibit "A"

Page 2 of 3



Page 3 of 3

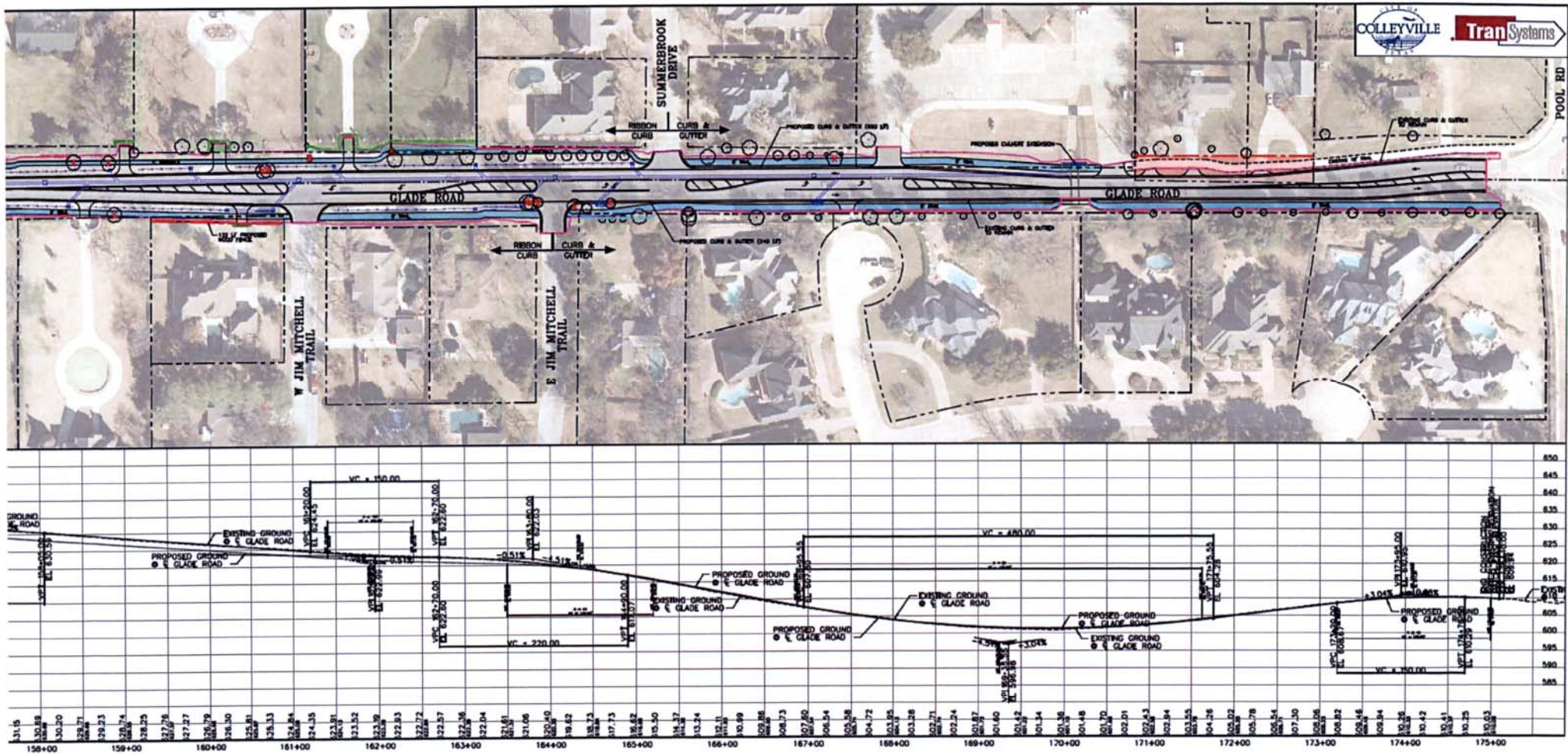


EXHIBIT "B"



April 17, 2017 Glade Road Worksession

- Phase 1 Update
- Interim Maintenance
- Information Requested
- Additional Analysis
 - Comparison Chart
 - Base Option
 - Alternate Option 1
 - Alternate Option 2
 - Alternate Option 3
 - Alternate Option 4
 - Alternate Option 5
 - Alternate Option 6
- Updated Cost Estimates
- City Council Direction

Options Considered

Base Option

- Curb and gutters with turn lanes, trail on the north side and sidewalk on the south

Alternate Option 1

- Ribbon curb with roadside ditches, no turn lanes, sidewalk on the north side from Montclair Street to Pool Road only, and a trail on the south

Alternate Option 2

- Option 1 with the addition of grate inlet along with the roadside ditches (storm drainage)

Alternate Option 3

- Option 2 with the addition of left turn lanes

Alternate Option 4

- A combination of two options. The Base Option for Rose to Montclair and Alternate Option 3 for Montclair to Pool Road

Alternate Option 5

- Pavement reclamation with the addition of ribbon curbs and additional grading, limited pedestrian facilities (sidewalk from Behrens Road to Behrens Court, this creates a continuous sidewalk on the south side of Glade Road)

Alternate Option 6

- Pavement reclamation only, no additional pedestrian facilities

EXHIBIT "B"



Comparison Chart Glade Road Phase 2 Options

	Tree Removals		ROW / Easements Needed			Drainage Features			Paving Features			Cost		Summary	
	Trees Removed Less than 6" or in Poor Condition	Trees Removed Greater than 6" or in Fair/Good Condition	ROW Parcels Needed	Permanent Esmts Needed	Temporary Esmts Needed	Ditches Only	Ditches with Storm Drain	Storm Drain Only	Ribbon Curb	Curb & Gutter	Left Turn Lanes	Construction Cost	ROW/Esmt Cost	Summary	Difference from Base Option
Base Option Curb & Gutter 10' Trail on North & 5' Sidewalk on the South	13	36	5	2	18			X		X	X	\$4,592,419	\$215,740	\$4,808,158	\$0
Option 1 Pavement Reclamation Roadside Ditches & Driveway Culverts	31	101	19	7	17	X			X			\$3,308,733	\$478,918	\$3,787,652	-\$1,020,507
Option 2 Pavement Reclamation Roadside Swales & Grate Inlets	26	36	13	3	13		X		X			\$3,220,391	\$263,217	\$3,483,608	-\$1,324,550
Option 3 Option 2 + Left Turn Lanes	32	74	14	3	20		X		X		X	\$3,506,508	\$280,952	\$3,787,460	-\$1,020,698
Option 4 Base Option (Rose - Montclair) Option 3 (Montclair - Pool)	18	43	5	4	19		X	X	X	X	X	\$4,295,864	\$222,153	\$4,518,017	-\$290,141
Option 5 Pavement Reclamation with Ribbon Curbs Added & Necessary Grading	12	14	4	0	0	X	X		X			\$1,995,147	\$157,151	\$2,152,298	-\$2,655,860
Option 6 Pavement Reclamation	0	0	0	0	0	X						\$1,344,141	\$0	\$1,344,141	-\$3,464,017

EXHIBIT "B"



Phase 2 - Alternate Option 4

- Rose Street to Montclair Drive
 - Concrete curb and gutters with underground storm drainage system
 - Left turn lanes
 - Trail on the north
 - Sidewalk on the south
- Montclair Drive to Pool Road
 - Ribbon curb with drainage swales with grate inlets and underground storm drainage
 - Left turn lanes
 - Trail on the south
 - Sidewalk on the north

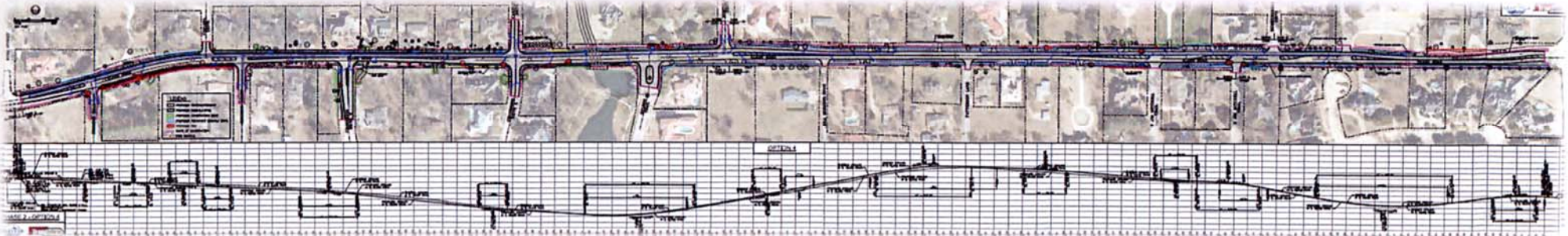
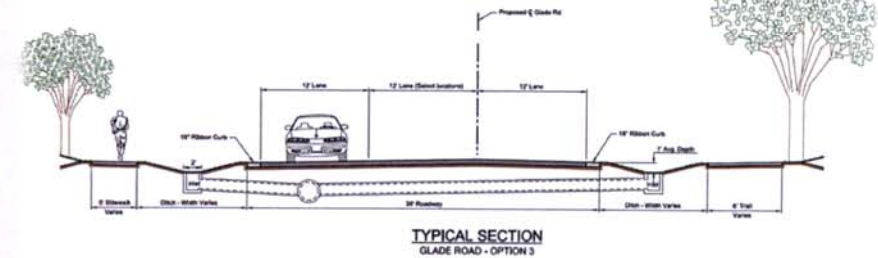
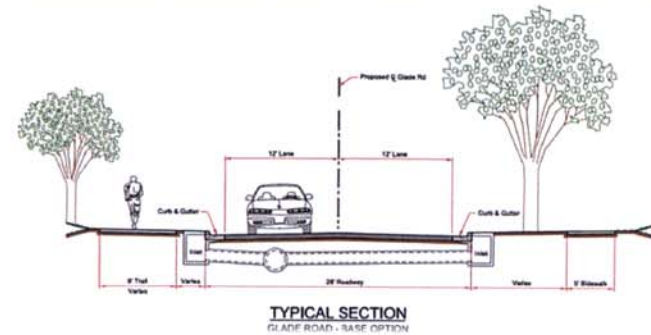


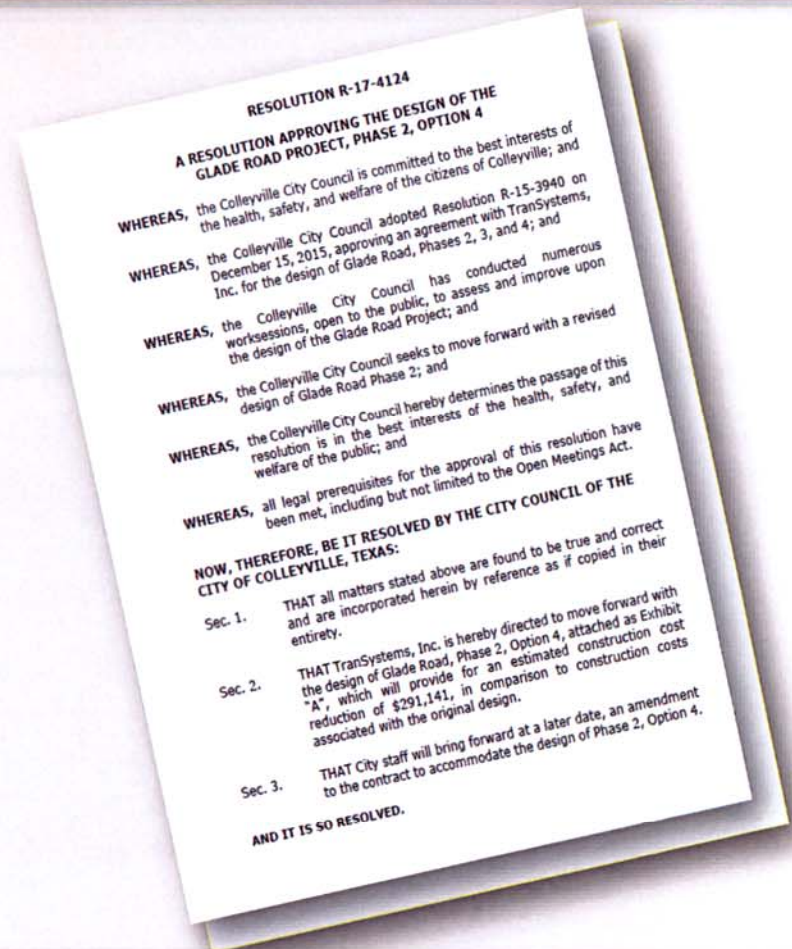
EXHIBIT "B"



The proposed resolution establishes:

- City Council has conducted numerous worksessions, open to the public, to assess and improve upon the design of the Glade Road Project;
- Colleyville City Council seeks to move forward with a revised design of Glade Road Phase 2;

The proposed resolution provides direction to staff by directing TranSystems to move forward with the design of Glade Road, Phase 2, Option 4.



Glade Road Project Update

**April 17, 2017
City Council Worksession**

Scope of Worksession



Objective Statement – To provide the City Council with additional information to address questions presented during the January 24, 2017 Worksession

- **Phase 1 Update**
- **Interim Maintenance**
- **Information Requested**
- **Additional Analysis**
 - Comparison Chart
 - Base Option
 - Alternate Option 1
 - Alternate Option 2
 - Alternate Option 3
 - Alternate Option 4
 - Alternate Option 5
 - Alternate Option 6
- **Updated Cost Estimates**
- **City Council Direction**

Glade Road Phase 1



Phase 4
Western City
Limits to Bransford
Road

Phase 1
Bransford Road
to Manning Drive

Phase 2
Manning Drive to
Pool Road

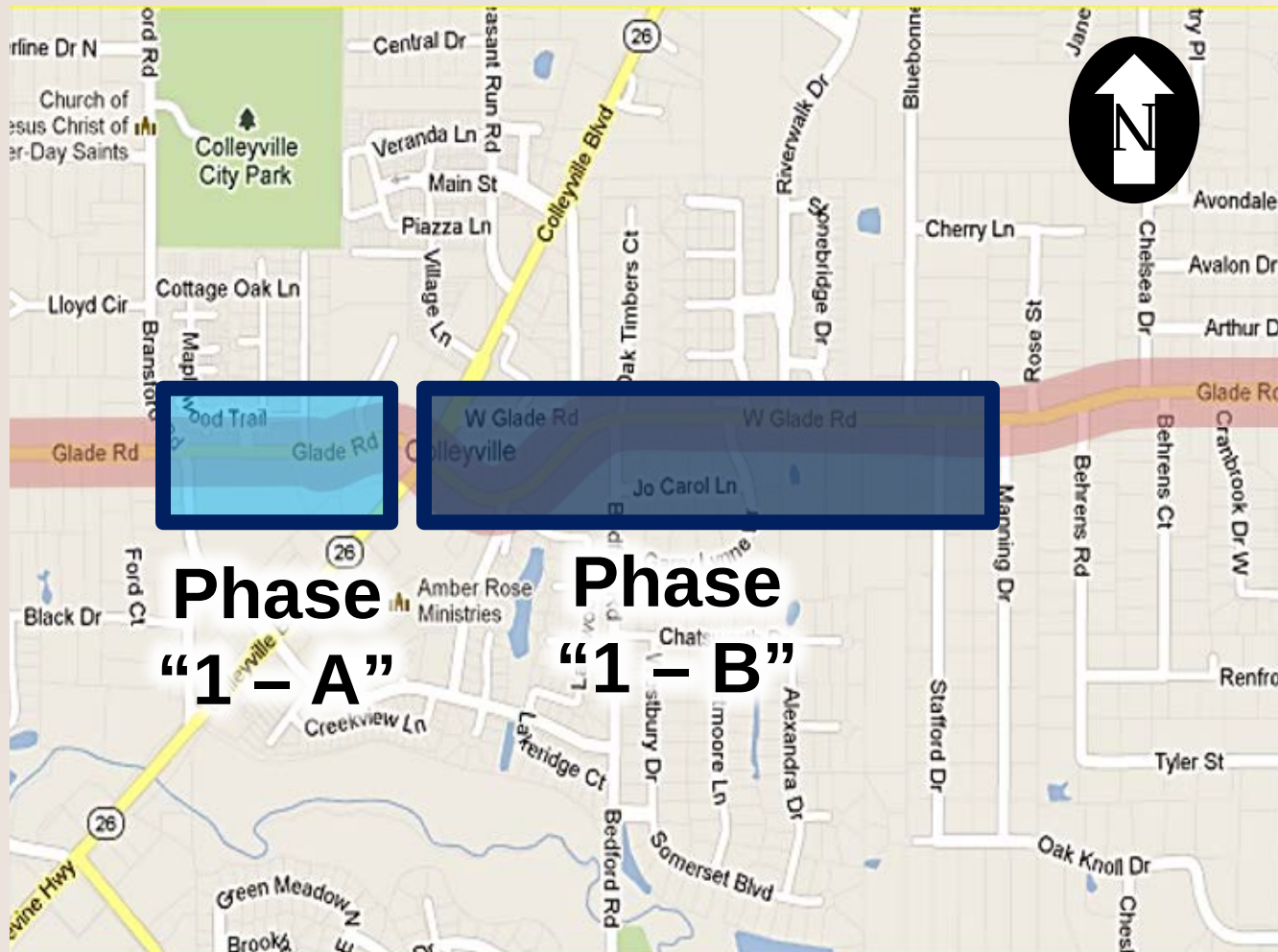
Phase 3
Pool Road to
Heritage Avenue

Phase I - Update



Project Information

- In order to start the construction of Glade Road this summer, the decision was made to split Phase 1. The first section "1A" is currently in the final stages of acquiring the right-of-way (ROW) and staff has been coordinating with franchise utilities to get the area cleared for construction.
 - The tentative schedule for "1A" is as follows,
 - Advertise for bids in May
 - Award a contract in June
 - Start construction in July
- The second section "1B" is in the ROW acquisition process and will have significant utility relocations. The construction schedule for "1B" is yet to be determined.



Interim Maintenance

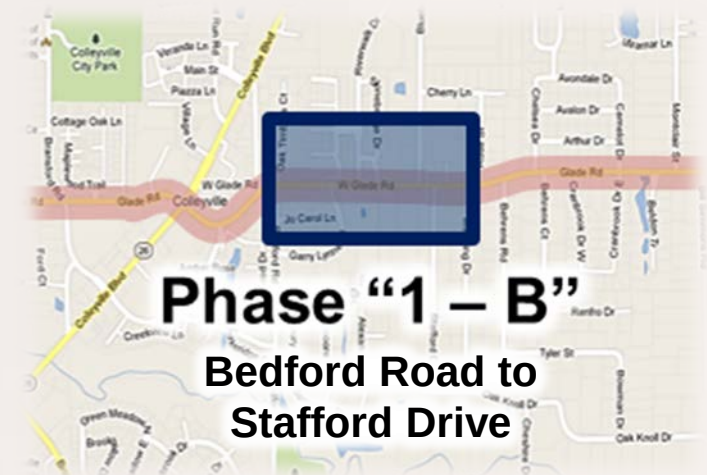
- In order to address the pavement condition and ride quality of the sections of Glade Road that are not slated for reconstruction in the near future, a maintenance project was included in the current year of the Capital Improvement Program.
- The work includes a level-up course in order to address any rutting, and a 2" asphalt overlay which will address the surface condition of the roadway and improve ride quality.
- This will be a short term solution that will provide a better driving surface until such time that the complete reconstruction can be performed.



Completed



**Scheduled for
Late April 2017**



**Could be added to the
Interim Maintenance
Project Scope**

Information Requested



During the January 24, 2017 City Council Worksession, City Council identified questions and requested additional information about various options for Phase 2 of Glade Road which required further analysis including:

- A comparison chart that clearly shows information on the options that include, impacted trees, ROW impacts, costs, and a summary of each option's design elements
- Consideration of the combination of the original "Base" project and "Option 3", per the recommendation of the design consultant
- Consideration of a full depth reclamation style reconstruction project with the addition of ribbon curbs for Glade Road - Phase 2
- Consideration of a full depth reclamation style maintenance project for Glade Road - Phase 2
- Updated costs for all Glade Road phases

Additional Analysis



Base Option

- Curb and gutters with turn lanes, trail on the north side and sidewalk on the south

Alternate Option 1

- Ribbon curb with roadside ditches, no turn lanes, sidewalk on the north side from Montclair Street to Pool Road only, and a trail on the south

Alternate Option 2

- Option 1 with the addition of grate inlet along with the roadside ditches (storm drainage)

Alternate Option 3

- Option 2 with the addition of left turn lanes

Alternate Option 4

- A combination of two options. The Base Option for Rose to Montclair and Alternate Option 3 for Montclair to Pool Road

Alternate Option 5

- Pavement reclamation with the addition of ribbon curbs and additional grading, limited pedestrian facilities (sidewalk from Behrens Road to Behrens Court, this creates a continuous sidewalk on the south side of Glade Road)

Alternate Option 6

- Pavement reclamation only, no additional pedestrian facilities

Comparison Chart (Phase 2 Options)

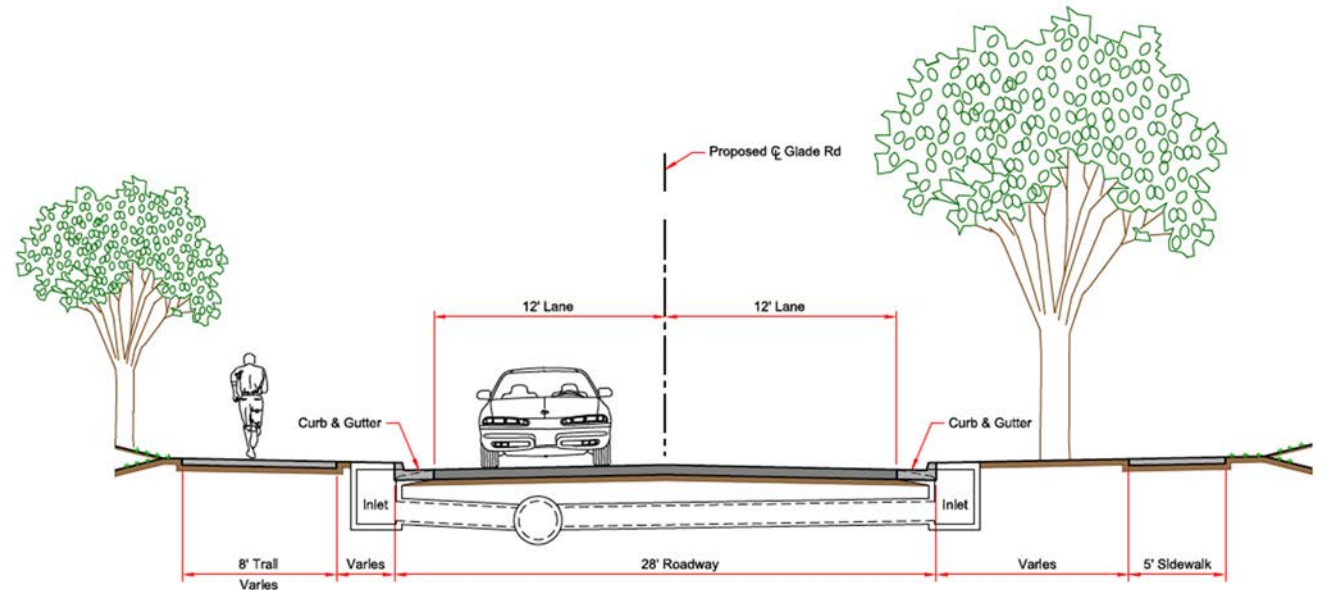


Glade Road Phase 2

	Tree Removals		ROW / Easements Needed			Drainage Features			Paving Features			Cost		Summary	
	Trees Removed Less than 6" or in Poor Condition	Trees Removed Greater than 6" or in Fair/Good Condition	ROW Parcels Needed	Permanent Esmts Needed	Temporary Esmts Needed	Ditches Only	Ditches with Storm Drain	Storm Drain Only	Ribbon Curb	Curb & Gutter	Left Turn Lanes	Construction Cost	ROW/Esmt Cost	Summary	Difference from Base Option
Base Option Curb & Gutter 10' Trail on North & 5' Sidewalk on the South	13	36	5	2	18			X		X	X	\$4,592,419	\$215,740	\$4,808,158	\$0
Option 1 Pavement Reclamation Roadside Ditches & Driveway Culverts	31	101	19	7	17	X			X			\$3,308,733	\$478,918	\$3,787,652	-\$1,020,507
Option 2 Pavement Reclamation Roadside Swales & Grate Inlets	26	36	13	3	13		X		X			\$3,220,391	\$263,217	\$3,483,608	-\$1,324,550
Option 3 Option 2 + Left Turn Lanes	32	74	14	3	20		X		X		X	\$3,506,508	\$280,952	\$3,787,460	-\$1,020,698
Option 4 Base Option (Rose - Montclair) Option 3 (Montclair - Pool)	18	43	5	4	19		X	X	X	X	X	\$4,295,864	\$222,153	\$4,518,017	-\$290,141
Option 5 Pavement Reclamation with Ribbon Curbs Added & Necessary Grading	12	14	4	0	0	X	X		X			\$1,995,147	\$157,151	\$2,152,298	-\$2,655,860
Option 6 Pavement Reclamation	0	0	0	0	0	X						\$1,344,141	\$0	\$1,344,141	-\$3,464,017

Phase 2 - Base Option

- Concrete curb and gutters
- Underground storm drainage system
- Left turn lanes
- Trail on the north
- Sidewalk on the south



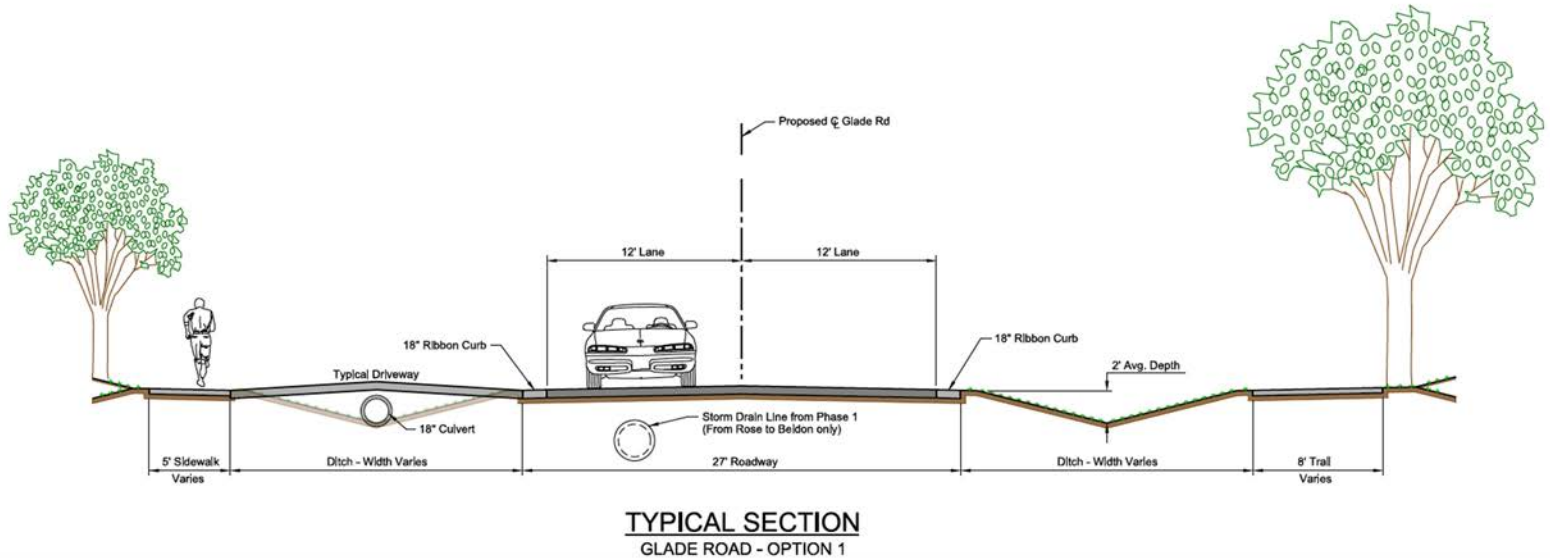
TYPICAL SECTION
GLADE ROAD - BASE OPTION



Phase 2 - Alternate Option 1



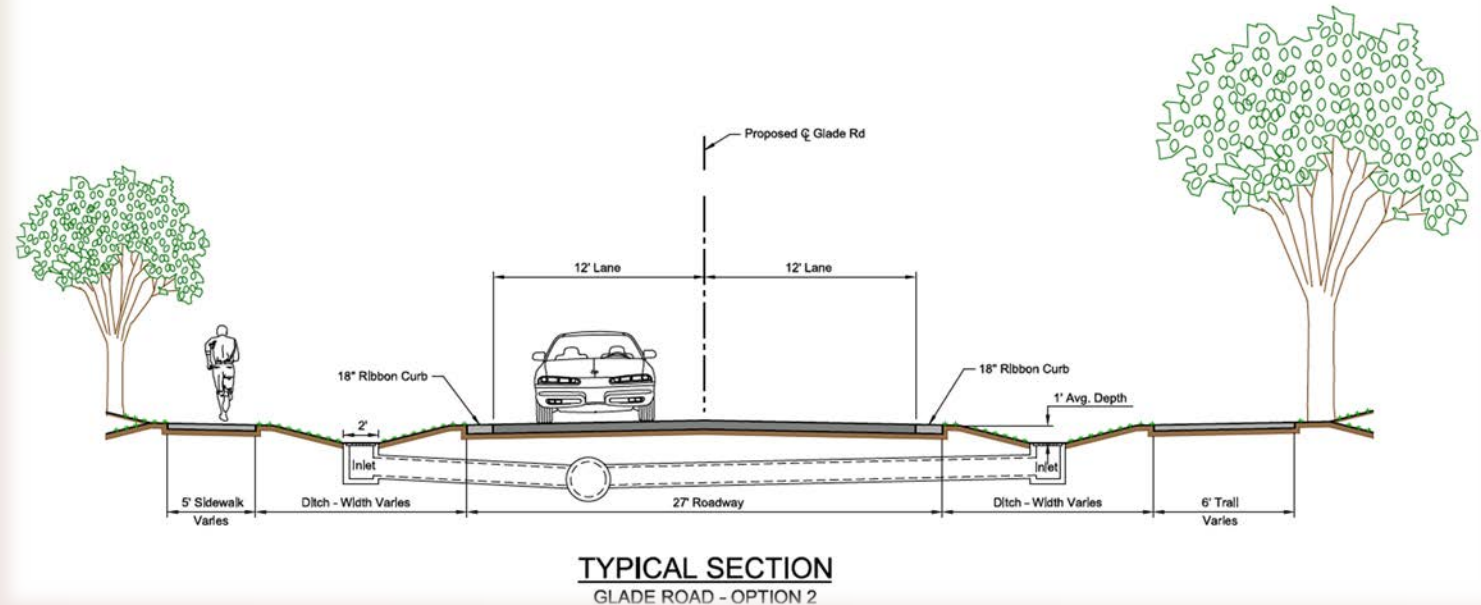
- Ribbon curb
- Reconstruct the roadside ditches
- No turn lanes
- Sidewalk on the north side from Montclair Street to Pool Road only
- Trail on the south



Phase 2 - Alternate Option 2



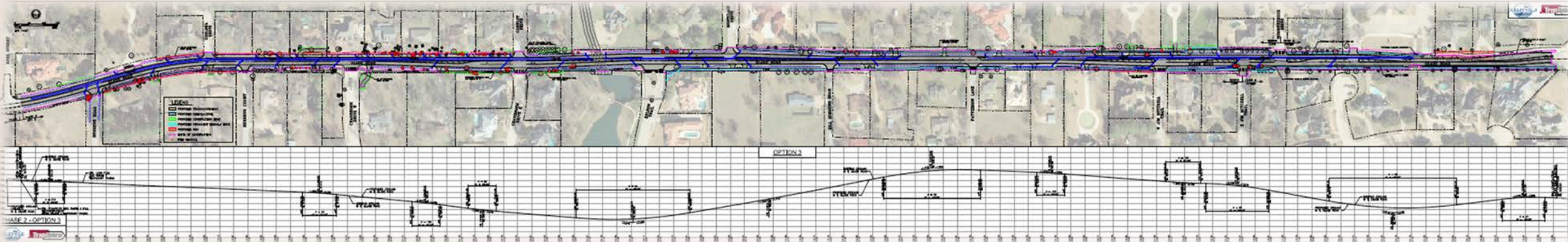
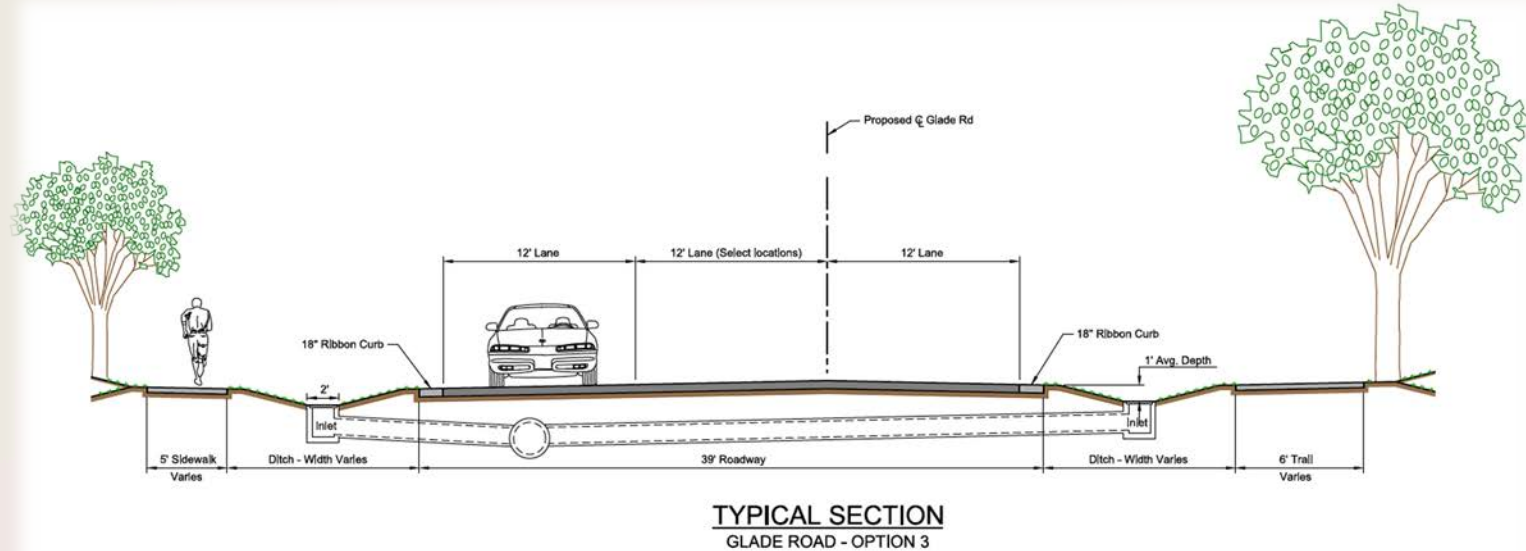
- Ribbon curb
- ***Drainage swales with grate inlets and underground storm drains***
- No turn lanes
- Sidewalk on the north side from Montclair Street to Pool Road only
- Trail on the south



Phase 2 - Alternate Option 3



- Ribbon curb
- Drainage swales with grate inlets and underground storm drains
- **With** turn lanes
- Sidewalk on the north side from Montclair Street to Pool Road only
- Trail on the south

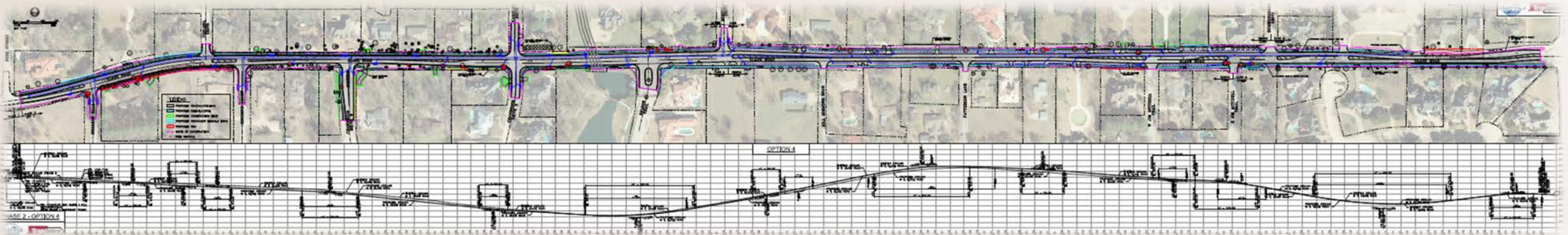
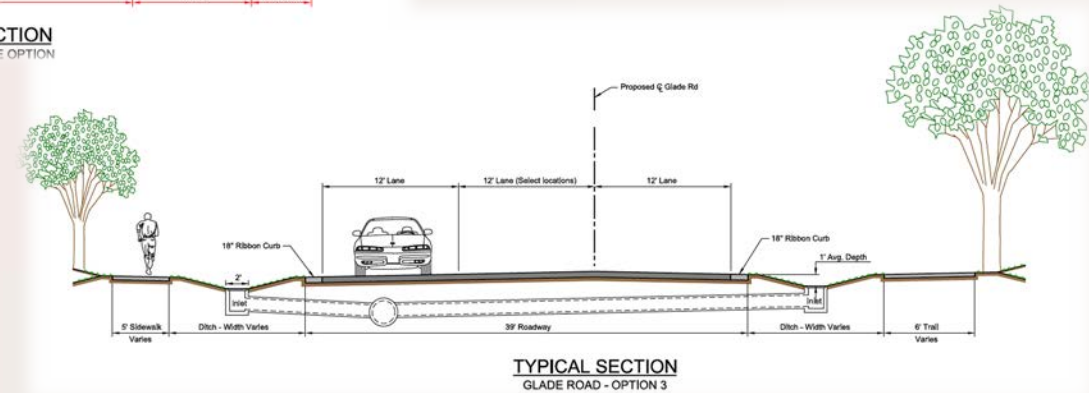
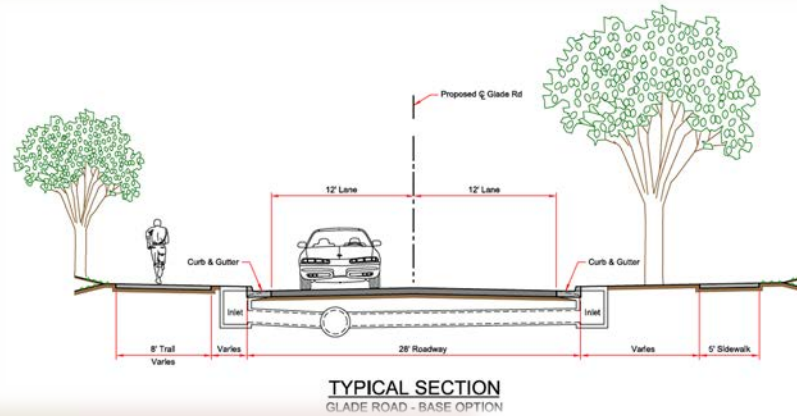


Phase 2 - Alternate Option 4



Combination of two options

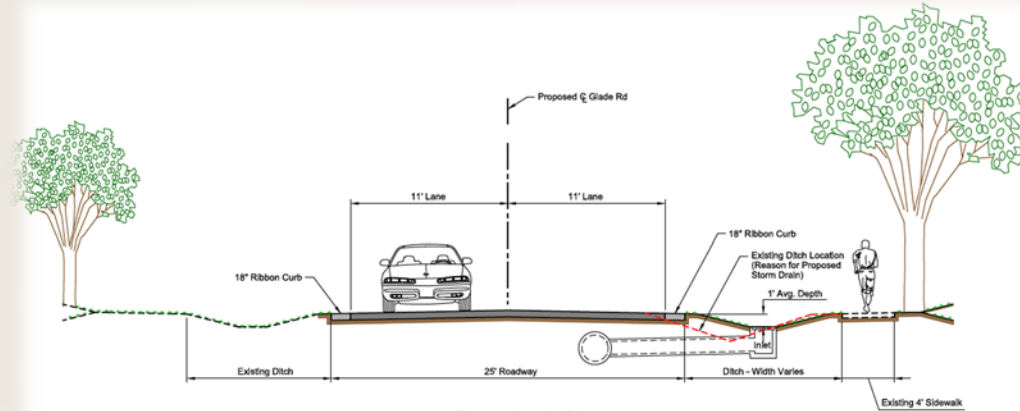
- Rose to Montclair
 - Base Option
- Montclair to Pool Road
 - Alternate Option 3



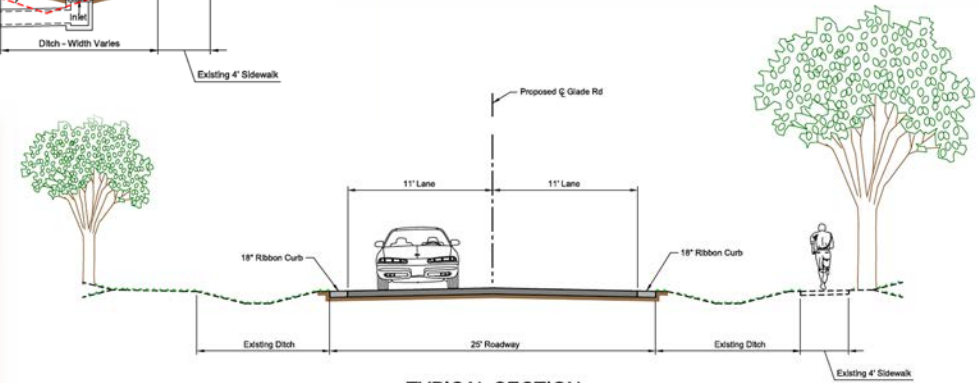
Phase 2 - Alternate Option 5



- Pavement Reclamation
- Ribbon curb
- Maintain the roadside ditches
- No turn lanes
- Limited pedestrian facilities (sidewalk from Behrens Road to Behrens Court, this creates a continuous sidewalk on the south side of Glade Road)



TYPICAL SECTION
GLADE ROAD - OPTION 5
(ROSE TO PATTERSON)



TYPICAL SECTION
GLADE ROAD - OPTION 5
(PATTERSON TO POOL)



Phase 2 - Alternate Option 6



- Pavement reclamation/New pavement
- Maintain the current roadway configuration
- Maintain the current roadside ditches
- No turn lanes
- No additional pedestrian facilities



Updated Cost Estimates



Glade Road Project Construction cost estimates

Phase "1 – A"	\$1,091,579
Phase "1 – B"	\$3,281,878
Phase 2	\$1,344,141 to \$4,808,158
Phase 3	\$3,782,545
Phase 4	\$4,250,758
Total =	\$13,750,901 to \$17,214,918

City Council Direction



Staff is seeking City Council direction on the following:

- Clarification of City Council preference for the design elements of Glade Road Phase 2
- Guidance as to whether or not to expand the current scope of the Interim Maintenance Project Scope to include Phase “1 – B”

Questions and Discussion

RESOLUTION R-17-4137

A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRANSYSTEMS, INC., FOR THE DESIGN OF THE IMPROVEMENTS TO GLADE ROAD, INCLUDING PHASES 2, 3, AND 4, AND AMENDING THE DESIGN PARAMETERS OF PHASE 2

WHEREAS, the Colleyville City Council is committed to the best interests of the health, safety, and welfare of the citizens of Colleyville; and

WHEREAS, the Colleyville City Council adopted Resolution R-15-3940 on December 15, 2015, approving an agreement with TranSystems, Inc. for the design of Glade Road, Phases 2, 3, and 4; and

WHEREAS, the Colleyville City Council adopted Resolution R-17-4124 on May 2, 2017, directing TranSystems, Inc., to proceed with the design of Glade Road, Phase 2, Option 4; and

WHEREAS, the Colleyville City Council has conducted numerous worksessions, open to the public, to assess and improve upon the design of the Glade Road Project; and

WHEREAS, the Colleyville City Council seeks to move forward with a revised design of Glade Road and amend the design parameters of Phase 2; and

WHEREAS, the Colleyville City Council hereby determines the passage of this resolution is in the best interests of the health, safety, and welfare of the public; and

WHEREAS, all legal prerequisites for the approval of this resolution have been met, including but not limited to the Open Meetings Act.

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

Sec. 1. THAT all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Sec. 2. THAT City Council hereby approves the design contract amendment agreement shown as Exhibit "A", which will

eliminate the final design of Phases 3 and 4, and will address the supplemental work that has previously been requested by the City Council.

Sec. 3. THAT the city manager is hereby authorized to execute the design contract amendment agreement.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS THE 6TH DAY OF JUNE 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Nancy Coplen	_____
Place 6, Mike Taylor	_____		

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

Richard Newton
Mayor

Exhibit "A"

AMENDMENT AGREEMENT

The Agreement to Perform Engineering Design Services for improvements to Glade Road Phases 2, 3 and 4 dated the 15th day of December 2015, entered into between TranSystems Corporation dba TranSystems Corporation Consultants as the Consultant and City of Colleyville, Texas as the Client, for good and valuable consideration including the promises and agreements set forth hereafter is hereby amended, modified, and revised as follows:

1. Exhibit A - Eliminate Phase 3 – Pool Road to Heritage Avenue as define in Exhibit A (Page 1 of 8). Contract reduction of \$380,673.14
1. Exhibit A - Eliminate Phase 4 - Western City Limits to Branford Road as define in Exhibit A (Page 2 of 8). Contract reduction of \$375,586.39
2. Exhibit A - Add Phase 2 Alternative development and analysis. Develop six alternates, analyze impacts and develop opinion of probable costs. Contract addition of \$130,139.12
3. Exhibit A - Add development of two bid packages for Phase 1. Contract addition of \$68,626.81
4. Exhibit A - Add revise design of Glade Road/Bransford Road intersection. Contract addition of \$18,905.00
5. Exhibit A - Add layout of joint Colleyville/GCISD fiber optic duct back along Glade Road. Contract addition of \$14,780.00
6. Exhibit A - Additional Right-of-Way Survey supporting Phase 1 Right-of-Way acquisition team. Contract addition of \$25,000.00
7. Revise Section 5.1.1 as follows: For Basic Services. As compensation for the performance of the Basic Services rendered by CONSULTANT under Section 1, CITY shall pay CONSULTANT a lump sum fee of \$942,130.40. CONSULTANT shall submit monthly invoices for Basic Services. The statements will be based on CONSULTANT'S estimate of the portion of the total services actually completed at the time of billing. CITY shall review statements and shall make payments within 30 days of receipt of the statements.

All other terms and conditions of said original agreement identified hereinabove that are not expressly amended, modified, and or revised by this Amendment Agreement, shall remain unchanged and in full force and effect.

The undersigned being the authorized representatives of the contracting parties identified herein, have executed this Amendment Agreement to make it binding upon the parties hereto effective this _____ day of _____ 2017.

CITY OF COLLEYVILLE, TEXAS

TRANSYSTEMS CORPORATION dba
TRANSYSTEMS CORPORATION CONSULTANTS

By: _____

By: _____



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7b

Agenda Date 06/06/2017

Number Resolution R-17-4138

Type Resolution

Department City Secretary

Title

A resolution appointing a Councilmember to the Colleyville Economic Development Corporation (CEDC) Board of Directors

Strategic Plan

1.1 Actively involve and engage stakeholders

Explanation

Reading and Public Hearing

As per the Articles of Incorporation of the Colleyville Economic Development Corporation (CEDC) Board, if a member of the City Council ceases to be a Councilmember, such event shall constitute an automatic resignation as a director and such vacancy shall be filled in the same manner as other vacancies.

As the term of Councilmember Chris Putnam expired May 16, 2017, it is necessary to appoint one Councilmember to serve on the CEDC Board for a term consecutive with their term on the City Council.

The CEDC Board will meet on August 24, 2017, to elect a President and Vice President.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Excerpt from the CEDC Articles of Incorporation
2. Colleyville Economic Development Corporation roster
3. Resolution R-17-4138

Excerpt
Colleyville Economic Development Corporation
Articles of Incorporation

<u>NAMES</u>	<u>ADDRESSES</u>	<u>TERM</u> <u>EXPIRES</u>
(1)John Grace	3402 Pembroke Pkwy South Colleyville, Tx 76034	9/98
(2)Don Butler	4301 Hidden Valley Court Colleyville, Tx 76034	9/98
(3)Jack Martin	3503 Fox Glen Colleyville, Tx 76034	9/98
(4)Dennis Monaghan	2103 Woodstock Drive Colleyville, Tx 76034	9/97
(5)Dennis Johnson	4213 Green Meadow East Colleyville, Tx 76034	9/97
(6)Ronald Adams	2910 Glen Dale Drive Colleyville, Tx 76034	9/97
(7)Gary Cantrell	3400 Glade Road Colleyville, Tx 76034	9/97

Each director shall hold office for the term for which the director is appointed unless sooner removed or resigned. Each director, including the initial directors, shall be eligible for reappointment. Directors are removable by the City Council at will and shall be appointed for a term of two (2) years. Initial terms of directors shall be provided by the Corporation's Bylaws. If a director is a member of the City Council and ceases to be a councilmember, such event shall constitute an automatic resignation as a director and such vacancy shall be filled in the same manner as for other vacancies.

Any vacancy of a director position occurring through death, resignation or otherwise shall be filled by appointment by the City Council, as provided by the Corporation's Bylaws, to hold office until the expiration of the vacating member's term.

ARTICLE NINE

The name and street address of each incorporator are:

<u>NAMES</u>	<u>ADDRESSES</u>
(1)John Grace	3402 Pembroke Pkwy South Colleyville, Tx 76034
(2)Don Butler	4301 Hidden Valley Court Colleyville, Tx 76034
(3)Jack Martin	3503 Fox Glen Colleyville, Tx 76034

The initial bylaws of the Corporation shall be in the form and substance

COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION

VICE PRESIDENT**Richard Newton**

1208 Holly Lane
Colleyville, TX 76034
H: (817) 247-1642

rnewton@colleyville.com

TERM: June 2016 – May 2018

DIRECTOR**Amy Dowell**

1816 Avondale Drive
Colleyville, TX 76034
W: (817) 424-3382
H: (817) 358-0499

amydowell@mac.com

TERM: Sep 2015 – Sep 2017

DIRECTOR**Bobby Lindamood**

5508 Janet Lane
Colleyville, TX 76034
H: (214) 232-8147

mtaylor@colleyville.com

TERM: June 2015 – May 2018

DIRECTOR**Tammy Nakamura**

2204 Collins Path
Colleyville, TX 76034
H: (214) 274-5990

tnakamura@colleyville.com

TERM: Jun 2016 – May 2018

DIRECTOR**John Terhoeve**

1204 Opal Court
Colleyville, TX 76034
W: (817) 999-5629

jinterhoeve@gmail.com

TERM: April 2017 – Sep 2017

DIRECTOR**Mark Slosson** 2407

Poplar Court
W: (817) 455-6900
H: (817) 540-3144

slosson@verizon.net

TERM: Sep 2015 – Sep 2017

DIRECTOR

Vacant

FINANCE MANAGER**Shereen Gendy**

100 Main Street
Colleyville, TX 76034
817-503-1014

sgendy@colleyville.com

GENERAL MANAGER**Jerry Ducay**

100 Main Street
Colleyville, TX 76034
817-503-1116

jducay@colleyville.com

SECRETARY

Amy Shelley
100 Main Street
Colleyville, TX 76034
817-503-1133

ashelley@colleyville.com

RESOLUTION R-17-4138

**A RESOLUTION APPOINTING A COUNCILMEMBER TO THE
COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION (CEDC)
BOARD OF DIRECTORS**

WHEREAS, in accordance with the Articles of Incorporation of the Colleyville Economic Development Corporation (CEDC), if a member of the City Council ceases to be a Councilmember, such event shall constitute an automatic resignation as a director and such vacancy shall be filled in the same manner as other vacancies; and

WHEREAS, one Councilmember's term has expired.

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

Sec. 1. THAT Councilmember _____ is appointed to serve on the Colleyville Economic Development Corporation Board of Directors for a term concurrent with the term on the City Council.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS
THE 6TH DAY OF JUNE 2017.

Mayor Richard Newton _____	Mayor Pro Tem Bobby Lindamood _____
Place 1, Tammy Nakamura _____	Place 3, Kathy Wheat _____
Place 4, George Dodson _____	Place 5, Nancy Coplen _____
Place 6, Mike Taylor _____	

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 7c

Agenda Date 06/06/2017

Number Resolution R-17-4139

Type Resolution

Department Community Development

Title

Consideration of a waiver to certain provisions of Chapter 5 – Tree Preservation of the Land Development Code, specifically Section 5.13 (Penalties and Violations) on Lot 1, Block 3, of the Overlook at Big Bear Creek Addition, located at 7708 Prairie View Drive, Case GC17-011

Strategic Plan

There is no Strategic Plan connection for this item.

Explanation

Reading and Public Hearing

Bob Buttrill, the applicant, is requesting a waiver to the mitigation requirements of Section 5.13-Penalties and Violations, of Chapter 5 (Tree Preservation) in the Land Development Code. The applicant removed three trees without a permit from the subject property located at 7708 Prairie View Drive. The trees removed were located within a "Tree Preservation Buffer" and were required to be preserved per the governing PUD-R ordinance.

Existing Conditions/Background: The subject property was rezoned on June 18, 2013 from the AG – Agricultural District to the PUD-R – Planned Unit Development Residential District (Case ZC13-001, Ordinance O-13-1875). A subsequent Final Plat was approved by City Council on January 7, 2014. The approved plat designated a ten foot "Tree Preservation Buffer" along the entire western property boundary for the subdivision.

Waiver Request. The applicant is requesting a waiver to the requirements of Section 5.13(A)1-Penalties and Violations of Chapter 5 (Tree Preservation) in the Land Development Code to reduce the required tree mitigation from three times the diameter inches of trees removed in violation to an equal amount of diameter inches of trees removed in violation. The applicant is requesting to mitigate thirty-two (32) inches of trees rather than the required ninety-six (96) inches. The applicant has provided a tree planting exhibit and a description of the proposed planting material described in the Statement of Planning Objectives.

Ordinance: Section 5.13(A)1 of the Land Development Code states:

"The violator shall plant new trees at a rate that is three times the diameter

inches of tree(s) removed. All plantings shall meet the requirements of Section 5.12. For example, if a 20 inch diameter width tree is removed in violation of this Chapter, then a minimum of 60 inches of new trees shall be planted. A planting plan for the new trees shall be provided to the Administrative Official no later than 30 days from the date of the offense. The new trees shall be planted no later than 90 days from the date of the offense or, if the site is under construction, the new trees shall be planted when all other required landscaping and/or mitigation is planted. The City shall have the authority to hold any development related administrative approvals for the property on which the violation occurred and may impose a stop work order until the penalty is addressed through the submittal of an approved planting plan and/or the planting of new trees. In the event that the trees are not planted within the prescribed timeframe, the City may delay any related administrative approvals for the property and may impose a lien on the property until such time the trees are planted."

Ordinance: Section 5.11(D) of the Land Development Code states:

"Special Designated Tree Protection Areas by Other Ordinances and Plats: Any specifically classified tree, landscape or other similar type of classification that prescribes that trees and/or existing landscaping shall be protected within a specifically defined area as a condition of a zoning ordinance such as PUD or SUP, variance and/or plat shall, at a minimum, meet the following provisions:

- 1. During any construction activities, said area shall be completely contained within a fenced area meeting the tagging and fencing requirements for tree protection in this chapter.*
- 2. Unless authorized as part of the original approving language for said area, or where another code requirement applies to the maintenance and upkeep of high grass, weeds and other related nuisances, no trees, landscaping, soil or vegetation of any kind may be removed, or otherwise disturbed, within said area and no construction of any kind may occur.*
- 3. Unless noted as part of the original approving language for said area, the exemption provisions for the resident of a single family home shall apply regarding the provisions of this section."*

Ordinance: O-13-1875 (PUD-R) states:

Section 4(8)e. - A minimum ten (10) foot tree preservation buffer shall be located along the entire length of the western boundary of the development. All trees located within said buffer shall be preserved in place as shown on the required tree survey at the time of platting. No trees may be removed from this buffer area without a tree removal permit. Section 5(8)C(5) of the Land Development Code exempting residents from the removal requirements shall not apply to said buffer area. Maintenance of the buffer shall be the responsibility of each homeowner.

Ordinance: Section 5.5 of the Land Development Code states:

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

Analysis: At the final building inspection for this home, four living, healthy, and structurally sound protected trees remained on the property. One additional protected tree was dead and removed under a permit to the builder. That tree was confirmed to have been dead prior to any development on the property, so no mitigation was required of it. Of the remaining trees, three were in the *Tree Preservation Buffer* (#3709 – 12 inch American elm; #3711 – 10 inch American elm; #3712 – 10 inch Blackjack oak) and one is located in the front yard setback along Harrison Lane (#3713 – 8 inch cedar elm). All three protected trees in the Tree Preservation Buffer were removed without review or approval of a tree removal permit (32 inches removed).

Normally, a resident of a single-family home on property that is two acres or less is exempt from the tree preservation requirements as well as tree removal permits and mitigation. However, the exemption does not apply in cases where there are "Special Designated Tree Protection Areas by Other Ordinances and Plats" as per this instance. All three trees removed were in a "10' *Tree Preservation Buffer*" prescribed by the PUD-R (O-13-1875) and recorded on the final plat for The Overlook At Big Bear Creek.

Due to the trees being located in a tree preservation buffer prescribed by Ordinance and dedicated by Plat, their removal without a permit violated the code and the applicant was given notice of violation and issued a citation for each tree removed.

The approved Tree Mitigation plan for the Overlook at Big Bear Creek requires eighteen inches of tree planting on the subject lot, which was verified and inspected at the time of building final inspection. Those eighteen (18) inches of tree planting will not apply to the required mitigation of ninety-six (96) inches. As previously noted, the Statement of Planning Objectives details the applicants proposed mitigation and planting plan.

Staff Recommendation.

The applicant has requested a waiver to allow for a reduction in the total caliper inches of mitigation planting in conjunction with a violation. Although the applicant has attempted to address staff concerns and provided an alternative planting plan, as submitted, the proposal is not in compliance with Chapter 5 of the Land Development Code. Staff recommends denial based on technical noncompliance.

Financial Impact

There is no financial impact to the City.

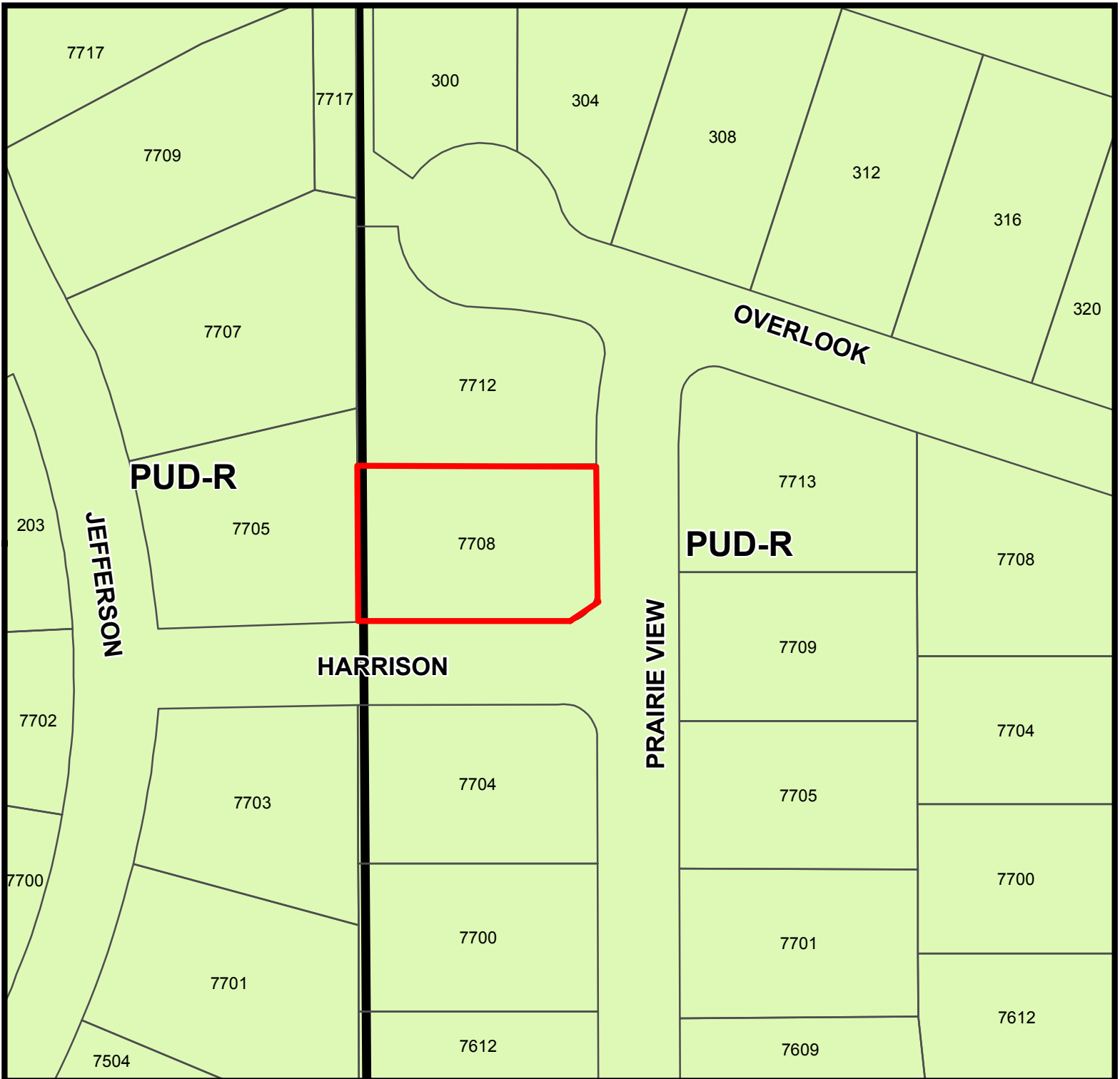
Recommendation

Denial

Attachments

1. Zoning Map
2. Aerial Map
3. Statement of Planning Objectives
4. Plat Exhibit
5. Staff GIS Analysis Exhibits
6. Site Pictures
7. Violation Notice Exhibit
8. Ordinance O-13-1875
9. Subdivision Tree Planting Exhibit
10. Subdivision Tree Preservation Exhibit
11. Resolution R-17-4139

ZONING MAP



GC17-011

7708 PRAIRIE VIEW DRIVE



Subject Property

PUD-R Planned Unit Development, Residential



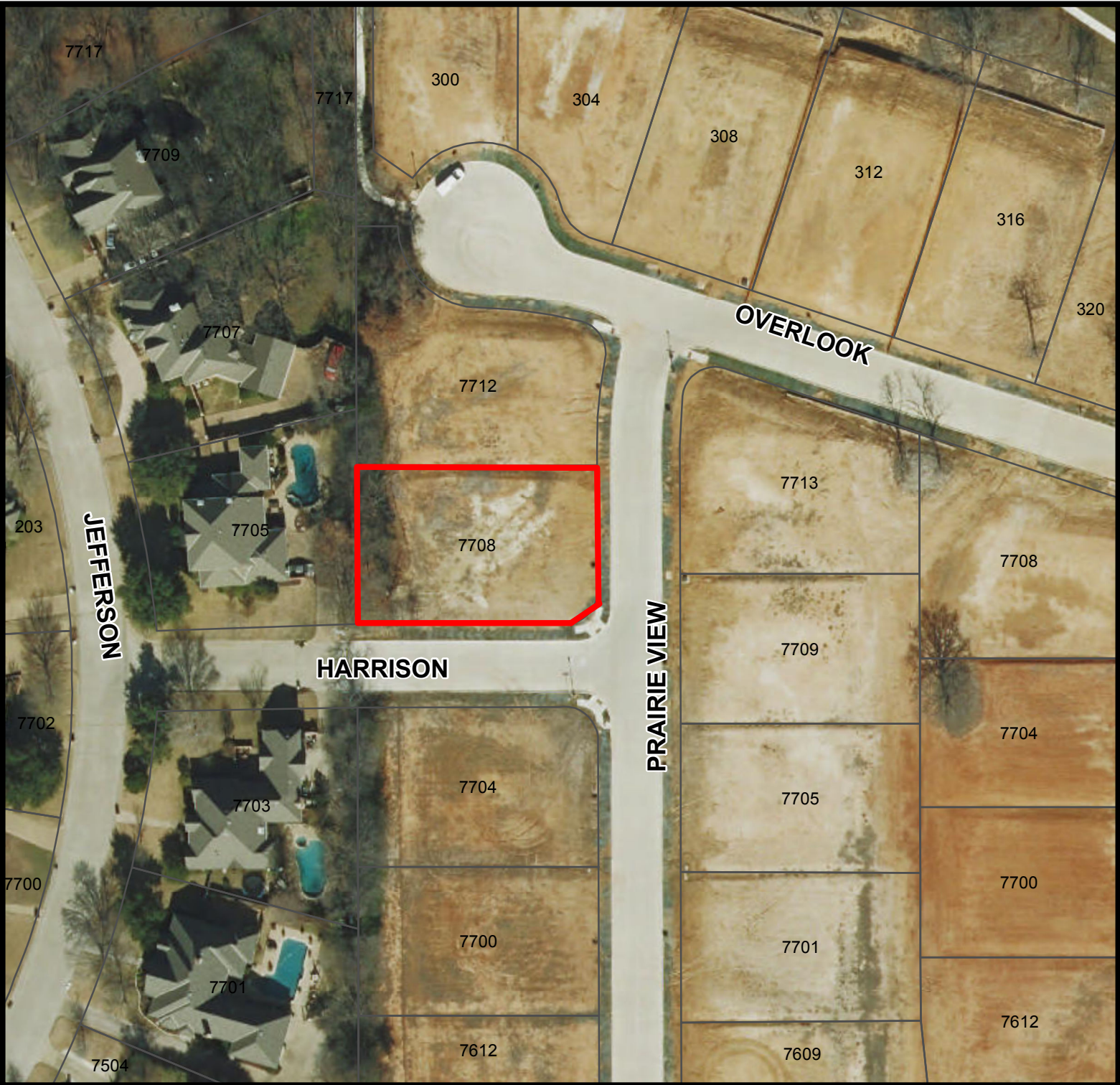
1 inch = 83 feet

Vicinity Map



DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.

AERIAL MAP

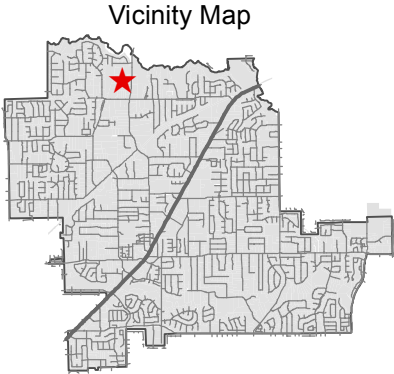


GC17-011
7708 PRAIRIE VIEW DRIVE

 Subject Property



1 inch = 83 feet



DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.

Statement of Planning Objectives

April 27, 2017

City of Colleyville
Community Development Department
Shane Pace

Dear Shane:

In response to your Initial Staff Comments letter of April 25, 2017 I am providing written documentation describing the existing conditions/hardship which prevent compliance with the requirement of Section 5.13.

Also included is a Tree Planting Plan identifying the location, species, and size of all proposed replacement trees.

My wife and I appreciate the attention that you have given us on this matter.

A handwritten signature in black ink, appearing to read 'BAT', followed by a long horizontal line extending to the right.

Bob Buttrill

Statement of Planning Objectives

Section 5.13 (Penalties and Violations) requires that we replace three times the amount of the trees removed (32"). That would be 96" of replacement trees.

Our home is situated on approximately a 1/3 acre corner lot with a side walk on two sides. We currently have four new 5" caliper trees in the yard. Our existing plans are to add 4 more 4" caliper trees, plus 5 large multiple branch crepe myrtles, a large ornamental tree, and 10-12 oversized wax myrtles.

As stated in our *Statement of Planning Objectives* we had every intention of replacing the 32" of trees that we removed. In fact replacement will likely exceed that number by several inches. It has always been integral part of our overall landscape plan.

96" of trees would be 24, 4" caliper trees. There is simply no place to plant that many trees in the yard. Further, the expense would likely be in the \$14-15,000 dollar range which would be a serious financial hardship on our family.

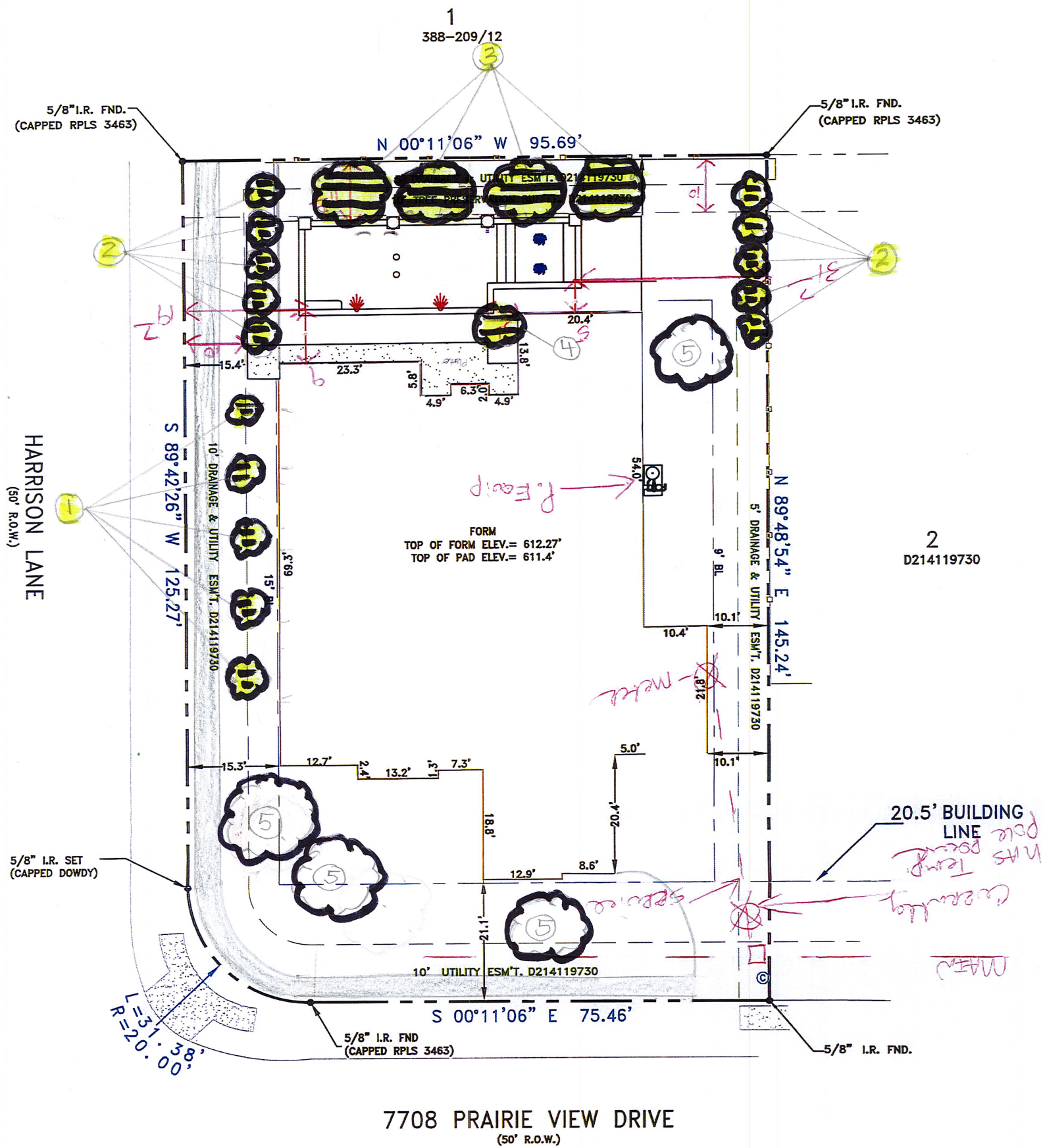
We respectfully request that we are allowed to limit our replacement to what we removed – 32 inches.

Statement of Planning Objectives

1. 6' – 7' tall multiple branch crepe myrtle
2. 4' – 5' tall wax myrtle privacy hedge
3. 4" caliper tree (Red Oak or equivalent)
4. 6' – 7' tall ornamental tree
5. Existing 5" caliper trees that were installed with the new home construction
(These would allow us an approximately 8" credit toward tree replacement)

Statement of Planning Objectives

REFERENCE NO: 160407058
BUILDER: TOLL BROTHERS
FORM SURVEY
DATE: 6-17-16



7708 PRAIRIE VIEW DRIVE
(50' R.O.W.)

LEGEND

BARB/CHAINLINK FENCE —X—

IRON FENCE —□—

WOOD FENCE —▣—

TELEPHONE —T—

ELECTRIC —E—

*=CONTROL MONUMENT

WOOD	STONE	TILE
CONCRETE	BRICK	ASPHALT

UTILITY LEGEND

GAS METER: [Symbol]	CABLE BOX: [Symbol]
TEL. PED: [Symbol]	ELEC. BOX: [Symbol]
FIRE HYDRANT: [Symbol]	TRANSFORMER: [Symbol]
LIGHT POLE: [Symbol]	SIGN: [Symbol]
WATER METER: [Symbol]	MANHOLE: [Symbol]
WATER VALVE: [Symbol]	AREA DRAIN: [Symbol]

PROPERTY DESCRIPTION: Lot 1, Block 3, of The Overlook at Big Bear Creek, an Addition to the City of Colleyville, Tarrant County, Texas, according to the map or plat thereof recorded in Clerk's File No. D214119730, Plat Records, Tarrant County, Texas.

SURVEYOR'S STATEMENT: The undersigned Registered Professional Land Surveyors certifies that; this plat of survey and the property description set forth hereon are a true representation of facts found at the time an actual on-the-ground survey; such survey was conducted by the surveyor, or under his supervision; all monuments shown hereon exist and the location, size, and type of material are correctly shown; the location of form or slab are as shown hereon.

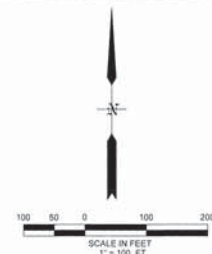


Allen L. Brewster, R.P.L.S. No. 4054
DOWDY LAND-SURVEYORS, INC.
6850 MANHATTAN BLVD. SUITE 310
FORT WORTH, TEXAS 76120
(817) 429-9898
T.B.P.L.S. FIRM NO. 100463-00



Plat Exhibit

- NOTES
- BUILDING LINES FOR ALL LOTS TO BE AS FOLLOWS:
FRONT - 20' FOR SIDE FACING GARAGE
FRONT - 30' FOR FRONT FACING GARAGE
REAR - 25' FOR MAIN STRUCTURE
REAR - 10' FOR ACCESSORY STRUCTURE
SIDE - 10' INTERIOR
SIDE - 15' ALONG RIGHT-OF-WAY (NONKEY LOTS)
SIDE - 20' ALONG RIGHT-OF-WAY (KEY LOTS)
 - NO DIRECT ACCESS FROM INDIVIDUAL LOTS SHALL BE ALLOWED TO PLEASANT RUN ROAD.
 - ALL PRIVATE OPEN SPACE AREAS WILL BE MAINTAINED AND OWNED BY THE HOMEOWNER'S ASSOCIATION.
 - A UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL PROPOSED FRONT LOT LINES AND RIGHTS-OF-WAY.
 - A DRAINAGE AND UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL SIDE AND REAR LOT LINES.
 - BEARING BASIS IS NAD83 TEXAS NORTH CENTRAL ZONE 4352 ACCORDING TO OBSERVATIONS FROM THE CITY OF COLLEVILLE GPS MONUMENT NOS. 28 AND 75.
 - THIS SUBDIVISION WAS CURRENTLY UNDER CONSTRUCTION AT THE TIME OF FILING THIS PLAT AND THE LOT CORNERS WERE NOT SET AT THIS TIME. ALL LOT CORNERS WILL BE SET AT SUCH TIME WHEN THE CONSTRUCTION OF ALL UTILITIES, PAVING, ETC. HAS BEEN COMPLETED. A 5/8" IRON ROD WITH A YELLOW CAP STAMPED "RPLS 3887" WILL BE SET AT ALL LOT CORNERS AND R.O.W. POINTS LOCATED ON NATURAL GROUND WHEREVER POSSIBLE. AN "X" CUT OR P X MARK WILL BE SUBSTITUTED FOR ANY LOT CORNER LOCATED ON A SMOOTH OR ROUGH CONCRETE SURFACE SUCH AS SIDEWALKS, PAVEMENT OR RETAINING WALLS, WHEREVER POSSIBLE.
 - A DRAINAGE EASEMENT IS HEREBY DEDICATED OVER AND ACROSS PRIVATE OPEN SPACE LOT 24X.
 - A PORTION OF THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE AE SPECIAL FLOOD HAZARD AREAS WITH BASE FLOOD ELEVATIONS DETERMINED SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD AND THE ASSOCIATED FLOODWAY. WITH THE REMAINDER OF THE PROPERTY WITHIN FLOOD ZONE X AS INDICATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FIRM PANEL NO. 44402000K, EFFECTIVE DATE: SEPTEMBER 25, 2009. THE EXISTING EFFECTIVE FLOODPLAIN BOUNDARIES SHOWN HEREON WERE ESTABLISHED BY MGA CONSULTING, INC. BASED ON THE BASE FLOOD ELEVATIONS SHOWN ON THE FEMA FIRM PANELS AND FIELD TOPOGRAPHIC SURVEYS. THE LOCATION OF THE DRAINAGE EASEMENT SHOWN FOR THE PROPOSED CONDITIONS 100-YR FLOODPLAIN IS BASED ON THE PROPOSED GRADING PLAN AND THE DETAILED DRAINAGE STUDY PREPARED FOR THE PROJECT. THE FLOODPLAIN AND DRAINAGE EASEMENT LOCATIONS SHOWN SHALL CREATE NO LIABILITY ON THE PART OF THE SURVEYOR. NO IMPROVEMENTS SHALL BE PLACED WITHIN THE FLOODPLAIN AND ANY FILLING OR OTHER IMPROVEMENTS PLACED WITHIN ZONE AE SHALL REQUIRE REVIEW AND APPROVAL FROM THE CITY OF COLLEVILLE PRIOR TO CONSTRUCTION OF SUCH IMPROVEMENTS OR FILL MATERIAL, BEING PLACED. THE FLOODPLAIN SHALL BE REVIEWED THROUGH THE STANDARD LOMB PROCESS BASED ON THE FINAL DRAINAGE STUDY AND CORRESPONDING GRADING PLAN. AS SUCH, THE FLOODPLAIN SHALL BE REVIEWED IN CONJUNCTION WITH THE CONSTRUCTION OF THE IMPROVEMENTS FOR THE SUBDIVISION. THE ACTUAL EASEMENT SHALL BE FILED BY SEPARATE INSTRUMENT.
 - THE LOCATION OF THE GAS WELL BUFFER EASEMENT SHOWN IS BASED ON A 300' OFFSET FROM THE FUTURE TANK BATTERY LOCATION PER THE SITE PLAN APPROVED AS PART OF THE SPECIAL USE PERMIT AUTHORIZED BY ORDINANCE 0-15-1778. NO STRUCTURE INTENDED FOR HUMAN OCCUPANCY MAY BE CONSTRUCTED WITHIN THE EASEMENT PER THE REQUIREMENTS OF SECTION 3.1.14.03.0 OF THE LAND DEVELOPMENT CODE.
 - PER SECTION 410.4 OF ORDINANCE 0-15-1778, NO BUILDING, STRUCTURE, OR OTHER DEVELOPMENT WITHIN THIS PLAT, INCLUDING ANY ROADS AND PARKS, SHALL TRIGGER ANY SETBACK REQUIREMENT FOR THE PROPOSED PROJECT.



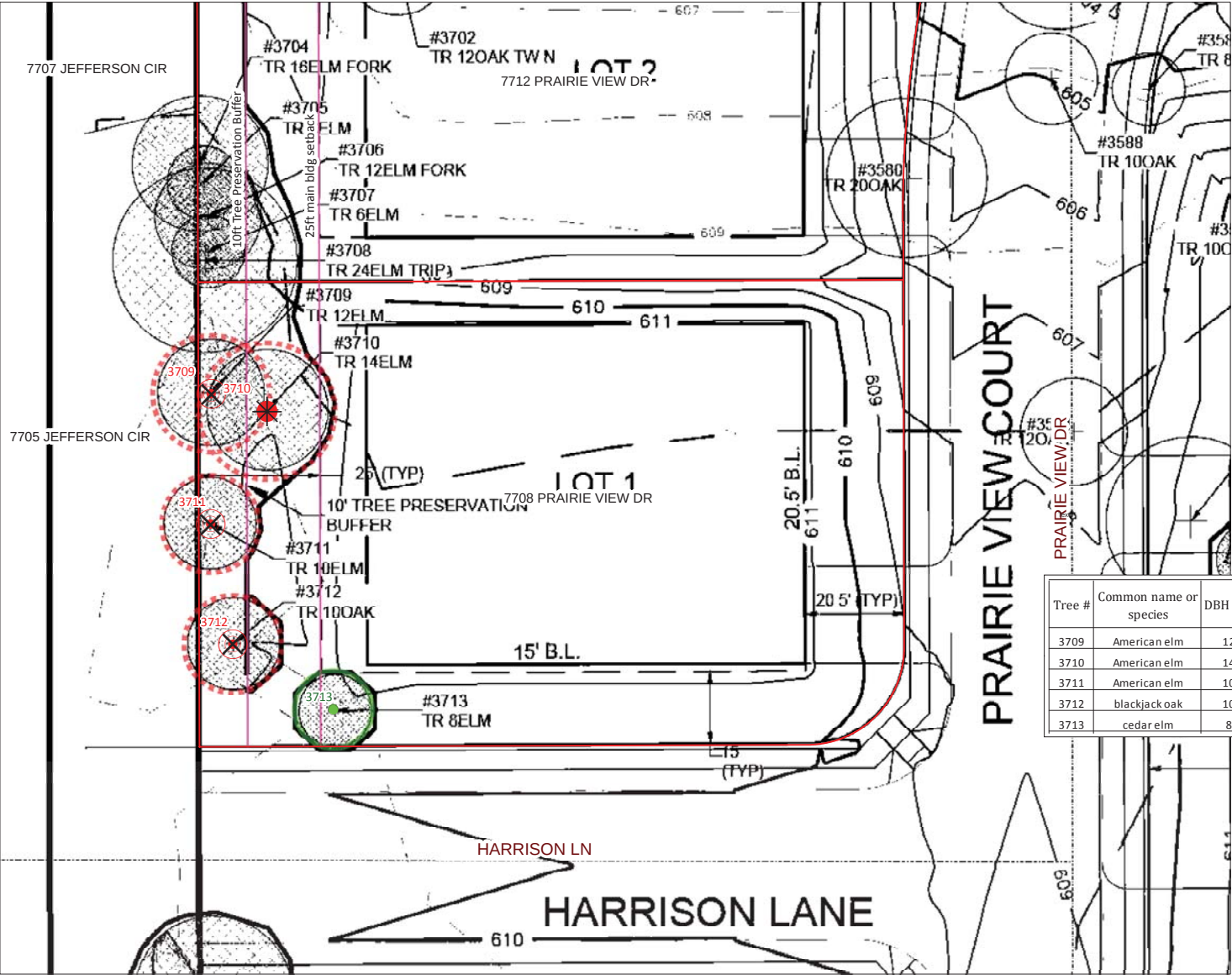
VICINITY MAP

CURVE TABLE						LINE TABLE			LINE TABLE			
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD	LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
C1	24°43'31"	250.00	54.87	108.03	S 79°24'34" W	107.19	L1	N 88°28'31" W	50.00	L27	N 59°23'31" E	15.00
C2	23°17'30"	250.00	51.52	101.81	S 79°24'18" W	100.31	L2	N 18°02'49" E	7.10	L28	N 34°24'20" W	80.00
C3	11°32'09"	250.00	28.25	50.33	N 84°11'01" W	50.29	L3	S 18°02'49" W	7.10	L29	N 79°24'20" W	141.42
C4	11°32'09"	250.00	28.25	50.33	N 84°11'01" W	50.29	L4	N 00°11'13" W	25.00	L30	S 18°02'49" W	28.00
C5	11°32'09"	250.00	29.21	50.29	S 84°17'25" W	50.18	L5	S 01°13'09" W	1.00	L31	N 71°32'11" W	8.00
C6	11°32'09"	250.00	29.21	50.29	S 84°17'25" W	50.18	L6	N 88°28'31" W	32.82	L32	N 18°02'49" E	10.00
C7	11°32'09"	250.00	40.12	79.55	N 08°58'52" E	79.22	L7	N 01°31'09" E	177.60	L33	N 71°32'11" W	172.00
C8	34°37'58"	250.00	77.99	151.11	N 17°12'59" W	148.82	L8	S 84°12'34" W	510.71	L34	S 18°02'49" W	20.00
C9	32°37'18"	250.00	131.03	243.38	S 81°48'14" W	234.92	L9	S 02°02'54" W	191.27	L35	N 71°32'11" W	8.00
C10	18°14'00"	250.00	40.12	79.55	N 81°04'12" W	79.22	L10	S 88°28'31" E	22.86	L36	N 18°02'49" E	20.00
C11	18°14'00"	250.00	40.12	79.55	S 88°28'31" W	79.22	L11	S 02°02'54" W	48.04	L37	N 71°32'11" W	172.00
C12	30°00'00"	250.00	8.00	14.14	S 48°12'09" W	12.73	L12	N 88°28'47" E	24.92	L38	S 18°02'49" W	20.00
C13	3°48'48"	275.00	27.80	43.60	S 90°58'40" W	43.67	L13	N 59°18'18" W	28.17	L39	N 71°32'11" W	8.00
C14	18°12'03"	250.00	19.70	37.22	N 14°47'32" E	4.46	L14	S 01°02'00" E	30.00	L40	N 18°02'49" E	20.00
C15	20°18'06"	224.50	40.19	79.55	N 78°02'12" E	79.13	L15	N 01°30'00" W	33.88	L41	N 71°32'11" W	78.00
C16	34°14'40"	8.00	8.02	14.00	S 40°58'16" E	13.08	L16	S 40°58'16" E	43.77	L42	N 71°32'11" W	78.00
C17	7°30'18"	20.00	15.49	28.30	S 38°14'00" E	24.49	L17	N 67°27'08" W	88.73	L43	S 18°02'49" W	20.00
C18	14°29'42"	20.00	2.54	5.00	S 81°14'00" E	5.00	L18	N 02°02'54" W	80.17	L44	N 71°32'11" W	8.00
C19	14°58'52"	240.00	31.62	62.88	N 64°51'43" E	62.70	L19	N 88°18'12" E	120.00	L45	N 18°02'49" E	20.00
C20	9°48'59"	240.00	20.07	41.04	N 71°38'58" E	40.99	L20	N 02°12'20" W	211.10	L46	N 71°32'11" W	78.00
C21	10°14'00"	20.00	20.08	31.30	N 64°58'54" E	28.34	L21	S 82°54'53" W	15.00	L47	S 18°02'49" W	20.00
C22	82°37'50"	20.00	17.58	28.84	S 30°38'16" E	28.41	L22	N 26°32'39" E	8.00	L48	N 71°32'11" W	8.00
C23	100°38'25"	20.00	24.11	35.13	N 57°43'37" E	35.78	L23	N 63°34'53" E	15.00	L49	N 18°02'49" E	20.00
C24	48°34'33"	50.00	12.97	24.38	N 23°20'57" E	23.72	L24	N 34°24'20" W	180.99	L50	N 71°32'11" W	80.00
C25	30°38'22"	50.00	17.94	34.40	N 27°08'08" W	33.77	L25	S 80°53'31" W	15.00	L51	N 47°58'58" W	188.00
C26	40°24'40"	50.00	18.40	35.47	S 20°30'27" W	34.68	L26	N 34°24'20" W	8.00	L52	N 71°32'11" W	80.00
C27	40°24'40"	50.00	18.47	35.48	S 20°30'27" W	34.72	L27	N 34°24'20" W	8.00	L53	N 71°32'11" W	80.00
C28	30°06'28"	20.00	20.04	31.40	S 48°14'32" E	28.37	L28	S 88°28'31" W	15.00	L54	N 71°32'11" W	80.00
C29	50°53'32"	20.00	19.90	31.30	S 44°48'40" E	28.38	L29	S 88°28'31" W	15.00	L55	N 71°32'11" W	80.00
C30	50°53'32"	20.00	19.90	31.30	S 44°48'40" E	28.38	L30	S 88°28'31" W	15.00	L56	N 71°32'11" W	80.00
C31	34°54'55"	50.00	19.70	37.22	S 17°18'14" W	30.00	L31	S 88°28'31" W	15.00	L57	N 71°32'11" W	80.00
C32	50°58'31"	50.00	17.60	31.84	N 48°01'04" E	30.37	L32	S 88°28'31" W	15.00	L58	N 71°32'11" W	80.00
C33	33°07'23"	50.00	8.92	17.34	N 38°51'50" E	17.10	L33	S 88°28'31" W	15.00	L59	N 71°32'11" W	80.00
C34	33°07'23"	50.00	8.92	17.34	N 38°51'50" E	17.10	L34	S 88°28'31" W	15.00	L60	N 71°32'11" W	80.00
C35	108°23'06"	20.00	28.25	50.33	N 82°38'04" W	51.82	L35	S 88°28'31" W	15.00	L61	N 71°32'11" W	80.00
C36	22°03'53"	225.00	43.87	88.69	S 82°38'25" W	88.11	L36	S 88°28'31" W	15.00	L62	N 71°32'11" W	80.00
C37	19°13'52"	250.00	44.04	87.25	S 82°14'04" W	86.84	L37	S 88°28'31" W	15.00	L63	N 71°32'11" W	80.00
C38	19°08'54"	250.00	34.40	68.40	S 79°25'22" W	68.20	L38	S 88°28'31" W	15.00	L64	N 71°32'11" W	80.00
C39	89°27'19"	20.00	18.47	28.82	S 64°14'47" W	27.14	L39	S 88°28'31" W	15.00	L65	N 71°32'11" W	80.00
C40	89°29'24"	20.00	20.00	31.41	S 45°03'12" W	28.28	L40	S 88°28'31" W	15.00	L66	N 71°32'11" W	80.00
C41	89°46'00"	20.00	19.82	31.33	S 45°08'54" W	28.23	L41	S 88°28'31" W	15.00	L67	N 71°32'11" W	80.00
C42	50°00'00"	20.00	24.11	35.13	N 64°58'54" E	35.78	L42	S 88°28'31" W	15.00	L68	N 71°32'11" W	80.00
C43	50°00'00"	20.00	24.11	35.13	N 64°58'54" E	35.78	L43	S 88°28'31" W	15.00	L69	N 71°32'11" W	80.00
C44	50°11'00"	300.00	300.00	400.00	N 42°30'42" E	400.00	L44	S 88°28'31" W	15.00	L70	N 71°32'11" W	80.00
C45	57°44'40"	300.00	300.00	400.00	S 52°31'28" E	400.00	L45	S 88°28'31" W	15.00	L71	N 71°32'11" W	80.00
C46	50°00'00"	100.00	100.00	157.08	S 73°24'28" E	141.42	L46	S 88°28'31" W	15.00	L72	N 71°32'11" W	80.00

- LEGEND
- B.L. BUILDING LINE
 - D.E. DRAINAGE EASEMENT
 - U.E. UTILITY EASEMENT
 - S.S.E. SANITARY SEWER EASEMENT
 - T.R.A.E. TRINITY RIVER AUTHORITY EASEMENT
 - W.M.E. WALL MAINTENANCE EASEMENT
 - C.M. CONTROL MONUMENT
 - IR.P. IRON ROD FOUND
 - IR.S. 5/8" IRON ROD SET WITH YELLOW CAP STAMPED "RPLS 3887"
 - P.K. PAIL FOUND
 - P.O. POINT FOR CORNER IN CREEK
 - D.E.D. DEED RECORDS, TARRANT COUNTY, TEXAS
 - P.R.T.C. PLAT RECORDS, TARRANT COUNTY, TEXAS
 - M.B.M. MINOR FINISH FLOOR ELEVATION
 - B.L. BLOCK NUMBER

FINAL PLAT
THE OVERLOOK AT BIG BEAR CREEK
 CITY OF COLLEVILLE, TARRANT COUNTY, TEXAS
 BEING 53.234 ACRES IN THE
 WM. E. CROOKS SURVEY, ABSTRACT NO. 295
 AND THE HALL MEDLIN SURVEY, ABSTRACT NO. 1038
 MAY 2014

GIS Exhibit



City of Colleyville Features

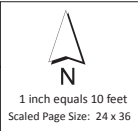
- Property Boundaries
- Setbacks/Buffers
- Existing Trees
 - To be preserved
 - Dead, declining, or hazardous
 - Unauthorized Removal
- Tree Root Zone/Canopy
 - Removed
 - Preserved

Tree #	Common name or species	DBH (in)	Preservation Status	Violation Mitigation	Comments
3709	American elm	12	illegal removal	36	removed without a permit post final inspection
3710	American elm	14	removed		dead (confirmed dead prior to development) - no mitigation
3711	American elm	10	illegal removal	30	removed without a permit post final inspection
3712	blackjack oak	10	illegal removal	30	removed without a permit post final inspection
3713	cedar elm	8	preserved		

GC17-011
7708 Prairie View Drive
GIS Exhibit A

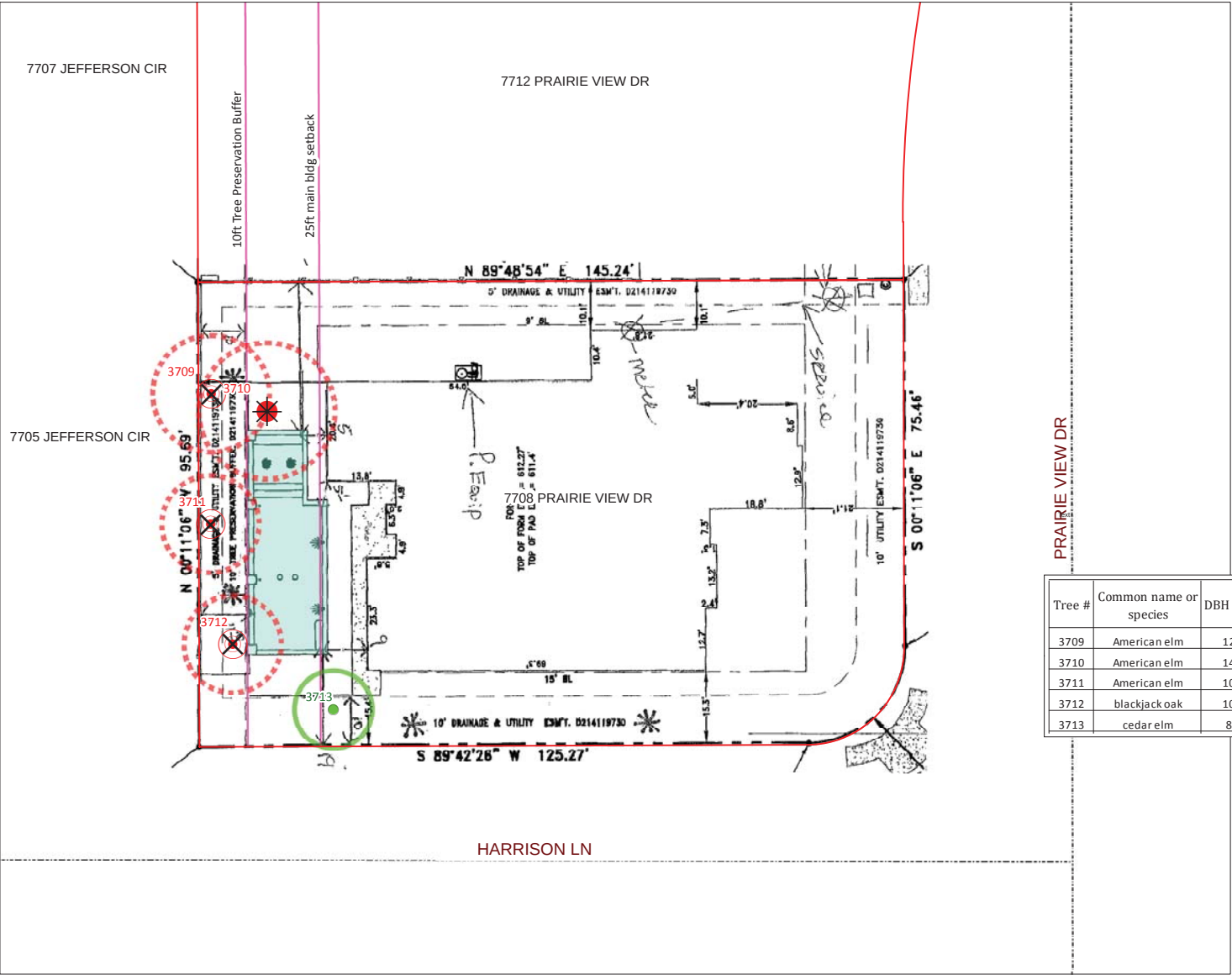


Background Image:
The Overlook at Big Bear Creek
Tree Preservation Plan



Prepared by: Caleb Tandy, ISA Certified Arborist (TX-3710A)
Urban Forester, City of Colleyville
Date: 4/7/2017

GIS Exhibit



City of Colleyville Features

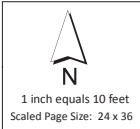
- Property Boundaries
- Setbacks/Buffers
- Proposed Outdoor Hardscape
- Pool under construction
- Existing Trees
 - To be preserved
 - Dead, declining, or hazardous
 - Unauthorized Removal
- Tree Root Zone/Canopy
 - Removed
 - Preserved

Tree #	Common name or species	DBH (in)	Preservation Status	Violation Mitigation	Comments
3709	American elm	12	illegal removal	36	removed without a permit post final inspection
3710	American elm	14	removed		dead (confirmed dead prior to development) - no mitigation
3711	American elm	10	illegal removal	30	removed without a permit post final inspection
3712	blackjack oak	10	illegal removal	30	removed without a permit post final inspection
3713	cedar elm	8	preserved		

GC17-011
7708 Prairie View Drive
GIS Exhibit B



Background Image:
7708 Prairie View Dr. Site & Pool Plan





Prepared by: Caleb Tandy, ISA Certified Arborist (TX-3710A)
Urban Forester, City of Colleyville

Date: 4/7/2017

Site Picture Exhibit



Site Picture Exhibit



Site Picture Exhibit





Violation Notice Exhibit

CITY OF COLLEYVILLE COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE OF VIOLATION

DATE 3/28/2017

TO BOB AND LINDA BUTTRILL
7708 PRAIRIE VIEW DRIVE
COLLEYVILLE, TX 76034

FROM Caleb Tandy, Urban Forester
100 Main Street
Colleyville, TX 76034
817-503-1055/ctandy@colleyville.com

SUBJECT Tree removal at 7708 Prairie View Drive

During a site visit to investigate possible unauthorized tree removal on the subject property, I found that three trees that were required to be preserved were removed without a permit (Trees # 3709, 3711, and 3712 on attached Exhibit A). The trees were existing, healthy, and structurally sound at the time of final building inspection. All three trees were shown to be preserved on the Tree Preservation Plan for The Overlook at Big Bear Creek. All three trees were in a ten (10) foot Tree Preservation Buffer as shown on the recorded plat. The Planned Unit Development Zoning for this property (Ordinance O-13-1875) requires that all trees in that buffer are preserved.

Ninety six (96) inches of new tree planting must be provided for the removed trees per the codes below and the City of Colleyville will be issuing citations for the three trees removed. **Your response is required within 10 business days of receipt of this letter. Failure to respond or provided the required mitigation may result in additional citations.** Please respond to Caleb Tandy, Urban Forester (contact info above).

The following is a list of the violations to the Land Development Code or other Ordinances that have occurred, as well as the corresponding code and ordinance language.

VIOLATION 1: Removal of three trees without a permit.

➤ Land Development Code Section 5.5

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

➤ Land Development Code Section 5.13

Violation Notice Exhibit

CODE VIOLATIONS 7708 PRAIRIE VIEW DRIVE

- A. *Civil Penalties: If any protected tree is removed from any real property without a tree removal permit, or if a protected tree is injured during construction where an active tree removal permit has been issued because of failure to follow required tree protection measures of this chapter such that the tree dies or may reasonably be expected to die, the City shall have the authority to impose the following penalty:*
- 1. The violator shall plant new trees at a rate that is three times the diameter inches of tree(s) removed. All plantings shall meet the requirements of Section 5.12. For example, if a 20 inch diameter width tree is removed in violation of this Chapter, then a minimum of 60 inches of new trees shall be planted. A planting plan for the new trees shall be provided to the Administrative Official no later than 30 days from the date of the offense. The new trees shall be planted no later than 90 days from the date of the offense or, if the site is under construction, the new trees shall be planted when all other required landscaping and/or mitigation is planted. The City shall have the authority to hold any development related administrative approvals for the property on which the violation occurred and may impose a stop work order until the penalty is addressed through the submittal of an approved planting plan and/or the planting of new trees. In the event that the trees are not planted within the prescribed timeframe, the City may delay any related administrative approvals for the property and may impose a lien on the property until such time the trees are planted.*
 - 2. If the violator, due to property constraints or other impediments, cannot plant the required new trees mentioned in Section One, the violator may petition the City Council through the appeal process mentioned in Section 5.14 to allow a monetary penalty in lieu of the above planting requirements. Said monetary penalty shall be a minimum of \$750.00 per caliper inch of diameter width of the protected tree(s) removed or damaged, payable to the tree preservation fund mentioned above. If a tree is removed without authorization and the size of the tree cannot be determined given the lack of a tree survey or other official documentation, then the minimum penalty shall be \$15,000.00 per tree. If approved by the City Council, said penalties shall be paid no later than 30 days from the action of the City Council. The City shall have the authority to hold any development related administrative approvals for the property on which the violation occurred and may impose a stop work order until the penalty is paid. In the event that the penalty is not paid within the prescribed timeframe, the City may impose a lien on the property until such time the penalty is paid.*
- B. *Criminal Penalty: In addition to the civil penalties of this chapter, any person violating or failing to comply with any provision or requirement of this Chapter, including but not limited to the mitigation requirements of this section, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall, without exception, be fined the maximum amount of \$2,000.00. A separate offense shall be deemed committed upon each day during or on which each separate violation or failure to comply occurs or continues to occur and shall be punishable as such.*

Violation 2: Removal of trees from a tree preservation buffer.

Violation Notice Exhibit

CODE VIOLATIONS
7708 PRAIRIE VIEW DRIVE

- Ordinance O-13-1875 – PUD-R Zoning for the subject property

Section 4(8)e. A minimum ten (10) foot tree preservation buffer shall be located along the entire length of the western boundary of the development. All trees located within said buffer shall be preserved in place as shown on the required tree survey at the time of platting. No trees may be removed from this buffer area without a tree removal permit. Section 5(8)C(5) of the Land Development Code exempting residents from the removal requirements shall not apply to said buffer area. Maintenance of the buffer shall be the responsibility of each homeowner.

Section 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars 2, 000.00) for each offense.

Attachments:

Exhibit A: Tree Removal Map

Exhibit B: Tree Preservation Plan for The Overlook at Big Bear Creek

Exhibit C: Recorded Plat of The Overlook at Big Bear Creek

Exhibit D: PUD-R zoning ordinance O-13-1875 for The Overlook at Big Bear Creek.

Current PUD-R Ordinance

ORDINANCE O-13-1875

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF COLLEYVILLE, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON 53.2 ACRES ON TRACTS 1F AND 1G, ABSTRACT 1038 OF THE HALL MEDLIN SURVEY AND TRACTS 1A02 AND 1C, ABSTRACT 295 OF THE WILLIAM E. CROOKS SURVEY LOCATED AT 7612 AND 7624 PLEASANT RUN ROAD FROM THE AG-AGRICULTURAL ZONING DISTRICT TO THE PUD-R-PLANNED UNIT DEVELOPMENT RESIDENTIAL ZONING DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a rezoning under Case No. ZC13-001; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to enact a new zoning ordinance; and

WHEREAS, the City Council has appointed a Planning and Zoning Commission to recommend the boundaries of the various original zoning districts and appropriate regulations be enforced therein and to recommend a new zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has divided the City into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health, general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration, among other things, to the character of the districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

Current PUD-R Ordinance

Ordinance O-13-1875

Page 2 of 8

WHEREAS, the Planning and Zoning Commission of the City of Colleyville and the City of Colleyville City Council, in compliance with the Charter of the City of Colleyville, and State Law with reference to changes to zoning classifications under the Zoning Ordinance Regulations and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Colleyville is of the opinion that said change in zoning should be made.

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

- Sec. 1. THAT all the foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.
- Sec. 2. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by changing the zoning on 53.2 acres on Tracts 1F and 1G, Abstract 1038 of the Hall Medlin Survey and Tracts 1A02 and 1C, Abstract 295 of the William E. Crooks Survey located at 7612 and 7624 Pleasant Run Road from the AG-Agricultural zoning district to the PUD-R-Planned Unit Development Residential zoning district, as depicted in the attached Exhibit "A" and as described in Exhibit "B".
- Sec. 3. THAT the Official Zoning Map of the City of Colleyville be amended to incorporate the zoning change approved herein.
- Sec. 4. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The purpose of this PUD-R is for a single-family residential development of detached dwelling units, constructed at a gross maximum density of 1.4 dwelling units per acre as described in Exhibit "C". Exhibit "C" is attached herein for descriptive purposes only and shall not be referenced as a regulatory guide for the purpose of this ordinance.

Current PUD-R Ordinance

Ordinance O-13-1875

Page 3 of 8

- b. The proposed development is subject to all the regulations contained in the Land Development Code, except as amended by this ordinance.

2. DEVELOPMENT PLAN AND PLATTING

- a. The development shall be generally consistent with the conceptual site plan, Exhibit "D", which shall not be considered the preliminary plat. The lot arrangement may differ from that shown on the conceptual site plan to accommodate topographic, drainage, or other conditions. The actual street layout shall be consistent with Exhibit "D".
- b. The developer shall submit and receive approval from the City, a preliminary and final plat, approved in one or more phases, in accordance with the requirements of the Land Development Code prior to development of this PUD-R.

3. PERMITTED USES

- a. Single-family residences, detached
- b. Common open space areas

4. RESIDENTIAL LOT REQUIREMENTS AND SETBACKS

- a. Residential lot requirements and setbacks shall comply with the following provisions:
 - 1. The minimum lot width shall be 90 feet and the minimum lot depth shall be 70 feet.
 - 2. The minimum lot size shall be 13,000 square feet, with an average lot size of 16,050 square feet.
 - 3. The minimum front yard setbacks shall be 20 feet for lots with side facing garages so long as the distance from the back of curb to the primary structure is at least 30 feet, and 30 feet for lots with front facing garages.
 - 4. The minimum rear yard setbacks shall be:

Current PUD-R Ordinance

Ordinance O-13-1875

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- a. From the main structure: 25 feet
 - b. From an accessory structure: 10 feet
- 5. The minimum side yard setbacks shall be 9 feet.
- 6. The maximum building height shall be 35 feet.
- 7. For lots located on cul-de-sacs and half cul-de-sacs, the minimum lot width shall be 70 feet measured at the front yard setbacks and 35 feet measured at the right-of-way line.

5. RESIDENTIAL DESIGN REQUIREMENTS

The following requirements shall apply to all homes constructed in this development:

- a. The surface area of the front exterior wall, excluding windows, doors, gables, and covered porches shall be at least 85 percent masonry or hand-troweled, cement-based, three-coat stucco.
- b. The surface area of all side and rear walls shall be at least 75 percent masonry or hand-troweled, cement-based, three-coat stucco.
- c. Approved masonry materials shall adhere to the masonry materials allowed in Chapter 6-Building Design of the Land Development Code.
- d. Each residence shall contain a minimum of 3,000 feet of gross floor area.

6. OPEN SPACE

- a. This development shall provide a minimum of 30 percent common open space, which shall be configured as shown on Exhibit "D". All open space areas shall be landscaped and maintained by the homeowners association.

7. RESIDENTIAL DENSITY REQUIREMENTS

- a. Residential density shall not exceed 1.4 dwelling units per acre.

Current PUD-R Ordinance

Ordinance O-13-1875
Page 5 of 8

8. FENCING, SCREENING, BUFFERING AND TREES

- a. A wrought iron fence shall be constructed between the common open space in the Monticello development and common open space on the subject property. Said fence shall be constructed by the developer prior to the acceptance of final public improvements.
- b. A minimum of two, three (3) inch caliper, hardwood shade trees shall be planted on each lot at the time of new home construction.
- c. All lots shall be equipped with an irrigation system per the requirements of Chapter 4-Landscaping and Buffering in the Land Development Code.
- d. A minimum eight (8) foot solid masonry wall shall be constructed along the common property line of the development and the adjacent property to the south located at 7504 and 7404 Pleasant Run Road prior to the acceptance of final public improvements. Where adjacent to lots not used for residential purposes within this development, the wall may be constructed of wood. The wall shall be maintained by the homeowner's association.
- e. A minimum ten (10) foot tree preservation buffer shall be located along the entire length of the western boundary of the development. All trees located within said buffer shall be preserved in place as shown on the required tree survey at the time of platting. No trees may be removed from this buffer area without a tree removal permit. Section 5(8)C(5) of the Land Development Code exempting residents from the removal requirements shall not apply to said buffer area. Maintenance of the buffer shall be the responsibility of each homeowner.

9. SIDEWALKS AND TRAILS

- a. In lieu of constructing the required ten (10) foot trail along Pleasant Run Road, the developer shall pay into escrow the cost of constructing the trail as determined by the City Engineer, prior to the filing of the final plat for the development.

Current PUD-R Ordinance

Ordinance O-13-1875

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- b. The portion of the proposed interior park trail that traverses the open space of the development that is closest to Pleasant Run Road shall provide a stub for future connection to the Pleasant Run Road trail shown in the Colleyville Pathways Plan. Said portion of the interior park trail shall be located within a public access easement and shall be constructed by the developer prior to acceptance of final public improvements and shall be maintained by the homeowner's association.

10. GENERAL

- a. No building, structure, or other development within this PUD, including any roads and parks, shall trigger any setback requirement for future gas wells and related equipment located on the existing 13.2-acre pad site located directly south of the boundaries of this PUD (the "Existing Pad Site"), regardless of whether such gas wells and equipment are authorized by Ordinance O-10-1779 approving a Special Use Permit for the Existing Pad Site or are authorized by future approvals (if any) for the Existing Pad Site only by the City Council.
- b. Prior to the recordation of a final plat for any property within this PUD, an instrument shall be recorded in the deed records of Tarrant County, Texas, for the property within this PUD, providing all future purchasers of such property with notice of this paragraph. The form of such instrument shall be approved by the City Attorney. In addition, any rezoning of the property governed by this PUD, including, but not limited to, an amendment to this PUD, shall require that written notice be given to the gas well operator in the same manner that is required by Chapter 211 of the Texas Local Government Code for all property owners. Notices shall be sent to the gas well permittee based on the address on file with the City.

Sec. 5. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Current PUD-R Ordinance

Ordinance O-13-1875

Page 7 of 8

- Sec. 6. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.
- Sec. 7. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.
- Sec. 8. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.
- Sec. 9. THAT it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, and requires that this ordinance shall take effect immediately from and after its passage.

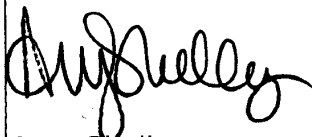
AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 4th day of June 2013.

The second reading and public hearing being conducted on the 18th day of June 2013.

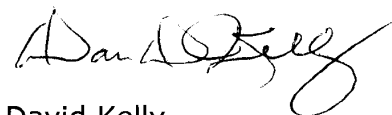
PASSED AND APPROVED by the City Council of the City of Colleyville, Texas, on this the 18th day of June 2013.

ATTEST:



Amy Shelley
City Secretary

CITY OF COLLEYVILLE

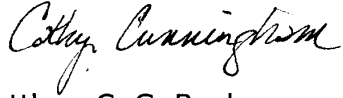


David Kelly
Mayor

Current PUD-R Ordinance

Ordinance O-13-1875
Page 8 of 8

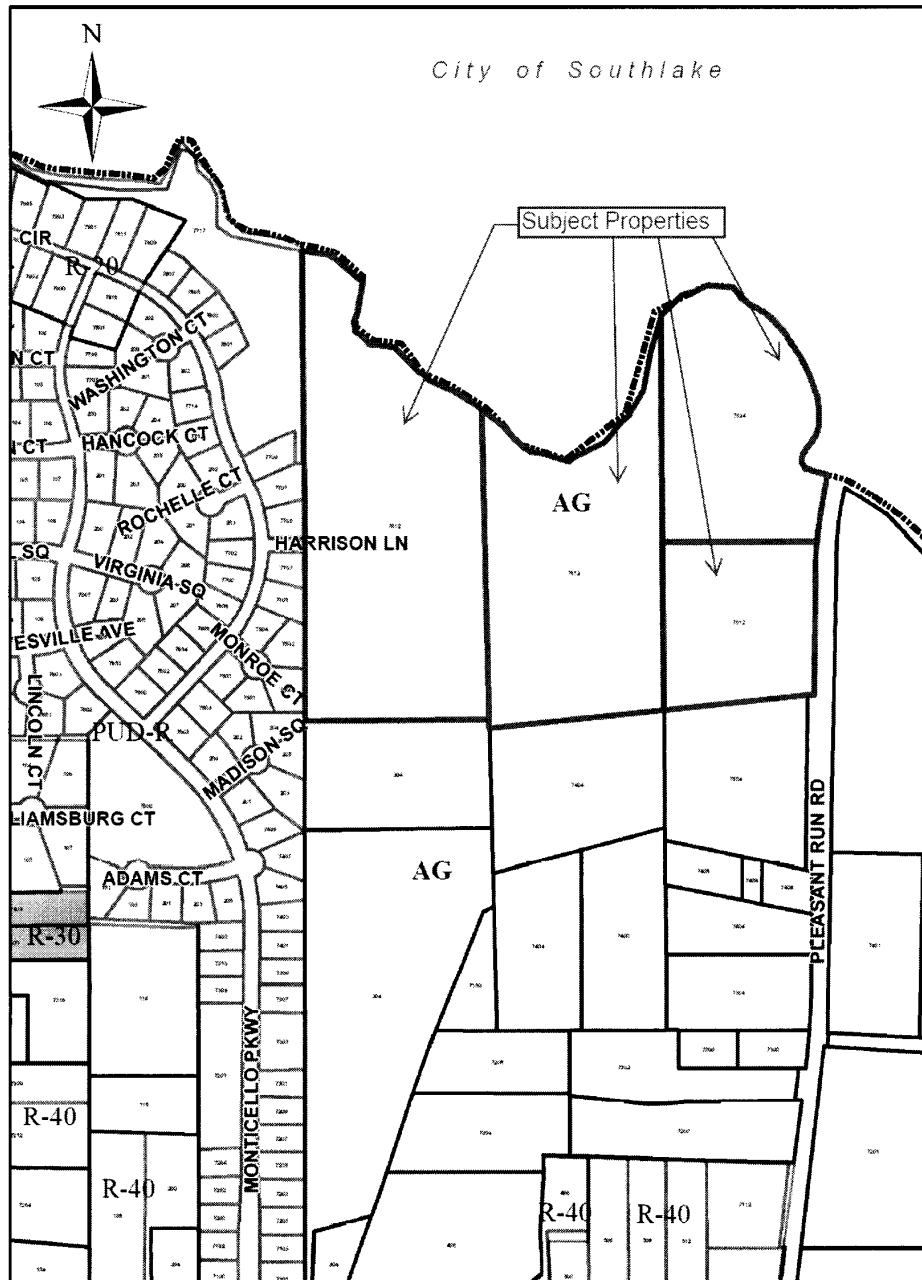
APPROVED AS TO FORM AND LEGALITY:



for Matthew C. G. Boyle
City Attorney

Current PUD-R Ordinance

Exhibit "A" – Location and Zoning Map



Current PUD-R Ordinance

Exhibit "B" – Legal Description

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE WM. E. CROOKS SURVEY, ABSTRACT NUMBER 295 AND THE HALL MEDLIN SURVEY, ABSTRACT NUMBER 1038, CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS AND BEING ALL OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO JOHN W. QUENICHET AND WIFE OBURN QUENICHET RECORDED IN VOLUME 4384, PAGE 871, TRACTS 1, 2 AND 3 AND IN VOLUME 4957, PAGE 297 OF COUNTY RECORDS, TARRANT COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 3/4 INCH IRON ROD, FOUND AT THE SOUTHWEST CORNER OF SAID QUENICHET TRACT RECORDED IN VOLUME 4957, PAGE 297 AND BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND CONVEYED TO THE ROBERT HIGHTOWER TESTAMENTARY TRUST, RECORDED IN VOLUME 13475, PAGE 388 OF SAID COUNTY RECORDS AND BEING IN THE WEST LINE OF MONTICELLO ADDITION, AN ADDITION TO THE CITY OF COLLEYVILLE, RECORDED IN VOLUME 388-209, PAGE 12 OF PLAT RECORDS, TARRANT COUNTY, TEXAS;

THENCE N 00°11'48" W, WITH THE WEST LINE OF SAID QUENICHET TRACT, AT 1548.07 FEET A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET, IN ALL 1648.07 FEET TO THE CENTERLINE OF BIG BEAR CREEK;

THENCE WITH THE CENTERLINE OF BIG BEAR CREEK THE FOLLOWING BEARINGS AND DISTANCES;

S 64°57'48" E, 130.00 FEET;
S 50°01'23" E, 140.00 FEET;
S 10°11'53" W, 174.00 FEET;
S 52°32'20" E, 86.00 FEET;
S 83°50'13" E, 104.00 FEET;
S 37°43'15" E, 143.00 FEET;
S 65°44'16" E, 104.00 FEET;
S 57°57'16" E, 140.00 FEET, THE NORTHWEST CORNER OF AFORESAID TRACT 3, FROM WHICH A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET, BEARS 00°29" W, 100.00 FEET;
S 40°13'40" E, 146.00 FEET;
S 59°50'53" E, 67.00 FEET;
S 74°42'01" E, 67.00 FEET,
N 89°44'42" E, 115.00 FEET;
N 47°35'35" E, 213.00 FEET;
N 27°22'07" E, 102.00 FEET;
N 15°46'45" E, 122.00 FEET;
N 21°31'34"E, AT 155.7 FEET THE NORTHEAST CORNER OF SAID TRACT 3 AND THE NORTHWEST CORNER OF SAID TRACT 1, FROM WHICH A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET, BEARS S 00°49" E, 100.00 FEET, IN ALL 171.00 FEET;
N 55°19'48" E, 100.00 FEET;
N 72°17'18" E, 100.00 FEET;
S 74°09'29" E, 75.00 FEET;
S 30°07'44" E, 69.00 FEET;
S 53°03'32" E, 180.00 FEET;
S 28°28'40" E, 170.00 FEET;
S 20°31'03" E, 105.00 FEET;
S 00°16'51" E, 80.00 FEET;
S 41°40'16" W, 109.00 FEET;
S 45°24'40" E, 115.00 FEET;

Current PUD-R Ordinance

Exhibit "B" – Legal Description Continued

THENCE S 75°34'46" E, 61.00 FEET TO THE INTERSECTION OF SAID BIG BEAR CREEK AND THE APPROXIMATE CENTERLINE OF PLEASANT RUN ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE S 10°21'30" W, 160.00 FEET WITH SAID APPROXIMATE CENTERLINE, TO THE SOUTHEAST CORNER OF AFOREMENTIONED TRACT 1 AND THE NORTHEAST CORNER OF SAID TRACT 2, FROM WHICH A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET, BEARS S 88°36" W, 100.00 FEET;

THENCE S 01°29'24" W, 612.63 FEET CONTINUING WITH SAID APPROXIMATE CENTERLINE TO THE SOUTHEAST CORNER OF SAID TRACT 2;

THENCE S 84°10'42" W, WITH THE SOUTH LINE OF SAID TRACT 2, AT 40.10 FEET THE NORTHEAST CORNER OF PARK PLACE ESTATES, AN ADDITION TO THE CITY OF COLLEYVILLE, RECORDED IN VOLUME 388-178, PAGE 14 OF SAID PLAT RECORDS, AT 100 FEET A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET, IN ALL 558.48 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "JACOBS" SET, AT THE SOUTHWEST CORNER OF SAID TRACT 2 AND THE SOUTHEAST CORNER OF SAID TRACT 3;

THENCE S 84°37'58" W, 654.81 FEET WITH THE SOUTH LINE OF SAID TRACT 3 AND THE NORTH LINE OF THAT TRACT OF LAND CONVEYED TO TRINITY CHRISTIAN CENTER OF SANTA ANNA, INC., RECORDED IN VOLUME 9325, PAGE 1004 OF SAID COUNTY RECORDS, TO A 3/8 INCH IRON ROD, FOUND AND BEING THE SOUTHWEST CORNER OF SAID TRACT 3 IN THE EAST LINE OF THE AFOREMENTIONED HIGHTOWER TRACT;

THENCE N 01°58'48" W, 106.71 FEET, WITH THE WEST LINE OF SAID HIGHTOWER TRACT, TO A 5/8 INCH IRON ROD, FOUND AT THE SOUTHEAST CORNER OF AFOREMENTIONED QUENICHET TRACT RECORDED IN VOLUME 4957, PAGE 297 OF SAID COUNTY RECORDS;

THENCE N 89°57'05" W, 652.16 FEET, WITH THE NORTH LINE OF SAID HIGHTOWER TRACT AND THE SOUTH LINE OF SAID QUENICHET TRACT, TO THE POINT OF BEGINNING AND CONTAINING 2,318,598 SQUARE FEET OR 53.228 ACRES OF LAND MORE OR LESS.

Current PUD-R Ordinance

Exhibit "C" – Statement of Planning Objectives

Planned Unit Development (PUD-R) for Overlook at Big Bear Creek Colleyville, Texas

HISTORY AND STATEMENT OF INTENT

Established in 1988, Wilbow Corporation, the Dallas based U.S. Operation, is a wholly-owned subsidiary of Wilbow Group Pty. Ltd. located in Melbourne, Australia. Wilbow is currently involved in numerous real estate developments in the Dallas/Fort Worth and Houston areas. Wilbow has been the recipient of numerous accolades and won Business and Industry Awards for Excellence in commercial property development including the Urban Design for Tribute at Mills Branch and the McSam award for Marketing of the Heritage residential community. Wilbow Corporation maintains an experienced and well-diversified professional staff with a combined 100 years of real estate development experience, and has consistently been ranked as one of north Texas' largest residential developers by the Dallas Business Journal. Wilbow's financial strength, experience and history of success mean that each development is thoughtfully planned and executed with efficiency and expertise that few other developers possess.

Wilbow Corporation, doing business as Pleasant Run Colleyville, Inc. (PRC), being the applicant and developer of the 53.2-acre "Overlook at Big Bear Creek" property, part of the Wm. E. Crooks Survey, Abstract No. 295, and part of the Hall Medlin Survey, Abstract No. 1038, hereby makes a request to rezone the property, currently zoned Agriculture (AG) per the August 2007 zoning map, to Planned Unit Development-Residential (PUD-R). With PUD-R zoning, the use will be consistent with the adjacent single-family zoning designations and Colleyville's Future Land Use Plan 2025 which designates the property as "Single Family Residential".

PROJECT LOCATION & DESCRIPTION

The Overlook at Big Bear Creek (The Overlook) is located along the north central Colleyville border with Southlake, adjacent to Pleasant Run Road on the east and the Monticello neighborhood to the west. The north property line generally follows the centerline of Big Bear Creek, the same being the municipal

Current PUD-R Ordinance

Exhibit "C" – Statement of Planning Objectives (Continued)

boundary. The property is bordered on the south by the Titan well site and undeveloped agricultural land. The property is a generally rectangular, 53.228 acre tract that consists of four smaller parcels, each formally owned by John W. and Oburn Quenichet. Overlook will be developed into approximately 73 single-family home sites and additional open space lots, for a density of **1.37 dwelling units per gross acre**, well below the allowed maximum residential density of 1.8 dwelling units per gross acre. Each home site shall be a minimum of 13,000 square feet however, the average lot size shall be approximately 16,000 square feet.

SITE ZONING AND PLANNED DEVELOPMENT STANDARDS

The zoning classification for The Overlook shall be Planned Unit Development-R "PUD-R" and shall be developed according to the following standards:

Item	PUD-R Zoning	Proposed Zoning
Minimum Lot Size	13,000 Square Feet	13,000 Square Feet
Average Lot Size	16,000 Square Feet	16,050 Square Feet
Minimum Lot Width	100 feet	90 feet
Minimum Front Yard	30 feet	20 feet
Minimum Side Yard	10 feet	9 feet
Minimum Rear Yard	25 feet	25 feet for main structure 10 feet for ancillary structures
Maximum Building Height	30 feet	35 feet measured from high point on lot to top of roof line

BUILDING SETBACK PROVISION

Special consideration of reduced lot width is hereby requested for lots located on cul-de-sacs and those located on 90-degree elbows in the streets. The minimum lot width for such lots measured at the building line shall be 70-feet. The minimum lot width for such lots measured at the right-of-way line shall be 35-feet.

Current PUD-R Ordinance

Exhibit "C" – Statement of Planning Objectives (Continued)

IMPACT FEES

Because the calculated portion of the City's Perimeter Street Fee is less than the per lot road impact fees generated by this project, PRC shall bear no cost associated with the City's Perimeter Street Fee. Instead, the per lot road impact fee of \$4941.00 shall be paid for by the builder at the time of each applicable building permit. In addition, water and wastewater impact fees shall be paid for at the time of building permit by the builder. There shall be no park impact fee paid for by PRC. No other impact fees shall be applicable.

PARKLAND DEDICATION

In lieu of Park Dedication Fees, we will dedicate via final plat approximately 17 acres of private parkland/open space within the development, which shall include a permanent surface trail system, benches, native and picnic areas. We may elect to dedicate a public access easement over and across the trail system for use by all residents of Colleyville. In addition, we will dedicate approximately 3 acres of private parkland/open space adjacent to Forest Meadow Drive within the development. This 3 acres alone represents approximately ten (10) percent of the developable area of the subdivision. All private parkland/open space will be maintained by the Home Owner's Association (HOA) for the development, which will be created for the purpose of owning, operating and maintaining the common features within the community.

HOMEOWNERS ASSOCIATION

All property owners within The Overlook shall be required to be members of the HOA which shall assume ownership and responsibility for the open space areas, entry features, landscaping, irrigation and all fencing within the open space areas created via the Final Plat. The HOA shall also be responsible for enforcement of all deed restrictions for the community. PRC, as Declarant, shall regulate and approve new home architecture and plot plans in conformity with the deed restrictions for the community.

SUBDIVISION DESIGN CONSIDERATIONS

Streets shall be 31 foot, back to back concrete with curb and gutter within a 50 foot Right of Way. Streets shall be dedicated to the City of Colleyville (City). Similarly, all water lines, sanitary and storm sewer shall be

Current PUD-R Ordinance

Exhibit "C" – Statement of Planning Objectives (Continued)

designed and constructed to City standards. Upon construction and inspection by the City, such infrastructure shall be dedicated to the City for continued maintenance and operation.

DRAINAGE DESIGN CONSIDERATIONS

The site generally slopes from south to north and is heavily wooded along the north and east boundaries. Big Bear Creek and its 100-year floodplain traverses the property on the northern boundary receiving the natural runoff from the property. The drainage system for the community shall be designed so that the storm water runoff continues to be conveyed directly into Big Bear Creek. The development of the property will not have significant impact on the total amount of runoff in this reach of Big Bear Creek due to the low density, large lot size and the relatively small contributing area of the project in relation to the entire watershed conveyed by Big Bear Creek, and therefore, no detention shall be required for this project. See accompanying exhibit of offsite drainage area. A small portion of the developable area lies within the FEMA designated 100-year floodplain. PRC intends to mitigate the small areas intended to be developed within the floodplain by providing comparable storage volume elsewhere on-site. The plan for such comparable storage shall be submitted for administrative review and approval by Colleyville's Certified Floodplain Manager (CFM).

LANDSCAPE AND TREE MITIGATION

No tree survey or tree mitigation shall be required for open space areas shown on the attached Development Plan. Areas within proposed rights-of-way, proposed building pads, public and private easements shall also be exempt from tree mitigation requirements; however an inventory of protected trees within such areas shall be shown on a tree survey. Builder installed trees located in front and rear yards shall count towards any mitigation required as a result of the development process so long as the tree species conform to the City's tree mitigation requirements. PRC shall require a minimum of 2 (two) 3" caliper hardwood shade trees be installed by the builder on each lot.

SUBDIVISION TRAFFIC AND CIRCULATION

PRC shall provide a stub-through road to connect to existing Harrison Lane to the west. Wildflower Way

Current PUD-R Ordinance

Exhibit "C" – Statement of Planning Objectives (Continued)

shall stub to the property immediately to the south in anticipation of future single-family development. No traffic impact analysis (TIA) shall be required since the development is not projected to generate in excess of 1,000 vehicle trips per day.

SIDEWALKS

PRC hereby requests a variance from the sidewalk requirements and as such, no sidewalks will be constructed along the streets within the development. This request is consistent with adjacent neighborhoods, among them and adjacent to this proposed development is Monticello, which does not contain sidewalks along the streets. Further there is no existing sidewalk or trail along Pleasant Run Road. Due to lack of connectivity and challenging topography, we request a variance from the sidewalk/trail requirement.

TRAIL MASTERPLAN

PRC hereby requests a modification to the Trails and Sidewalk System Masterplan dated October 18, 2005 which shows a trail system along Pleasant Run Road. Due to the natural topography and lack of connectivity to other such facilities along Pleasant Run Road, construction of a trail system here is not viable. In lieu of the roadside location, PRC shall construct a trail system as a continuation of the neighboring Monticello trail system within the private parkland/open space located wholly within the community.

SCREEN WALLS AND FENCES

The existing natural vegetation/trees will provide a natural live screen for the entire property frontage along Pleasant Run Road. Therefore, PRC intends to construct an entry feature and monumentation only at the main entry at Pleasant Run Road as shown on the attached Site Plan. The entry feature shall incorporate masonry, brick, stone and wrought iron fence as necessary to 'tie' back into existing vegetation.

Wrought iron fencing shall be allowed, but not required, along the side and rear property lines of each lot and adjacent to and within the 100-year floodplain. Privacy fences shall not be allowed within the 100-year floodplain.

Current PUD-R Ordinance

Exhibit "C" – Statement of Planning Objectives (Continued)

DEVELOPMENT SCHEDULE

PRC intends to obtain approval of zoning by July 2013 with platting and engineering plans to follow immediately thereafter. Construction of the first phase of approximately 33-39 lots to commence immediately following approval of engineering plans. Construction shall take approximately 9 months. Concurrent with development of the first phase, entitlements to include final platting of the second phase will be underway. Upon completion of the first phase and formal approval of the Phase II final plat, PRC will commence construction on Phase II. We anticipate construction on Phase II to commence in the fall of 2014 and be completed by summer 2015. Construction of homes within the first phase shall commence immediately upon City acceptance of the Phase I infrastructure. PRC requests that each phase be given consideration for an early release grading permit upon preliminary plan approval and early release building permits upon substantial completion of paving, as determined by the City inspector during the initial infrastructure walkthrough.

BUILDER PRODUCT

Homes within this community are expected to range in the \$500k to \$1MM+ range. Typical lot pads shall be approximately 70' wide by 70' deep. Minimum house size shall be 3,000 square feet. Maximum height for each home shall not exceed 35' as measured from the highpoint of the lot to the top of the roof.

The surface area of the first floor exterior wall (exclusive of openings for windows and doors, gables over wood framing, areas under covered porches, box and bay windows and other architectural projections) and all second story walls (exclusive of openings for windows and doors, gables over wood framing, areas under covered porches, box and bay windows and other architectural projections) in the same vertical plane as the first floor wall shall be veneered with a minimum of 85% (eighty-five percent) coverage of unit masonry (defined below) or hand troweled, cement-based 3-coat stucco on the front elevation and 75% (seventy-five percent) unit masonry or hand-troweled, cement-based, 3-coat stucco on the side and rear elevations.

Unit Masonry shall mean brick, natural stone, or concrete cast stone (or combination of these materials) laid up by unit and set in mortar.

ECONOMIC DEVELOPMENT INFORMATION

Current PUD-R Ordinance

Exhibit "C" – Statement of Planning Objectives (Continued)

As envisioned, The Overlook will generate substantial tax revenue for Tarrant County and the City of Colleyville. PRC estimates homes will be completed according to the following schedule:

<u>Year</u>	<u>Homes Completed</u>	<u>Total</u>
2014	5	5
2015	20	25
2016	20	45
2017	20	65
2018	8	73

Based on the 2010 ad valorem tax rate of \$2.28/\$100 and an average home price of \$750k, estimated ad valorem taxes are as follows:

<u>Year</u>	<u>Ad Valorem Tax</u>
2015	\$86,000
2016	\$428,000
2017	\$770,000
2018	\$1,111,000
2019	\$1,248,300
2020	\$1,248,300

Note: Tax estimate assume a flat rate based on 2010 values.

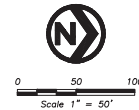
SUMMARY

The Overlook, when developed, will be a large lot up-scale development featuring 73 residential lots containing custom and semi-custom homes from \$500k on up. PRC believes that The Overlook will be a meaningful contribution to the City of Colleyville, and provide consistency with the adjacent neighborhoods while complying with the City's Future Land Use Plan. The home values will generate significant tax revenues for the City and protect surrounding home values. The requests of the PUD-R made herein are consistent with the PUD-R provisions and have been thoughtfully construed so as to protect surrounding home and community values, while upholding the guidelines created by the City's comprehensive zoning ordinance. PRC respectfully requests the City of Colleyville Planning and Zoning Commission and City Council approve this PUD-R and allow The Overlook to move forward as planned herein.

Exhibit "D"- Conceptual Site Plan



NO.	REVISIONS/ SUBMISSIONS	DATE



DESIGNED B.L.L.	SCALE	PROJECT NO.:	SHEET
DRAWN B.L.L.	1" = 50'-0"	14-005	L2
CHECKED B.L.L.	DATE		
	JULY 30, 2014		2 of 12

PREPARED FOR:

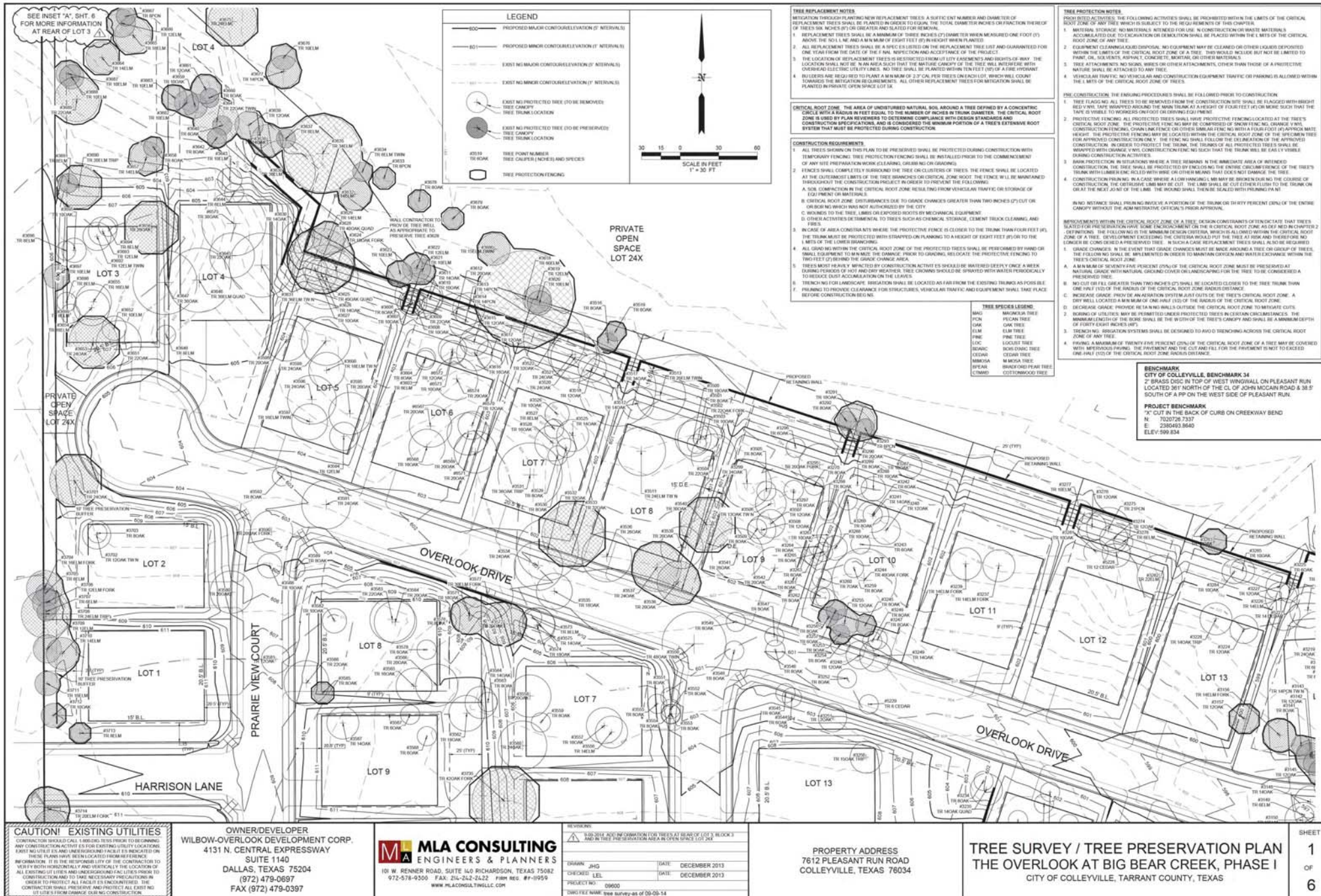
OWNER/DEVELOPER:

WILBOW-OVERLOOK
DEVELOPMENT CORP.
4131 N. CENTRAL EXPRESSWAY
SUITE 1140
DALLAS, TEXAS 75204
(972) 479-0697
FAX (972) 479-0397

PREPARED BY:



Subdivision Tree Preservation Exhibit



RESOLUTION R-17-4139

A RESOLUTION APPROVING AN APPEAL TO THE APPLICABILITY OF THE PROVISIONS OF SECTION 5.13 PENALTIES AND VIOLATIONS, IN CHAPTER 5 (TREE PRESERVATION) OF THE LAND DEVELOPMENT CODE, ON LOT 1, BLOCK 3, OF THE OVERLOOK AT BIG BEAR CREEK ADDITION, LOCATED AT 7708 PRAIRIE VIEW DRIVE

WHEREAS, Section 5.14 of the Land Development Code provides that any appeal to the provisions of this chapter shall be heard by the City Council; and

WHEREAS, Bob Buttrill has filed an appeal to the provisions of Section 5.13- Penalties and Violations, of Chapter 5 (Tree Preservation) in the Land Development Code as it relates to the mitigation requirements applied to the removal of three trees located within a Tree Preservation Buffer at 7708 Prairie View Drive; and

WHEREAS, Ordinance O-13-1875 establishes tree preservation standards within the Tree Preservation Buffer for the Overlook at Big Bear Creek Addition, and the approved plat establishes the boundary of the Tree Preservation Buffer within the subdivision; and

WHEREAS, based on Section 5.13 of the Land Development Code, removal of trees within the Tree Preservation Buffer is a violation of the governing ordinance and therefore requires mitigation of caliper inches at 3:1; and

WHEREAS, The City Council of the City of Colleyville agrees to permit mitigation of all caliper inches removed in violation at a rate of 1:1; and

WHEREAS, all statutory and constitutional requirements for the passage of this Resolution have been adhered to, including but not limited to, the Texas Open Meetings Act.

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

Sec. 1. THAT all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Sec. 2. THAT the appeal to Section 5.13-Penalties and Violations, of Chapter 5 (Tree Preservation) as applied to 7708 Prairie View Drive is hereby approved.

AND IT IS SO RESOLVED.

PASSED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 6th DAY OF June 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 5, Nancy Coplen	_____
Place 3, Kathy Wheat	_____	Place 6, Mike Taylor	_____
Place 4, George Dodson	_____		

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 7d

Agenda Date 06/06/2017

Number Resolution R-17-4140

Type Resolution

Department Public Works

Title

Approval of a construction contract with Fort Worth Civil Constructors, LLC for the Glade Road Phase 1A Project, in an amount not to exceed \$1,967,603.24 which includes a \$125,000 contingency, and authorize the city manager to execute the contract and any associated change orders

Strategic Plan

3.1 Upgrade the condition of major roads and neighborhood streets

Explanation

Reading and Public Hearing

During the January 24, 2017 City Council Worksession, staff presented an update to the City Council on the status of Glade Road and specifically discussed Phase 1 of the project. During the discussion of Glade Road Phase 1, City Council provided the direction to staff to work to split the project in order to get the construction started during the summer months when school is not in session on the section of Glade Road Phase 1 that is west of Colleyville Boulevard.

Staff provided an update at the April 17, 2017 City Council Worksession that the project now referred to as Glade Road Phase 1A (Glade Road from Bransford Road to Colleyville Boulevard) would be placed out for bid in May and the contract would be available for City Council consideration in June.

This project, Glade Road Phase 1A, is a part of the Glade Road Phase 1 Project that is included in the FY 2015 CIP that was approved on September 16, 2014 by Resolution R-14-3781.

This project was advertised in the *Fort Worth Star-Telegram* on May 7, and May 14, 2017. City staff and the design consultant reached out to several contractors in order to advise them of the upcoming bid opportunity. However, the City only received one (1) bid on May 23, 2017. Staff has questioned various contractors as to why they are not interested in bidding on the project, and staff has come to the understanding that the current construction market is very active and contractors are able to be selective about taking on new projects. There were also several projects that were out for bid in the region at the same time and contractors stated they were not able to bid them all.

Per the attached bid tabulation, the bid was submitted by Fort Worth Civil

Constructors, LLC with a total bid amount of \$2,408,859.88. The contract does include a \$125,000 contingency allowance that is controlled by the City to cover any cost overages that may occur during construction. The contractor's qualifications and references have been verified by the design consultant.

The design consultant's Opinion of Probable Cost for the Glade Road Phase 1A project totaled \$1,481,787.55. As a result of the bid being significantly higher than the estimated cost for the project, as well as the identified funding for the project, and the fact that there was only a single bidder, the City met with the contractor to discuss the possibility of any "Value Engineering" that could be done in order for the project to be built at a lesser cost.

During the discussions with the contractor, it was made clear that the critical path for the project was extremely tight and would be negatively impacted if materials were not made available in a timely manner. This concern revolved around the box culverts that have a several week lead time. Staff was aware of this concern prior to the project going out for bid and has been working directly with a pipe manufacturer to have the box culverts made for the project. However, if the box culverts are delayed for any reason, the project would be delayed, putting the contractor at risk of missing the deadline established in the contract and resulting in daily penalties. The contractor suggested he could reevaluate the costs of the project if the City could guarantee delivery of the City supplied box culverts on or before June 19, 2017.

City staff has been in constant contact with the pipe manufacturer and are confident that the materials will be made available by the June 19, 2017 date. If for some reason the City or the pipe manufacture that is working directly for the City is unable to provide the box culverts by that date, the contractor would not be penalized for the same number of days that the box culverts are late. Based on that understanding, the contractor has provided alternate contract pricing, attached as Alternate Contract Pricing, for a total project cost of \$1,967,603.24 which includes a \$125,000 construction contingency allowance that is controlled by the City. A comparison of the original bid and the alternate contract pricing can be seen on the attached comparison table.

Another option would be to reject the bid and rebid the project at a later date. If this option is selected the timing of the project and schedule of the work could be adjusted by lengthening the schedule and eliminating the rush to complete the project when school is not in session, which may result in a lower overall price. The project could also, depending on scheduling, be combined with the remainder of Phase 1 or even the remainder of Phase 1 as well as Phase 2 to take advantage of economies of scale to try to reduce the overall project cost. If this option is selected, the work, and associated road closure, will take place while school is in session or would have to be delayed until the summer break of 2018.

Summary

The design of Glade Road Phase 1A has been completed and was recently placed out

for bidding. A single bid was received which exceeded the estimate and identified funding for the project. The contractor that bid on the project has provided an alternate contract pricing that was developed based on the guaranteed delivery date of June 19, 2017 for the City supplied box culverts, in an amount of \$1,967,603.24.

The City Council has several options, including but not limited to:

- Approve the contract as originally submitted in an amount of \$2,408,859.88
- Approve the alternate contract pricing submitted by the contractor, that was developed based on the guaranteed delivery date of June 19, 2017 for the City supplied box culverts, in an amount of \$1,967,603.24
- Reject the bid and rebid the project at a later date

Financial Impact

Funding for this project is available within the TIF Fund and was originally included in the FY2015 CIP Plan.

Recommendation

Approve

Attachments

1. CIQ Form
2. Original Bid Tabulation
3. Alternate Contract Pricing
4. Comparison Table
5. Resolution R-14-3781
6. April 17, 2017 Presentation
7. January 24, 2017 Presentation
8. Form 1295
9. Resolution R-17-4040

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1/31/2017

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

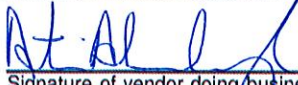
☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

January 31, 2017

Date

Original Bid Tabulation

FOR: GLADE ROAD PHASE IA – BRANSFORD ROAD TO SH 26

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

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
101	24 STA	Right-of-Way Preparation; for the sum of: <u>Two thousand three hundred three</u> Dollars and <u>zero</u> cents per STA	\$ 2,303.00	\$ 55,272.00
102	10 SY	Removing Concrete Pavement (Roadway); for the sum of: <u>Sixty five</u> Dollars and <u>zero</u> cents per square yard	\$ 65.00	\$ 650.00
103	661 SY	Removing Concrete Pavement (Driveway); for the sum of: <u>Forty nine</u> Dollars and <u>zero</u> cents per square yard	\$ 49.00	\$ 32,389.00
104	14 SY	Removing Concrete (Retaining Walls); for the sum of: <u>Eighty two</u> Dollars and <u>zero</u> cents per square yard	\$ 82.00	\$ 1,148.00

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
105	1,446 SY	Removing Concrete (Sidewalk or Ramp); for the sum of: <u>Thirty one</u> Dollars and <u>zero</u> cents per square yard	\$ 31.00	\$ 44,826.00
106	284 LF	Removing Concrete (Curb & Gutter); for the sum of: <u>Fifteen</u> Dollars and <u>zero</u> cents per linear foot	\$ 15.00	\$ 4,260.00
107	63 SY	Removing Concrete (Pavers); for the sum of: <u>Forty two</u> Dollars and <u>zero</u> cents per square yard	\$ 42.00	\$ 2,646.00
108	52 SY	Removing Stabilized Base and Asphalt Pavement (0"-4")(Asphalt Driveways); for the sum of: <u>Nineteen</u> Dollars and <u>fifty five</u> cents per square yard	\$ 19.55	\$ 1,016.60
109	1,735 SY	Removing Stabilized Base and Asphalt Pavement (3"-9")(Asphalt Roadway); for the sum of: <u>Seven</u> Dollars and <u>eighty</u> cents per square yard	\$ 7.80	\$ 13,533.00
110	43 LF	Removing Metal Beam Guard Fence; for the sum of: <u>Twenty six</u> Dollars and <u>zero</u> cents per linear foot	\$ 26.00	\$ 1,118.00
111	50 LF	Removing Rod Iron Fence; for the sum of: <u>Fifty five</u> Dollars and <u>zero</u> cents per linear foot	\$ 55.00	\$ 2,750.00

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
112	1 EA	Remove Structure (Inlet); for the sum of: Two thousand Dollars and zero cents per each	\$ 2,000.00	\$ 2,000.00
113	2 EA	Remove Structure (Headwall); for the sum of: Three thousand Dollars and zero cents per each	\$ 3,000.00	\$ 6,000.00
114	48 LF	Remove Structure (Pipe); for the sum of: Thirty six Dollars and zero cents per linear foot	\$ 36.00	\$ 1,728.00
115	33 LF	Remove Structure (Concrete Box Culvert); for the sum of: Two hundred fifty Dollars and zero cents per linear foot	\$ 250.00	\$ 8,250.00
116	8 EA	Remove Structure (Driveway Culvert); for the sum of: One thousand Dollars and zero cents per each	\$ 1,000.00	\$ 8,000.00
117	2,869 SY	Roadway Milling; for the sum of: Four Dollars and ninety cents per square yard	\$ 4.90	\$ 14,058.10
118	1,392 LF	Eliminate Existing Pavement Marking (4"); for the sum of: One Dollars and twenty cents per linear foot	\$ 1.20	\$ 1,670.40

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
119	338 LF	Eliminate Existing Pavement Marking (8"); for the sum of: One Dollars and eleven cents per linear foot	\$ 1.11	\$ 375.18
120	524 LF	Eliminate Existing Pavement Marking (12-24"); for the sum of: Four Dollars and sixty five cents per linear foot	\$ 4.65	\$ 2,436.60
121	12 EA	Eliminate Existing Pavement Marking (Arrow); for the sum of: One hundred twenty Dollars and zero cents per each	\$ 120.00	\$ 1,440.00
122	2 EA	Eliminate Existing Pavement Marking (Word); for the sum of: One hundred twenty Dollars and zero cents per each	\$ 120.00	\$ 240.00
123	4 EA	Remove/Relocate Mailbox (Post); for the sum of: One thousand nine hundred fifty five Dollars and zero cents per each	\$ 1,955.00	\$ 7,820.00
124	3 EA	Remove/Relocate Mailbox (Brick); for the sum of: Seven thousand two hundred Dollars and zero cents per each	\$ 7,200.00	\$ 21,600.00
SUBTOTAL REMOVALS AND PREP ROW				
				\$ 235,226.88

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
125	1 LS	Mobilization and Bonds; for the sum of: Two hundred forty thousand _____ Dollars and _____ zero _____ cents per lump sum	\$ 240,000.00	\$ 240,000.00
126	4 MO	Barricades, Signs, and Traffic Handling; Complete in place for the sum of: Twelve thousand five hundred _____ Dollars and _____ zero _____ cents per month	\$ 12,500.00	\$ 50,000.00
SUBTOTAL TRAFFIC CONTROL				
				\$ 290,000.00

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
200	2,623 CY	Roadway Excavation; Complete in place for the sum of: <u>Thirty six</u> Dollars and <u>zero</u> cents per cubic yard	\$ 36.00	\$ 94,428.00
201	483 CY	Compacted Roadway Fill and Embankment; Complete in place for the sum of: <u>Five</u> Dollars and <u>zero</u> cents per cubic yard	\$ 5.00	\$ 2,415.00
202	41 TON	Portland Cement; Complete in place for the sum of: <u>One hundred fifty</u> Dollars and <u>zero</u> cents per ton	\$ 150.00	\$ 6,150.00
203	33 TON	Lime; Complete in place for the sum of: <u>One hundred seventy</u> Dollars and <u>zero</u> cents per ton	\$ 170.00	\$ 5,610.00
204	2,380 SY	Lime and Cement Modification of Subgrade 8" Depth; Complete in place for the sum of: <u>Ten</u> Dollars and <u>zero</u> cents per square yard	\$ 10.00	\$ 23,800.00
205	2928 SY	Full Depth Flexible Pavement Structure Repair; Complete in place for the sum of: <u>Ninety two</u> Dollars and <u>zero</u> cents per square yard	\$ 92.00	\$ 269,376.00
206	6855 SY	Paving Fabric (Petro-mat); Complete in place for the sum of: <u>Three</u> Dollars and <u>thirty</u> cents per square yard	\$ 3.30	\$ 22,621.50

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
207	835 TON	Type "B" HMAC PG64-22; Complete in place for the sum of: One hundred one Dollars and zero cents per ton	\$ 101.00	\$ 84,335.00
208	937 TON	Type "D" HMAC PG64-22; Complete in place for the sum of: One hundred ten Dollars and zero cents per ton	\$ 110.00	\$ 103,070.00
209	915 SY	8" Concrete Street Paving (Type III), Continuously Reinforced; Complete in place for the sum of: One hundred sixteen Dollars and zero cents per square yard	\$ 116.00	\$ 106,140.00
210	124 LF	Pedestrian Handrail, TxDOT Type "F"; Complete in place for the sum of: One hundred fifteen Dollars and zero cents per linear foot	\$ 115.00	\$ 14,260.00
211	10 SY	Landscape Pavers; Complete in place for the sum of: One hundred seventeen Dollars and zero cents per square yard	\$ 117.00	\$ 1,170.00
212	1 EA	Monolithic Median Nose; Complete in place for the sum of: Four thousand five hundred Dollars and zero cents per each	\$ 4,500.00	\$ 4,500.00

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
213	589 LF	Concrete Curb & Gutter, 6" Barrier; Complete in place for the sum of: Forty one Dollars and seventy five cents per linear foot	\$ 41.75	\$ 24,590.75
214	787 SY	Concrete Driveway (High Early Strength); Complete in place for the sum of: One hundred three Dollars and zero cents per square yard	\$ 103.00	\$ 81,061.00
215	251 SY	Concrete Sidewalk Type B; Compete in place for the sum of: Seventy eight Dollars and twenty five cents per square yard	\$ 78.25	\$ 19,640.75
216	2,626 SY	Concrete Sidewalk Type C and D; Compete in place for the sum of: Eighty Dollars and eighty five cents per square yard	\$ 80.85	\$ 212,312.10
217	3 CY	Sidewalk Retaining Wall; Complete in place for the sum of: One thousand three hundred five Dollars and zero cents per cubic yard	\$ 1,305.00	\$ 3,915.00
218	16 EA	ADA Curb Ramp; Complete in place for the sum of: Three thousand Dollars and zero cents per each	\$ 3,000.00	\$ 48,000.00
219	786 LF	Reflective Pavement Markings Type I 4" White Broken; Complete in place for the sum of: One Dollars and five cents per linear foot	\$ 1.05	\$ 825.30

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
220	770 LF	Reflective Pavement Markings Type I 8" White Solid; Complete in place for the sum of: <u>Two</u> Dollars and <u>five</u> cents per linear foot	\$ 2.05	\$ 1,578.50
221	716 LF	Reflective Pavement Markings Type I 12" White Solid; Complete in place for the sum of: <u>Three</u> Dollars and <u>ten</u> cents per linear foot	\$ 3.10	\$ 2,219.60
222	696 LF	Reflective Pavement Markings Type I 24" White Solid; Complete in place for the sum of: <u>Six</u> Dollars and <u>fifteen</u> cents per linear foot	\$ 6.15	\$ 4,280.00
223	7 EA	Reflective Pavement Markings Type I White Arrow; Complete in place for the sum of: <u>One hundred twenty five</u> Dollars and <u>zero</u> cents per each	\$ 125.00	\$ 875.00
224	6 EA	Reflective Pavement Markings Type I White Double Arrow; Complete in place for the sum of: <u>Two hundred fifty one</u> Dollars and <u>zero</u> cents per each	\$ 251.00	\$ 1,506.00
225	2 EA	Reflective Pavement Markings Type I White Word; Complete in place for the sum of: <u>One hundred thirty seven</u> Dollars and <u>zero</u> cents per each	\$ 137.00	\$ 274.00
226	5,605 LF	Reflective Pavement Markings Type I 4" Yellow Solid; Complete in place for the sum of: <u>One</u> Dollars and <u>five</u> cents per linear foot	\$ 1.05	\$ 5,885.25

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
227	6,391 LF	Pavement Sealer 4"; Complete in place for the sum of: <u>zero</u> Dollars and <u>seven</u> cents per linear foot	\$ 0.07	\$ 447.37
228	770 LF	Pavement Sealer 8"; Complete in place for the sum of: <u>zero</u> Dollars and <u>fifteen</u> cents per linear foot	\$ 0.15	\$ 115.50
229	716 LF	Pavement Sealer 12"; Complete in place for the sum of: <u>zero</u> Dollars and <u>twenty two</u> cents per linear foot	\$ 0.22	\$ 157.52
230	696 LF	Pavement Sealer 24"; Complete in place for the sum of: <u>zero</u> Dollars and <u>forty five</u> cents per linear foot	\$ 0.45	\$ 313.20
231	7 EA	Pavement Sealer (Arrow); Complete in place for the sum of: <u>Eleven</u> Dollars and <u>forty</u> cents per each	\$ 11.40	\$ 79.80
232	6 EA	Pavement Sealer (Double Arrow); Complete in place for the sum of: <u>Twenty two</u> Dollars and <u>eighty</u> cents per each	\$ 22.80	\$ 136.80
233	2 EA	Pavement Sealer (Word); Complete in place for the sum of: <u>Eleven</u> Dollars and <u>forty</u> cents per each	\$ 11.40	\$ 22.80

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
234	6391 LF	Pavement Surface Prep for 4" Pavement Markings; Complete in place for the sum of: _____ zero _____ Dollars and _____ five _____ cents per linear foot	\$ 0.05	\$ 319.55
235	770 LF	Pavement Surface Prep for 8" Pavement Markings; Complete in place for the sum of: _____ zero _____ Dollars and _____ eleven _____ cents per linear foot	\$ 0.11	\$ 84.70
236	716 LF	Pavement Surface Prep for 12" Pavement Markings; Complete in place for the sum of: _____ zero _____ Dollars and _____ seventeen _____ cents per linear foot	\$ 0.17	\$ 121.72
237	696 LF	Pavement Surface Prep for 24" Pavement Markings; Complete in place for the sum of: _____ zero _____ Dollars and _____ thirty five _____ cents per linear foot	\$ 0.35	\$ 243.60
238	7 EA	Pavement Surface Prep for (Arrow) Pavement Markings; Complete in place for the sum of: _____ Eleven _____ Dollars and _____ forty _____ cents per each	\$ 11.40	\$ 79.80
239	6 EA	Pavement Surface Prep for (Double Arrow) Pvmnt Markings; Complete in place for the sum of: _____ Twenty two _____ Dollars and _____ eighty _____ cents per each	\$ 22.80	\$ 136.80

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
240	2 EA	Pavement Surface Prep for (Word) Pavement Markings; Complete in place for the sum of: <u>Eleven</u> Dollars and <u>forty</u> cents per each	\$ 11.40	\$ 22.80
241	8 EA	Install New Traffic Sign; Complete in place for the sum of: <u>Four hundred forty nine</u> Dollars and <u>zero</u> cents per each	\$ 449.00	\$ 3,592.00
242	4,567 SY	Block Sodding; Complete in place for the sum of: <u>Seven</u> Dollars and <u>thirty five</u> cents per square yard	\$ 7.35	\$ 33,567.45

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
300	902 LF	Trench Excavation Protection; Complete in place for the sum of: Five Dollars and zero cents per linear foot	\$ 5.00	\$ 4,510.00
301	213 LF	Install Precast Concrete Box Culvert (5 ft x 4 ft); Complete in place for the sum of: One hundred fifty two Dollars and sixty seven cents per linear foot	\$ 152.67	\$ 32,518.71
302	91 LF	12" CLASS III RCP; Complete in place for the sum of: One hundred fourteen Dollars and ninety three cents per linear foot	\$ 114.93	\$ 110,458.63
303	202 LF	24" CLASS III RCP; Complete in place for the sum of: One hundred forty one Dollars and fifty cents per linear foot	\$ 141.50	\$ 28,583.00
304	477 LF	30" CLASS III RCP; Complete in place for the sum of: One hundred sixty five Dollars and zero cents per linear foot	\$ 165.00	\$ 78,705.00
305	8 LF	42" CLASS III RCP; Complete in place for the sum of: Eight hundred fifty four Dollars and zero cents per linear foot	\$ 854.00	\$ 6,832.00
306	1 EA	Storm Sewer Manhole; Complete in place for the sum of: Eighty thousand nine hundred Dollars and zero cents per each	\$ 8,900.00	\$ 8,900.00

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
307	5 EA	10' Recessed Curb Inlet; Complete in place for the sum of: Eight thousand two hundred _____ Dollars and _____ zero _____ cents per each	\$ 8,200.00	\$ 41,000.00
308	2 EA	Wingwall (PW-1) (HW=7 ft); Complete in place for the sum of: Thirty thousand _____ Dollars and _____ zero _____ cents per each	\$ 30,000.00	\$ 60,000.00
309	83 SY	Gabion Mattress (Galv)(12" Depth); Complete in place for the sum of: One hundred sixty three _____ Dollars and _____ zero _____ cents per square yard	\$ 163.00	\$ 13,529.00
310	6 EA	Safety End Treatment (Type II) (12" RCP) (4:1) C; Complete in place for the sum of: Two thousand six hundred _____ Dollars and _____ zero _____ cents per each	\$ 2,600.00	\$ 15,600.00
311	3 EA	Grate Inlet, Type C; Complete in place for the sum of: Six thousand five hundred _____ Dollars and _____ zero _____ cents per each	\$ 6,500.00	\$ 19,500.00
SUBTOTAL DRAINAGE				
				\$ 1,504,416.90

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
400	2 EA	Fire Hydrant Assembly; Complete in place for the sum of: Six thousand four hundred fifty Dollars and zero cents per each	\$ 6,450.00	\$ 12,900.00
401	2 EA	Remove Fire Hydrant Assembly; for the sum of: Two thousand six hundred Dollars and zero cents per each	\$ 2,600.00	\$ 5,200.00
402	4 EA	Adjust Water Valve; Complete in place for the sum of: One thousand five hundred Dollars and zero cents per each	\$ 1,500.00	\$ 6,000.00
403	1 EA	Adjusting Sanitary Sewer Manhole; Complete in place for the sum of: Eight hundred Dollars and zero cents per each	\$ 800.00	\$ 800.00
404	1 EA	Adjusting Water Meter; Complete in place for the sum of: Four thousand Dollars and zero cents per each	\$ 4,000.00	\$ 4,000.00
405	2 EA	Relocating Water Meter; Complete in place for the sum of: Seven thousand three hundred Dollars and zero cents per each	\$ 7,300.00	\$ 14,600.00
406	2 EA	12" Water Line Lowering; Complete in place for the sum of: Ten thousand three hundred Dollars and zero cents per each	\$ 10,300.00	\$ 20,600.00

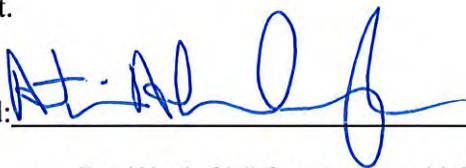
Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
407	8 CY	Water Line Concrete Encasement; Complete in place for the sum of: Three hundred thirty _____ Dollars and zero _____ cents per cubic yard	\$ 330.00	\$ 2,640.00
408	1,455 LF	4" Fiber Multi-Duct; Complete in place for the sum of: Forty five _____ Dollars and thirty two _____ cents per linear foot	\$ 45.32	\$ 65,940.60
409	2,910 LF	1-1/4" HDPE SDR 11 Duct; Complete in place for the sum of: Seventeen _____ Dollars and thirty five _____ cents per linear foot	\$ 17.35	\$ 50,488.50
410	1,455 LF	10 AWG Tracer Wire; Complete in place for the sum of: zero _____ Dollars and forty _____ cents per linear foot	\$ 0.40	\$ 582.00
411	4 EA	Fiber Pull Box with Apron; Complete in place for the sum of: Seven thousand one hundred seventy fiveDollars and zero _____ cents per each	\$ 7,175.00	\$ 28,700.00
412	1 EA	Adjusting Irrigation Valve; Complete in place for the sum of: Eight hundred sixty five _____ Dollars and zero _____ cents per each	\$ 865.00	\$ 1,730.00

413	2 EA	Relocating Irrigation Valve; Complete in place for the sum of: One thousand two hundred Dollars and zero cents per each	\$ 1,200.00	\$ 2,400.00
SUBTOTAL UTILITIES				
				\$ 216,581.10

OPTIONAL ITEMS/SERVICES				
500	1 LS	Storm Water Pollution Prevention Plan	\$ 38,500.00	\$ 38,500.00
501	1 LS	Construction Contingency	\$125,000.00	\$125,000.00
GRAND TOTAL				\$ <u>2,409,724.88</u>

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

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

Signed: 

Company: Fort Worth Civil Constructors, LLC

Address: 1675-B So. Main St.

Keller, Texas 76248

Telephone: 817.562.2292

Fax: 817.562.2293

Federal ID Number: 47-5636153

SEAL
(If Corporation)

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

Addendum No. 1 Date Received: May 22, 2017

By: 

Addendum No. 2 Date Received: _____

By: _____

Addendum No. 3 Date Received: _____

By: _____

Alternate Contract Pricing

FOR: GLADE ROAD PHASE IA – BRANSFORD ROAD TO SH 26

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

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
101	24 STA	Right-of-Way Preparation; for the sum of: <u>One thousand seven hundred fifty</u> Dollars and <u>zero</u> cents per STA	\$ 1,750.00	\$ 42,000.00
102	10 SY	Removing Concrete Pavement (Roadway); for the sum of: <u>Thirty two</u> Dollars and <u>zero</u> cents per square yard	\$ 32.00	\$ 320.00
103	661 SY	Removing Concrete Pavement (Driveway); for the sum of: <u>Thirty two</u> Dollars and <u>zero</u> cents per square yard	\$ 32.00	\$ 21,152.00
104	14 SY	Removing Concrete (Retaining Walls); for the sum of: <u>Forty one</u> Dollars and <u>eighty five</u> cents per square yard	\$ 41.85	\$ 585.90

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
105	1,446 SY	Removing Concrete (Sidewalk or Ramp); for the sum of: Twenty five Dollars and zero cents per square yard	\$ 25.00	\$ 36,150.00
106	284 LF	Removing Concrete (Curb & Gutter); for the sum of: Thirteen Dollars and zero cents per linear foot	\$ 13.00	\$ 3,692.00
107	63 SY	Removing Concrete (Pavers); for the sum of: Thirty seven Dollars and zero cents per square yard	\$ 37.00	\$ 2,331.00
108	52 SY	Removing Stabilized Base and Asphalt Pavement (0"-4")(Asphalt Driveways); for the sum of: Twenty Dollars and zero cents per square yard	\$ 20.00	\$ 1,040.00
109	1,735 SY	Removing Stabilized Base and Asphalt Pavement (3"-9")(Asphalt Roadway); for the sum of: Eight Dollars and zero cents per square yard	\$ 8.00	\$ 13,880.00
110	43 LF	Removing Metal Beam Guard Fence; for the sum of: Twenty six Dollars and zero cents per linear foot	\$ 26.00	\$ 1,118.00
111	50 LF	Removing Rod Iron Fence; for the sum of: Forty nine Dollars and zero cents per linear foot	\$ 49.00	\$ 2,450.00

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
112	1 EA	Remove Structure (Inlet); for the sum of: <u>One thousand three hundred</u> Dollars and <u>zero</u> cents per each	\$ 1,300.00	\$ 1,300.00
113	2 EA	Remove Structure (Headwall); for the sum of: <u>Three thousand</u> Dollars and <u>zero</u> cents per each	\$ 3,000.00	\$ 6,000.00
114	48 LF	Remove Structure (Pipe); for the sum of: <u>Thirty three</u> Dollars and <u>zero</u> cents per linear foot	\$ 33.00	\$ 1,584.00
115	33 LF	Remove Structure (Concrete Box Culvert); for the sum of: <u>Two hundred fifty</u> Dollars and <u>zero</u> cents per linear foot	\$ 250.00	\$ 8,250.00
116	8 EA	Remove Structure (Driveway Culvert); for the sum of: <u>One thousand</u> Dollars and <u>zero</u> cents per each	\$ 1,000.00	\$ 8,000.00
117	2,869 SY	Roadway Milling; for the sum of: <u>Four</u> Dollars and <u>ninety</u> cents per square yard	\$ 4.90	\$ 14,058.10
118	1,392 LF	Eliminate Existing Pavement Marking (4"); for the sum of: <u>zero</u> Dollars and <u>seventy</u> cents per linear foot	\$ 0.70	\$ 974.40

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
119	338 LF	Eliminate Existing Pavement Marking (8"); for the sum of: One Dollars	\$ 1.04	\$ 351.52
		and four cents per linear foot		
120	524 LF	Eliminate Existing Pavement Marking (12-24"); for the sum of: One Dollars	\$ 1.70	\$ 890.80
		and seventy cents per linear foot		
121	12 EA	Eliminate Existing Pavement Marking (Arrow); for the sum of: Forty eight Dollars	\$ 48.60	\$ 583.20
		and sixty cents per each		
122	2 EA	Eliminate Existing Pavement Marking (Word); for the sum of: Fifty five Dollars	\$ 55.50	\$ 111.00
		and fifty cents per each		
123	4 EA	Remove/Relocate Mailbox (Post); for the sum of: One thousand five hundred Dollars	\$ 1,500.00	\$ 6,000.00
		and zero cents per each		
124	3 EA	Remove/Relocate Mailbox (Brick); for the sum of: Six thousand seven hundred Dollars	\$ 6,700.00	\$ 20,100.00
		and zero cents per each		
SUBTOTAL REMOVALS AND PREP ROW				
				\$ 192,921.92

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
125	1 LS	Mobilization and Bonds; for the sum of:		
		<u>One hundred seventy thousand</u> Dollars	\$ 170,000.00	\$ 170,000.00
		and <u>zero</u> cents per lump sum		
126	4 MO	Barricades, Signs, and Traffic Handling; Complete in place for the sum of:		
		<u>Twelve thousand</u> Dollars	\$ 12,000.00	\$ 48,000.00
		and <u>zero</u> cents per month		
SUBTOTAL TRAFFIC CONTROL				
				\$ 218,000.00

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
200	2,623 CY	Roadway Excavation; Complete in place for the sum of: Twenty two Dollars and seventy cents per cubic yard	\$ 22.70	\$ 59,542.10
201	483 CY	Compacted Roadway Fill and Embankment; Complete in place for the sum of: Five Dollars and zero cents per cubic yard	\$ 5.00	\$ 2,415.00
202	41 TON	Portland Cement; Complete in place for the sum of: One hundred fifty Dollars and zero cents per ton	\$ 150.00	\$ 6,150.00
203	33 TON	Lime; Complete in place for the sum of: One hundred seventy Dollars and zero cents per ton	\$ 170.00	\$ 5,610.00
204	2,380 SY	Lime and Cement Modification of Subgrade 8" Depth; Complete in place for the sum of: Ten Dollars and zero cents per square yard	\$ 10.00	\$ 23,800.00
205	2928 SY	Full Depth Flexible Pavement Structure Repair; Complete in place for the sum of: Sixty five Dollars and zero cents per square yard	\$ 65.00	\$ 190,320.00
206	6855 SY	Paving Fabric (Petro-mat); Complete in place for the sum of: Two Dollars and forty cents per square yard	\$ 2.40	\$ 16,452.00

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
207	835 TON	Type "B" HMAC PG64-22; Complete in place for the sum of: <u> Ninety two </u>Dollars and <u> zero </u>cents per ton	\$ 92.00	\$ 76,820.00
208	937 TON	Type "D" HMAC PG64-22; Complete in place for the sum of: <u> Ninety five </u>Dollars and <u> zero </u>cents per ton	\$ 95.00	\$ 89,015.00
209	915 SY	8" Concrete Street Paving (Type III), Continuously Reinforced; Complete in place for the sum of: <u> Ninety nine </u>Dollars and <u> zero </u>cents per square yard	\$ 99.00	\$ 90,585.00
210	124 LF	Pedestrian Handrail, TxDOT Type "F"; Complete in place for the sum of: <u> One hundred ten </u>Dollars and <u> zero </u>cents per linear foot	\$ 110.00	\$ 13,640.00
211	10 SY	Landscape Pavers; Complete in place for the sum of: <u> One hundred </u>Dollars and <u> zero </u>cents per square yard	\$ 100.00	\$ 1,000.00
212	1 EA	Monolithic Median Nose; Complete in place for the sum of: <u> Four thousand </u>Dollars and <u> zero </u>cents per each	\$ 4,000.00	\$ 4,000.00

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
213	589 LF	Concrete Curb & Gutter, 6" Barrier; Complete in place for the sum of: <u>Thirty seven</u> Dollars and <u>zero</u> cents per linear foot	\$ 37.00	\$ 21,793.00
214	787 SY	Concrete Driveway (High Early Strength); Complete in place for the sum of: <u>Ninety one</u> Dollars and <u>zero</u> cents per square yard	\$ 91.00	\$ 71,617.00
215	251 SY	Concrete Sidewalk Type B; Complete in place for the sum of: <u>Seventy</u> Dollars and <u>zero</u> cents per square yard	\$ 70.00	\$ 17,570.00
216	2,626 SY	Concrete Sidewalk Type C and D; Complete in place for the sum of: <u>Seventy one</u> Dollars and <u>zero</u> cents per square yard	\$ 71.00	\$ 186,446.00
217	3 CY	Sidewalk Retaining Wall; Complete in place for the sum of: <u>One thousand one hundred</u> Dollars and <u>zero</u> cents per cubic yard	\$ 1,100.00	\$ 3,300.00
218	16 EA	ADA Curb Ramp; Complete in place for the sum of: <u>Two thousand four hundred twenty</u> Dollars and <u>zero</u> cents per each	\$ 2,420.00	\$ 38,720.00
219	786 LF	Reflective Pavement Markings Type I 4" White Broken; Complete in place for the sum of: <u>One</u> Dollars and <u>five</u> cents per linear foot	\$ 1.05	\$ 825.30

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
220	770 LF	Reflective Pavement Markings Type I 8" White Solid; Complete in place for the sum of: <u>Two</u> Dollars and <u>five</u> cents per linear foot	\$ 2.05	\$ 1,578.50
221	716 LF	Reflective Pavement Markings Type I 12" White Solid; Complete in place for the sum of: <u>Three</u> Dollars and <u>ten</u> cents per linear foot	\$ 3.10	\$ 2,219.60
222	696 LF	Reflective Pavement Markings Type I 24" White Solid; Complete in place for the sum of: <u>Six</u> Dollars and <u>fifteen</u> cents per linear foot	\$ 6.15	\$ 4,280.40
223	7 EA	Reflective Pavement Markings Type I White Arrow; Complete in place for the sum of: <u>One hundred twenty five</u> Dollars and <u>zero</u> cents per each	\$ 125.00	\$ 875.00
224	6 EA	Reflective Pavement Markings Type I White Double Arrow; Complete in place for the sum of: <u>Two hundred fifty one</u> Dollars and <u>zero</u> cents per each	\$ 251.00	\$ 1,506.00
225	2 EA	Reflective Pavement Markings Type I White Word; Complete in place for the sum of: <u>One hundred thirty seven</u> Dollars and <u>zero</u> cents per each	\$ 137.00	\$ 274.00
226	5,605 LF	Reflective Pavement Markings Type I 4" Yellow Solid; Complete in place for the sum of: <u>One</u> Dollars and <u>five</u> cents per linear foot	\$ 1.05	\$ 5,885.25

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
227	6,391 LF	Pavement Sealer 4"; Complete in place for the sum of: <u>zero</u> Dollars and <u>seven</u> cents per linear foot	\$ 0.07	\$ 447.37
228	770 LF	Pavement Sealer 8"; Complete in place for the sum of: <u>zero</u> Dollars and <u>fourteen</u> cents per linear foot	\$ 0.14	\$ 107.80
229	716 LF	Pavement Sealer 12"; Complete in place for the sum of: <u>zero</u> Dollars and <u>twenty one</u> cents per linear foot	\$ 0.21	\$ 150.36
230	696 LF	Pavement Sealer 24"; Complete in place for the sum of: <u>zero</u> Dollars and <u>forty two</u> cents per linear foot	\$ 0.42	\$ 292.32
231	7 EA	Pavement Sealer (Arrow); Complete in place for the sum of: <u>Eleven</u> Dollars and <u>forty</u> cents per each	\$ 11.40	\$ 79.80
232	6 EA	Pavement Sealer (Double Arrow); Complete in place for the sum of: <u>Twenty two</u> Dollars and <u>eighty</u> cents per each	\$ 22.80	\$ 136.80
233	2 EA	Pavement Sealer (Word); Complete in place for the sum of: <u>Eleven</u> Dollars and <u>forty</u> cents per each	\$ 11.40	\$ 22.80

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
234	6391 LF	Pavement Surface Prep for 4" Pavement Markings; Complete in place for the sum of: <u>zero</u> Dollars and <u>five</u> cents per linear foot	\$ 0.05	\$ 319.55
235	770 LF	Pavement Surface Prep for 8" Pavement Markings; Complete in place for the sum of: <u>zero</u> Dollars and <u>eleven</u> cents per linear foot	\$0.11	\$ 84.70
236	716 LF	Pavement Surface Prep for 12" Pavement Markings; Complete in place for the sum of: <u>zero</u> Dollars and <u>seventeen</u> cents per linear foot	\$ 0.17	\$ 121.72
237	696 LF	Pavement Surface Prep for 24" Pavement Markings; Complete in place for the sum of: <u>zero</u> Dollars and <u>thirty five</u> cents per linear foot	\$ 0.35	\$ 243.60
238	7 EA	Pavement Surface Prep for (Arrow) Pavement Markings; Complete in place for the sum of: <u>Eleven</u> Dollars and <u>forty</u> cents per each	\$ 11.40	\$ 79.80
239	6 EA	Pavement Surface Prep for (Double Arrow) Pvmnt Markings; Complete in place for the sum of: <u>Twenty two</u> Dollars and <u>eighty</u> cents per each	\$ 22.80	\$ 136.80

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
240	2 EA	Pavement Surface Prep for (Word) Pavement Markings; Complete in place for the sum of: <u>Eleven</u> Dollars and <u>forty</u> cents per each	\$ 11.40	\$ 22.80
241	8 EA	Install New Traffic Sign; Complete in place for the sum of: <u>Four hundred forty nine</u> Dollars and <u>zero</u> cents per each	\$ 449.00	\$ 3,592.00
242	4,567 SY	Block Sodding; Complete in place for the sum of: <u>Seven</u> Dollars and <u>thirty five</u> cents per square yard	\$ 7.35	\$ 33,567.45

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
300	902 LF	Trench Excavation Protection; Complete in place for the sum of: <u>Five</u> Dollars and <u>zero</u> cents per linear foot	\$ 5.00	\$ 4,510.00
301	213 LF	Install Precast Concrete Box Culvert (5 ft x 4 ft); Complete in place for the sum of: <u>One hundred thirty five</u> Dollars and <u>zero</u> cents per linear foot	\$ 135.00	\$ 28,755.00
302	91 LF	12" CLASS III RCP; Complete in place for the sum of: <u>Ninety eight</u> Dollars and <u>zero</u> cents per linear foot	\$ 98.00	\$ 8,918.00
303	202 LF	24" CLASS III RCP; Complete in place for the sum of: <u>One hundred twenty two</u> Dollars and <u>zero</u> cents per linear foot	\$ 122.00	\$ 24,644.00
304	477 LF	30" CLASS III RCP; Complete in place for the sum of: <u>One hundred forty</u> Dollars and <u>zero</u> cents per linear foot	\$140.00	\$66,780.00
305	8 LF	42" CLASS III RCP; Complete in place for the sum of: <u>Eight hundred fifty</u> Dollars and <u>zero</u> cents per linear foot	\$ 850.00	\$ 6,800.00
306	1 EA	Storm Sewer Manhole; Complete in place for the sum of: <u>Seven thousand nine hundred</u> Dollars and <u>zero</u> cents per each	\$ 7,900.00	\$ 7,900.00

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
307	5 EA	10' Recessed Curb Inlet; Complete in place for the sum of: <u>Seven thousand two hundred</u> Dollars and <u>zero</u> cents per each	\$ 7,200.00	\$ 36,000.00
308	2 EA	Wingwall (PW-1) (HW=7 ft); Complete in place for the sum of: <u>Twenty six thousand</u> Dollars and <u>zero</u> cents per each	\$ 26,000.00	\$ 52,000.00
309	83 SY	Gabion Mattress (Galv)(12" Depth); Complete in place for the sum of: <u>One hundred fifty</u> Dollars and <u>zero</u> cents per square yard	\$ 150.00	\$ 12,450.00
310	6 EA	Safety End Treatment (Type II) (12" RCP) (4:1) C; Complete in place for the sum of: <u>Two thousand</u> Dollars and <u>zero</u> cents per each	\$ 2,000.00	\$ 12,000.00
311	3 EA	Grate Inlet, Type C; Complete in place for the sum of: <u>Five thousand nine hundred</u> Dollars and <u>zero</u> cents per each	\$ 5,900.00	\$ 17,700.00
SUBTOTAL DRAINAGE				
				\$ 1,254,101.82

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
400	2 EA	Fire Hydrant Assembly; Complete in place for the sum of: <u>Five thousand eight hundred</u> Dollars and <u>zero</u> cents per each	\$ 5,800.00	\$ 11,600.00
401	2 EA	Remove Fire Hydrant Assembly; for the sum of: <u>Two thousand three hundred</u> Dollars and <u>zero</u> cents per each	\$ 2,300.00	\$ 4,600.00
402	4 EA	Adjust Water Valve; Complete in place for the sum of: <u>One thousand</u> Dollars and <u>zero</u> cents per each	\$ 1,000.00	\$ 4,000.00
403	1 EA	Adjusting Sanitary Sewer Manhole; Complete in place for the sum of: <u>Seven hundred</u> Dollars and <u>zero</u> cents per each	\$ 700.00	\$ 700.00
404	1 EA	Adjusting Water Meter; Complete in place for the sum of: <u>Three thousand six hundred</u> Dollars and <u>zero</u> cents per each	\$ 3,600.00	\$ 3,600.00
405	2 EA	Relocating Water Meter; Complete in place for the sum of: <u>Five thousand four hundred</u> Dollars and <u>zero</u> cents per each	\$ 5,400.00	\$ 10,800.00
406	2 EA	12" Water Line Lowering; Complete in place for the sum of: <u>Seven thousand five hundred</u> Dollars and <u>zero</u> cents per each	\$ 7,500.00	\$ 15,000.00

Item No.	Quantity & Unit	Description & Price In Words	Prices in Figures	
			Unit Price	TOTAL
407	8 CY	Water Line Concrete Encasement; Complete in place for the sum of: Two hundred fifty Dollars and zero cents per cubic yard	\$ 250.00	\$ 2,000.00
408	1,455 LF	4" Fiber Multi-Duct; Complete in place for the sum of: Thirty six Dollars and seventy cents per linear foot	\$ 36.70	\$ 53,398.50
409	2,910 LF	1-1/4" HDPE SDR 11 Duct; Complete in place for the sum of: Six Dollars and ninety cents per linear foot	\$ 6.90	\$ 20,079.00
410	1,455 LF	10 AWG Tracer Wire; Complete in place for the sum of: zero Dollars and forty cents per linear foot	\$ 0.40	\$ 582.00
411	4 EA	Fiber Pull Box with Apron; Complete in place for the sum of: Six thousand one hundred five Dollars and zero cents per each	\$ 6,105.00	\$ 24,420.00
412	1 EA	Adjusting Irrigation Valve; Complete in place for the sum of: Five hundred Dollars and zero cents per each	\$ 500.00	\$ 500.00

413	2 EA	Relocating Irrigation Valve; Complete in place for the sum of: Six hundred fifty Dollars and zero cents per each	\$ 650.00	\$ 1,300.00
SUBTOTAL UTILITIES				
				\$ 152,579.50

OPTIONAL ITEMS/SERVICES				
500	1 LS	Storm Water Pollution Prevention Plan	\$ 25,000.00	\$ 25,000.00
501	1 LS	Construction Contingency	\$125,000.00	\$125,000.00
GRAND TOTAL				\$ <u>1,967,603.24</u>

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

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

Signed: _____

Company: Fort Worth Civil Constructors, LLC

Address: 1675-B So. Main St.

Keller, Texas 76248

Telephone: 817.562.2292

Fax: 817.562.2293

Federal ID Number: 47-5636153

SEAL
(If Corporation)

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

Addendum No. 1 Date Received: May 22, 2017

By: _____

Addendum No. 2 Date Received: _____

By: _____

Addendum No. 3 Date Received: _____

By: _____

Comparison Table

				Original Bid		Alternate Contract Pricing	
PAY				UNIT		UNIT	
ITEM	QTY	UNIT	ITEM DESCRIPTION	PRICE	AMOUNT	PRICE	AMOUNT
REMOVALS AND PREP ROW							
101	24	STA	RIGHT-OF-WAY PREPARATION	\$ 2,303.00	\$ 55,272.00	\$ 1,750.00	\$ 42,000.00
102	10	SY	REMOVING CONCRETE PAVEMENT (ROADWAY)	\$ 65.00	\$ 650.00	\$ 32.00	\$ 320.00
103	661	SY	REMOVING CONCRETE PAVEMENT (DRIVEWAY)	\$ 49.00	\$ 32,389.00	\$ 32.00	\$ 21,152.00
104	14	SY	REMOVING CONCRETE (RETAINING WALLS)	\$ 82.00	\$ 1,148.00	\$ 41.85	\$ 585.90
105	1446	SY	REMOVING CONCRETE (SIDEWALK OR RAMP)	\$ 31.00	\$ 44,826.00	\$ 25.00	\$ 36,150.00
106	284	LF	REMOVING CONCRETE (CURB & GUTTER)	\$ 15.00	\$ 4,260.00	\$ 13.00	\$ 3,692.00
107	63	SY	REMOVE CONCRETE (PAVERS)	\$ 42.00	\$ 2,646.00	\$ 37.00	\$ 2,331.00
108	52	SY	REMOVING STAB BASE AND ASPH PAV (0"-4") (ASPHALT DRIVEWAYS)	\$ 19.55	\$ 1,016.60	\$ 20.00	\$ 1,040.00
109	1735	SY	REMOVING STAB BASE AND ASPH PAV (3"-9") (ASPHALT ROADWAY)	\$ 7.80	\$ 13,533.00	\$ 8.00	\$ 13,880.00
110	43	LF	REMOVING METAL BEAM GUARD FENCE	\$ 26.00	\$ 1,118.00	\$ 26.00	\$ 1,118.00
111	50	LF	REMOVING ROD IRON FENCE	\$ 55.00	\$ 2,750.00	\$ 49.00	\$ 2,450.00
112	1	EA	REMOVE STRUCTURE (INLET)	\$ 2,000.00	\$ 2,000.00	\$ 1,300.00	\$ 1,300.00
113	2	EA	REMOVE STRUCTURE (HEADWALL)	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00
114	48	LF	REMOVE STRUCTURE (PIPE)	\$ 36.00	\$ 1,728.00	\$ 33.00	\$ 1,584.00
115	33	LF	REMOVE STRUCTURE (CONCRETE BOX CULVERT)	\$ 250.00	\$ 8,250.00	\$ 250.00	\$ 8,250.00
116	8	EA	REMOVE STRUCTURE (DRIVEWAY CULVERT)	\$ 1,000.00	\$ 8,000.00	\$ 1,000.00	\$ 8,000.00
117	2869	SY	ROADWAY MILLING	\$ 4.90	\$ 14,058.10	\$ 4.90	\$ 14,058.10
118	1392	LF	ELIMINATE EXISTING PAVEMENT MARKING (4")	\$ 1.20	\$ 1,670.40	\$ 0.70	\$ 974.40
119	338	LF	ELIMINATE EXISTING PAVEMENT MARKING (8")	\$ 1.11	\$ 375.18	\$ 1.04	\$ 351.52
120	524	LF	ELIMINATE EXISTING PAVEMENT MARKING (12"-24")	\$ 4.65	\$ 2,436.60	\$ 1.70	\$ 890.80
121	12	EA	ELIMINATE EXISTING PAVEMENT MARKING (ARROW)	\$ 120.00	\$ 1,440.00	\$ 48.60	\$ 583.20
122	2	EA	ELIMINATE EXISTING PAVEMENT MARKING (WORD)	\$ 120.00	\$ 240.00	\$ 55.50	\$ 111.00
123	4	EA	REMOVE/ RELOCATE MAILBOX (POST)	\$ 1,955.00	\$ 7,820.00	\$ 1,500.00	\$ 6,000.00
124	3	EA	REMOVE & REPLACE MAILBOX (BRICK)	\$ 7,200.00	\$ 21,600.00	\$ 6,700.00	\$ 20,100.00
			TOTAL BID AMOUNT - REMOVALS AND PREP ROW		\$ 235,226.88		\$ 192,921.92
TRAFFIC CONTROL							
125	1	LS	MOBILIZATION AND BONDS	\$ 240,000.00	\$ 240,000.00	\$ 170,000.00	\$ 170,000.00
126	4	MO	BARRICADES, SIGNS, AND TRAFFIC HANDLING	\$ 12,500.00	\$ 50,000.00	\$ 12,000.00	\$ 48,000.00
			TOTAL BID AMOUNT - TRAFFIC CONTROL		\$ 290,000.00		\$ 218,000.00
ROADWAY							
200	2623	CY	ROADWAY EXCAVATION	\$ 36.00	\$ 94,428.00	\$ 22.70	\$ 59,542.10
201	483	CY	COMPACTED ROADWAY FILL AND EMBANKMENT	\$ 5.00	\$ 2,415.00	\$ 5.00	\$ 2,415.00
202	41	TON	PORTLAND CEMENT	\$ 150.00	\$ 6,150.00	\$ 150.00	\$ 6,150.00
203	33	TON	LIME	\$ 170.00	\$ 5,610.00	\$ 170.00	\$ 5,610.00
204	2380	SY	LIME AND CEMENT MODIFICATION OF SUBGRADE 8" DEPTH	\$ 10.00	\$ 23,800.00	\$ 10.00	\$ 23,800.00
205	2928	SY	FULL DEPTH FLEXIBLE PAVEMENT BASE REPAIR	\$ 92.00	\$ 269,376.00	\$ 65.00	\$ 190,320.00
206	6855	SY	PAVING FABRIC (PETRO-MAT)	\$ 3.30	\$ 22,621.50	\$ 2.40	\$ 16,452.00
207	835	TON	TYPE B HMAC PG64-22	\$ 101.00	\$ 84,335.00	\$ 92.00	\$ 76,820.00
208	937	TON	TYPE D HMAC PG64-22	\$ 110.00	\$ 103,070.00	\$ 95.00	\$ 89,015.00
209	915	SY	8" CONCRETE STREET PAVING (TYPE III)	\$ 116.00	\$ 106,140.00	\$ 99.00	\$ 90,585.00
210	124	LF	PEDESTRIAN HANDRAIL, TxDOT TYPE "F"	\$ 115.00	\$ 14,260.00	\$ 110.00	\$ 13,640.00
211	10	SY	LANDSCAPE PAVERS	\$ 117.00	\$ 1,170.00	\$ 100.00	\$ 1,000.00
212	1	EA	MONOLITHIC MEDIAN NOSE	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00
213	589	LF	CONCRETE CURB AND GUTTER, 6" BARRIER	\$ 41.75	\$ 24,590.75	\$ 37.00	\$ 21,793.00
214	787	SY	CONCRETE DRIVEWAY (HIGH EARLY STRENGTH)	\$ 103.00	\$ 81,061.00	\$ 91.00	\$ 71,617.00
215	251	SY	CONCRETE SIDEWALK TYPE B	\$ 78.25	\$ 19,640.75	\$ 70.00	\$ 17,570.00
216	2626	SY	CONCRETE SIDEWALK TYPE C AND D	\$ 80.85	\$ 212,312.10	\$ 71.00	\$ 186,446.00
217	3	CY	SIDEWALK RETAINING WALL	\$ 1,305.00	\$ 3,915.00	\$ 1,100.00	\$ 3,300.00
218	16	EA	ADA CURB RAMP	\$ 3,000.00	\$ 48,000.00	\$ 2,420.00	\$ 38,720.00
219	786	LF	REFLECTIVE PAVEMENT MARKINGS TYPE I 4" WHITE BROKEN	\$ 1.05	\$ 825.30	\$ 1.05	\$ 825.30
220	770	LF	REFLECTIVE PAVEMENT MARKINGS TYPE I 8" WHITE SOLID	\$ 2.05	\$ 1,578.50	\$ 2.05	\$ 1,578.50
221	716	LF	REFLECTIVE PAVEMENT MARKINGS TYPE I 12" WHITE SOLID	\$ 3.10	\$ 2,219.60	\$ 3.10	\$ 2,219.60
222	696	LF	REFLECTIVE PAVEMENT MARKINGS TYPE I 24" WHITE SOLID	\$ 6.15	\$ 4,280.40	\$ 6.15	\$ 4,280.40
223	7	EA	REFLECTIVE PAVEMENT MARKINGS TYPE I WHITE ARROW	\$ 125.00	\$ 875.00	\$ 125.00	\$ 875.00
224	6	EA	REFLECTIVE PAVEMENT MARKINGS TYPE I WHITE DOUBLE ARROW	\$ 251.00	\$ 1,506.00	\$ 251.00	\$ 1,506.00
225	2	EA	REFLECTIVE PAVEMENT MARKINGS TYPE I WHITE WORD	\$ 137.00	\$ 274.00	\$ 137.00	\$ 274.00
226	5605	LF	REFLECTIVE PAVEMENT MARKINGS TYPE I 4" YELLOW SOLID	\$ 1.05	\$ 5,885.25	\$ 1.05	\$ 5,885.25
227	6391	LF	PAVEMENT SEALER 4"	\$ 0.07	\$ 447.37	\$ 0.07	\$ 447.37
228	770	LF	PAVEMENT SEALER 8"	\$ 0.15	\$ 115.50	\$ 0.14	\$ 107.80
229	716	LF	PAVEMENT SEALER 12"	\$ 0.22	\$ 157.52	\$ 0.21	\$ 150.36
230	696	LF	PAVEMENT SEALER 24"	\$ 0.45	\$ 313.20	\$ 0.42	\$ 292.32
231	7	EA	PAVEMENT SEALER (ARROW)	\$ 11.40	\$ 79.80	\$ 11.40	\$ 79.80
232	6	EA	PAVEMENT SEALER (DOUBLE ARROW)	\$ 22.80	\$ 136.80	\$ 22.80	\$ 136.80
233	2	EA	PAVEMENT SEALER (WORD)	\$ 11.40	\$ 22.80	\$ 11.40	\$ 22.80
234	6391	LF	PAVEMENT SURFACE PREP FOR 4" PAVEMENT MARKINGS	\$ 0.05	\$ 319.55	\$ 0.05	\$ 319.55
235	770	LF	PAVEMENT SURFACE PREP FOR 8" PAVEMENT MARKINGS	\$ 0.11	\$ 84.70	\$ 0.11	\$ 84.70
236	716	LF	PAVEMENT SURFACE PREP FOR 12" PAVEMENT MARKINGS	\$ 0.17	\$ 121.72	\$ 0.17	\$ 121.72
237	696	LF	PAVEMENT SURFACE PREP FOR 24" PAVEMENT MARKINGS	\$ 0.35	\$ 243.60	\$ 0.35	\$ 243.60
238	7	EA	PAVEMENT SURFACE PREP FOR ARROW	\$ 11.40	\$ 79.80	\$ 11.40	\$ 79.80
239	6	EA	PAVEMENT SURFACE PREP FOR DOUBLE ARROW	\$ 22.80	\$ 136.80	\$ 22.80	\$ 136.80
240	2	EA	PAVEMENT SURFACE PREP FOR WORD	\$ 11.40	\$ 22.80	\$ 11.40	\$ 22.80
241	8	EA	INSTALL NEW TRAFFIC SIGN	\$ 449.00	\$ 3,592.00	\$ 449.00	\$ 3,592.00
242	4567	SY	BLOCK SODDING	\$ 7.35	\$ 33,567.45	\$ 7.35	\$ 33,567.45
			TOTAL AMOUNT BID - ROADWAY		\$ 1,184,280.56		\$ 975,644.82
DRAINAGE							
300	902	LF	TRENCH EXCAVATION PROTECTION	\$ 5.00	\$ 4,510.00	\$ 5.00	\$ 4,510.00
301	213	LF	INSTALL PRECAST CONCRETE BOX CULVERT (5 FT X 4 FT)	\$ 152.67	\$ 32,518.71	\$ 135.00	\$ 28,755.00
302	91	LF	12" CLASS III RCP	\$ 114.93	\$ 10,458.63	\$ 98.00	\$ 8,918.00
303	202	LF	24" CLASS III RCP	\$ 141.50	\$ 28,583.00	\$ 122.00	\$ 24,644.00
304	477	LF	30" CLASS III RCP	\$ 165.00	\$ 78,705.00	\$ 140.00	\$ 66,780.00
305	8	LF	42" CLASS III RCP	\$ 854.00	\$ 6,832.00	\$ 850.00	\$ 6,800.00
306	1	EA	STORM SEWER MANHOLE	\$ 8,900.00	\$ 8,900.00	\$ 7,900.00	\$ 7,900.00
307	5	EA	10' RECESSED CURB INLET	\$ 8,200.00	\$ 41,000.00	\$ 7,200.00	\$ 36,000.00
308	2	EA	WINGWALL (PW-1) (HW=7 FT)	\$ 30,000.00	\$ 60,000.00	\$ 26,000.00	\$ 52,000.00
309	83	SY	GABION MATTRESS (GALV)(12" DEPTH)	\$ 163.00	\$ 13,529.00	\$ 150.00	\$ 12,450.00
310	6	EA	SAFETY END TREATMENT (TYPE II)(12" RCP)(4:1)P	\$ 2,600.00	\$ 15,600.00	\$ 2,000.00	\$ 12,000.00
311	3	EA	GRATE INLET, TYPE C	\$ 6,500.00	\$ 19,500.00	\$ 5,900.00	\$ 17,700.00
			TOTAL AMOUNT BID - DRAINAGE		\$ 320,136.34		\$ 278,457.00
UTILITIES							
400	2	EA	FIRE HYDRANT ASSEMBLY	\$ 6,450.00	\$ 12,900.00	\$ 5,800.00	\$ 11,600.00
401	2	EA	REMOVE FIRE HYDRANT ASSEMBLY	\$ 2,600.00	\$ 5,200.00	\$ 2,300.00	\$ 4,600.00
402	4	EA	ADJUST WATER VALVE	\$ 1,500.00	\$ 6,000.00	\$ 1,000.00	\$ 4,000.00
403	1	EA	ADJUST SANITARY SEWER MANHOLE	\$ 800.00	\$ 800.00	\$ 700.00	\$ 700.00
404	1	EA	ADJUST WATER METER	\$ 4,000.00	\$ 4,000.00	\$ 3,600.00	\$ 3,600.00
405	2	EA	RELOCATE WATER METER	\$ 7,300.00	\$ 14,600.00	\$ 5,400.00	\$ 10,800.00
406	2	EA	12" WATER LINE LOWERING	\$ 10,300.00	\$ 20,600.00	\$ 7,500.00	\$ 15,000.00
407	8	CY	WATER LINE CONCRETE ENCASEMENT	\$ 330.00	\$ 2,640.00	\$ 250.00	\$ 2,000.00
408	1455	LF	4" FIBER MULTI-DUCT	\$ 45.32	\$ 65,940.60	\$ 36.70	\$ 53,398.50
409	2910	LF	1-1/4" HDPE SDR 11 DUCT	\$ 17.35	\$ 50,488.50	\$ 6.90	\$ 20,079.00
410	1455	LF	10 AWG TRACER WIRE	\$ 0.40	\$ 582.00	\$ 0.40	\$ 582.00
411	4	EA	FIBER PULL BOX WITH APRON	\$ 7,175.00	\$ 28,700.00	\$ 6,105.00	\$ 24,420.00
412	1	EA	ADJUST IRRIGATION VALVE	\$ 865.00	\$ 865.00	\$ 500.00	\$ 500.00
413	2	EA	RELOCATE IRRIGATION VALVE	\$ 1,200.00	\$ 2,400.00	\$ 650.00	\$ 1,300.00
			TOTAL AMOUNT BID - UTILITIES		\$ 215,716.10		\$ 152,579.50
ADDITIONAL ITEMS/SERVICES							
500	1	LS	STORM WATER POLLUTION PREVENTION PLAN	\$ 38,500.00	\$ 38,500.00	\$ 25,000.00	\$ 25,000.00
501	1	LS	CONSTRUCTION CONTINGENCY	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00
			TOTAL AMOUNT BID - ADDITIONAL ITEMS/SERVICES		\$ 163,500.00		\$ 150,000.00
			TOTAL PROJECT AMOUNT		\$ 2,408,859.88		\$ 1,967,603.24

RESOLUTION R-14-3781

**REPLACING RESOLUTION R-13-3666 AND ADOPTING A
COMPREHENSIVE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR
FISCAL YEARS 2015-2019 FOR THE CITY OF COLLEYVILLE, TEXAS**

WHEREAS, planning for capital expenditures is an essential function of local government; and

WHEREAS, a multi-year capital improvement program is an important communication tool for residents and businesses; and

WHEREAS, a multi-year capital improvement program is a valuable tool in addressing infrastructure renewal and replacement needs and an essential part of the City's financial planning.

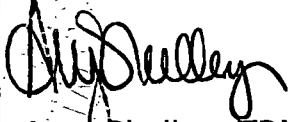
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF COLLEYVILLE, TEXAS:**

- Sec. 1. THAT this resolution replaces Resolution R-13-3666.
- Sec. 2. THAT the Fiscal Year 2015-2019 Capital Improvement Program attached as Exhibit "A", is hereby adopted.
- Sec. 3. THAT the Capital Improvement Program will be reviewed and updated on an annual basis, or as otherwise necessary.
- Sec. 4. THAT changes to the Capital Improvement Program will require approval of the City Council.

AND IT IS SO RESOLVED.

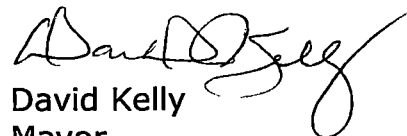
APPROVED BY A VOTE OF 6 AYES, 1 NAYS, AND 0 ABSTENTIONS ON THIS
THE 16TH DAY OF SEPTEMBER 2014.

ATTEST:



Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE



David Kelly
Mayor

Exhibit "A"

FY 2015-2019 Capital Improvement Program

Project Year	Project ID	Title	Total Project Cost	CEDC (Parks, Trails & Libraries)	FHWA/TxDOT	General Fund	Grants/Other	Parkland Dedication Fund	Perimeter Street Fees	TIF	Tomorrow Fund	Utility Fund	Utility Fund - End of Year Transfer	Water Impact Fees	Total Funding	Not Funded
2015	FC15-001	Service Center - Design	250,000	0	0	0	250,000	0	0	0	0	0	0	0	250,000	0
	OT15-002	Temporary Repair of Whites Chapel Road Bridge	150,000	0	0	150,000	0	0	0	0	0	0	0	0	150,000	0
	OT15-003	Reconstruct Bedford Road Retaining Wall	350,163	0	0	350,163	0	0	0	0	0	0	0	0	350,163	0
	PK15-001	Construct New Trail 2015	150,000	150,000	0	0	0	0	0	0	0	0	0	0	150,000	0
	PK15-002	Construct Cottonbelt II Spur @ Webb House	165,000	165,000	0	0	0	0	0	0	0	0	0	0	165,000	0
	PK15-003	Pleasant Run Park and Soccer Field Improvements	200,000	0	0	0	0	200,000	0	0	0	0	0	0	200,000	0
	PK15-005	Pleasant Run Trail Construction (Bogart to Mission)	277,000	277,000	0	0	0	0	0	0	0	0	0	0	277,000	0
	PK15-006	Improvements at Cotton Belt-LD Lockett Park Trailhead	504,137	100,000	0	0	0	404,137	0	0	0	0	0	0	504,137	0
	PK15-007	Future CEDC Projects	500,000	500,000	0	0	0	0	0	0	0	0	0	0	500,000	0
	PK15-008	Senior Center Repairs	100,000	100,000	0	0	0	0	0	0	0	0	0	0	100,000	0
	PK15-009	Pleasant Run Playground	75,000	0	0	0	0	75,000	0	0	0	0	0	0	75,000	0
	ST15-001	2015 Miscellaneous Concrete Repairs	500,000	0	0	500,000	0	0	0	0	0	0	0	0	500,000	0
	ST15-003	Rehabilitate Jackson Road	267,400	0	0	267,400	0	0	0	0	0	0	0	0	267,400	0
	ST15-005	Pavement Markings 2015	100,000	0	0	100,000	0	0	0	0	0	0	0	0	100,000	0
	ST15-006	Construct Glade Road	5,700,000	0	0	0	0	0	0	5,700,000	0	0	0	0	5,700,000	0
	ST15-007	Misc Major Asphalt Maintenance 2015	500,000	0	0	500,000	0	0	0	0	0	0	0	0	500,000	0
	ST15-008	Construct SH 28, Phase II	14,000,000	0	14,000,000	0	0	0	0	0	0	0	0	0	14,000,000	0
	T15-001	Fiber Build Phase	394,700	0	0	0	0	0	0	0	394,700	0	0	0	394,700	0
	UT15-001	Upsize Utility Lines (Reagan Estates)	662,648	0	0	0	0	0	0	0	0	250,000	360,032	52,616	662,648	0
			24,846,048	1,292,000	14,000,000	1,867,563	250,000	679,137	0	5,700,000	394,700	250,000	360,032	52,616	24,846,048	0
2016	PK16-001	Construct New Trail 2016	150,000	150,000	0	0	0	0	0	0	0	0	0	0	150,000	0
	ST16-004	Design Pleasant Run (Shelton to Tinker)	156,000	0	0	156,000	0	0	0	0	0	0	0	0	156,000	0
	ST16-004	Miscellaneous Concrete Repair	500,000	0	0	500,000	0	0	0	0	0	0	0	0	500,000	0
	ST16-005	Rehabilitate Bandit Trail - 2016 County Project	250,000	0	0	250,000	0	0	0	0	0	0	0	0	250,000	0
	ST16-007	Pavement Markings 2016	100,000	0	0	100,000	0	0	0	0	0	0	0	0	100,000	0
	ST16-009	Misc Major Asphalt Maintenance 2016	500,000	0	0	500,000	0	0	0	0	0	0	0	0	500,000	0
				1,656,000	150,000	0	1,506,000	0	0	0	0	0	0	0	1,656,000	0
2017	PK17-001	Construct New Trail 2017	150,000	150,000	0	0	0	0	0	0	0	0	0	0	150,000	0
	ST16-001	Reconstruct Pleasant Run (Shelton to Tinker)	1,161,800	0	0	1,161,800	0	0	0	0	0	0	0	0	1,161,800	0
	ST17-001	2017 Miscellaneous Concrete Repair	500,000	0	0	500,000	0	0	0	0	0	0	0	0	500,000	0
	ST17-002	Rehabilitate Streets TBD (2017 County Project)	250,000	0	0	250,000	0	0	0	0	0	0	0	0	250,000	0
	ST17-006	Pavement Markings 2017	100,000	0	0	100,000	0	0	0	0	0	0	0	0	100,000	0
	ST17-007	Misc Major Asphalt Maintenance 2017	500,000	0	0	500,000	0	0	0	0	0	0	0	0	500,000	0
	UT17-001	Upsize Utility Lines (Woodbriar/Quail Crest Estates)	2,161,141	0	0	0	0	0	0	0	0	500,000	1,661,141	0	2,161,141	0
				4,822,941	150,000	0	2,511,800	0	0	0	0	500,000	1,661,141	0	4,822,941	0
2018	PK18-001	Construct Pleasant Run Trail (Cotton Belt RR to John McCain)	300,000	300,000	0	0	0	0	0	0	0	0	0	0	300,000	0
	ST18-003	Design Pleasant Run (Tinker to John McCain)	321,000	0	0	232,998	0	0	88,002	0	0	0	0	0	321,000	0
	ST18-002	2018 Miscellaneous Concrete Repair	500,000	0	0	500,000	0	0	0	0	0	0	0	0	500,000	0
	ST18-003	Rehabilitate Streets TBD - 2018 County Road Project	250,000	0	0	250,000	0	0	0	0	0	0	0	0	250,000	0
	ST18-006	Pavement Markings 2018	100,000	0	0	100,000	0	0	0	0	0	0	0	0	100,000	0
	ST18-007	Misc Major Asphalt Maintenance 2018	500,000	0	0	500,000	0	0	0	0	0	0	0	0	500,000	0
	UT18-001	Upsize Utility Lines (Sunrise Terrace, Brighton Oaks) (MOVE TO 2018)	1,889,243	0	0	0	0	0	0	0	0	250,000	1,639,243	0	1,889,243	0
				3,860,243	300,000	0	1,582,998	0	0	88,002	0	250,000	1,639,243	0	3,860,243	0

Unfunded

FIVE-YEAR TOTAL

[illegible]

Glade Road Project Update

**April 17, 2017
City Council Worksession**

Scope of Worksession



Objective Statement – To provide the City Council with additional information to address questions presented during the January 24, 2017 Worksession

- **Phase 1 Update**
- **Interim Maintenance**
- **Information Requested**
- **Additional Analysis**
 - Comparison Chart
 - Base Option
 - Alternate Option 1
 - Alternate Option 2
 - Alternate Option 3
 - Alternate Option 4
 - Alternate Option 5
 - Alternate Option 6
- **Updated Cost Estimates**
- **City Council Direction**

Glade Road Phase 1



Phase 4
Western City
Limits to Bransford
Road

Phase 1
Bransford Road
to Manning Drive

Phase 2
Manning Drive to
Pool Road

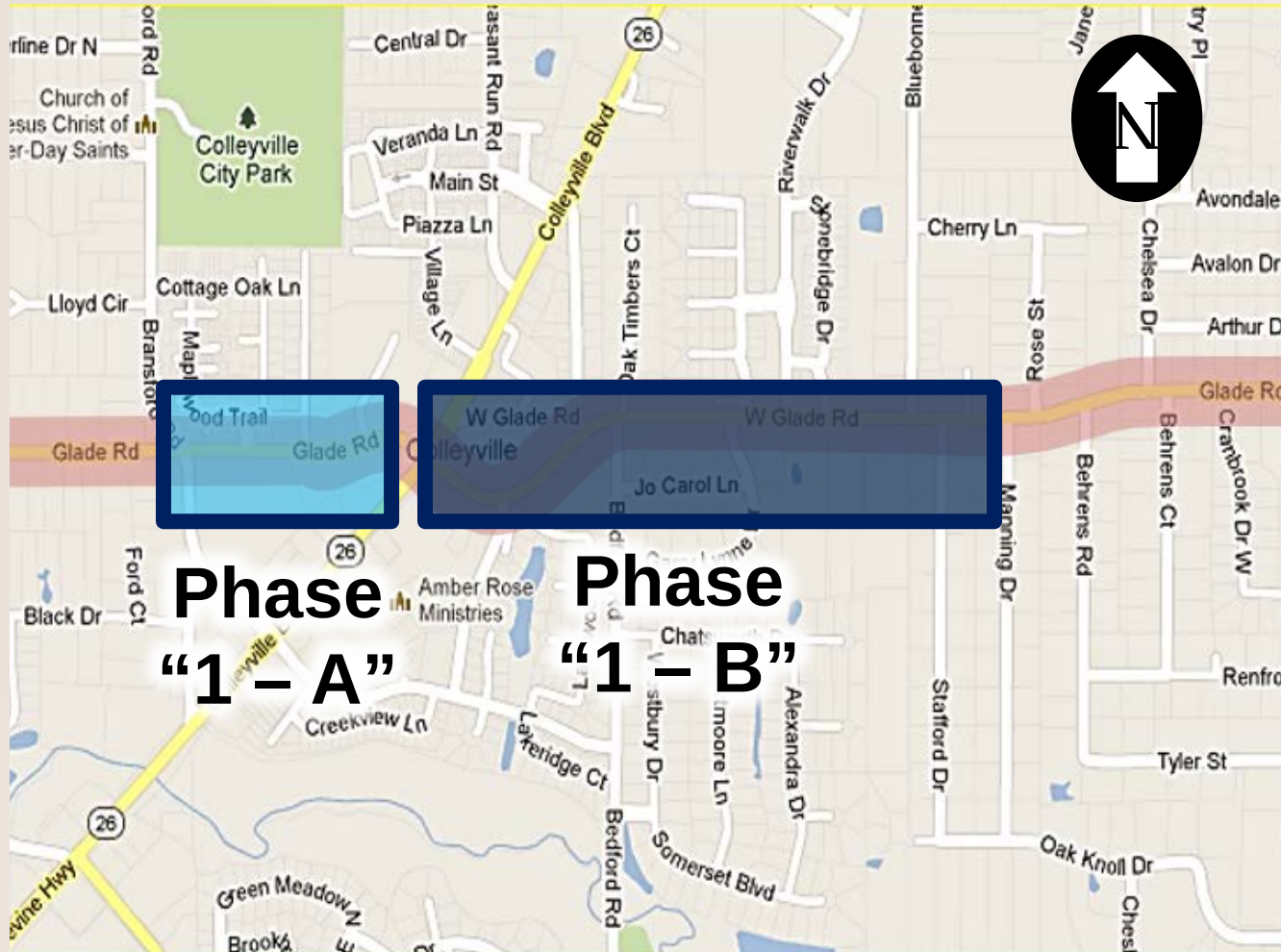
Phase 3
Pool Road to
Heritage Avenue

Phase I - Update



Project Information

- In order to start the construction of Glade Road this summer, the decision was made to split Phase 1. The first section "1A" is currently in the final stages of acquiring the right-of-way (ROW) and staff has been coordinating with franchise utilities to get the area cleared for construction.
 - The tentative schedule for "1A" is as follows,
 - Advertise for bids in May
 - Award a contract in June
 - Start construction in July
 - The second section "1B" is in the ROW acquisition process and will have significant utility relocations. The construction schedule for "1B" is yet to be determined.



Interim Maintenance

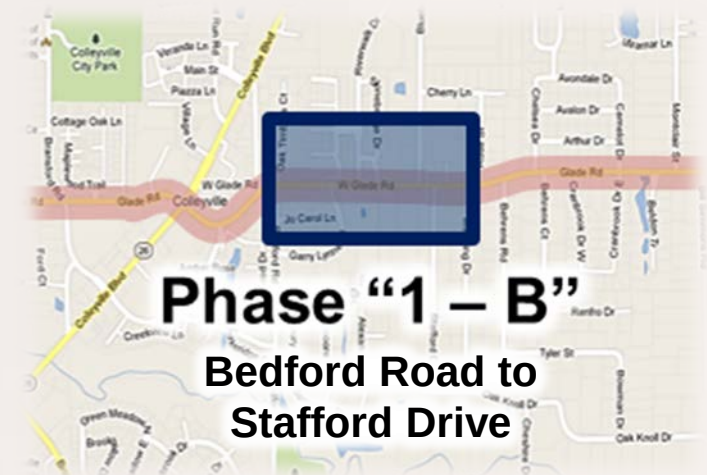
- In order to address the pavement condition and ride quality of the sections of Glade Road that are not slated for reconstruction in the near future, a maintenance project was included in the current year of the Capital Improvement Program.
- The work includes a level-up course in order to address any rutting, and a 2" asphalt overlay which will address the surface condition of the roadway and improve ride quality.
- This will be a short term solution that will provide a better driving surface until such time that the complete reconstruction can be performed.



Completed



**Scheduled for
Late April 2017**



**Could be added to the
Interim Maintenance
Project Scope**

Information Requested



During the January 24, 2017 City Council Worksession, City Council identified questions and requested additional information about various options for Phase 2 of Glade Road which required further analysis including:

- A comparison chart that clearly shows information on the options that include, impacted trees, ROW impacts, costs, and a summary of each option's design elements
- Consideration of the combination of the original "Base" project and "Option 3", per the recommendation of the design consultant
- Consideration of a full depth reclamation style reconstruction project with the addition of ribbon curbs for Glade Road - Phase 2
- Consideration of a full depth reclamation style maintenance project for Glade Road - Phase 2
- Updated costs for all Glade Road phases

Additional Analysis



Base Option

- Curb and gutters with turn lanes, trail on the north side and sidewalk on the south

Alternate Option 1

- Ribbon curb with roadside ditches, no turn lanes, sidewalk on the north side from Montclair Street to Pool Road only, and a trail on the south

Alternate Option 2

- Option 1 with the addition of grate inlet along with the roadside ditches (storm drainage)

Alternate Option 3

- Option 2 with the addition of left turn lanes

Alternate Option 4

- A combination of two options. The Base Option for Rose to Montclair and Alternate Option 3 for Montclair to Pool Road

Alternate Option 5

- Pavement reclamation with the addition of ribbon curbs and additional grading, limited pedestrian facilities (sidewalk from Behrens Road to Behrens Court, this creates a continuous sidewalk on the south side of Glade Road)

Alternate Option 6

- Pavement reclamation only, no additional pedestrian facilities

Comparison Chart (Phase 2 Options)

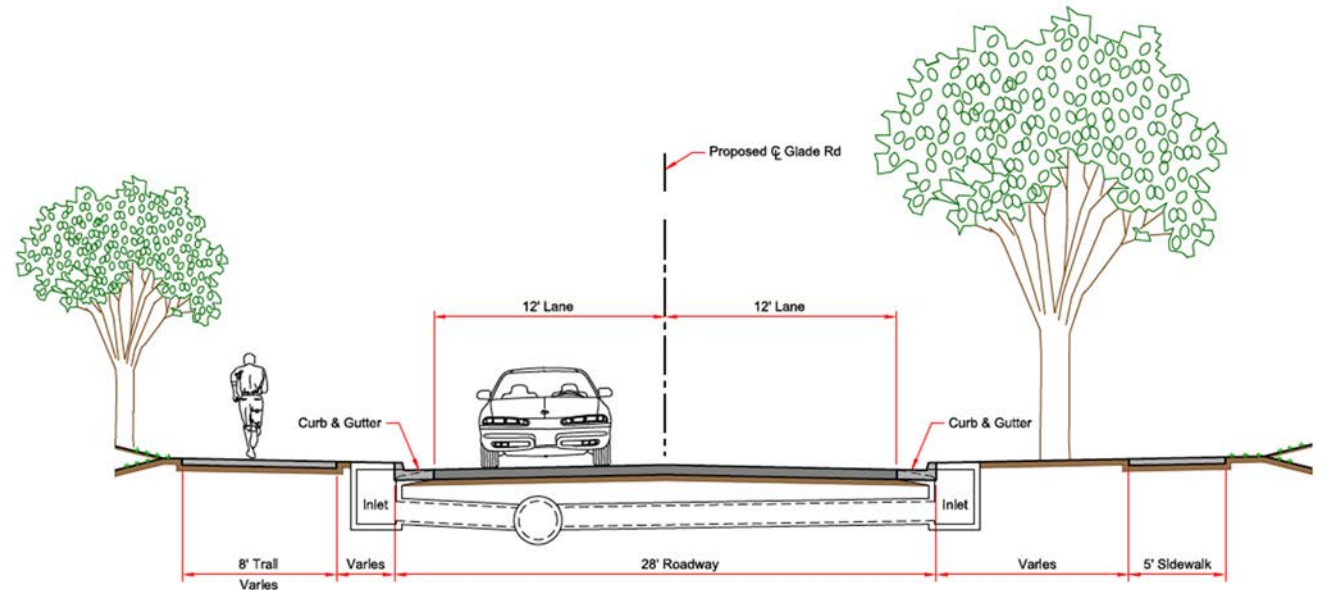


Glade Road Phase 2

	Tree Removals		ROW / Easements Needed			Drainage Features			Paving Features			Cost		Summary	
	Trees Removed Less than 6" or in Poor Condition	Trees Removed Greater than 6" or in Fair/Good Condition	ROW Parcels Needed	Permanent Esmts Needed	Temporary Esmts Needed	Ditches Only	Ditches with Storm Drain	Storm Drain Only	Ribbon Curb	Curb & Gutter	Left Turn Lanes	Construction Cost	ROW/Esmt Cost	Summary	Difference from Base Option
Base Option Curb & Gutter 10' Trail on North & 5' Sidewalk on the South	13	36	5	2	18			X		X	X	\$4,592,419	\$215,740	\$4,808,158	\$0
Option 1 Pavement Reclamation Roadside Ditches & Driveway Culverts	31	101	19	7	17	X			X			\$3,308,733	\$478,918	\$3,787,652	-\$1,020,507
Option 2 Pavement Reclamation Roadside Swales & Grate Inlets	26	36	13	3	13		X		X			\$3,220,391	\$263,217	\$3,483,608	-\$1,324,550
Option 3 Option 2 + Left Turn Lanes	32	74	14	3	20		X		X		X	\$3,506,508	\$280,952	\$3,787,460	-\$1,020,698
Option 4 Base Option (Rose - Montclair) Option 3 (Montclair - Pool)	18	43	5	4	19		X	X	X	X	X	\$4,295,864	\$222,153	\$4,518,017	-\$290,141
Option 5 Pavement Reclamation with Ribbon Curbs Added & Necessary Grading	12	14	4	0	0	X	X		X			\$1,995,147	\$157,151	\$2,152,298	-\$2,655,860
Option 6 Pavement Reclamation	0	0	0	0	0	X						\$1,344,141	\$0	\$1,344,141	-\$3,464,017

Phase 2 - Base Option

- Concrete curb and gutters
- Underground storm drainage system
- Left turn lanes
- Trail on the north
- Sidewalk on the south



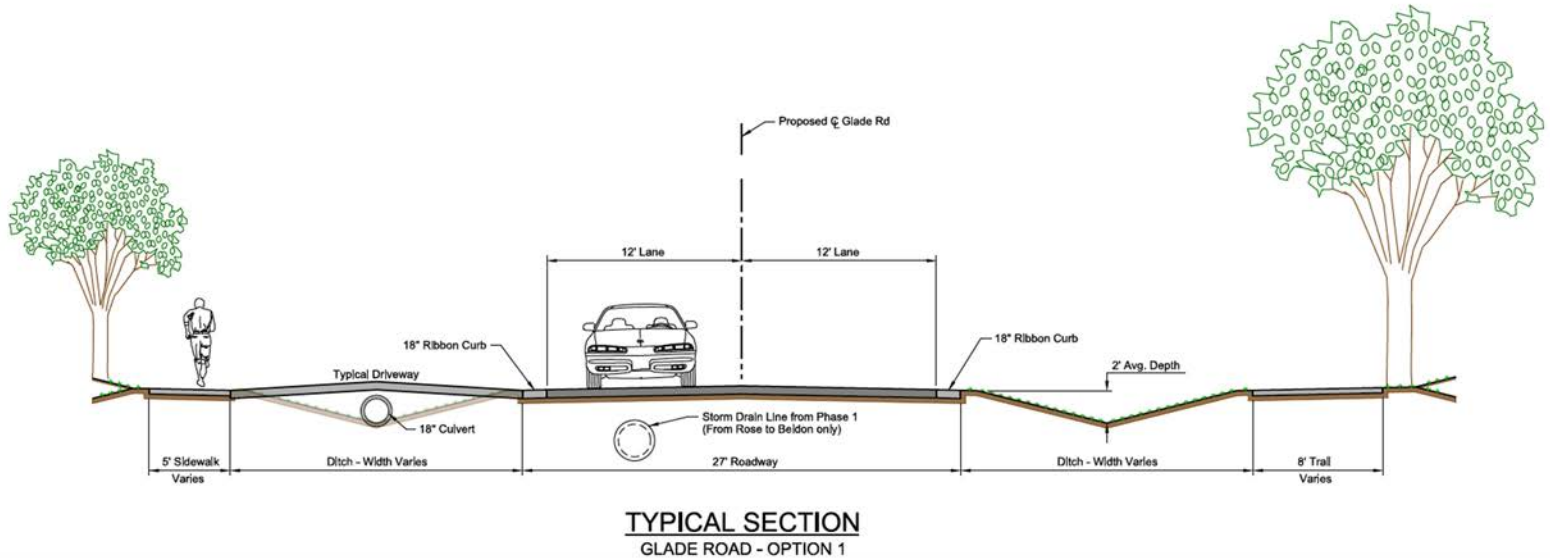
TYPICAL SECTION
GLADE ROAD - BASE OPTION



Phase 2 - Alternate Option 1



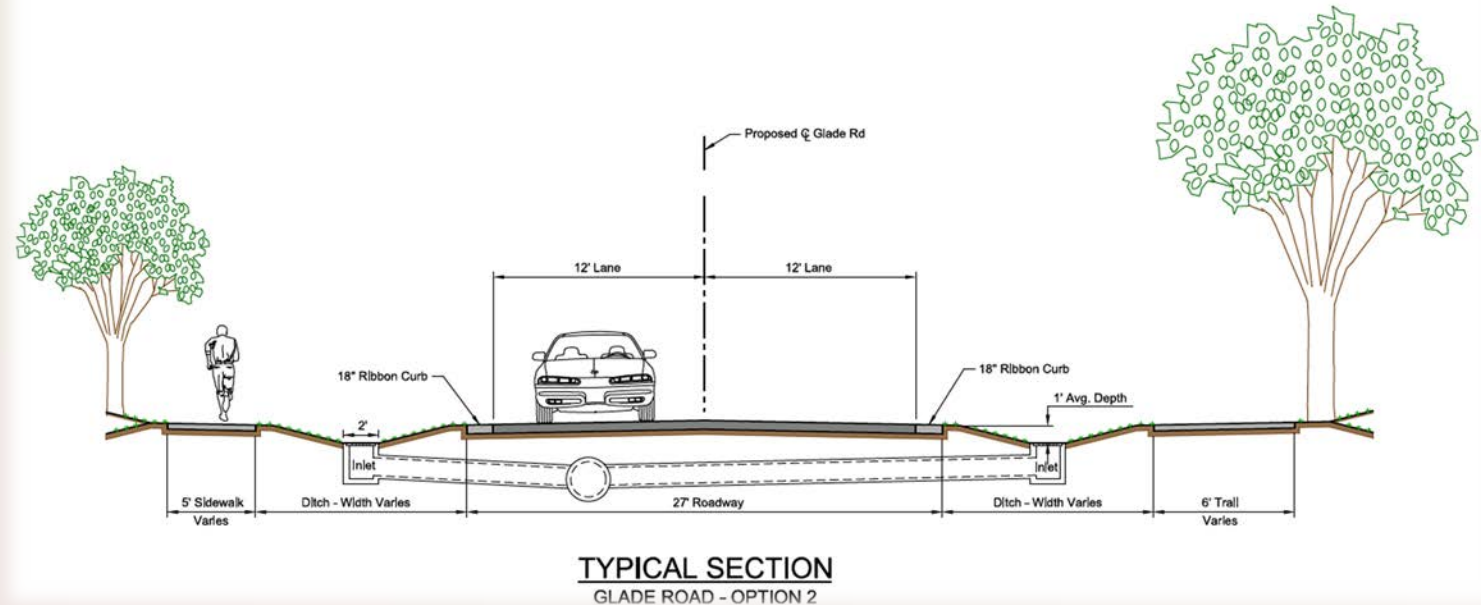
- Ribbon curb
- Reconstruct the roadside ditches
- No turn lanes
- Sidewalk on the north side from Montclair Street to Pool Road only
- Trail on the south



Phase 2 - Alternate Option 2



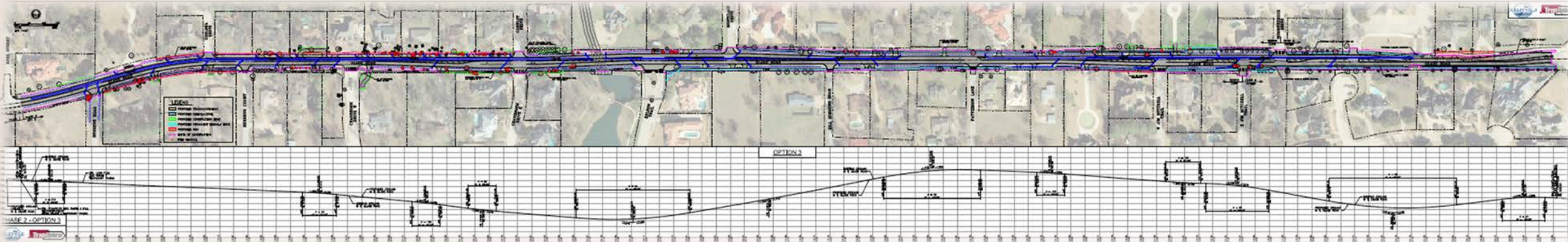
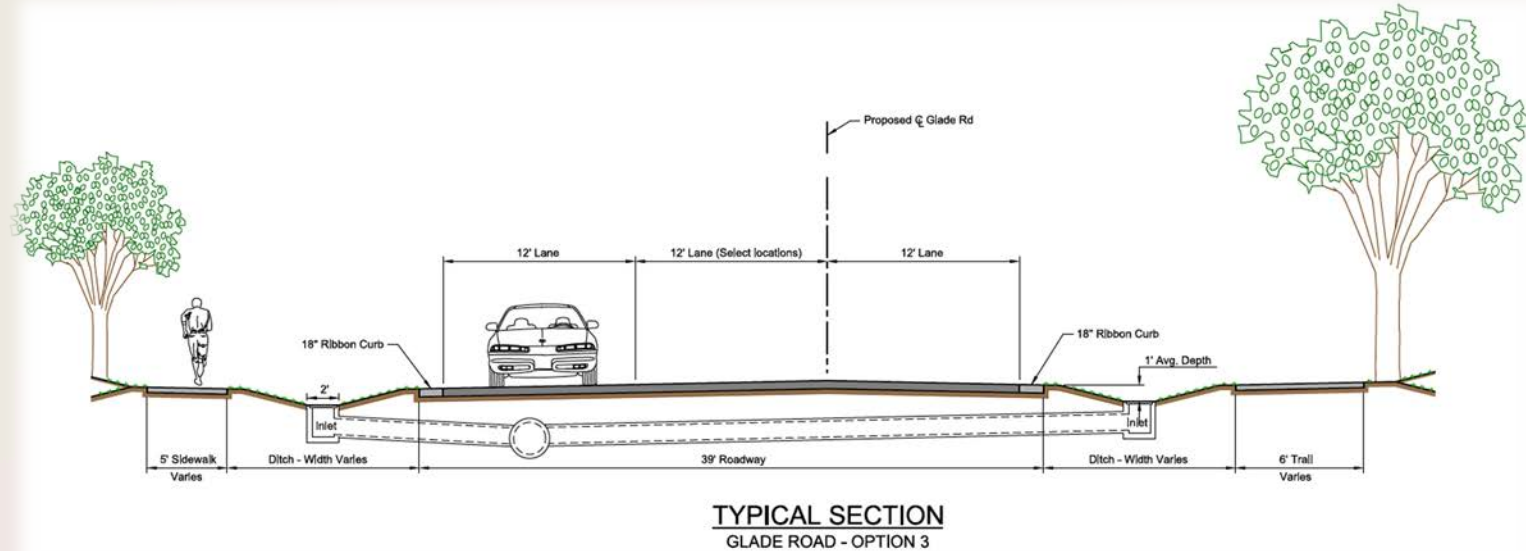
- Ribbon curb
- ***Drainage swales with grate inlets and underground storm drains***
- No turn lanes
- Sidewalk on the north side from Montclair Street to Pool Road only
- Trail on the south



Phase 2 - Alternate Option 3



- Ribbon curb
- Drainage swales with grate inlets and underground storm drains
- **With** turn lanes
- Sidewalk on the north side from Montclair Street to Pool Road only
- Trail on the south

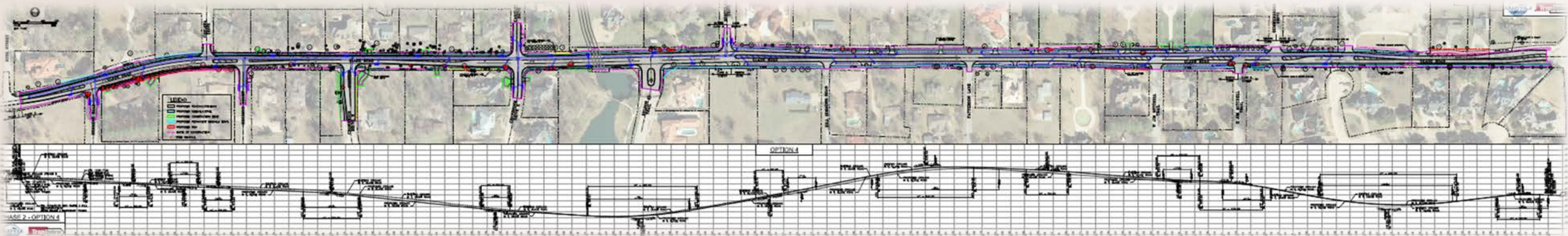
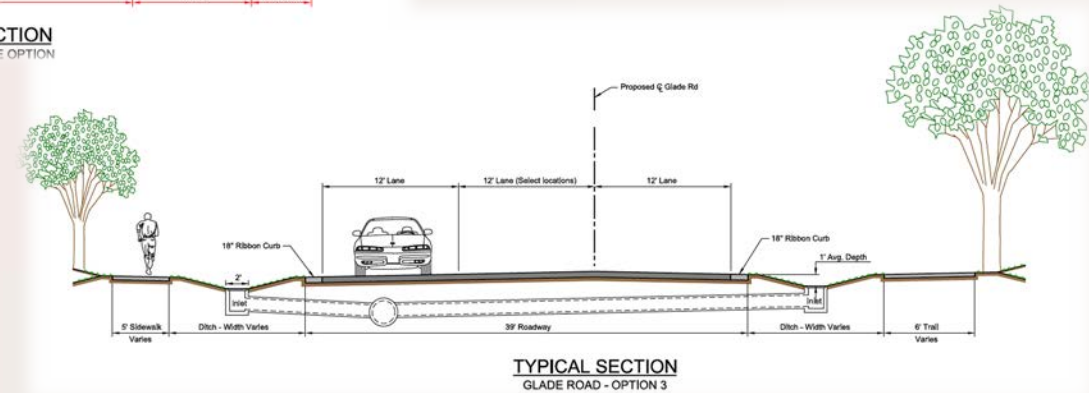
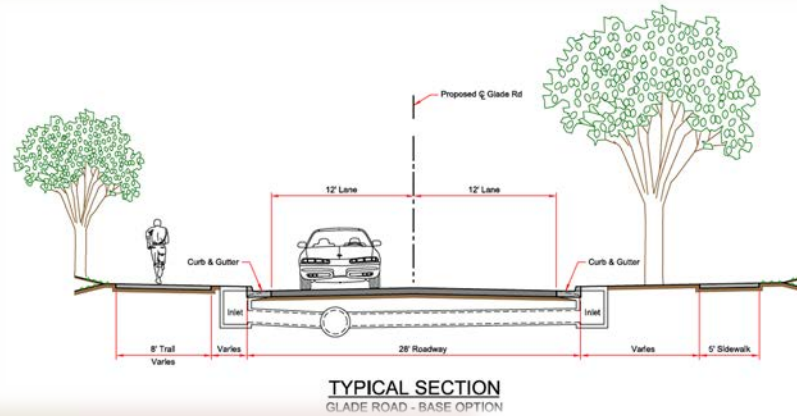


Phase 2 - Alternate Option 4



Combination of two options

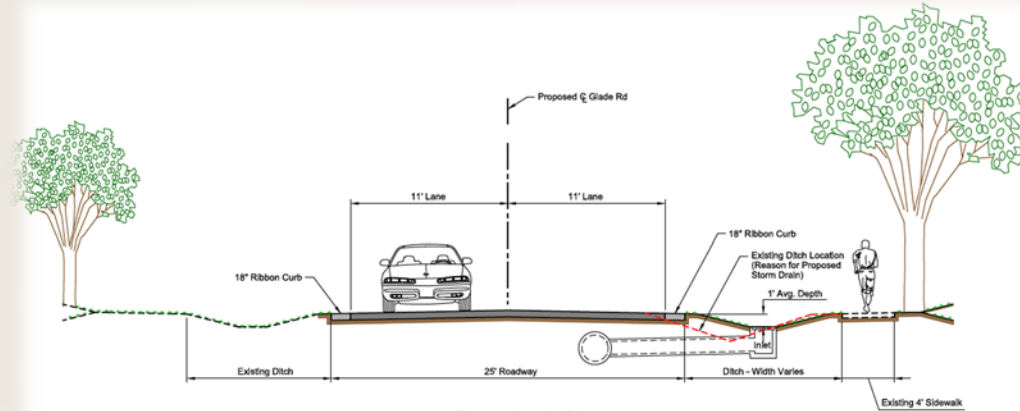
- Rose to Montclair
 - Base Option
- Montclair to Pool Road
 - Alternate Option 3



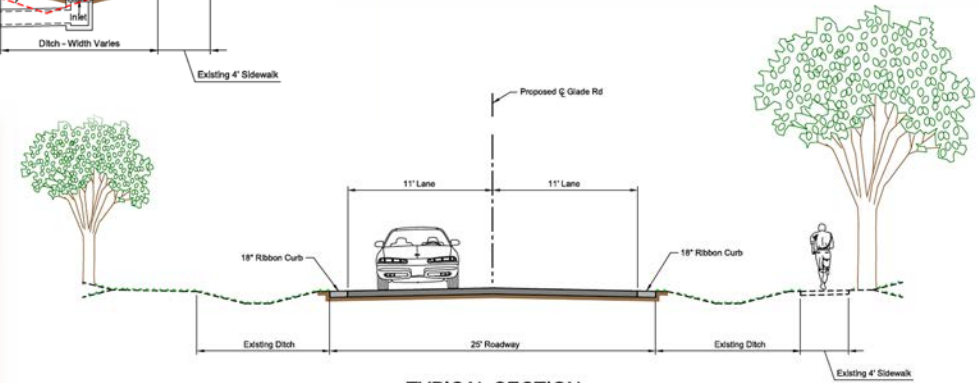
Phase 2 - Alternate Option 5



- Pavement Reclamation
- Ribbon curb
- Maintain the roadside ditches
- No turn lanes
- Limited pedestrian facilities (sidewalk from Behrens Road to Behrens Court, this creates a continuous sidewalk on the south side of Glade Road)



TYPICAL SECTION
GLADE ROAD - OPTION 5
(ROSE TO PATTERSON)



TYPICAL SECTION
GLADE ROAD - OPTION 5
(PATTERSON TO POOL)



Phase 2 - Alternate Option 6



- Pavement reclamation/New pavement
- Maintain the current roadway configuration
- Maintain the current roadside ditches
- No turn lanes
- No additional pedestrian facilities



Updated Cost Estimates



Glade Road Project Construction cost estimates

Phase "1 – A"	\$1,091,579
Phase "1 – B"	\$3,281,878
Phase 2	\$1,344,141 to \$4,808,158
Phase 3	\$3,782,545
Phase 4	\$4,250,758
Total =	\$13,750,901 to \$17,214,918

City Council Direction



Staff is seeking City Council direction on the following:

- Clarification of City Council preference for the design elements of Glade Road Phase 2
- Guidance as to whether or not to expand the current scope of the Interim Maintenance Project Scope to include Phase “1 – B”

Questions and Discussion

Glade Road Project Update

**January 24, 2017
City Council Worksession**

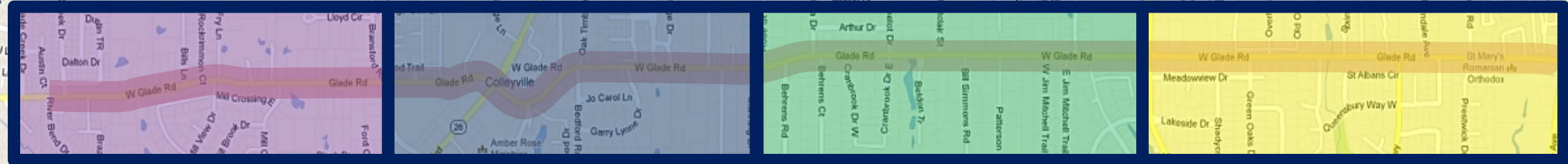
Scope of Worksession



Objective Statement – To provide the City Council with an update on the status of the Glade Road Project with a focus on addressing questions and requests for additional information presented during the August 24, 2016 worksession

- **Phasing Overview**
- **Current CIP Project Schedules**
- **Interim Maintenance**
- **Information Requested**
- **Phase 2 – Base Option**
- **Phase 2 – Base Option 1**
- **Phase 2 – Base Option 2**
- **Phase 2 – Base Option 3**
- **City Council Direction**

Phases of Glade Road Corridor



Phase 4
Western City
Limits to Bransford
Road

Phase 1
Bransford Road
to Manning Drive

Phase 2
Manning Drive to
Pool Road

Phase 3
Pool Road to
Heritage Avenue

Current Project Schedules



Capital Improvement Program



Currently Underway

- Design of Glade Road Phase 2 (Manning Drive to Pool Road)
- Design of Glade Road Phase 3 (Pool Road to Heritage Avenue)
- Design of Glade Road Phase 4 (Western City Limits to Bransford Road)

Funding Currently Allocated

- Construction of Glade Road Phase 1 (Bransford Road to Manning Drive)
- ROW Acquisition for Glade Road Phase 2 (Manning Drive to Pool Road)
- ROW Acquisition for Glade Road Phase 3 (Pool Road to Heritage Avenue)

In the Current 5-Year CIP in FY 2018

- Construction of Glade Road Phase 2 (Manning Drive to Pool Road)

In the Current 5-Year CIP in FY 2019

- Construction of Glade Road Phase 3 (Pool Road to Heritage Avenue)

Not included in the current 5 year CIP

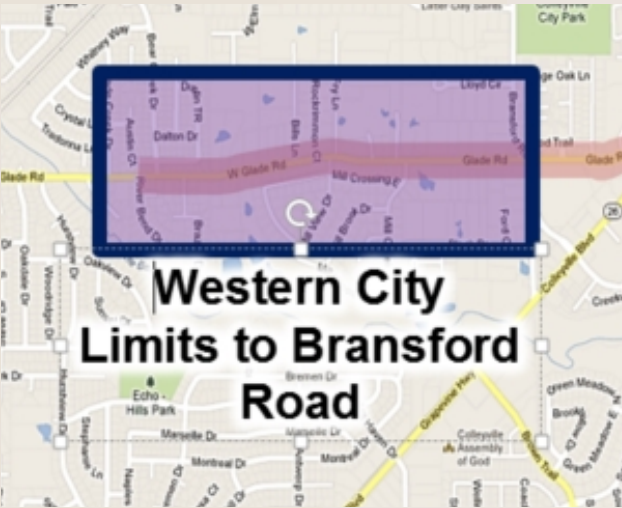
- ROW Acquisition for Glade Road Phase 4 (Western City Limits to Bransford Road)
- Construction of Glade Road Phase 4 (Western City Limits to Bransford Road)

Interim Maintenance



Funding

- Project budget: \$142,000
- Funding source
 - Capital Projects Fund



Project Information

- In order to address the pavement condition and ride quality of the sections of Glade Road that are not slated for reconstruction in the near future, a maintenance project was included in the current year of the Capital Improvement Program. The work will include a level-up course in order to address any rutting, and a 2" asphalt overlay which will address the surface condition of the roadway and improve ride quality. This will be a short term solution that will provide a better driving surface until such time the complete reconstruction can be performed. **Staff is working with the asphalt contractor to finalize the schedule and with City Council concurrence staff will work to get this work completed as soon as possible.**

Funding

- Project budget: \$198,000
- Funding source
 - Capital Projects Fund



Information Requested

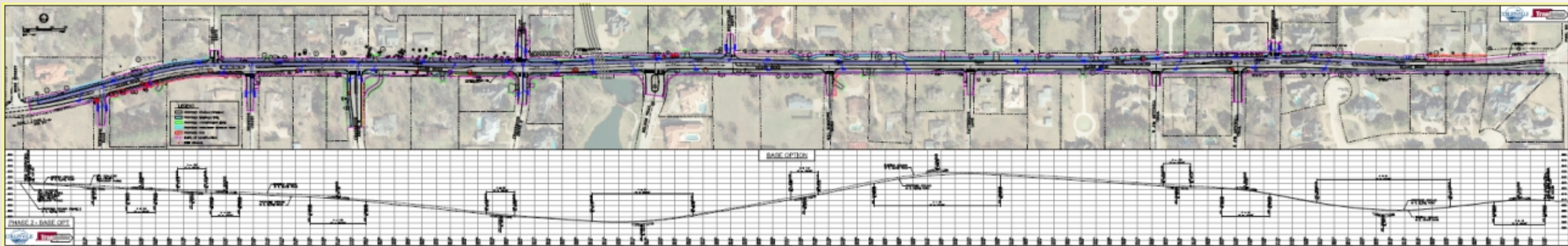


During the August 24, 2016 City Council worksession, staff presented an update on the Glade Road Project and during the discussion at the worksession, City Council identified questions and had requests for additional information about various options for Phase 2 of Glade Road which required further analysis including:

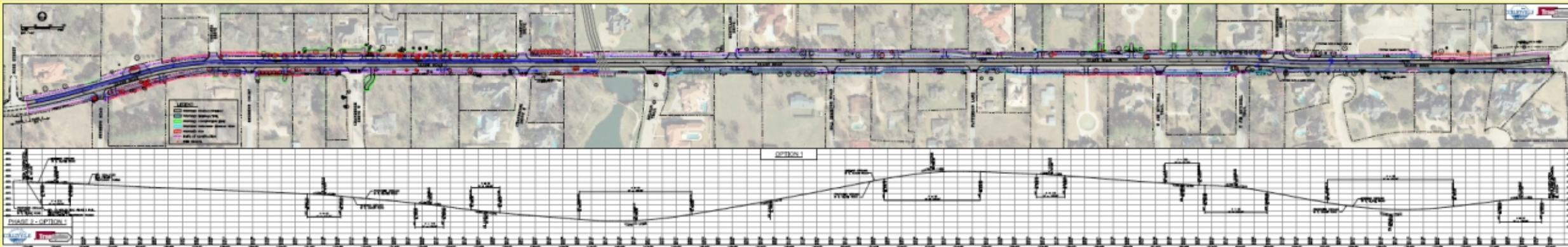
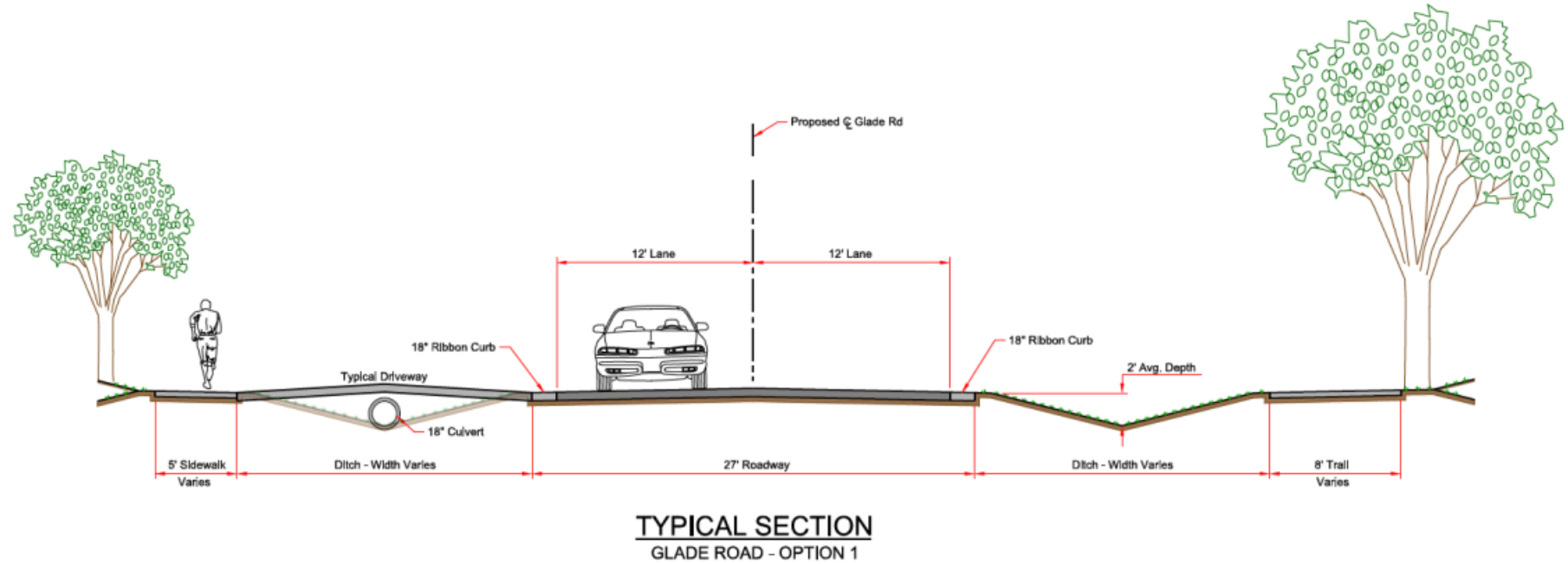
- **Base Option** - Curb and gutters with turn lanes, trail on the north side and sidewalk on the south
- **Option 1 - Ribbon curb with roadside ditches**, sidewalk/trail on the south side, sidewalk on the north side from Montclair to Pool Road, and no turn lanes
- **Option 2** - Ribbon curbs with roadside ditches **and inlets**, sidewalk/trail on the south side, sidewalk on the north from Montclair to Pool Road, and no turn lanes
- **Option 3** - Ribbon curbs with roadside ditches and inlets, sidewalk/trail on the south side, sidewalk on the north from Montclair to Pool Road, **and turn lanes**



Item	Unit	Price
1.000 kg of flour	kg	1.200,00
2.000 kg of sugar	kg	2.400,00
3.000 kg of oil	kg	3.600,00
4.000 kg of eggs	kg	4.800,00
5.000 kg of milk	kg	6.000,00
6.000 kg of yeast	kg	7.200,00
7.000 kg of salt	kg	8.400,00
8.000 kg of butter	kg	9.600,00
9.000 kg of vanilla	kg	10.800,00
10.000 kg of chocolate	kg	12.000,00



Phase 2 - Option 1

[illegible]

[illegible]

Phase 2 - Option 3



Final Design
Right of Way & Right of Use Acquisition
City of Colleyville, Texas
Proposed Q Glade Rd
Right of Way & Right of Use Acquisition
Final Design

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
101	Right of Way Acquisition	SF	10,000	1.00	10,000.00
102	Right of Way Acquisition	SF	2,000	1.00	2,000.00
103	Right of Way Acquisition	SF	1,000	1.00	1,000.00
104	Right of Way Acquisition	SF	500	1.00	500.00
105	Right of Way Acquisition	SF	250	1.00	250.00
106	Right of Way Acquisition	SF	125	1.00	125.00
107	Right of Way Acquisition	SF	62.5	1.00	62.50
108	Right of Way Acquisition	SF	31.25	1.00	31.25
109	Right of Way Acquisition	SF	15.625	1.00	15.625
110	Right of Way Acquisition	SF	7.8125	1.00	7.8125
111	Right of Way Acquisition	SF	3.90625	1.00	3.90625
112	Right of Way Acquisition	SF	1.953125	1.00	1.953125
113	Right of Way Acquisition	SF	976.5625	1.00	976.5625
114	Right of Way Acquisition	SF	488.28125	1.00	488.28125
115	Right of Way Acquisition	SF	244.140625	1.00	244.140625
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156	Right of Way Acquisition	SF	111.02230427876933251953125	1.00	111.02230427876933251953125
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160	Right of Way Acquisition	SF	6.938894017423083282470703125	1.00	6.938894017423083282470703125
161	Right of Way Acquisition	SF	3.4694470087115416412353515625	1.00	3.4694470087115416412353515625
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166	Right of Way Acquisition	SF	108.42027152722317626953125	1.00	108.42027152722317626953125
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168	Right of Way Acquisition	SF	27.1050678818057940673828125	1.00	27.1050678818057940673828125
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174	Right of Way Acquisition	SF	423.51668567821553228515625	1.00	423.51668567821553228515625
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176	Right of Way Acquisition	SF	105.8791714195538830712890625	1.00	105.8791714195538830712890625
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178	Right of Way Acquisition	SF	26.469792854888470767822265625	1.00	26.469792854888470767822265625
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186	Right of Way Acquisition	SF	103.39762833965808893212890625	1.00	103.39762833965808893212890625
187	Right of Way Acquisition	SF	51.698814169829044466064453125	1.00	51.698814169829044466064453125
188	Right of Way Acquisition	SF	25.8494070849145222330322265625	1.00	25.8494070849145222330322265625
189	Right of Way Acquisition	SF	12.92470354245726111651611328125	1.00	12.92470354245726111651611328125
190	Right of Way Acquisition	SF	6.462351771228630558258056640625	1.00	6.462351771228630558258056640625
191	Right of Way Acquisition	SF	3.2311758856143152791290283203125	1.00	3.2311758856143152791290283203125
192	Right of Way Acquisition	SF	1.61558794280715763956451416015625	1.00	1.61558794280715763956451416015625
193	Right of Way Acquisition	SF	807.79397140357881928515625	1.00	807.79397140357881928515625
194	Right of Way Acquisition	SF	403.896985701789409642578125	1.00	403.896985701789409642578125
195	Right of Way Acquisition	SF	201.9484928508947048212890625	1.00	201.9484928508947048212890625
196	Right of Way Acquisition	SF	100.97424642544735241064453125	1.00	100.97424642544735241064453125
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211	Right of Way Acquisition	SF	3.08148945390159156524658203125	1.00	3.08148945390159156524658203125
212	Right of Way Acquisition	SF	1.540744726950795782623291015625	1.00	1.540744726950795782623291015625
213	Right of Way Acquisition	SF	770.37236287539789630625	1.00	770.37236287539789630625
214	Right of Way Acquisition	SF	385.186181437698948153125	1.00	385.186181437698948153125
215	Right of Way Acquisition	SF	192.5930907188494740765625	1.00	192.5930907188494740765625
216	Right of Way Acquisition	SF	96.29654535942473703828125	1.00	96.29654535942473703828125
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223	Right of Way Acquisition	SF	752.3167606205057576171875	1.00	752.3167606205057576171875
224	Right of Way Acquisition	SF	376.15838031025287880859375	1.00	376.15838031025287880859375
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228	Right of Way Acquisition	SF	23.509898769390804925537109375	1.00	23.5

City Council Direction



Staff is seeking City Council direction on the following:

- Concurrence with the execution of the interim maintenance of Glade Road from the Western City Limits to Bransford Road and Stafford Drive to Jim Mitchell Trail
- Clarification of the City Council's preference for the design elements of Glade Road Phase 2

Questions and Discussion

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Fort Worth Civil Constructors, LLC
Keller, TX United States

Certificate Number:
2017-211287

Date Filed:
05/22/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Colleyville, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Glade Road Phase IA

Reconstruct 800 LF of Glade Road west of Bransford Road, includes storm drainage, box culvert & sidewalks. Mill & Overlay
Glade Road from Bransford Road to SH 26, includes sidewalks

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Alumbaugh, Austin	Keller, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP/SEAL ABOVE

Sworn to and subscribed before me, by the said Austin Alumbaugh, this the 31st day of May, 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of authorized agent of contracting business entity

[Signature]
Signature of officer administering oath

Mandi R. Johnson
Printed name of officer administering oath

Notary Public
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Fort Worth Civil Constructors, LLC
Keller, TX United States

Certificate Number:
2017-211287

Date Filed:
05/22/2017

Date Acknowledged:
06/01/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Colleyville, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Glade Road Phase IA

Reconstruct 800 LF of Glade Road west of Bransford Road, includes storm drainage, box culvert & sidewalks. Mill & Overlay
Glade Road from Bransford Road to SH 26, includes sidewalks

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Alumbaugh, Austin	Keller, TX United States	X	

5 Check only if there is NO Interested Party.☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

RESOLUTION R-17-4140

**APPROVAL OF A CONSTRUCTION CONTRACT WITH FORT WORTH
CIVIL CONSTRUCTORS, LLC, FOR THE GLADE ROAD PHASE 1A
PROJECT, IN AN AMOUNT NOT TO EXCEED \$1,967,603.24, WHICH
INCLUDES A \$125,000 CONTINGENCY**

WHEREAS, the Colleyville City Council is committed to the best interests of the health, safety, and welfare of the citizens of Colleyville; and

WHEREAS, the Glade Road Phase 1A Project is a part of the Glade Road Phase 1 Project that is included in the Fiscal Year 2015 CIP, which was approved by City Council on September 16, 2014, by Resolution R-14-3781; and

WHEREAS, all legal prerequisites for the approval of this Resolution have been met, including but not limited to the Open Meetings Act.

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

- Sec. 1. THAT all of the above findings are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Sec. 2. THAT the City of Colleyville desires to improve the section of Glade Road between Bransford Road and Colleyville Boulevard, generally consistent with Exhibit "A".
- Sec. 3. THAT the Colleyville City Council authorizes the city manager to execute the contract and any associated change orders with Fort Worth Civil Constructors, LLC, in an amount not to exceed \$1,967,603.24.

AND IT IS SO RESOLVED.

PASSED BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS ON THIS
THE 6TH DAY OF JUNE 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Nancy Coplen	_____
Place 6, Mike Taylor	_____		

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TMRC
City Secretary

Richard Newton
Mayor

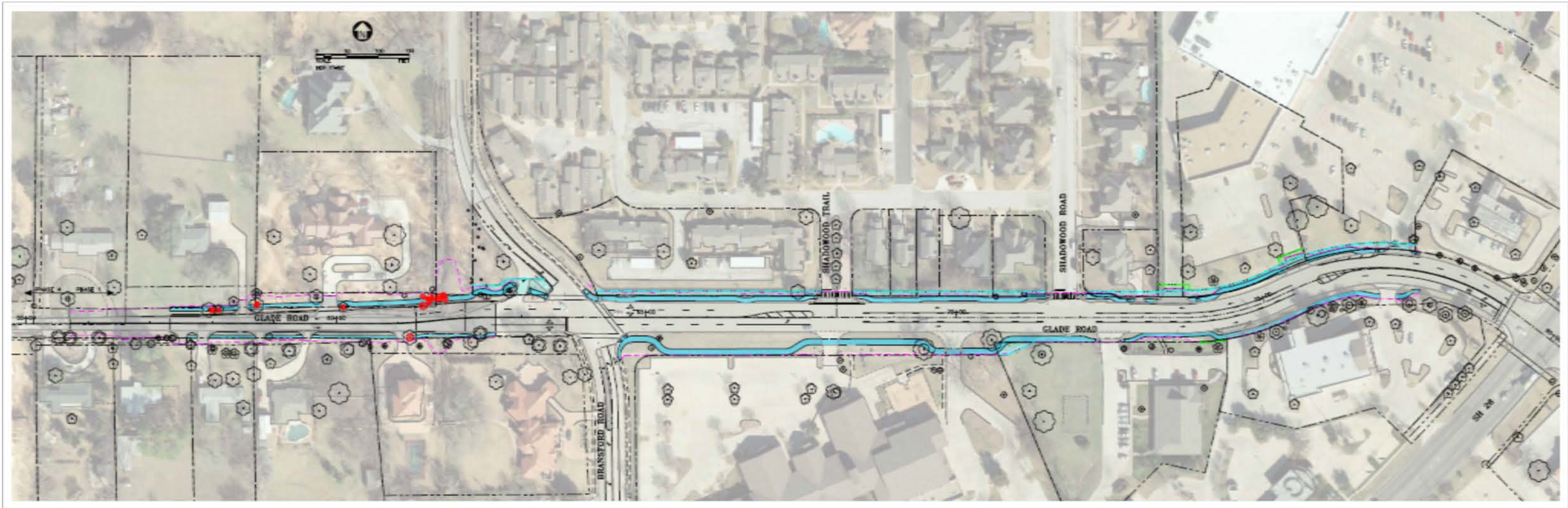


Exhibit A

Glade Road Phase 1A



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7e

Agenda Date 06/06/2017

Number Resolution R-17-4141

Type Resolution

Department Public Works

Title

Approval of a construction contract with North Texas Contracting, Inc. for the Pleasant Run Road Project (Shelton Drive to John McCain Road), in an amount not to exceed \$4,938,170.50 which includes a \$600,000 contingency, and authorize the city manager to execute the contract and any associated change orders

Strategic Plan

3.1 Upgrade the condition of major roads and neighborhood streets

Explanation

Reading and Public Hearing

The Comprehensive Five Year Capital Improvement Program (CIP) adopted by City Council on September 20, 2016, by attached Resolution R-16-4037, includes the construction of Pleasant Run Road from Shelton Road to John McCain Road as shown in the attached location map. On August 16, 2016 the City executed a Professional Services Agreement with Kimley-Horn and Associates for the design of drainage improvements, sidewalk and trail construction, water and sanitary sewer, and the street construction of Pleasant Run Road.

The Pleasant Run Road project was presented to City Council as part of the budget worksessions conducted June 20, 2016 and July 25, 2016. As presented at the worksessions, this construction project includes upsizing of an existing 6-inch water line, extension of a sanitary sewer line, improvements to the sanitary sewer service to the soccer field concession stand, as well as the installation of a ribbon curb, along with the rehabilitation of the existing asphalt roadway and an 8-foot trail along the east side of Pleasant Run Road and a 5-foot sidewalk along the west side of Pleasant Run Road from L.D. Lockett, up to the existing sidewalk at the roundabout on John McCain Road.

The project was advertised in the *Fort Worth Star-Telegram* on May 7, and May 14, 2017. The consultant reached out to several contractors, and three (3) bids were received on May 25, 2017.

Bidder

North Texas Contracting, Inc.

Texas Bit

SYB Construction Co., Inc.

Amount

\$4,938,170.50

\$5,631,118.97

\$5,787,065.70

The contractor's qualifications and references have been verified by the design consultant. The current construction market is busy and contractors are able to be selective about taking on new projects. Per the attached bid tabulation, the low bid was submitted by North Texas Contracting, Inc. with a total bid amount of \$4,938,170.50. Approval of the contract includes a \$600,000 contingency allowance which is less than 15% of the engineer's preliminary construction cost estimate. The contingency will be controlled by the City to address any field changes that may be necessary and/or to cover any cost overages that may occur during construction.

Funding for the construction of the Pleasant Run Road project (Shelton to John McCain) was originally planned in the FY 2017 CIP in the amount of \$4,300,000 for construction as follows:

Capital Projects Fund	\$2,743,300
CEDC	\$ 300,000
Water Impact fees	\$1,070,700
Utility Fund	<u>\$ 186,000</u>
Preliminary Cost Estimate	\$4,300,000

Additional funding in the amount of \$638,170.50 is being proposed to be allocated from various sources in order to cover the construction cost.

Capital Projects Fund	\$207,653.50
Perimeter Street Fees	\$162,082.00
Sidewalk District 5 Fund	\$ 36,679.00
Sidewalk District 6 Fund	\$166,006.00
Capital Sidewalk Funds	\$ 50,000.00
Utility Capital Projects Fund	\$ 15,750.00
Additional Funding	\$638,170.50

As discussed with the City Council at the December 20, 2016 worksession, Pleasant Run Road is planned to be constructed in phases, with one way traffic flow to the north during each phase of construction. Prior to beginning work, a public meeting will be held to communicate the project and share the timeline of construction with residents and homeowners associations. Electronic message boards will be strategically placed prior to beginning construction to notify the traveling public of the upcoming construction and detours. The contractor anticipates beginning construction this summer, and the contract time for the project is 270 calendar days.

Staff recommends approval of the award to North Texas Contracting, Inc. for the Pleasant Run Road Project (Shelton Drive to John McCain Road), in an amount not to exceed \$4,938,170.50 which includes a \$600,000 contingency, and authorize the city manager to execute the contract and any associated change orders. The Engineer's

Award letter and Bid Tabulation are attached.

Financial Impact

The construction of the Pleasant Run Road project is included in the FY 2017 Capital Improvement Program. Funding for this project is available from the originally identified sources including the Capital Projects Fund, Colleyville Economic Development Corporation Fund, and Water Impact Fee Fund, and the Utility Capital Projects Fund for a total of \$4,300,000. Additional funding to cover the cost of the project is available in the Capital Projects Fund, Perimeter Street Fees, Sidewalk District 5 Fund, Sidewalk District 6 Fund, Capital Sidewalk Funds, and Utility Capital Projects Fund for a total of additional funding of \$638,170.50.

The use of available balances in the Capital Projects Fund and Utility Capital Projects Fund will reduce the amount of funding that is available for future CIP projects.

Funding Source	Original CIP Amounts	Final Project Amounts	Additional Funding Sources
Capital Projects Fund	\$2,743,300.00	\$3,103,653.50	\$207,653.50
Perimeter Street Fees	\$0.00	\$162,082.00	\$162,082.00
Sidewalk District 5	\$0.00	\$36,679.00	\$36,679.00
Sidewalk District 6	\$0.00	\$166,006.00	\$166,006.00
Capital Sidewalk	\$0.00	\$50,000.00	\$50,000.00
CEDC	\$300,000.00	\$300,000.00	\$0.00
Utility Capital Projects Fund	\$186,000.00	\$201,750.00	\$15,750.00
Water Impact Fees	\$1,070,700.00	\$918,000.00	\$0.00
TOTALS	\$4,300,000.00	\$4,938,170.50	\$638,170.50

Recommendation

Approve

Attachments

1. Resolution R-16-4037
2. Location Map
3. Engineer's Letter and Bid Tabulation
4. Proposed Cross Section
5. Conflict of Interest Questionnaire
6. Form 1295
7. Resolution R-17-4141

RESOLUTION R-16-4037

A RESOLUTION ADOPTING A COMPREHENSIVE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2017- 2021 FOR THE CITY OF COLLEYVILLE, TEXAS

WHEREAS, planning for capital expenditures is an essential function of local government; and

WHEREAS, a multi-year capital improvement program is an important communication tool for residents and businesses; and

WHEREAS, a multi-year capital improvement program is a valuable tool in addressing infrastructure renewal and replacement needs, and an essential part of the City's financial planning.

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

- Sec. 1. THAT the Fiscal Year 2017-2021 Capital Improvement Program attached as Exhibit "A", is hereby adopted.
- Sec. 2. THAT the Capital Improvement Program will be reviewed and updated on an annual basis, or as otherwise necessary.
- Sec. 3. THAT changes to the Capital Improvement Program will require approval of the City Council.
- Sec 4. THAT this Capital Improvement Program for Fiscal Years 2017-2021 replaces any previously approved Capital Improvement Programs for those years reflected in each.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF 6 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS 20TH DAY OF SEPTEMBER 2016.

Mayor Richard Newton
Place 1, Tammy Nakamura
Place 2, Bobby Lindamood
Place 4, Jody Short

Aye
Aye
Aye
Absent

Mayor Pro Tem Chris Putnam
Place 5, Nancy Coplen
Place 6, Mike Taylor

Aye
Aye
Aye

ATTEST:

A handwritten signature in black ink, appearing to read 'Amy Shelley', written over the printed name.

Amy Shelley, TRMC
Secretary

CITY OF COLLEYVILLE

A handwritten signature in black ink, appearing to read 'Richard Newton', written over the printed name.

Richard Newton
Mayor

Exhibit "A"

2017

	Total Project Cost	Capital Projects Fund	CEDC (Parks, Trails & Libraries)	County Funding	Drainage Fund	Perimeter Street Fees	Impact Fees - Area II (West of 26)	TIF	Utility Fund	Wastewater Impact Fees	Water Impact Fees	Other: City Funding	Total Funding	Non Funded
Civil Improvements at Public Works Service Center Site - CONSTRUCTION	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000	\$0
Glade Road (Phase 2 - Manning to Pool) - ROW	\$430,000	\$0	\$0	\$0	\$0	\$0	\$0	\$430,000	\$0	\$0	\$0	\$0	\$430,000	\$0
Glade Road (Phase 3 - Pool to Heritage) - ROW	\$190,000	\$0	\$0	\$0	\$0	\$0	\$0	\$190,000	\$0	\$0	\$0	\$0	\$190,000	\$0
Glade Road Maintenance Partial (Phase II) (Stafford to Jim Mitchell)	\$198,000	\$198,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$198,000	\$0
Glade Road Maintenance Partial (Phase IV) Asphalt Rehab (Western City Limits to Bransford Rd)	\$142,000	\$142,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$142,000	\$0
Hunter Lane - Rehabilitation	\$160,000	\$160,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$160,000	\$0
John McCain Rehabilitation (Westcoat to Pleasant Run and Shepherds Glen to Maranatha Court) - County Project	\$1,647,222	\$591,000	\$0	\$394,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$662,222 *	\$1,647,222	\$0
L. D. Lockett (Precinct Line Road to Westcoat Drive) - Rehabilitation	\$725,000	\$725,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$725,000	\$0
McDonwell School Road and Westcoat Drive Roundabout - DESIGN	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0
Pleasant Run (Shelton to John McCain) - Rehabilitation (Companion to Water Project 11/Partial and WW Project 3/Partial)	\$4,300,000	\$2,743,300	\$300,000	\$0	\$0	\$0	\$0	\$0	\$186,000	\$0	\$1,070,700	\$0	\$4,300,000	\$0
Roberts Road (Glade to Grapevine City Limits) - DESIGN	\$162,000	\$162,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$162,000	\$0
UPS Battery Backup Replacement at Justice Center	\$85,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,000	\$85,000	\$0
Water Project 10: Apple Valley Subd./Rustic Oaks Subd./ Bills Lane Water Lines - DESIGN	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000	\$0	\$0	\$0	\$70,000	\$0
Water Project 11: Partial (John McCain Water Line Upsizing)	\$446,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$446,000	\$0	\$0	\$0	\$446,000	\$0
Water Project 8: Pressure Relief and Flow Control Valves and Piping (John McCain/Bandit Trail Vicinity) - DESIGN	\$42,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,500	\$0	\$0	\$0	\$42,500	\$0
WW Project 3 (Partial): Replace 6" and 8" Pipelines (Manning Dr/Vicinity of Pleasant Run Rd and McDonwell School Rd) - DESIGN	\$27,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,000	\$0	\$0	\$0	\$27,000	\$0
WW Project 4: Remington Park and Clairemont Subdivisions Sewer Line Replacements to Improve Flow - DESIGN	\$33,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$33,000	\$0	\$0	\$0	\$33,000	\$0
	\$9,257,722	\$4,721,300	\$300,000	\$394,000	\$0	\$0	\$100,000	\$620,000	\$804,500	\$0	\$1,070,700	\$1,247,222	\$9,257,722	\$0

2018

														*Prior approved funding
Black Drive - Rehabilitation (Companion Project to Water Project #10)	\$174,987	\$174,987	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$174,987	\$0
Cheek-Sparger Road (San Bar to Brown Trail) - DESIGN and ROW Acquisition	\$313,000	\$313,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$313,000	\$0
Glade Road (Phase 2 - Manning to Pool) - RECONSTRUCTION	\$5,484,000	\$0	\$0	\$0	\$0	\$342,897	\$0	\$4,724,103	\$0	\$0	\$417,000	\$0	\$5,484,000	\$0
L. D. Lockett (Westcoat Drive to Pleasant Run) - Rehabilitation	\$195,000	\$195,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$195,000	\$0
Manning Drive Rehabilitation (County Project) - Rehabilitation (Companion Project to Wastewater Project 3)	\$300,000	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0
McDonwell School Road and Westcoat Drive Roundabout - Construction	\$1,200,000	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200,000	\$0
Pleasant Run (John McCain to North City Limits) - Rehabilitation	\$450,000	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$0
Remington Parkway - Rehabilitation (Companion Project to Wastewater Project #4)	\$65,000	\$65,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65,000	\$0
Replacement of Palladium Windows	\$150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0
Roberts Road - RECONSTRUCTION	\$1,200,950	\$1,200,950	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200,950	\$0
Rustic Trail - Rehabilitation (Companion Project to Water Project #10)	\$55,000	\$55,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,000	\$0
Water Project 10: Apple Valley Subdivision/Rustic Oaks Subdivisions/ Bills Lane Water Lines - CONSTRUCTION	\$550,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$550,000	\$0	\$0	\$0	\$550,000	\$0
Water Project 8: Install Pressure Relief and Flow Control Valves and Associated Piping - CONSTRUCTION	\$348,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$273,000	\$0	\$0	\$0	\$348,000	\$0
WW Project 3 (Partial): Replace 6" and 8" Pipelines on Manning Drive/Vicinity of Pleasant Run and McDonwell - CONSTRUCTION	\$141,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$141,000	\$0	\$0	\$0	\$141,000	\$0
WW Project 4: Remington Park and Clairemont Subdivisions Sewer Line Replacements to Improve Flow - CONSTRUCTION	\$185,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$185,000	\$0	\$0	\$0	\$185,000	\$0
	\$10,811,937	\$3,878,937	\$150,000	\$150,000	\$0	\$342,897	\$0	\$4,724,103	\$1,149,000	\$0	\$417,000	\$0	\$10,811,937	\$0

2019

Bransford (Glade to LD Lockett) (County Project) - Rehabilitation	\$706,000	\$423,600	\$0	\$282,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$706,000	\$0
Brighton Oaks - Rehabilitation (Companion Project to Water Project #5)	\$460,000	\$460,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$460,000	\$0
Cheek-Sparger Road (San Bar to Brown Trail) - CONSTRUCTION	\$2,085,395	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,085,395	\$2,085,395	\$0
Glade Road (Phase 3 - Pool to Heritage) - ReCONSTRUCTION	\$3,530,250	\$0	\$0	\$0	\$0	\$245,223	\$0	\$3,151,027	\$0	\$134,000	\$0	\$0	\$3,530,250	\$0
Montclair (County Project) - Rehabilitation	\$560,000	\$280,000	\$0	\$280,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$560,000	\$0
Update Stormwater Master Plan	\$500,000	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$0
Water Project 11: Tinker Road Water Lines - DESIGN	\$123,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$123,000	\$0	\$0	\$0	\$123,000	\$0
Water Project 5: Upsize and Replace Water Lines in Brighton Oaks Subdivision - CONSTRUCTION	\$1,515,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,515,100	\$0	\$0	\$0	\$1,515,100	\$0
WW Project 5: Quails Path and Chestnut Bend Sewer Line Replacement - DESIGN	\$91,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$91,000	\$0	\$0	\$0	\$91,000	\$0
	\$9,570,745	\$1,163,600	\$0	\$562,400	\$500,000	\$245,223	\$0	\$3,151,027	\$1,729,100	\$134,000	\$0	\$2,085,395	\$9,570,745	\$0

2020

County Project (TBD) - Rehabilitation	\$800,000	\$400,000	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$0
Justice Center - Metal Roof Coating	\$167,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$167,200	\$167,200	\$0
Quails Path - Rehabilitation (Companion Project to Wastewater Project #5)	\$35,000	\$35,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,000	\$0
Tinker (Pleasant Run to Highway 26) - Rehabilitation (Companion Project to Water Project 11)	\$450,000	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$0
Water Project 11 (Partial): Tinker Road Water Lines - CONSTRUCTION	\$630,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$630,000	\$0	\$0	\$0	\$630,000	\$0
Water Project 12/Partial Woodbriar Estate Water Lines Replacement - DESIGN	\$70,020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,020	\$0	\$0	\$0	\$70,020	\$0
Water Project 3: New Elevated Water Storage Tank and Associated Distribution Lines - DESIGN	\$545,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$545,000	\$0	\$545,000	\$0
Water Project 6: Upsize and Replace Water Lines in Woodbriar Estates and Quail Crest Subdivisions - DESIGN	\$145,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$145,000	\$0	\$0	\$0	\$145,000	\$0
WW Project 1: Replace Sewer Lines in Woodbriar Estates and Quail Crest Subdivisions - DESIGN	\$361,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$361,700	\$0	\$0	\$0	\$361,700	\$0
WW Project 5: Quails Path and Chestnut Bend Sewer Line Replacement - CONSTRUCTION	\$719,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$719,000	\$0	\$0	\$0	\$719,000	\$0
	\$3,922,920	\$885,000	\$0	\$400,000	\$0	\$0	\$0	\$0	\$1,925,720	\$0	\$545,000	\$167,200	\$3,922,920	\$0

Exhibit "A"

2021

Justice Center - HVAC Replacement	\$237,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$237,000	\$237,000	\$0
Justice Center- Carpet & VCT Tile Replacement	\$88,052	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$88,052	\$88,052	\$0
County Project (TBD) - Rehabilitation	\$800,000	\$400,000	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$0
Water Project 12/Partial Woodbriar Estate Water Lines Replacement - CONSTRUCTION	\$433,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$433,000	\$0	\$0	\$0	\$433,000	\$0
Water Project 3: New Elevated Water Storage Tank and Associated Distribution Lines - CONSTRUCTION	\$4,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500,000	\$0	\$4,500,000	\$0
Water Project 6: Upsize and Replace Water Lines in Woodbriar Estates and Quail Crest Subdivisions - CONSTRUCTION	\$745,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$745,000	\$0	\$0	\$0	\$745,000	\$0
Woodbriar, Quail Crest Estates - Rehabilitation (Companion Project to Water Projects #6 and 12/Portion and WW Project #1)	\$2,768,000	\$2,768,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,768,000	\$0
WW Project 1: Replace Sewer Lines in Woodbriar Estates and Quail Crest Subdivisions - CONSTRUCTION	\$1,900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,900,000	\$0	\$0	\$0	\$1,900,000	\$0
	\$11,471,052	\$3,168,000	\$0	\$400,000	\$0	\$0	\$0	\$0	\$3,078,000	\$0	\$4,500,000	\$325,052	\$11,471,052	\$0
	\$45,034,376	\$13,816,837	\$450,000	\$1,906,400	\$500,000	\$588,120	\$100,000	\$8,495,130	\$8,686,320	\$134,000	\$6,532,700	\$3,824,869	\$45,034,376	\$0

UNFUNDED

Acuff Lane - Rehabilitation	\$115,360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$115,360
Automated Meter Reading (AMR) Advanced Metering Infrastructure (AMI) System Implementation	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000
Bedford Court - Rehabilitation	\$149,209	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$149,209
Bedford Road Bridge - Rehabilitation	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
Bedford Road Bridge at Little Bear	\$2,100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,100,000
Behrens - Rehabilitation	\$392,196	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$392,196
Bettinger Drive- Rehabilitation	\$378,080	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$378,080
Beverly Drive- Rehabilitation	\$222,098	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$222,098
Bill Simmons Rd - Rehabilitation	\$269,867	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$269,867
Bluebonnet Drive - Rehabilitation	\$323,440	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$323,440
Bransford Creek Drainage	\$2,080,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,080,000
Brook Meadows Addition - Rehabilitation	\$404,444	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$404,444
Caldwell Hughes Road - Rehabilitation	\$115,360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$115,360
Cedar Court - Rehabilitation	\$209,964	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$209,964
Cheek-Sparger Road (SH26 to Heritage - Less Brown to Bedford) - Rehabilitation	\$1,698,222	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,698,222
City Hall - Boiler Replacement	\$107,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$107,900
City Hall - Carpet and VCT Tile	\$102,443	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$102,443
City Hall Dumpster Enclosure	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
City Hall/Library - HVAC Replacement	\$300,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,300
Community Home Addition - Rehabilitation	\$262,222	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$262,222
Cooks Lane- Rehabilitation	\$61,653	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61,653
Cutter Ridge Court - Rehabilitation	\$48,695	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$48,695
Fairway Addition - Rehabilitation	\$351,111	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$351,111
Fire Station 1 Repairs	\$102,954	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$102,954
Fire Station 2 Repairs	\$66,898	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$66,898
Flood Gates Upgrade	\$365,020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$365,020
Folding Doors- Fire Station #3	\$44,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$44,000
Ford Drive - Rehabilitation	\$22,276	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,276
Four-Fold Door Installation at Fire Station #1	\$124,545	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$124,545
Glade Road (Phase 4 - West City Limits to Bransford Road) - ReCONSTRUCTION	\$4,737,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,737,000
Glade Road (Phase 4 - West City Limits to Bransford Road) - ROW Acquisition	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Glade Road Bridge at Trib LB2	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
Glade Road Culverts at Bluebonnet Creek	\$536,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$536,000
Hall-Johnson Fire Facility Renovation - Phase 1	\$392,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$392,000
Hall-Johnson Fire Facility Renovation - Phase 2	\$650,720	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$650,720
Heritage Avenue at Little Bear - Drainage	\$2,800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,800,000
Hidden Acres Subdivision - Rehabilitation	\$280,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$280,000
Highland Acres Subdivision - Rehabilitation	\$806,222	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$806,222
Jackson Creek Drainage Improvements	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
Jackson Road Bridge	\$3,400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,400,000
Jackson Road Bridge - Rehabilitation	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
Jo Will Street- Rehabilitation	\$186,453	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$186,453
John McCain (Monticello Pkwy to Pleasant Run Rd) - Rehabilitation	\$151,111	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$151,111
John McCain (Williamsburg Court. to Monticello Pkwy) - Rehabilitation	\$302,222	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$302,222
John McCain Box Culvert at White Chapel Creek West	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
Leta Lane - Rehabilitation	\$179,840	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$179,840
Library - Carpet and VCT Tile	\$98,055	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$98,055
Library Fountain Repair	\$70,447	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,447
Lloyd Circle - Rehabilitation	\$105,964	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105,964
Maranatha Court - Rehabilitation	\$4,191	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,191
McDonwell School Road - Rehabilitation	\$713,316	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$713,316
Oak Knoll Bridge	\$2,700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,700,000
Oak Knoll Court - Rehabilitation	\$105,618	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105,618

Exhibit "A"

Oak Knoll Drive - Rehabilitation	\$871,236	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$871,236
Oak Timbers Court - Rehabilitation	\$148,836	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$148,836
Old Glade Road - Rehabilitation	\$70,667	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,667
Patterson Lane - Rehabilitation	\$203,218	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$203,218
Pecan Park Estates Subdivision - Rehabilitation	\$724,444	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$724,444
Pleasant Run Road Bridge at Big Bear	\$3,800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,800,000
Plymouth Hills Addition - Rehabilitation	\$762,222	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$762,222
Queensbury Way Bridge - Rehabilitation	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
Ross Downs Estates - Rehabilitation	\$4,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000,000
Saddlebrook Addition - Rehabilitation	\$667,333	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$667,333
Sand Oak Acres Addition - Rehabilitation	\$864,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$864,000
Service Center - Construction	\$4,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500,000
Shelton - Rehabilitation	\$288,293	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$288,293
Stafford Road - Rehabilitation	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
Suellen Circle - Rehabilitation	\$44,373	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$44,373
Tara Plantation Addition - Rehabilitation	\$495,444	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$495,444
Thompson Terrace - Rehabilitation	\$167,378	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$167,378
Van Oaks Drive - Rehabilitation	\$126,720	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$126,720
Waller Lane - Rehabilitation	\$81,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$81,600
Water Project 12: Woodbriar Estates Water Lines - DESIGN	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Water Project 12: Woodbriar Estates Water Lines - CONSTRUCTION	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000
Water Project 13: Glade (Oak to Martin) and Gateway/121 Water Lines/Fire Flow Improvements - CONSTRUCTION	\$1,426,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,426,000
Water Project 13: Glade (Oak to Martin) and Gateway/121 Water Lines/Fire Flow Improvements - DESIGN	\$214,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$214,000
Water Project 14: Northwest Area Flow Improvements in High Pressure Plane - CONSTRUCTION	\$1,470,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,470,000
Water Project 14: Northwest Area Flow Improvements in High Pressure Plane - DESIGN	\$220,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$220,000
Water Project 15: Rustic Oaks and Oak Crest Hills Subdivision Fire Flow Improvements - DESIGN/CONSTRUCTION	\$5,389,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,389,000
Water Project 16: Highland Acres Water Line and Fire Flow Improvements - DESIGN/CONSTRUCTION	\$2,264,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,264,000
Water Project 17: Northwest Low Plain Flow Improvements - DESIGN/CONSTRUCTION	\$1,404,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,404,000
Water Project 18: Northern Low Plain Flow Improvements - DESIGN/CONSTRUCTION	\$8,158,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,158,000
Water Project 19: Southern Low Plain Flow Improvements - DESIGN/CONSTRUCTION	\$4,094,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,094,000
Water Project 20: Cheek-Sparger (Buckingham to Martin) Water Line Replacement - DESIGN/CONSTRUCTION	\$1,477,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,477,000
Water Project 21: Pool Rd Water Line Velocity Adjust. (and Summertree and Hall-Johnson/Meadowhill Area) - DESIGN/CONSTRUCTION	\$646,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$646,000
Water Project 22: Cotton Belt Trail to Pleasant Run Road Water Line Implementation - DESIGN/CONSTRUCTION	\$1,225,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,225,000
Water Project 23: Low Plain Lines to Provide Looping - DESIGN/CONSTRUCTION	\$1,827,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,827,000
Water Project 24: Southwest Low Plain Flow Improvements - DESIGN/CONSTRUCTION	\$2,567,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,567,000
Water Project 25: Cheshire/Dorset Joint Replacements - DESIGN/CONSTRUCTION	\$1,211,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,211,000
Water Project 26: Bandit/John McCain Decommissioning of 6" and Connect 12" - DESIGN/CONSTRUCTION	\$176,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$176,000
Water Project 27: Colleyville Boulevard Water Line Upsizing - DESIGN/CONSTRUCTION	\$4,570,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,570,000
Wayne Drive - Rehabilitation	\$160,276	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$160,276
Woodland Hills Subdivision - Rehabilitation	\$1,295,667	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,295,667
WW Project 10: Rehab Category 2 Manholes (Phase 1) - DESIGN/CONSTRUCTION	\$710,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$710,000
WW Project 11: Remaining Manhole Assessment Program - DESIGN/CONSTRUCTION	\$277,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$277,000
WW Project 12: Rehab Priority 1 Manholes Identified in Assessment Program - DESIGN/CONSTRUCTION	\$415,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$415,000
WW Project 13: Highland/Pool/Summertree Sewer Line Replacement - DESIGN/CONSTRUCTION	\$1,407,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,407,000
WW Project 14: Sewer Line Renewal Program, Phase 3 - DESIGN/CONSTRUCTION	\$3,304,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,304,000
WW Project 15: Brook Meadows Sewer Line Improvements - DESIGN/CONSTRUCTION	\$758,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$758,000
WW Project 16: Rehab Priority 2 Manholes Identified in Assessment Program - DESIGN/CONSTRUCTION	\$1,416,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,416,000
WW Project 17: Sewer Line Renewal Program, Phase 4 - DESIGN/CONSTRUCTION	\$3,946,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,946,000
WW Project 6: Emerald Park Sewer Line Replacement - DESIGN/CONSTRUCTION	\$800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000
WW Project 7: Saddlebrook Addition Sewer Line Replacement - DESIGN/CONSTRUCTION	\$790,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$790,000
WW Project 8: Glade/Camelot Sewer Line and Manhole Replacement - DESIGN/CONSTRUCTION	\$412,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$412,000
WW Project 9: Sewer Line Renewal Program, Phase 2 - DESIGN/CONSTRUCTION	\$2,936,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,936,000
	\$114,798,123	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$114,798,123

Location Map



Exhibit A



May 30, 2017

Ms. Cheryl Taylor, P.E.
City of Colleyville
100 Main Street
Colleyville, Texas 76034

RE: Pleasant Run Road - Shelton Drive to John McCain Road
KHA No. 061063032

Dear Ms. Taylor:

On May 25, 2017, the City of Colleyville received bids for the Pleasant Run Road project. The following bids were received:

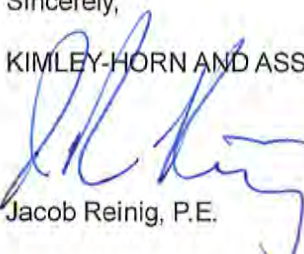
Bidder	Base Bid
North Texas Contracting, Inc.	\$4,938,170.50
Oldcastle Materials Texas, Inc. dba TexasBit	\$5,631,118.97
SYB Construction Co., Inc.	\$5,787,065.70

Kimley-Horn and Associates, Inc. has reviewed the lowest bidder's qualifications and has verified that the Contractor's bonding company is licensed in the State of Texas. Based on these reviews, it appears that North Texas Contracting, Inc. is the lowest responsive bidder.

Enclosed is a copy of the bid tabulation for your reference. Thank you for the opportunity to be of service to the City of Colleyville. Should you have any questions or comments, please do not hesitate to contact us.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.


Jacob Reinig, P.E.

CHECKED BY: 

Jacob Reinig, P.E. 5/26/17

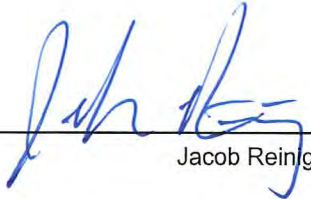
Owner: City of Colleyville

Job No.: 061063032

Project: Pleasant Run Road Shelton Drive to John McCain Road

Date: May 26, 2017

				BIDDER 1		BIDDER 2		BIDDER 3		ENGINEER	
				North Texas Contracting, Inc. 4999 Keller Haslet Road Keller, Texas 76248		Oldcastle Materials Texas, Inc. dba Texas Bit 2121 Irving Blvd. Dallas, Texas 75207		SYB Construction Co., Inc. 421 Compton Ave. Irving, Texas 75061		Kimley-Horn and Associates, Inc. 2201 West Royal Lane, Suite 275 Irving, Texas 75063	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid - Section A - Paving											
1	Mobilization and Bonds	1	LS	\$223,500.00	\$223,500.00	\$495,900.00	\$495,900.00	\$175,000.00	\$175,000.00	\$150,000.00	\$150,000.00
2	Right-of-Way Preparation	1	LS	\$445,000.00	\$445,000.00	\$130,000.00	\$130,000.00	\$340,000.00	\$340,000.00	\$200,000.00	\$200,000.00
3	Detours and Barricades	1	LS	\$335,000.00	\$335,000.00	\$215,000.00	\$215,000.00	\$50,000.00	\$50,000.00	\$150,000.00	\$150,000.00
4	Variable Message Board	4	EA	\$15,000.00	\$60,000.00	\$15,000.00	\$60,000.00	\$21,000.00	\$84,000.00	\$16,000.00	\$64,000.00
5	Roadway Excavation	6,210	CY	\$25.00	\$155,250.00	\$30.20	\$187,542.00	\$38.00	\$235,980.00	\$12.50	\$77,625.00
6	Compacted Roadway Fill and Embankment	910	CY	\$25.00	\$22,750.00	\$80.00	\$72,800.00	\$20.00	\$18,200.00	\$25.00	\$22,750.00
7	Hot Mix Asphaltic Concrete (HMAC) Type "D" (2 inch thick)	1,710	TON	\$100.00	\$171,000.00	\$93.60	\$160,056.00	\$114.00	\$194,940.00	\$140.00	\$239,400.00
8	Hot Mix Asphaltic Concrete (HMAC) Type "B" (6 inch thick)	5,125	TON	\$100.00	\$512,500.00	\$91.40	\$468,425.00	\$112.00	\$574,000.00	\$160.00	\$820,000.00
9	Lime and Cement Modification of Subgrade Soils	18,465	SY	\$5.00	\$92,325.00	\$12.45	\$229,889.25	\$7.50	\$138,487.50	\$3.50	\$64,627.50
10	Cement for Subgrade	332	TON	\$250.00	\$83,000.00	\$212.65	\$70,599.80	\$210.00	\$69,720.00	\$140.00	\$46,480.00
11	Lime for Subgrade (Allowance)	194	TON	\$170.00	\$32,980.00	\$155.78	\$30,221.32	\$240.00	\$46,560.00	\$160.00	\$31,040.00
12	Reinforced Concrete Headers	77	LF	\$50.00	\$3,850.00	\$46.00	\$3,542.00	\$27.00	\$2,079.00	\$100.00	\$7,700.00
13	Concrete Pavement (6 inch)	360	SY	\$90.00	\$32,400.00	\$127.00	\$45,720.00	\$91.00	\$32,760.00	\$35.00	\$12,600.00
14	Concrete Ribbon Curb (18 inch width)	8,280	LF	\$9.00	\$74,520.00	\$18.50	\$153,180.00	\$34.00	\$281,520.00	\$30.00	\$248,400.00
15	Concrete Curb and Gutter	910	LF	\$22.00	\$20,020.00	\$26.50	\$24,115.00	\$64.00	\$58,240.00	\$20.00	\$18,200.00
16	Concrete Sidewalks	3,940	SY	\$60.00	\$236,400.00	\$80.00	\$315,200.00	\$73.00	\$287,620.00	\$40.00	\$157,600.00
17	Concrete Sidewalks (Remove and Replace)(Allowance)	200	SY	\$70.00	\$14,000.00	\$90.00	\$18,000.00	\$82.00	\$16,400.00	\$45.00	\$9,000.00
18	Concrete Driveways	2,240	SY	\$60.00	\$134,400.00	\$118.00	\$264,320.00	\$88.50	\$198,240.00	\$50.00	\$112,000.00
19	ADA Ramp	16	EA	\$1,000.00	\$16,000.00	\$1,300.00	\$20,800.00	\$2,100.00	\$33,600.00	\$1,800.00	\$28,800.00
20	Concrete Valley Gutters (4 ft width)	130	LF	\$55.00	\$7,150.00	\$45.50	\$5,915.00	\$44.00	\$5,720.00	\$30.00	\$3,900.00
21	Railing	40	LF	\$200.00	\$8,000.00	\$160.00	\$6,400.00	\$98.00	\$3,920.00	\$65.00	\$2,600.00
22	Guardrail End Treatment	6	EA	\$4,000.00	\$24,000.00	\$3,200.00	\$19,200.00	\$5,500.00	\$33,000.00	\$2,500.00	\$15,000.00
23	Steel Guard Rail	107	LF	\$40.00	\$4,280.00	\$32.00	\$3,424.00	\$48.00	\$5,136.00	\$25.00	\$2,675.00
24	Riprap (Mow Strip) (4 inch)	10	CY	\$450.00	\$4,500.00	\$345.00	\$3,450.00	\$315.00	\$3,150.00	\$475.00	\$4,750.00
25	Type I Thermoplastic (100mil) 4" Solid Line - White	13,206	LF	\$0.50	\$6,603.00	\$0.80	\$10,564.80	\$1.40	\$18,488.40	\$0.50	\$6,603.00
26	Type I Thermoplastic (100mil) 4" Solid Line - Yellow	10,477	LF	\$0.50	\$5,238.50	\$0.80	\$8,381.60	\$1.40	\$14,667.80	\$1.00	\$10,477.00
27	Type I Thermoplastic (100mil) 8" Solid Line - White	753	LF	\$1.00	\$753.00	\$1.55	\$1,167.15	\$2.80	\$2,108.40	\$1.00	\$753.00
28	Type I Thermoplastic (100mil) 8" Dotted Line - White	138	LF	\$2.00	\$276.00	\$1.55	\$213.90	\$2.80	\$386.40	\$1.00	\$138.00
29	Type I Thermoplastic (100mil) 12" Solid Line - White	1,613	LF	\$3.00	\$4,839.00	\$5.35	\$8,629.55	\$5.60	\$9,032.80	\$5.50	\$8,871.50
30	Type I Thermoplastic (100mil) 24" Solid Line - White	336	LF	\$6.00	\$2,016.00	\$8.35	\$2,805.60	\$8.40	\$2,822.40	\$10.00	\$3,360.00
31	Type I Thermoplastic (100mil) Arrow - White	3	EA	\$100.00	\$300.00	\$270.00	\$810.00	\$210.00	\$630.00	\$250.00	\$750.00
32	Type I Thermoplastic (100mil) RR XING - White	2	EA	\$500.00	\$1,000.00	\$850.00	\$1,700.00	\$560.00	\$1,120.00	\$500.00	\$1,000.00
33	Reflective Pavement Marker Type I-C	180	EA	\$5.00	\$900.00	\$12.15	\$2,187.00	\$6.00	\$1,080.00	\$10.00	\$1,800.00
34	Sign and Post Assembly (Remove and Replace)	46	EA	\$200.00	\$9,200.00	\$475.00	\$21,850.00	\$920.00	\$42,320.00	\$550.00	\$25,300.00
35	Mailbox (Brick)(Remove and Replace)	9	EA	\$1,400.00	\$12,600.00	\$900.00	\$8,100.00	\$2,000.00	\$18,000.00	\$1,000.00	\$9,000.00
36	Relocate Existing Mailbox (Metal)	8	EA	\$500.00	\$4,000.00	\$425.00	\$3,400.00	\$280.00	\$2,240.00	\$350.00	\$2,800.00
37	Fence (Metal)	415	LF	\$10.00	\$4,150.00	\$90.00	\$37,350.00	\$67.00	\$27,805.00	\$50.00	\$20,750.00
38	Fence with Masonry Columns (4 foot height)	1,555	LF	\$60.00	\$93,300.00	\$150.00	\$233,250.00	\$242.00	\$376,310.00	\$150.00	\$233,250.00
39	Hydro-Mulch Seeding	7,300	SY	\$1.00	\$7,300.00	\$0.80	\$5,840.00	\$2.75	\$20,075.00	\$2.50	\$18,250.00
40	Sodding/Turfgrass Planting	7,300	SY	\$4.00	\$29,200.00	\$4.50	\$32,850.00	\$9.00	\$65,700.00	\$4.00	\$29,200.00
41	Storm Water Pollution Prevention Plan	1	LS	\$30,000.00	\$30,000.00	\$12,900.00	\$12,900.00	\$40,800.00	\$40,800.00	\$9,000.00	\$9,000.00
42	Construction Contingency Allowance (General)	1	LS	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00
Total Base Bid - Section A - Paving					\$3,324,500.50		\$3,795,698.97		\$3,931,858.70		\$3,270,450.00

CHECKED BY: 

Jacob Reing, P.E. 5/26/17

Owner: City of Colleyville

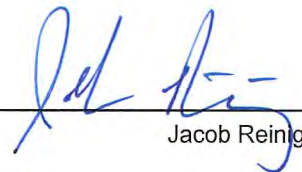
Job No.: 061063032

Project: Pleasant Run Road Shelton Drive to John McCain Road

Date: May 26, 2017

BIDDER 1		BIDDER 2		BIDDER 3		ENGINEER	
North Texas Contracting, Inc. 4999 Keller Haslet Road Keller, Texas 76248		Oldcastle Materials Texas, Inc. dba Texas Bit 2121 Irving Blvd. Dallas, Texas 75207		SYB Construction Co., Inc. 421 Compton Ave. Irving, Texas 75061		Kimley-Horn and Associates, Inc. 2201 West Royal Lane, Suite 275 Irving, Texas 75063	
Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
\$100.00	\$9,600.00	\$112.00	\$10,752.00	\$148.00	\$14,208.00	\$60.00	\$5,760.00
\$220.00	\$45,100.00	\$225.00	\$46,125.00	\$264.00	\$54,120.00	\$105.00	\$21,525.00
\$110.00	\$73,810.00	\$120.00	\$80,520.00	\$153.00	\$102,663.00	\$60.00	\$40,260.00
\$125.00	\$27,000.00	\$137.00	\$29,592.00	\$189.00	\$40,824.00	\$70.00	\$15,120.00
\$145.00	\$47,560.00	\$155.00	\$50,840.00	\$230.00	\$75,440.00	\$90.00	\$29,520.00
\$175.00	\$53,200.00	\$187.00	\$56,848.00	\$270.00	\$82,080.00	\$110.00	\$33,440.00
\$180.00	\$1,800.00	\$235.00	\$2,350.00	\$362.00	\$3,620.00	\$175.00	\$1,750.00
\$200.00	\$11,200.00	\$257.00	\$14,392.00	\$330.00	\$18,480.00	\$185.00	\$10,360.00
\$300.00	\$11,400.00	\$331.00	\$12,578.00	\$405.00	\$15,390.00	\$250.00	\$9,500.00
\$300.00	\$26,700.00	\$353.00	\$31,417.00	\$498.00	\$44,322.00	\$300.00	\$26,700.00
\$4,000.00	\$4,000.00	\$4,775.00	\$4,775.00	\$5,500.00	\$5,500.00	\$3,700.00	\$3,700.00
\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00	\$7,700.00	\$7,700.00	\$5,500.00	\$5,500.00
\$7,500.00	\$15,000.00	\$9,000.00	\$18,000.00	\$9,000.00	\$18,000.00	\$10,000.00	\$20,000.00
\$8,000.00	\$8,000.00	\$9,700.00	\$9,700.00	\$9,900.00	\$9,900.00	\$10,000.00	\$10,000.00
\$9,000.00	\$9,000.00	\$11,750.00	\$11,750.00	\$12,800.00	\$12,800.00	\$15,000.00	\$15,000.00
\$4,000.00	\$28,000.00	\$4,750.00	\$33,250.00	\$5,100.00	\$35,700.00	\$4,000.00	\$28,000.00
\$5,000.00	\$10,000.00	\$5,800.00	\$11,600.00	\$5,700.00	\$11,400.00	\$4,000.00	\$8,000.00
\$1,000.00	\$10,000.00	\$1,600.00	\$16,000.00	\$2,100.00	\$21,000.00	\$3,750.00	\$37,500.00
\$1,500.00	\$9,000.00	\$2,000.00	\$12,000.00	\$2,600.00	\$15,600.00	\$4,250.00	\$25,500.00
\$2,000.00	\$24,000.00	\$2,450.00	\$29,400.00	\$3,700.00	\$44,400.00	\$4,750.00	\$57,000.00
\$6,000.00	\$6,000.00	\$6,700.00	\$6,700.00	\$4,200.00	\$4,200.00	\$3,000.00	\$3,000.00
\$4,000.00	\$4,000.00	\$4,700.00	\$4,700.00	\$5,100.00	\$5,100.00	\$10,000.00	\$10,000.00
\$6,000.00	\$6,000.00	\$6,700.00	\$6,700.00	\$7,700.00	\$7,700.00	\$12,000.00	\$12,000.00
\$6,000.00	\$12,000.00	\$6,900.00	\$13,800.00	\$6,200.00	\$12,400.00	\$8,000.00	\$16,000.00
\$8,000.00	\$8,000.00	\$10,700.00	\$10,700.00	\$6,500.00	\$6,500.00	\$15,000.00	\$15,000.00
\$4,000.00	\$8,000.00	\$4,275.00	\$8,550.00	\$5,200.00	\$10,400.00	\$750.00	\$1,500.00
\$150.00	\$13,350.00	\$160.00	\$14,240.00	\$200.00	\$17,800.00	\$175.00	\$15,575.00
\$200.00	\$6,200.00	\$241.00	\$7,471.00	\$285.00	\$8,835.00	\$175.00	\$5,425.00
	\$493,920.00		\$561,250.00		\$706,082.00		\$482,635.00

Base Bid - Section C - Sanitary Sewer											
71	PVC Gravity Sewer Pipe (8 inch) (SDR 26)	775	LF	\$90.00	\$69,750.00	\$95.00	\$73,625.00	\$95.00	\$73,625.00	\$75.00	\$58,125.00
72	Construction of Bored, Jacked or Tunneled Crossings	20	LF	\$300.00	\$6,000.00	\$348.00	\$6,960.00	\$432.00	\$8,640.00	\$115.00	\$2,300.00
73	Encasement	18	CY	\$200.00	\$3,600.00	\$245.00	\$4,410.00	\$500.00	\$9,000.00	\$90.00	\$1,620.00
74	Sanitary Sewer Manhole (Complete)	6	EA	\$4,000.00	\$24,000.00	\$3,525.00	\$21,150.00	\$6,300.00	\$37,800.00	\$5,500.00	\$33,000.00
75	Sanitary Sewer Manhole (Extra Depth) (Greater than 6 feet)	8	VF	\$300.00	\$2,400.00	\$320.00	\$2,560.00	\$225.00	\$1,800.00	\$1,000.00	\$8,000.00
76	Sanitary Sewer Services	6	EA	\$4,000.00	\$24,000.00	\$3,700.00	\$22,200.00	\$2,600.00	\$15,600.00	\$1,500.00	\$9,000.00
77	Adjust Sanitary Sewer Manholes	12	EA	\$1,000.00	\$12,000.00	\$1,600.00	\$19,200.00	\$650.00	\$7,800.00	\$500.00	\$6,000.00
78	Construction Contingency Allowance (Sanitary Sewer)	1	LS	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
Total Base Bid - Section C - Sanitary Sewer					\$201,750.00		\$210,105.00		\$214,265.00		\$178,045.00

CHECKED BY:  Jacob Reing, P.E. 5/26/17

Owner: City of Colleyville
Job No.: 061063032
Project: Pleasant Run Road Shelton Drive to John McCain Road
Date: May 26, 2017

				BIDDER 1		BIDDER 2		BIDDER 3		ENGINEER	
				North Texas Contracting, Inc. 4999 Keller Haslet Road Keller, Texas 76248		Oldcastle Materials Texas, Inc. dba Texas Bit 2121 Irving Blvd. Dallas, Texas 75207		SYB Construction Co., Inc. 421 Compton Ave. Irving, Texas 75061		Kimley-Horn and Associates, Inc. 2201 West Royal Lane, Suite 275 Irving, Texas 75063	
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
Base Bid - Section D - Water											
79	PVC Water Line (6 inch)(AWWA C900)(DR18)	250	LF	\$100.00	\$25,000.00	\$107.00	\$26,750.00	\$58.00	\$14,500.00	\$40.00	\$10,000.00
80	PVC Water Line (12 inch)(AWWA C900)(DR18)	4,060	LF	\$110.00	\$446,600.00	\$115.00	\$466,900.00	\$90.00	\$365,400.00	\$80.00	\$324,800.00
81	Water Line Service Installation (1 inch)	12	EA	\$1,500.00	\$18,000.00	\$3,700.00	\$44,400.00	\$2,100.00	\$25,200.00	\$15.00	\$180.00
82	Water Line Service Installation (2 inch)	12	EA	\$2,000.00	\$24,000.00	\$3,700.00	\$44,400.00	\$4,400.00	\$52,800.00	\$20.00	\$240.00
83	Construction of Bored, Jacked or Tunneled Crossings	360	LF	\$200.00	\$72,000.00	\$342.00	\$123,120.00	\$216.00	\$77,760.00	\$130.00	\$46,800.00
84	Encasement	3	CY	\$200.00	\$600.00	\$245.00	\$735.00	\$500.00	\$1,500.00	\$90.00	\$270.00
85	Gate Valve (6 inch)	3	EA	\$1,500.00	\$4,500.00	\$1,600.00	\$4,800.00	\$1,400.00	\$4,200.00	\$1,500.00	\$4,500.00
86	Gate Valve (12 inch)	21	EA	\$2,500.00	\$52,500.00	\$3,200.00	\$67,200.00	\$3,300.00	\$69,300.00	\$3,500.00	\$73,500.00
87	Fire Hydrant Installation	10	EA	\$5,000.00	\$50,000.00	\$6,400.00	\$64,000.00	\$6,500.00	\$65,000.00	\$6,400.00	\$64,000.00
88	Adjust Water Valves	8	EA	\$100.00	\$800.00	\$320.00	\$2,560.00	\$500.00	\$4,000.00	\$500.00	\$4,000.00
89	Installation of Ductile Iron Fittings	6	TON	\$4,000.00	\$24,000.00	\$3,200.00	\$19,200.00	\$9,200.00	\$55,200.00	\$6,000.00	\$36,000.00
90	Construction Contingency Allowance (Water)	1	LS	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
Total Base Bid - Section D - Water					\$918,000.00		\$1,064,065.00		\$934,860.00		\$764,290.00
Total Amount Bid - Base Bid - (A+B+C+D)					\$4,938,170.50		\$5,631,118.97		\$5,787,065.70		\$4,695,420.00

Cross-Section

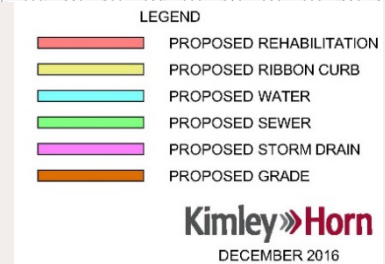
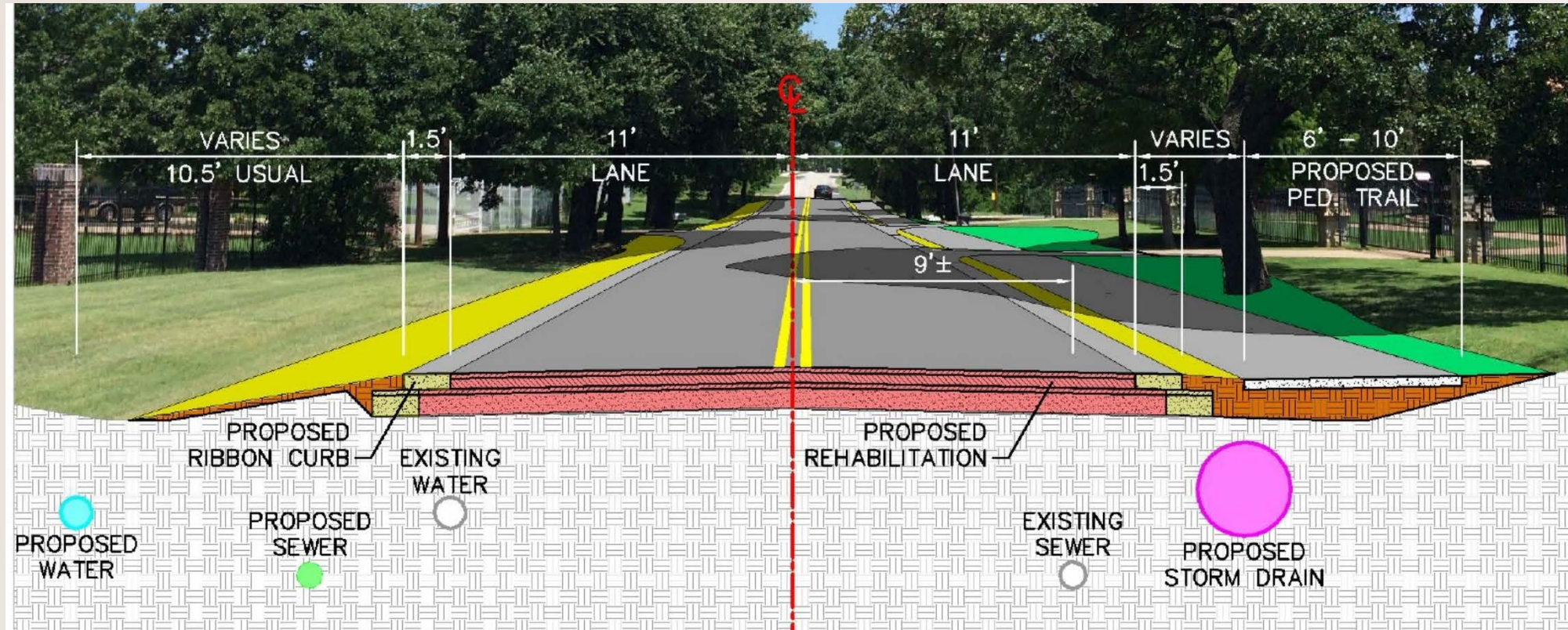


Exhibit B

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY

Date Received

5/25/2017

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

5/25/2017
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

North Texas Contracting, Inc.
Keller, TX United States

Certificate Number:
2017-214680

Date Filed:
05/26/2017

Date Acknowledged:
05/31/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Colleyville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Pleasant Run Road
Shelton Drive to John McCain Road

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Louy, Jay	Keller, TX United States	X	
	Fusilier, Zach	Keller, TX United States	X	

5 Check only if there is NO Interested Party.☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-214680

Date Filed:
05/26/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

North Texas Contracting, Inc.
Keller, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Colleyville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Pleasant Run Road
Shelton Drive to John McCain Road

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Louy, Jay	Keller, TX United States	X	
	Fusilier, Zach	Keller, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY SEAL HERE

Sworn to and subscribed before me, by the said Zach Fusilier, this the 26 day of May, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

RESOLUTION R-17-4141

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH NORTH TEXAS CONTRACTING, INC., FOR THE PLEASANT RUN ROAD PROJECT (SHELTON DRIVE TO JOHN MCCAIN ROAD), IN AN AMOUNT NOT TO EXCEED \$4,938,170.50, WHICH INCLUDES A \$600,000 CONTINGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND ANY ASSOCIATED CHANGE ORDERS

WHEREAS, the Colleyville City Council is committed to the best interests of the health, safety, and welfare of the citizens of Colleyville; and

WHEREAS, the Colleyville City Council adopted Resolution R-16-4037 on September 20, 2016, approving a Comprehensive Five-Year Capital Improvement Program for Fiscal Years 2017-2021; and

WHEREAS, the construction of Pleasant Run Road (Shelton Drive to John McCain Road) was included in the Comprehensive Five-Year Capital Improvement Program for Fiscal Year 2017.

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

- Sec. 1. THAT all matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Sec. 2. THAT the City Council hereby approves the construction contract with North Texas Contracting, Inc., for the Pleasant Run Road Project (Shelton Drive to John McCain Road), depicted as Exhibit "A."
- Sec. 3. THAT the city manager is hereby authorized to execute the construction contract.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 6TH DAY OF JUNE 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Nancy Coplen	_____
Place 6, Mike Taylor	_____		

ATTEST:	CITY OF COLLEYVILLE
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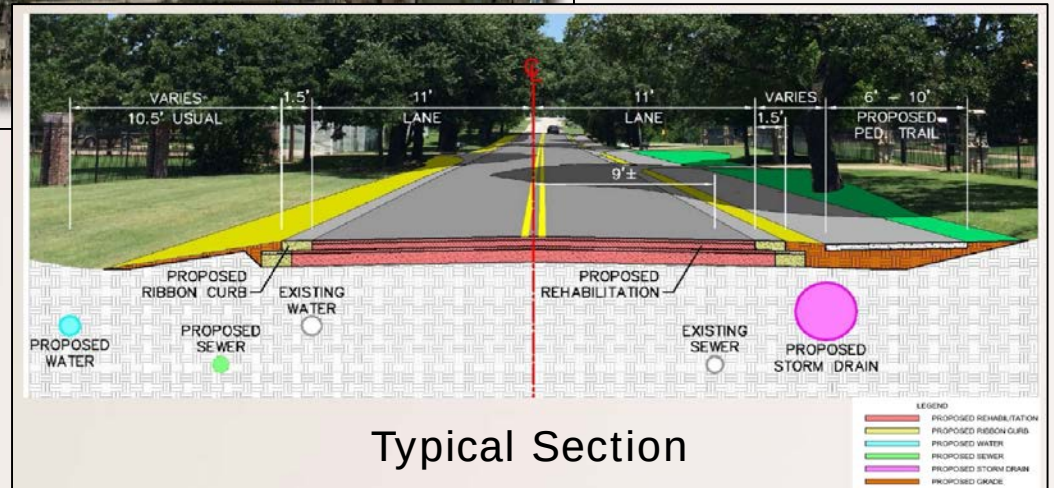
Amy Shelley, TRMC City Secretary	Richard Newton Mayor
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Pleasant Run Road

Exhibit A



Location Map



Typical Section



City of Colleyville City Council Agenda Briefing

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

Agenda Number 7f

Agenda Date 06/06/2017

Number Resolution R-17-4142

Type Resolution

Department City Secretary

Title

A resolution appointing a member to the Planning and Zoning Commission

Strategic Plan

- 1.1 Actively involve and engage stakeholders
- 6.2 Establish a culture of mutual trust and respect

Explanation

Reading and Public Hearing

On May 30, 2017, Place 2 Planning and Zoning Commissioner George Dodson notified the City Secretary he is resigning his position, which has a term expiring September 2018, due to his election to City Council on May 6, 2017.

Per the Planning and Zoning Commission bylaws, 2.4 *"Vacancies created by resignation, removal by vote of a majority of the City Council, or by any other reason, shall be filled by the City Council for the remainder of the term."*

This resolution provides for City Council to appoint a member to fill the unexpired Place 2 term on the Planning and Zoning Commission.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

- 1. Resignation email from Commissioner
- 2. Planning and Zoning Commission Roster
- 3. Excerpt of the Planning and Zoning Commission Bylaws
- 4. Resolution R-17-4142

Resignation email from Commissioner

From: Richard Newton
Sent: Tuesday, May 30, 2017 11:28 AM
To: George Dodson <GDodson@colleyville.com>
Cc: Amy Shelley <ashelley@colleyville.com>
Subject: RE: Resign from the Planning and Zoning Commission

George,

Thank you for your service on P&Z. You have done a great job. I only accept this resignation because you are now serving on the City Council where I know you will also do a great job.. We will plan to fill your vacant position at the June 6th City Council meeting.

Thanks again,
Richard

Richard Newton, Ph.D., P.E., PMP
Mayor, City of Colleyville
100 Main Stree
Colleyville, Tx 76034
Office: 817-503-1141
Personal Mobile: 817-247-1642

From: George Dodson
Sent: Tuesday, May 30, 2017 10:13 AM
To: Richard Newton <RNewton@colleyville.com>
Subject: Resign from the Planning and Zoning Commission

Please accept my resignation from the Planning & Zoning Commission effective 5/31/2017 due to my election to the City Council, Place 4.

I appreciate the opportunity to serve on the P&Z Commission and very much look forward to serving Colleyville on the City Council

Thank you very much.

Sincerely,

George Dodson
Colleyville City Councilman, Place 4
817-937-3198

PLANNING AND ZONING COMMISSION

PLACE 1

Susan Mathisen

317 Chestnut Bend
Colleyville, TX 76034

W: (817) 983-1620

smathisencpa@gmail.com

TERM: Sep 2016 - Sep 2018

PLACE 2 - CHAIR

George Dodson

7309 Balmoral Drive
Colleyville, TX 76034

W: (817) 937-3198

H: (817) 488-0082

georgewdodson@gmail.com

TERM: Sep 2016 - Sep 2018

PLACE 3 -VICE CHAIR

Sam van Bever

4105 Crest Court
Colleyville, TX 76034

W: (214) 403-1445

H: (817) 427-4105

Slv4105@gmail.com

TERM: Sep 2016 - Sep 2018

PLACE 4

Veronica Baughman

6505 Connie Lane
Colleyville, TX 76034

H: (817) 707-6844

veronica@sellsdfw.com

TERM: Sep 2016 - Sep 2018

PLACE 5

Charles Kelley

705 Hillside Drive
Colleyville, TX 76034

H: (817) 235-7883

ckelleycolleyville@chuck-kelley.com

TERM: Sep 2016 - Sep 2018

PLACE 6

John Frazier

3303 Queensbury Way W
Colleyville, TX 76034

H: (210) 336-5949

jfrazierInc@gmail.com

TERM: April 2017 - Sep 2017

PLACE 7

Jason Elms

801 Shelton Drive
Colleyville, TX 76034

W: (214) 420-8494

H: (817) 808-7275

JElms@pape-dawson.com

TERM: Sep 2015 - Sep 2017

Excerpt of Planning and Zoning Commission bylaws

PLANNING AND ZONING COMMISSION BYLAWS

ARTICLE I – Identification and Purpose

The Planning and Zoning Commission was established by the City Council of Colleyville, Texas, by Ordinance 08 on May 18, 1956; however, several amendments to this ordinance have been approved and codified through the Colleyville City Charter and the Colleyville Code of Ordinances. The purpose of the Planning and Zoning Commission is to act as an advisory board to the City Council relating to all physical development, proposed changes to zoning, the platting and/or the subdividing of land in the City.

ARTICLE II – Membership

- 2.1 The Planning and Zoning Commission shall consist of seven (7) members, who shall be appointed by the City Council for a two (2) year term; three (3) members shall be appointed each odd-numbered year and four (4) members shall be appointed each even-numbered year. Places on the Planning and Zoning Commission shall be numbered one (1) through seven (7).
- 2.2 Members must be residents of Colleyville, Texas, unless City Council waives the residency requirement.
- 2.3 Members shall serve without compensation and until their successors are appointed.
- 2.4 Vacancies created by resignation, removal by vote of a majority of the City Council, or by any other reason, shall be filled by the City Council for the remainder of the term.
- 2.5 If a member of the Planning and Zoning Commission fails to maintain a seventy-five percent (75%) attendance record for all regularly scheduled meetings, the Chairman or staff liaison, will notify the City Secretary. City Council may, at its discretion, declare a vacancy, advertise the open position, or appoint a replacement without advertising.

RESOLUTION R-17-4142

**A RESOLUTION APPOINTING A MEMBER TO THE
PLANNING AND ZONING COMMISSION**

WHEREAS, Place 2 on the Planning and Zoning Commission is vacant with a term expiring September 2018.

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

Sec. 1. THAT the Colleyville City Council hereby appoints the following person to fill the position of Place 2, with a term expiring September 2018:

- Place 2

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON THIS THE 6TH DAY OF JUNE 2016.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Nancy Coplen	_____
Place 6, Mike Taylor	_____		

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
Type Presentation
Department City Manager

Agenda Date 06/06/2017

Number 9

Title

Quarterly Investment Report for the quarter ended March 31, 2017

Strategic Plan

There is no Strategic Plan connection for this item.

Explanation

Investment Summary for period ending March 31, 2017:

Cash & Cash Equivalents (Logic) were \$52,566,779 and Investments other than CD's totaled \$28,510,575. Total funds held equaled \$80,651,218 and were allocated as follows:

- | | |
|---------------------------|-----|
| • Logic | 31% |
| • Government Issues | 29% |
| • Certificates of Deposit | 6% |
| • Cash | 34% |

Investment Benchmark 0.74%

- | | |
|-------------|-------|
| • Logic | 0.98% |
| • Agencies | 0.88% |
| • CD's | 0.48% |
| • Portfolio | 0.89% |

Interest earnings for the quarter were \$111,994 with an average yield of 0.89% versus \$103,242 and 0.77% for the prior quarter. These percentages are within the guidelines of the City investment policy.

Attachments

1. Quarterly Investment Report
2. DFW Economic Indicators
3. LOGIC Newsletter - March 2017

City of Colleyville, Texas

Quarterly Investment Report

March 31, 2017

Report Highlights

As with previously presented reports, this investment report is in compliance with the Public Funds Investment Act and the City's adopted Investment Policy.

The list of Outstanding Investments, Interest Earnings on Investments, Investments by Fund, the CDARS Certificate of Deposit Allocation, and Logic Investment Pool Allocation by Fund is included in the same format as previous reports.

The report includes:

➤ **CASH & INVESTMENT SUMMARY BY FUND**

This report is an overview of the positions held within each fund.

The LOGIC, INVESTMENT, and CDARS holdings are detailed in the supplemental reports which are included. The Colleyville Economic Development Corporation is shown separately and within the total for the City Treasury.

➤ **CONSOLIDATED INVESTMENT HOLDINGS MEASUREMENT DATA**

This report shows the City's current holdings with measurement data (yield and maturity) for each investment type. It includes the 13 week Treasury coupon rate equivalent which is our benchmark. This benchmark is provided by the Treasury.gov website.

➤ **TREASURY & AGENCY INVESTMENTS BY MATURITY**

This report shows our treasury and agency holdings by maturity. The graphical presentation shows the maturity dates with investment yield for each holding.

➤ **TREASURY & AGENCY INVESTMENTS BY TYPE**

This report shows our treasury and agency holdings by investment type. The graphical presentation shows the distribution by instrument for investments held.

Also included are the LOGIC (Local Government Investment Corporation) quarterly newsletter and the Dallas Federal Reserve's DFW Economic Indicators report. These reports give the readers additional background information that is important in understanding the report.

News in the Markets

EMPLOYMENT

DFW employment growth was -1.0% for February, and generally weaker than the flat growth of the state as a whole. Dallas saw a decline of 3,400 jobs offsetting an increase of 450 in Ft. Worth. Payroll increased in leisure and hospitality, and business and health services, but shrank in government and information services.

The unemployment rate was 4.1% in Dallas and 4.5% in Fort Worth (up from 3.2%).

HOUSING

Home prices in the 4th quarter of 2016 increased 2.5% in the metro area, while the state and U.S. increased 2.4%. Home prices increased 10.7% in Dallas and 10.5% in Ft. Worth versus 7.7% in Texas and 6.2% in the U.S. during the prior year.

In Dallas 50% of homes sold were affordable for a medium income, and 64% in Ft. Worth. Home sales increased (2016) by 4.7% in Dallas and 7.5% in Ft. Worth. New home sales are described as healthy.

RATES

The Prime rate rose to 4.0% in April from 3.75% in March, 2017, increased from 3.5% from March, 2016. The Fed Funds rate increased from 0.75% in March, 2017 to 1.00% in April. The rate was 0.50% in March, 2016.

QUARTERLY INVESTMENT REPORT

FOR QUARTER ENDING MARCH 31, 2017

THIS REPORT IS IN COMPLIANCE WITH THE PUBLIC FUNDS INVESTMENT ACT
AND ADOPTED INVESTMENT POLICY STRATEGY



Portfolio Investment Report
for the Quarter Ending March 31, 2017
CONSOLIDATED INVESTMENT REPORT

	FYE 2017		FYE 2016
	Quarter As of 03/31/17	Quarter As of 12/31/2016	Quarter As of 9/30/2016
Cash and Investment Balances			
Cash Balances	\$ 27,538,251.11	\$ 23,153,796.15	\$ 15,480,728.32
LOGIC Balances	25,028,528.22	23,963,014.19	23,912,214.12
Investment Portfolio Balances (cost)	23,510,574.73	21,011,013.00	25,830,501.35
Certificates of Deposit Balances	4,573,864.28	4,572,343.60	4,572,343.60
Total Cash, Logic, & Other Investments	\$ 80,651,218.34	\$ 72,700,166.94	\$ 69,795,787.39

Investment Yields, Maturities, and Interest			
Bank Earned Income Credit	0.57%	0.60%	0.60%
13 Week Treasury Benchmark	0.74%	0.51%	0.28%
Logic Average Quarterly Yield	0.98%	0.84%	0.64%
Logic End of Quarter Weighted Maturity	37	61	56
Average Weighted Yield: Agency	0.88%	0.80%	0.74%
Average Weighted Maturity: Agency	291	348	342
Average Weighted Yield: CDARS	0.48%	0.48%	0.48%
Average Weighted Maturity: CDARS	329	329	421
Interest Earnings - Quarter	\$ 111,994	\$ 103,242	\$ 88,779
Interest Rate/Yield for the Quarter	0.89%	0.77%	0.65%

Outstanding Portfolio (excluding Cash / Logic / CD/Treasury)		Amount	Percent (Value)	Market Value
Distribution by Maturity	Number			
1 to 90 days	0	\$3,755,420	16.32%	\$6,748,751
91 to 180 days	4	\$3,008,075	13.07%	\$8,040,243
181 to 365 days	9	\$8,046,688	34.97%	\$8,176,000
Over 365 days	8	\$8,200,642	35.64%	\$0
Total	21	\$ 23,010,825	100.00%	\$ 22,964,993



Portfolio Investment Report

for the Quarter Ending March 31, 2017
CONSOLIDATED INVESTMENT REPORT

GOVERNMENTAL FUNDS

DEBT SERVICE FUNDS
CAPITAL PROJECT FUNDS
SPECIAL REVENUE FUNDS

ENTERPRISE FUNDS

FIDUCIARY FUNDS

COMPLETED FOR MARCH, 2017

GOVERNMENTAL FUNDS

	CASH	LOGIC	INVESTMENTS	CDARS	TOTAL
001 GENERAL FUND	\$ 1,912,554.57	\$ 194,925.35	\$8,515,218.43	\$4,065,525.63	\$ 14,688,223.98
004 DEBT SERVICE FUND	(740,410.83)	836,238.01	-	-	95,827.18
003 CAPITAL PROJECTS	15,717,634.85	315,596.53	\$1,868,276.95	-	17,901,508.33
012 PARK LAND DEDICATION	275,615.96	-	\$1,253,170.27	-	1,528,786.23
014 KIMZEY PARK		-	-	-	-
032 VEHICLE AND CAPITAL REPLACEMENT	741,221.49	82,679.51	\$514,300.00	-	1,338,201.00
034 COLLEYVILLE TOMORROW		1,684,570.81		-	1,684,570.81
035 PARKS TOMORROW	2,330.78	1,025,325.39		-	1,027,656.17
005 VOLUNTEER PARK FUND	557,291.63	-	\$250,000.00	-	807,291.63
007 DONATIONS FUND	54,897.02	-	-	-	54,897.02
011 LIBRARY FUND	43,167.28	-	\$359,642.52	-	402,809.80
015 POLICE ASSET FORFEITURE	2,112.15	-	-	-	2,112.15
016 TDPA GRANT	8,132.93	-	-	-	8,132.93
018 TREE PRESERVATION	21,533.81	-	-	-	21,533.81
019 LIBRARY DONATION	154,116.13	-	-	-	154,116.13
020 RECREATIONAL EVENT	11,769.79	-	-	-	11,769.79
021 COLLEYVILLE CENTER DEVELOPMENT	5,857.27	-	-	-	5,857.27
022 RECYCLING	(1,088.40)	-	-	-	(1,088.40)
023 LEOSE	5,230.18	-	-	-	5,230.18
027 CRIME DISTRICT	78,778.57	821,749.35	-	-	900,527.92
028 KIDSVILLE MAINTENANCE	18,938.26	-	-	-	18,938.26
029 COURT TECHNOLOGY	105,980.86	-	-	-	105,980.86
030 COURT SECURITY	71,689.14	-	-	-	71,689.14
031 SALES TAX INCENTIVE AGREEMENT	2,857.97	357,737.06	-	-	360,595.03
033 PUBLIC ART	7,904.05	-	-	-	7,904.05
034 COLLEYVILLE TOMORROW	187,701.84	-	\$475,441.76		663,143.60
036 STRATEGIC INITIATIVE	5,362.33	250,914.00	-		256,276.33
037 JUVENILE CASE MANAGER	18,083.26	-	-	-	18,083.26
038 HOTEL TAX	7,698.33	-	-		7,698.33

ENTERPRISE FUNDS

002 UTILITY FUND	4,193,366.34	4,537,370.33	\$5,524,193.95	508,338.65	14,763,269.27
017 DRAINAGE FEE	738,169.68	1,083,035.96	\$200,000.00	-	2,021,205.64

FIDUCIARY FUNDS

006 SESQUICENTINIAL FUND	20,254.64	-		-	20,254.64
008 EMPLOYEE ACTIVITY	5,602.63	-		-	5,602.63

COMPONENT UNIT

026 TIF FUND	1,423,532.58	12,830,937.92	\$4,050,580.85	-	18,305,051.35
	<u>\$25,657,887.09</u>	<u>\$24,021,080.22</u>	<u>\$ 23,010,824.73</u>	<u>\$4,573,864.28</u>	<u>\$ 77,263,656.32</u>

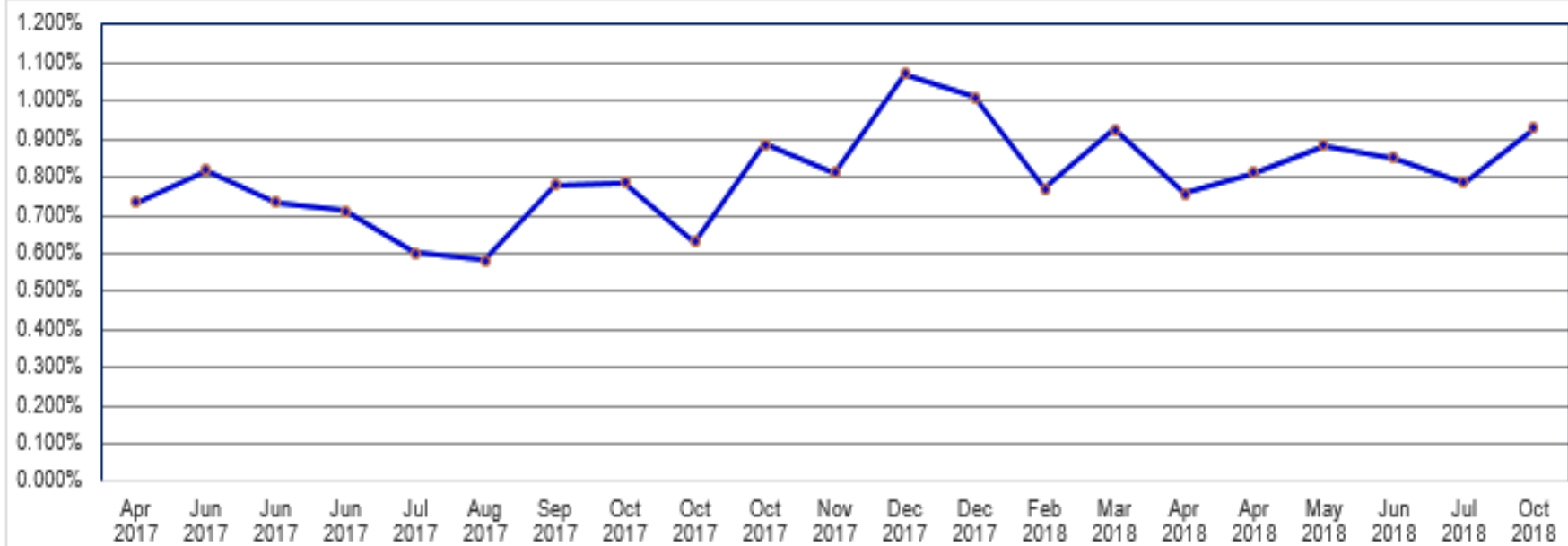
COLLEYVILLE ECON DEV CORP

024 CEDC	\$ 1,879,660.92	\$ 940,782.85	499,750.00	\$ -	\$ 3,320,193.77
025 CEDC - CAPITAL	703.10	66,665.15	-	-	67,368.25
	<u>\$ 1,880,364.02</u>	<u>\$ 1,007,448.00</u>	<u>\$ 499,750.00</u>	<u>\$ -</u>	<u>\$ 3,387,562.02</u>

\$27,538,251.11 \$25,028,528.22 \$ 23,510,574.73 \$4,573,864.28 \$ 80,651,218.34

INTEREST RATES BY MATURITY

Agency / Treasury Investments



MATURITY DATES

Investment Distribution by Type - Market Value

FHLB	7	7,093,177
FFCB	11	10,879,437
FHLMC	3	2,994,056
FNMA	2	1,998,324
		22,964,994
US Treasury		499,750
		23,464,744

Federal Home Loan AA+/Aaa

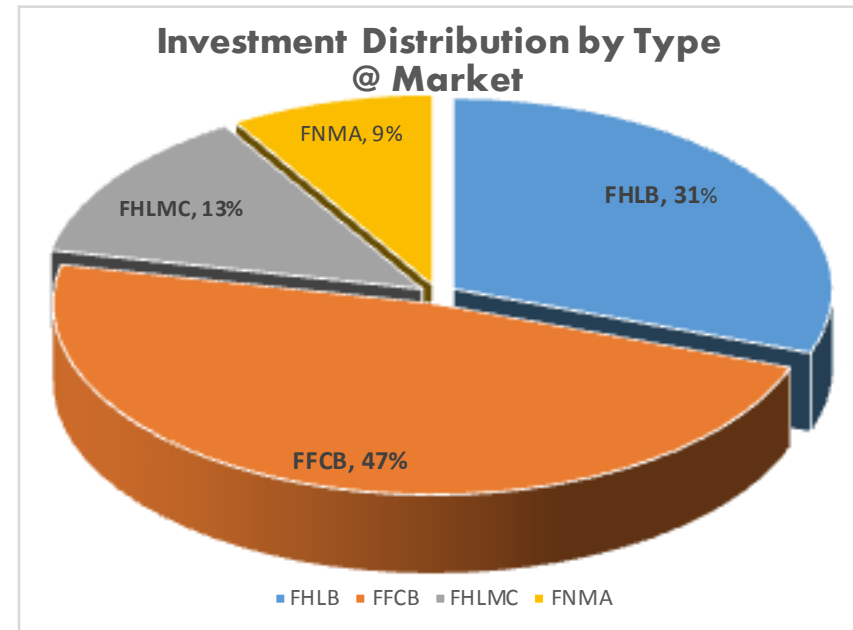
Federal Farm Credit AA+/Aaa

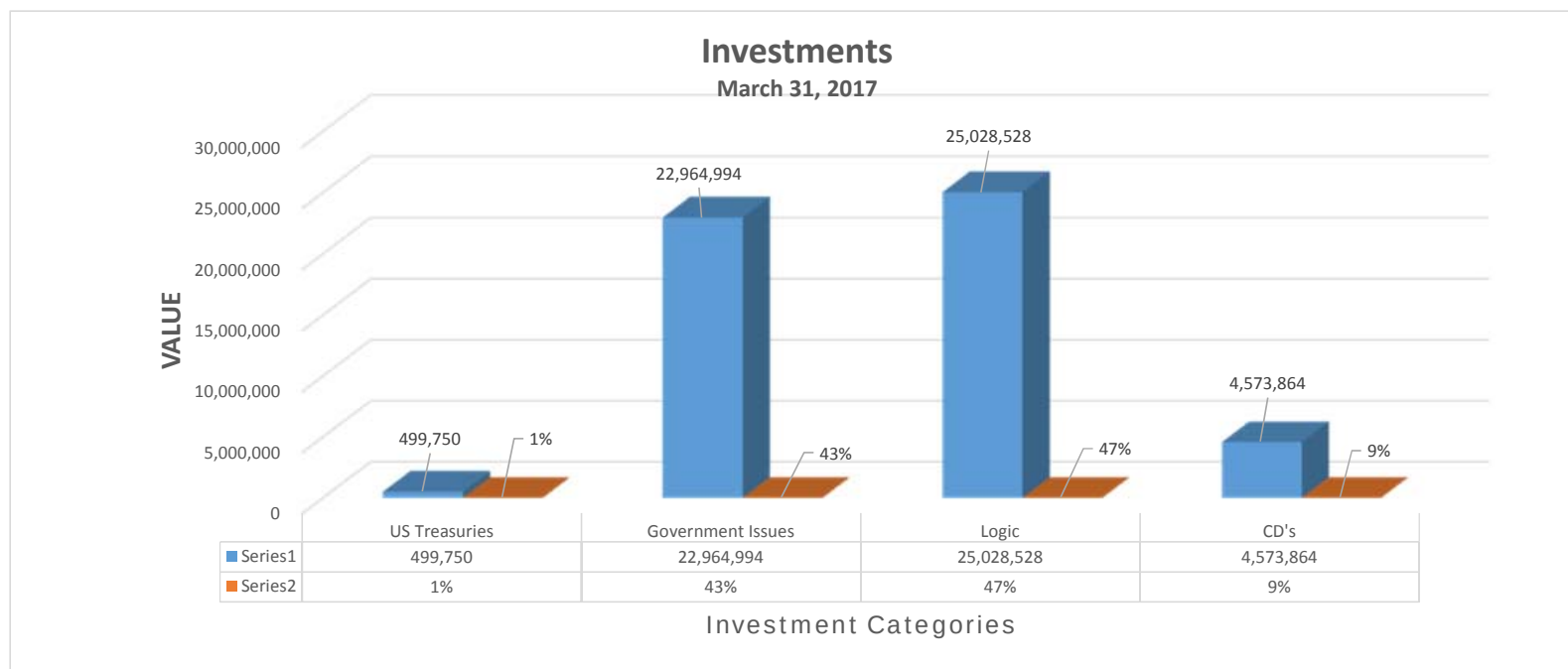
Federal Home Loan AA+/Aaa

Federal National Mortgage AA+/Aaa

AA+ High quality, very low credit risk

Aaa= Highest quality, lowest credit risk





Investments

US Treasuries	499,750	1%
Government Issues	22,964,994	43%
Logic	25,028,528	47%
CD's	4,573,864	9%
	<u>53,067,136</u>	<u>100%</u>

LISTING OF INVESTMENTS

BY GENERAL LEDGER

ACCOUNT NUMBER

RECAP OF MARKET VALUES ON CITY OF COLLEYVILLE INVESTMENTS HELD JAN 1 - MAR 31, 2017

INVESTMENT	PURCHASE DATE	MATURITY DATE	PURCHASE PRICE	PAR VALUE	MARKET VALUE @ 12-31-16	LESS MATURITY PROCEEDS	PLUS PERIOD PURCHASES	MARKET VALUE @ 3-31-17
FHLB NOTE	6/19/2015	6/12/2017	\$750,000	\$750,000	\$750,167	N/A	N/A	\$750,017
FHLB NOTE	6/24/2015	4/7/2017	\$1,003,800	\$1,000,000	\$1,000,696	N/A	N/A	\$1,000,032
FHLB NOTE	7/6/2015	6/30/2017	\$1,000,390	\$1,000,000	\$999,979	N/A	N/A	\$999,721
FFCB NOTE	7/15/2015	6/16/2017	\$1,001,230	\$1,000,000	\$1,000,299	N/A	N/A	\$999,879
FFCB NOTE	9/16/2015	9/14/2017	\$1,000,000	\$1,000,000	\$1,000,010	N/A	N/A	\$999,045
FFCB NOTE	10/19/2015	8/28/2017	\$1,003,690	\$1,000,000	\$999,358	N/A	N/A	\$999,787
FHLB NOTE	10/19/2015	10/26/2017	\$1,199,868	\$1,200,000	\$1,198,153	N/A	N/A	\$1,197,656
FHLMC NOTE	10/22/2015	7/28/2017	\$1,004,385	\$1,000,000	\$1,000,820	N/A	N/A	\$1,000,270
FFCB NOTE	11/4/2015	10/13/2017	\$897,660	\$900,000	\$898,061	N/A	N/A	\$898,994
FFCB NOTE	11/12/2015	11/6/2017	\$999,000	\$1,000,000	\$998,423	N/A	N/A	\$999,038
FNMA NOTE	11/13/2015	10/26/2017	\$999,800	\$1,000,000	\$1,000,140	N/A	N/A	\$999,277
FHLB NOTE	12/29/2015	12/29/2017	\$1,200,000	\$1,200,000	\$1,200,186	N/A	N/A	\$1,199,915
FHLB NOTE	1/5/2016	12/8/2017	\$750,750	\$750,000	\$751,865	N/A	N/A	\$750,389
FFCB NOTE	2/17/2016	2/12/2018	\$1,000,580	\$1,000,000	\$996,225	N/A	N/A	\$997,236
FHLMC NOTE	3/23/2016	3/7/2018	\$999,030	\$1,000,000	\$998,703	N/A	N/A	\$997,738
FHLMC NOTE	4/12/2016	4/9/2018	\$999,850	\$1,000,000	\$996,310	N/A	N/A	\$996,048
FNMA NOTE	5/9/2016	4/30/2018	\$1,003,700	\$1,000,000	\$998,582	N/A	N/A	\$999,047
FFCB NOTE	5/20/2016	5/16/2018	\$997,400	\$1,000,000	\$994,277	N/A	N/A	\$995,913
FHLB NOTE	6/10/2016	6/5/2018	\$1,200,000	\$1,200,000	\$1,194,032	N/A	N/A	\$1,195,447
FFCB NOTE	7/18/2016	7/18/2018	\$999,300	\$1,000,000	\$993,692	N/A	N/A	\$995,555
FFCB NOTE	10/17/2016	10/5/2018	\$1,000,580	\$1,000,000	\$996,233	N/A	N/A	\$995,512
FFCB NOTE	2/1/2017	2/1/2019	\$1,000,000	\$1,000,000	\$0	N/A	\$1,000,000	\$999,552
FHLB NOTE	3/24/2017	2/8/2019	\$999,812	\$1,000,000	\$0	N/A	\$999,812	\$998,926
TOTALS					\$20,966,212	\$0	\$1,999,812	\$22,964,993

OUTSTANDING INVESTMENTS AT MARCH 31, 2017

	PURCHASE PRICE	PAR VALUE	MARKET VALUE @ 3/31/17	MATURITY DATE	YIELD ON INVESTMENT
FHLB NOTE	\$1,003,800	\$1,000,000	\$1,000,032	4/7/2017	0.735%
FHLB NOTE	\$750,000	\$750,000	\$750,017	6/12/2017	0.820%
FFCB NOTE	\$1,001,230	\$1,000,000	\$999,879	6/16/2017	0.735%
FHLB NOTE	\$1,000,390	\$1,000,000	\$999,721	6/30/2017	0.710%
FHLMC NOTE	\$1,004,385	\$1,000,000	\$1,000,270	7/28/2017	0.600%
FFCB NOTE	\$1,003,690	\$1,000,000	\$999,787	8/28/2017	0.580%
FFCB NOTE	\$1,000,000	\$1,000,000	\$999,045	9/14/2017	0.780%
FFCB NOTE	\$897,660	\$900,000	\$898,994	10/13/2017	0.785%
FHLB NOTE	\$1,199,868	\$1,200,000	\$1,197,656	10/26/2017	0.630%
FNMA NOTE	\$999,800	\$1,000,000	\$999,277	10/26/2017	0.885%
FFCB NOTE	\$999,000	\$1,000,000	\$999,038	11/6/2017	0.811%
FHLB NOTE	\$750,750	\$750,000	\$750,389	12/8/2017	1.072%
FHLB NOTE	\$1,200,000	\$1,200,000	\$1,199,915	12/29/2017	1.010%
FFCB NOTE	\$1,000,580	\$1,000,000	\$997,236	2/12/2018	0.771%
FHLMC NOTE	\$999,030	\$1,000,000	\$997,738	3/7/2018	0.925%
FHLMC NOTE	\$999,850	\$1,000,000	\$996,048	4/9/2018	0.758%
FNMA NOTE	\$1,003,700	\$1,000,000	\$999,047	4/30/2018	0.811%
FFCB NOTE	\$997,400	\$1,000,000	\$995,913	5/16/2018	0.882%
FHLB NOTE	\$1,200,000	\$1,200,000	\$1,195,447		0.850%
FFCB NOTE	\$999,300	\$1,000,000	\$995,555	7/18/2018	0.785%
FFCB NOTE	\$1,000,580	\$1,000,000	\$995,512	10/5/2018	0.930%
FFCB NOTE	\$1,000,000	\$1,000,000	\$999,552	2/1/2019	1.300%
FHLB NOTE	\$999,812	\$1,000,000	\$998,926	2/8/2019	1.280%
TOTAL OUTSTANDING INVESTMENTS	\$23,010,825	\$23,000,000	\$22,964,993		

CITY OF COLLEYVILLE BALANCES AT MARCH 31, 2017

INVESTMENT PURCHASES @ Par	\$23,000,000
CDAR'S CERTIFICATES OF DEPOSIT	\$4,573,864
LOGIC INVESTMENT POOL	\$24,021,080
TOTAL CITY INVESTMENTS HELD AT MARCH 31, 2017	\$51,594,944

COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION (CEDC) BALANCES AT MARCH 31, 2017

INVESTMENT PURCHASES (Mkt)	\$499,530
LOGIC INVESTMENT POOL	\$1,007,448
TOTAL CEDC INVESTMENTS HELD AT MARCH 31, 2017	\$1,506,977

TOTAL INVESTMENTS HELD BY CITY OF COLLEYVILLE AND COLLEYVILLE ECONOMIC DEVELOPMENT CORPORATION AT MARCH 31, 2017	\$53,101,921
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INVESTMENT

DATE ACQUIRED

MATURITY DATE

26 WEEK T-BILL AUCTION DISCOUNT/WEEK OF PURCHASE

YIELD TO MATURITY

CUSIP#

001-1172	GENERAL FUND OPERATING	\$8,515,218.43
002-1166	UTILITY DEBT SERVICE RESERVE	\$0.00
002-1172	UTILITY FUND OPERATING	\$2,738,637.59
002-1178	CUSTOMER DEPOSITS	\$456,550.00
002-1186	UTILITY LINE RENEWAL	\$2,266,902.59
002-1567	THE RESERVE LIFT STATION	\$62,103.77
003-1188	TOWN CENTER/HWY26	\$36,326.67
003-1192	MCDONWELL WOODS EST ESCROW	\$10,988.31
003-1200	LONGWOOD-PARKING ESCROW	\$13,380.01
003-1204	BEDFORD LAKES/SOMERSET	\$227,978.36
003-1231	LAKEWOOD ESCROW	\$26,103.66
003-1236	E. GLADE CRANBROOK ESCROW	\$117,794.09
003-1247	GLADE/WAYSIDE ESCROW	\$42,420.01
003-1250	REATTI PLACE	\$98,462.36
003-1301	LAKEWOOD PH IV	\$77,530.57
003-1304	VILLAS DEL MAR	\$80,324.37
003-1307	STREET RECONSTRUCTION	\$247,753.20
003-1309	COVENANT CHRISTIAN	\$140,343.10
003-1319	REMINGTON PARK	\$27,855.96
003-1323	SHALIMAR	\$69,691.33
003-1340	CASTLETON MANOR	\$81,309.57
003-1357	CITGO/LD LOCKETT	\$56,809.28
003-1392	CLAIRMONT-PH I	\$104,974.96
003-1404	TANGLEWOOD	\$26,111.30
003-1418	CLAIRMONT-PH II	\$147,050.32
003-1429	WARWICK PARC	\$89,131.60
003-1434	ROCKRIMMON	\$65,055.06
003-1486	CHANEL'S COURT	\$47,895.39
003-1563	VILLAS OF COLLEYVILLE	\$52,979.48
005-1172	VOLUNTARY PARK FUND	\$250,000.00
011-1172	LIBRARY DONATIONS FUND	\$359,642.52
012-1172	PARK LAND DEDICATION FUND	\$1,253,170.27
017-1172	DRAINAGE FUND OPERATING	\$200,000.00
024-1172	GEDC OPERATING	\$499,750.00
026-1172	TIF OPERATING	\$4,050,580.85
032-1519	CAPITAL EQUIPMENT RESERVE	\$514,300.00
034-1172	COLLEYVILLE TOMORROW	\$475,441.76
PER GENERAL LEDGER		\$23,510,574.73
MARKET VALUE		\$23,464,522.70
VALUE AT MATURITY		\$23,500,000.00
INTEREST RECEIVED TO MATURITY		\$385,667.65
DATE OF LAST INTEREST PAYMENT		
INTEREST TO ACCRUE FOR PERIOD		\$101,530.78
TOTAL DAYS OUTSTANDING/OR INTEREST PERIOD		\$4,368.00
DAYS OUTSTANDING IN FISCAL YEAR/INTEREST PERIOD		\$4,368.00
ACCRUED INTEREST @ 9-30-15		
ACCRUED INTEREST PAID IN INTEREST PERIOD AT PURCHASE		\$2,380.28

INTEREST EARNINGS ON CITY OF COLLEYVILLE INVESTMENTS FOR THE PERIOD OF JAN 1 - MAR 31, 2017

	PURCHASE PRICE	PAR VALUE	MATURITY DATE	YIELD ON INVESTMENT	INTEREST EARNED	DAYS IN QUARTER Prorated	
FHLB NOTE	1,003,800	1,000,000	4/7/2017	0.7%	1,813.16	1,003,800	90
FHLB NOTE	750,000	750,000	6/12/2017	0.8%	1,516.41	750,000	90
FFCB NOTE	1,001,230	1,000,000	6/16/2017	0.7%	1,813.06	1,001,230	90
FHLB NOTE	1,000,390	1,000,000	6/30/2017	0.7%	1,751.06	1,000,390	90
FHLMC NOTE	1,004,385	1,000,000	7/28/2017	0.6%	1,479.48	1,004,385	90
FFCB NOTE	1,003,690	1,000,000	8/28/2017	0.6%	1,430.35	1,003,690	90
FFCB NOTE	1,000,000	1,000,000	9/14/2017	0.8%	1,923.28	1,000,000	90
FFCB NOTE	897,660	900,000	10/13/2017	0.8%	1,742.40	897,660	90
FHLB NOTE	1,199,868	1,200,000	10/26/2017	0.6%	1,865.59	1,199,868	90
FNMA NOTE	999,800	1,000,000	10/26/2017	0.9%	2,182.96	999,800	90
FFCB NOTE	999,000	1,000,000	11/6/2017	0.8%	1,999.52	999,000	90
FHLB NOTE	750,750	750,000	12/8/2017	1.1%	1,982.97	750,750	90
FHLB NOTE	1,200,000	1,200,000	12/29/2017	1.0%	2,988.49	1,200,000	90
FFCB NOTE	1,000,580	1,000,000	2/12/2018	0.8%	1,899.88	1,000,580	90
FHLMC NOTE	999,030	1,000,000	3/7/2018	0.9%	2,281.13	999,030	90
FHLMC NOTE	999,850	1,000,000	4/9/2018	0.8%	1,868.03	999,850	90
FNMA NOTE	1,003,700	1,000,000	4/30/2018	0.8%	1,999.11	1,003,700	90
FFCB NOTE	997,400	1,000,000	5/16/2018	0.9%	2,175.18	997,400	90
FHLB NOTE	1,200,000	1,200,000	6/5/2018	0.8%	2,515.06	1,200,000	90
FFCB NOTE	999,300	1,000,000	7/18/2018	0.8%	1,936.46	999,300	90
FFCB NOTE	1,000,580	1,000,000	10/5/2018	0.9%	2,293.48	1,000,580	90
FFCB NOTE	1,000,000	1,000,000	2/1/2019	1.3%	2,101.37	655,556	59
FHLB NOTE	999,812	1,000,000	2/8/2019	1.3%	1,788.49	566,560	51
TOTAL INTEREST EARNED ON CITY INVESTMENTS HELD JAN 1, 2017 THROUGH MAR 31, 2017					45,346.92	22,233,129	

INVESTMENT	FHLB NOTE	FHLB NOTE	FFCB NOTE	FHLB NOTE	FHLMC	TREASURY NOTE
DATE ACQUIRED	24-Jun-15	19-Jun-15	15-Jul-15	06-Jul-15	22-Oct-15	31-Jul-15
MATURITY DATE	07-Apr-17	12-Jun-17	16-Jun-17	30-Jun-17	28-Jul-17	31-Jul-17
26 WEEK T-BILL AUCTION DISCOUNT/WEEK OF PURCHASE	0.080%	0.050%	0.110%	0.080%	0.110%	0.140%
YIELD TO MATURITY	0.735%	0.820%	0.735%	0.710%	0.600%	0.650%
CUSIP#	313379XB0	3130A5PC7	3133EEX62	3130A5HF9	3134G6AC7	912828XP0
ACCOUNT	ALLOCATION OF INVESTMENT					
001-1172	GENERAL FUND OPERATING			848,240.00		
002-1166	UTILITY DEBT SERVICE RESERVE					
002-1172	UTILITY FUND OPERATING	190,762.23	780,023.41		0.00	
002-1178	CUSTOMER DEPOSITS					
002-1186	UTILITY LINE RENEWAL	1,003,800.00	37,511.00	221,206.59	1,004,385.00	
002-1557	THE RESERVE LIFT STATION					
003-1188	TOWN CENTER/HWY26					
003-1192	MCDONWELL WOODS EST ESCROW					
003-1200	LONGWOOD-PARKING ESCROW					
003-1204	BEDFORD LAKES/SOMERSET					
003-1231	LAKEWOOD ESCROW					
003-1236	E. GLADE CRANBROOK ESCROW					
003-1247	GLADE/WAYSIDE ESCROW					
003-1250	REATTA PLACE					
003-1301	LAKEWOOD PH IV					
003-1304	VILLAS DEL MAR					
003-1307	STREET RECONSTRUCTION					
003-1309	COVENANT CHRISTIAN	140,343.10				
003-1319	REMINGTON PARK					
003-1323	SHALIMAR					
003-1340	CASTLETON MANOR					
003-1357	CITGO/LD LOCKETT					
003-1392	CLAIRMONT-PH I					
003-1404	TANGLEWOOD					
003-1418	CLAIRMONT-PH II					
003-1429	WARWICK PARC	89,131.60				
003-1434	ROCKRIMMON	65,055.06				
003-1486	CHANEL'S COURT					
003-1563	VILLAS OF COLLEYVILLE					
005-1172	VOLUNTARY PARK FUND					
011-1172	LIBRARY DONATIONS FUND					
012-1172	PARK LAND DEDICATION FUND	227,197.01				
017-1172	DRAINAGE FUND OPERATING					
024-1172	CEDC OPERATING					499,750.00
026-1172	TIF OPERATING			152,150.00		
032-1519	CAPITAL EQUIPMENT RESERVE					
034-1172	COLLEYVILLE TOMORROW					
PER GENERAL LEDGER	\$1,003,800.00	\$750,000.00	\$1,001,230.00	\$1,000,390.00	\$1,004,385.00	\$499,750.00
MARKET VALUE	\$1,000,032.00	\$750,016.50	\$999,879.00	\$999,721.00	\$1,000,270.00	\$499,529.50
VALUE AT MATURITY	\$1,000,000.00	\$750,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$500,000.00
INTEREST RECEIVED TO MATURITY	\$13,155.46	\$12,198.67	\$14,141.86	\$14,105.76	\$10,602.95	\$6,510.95

INVESTMENT		FFCB NOTE	FFCB NOTE	FFCB NOTE	FHLB	FNMA NOTE	FFCB NOTE
DATE ACQUIRED		19-Oct-15	16-Sep-15	04-Nov-15	19-Oct-15	13-Nov-15	12-Nov-15
MATURITY DATE		28-Aug-17	14-Sep-17	13-Oct-17	26-Oct-17	26-Oct-17	06-Nov-17
26 WEEK T-BILL AUCTION DISCOUNT/WEEK OF PURCHASE		0.120%	0.240%	0.270%	0.120%	0.300%	0.340%
YIELD TO MATURITY		0.580%	0.780%	0.785%	0.630%	0.885%	0.811%
CUSIP#		3133EFEU7	3133EFCY1	3133EFHY6	3130A6LZ8	3135G0PQ0	3133EFNE3
ACCOUNT	ALLOCATION OF INVESTMENT						
001-1172	GENERAL FUND OPERATING		1,000,000.00	513,360.00	0.00	999,800.00	
002-1166	UTILITY DEBT SERVICE RESERVE						
002-1172	UTILITY FUND OPERATING	6,363.67		20,000.00	499,868.00		185,211.08
002-1178	CUSTOMER DEPOSITS						179,167.63
002-1186	UTILITY LINE RENEWAL						
002-1557	THE RESERVE LIFT STATION	62,103.77					
003-1188	TOWN CENTER/HWY26	36,326.67					
003-1192	MCDONWELL WOODS EST ESCROW	10,996.31					
003-1200	LONGWOOD-PARKING ESCROW	13,380.01					
003-1204	BEDFORD LAKES/SOMERSET	227,978.36					
003-1231	LAKEWOOD ESCROW	26,103.65					
003-1236	E. GLADE CRANBROOK ESCROW	117,794.09					
003-1247	GLADE/WAYSIDE ESCROW	42,420.01					
003-1250	REATTI PLACE	98,462.36					
003-1301	LAKEWOOD PH IV						77,530.57
003-1304	VILLAS DEL MAR	60,324.37					
003-1307	STREET RECONSTRUCTION	43,849.86					
003-1309	COVENANT CHRISTIAN						
003-1319	REMINGTON PARK						27,855.96
003-1323	SHALIMAR	69,691.33					
003-1340	CASTLETON MANOR						81,309.57
003-1357	CITGO/LD LOCKETT	56,809.28					
003-1392	CLAIRMONT-PH I	104,974.96					
003-1404	TANGLEWOOD	26,111.30					
003-1418	CLAIRMONT-PH II						147,050.32
003-1429	WARWICK PARC						
003-1434	ROCKRIMMON						
003-1486	CHANEL'S COURT						47,895.39
003-1563	VILLAS OF COLLEYVILLE						52,979.48
005-1172	VOLUNTARY PARK FUND						
011-1172	LIBRARY DONATIONS FUND						
012-1172	PARK LAND DEDICATION FUND						200,000.00
017-1172	DRAINAGE FUND OPERATING						
024-1172	CEDC OPERATING						
026-1172	TIF OPERATING				700,000.00		
032-1519	CAPITAL EQUIPMENT RESERVE			364,300.00			
034-1172	COLLEYVILLE TOMORROW						
PER GENERAL LEDGER		\$1,003,690.00	\$1,000,000.00	\$897,660.00	\$1,199,868.00	\$999,800.00	\$999,000.00
MARKET VALUE		\$999,787.00	\$999,045.00	\$898,993.80	\$1,197,656.40	\$999,277.00	\$999,038.00
VALUE AT MATURITY		\$1,000,000.00	\$1,000,000.00	\$900,000.00	\$1,200,000.00	\$1,000,000.00	\$1,000,000.00
INTEREST RECEIVED TO MATURITY		\$10,791.19	\$15,578.55	\$13,726.27	\$15,297.81	\$17,293.88	\$16,107.24

INVESTMENT		FHLB NOTE	FHLB NOTE	FFCB NOTE	FHLB NOTE	FHLMC NOTE	FNMA NOTE
DATE ACQUIRED		05-Jan-16	29-Dec-15	17-Feb-16	23-Mar-16	12-Apr-16	09-May-16
MATURITY DATE		08-Dec-17	29-Dec-17	12-Feb-18	07-Mar-18	09-Apr-18	30-Apr-18
26 WEEK T-BILL AUCTION DISCOUNT/WEEK OF PURCHASE		0.100%	0.490%	0.420%	0.450%	0.520%	0.370%
YIELD TO MATURITY		1.072%	1.010%	0.771%	0.925%	0.758%	0.811%
CUSIP#		3130A3HF4	3130A6UK1	3133EFZR1	3137EADP1	3137EAEA3	3136G0V57
ACCOUNT	ALLOCATION OF INVESTMENT						
001-1172	GENERAL FUND OPERATING	265,564.16	351,394.27	1,000,580.00	39,030.00	999,850.00	0.00
002-1166	UTILITY DEBT SERVICE RESERVE		0.00				
002-1172	UTILITY FUND OPERATING	239,752.18	816,657.02				
002-1178	CUSTOMER DEPOSITS	245,433.66	31,948.71				
002-1186	UTILITY LINE RENEWAL						
002-1557	THE RESERVE LIFT STATION						
003-1188	TOWN CENTER/HWY26						
003-1192	MCDONWELL WOODS EST ESCROW						
003-1200	LONGWOOD-PARKING ESCROW						
003-1204	BEDFORD LAKES/SOMERSET						
003-1231	LAKEWOOD ESCROW						
003-1236	E. GLADE CRANBROOK ESCROW						
003-1247	GLADE/WAYSIDE ESCROW						
003-1250	REATTI PLACE						
003-1301	LAKEWOOD PH IV						
003-1304	VILLAS DEL MAR						
003-1307	STREET RECONSTRUCTION						203,903.34
003-1309	COVENANT CHRISTIAN						
003-1319	REMINGTON PARK						
003-1323	SHALIMAR						
003-1340	CASTLETON MANOR						
003-1357	CITGO/LD LOCKETT						
003-1392	CLAIRMONT-PH I						
003-1404	TANGLEWOOD						
003-1418	CLAIRMONT-PH II						
003-1429	WARWICK PARC						
003-1434	ROCKRIMMON						
003-1486	CHANEL'S COURT						
003-1563	VILLAS OF COLLEYVILLE						
005-1172	VOLUNTARY PARK FUND				250,000.00		
011-1172	LIBRARY DONATIONS FUND						
012-1172	PARK LAND DEDICATION FUND				710,000.00		
017-1172	DRAINAGE FUND OPERATING						
024-1172	CEDC OPERATING						
026-1172	TIF OPERATING						799,796.66
032-1519	CAPITAL EQUIPMENT RESERVE						
034-1172	COLLEYVILLE TOMORROW						
PER GENERAL LEDGER		\$750,750.00	\$1,200,000.00	\$1,000,580.00	\$999,030.00	\$999,850.00	\$1,003,700.00
MARKET VALUE		\$750,388.50	\$1,199,914.80	\$997,236.00	\$997,738.00	\$996,048.00	\$999,047.00
VALUE AT MATURITY		\$750,000.00	\$1,200,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00
INTEREST RECEIVED TO MATURITY		\$15,489.22	\$24,273.21	\$15,325.68	\$18,096.97	\$15,089.51	\$16,015.09

INVESTMENT	FFCB NOTE	FHLB NOTE	FFCB NOTE	FFCB NOTE	FFCB NOTE
DATE ACQUIRED	20-May-16	10-Jun-16	18-Jul-16	17-Oct-16	01-Feb-17
MATURITY DATE	16-May-18	05-Jun-18	18-Jul-18	05-Oct-18	01-Feb-19
26 WEEK T-BILL AUCTION DISCOUNT/WEEK OF PURCHASE	0.450%	0.410%	0.430%	0.480%	0.640%
YIELD TO MATURITY	0.882%	0.850%	0.785%	0.930%	1.300%
CUSIP#	3133EGAF2	3130A8EJ8	3133EGML6	3133EFX69	3133EG5Q4
ACCOUNT	ALLOCATION OF INVESTMENT				
001-1172	GENERAL FUND OPERATING	997,400.00		0.00	1,000,000.00
002-1166	UTILITY DEBT SERVICE RESERVE				
002-1172	UTILITY FUND OPERATING				
002-1178	CUSTOMER DEPOSITS				
002-1186	UTILITY LINE RENEWAL				
002-1557	THE RESERVE LIFT STATION				
003-1188	TOWN CENTER/HWY26				
003-1192	MCDONWELL WOODS EST ESCROW				
003-1200	LONGWOOD-PARKING ESCROW				
003-1204	BEDFORD LAKES/SOMERSET				
003-1231	LAKEWOOD ESCROW				
003-1236	E. GLADE CRANBROOK ESCROW				
003-1247	GLADE/WAYSIDE ESCROW				
003-1250	REATTI PLACE				
003-1301	LAKEWOOD PH IV				
003-1304	VILLAS DEL MAR				
003-1307	STREET RECONSTRUCTION				
003-1309	COVENANT CHRISTIAN				
003-1319	REMINGTON PARK				
003-1323	SHALIMAR				
003-1340	CASTLETON MANOR				
003-1357	CITGO/LD LOCKETT				
003-1392	CLAIRMONT-PH I				
003-1404	TANGLEWOOD				
003-1418	CLAIRMONT-PH II				
003-1429	WARWICK PARC				
003-1434	ROCKRIMMON				
003-1486	CHANEL'S COURT				
003-1563	VILLAS OF COLLEYVILLE				
005-1172	VOLUNTARY PARK FUND				
011-1172	LIBRARY DONATIONS FUND			359,642.52	
012-1172	PARK LAND DEDICATION FUND			115,973.26	
017-1172	DRAINAGE FUND OPERATING		200,000.00		
024-1172	CEDC OPERATING				
026-1172	TIF OPERATING	849,650.00	549,300.00	499,872.46	
032-1519	CAPITAL EQUIPMENT RESERVE		150,000.00		
034-1172	COLLEYVILLE TOMORROW	350,350.00	100,000.00	25,091.76	
PER GENERAL LEDGER	\$997,400.00	\$1,200,000.00	\$999,300.00	\$1,000,580.00	\$1,000,000.00
MARKET VALUE	\$995,913.00	\$1,195,447.20	\$995,555.00	\$995,512.00	\$999,552.00
VALUE AT MATURITY	\$1,000,000.00	\$1,200,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00
INTEREST RECEIVED TO MATURITY	\$17,546.43	\$20,260.23	\$15,706.88	\$18,296.88	\$26,000.00

INVESTMENT		FHLB NOTE
DATE ACQUIRED		24-Mar-17
MATURITY DATE		08-Feb-19
26 WEEK T-BILL AUCTION DISCOUNT/WEEK OF PURCHASE		0.870%
YIELD TO MATURITY		1.280%
CUSIP#		3130AAS41
ACCOUNT	ALLOCATION OF INVESTMENT	
001-1172	GENERAL FUND OPERATING	500,000.00
002-1166	UTILITY DEBT SERVICE RESERVE	
002-1172	UTILITY FUND OPERATING	
002-1178	CUSTOMER DEPOSITS	
002-1186	UTILITY LINE RENEWAL	
002-1557	THE RESERVE LIFT STATION	
003-1188	TOWN CENTER/HWY26	
003-1192	MCDONWELL WOODS EST ESCROW	
003-1200	LONGWOOD-PARKING ESCROW	
003-1204	BEDFORD LAKES/SOMERSET	
003-1231	LAKEWOOD ESCROW	
003-1236	E. GLADE CRANBROOK ESCROW	
003-1247	GLADE/WAYSIDE ESCROW	
003-1250	REATA PLACE	
003-1301	LAKEWOOD PH IV	
003-1304	VILLAS DEL MAR	
003-1307	STREET RECONSTRUCTION	
003-1309	COVENANT CHRISTIAN	
003-1319	REMINGTON PARK	
003-1323	SHALIMAR	
003-1340	CASTLETON MANOR	
003-1357	CITGO/LD LOCKETT	
003-1392	CLAIRMONT-PH I	
003-1404	TANGLEWOOD	
003-1418	CLAIRMONT-PH II	
003-1429	WARWICK PARC	
003-1434	ROCKRIMMON	
003-1486	CHANEL'S COURT	
003-1563	VILLAS OF COLLEYVILLE	
005-1172	VOLUNTARY PARK FUND	
011-1172	LIBRARY DONATIONS FUND	
012-1172	PARK LAND DEDICATION FUND	
017-1172	DRAINAGE FUND OPERATING	
024-1172	CEDC OPERATING	
026-1172	TIF OPERATING	499,811.73
032-1519	CAPITAL EQUIPMENT RESERVE	
034-1172	COLLEYVILLE TOMORROW	
PER GENERAL LEDGER		\$999,811.73
MARKET VALUE		\$998,926.00
VALUE AT MATURITY		\$1,000,000.00
INTEREST RECEIVED TO MATURITY		\$24,056.99

CDARS CERTIFICATE OF DEPOSIT ALLOCATION

CDARS CERTIFICATES OF DEPOSIT

FUND ALLOCATION	AMOUNT	PURCHASE DATE	MATURITY DATE	INTEREST RATE	INTEREST EARNED DURING QUARTER
UTILITY FUND	\$508,338.65	7/30/2015	7/27/2017	0.40%	\$501.38
GENERAL FUND	\$510,929.49	6/23/2016	6/21/2018	0.40%	\$503.93
GENERAL FUND	\$509,805.77	3/23/2017	3/22/2018	0.30%	\$371.90
GENERAL FUND	\$1,524,991.85	9/22/2016	9/21/2017	0.60%	\$2,249.46
GENERAL FUND	\$510,047.65	9/22/2016	9/20/2018	0.50%	\$628.83
GENERAL FUND	\$504,752.03	9/24/2015	9/21/2017	0.40%	\$497.84
GENERAL FUND	\$504,998.84	3/24/2016	3/22/2018	0.50%	\$622.60
TOTAL	\$4,573,864.28				\$5,375.93

LOGIC INVESTMENT POOL ALLOCATION

AND GENERAL INFORMATION

LOCAL GOVERNMENT INVESTMENT COOPERATIVE / "LOGIC"
ACCOUNT ALLOCATION AT MARCH 2017

ACCT #	DESCRIPTION	BALANCE
<i>GENERAL FUND</i>		
001-1115	GENERAL OPERATING	\$194,925.35
<i>UTILITY FUND</i>		
002-1115	UTILITY OPNS	\$2,549,907.66
002-1116	IMPACT FEES WATER	\$1,257,992.97
002-1119	UTILITY LINE RESTORATION	\$1,161.90
002-1130	UTILITY INTEREST & SINKING FUND	\$359,326.39
002-1294	IMPACT FEES SEWER	\$368,981.41
<i>CAPITAL PROJECTS FUND</i>		
003-1113	IMPACT FEES/SA I	\$21,405.40
003-1495	2007 GO FIRE STATION BONDS	\$100,891.78
003-1508	MICRO-RESURFACING	\$174,231.21
003-1509	STREET RESURFACING	\$19,068.14
<i>DEBT SERVICE FUND</i>		
004-1115	DEBT SERVICE OPERATING	\$836,238.01
<i>DRAINAGE FUND</i>		
017-1115	DRAINAGE OPERATING	\$959,905.52
017-1159	DRAINAGE INT & SINKING FUND	\$120,781.22
017-1380	2001 DRAINAGE BONDS	\$2,349.22
<i>TIF FUND</i>		
026-1115	TIF OPERATING	\$12,717,443.47
026-1383	2001 TIF BONDS	\$113,494.45
<i>CCCPD FUND</i>		
027-1115	CCCPD OPERATING	\$821,667.72
027-1147	99 POLICE/COURT BLDG FUND	\$81.63
<i>SALES TAX INCENTIVE AGREEMENT FUND</i>		
031-1115	SALES TAX INCENTIVE AGREEMENT OPERATING	\$357,737.06
<i>CAPITAL EQUIPMENT REPLACEMENT FUND</i>		
032-1115	CAPITAL EQUIPMENT REPLACEMENT FUND	\$82,679.51
<i>COLLEYVILLE TOMORROW FUND</i>		
034-1115	COLLEYVILLE TOMORROW FUND	\$1,684,570.81
<i>PARKS TOMORROW FUND</i>		
035-1115	PARKS TOMORROW FUND	\$1,025,325.39
<i>STRATEGIC INITIATIVES FUND</i>		
036-1115	STRATEGIC INITIATIVES FUND	\$250,914.00
TOTAL LOGIC POOL BALANCE		<u>\$24,021,080.22</u>

DFW Economic Indicators

Employment Growth was -1.0% annually in February, weaker than the flat growth in Texas as a whole. Dallas saw a decline of 3,400 jobs offsetting an increase of 450 in Ft Worth.

Leisure and hospitality payrolls increased,	10.6%
Professional and business services increased with relocations,	7.9%
Financial and health services, and education saw strong growth,	7.6%
Government and Information Services,	-2.3% each

The **Unemployment Rate** increased but were lower than the Texas rate of 4.9%:

Ft. Worth, 4.5%; Dallas, 4.1%

Home Prices in 4th Quarter, 2016:

Dallas area,	2.6% increase
Ft. Worth area,	2.4% increase
Texas & U.S.,	2.4% increase

Home Prices 2016 to 2017:

Dallas area,	10.7% increase
Ft. Worth area,	10.5% increase
Texas,	7.7% increase
U.S.,	6.2% increase

Home Affordability:

Dallas: 50% of homes sold was affordable for medium income
Ft. Worth: 64%
Dallas least affordable metro area in State, affordability has declined in DFW area since 2013.

Existing Home Sales in 2016

Dallas, 4.7% increase
Ft. Worth, 7.5% increase
New Home Sales described as healthy, buoyed by solid job growth.

<u>Rates</u>	<u>Apr 12</u>	<u>March</u>	<u>Mar, 2016</u>
Prime Rate	4.00	3.75	3.50
Fed Funds	1.00	0.75	0.50

Prime rate, federal funds rate, COFI

By Bankrate.com

The prime rate, as reported by The Wall Street Journal's bank survey, is among the most widely used benchmark in setting home equity lines of credit and credit card rates. It is in turn based on the federal funds rate, which is set by the Federal Reserve. The COFI (11th District cost of funds index) is a widely used benchmark for adjustable-rate mortgages.

Click on the links below to find a fuller explanation of the term.

Prime rate, federal funds rate, COFI

Updated 4/12/2017

	This week	Month ago	Year ago
<u>WSJ Prime Rate</u>	4.00	3.75	3.50
<u>Federal Discount Rate</u>	1.50	1.25	1.00
<u>Fed Funds Rate (Current target rate 0.50-0.75)</u>	1.00	0.75	0.50
<u>11th District Cost of Funds</u>	0.591	0.616	0.670

Ratings methodology

What's included? The federal funds rate is the primary tool that the Federal Open Market Committee uses to influence interest rates and the economy. Changes in the federal funds rate have far-reaching effects by influencing the borrowing cost of banks in the overnight lending market, and subsequently the returns offered on bank deposit products such as certificates of deposit, savings accounts and money market accounts. Changes in the federal funds rate and the discount rate also dictate changes in The Wall Street Journal prime rate, which is of interest to borrowers. The prime rate is the underlying index for most credit cards, home equity loans and lines of credit, auto loans, and personal loans. Many small business loans are also indexed to the Prime rate. The 11th District Cost of Funds is often used as an index for adjustable-rate mortgages.

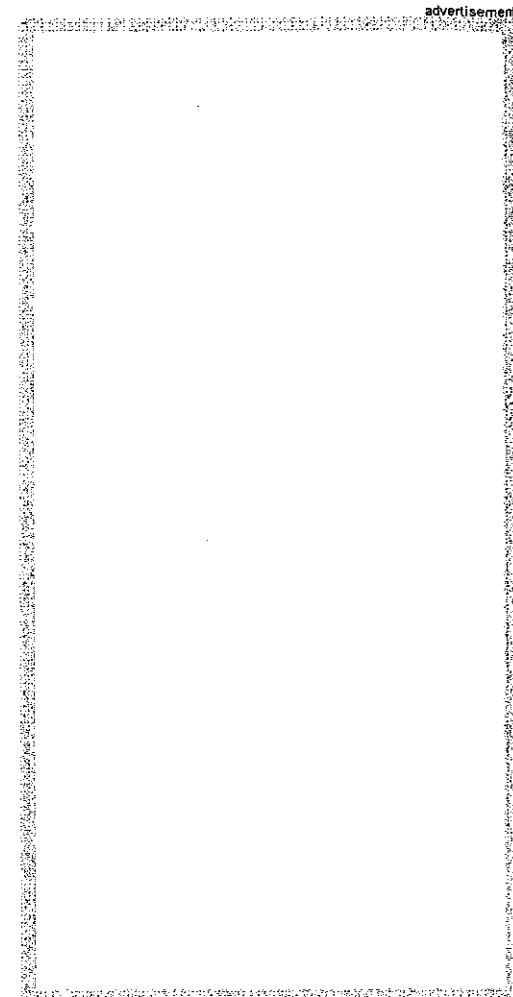
[Back to Rate Watch main page.](#)



Share

REFINANCE RATES AVERAGES

Product	Rate	Change	Last week
30 year fixed refi	3.91%	↓ 0.03	3.94%
15 year fixed refi	3.13%	↓ 0.02	3.15%
10 year fixed refi	3.09%	↑ 0.08	3.01%



advertisement

advertisement

COMPARE MORTGAGE RATES

Fixed Rates

10 year fixed	15 year fixed refi
15 year fixed	20 year fixed refi
20 year fixed	30 year fixed refi

Adjustable Rates

1 year ARM	1 year ARM refi
3/1 ARM	3/1 ARM refi
5/1 ARM	5/1 ARM refi

Interest Only Rates

3/1 ARM (IO)	5/1 ARM (IO) refi
5/1 ARM (IO)	7/1 ARM (IO) refi
7/1 ARM (IO)	30 year (IO) refi

30 year fixed	30 year FHA refi	7/1 ARM	7/1 ARM refi	30 year fixed (IO)	Sell all ARMs
30 year FHA	See all fixed	10/1 ARM	10/1 ARM refi	3/1 ARM (IO) refi	Sell all IOs

advertisement

FEDERAL RESERVE BANK OF DALLAS • MARCH 28, 2017

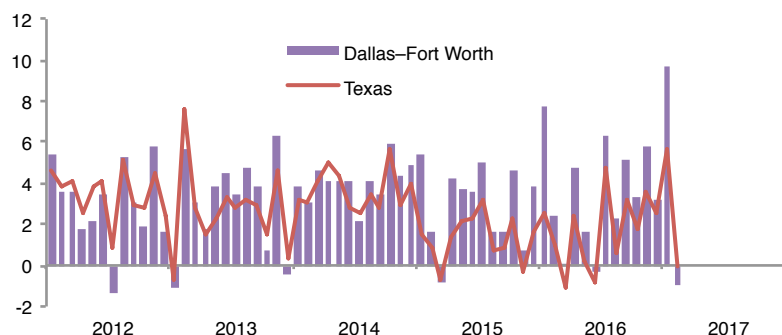
Summary

The Dallas–Fort Worth economy moderated in February, with payroll employment contracting and unemployment ticking up during the month, similar to the pattern seen at the state level. Looking at the two-month period, employment growth was strong at 4.2 percent. Dallas and Fort Worth business-cycle indexes also decelerated in February, though growth remained positive. The DFW housing market remained solid, with house price gains outstripping those nationally.

Employment

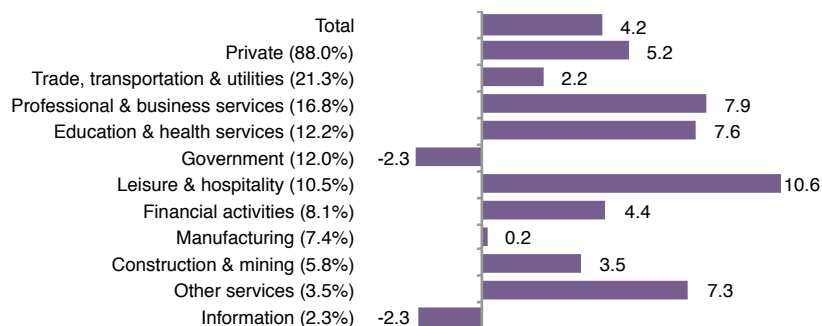
Employment Growth

Month/month percent change, annualized



SOURCES: Bureau of Labor Statistics; Texas Workforce Commission; seasonal and other adjustments by the Dallas Fed.

Employment Growth by Sector



NOTES: Data show seasonally adjusted, annualized percentage growth by supersector for December 2016–February 2017. Numbers in parentheses are shares of total Dallas–Fort Worth nonfarm employment and may not sum to 100 due to rounding.

SOURCES: Bureau of Labor Statistics; Texas Workforce Commission; seasonal and other adjustments by the Dallas Fed.

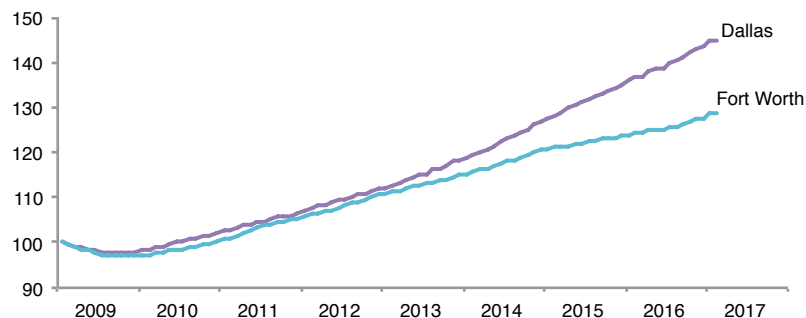
► DFW employment came in at –1.0 percent annualized in February, weaker than growth at the state level, which was flat. Declines in payroll employment (3,400 jobs) in Dallas more than offset the slight increase seen in Fort Worth (450).

► DFW employment growth was mostly broad based across supersectors from December to February. An increase in leisure and hospitality payrolls at 10.6 percent led gains. The professional and business services sector also added jobs at a rapid clip, supported by ongoing relocations and expansions in the metroplex. Other large sectors such as education and health services and financial activities also saw strong growth. Job growth in manufacturing was flat, while payrolls in government and information services contracted.

► In February, the unemployment rate rose to 4.1 percent in Dallas and 4.5 percent in Fort Worth. Both figures remain lower than the Texas rate, which edged up to 4.9 percent. The unemployment rate in Dallas is close to multiyear lows, although it has risen in recent months.

Business-Cycle Indexes

Index, January 2009 = 100*



► Growth in the [Dallas and Fort Worth business-cycle indexes](#) moderated in February. The Dallas index rose an annualized 2.8 percent during the month, slower than January's 9.2 percent pace. The Fort Worth index grew 1.9 percent, following January's 10.9 percent increase. Year over year, the Dallas index was up 6.2 percent and the Fort Worth index was up 3.6 percent as a result of continued healthy job creation in the metroplex.

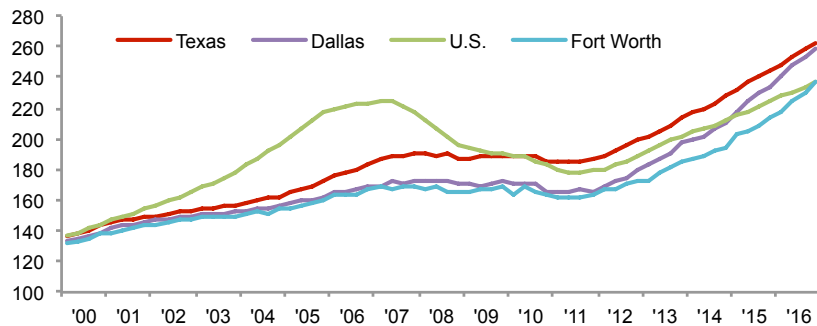
*Monthly, seasonally adjusted.

SOURCE: Dallas Fed.

Housing

Home Prices

Index, first quarter 1991 = 100*

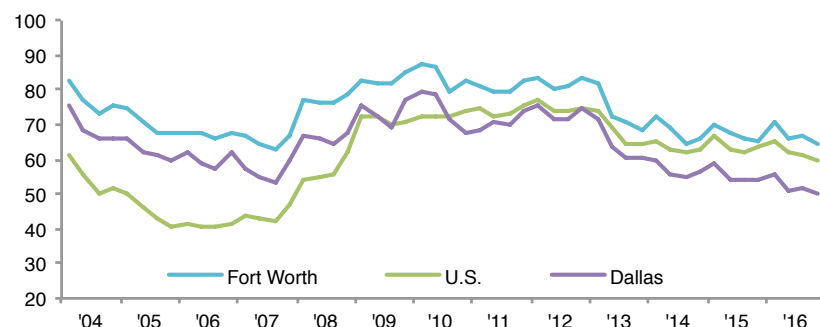


*Quarterly, seasonally adjusted.

SOURCE: Federal Housing Finance Agency.

Housing Affordability

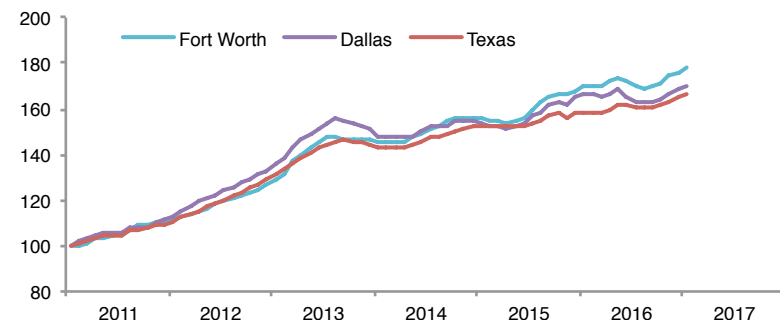
Percent



SOURCE: National Association of Home Builders/Wells Fargo Housing Opportunity Indexes.

Home Sales

Index, January 2011 = 100*



*Six-month moving average; seasonally adjusted.

SOURCES: Real Estate Center at Texas A&M University; Multiple Listing Service; seasonal adjustments by the Dallas Fed.

► The DFW housing market remained solid at year-end, with home price gains in the metroplex outpacing those in the state and U.S. Prices rose 2.6 percent in Dallas and 2.4 percent in Fort Worth in fourth quarter 2016, faster than the 1.5 percent increase registered in both Texas and the U.S., according to the Federal Housing Finance Agency purchase-only house price index. On a year-over-year basis, prices were up 10.7 percent in Dallas and 10.5 percent in Fort Worth—both higher than in Texas (7.7 percent) and the nation (6.2 percent). Price appreciation in DFW last year also outpaced increases in Austin, San Antonio and Houston, which saw year-over-year growth of 10.1, 9.3 and 3.3 percent, respectively.

► Record home price appreciation has eroded housing affordability in the metroplex. According to the National Association of Home Builders/Wells Fargo's Housing Opportunity Indexes, Dallas was the least affordable major metro area in the state, with about 50 percent of homes sold during fourth quarter 2016 considered affordable for the median-income family. Fort Worth remained more affordable relative to Dallas and the nation, with 64 percent of homes sold in the fourth quarter viewed as affordable. Affordability has been declining in the metroplex since early 2013. (See the *Southwest Economy* article "[Texas Housing Market Soars, Pricing Out Many.](#)")

► While existing-home sales weakened in January, six-month moving averages show continued increases in Dallas and Fort Worth as well as the state. In 2016, sales rose 4.7 percent in Dallas and 7.5 percent in Fort Worth. New-home sales also remain healthy in the metroplex, according to Dallas Fed Beige Book contacts. Solid job growth is buoying DFW housing demand.

NOTE: Data may not match previously published numbers due to revisions.

Questions can be addressed to Laila Assanie at laila.assanie@dal.frb.org.

More Dallas Fed economic updates: www.dallasfed.org/research/update/



LOGIC Newsletter

March 2017

Performance

As of March 31, 2017

Current Invested Balance	\$6,727,258,315.21
Weighted Average Maturity (1)*	29 Days
Weighted Average Maturity (2)*	64 Days
Net Asset Value	1.000151
Total Number of Participants	522
Management Fee on Invested Balance	0.0975%
Interest Distributed	\$6,428,489.88
Management Fee Collected	\$567,084.98
% of Portfolio Invested Beyond 1 Year	0.00%
Standard & Poor's Current Rating	AAAm

March Averages:

Average Invested Balance	\$6,841,342,608.67
Average Monthly Yield, on a simple basis	1.0089%
Average Weighted Average Maturity (1)*	35 Days
Average Weighted Average Maturity (2)*	74 Days

*Definition of Weighted Average Maturity (1) & (2)

- (1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.
- (2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

Rates reflect historical information and are not an indication of future performance.

News

New Participants

We would like to welcome the following entities who joined the LOGIC program in March:

- ★ Canyon Falls WCID No 2
- ★ Denton County FWSD 8-C
- ★ City of Gilmer
- ★ Town of Prosper
- ★ Rockwall County Consolidated MUD No 1
- ★ Rockwall County MUD No 6
- ★ West ISD

Holiday Reminder

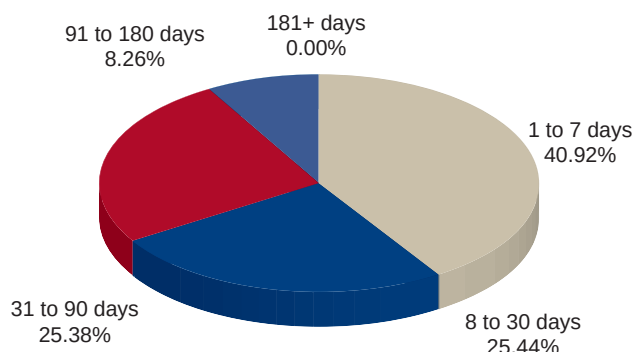
In observance of Good Friday, LOGIC will be closed Friday, April 14, 2017. All ACH transactions initiated on Thursday, April 13th will settle on Monday, April 17th. Notification of any early transaction deadlines on the business day preceding this holiday will be sent by email to the primary contact on file for all LOGIC participants. Please plan accordingly for your liquidity needs.

Economic Commentary

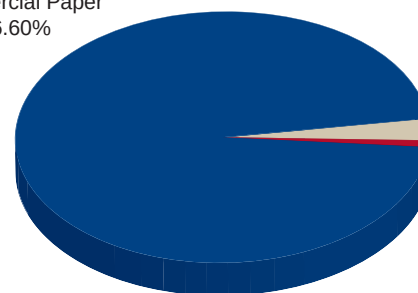
In the fall of 2016, a change in market sentiment altered expectations for the sustainability of global growth and inflation, driving U.S. interest rates higher and allowing the Fed to tighten for the first time in a year and in March, the Fed raised rates again. Sitting in the U.S., it appears that the markets are playing a waiting game and little has changed. Since the beginning of the year, the yield on the 10-year Treasury has bounced around in a fairly narrow trading range. The markets want to see the administration and Congress focus: focus on tax cuts, focus on deregulation and focus on the mechanism for getting fiscal spending into the economy. But when you broaden your perspective, you can see that a lot has changed. At the end of last year, it appeared that while the U.S. was beginning to normalize, the rest of the world was still awash in central bank accommodation, keeping rates low. What's changed is that growth is now synchronized globally. And more important, so is monetary policy. No longer does the Fed appear to be going it alone. Central banks around the world are starting to dial down that accommodation; they are leaning into growth, inflation, better credit quality and more consumption. We are beginning a transition—a transition from monetary policy to fiscal policy. Our rate view also remains unchanged from one quarter ago. At that time, we suggested that a near-term rally was possible, and we have experienced that. No path to higher rates is a straight line. We expect another three rate hikes this year and a 10-year Treasury bond that is 3% by mid-year and 3% to 3.5% by year-end. As the post-crisis recovery ages, we believe that we are still in the middle innings of the ballgame rather than near the end. We are just beginning to see the transition from years of monetary policy support and stimulus to more meaningful fiscal policy stimulus. This does not suggest we should fear an economic and/or market collapse. It will take central banks considerable time to withdraw liquidity from the system. By our estimate, it will take the Fed about a dozen years to normalize policy, including running down the size of its bloated balance sheet. And, arguably, the European Central Bank and the Bank of England have not even begun the normalization process, while the Bank of Japan seems an eternity away. A long and gradual withdrawal of liquidity will allow policymakers to be more patient in developing coherent fiscal policies. If this turns out to be the evolving policy script, then the markets will easily be able to handle a gentle rise in rates and adjust without the trauma of previous tightening cycles.

This information is an excerpt from an economic report dated March 2017 provided to LOGIC by JPMorgan Asset Management, Inc., the investment manager of the LOGIC pool.

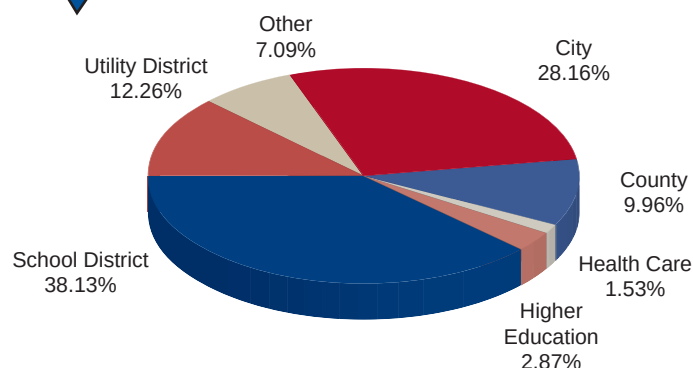
Portfolio by Type of Investment As of March 31, 2017



Commercial Paper
96.60%



Portfolio by Maturity As of March 31, 2017



Distribution of Participants by Type As of March 31, 2017

Historical Program Information

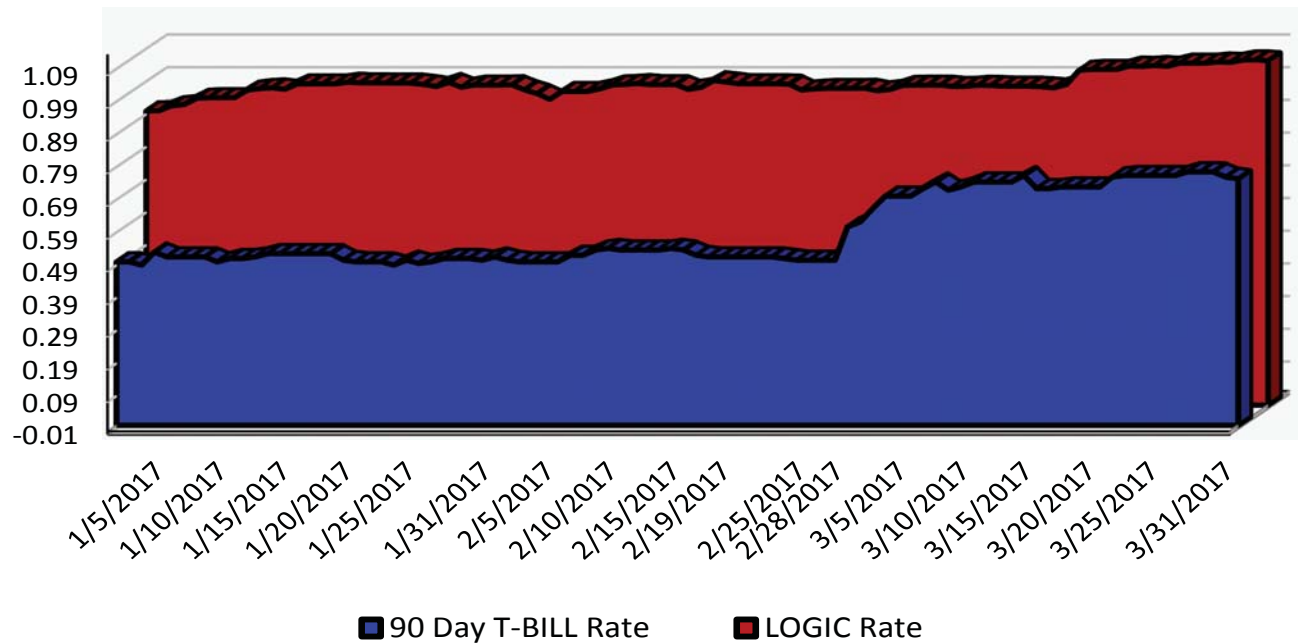
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Mar 17	1.0089%	\$6,727,258,315.21	\$6,728,526,958.13	1.000151	35	74	522
Feb 17	0.9716%	6,899,050,894.78	6,900,939,892.08	1.000273	38	75	515
Jan 17	0.9642%	6,257,691,371.71	6,259,008,532.09	1.000210	33	68	509
Dec 16	0.8790%	5,345,321,204.93	5,347,040,518.20	1.000291	31	72	506
Nov 16	0.8364%	4,677,615,888.80	4,679,361,690.19	1.000373	35	73	504
Oct 16	0.8112%	4,286,771,305.76	4,288,329,393.30	1.000363	40	70	502
Sep 16	0.7248%	4,409,871,179.36	4,410,883,048.03	1.000194	45	62	500
Aug 16	0.6218%	4,173,346,305.76	4,174,143,206.62	1.000190	39	57	500
Jul 16	0.5740%	4,222,463,139.86	4,222,665,438.59	1.000047	38	51	497
Jun 16	0.5640%	4,098,495,182.80	4,099,137,783.02	1.000156	38	54	493
May 16	0.5496%	4,112,196,457.64	4,112,970,867.25	1.000188	41	61	490
Apr 16	0.5439%	4,225,726,061.33	4,226,329,499.91	1.000129	35	57	489

Portfolio Asset Summary as of March 31, 2017

	Book Value	Market Value
Uninvested Balance	\$ (85.93)	\$ (85.93)
Accrual of Interest Income	1,677,474.68	1,677,474.68
Interest and Management Fees Payable	(6,491,295.64)	(6,491,295.64)
Payable for Investment Purchased	0.00	0.00
Receivable for Investment Sold	0.00	0.00
Repurchase Agreements	169,276,999.96	169,276,999.96
Commercial Paper	6,502,797,066.31	6,504,028,525.06
Government Securities	59,998,155.83	60,035,340.00
Total	\$ 6,727,258,315.21	\$ 6,728,526,958.13

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of LOGIC. The only source of payment to the Participants are the assets of LOGIC. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact LOGIC Participant Services.

LOGIC versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The LOGIC management fee may be waived in full or in part at the discretion of the LOGIC co-administrators and the LOGIC rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the LOGIC pool to the T-Bill Yield, you should know that the LOGIC pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for March 2017

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	LOGIC Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
3/1/2017	0.9651%	0.000026442	\$6,907,045,181.68	1.000284	38	77
3/2/2017	0.9771%	0.000026769	\$6,904,840,629.53	1.000280	39	79
3/3/2017	0.9781%	0.000026796	\$6,903,868,215.97	1.000253	40	77
3/4/2017	0.9781%	0.000026796	\$6,903,868,215.97	1.000253	40	77
3/5/2017	0.9781%	0.000026796	\$6,903,868,215.97	1.000253	40	77
3/6/2017	0.9743%	0.000026693	\$6,874,399,292.96	1.000305	41	79
3/7/2017	0.9748%	0.000026706	\$6,855,707,817.33	1.000315	40	79
3/8/2017	0.9781%	0.000026797	\$6,862,332,455.78	1.000304	40	79
3/9/2017	0.9770%	0.000026768	\$6,849,462,081.29	1.000322	40	78
3/10/2017	0.9753%	0.000026720	\$6,832,650,990.09	1.000266	38	76
3/11/2017	0.9753%	0.000026720	\$6,832,650,990.09	1.000266	38	76
3/12/2017	0.9753%	0.000026720	\$6,832,650,990.09	1.000266	38	76
3/13/2017	0.9733%	0.000026665	\$6,847,768,607.13	1.000308	37	77
3/14/2017	0.9700%	0.000026576	\$6,850,802,455.50	1.000310	36	76
3/15/2017	0.9802%	0.000026854	\$6,819,835,445.41	1.000307	36	76
3/16/2017	1.0235%	0.000028040	\$6,834,340,357.69	1.000289	36	76
3/17/2017	1.0264%	0.000028120	\$6,830,366,535.85	1.000205	35	73
3/18/2017	1.0264%	0.000028120	\$6,830,366,535.85	1.000205	35	73
3/19/2017	1.0264%	0.000028120	\$6,830,366,535.85	1.000205	35	73
3/20/2017	1.0366%	0.000028401	\$6,834,581,896.11	1.000227	35	73
3/21/2017	1.0355%	0.000028371	\$6,833,670,991.48	1.000223	34	73
3/22/2017	1.0385%	0.000028451	\$6,824,376,908.84	1.000225	33	72
3/23/2017	1.0358%	0.000028378	\$6,868,408,826.12	1.000208	33	71
3/24/2017	1.0454%	0.000028642	\$6,821,417,970.07	1.000175	31	69
3/25/2017	1.0454%	0.000028642	\$6,821,417,970.07	1.000175	31	69
3/26/2017	1.0454%	0.000028642	\$6,821,417,970.07	1.000175	31	69
3/27/2017	1.0491%	0.000028742	\$6,820,252,059.99	1.000195	31	67
3/28/2017	1.0478%	0.000028707	\$6,832,503,584.89	1.000191	30	68
3/29/2017	1.0551%	0.000028908	\$6,786,839,858.93	1.000193	30	67
3/30/2017	1.0555%	0.000028918	\$6,782,282,967.03	1.000185	29	65
3/31/2017	1.0530%	0.000028850	\$6,727,258,315.21	1.000151	29	64
Average	1.0089%	0.000027641	\$6,841,342,608.67		35	74

LOGIC Participant Services
FirstSouthwest, A Division of Hilltop Securities
1201 Elm Street, Suite 3500
Dallas, TX 75270



LOGIC Board

LOGIC Board Members

Philip G. Roberson	Arlington ISD	Board President
Fred L. Werner	Municipal Finance Director	Board Vice President
Judd R. Sanderson	North Texas Municipal Water District	Board Treasurer / Investment Officer
Sandra Newby	Tarrant Regional Water District	Board Member
Greg Jordan	City of Grapevine	Board Member

Contacts

For more information contact LOGIC Participant Services ★ 1-800-895-6442 ★ www.logic.org



J.P.Morgan
Asset Management

RESOLUTION R-17-4143

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
JUNE 6, 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 6TH DAY OF JUNE 2017.

Mayor Richard Newton	_____	Mayor Pro Tem Bobby Lindamood	_____
Place 1, Tammy Nakamura	_____	Place 3, Kathy Wheat	_____
Place 4, George Dodson	_____	Place 5, Nancy Coplen	_____
Place 6, Mike Taylor	_____		

ATTEST:

CITY OF COLLEYVILLE

Amy Shelley, TRMC
City Secretary

Richard Newton
Mayor