



City of Colleyville City Council Agenda

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

Tuesday, June 20, 2017

**WORKSESSION
5:30 PM
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR**

CALL TO ORDER

WS-1 Community Garden Presentation

WS-2 Discussion of the Health Insurance Renewal for Fiscal Year 2018 (FY18)

WS-3 Update and discussion of overhead doors at Fire Stations 1 and 3

WS-4 Discussion of the June 20, 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 Katie Lewis, First United Methodist

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-17-4144

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

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

In recognition of Colleyville's Featured Business of the Month - NexGen Fitness, 6000 Colleyville Boulevard - Owners Anthony Carter and Angie Stroman - Mayor Richard Newton and Interim Assistant City Manager/Executive Director of Economic Development and Communications Mark Wood

4. RECEPTION FOR CITY MANAGER JERRY DUCAY

5. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-17-4145

- 5a** Approval of the minutes of the regular City Council meeting of June 6, 2017
- 5b** Acceptance of a Public Right-of-Way and a Drainage and Maintenance Easement dedication, located at the northwest corner of Cheek-Sparger Road and Heritage Avenue, and authorizing the city manager to execute the documents
- 5c** Approval of renewal contracts with Spectrum, for internet service to City facilities, in an amount not to exceed \$90,876 a year, and authorizing the city manager to execute the contracts

6. ORDINANCE(S): SECOND 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-17-4146**

Consideration of a resolution requesting the Texas Legislature to transfer gas utility ratemaking authority from the Texas Railroad Commission to the Texas Public Utility Commission

8. DISCUSSION OF ITEMS NOT FOR ACTION AND PUBLIC HEARING

8a Monthly Financial Report - May 2017

8b Update on the SH26 Project

9. CITIZEN COMMENTS/PRESENTATIONS REGARDING ITEMS NOT ON THE AGENDA**10. REPORTS**

Planning and Zoning Commission Minutes - May 8, 2017

11. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR JUNE 20, 2017 - READING AND PUBLIC HEARING - RESOLUTION R-17-4147**12. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards Friday, June 16, 2017 by 5:00 p.m.

Christine Loven
Assistant City Secretary

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

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

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



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
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Agenda Number WS-1

Agenda Date 06/20/2017

Type Worksession

Department Parks and Recreation

Title

Community Garden Presentation

Strategic Plan

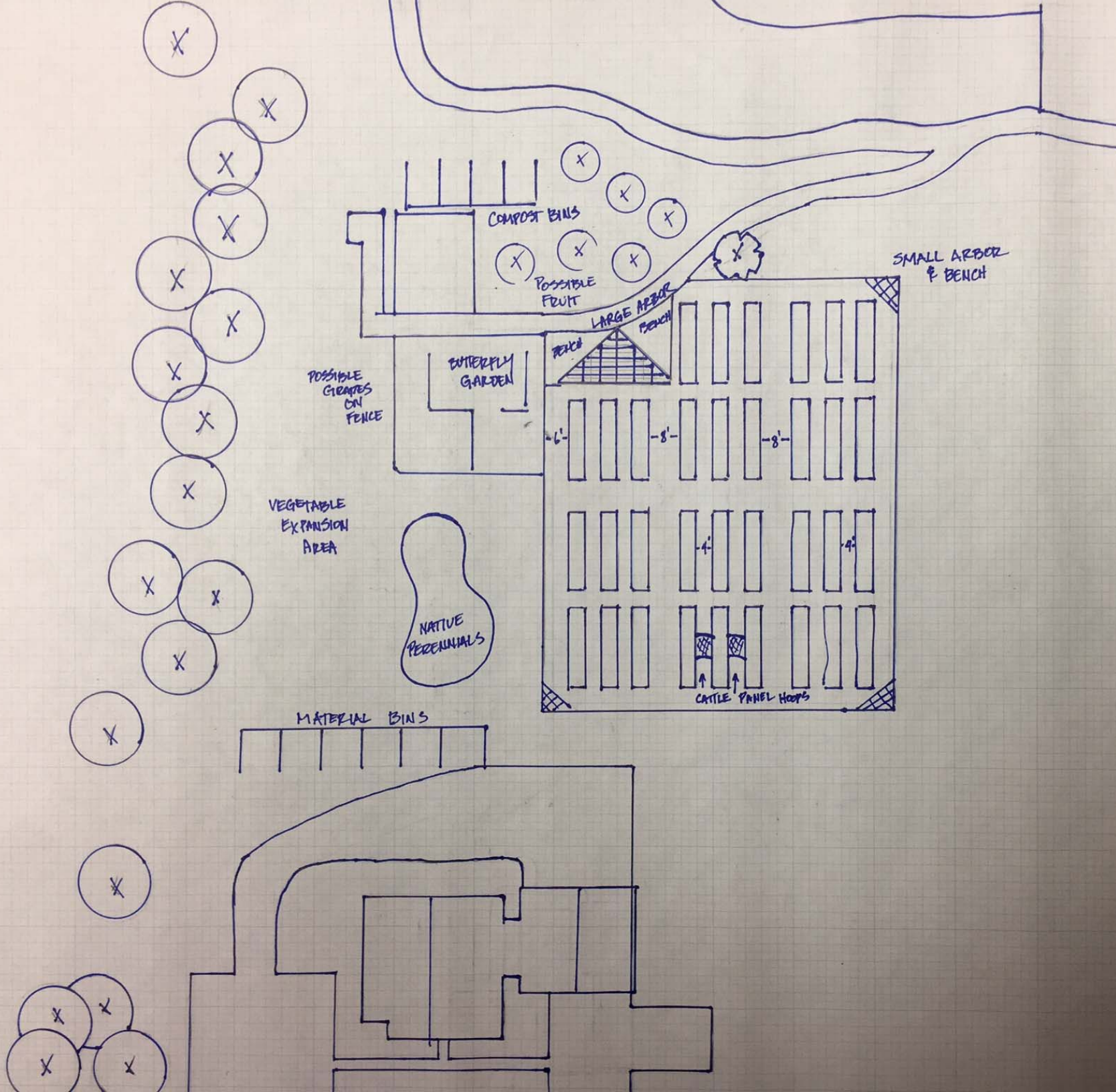
1.4 Communicate thoroughly and strategically

Explanation

Natalie Genco, President of the proposed Community Garden Board, will present the preliminary plan for the Community Garden. This presentation will provide the proposed garden site plan, plot agreements, and Bylaws for the Community Garden Board. Mrs. Genco will be seeking City Council guidance for the proposed plan and the plausibility of a Community Garden in Colleyville.

Attachments

1. Community Garden Site Plan
2. Plot Agreements
3. Community Garden Bylaws



Colleyville Community Garden (CCG)

Adopt a Plot - Terms of Agreement

Dues - Membership shall run from January 1 to December 31 but a member may join at any time of the year. Plot fees are \$40 per year and are due at the time of registration. The first year this will cover 2017-Dec 2018. Thereafter plot fees will be for one year and may be adjusted according to a vote of the membership.

Organic - Gardeners will strive to be good stewards of the land and will use only organic gardening products. The use of synthetic fertilizers, pesticides, herbicides will not be allowed. We encourage gardeners to use non-GMO seeds and plants.

Watering - The use of watering timers or soaker hoses is not allowed. Hand watering is allowed.

Plot Maintenance - Gardeners are required to keep individual plots in a planted, productive state during the growing season. We encourage plots to be covered in mulch at all times to encourage water and soil conservation and to control weeds. Weeds and dead vegetation must be cleared from your plot year round. Gardens should be planted by April 1st and winterized by December 1st.

Winter Gardens - These are encouraged, but must be maintained to minimum standards. If not in production during winter months, please cover your plot with landscape cloth, a cover crop, mulch.

Donating Produce - Gardeners are encouraged to share a portion of their produce with others but this is not required.

Monthly Workdays - Each gardener will support the garden by doing their fair share of common area work. Each plot owner is required to participate in at least Four (4) of the 12 workdays per year (Work day dates to be decided by charter CCG members). Considerations will be given for special skills, physical and mental capabilities and age. Youth participation is encouraged with adult guidance.

Tools - Can be borrowed from the storage shed and should be cleaned before returning to the shed and put back in their designated location.

Garden Shed - Members will be given the combination to the garden shed combination lock to access garden supplies and tools. Please do not share the combination with non members.

Respecting Neighbors - Please do not harvest produce or flowers from anyone else's plot without the owner's permission. When using someone's garden hose, please put it back as you found it. Do not remove the sprinkler head, unscrew from the water supply or leave hoses laying in pathways.

Respecting Boundaries - Garden plots are restricted to the area within the boundary of your plot board enclosure. Plot vegetation may not extend beyond these boundaries into adjacent plots or common areas. Vertical crops such as pole beans should be oriented in such a way as to allow adequate light to neighboring plots and must not interfere with pathways or adjacent plots. Common areas such as walkways and roadways must be kept clear in order to facilitate maintenance activities. Please don't

pile or throw mulch, weeds, rocks, or other materials into these areas. When not in use, keep hoses out of common areas and on a hose holder or coiled inside your plot boards.

CCG Oversight - The Colleyville Community Garden Coordinator along with the Executive Board oversees the garden. The Garden coordinator will check garden plots for compliance and be available to resolve problems. Gardeners are encouraged to attend CCG meetings and to bring issues forward for the group to help resolve.

Plot Availability - When a plot becomes available, it shall be offered to new gardeners before being given to an existing gardener. The maximum allowance of garden plots by one family or group is two plots.

Pets - Pets are not allowed within the garden.

Prohibited - Please keep garden areas free of litter, tobacco in all forms, alcohol and drugs.

Thank you and Happy Gardening!

Disclaimer Statement

I agree to adhere to all guidelines as stated above and understand that noncompliance may result in plot forfeiture.

I understand that The Colleyville Community Garden and the City of Colleyville are not responsible for my actions.

I THEREFORE AGREE TO HOLD HARMLESS THE COLLEYVILLE COMMUNITY GARDEN AND THE CITY OF COLLEYVILLE FOR ANY LIABILITY, DAMAGE, LOSS OR CLAIM THAT OCCURS IN CONNECTION WITH USE OF THE GARDEN BY ME OR ANY OF MY GUESTS. I AGREE TO FOLLOW ALL GUIDELINES SET FORTH.

Signature:_____

Date:_____

Last Revision, April 21 2017

Colleyville Community Garden (CCG)

By-Laws

June 2, 2017

Colleyville Community Garden (CCG)

BYLAWS

Article I – Name

Article II – Purpose

- 2.01 Organization
- 2.02 Purpose

Article III – Membership

- 3.01 Voting Members
- 3.02 Honorary Members
- 3.03 Fees

Article IV –Membership Meetings

- 1. Date, Time and Location
- 2. Quorum and Voting
- 3. Roberts Rules of Order
- 4. Meeting Changes

Article V – Officers, Elections and Terms of Office

- 1. Officers-07
- 2. Eligibility
- 3. The Nominating Committee
- 4. Presentation of Slate and Voting
- 5. Transfer of Responsibility
- 6. Terms of Office
- 7. Vacancies
- 8. Removal of Officers
- 9. Compensation

Article VI – Duties and Functions of Executive Board Members

- 6.01 President
- 6.02 First Vice President (Special Events/Publicity)
- 6.03 Second Vice President (Fundraising/Volunteers)
- 6.04 Third Vice President (Garden Coordinator)
- 6.05 Treasurer
- 6.06 Secretary
- 6.07 Parliamentarian
- 6.08 Interim Transactions
- 6.09 Executive Board Meetings
- 6.10 Executive Board Quorum and Voting

Article VII – Standing Committees

- 1. Overview
- 2. Committees

Article VIII – Fiscal Activities

- 1. Fiscal Year
- 2. Audits
- 3. Budget
- 4. Disbursements
- 5. Tax Exempt Compliance per IRC Section 501 (c)(3)

Article IX – Affiliation

Article X – Line of Authority

Article XI – Amendments

ARTICLE I - NAME

1.01 The name of this organization shall be the **Colleyville Community Garden (CCG)**

ARTICLE II - PURPOSE

2.01 Organization

The CCG is organized as a corporation exclusively for charitable and educational purposes within the meaning of section 501 (c)(3) of the Internal Revenue Code. This organization will abide by all guidelines and regulations set forth by The City of Colleyville as well as State and Federal Laws as they apply to Non Profit Tax Exempt organizations.

2.02 Purpose

The Colleyville Community Garden is a place where members will be able to rent a garden plot for a nominal annual fee. Here the gardener can grow whatever they choose within the CCG rules in an organic environment. It is a place for education, inspiration, relaxation, and conversation where all skill levels are welcome. Our members will be encouraged to donate excess "fruits of our labor" to those in need.

ARTICLE III - MEMBERSHIP

3.01 Voting Members

Any garden plot renter in good standing will be a voting member of the CCG after paying an annual plot fee and then attending two monthly membership meetings. A member is eligible to vote at the third meeting they attend.

3.02 Honorary Members

Members of the Colleyville City Council, our mayor and our Director of Parks shall be honorary members and are cordially invited to attend all meetings.

3.03 Fees

A plot fee will be assessed each year. This fee will cover January through December of each year. The amount of the fee will be adjusted according to a vote of the CCG membership.

ARTICLE IV –MEMBERSHIP MEETINGS

4.01 Date, Time and Location

Monthly membership meetings shall be on the first Friday of each month or as directed by the Executive Board. Meetings shall be at The Rock House in McPherson Park or other location and time as directed by the Executive Board.

4.02 Quorum and Voting

In order to transact business, a quorum shall consist of three members of the board of directors. Voting shall be decided by the simple majority of attending members.

4.03 Roberts Rules of Order

All meetings shall be conducted pursuant to Roberts Rules of Order as set forth in the latest revision.

4.04 Meeting Changes

The President, with the consent of 2 members of the Executive Board, shall have the power to cancel a meeting, change the date of a meeting, or, in an emergency situation, call an additional meeting with three days' notice given to members.

ARTICLE V – OFFICERS, ELECTIONS AND TERMS OF OFFICE

5.01 Officers

The Executive Board shall be comprised of the following 7 elected officers: President, First Vice President (Programs/Publicity), Second Vice President (Fundraising/Volunteers), Third Vice President (Garden Coordinator), Treasurer, Secretary, and Parliamentarian.

5.02 Eligibility

Elected officers should be renters of a garden plot in good standing but this is not required.

5.03 The Nominating Committee

- (i) **Chair** - The Parliamentarian shall chair the Nominating Committee
- (ii) **Structure** - The committee shall consist of 3 members with at least one other Executive Board member. The CCG President shall **not** be a member of the Nominating Committee, ex-officio or otherwise. The committee shall be appointed by the President prior to the March general meeting.
- (iii) **Responsibilities** - The duties of the committee shall be to form a slate of elective officers for presentation to the general membership. No one may be nominated for any position without his/her consent.

5.04 Presentation of Slate and Voting

- (i) **Slate** - The slate of Executive Board nominees shall be presented in advance and voted upon at the regularly scheduled March general membership meeting.
- (ii) **Floor Nominations** - Nominations may also be made from the floor with the prior consent of the nominee.
- (iii) **Voting Process** – A quorum (see Section 4.02) must be present before the voting process begins. Voting shall be by a show of hands unless there are multiple nominees for any one office in which case voting shall be by written ballot. Officers shall be chosen by a simple majority of the members present and voting.

5.05 Transfer of Responsibility

New officers shall take office on June 1. All records from the previous Executive Board and committees, including minutes of meetings, notes on the year's events, treasurer's reports, other summaries and instructions, shall be transferred to the new Executive Board in a timely and efficient manner in order to provide for the smooth and efficient transfer of responsibility.

5.06 Terms of Office

Each elected office term shall be for one year. No executive board member shall hold the same elected office more than three consecutive years.

5.07 Vacancies

In the event of a vacancy of an elected office, the vacancy will be filled by appointment approved by the Executive Board for the remainder of the existing term of the vacant office.

5.08 Removal of Officers

Any elected officer absent from two regularly scheduled meetings without having good and valid reasons will be subject to review by the Executive Board and could face removal by a majority vote from the Board.

5.09 Compensation

No Executive Board Members or appointed Committee Members shall receive compensation.

ARTICLE VI – DUTIES AND FUNCTIONS OF EXECUTIVE BOARD MEMBERS

6.01 President shall:

- preside at all meetings
- appoint all Committee Chairs/Coordinators as the need arises and as deemed necessary to promote the objectives of the CCG
- serve as an ex-officio member of all such committees except the Nominating Committee
- chair the Budget Committee
- have the authority to co-sign checks on behalf of the CCG
- represent the CCG in communications with the city of Colleyville, other organizations, and the public
- ensure effective completion of all Executive Board member responsibilities as outlined in Article VI

6.02 First Vice President (Special Events/Publicity) shall:

- assume the position of President in the event of absence or resignation of the President
- serve as an ex-officio member of committees as requested by the President
- have the **authority to co-sign checks** on behalf of the CCG
- organize speakers for CCG meetings. The frequency of speakers to be decided by the Executive Board
- be responsible for Publicity.
- be responsible for communicating to the news media and City of Colleyville Communications Director any events or activities of interest involving the CCG program(s) and CCG activities
- perform other duties, as may be delegated by the Board.

6.03 Second Vice President (Fundraising/Volunteers) shall:

- help solicit donations for community garden needs.
- be responsible for sale of garden stone markers and recognition on community garden signage
- be responsible for communicating with schools, boy scouts, girl scouts, Rotary Club, Lion's Club, garden clubs, Colleyville Police and Firefighters, churches and other organizations regarding events at the community garden where volunteers may be needed.
- be responsible for communicating to these groups when there will be classes or events at the community garden that their groups may be interested in.
- perform other duties as may be delegated by the board.

6.04 Third Vice President (Garden Coordinator) shall:

- be responsible for ensuring that Members are following plot guidelines.
- organize garden work days.
- perform other duties as may be delegated by the board.
- chairs Audit Committee

6.05 Treasurer shall:

- maintain financial records for all CCG activities
- maintain a list of paid community garden members
- be responsible for accounting and depositing all monies
- be responsible for paying all authorized purchases
- prepare a detailed quarterly financial report including all expenses, all income and current balance.
- prepare a monthly financial report for regularly scheduled membership meetings reflecting last month's ending balance, total of all expenses, total of all income and the current ending balance.
- must be one of the authorized signatures on checks on behalf of the CCG
- be responsible for gathering the necessary information and filing Form 990 in a prompt and accurate manner after the Dec 31 year-end closing as per the Federal Tax Laws
- be responsible for the filing of the Texas Sales and Use Tax Return as required, either quarterly or yearly, by the State of Texas Comptroller
- ensure all other official filings shall be completed prior to transfer of duties

6.06 Secretary shall:

- record and retain the minutes of all Meetings
- record minutes in full sentences so they are understandable to a member who did not attend the meeting.
- provide a copy of the minutes to the Executive Board prior to the next month's meeting and present minutes of the prior month's meeting at each general membership meeting for approval
- handle miscellaneous correspondence for CCG as the need arises
- provide a sign-in sheet at each meeting for members to sign
- perform any other duties as may be delegated by the executive board.

6.07 Parliamentary shall:

- have Parliamentary authority
- make sure the organization is functioning according to the CCG By-Laws as adopted and/or amended
- ensure that a Quorum is met for monthly general meetings
- make recommendations for amendments to the by-laws as the need arises
- chair By-Laws committee, when needed, and as decided by the Executive Board
- chair the Nominating Committee as described in Section 5.03
- assist the third vice president in ensuring garden plot renters are following plot guidelines.
- perform any other duties as may be delegated by the executive board.

6.08 Interim Transactions

The Executive Board shall have the power to transact, in the interim of all general meetings, all business not otherwise provided for in the By-Laws, except that of modifying any action taken by the general body. Interim transactions regarding fiscal activities are addressed in Article VIII.

6.09 Executive Board Meetings

The Executive Board shall normally meet once per month except in June and July. Executive Board meetings shall be the same as monthly membership meetings. The President shall have the authority to cancel a meeting if none is needed, or to call special meetings if needed. A meeting of the Executive Board may also be called by any two other officers and all officers and members must be given 3 days notice. See meetings in Section 4.01.

6.10 Executive Board Quorum and Voting

Quorum of the Executive Board shall be a simple majority. Voting requires a two-thirds majority.

ARTICLE VII – STANDING COMMITTEES

7.01 Overview

- (i) **Committees** - The committees, as outlined in Section 7.02, are recommended but may be added to, deleted or changed by the Executive Board as the need arises and as is necessary to achieve the objectives of the organization without amendment to the bylaws.
- (ii) **Appointments** - These positions, as outlined in Section 7.02, shall be appointed by the President and approved by the Executive Board.
- (iii) **Attendance at Meetings** - Standing Committee chairpersons are expected to attend the monthly general meetings. If unable to attend, a written report should be delivered to the president via email.
- (iv) **Special Committees** - Special committees may be appointed by the President as needed.
- (v) **Committee Members** – Each Committee Chairperson has the authority to choose their own committee members subject to final approval by the Board. The Board may remove any committee member at any time in its sole discretion.
- (vi) **Terms of Position** - Each Chairperson shall serve for one year.
- (vii) **Record keeping** - Chairpersons shall maintain a working notebook with a timeline for Committee work and suggestions to pass on to their successors.

7.02 Committees & Responsibilities

- (i) **Audit – Chaired by the Third Vice President** - conducts audit of financial records within 60 days of the fiscal year end, consists of three (3) persons not involved with disbursement or control of the organization's finances; members do not need to be members of the organization
- (ii) **Nominating Committee** – see Section 5.03

ARTICLE VIII – FISCAL ACTIVITIES

8.01 Fiscal Year

The Fiscal and tax year shall be January first through December thirty-first.

8.02 Audit

The financial records shall be audited by the Audit Committee, which will be selected in January, and is chaired by the third Vice President. The audit shall be conducted after the end of the fiscal year (December 31) and presented to the Executive Board. The audit should occur by the end of February. The results shall be made available to the general membership at the next membership meeting after the audit is completed. An audit may be requested at any other time by a simple majority of the Executive Board.

8.03 Budget

- (i) **Committee** - The Budget Committee shall be chaired by the President and comprised of the Treasurer and another executive committee member appointed by the president.
- (ii) **Preparation and Presentation to Board** - The committee shall prepare and present a proposed budget for the following fiscal year to the Executive Board.
- (iii) **Preparation and Presentation to Membership** - Following Executive Board approval, the budget will be presented to the general membership at the September general meeting.

8.04 Disbursements

- (i) **Budgeted Disbursements** - Disbursements approved in the annual budget will not require further

approvals.

(ii) Signatures - All disbursements from the CCG accounts shall require two authorized signatures of unrelated individuals, one of which must always be the Treasurer. Officers authorized to sign on accounts for the CCG are the President, First Vice President, and Treasurer.

(iii) Unbudgeted disbursements under \$300 - Unbudgeted disbursements of less than \$300 which are not specifically covered in the annual budget may be authorized in special circumstances by the President, providing funds are available and he/she has the agreement of two other elected officers. Any such disbursements must be reported at the next general membership meeting.

(iv) Unbudgeted disbursements over \$300 - Unbudgeted disbursements in excess of \$300 must be voted on and approved by the general membership at a regularly scheduled meeting.

(v) Unbudgeted expenditures between June and August - Any unbudgeted expenditures in excess of \$300 between the May and September Executive Board meetings require the unanimous approval of the Executive Board prior to expenditure or commitment, and then must be reported at the next general meeting.

8.05 Tax Exempt Compliance per IRC Section 501 (c)(3)

(i) 501 (c)(3) Activities - Notwithstanding any other provision of these articles, the organization shall not carry on any activities not permitted to be carried on by an association exempt from federal income taxes under section 501 (c)(3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue law, or by an association's contributions to which are deductible under section 170 (c)(2) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue law.

(ii) Net earnings use - No part of the net earnings of CCG shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons, except, that the association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments in the furtherance of the purposes set forth in Article V.

(iii) Political and Legislative Activities - No substantial part of the activities of the association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the association shall not participate in, or intervene in, any political campaign on behalf of any candidate for public office.

(iv) Dissolution & Distribution of Funds - Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes with the meaning of section 501(c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to state or local government, for public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purpose.

ARTICLE X – LINE OF AUTHORITY

10.01

The final authority in controversial policy or decision-making will rest with The City of Colleyville .

ARTICLE XI - AMENDMENTS

11.01 These by-laws may be amended at any regular meeting of the organization by a majority vote of the members present and voting, provided that notice has been given at the previous regular meeting. A quorum must be present, and the President will only vote in case of a tie.



City of Colleyville City Council Agenda Briefing

City Hall
100 Main Street
Colleyville, Texas 76034
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Agenda Number WS-2

Agenda Date 06/20/2017

Type Worksession

Department Human Resources

Title

Discussion of the Health Insurance Renewal for Fiscal Year 2018 (FY 2018)

Strategic Plan

2.2 Recruit and retain a highly-qualified workforce

2.4 Demonstrate stewardship of public resources

Explanation

This item provides an opportunity for City Council and staff discussion of employee health insurance for Fiscal Year 2018 (FY18). The City currently offers the following benefit programs to employees:

- medical
- dental
- vision
- life and accidental death and dismemberment (AD&D)
- long term disability
- flexible spending account
- employee assistance program, and
- pricing transparency.

All plans are effective October 1 of each year.

IPS Advisors

On March 1, 2017, the City of Colleyville changed insurance broker/consulting services from Holmes Murphy and Associates to IPS Advisors, Inc. (IPS). As you may recall, the City has historically paid health insurance brokers using a commission-based payment structure. In this type of payment structure, the broker is paid directly by the insurance company using commissions built into the insurance premiums. The broker's commission is calculated as a percentage of the total premium. Earlier this year, the City made the decision to save approximately \$51,560 annually in broker/consultant fees starting in FY18 by switching to a flat fee payment structure.

IPS has been working diligently over the past few months to assist staff with the insurance renewal and bidding process. They facilitated the annual health insurance bid process and analyzed existing coverage to identify areas for improvement. The results of the insurance bids and recommendations are discussed later in this briefing. IPS will be presenting the results and recommendations of this year's RFP process to the City Council.

Benefits and Wellness Committee

Each year, the Benefits and Wellness Committee (the "Committee") assists in reviewing the City's benefit offerings from an employee perspective. The Committee is comprised of employee staff members representing various departments of the City. The Committee is advisory in nature, lending guidance and support to the City's benefits and wellness programs and operations. The goal of the Committee is to promote and encourage employee decision-making and ownership in employee benefits and the wellness program, with a primary focus on the health and well-being of employees and their families. This year, the Committee reviewed the bid results, discussed the various plans, and agreed with IPS' recommendations for next year's benefit offerings.

Medical Insurance

The City's medical plan is the largest cost among all of the lines of coverage at over \$2 million per year. The City's current medical provider, BlueCross and BlueShield of Texas (BCBS), typically provides the initial renewal rates to the City in May of each year. Rates are based upon several factors, including:

- Plan design – deductibles, office and emergency room visit copayments, pharmaceutical copayments, coinsurance,
- Claims activity – shock claims (one-time) or on-going claims,
- Credibility factor – how the BCBS fully insured pool is running,
- Medical and pharmaceutical inflation, and
- Demographics of participants (age, gender).

For FY18, instead of waiting for a renewal, the City went out to bid for our current medical plan designs in April. The City currently offers two PPO (Preferred Provider Organization) plans - a base plan and a buy-up plan. The buy-up plan costs the employee more in premiums but it provides a lower deductible and lower copays than the base plan. The City has offered a PPO plan for many years and has evaluated, and continues to evaluate, other types of plans available in the market, such as health savings accounts (HSA) with a high deductible health plan.

The City solicited bids for medical insurance in April and May, with the deadline for bids on May 10, 2017. Carriers were asked to bid on the current two PPO plans as well as an HSA plan option in order to evaluate various alternatives. We received quotes from the following vendors:

- Aetna
- BCBS
- Cigna
- TML
- United HealthCare (UHC)

The bids ranged from 0% to 17% increases from the City's current premiums, with the two top competitive bids being from Aetna and BCBS. Aetna submitted a competitive

bid of +7% increase and BCBS bid a 0% increase. Staff is recommending to remain with BCBS for the same plans and rates as last year. With this 0% rate change, there would be no increase or decrease to the current premiums, and therefore, no budgetary impact for FY18.

BCBS did bid an HSA alternative this year, however, the HSA plan quoted would only save the City \$4,809 per year. This was not a significant enough number to warrant implementing the plan this year. We would recommend reconsidering this option for a year in which the City receives higher renewals.

Dental Insurance

During the RFP process, the City also solicited bids from dental providers. The current dental carrier is BCBS Dental and the current dental policy with BCBS is substantially in line with normative data. The current dental plan has a \$50 individual deductible and a \$150 family deductible with \$1,000 orthodontia lifetime maximum and \$1,500 annual maximum. The plan covers:

- preventative services at 100%
- basic services at 80%
- major and orthodontia services at 50%

This year, IPS Advisors recommended the City consider increasing the orthodontia lifetime maximum to \$1,500 to align with other benchmark cities' plans.

The dental policy with BCBS is up for renewal October 1, 2017. The City received a renewal from BCBS Dental with a +35% increase from our current premiums due to a large amount of claims being incurred since the October 1 plan year began. This would result in an additional \$41,747 in dental premiums for FY18. Other quotes were received from:

- Aetna
- Cigna
- UHC
- MetLife
- United Concordia
- The Standard
- Renaissance
- TruAssure
- Lincoln Financial

Both Aetna and Cigna submitted competitive bids with Aetna bidding a -10.23% decrease and Cigna bidding a 0% increase/decrease. Aetna's bid at -10.23% would save the City \$12,135; however, it was concerning that they were only bidding a one-year rate. There is a potential that if claims ran high another year, next year's rate would come in high, similar to what BCBS bid this year due to a large amount of claims. In addition, when IPS ran a network and disruption report, it was discovered

that employees would see more disruption in switching dentists with the Aetna plan than with the Cigna dental plan. CIGNA was able to match current benefits in place today, as well as add a 5% rate cap for year two. This would provide protection for the City if claims continued to run high into the next plan year. As mentioned previously, Cigna's network and disruption files also came in most favorable to employees. Employees should see little to no disruption with the in-network dental providers they are currently utilizing.

Based upon the 0% increase, the limited disruption to employees, and the year two rate cap, staff is recommending to contract with Cigna for dental insurance. There would be no increase or decrease to the current premiums, and therefore, no budgetary impact for FY18. The City currently funds 100% of the employee only cost and 0% for dependent coverage which is in line with other cities in the area. It is recommended to continue this funding structure into the 2017-2018 plan year.

Other Insurance Plans Not Bid for FY18

Since the medical and dental plans listed above were not in a rate guarantee for more than one year, the City solicited bids for these products. Other City benefits were in a rate guarantee so they were not bid for the upcoming year. These are listed below.

Vision: The vision plan covers annual eye exams at \$10, and employees pay a \$25 materials copay. Employees receive a \$130 frame allowance and a \$160 contact lens allowance. The Vision Plan with Superior Vision is currently in a rate guarantee until October 1, 2020. This means the rates are locked in until this date. No changes are recommended at this time as the current plan of benefits are in line with like entities. Because IPS Advisors is not collecting commissions effective with the new plan year, rates will decrease by -10%, or \$1,201 for FY18.

Basic Life and AD&D: The current life and AD&D options through Dearborn National are in a rate guarantee until October 1, 2019. The plan offers employer paid Basic Life Insurance with a \$15,000 maximum benefit. IPS Advisors is recommending to adjust this benefit to 1 x Base Annual Earnings to \$50,000 for the 10/1/17 renewal. These changes would align these benefits more with other cities in the area.

Supplemental Life and AD&D: In addition to the Basic Life policy, employees may purchase Supplemental Life Insurance separately up to an employee maximum of \$500,000. This benefit is competitive with other benchmark agencies and no changes are recommended to Supplemental Life Insurance at this time.

Long Term Disability: The current long term disability option through Dearborn National is in a rate guarantee until 10/1/19. Long Term Disability premiums are paid 100% by the City in case an employee becomes too sick or injured to work. In the event an employee goes on long term disability, this policy pays 60% of an employee's salary to a maximum of \$5,000 per month until they reach Social Security Normal Retirement Age. IPS Advisors recommended adjusting the maximum to \$7,500 to be more in line with other benchmark agencies.

With the change in the Basic Life and AD&D policy and the change to the Long Term Disability policy, the City will see a +2% increase to rates, or \$732 for FY18.

Employee Assistance Program (EAP): The City currently provides an EAP to employees and their families for counseling, guidance, training and resources. This program assists employees with substance/alcohol abuse, family issues, financial or emotional problems. No changes are recommended to this benefits at this time. Overall, the City has seen over \$18,000 in estimated cost savings for 2016. Furthermore, Colleyville's EAP utilization (6%) is above the national average of 3% this plan year. This plan renews on an annual basis unless cancelled by the City.

Flexible Spending Account: The City provides Flexible Spending Accounts to employees who use pre-tax dollars to pay for out-of-pocket healthcare and dependent care expenses. This benefit is provided through Discovery Benefits and no changes are recommended at this time.

Pricing Transparency/ Concierge Services: In FY17, the City began offering a new benefit for professional health services. The vendor, Compass Professional Services, provides concierge-type services to employees in helping them navigate the complexities of the healthcare system by providing better information and smarter alternatives that can save time, money and frustration. These type of programs allow employees to call a toll-free number to speak to someone who can walk them through different cost options for prescriptions, medical procedures (such as pricing MRIs or CT scans), and questions about medical bills. When employees are empowered with information, they are better able to make healthcare decisions and save themselves and the plan money. Compass is offered to employees free of charge to assist members in finding high quality, low cost in-network providers and has a dedicated team to assist employees with healthcare needs. The City has seen 27% utilization since the plan started in October 1, 2016, which is above norms. Overall since October 1, 2016, Compass has saved the employees and the plans over \$80,070. This plan renews on an annual basis unless cancelled by the City.

Single Non Profit Trust

This year, IPS Advisors suggested the City evaluate the option of establishing a single non-profit trust (Trust). Many cities with fully insured plans such as Colleyville's establish a single non-profit trust in order to save taxes on insurance premiums. The Texas Insurance Code Section 222.002 requires an annual tax on insurers who receive gross premiums for health, life and accident insurance (Attachment A). These taxes are included in the premiums paid to the City's insurance providers each year. However, under the provisions of the Texas Insurance Code, municipalities may be exempt if the insurance is provided through "a single non-profit trust established to provide coverage primarily for employees . . ." The premium taxes for medical insurance alone would be \$37,806 for FY18 medical premiums.

In order to establish a Trust, the City Council will need to adopt a resolution and trust documents. The attached draft resolution and sample trust documents establish a

single non-profit trust for the City of Colleyville for the purpose of collection of receipts for employee insurance and the payment of the premiums associated with these insurance products (Attachment B). The trust specifies:

- The purpose of the trust, including restrictions on what funds from the trust may be used for;
- The authority and duties of the trustees;
- Resignation, removal and succession of the trustees; and
- Duration of the agreement.

Upon approval of the trust documents, staff would need to take the necessary steps to establish the trust and register it with the Internal Revenue Service in accordance with applicable IRS codes. Establishment of the trust will ultimately result in annual cost savings in premium taxes. The savings will also increase as premium costs for insurance products are also likely increase. If the City Council desires to move forward with the establishment of a Trust, the item can be placed on an upcoming agenda for consideration.

Summary

The City's annual insurance renewal process provides an opportunity for the City to strategically evaluate available options for all lines of coverage and optimize its benefit offerings to employees. IPS Advisors works closely with staff and the Benefits and Wellness Committee to formulate the most beneficial and cost-effective recommendations that are then brought forward to the City Council for consideration. The following summarizes the recommendations resulting from the meetings with staff, IPS Advisors, and the Benefits and Wellness Committee. The first table covers those costs that will affect the City's budget.

Cost Impact for City-Paid Benefits:

Plan	Cost Diff	Recommendations
Medical	\$0	Renew with BCBS with the same plan designs and rates currently in place.
Dental	\$0	Change from BCBS Dental to Cigna Dental.
Basic Life and AD&D	\$5,070	Adjust this benefit to 1 x Base Annual Earnings to \$50,000 to be more in line with other cities.
Long Term Disability	-\$4,339	Adjust the maximum to \$7,500 to be more in line with other cities.
Employee Assistance Program	-\$252	Renew with AWP with a -3%, or \$252 decrease.
Flexible Spending Account	\$0	No changes to current plan or rates.
Pricing Transparency/ Concierge Services	\$0	No changes to current plan or rates.
TOTAL ANNUAL	\$479	

If the recommendations are approved, the total budgetary impact to the City of Colleyville would be \$479 in FY18.

The table below reflects how these recommended changes will affect employees.

Cost Impact for Employee-Paid Benefits:

Plan	Cost Diff	Recommendations
Medical	\$0	Renew with BCBS with the same plan designs and rates currently in place.
Dental	\$0	Change from BCBS Dental to Cigna Dental.
Vision	-\$1,201	Renew with Superior Vision with rates decreasing by -10%, or \$1,201.
Supplemental Life & AD&D	\$0	No changes to current plan or rates.
TOTAL ANNUAL	-\$1,201	

If the recommendations are approved, the total impact to employees would be a savings of \$1,201 in vision premiums in FY18.

Lastly, it is recommended to move forward with the establishment of a single non-profit trust in order to save City money in premium taxes. If the City Council desires to move forward with the establishment of a trust, the item can be placed on an upcoming agenda for consideration.

Attachments

1. RFP and Renewal Recommendations Presentation
2. Attachment A - Texas Insurance Code 222.002
3. Attachment B - Non-Profit Trust Documents

Where Experience and
Independence Matter

Corporate Benefits Consulting
Insurance Planning Services
Retirement Plan Consulting



RFP and Renewal Recommendations



Andrew Weegar
Employee Benefits Specialist

June 20th, 2017



Medical / Dental RFP Overview

Medical /Dental Background

The City currently maintains a fully-insured Medical benefit offering through BCBS.

The City offers employees a choice between two medical plan options:

1. PPO – Base Plan

- \$4,000 Individual/\$8,000 Family Deductible
- Out of Pocket Maximum \$5,000 individual/\$10,000 family
- Coinsurance 80%, Primary Care Copay \$30, Specialist Care Copay \$50

2. PPO – Buy Up Plan

- \$2,000 individual/\$4,000 family deductible
- Out of Pocket Maximum \$3,000 individual/\$6,000 family
- Coinsurance 90%, Primary Care Copay \$25, Specialist Care Copay \$30

Medical / Dental RFP Overview

In addition, the City maintains a Dental benefit offering through BCBS. The City offers employees a single plan option:

Dental PPO

- 100% Preventive Services, 80% Basic Services, 50% Major and Orthodontia Services
- \$1,500 Dental Lifetime Maximum
- \$1,000 Orthodontia Lifetime Maximum

RFP Vendor List

Medical

Blue Cross Blue Shield - Incumbent-Recommended

Aetna – Quoted/ Competitive

United Healthcare – Quoted / Not Competitive

Cigna – Quoted / Not Competitive

TML – Quoted / Not Competitive

Scott & White – Declined

Dental

Blue Cross Blue Shield - Incumbent-Quoted

Cigna – Quoted – Recommended

Aetna - Quoted/ Competitive

United Healthcare – Quoted / Not Competitive

MetLife – Quoted / Not Competitive

United Concordia – Quoted / Not Competitive

The Standard – Quoted / Not Competitive

Renaissance – Quoted / Not Competitive

TruAssure – Quoted / Not Competitive

Lincoln Financial – Quoted / Not Competitive

Humana – Declined

Principal – Declined

Delta Dental – Declined

Unum – Declined

2017 BCBS Claims vs. Premium Report

Date	Enrollees	Medical Claims	Rx Claims	Total Cost	Premium	Loss Ratio
15-Oct	170	\$73,831	\$19,346	\$93,177	\$163,867	56.9%
15-Nov	171	\$209,683	\$15,287	\$224,970	\$165,076	136.3%
15-Dec	170	\$73,215	\$23,315	\$96,530	\$164,583	58.7%
16-Jan	170	\$62,029	\$23,402	\$85,431	\$163,629	52.2%
16-Feb	170	\$156,534	\$14,913	\$171,447	\$162,909	105.2%
16-Mar	172	\$134,491	\$22,446	\$156,937	\$169,331	92.7%
16-Apr	174	\$48,056	\$24,081	\$72,137	\$169,977	42.4%
16-May	170	\$156,817	\$18,889	\$175,706	\$166,785	105.3%
16-Jun	168	\$177,118	\$17,613	\$194,731	\$164,045	118.7%
16-Jul	170	\$50,140	\$29,407	\$79,547	\$165,080	48.2%
16-Aug	170	\$49,507	\$17,452	\$66,959	\$165,851	40.4%
16-Sep	171	\$53,331	\$32,010	\$85,341	\$169,114	50.5%
Plan Year Total	171	\$1,244,752	\$258,161	\$1,502,913	\$1,990,247	75.5%
16-Oct	171	\$47,141	\$33,744	\$80,885	\$177,994	45.4%
16-Nov	171	\$142,592	\$24,210	\$166,802	\$179,045	93.2%
16-Dec	171	\$113,947	\$45,680	\$159,627	\$181,426	88.0%
17-Jan	171	\$260,123	\$22,980	\$283,103	\$181,733	155.8%
17-Feb	169	\$120,553	\$23,412	\$143,965	\$178,647	80.6%
17-Mar	169	\$104,070	\$29,757	\$133,827	\$178,647	74.9%
17-Apr	167	\$122,198	\$26,803	\$149,001	\$177,559	83.9%
Plan Year Total (YTD)	170	\$910,624	\$206,586	\$1,117,210	\$1,255,051	89.0%

*Loss Ratio Last Twelve Months: 82%

Overview & Recommendations

Medical – Blue Cross Blue Shield (Recommended)

- The City released an RFP and received multiple offers, however IPS did not find these offers to be competitive due to pricing, benefit changes, and network disruption. Of these quotes, Aetna provided a 7% increase over current rates today.
- BCBS presented a rate pass for the 2017-2018 plan year (0% increase). Though Colleyville's claims exceeded BCBS' target loss ratio of 83% this plan year, BCBS believes medical claims will improve next plan year due to some large claimants coming off the plan.

Overview & Recommendations

Medical – Blue Cross Blue Shield (Recommended)

- IPS did evaluate alternative plan designs and alternative plan designs for additional savings, including a high deductible health plan with a health savings account (HSA). However, it is recommended to reserve plan design changes such as the HSA for years the City is facing larger increases.
- BCBS will continue to provide a \$10K wellness credit that may be used to pay for Baylor Scott & White's wellness program which is planned to continue in 2017-2018.
- It is recommended for the City of Colleyville to renew with BCBS for medical insurance for the 2017-2018 plan year.

Overview & Recommendations

Dental – Cigna (Recommended)

- The current dental provider, BCBS Dental, presented a +35%, or \$41,747 increase to rates for the 2017-2018 plan year. Due to the dental loss ratio exceeding 100%, BCBS was not able to reduce their bid.
- Cigna presented a rate pass (0% increase). Cigna was able to match current benefits in place today and enhance the Orthodontia Lifetime Maximum from \$1,000 to \$1,500.
- Though the City received multiple competitive offers, Cigna's network and disruption files came in most favorable to employees. IPS does not anticipate employee disruption by changing dental providers. Furthermore, Cigna did provide a 5% rate cap for year two. This provides protection for the City if claims run poorly next plan year.
- It is recommended for the City of Colleyville to contract with Cigna for dental insurance for the 2017-2018 plan year.

Overview & Recommendations (continued)

Vision – Superior Vision

- The voluntary vision plan is currently in a rate guarantee until 10/1/2020 with Superior Vision. Furthermore, because IPS Advisors is not collecting commissions from the City, rates will actually decrease in 2017-2018 by -10%, or \$1,201 per year.
- No changes are recommended to these benefits as they fall inline with like entities.

Overview & Recommendations (continued)

Ancillary Benefits – Basic Life AD&D/Voluntary Life/LTD – Dearborn National

- The current ancillary benefits with Dearborn National are in a rate guarantee until 10/1/2019. As of today, 15% commissions are currently built into the current Basic Life, Voluntary Life, and Long Term Disability rates. Starting 10/1/2017, commissions will be excluded, therefore reducing the current premiums by 15%.
- IPS is proposing to make changes to the Basic Life AD&D and Long Term Disability benefits to align these benefits more with municipal benchmarks. For example, to align with other cities' life policies, it is recommended to increase the Maximum Benefit for the Basic Life AD&D policy from \$15K to 1 X Base Annual Earnings up to \$50K.
- IPS also recommends to increase the Long Term Disability Monthly Maximum benefit from \$5K to \$7,500 to ensure all employees receive their full disability benefit if too sick or injured to work.
- By making the following changes, the City will see a +2%, or \$732 annual increase to rates starting 10/1/2017.

Overview & Recommendations (continued)

Employee Assistance Program – Alliance Work Partners (AWP)

- Employee Assistance Programs (EAPs) provide assistance with financial issues, stress at home or in the workplace, legal issues, and alcohol and substance abuse.
- Overall, the City has seen over \$18,000 in estimated cost savings for 2016. Colleyville's EAP utilization (6%) is above national average of 3% this plan year.
- Renewing with AWP is recommended for the 2017-2018 plan year with a -3%, or \$252 decrease. No changes are recommended at this time and rates will be guaranteed for one year.

Flexible Spending Account – Discovery Benefits

- The Flexible Spending Account with Discovery Benefits is currently in a rate guarantee until 10/1/2021 and no changes are recommended at this time.
- Renewing with Discovery Benefits is recommended for the 2017-2018 plan year.

Overview & Recommendations (continued)

Pricing Transparency/Medical Concierge – Compass

- Compass Professional Health Services (Compass) provides the following benefits to employees:
 - Helping employees understand their benefit plans and how certain services will affect their pocketbook
 - Saving on medical care by pricing various procedures, such as CT scans and MRI, with different doctors
 - Providing help with medical bills and how the claims were processed
 - Assisting employees with finding nearby in-network doctors, specialists, dentists and eye care professionals to meet the employee's health needs
 - Providing comparisons of prescription prices and exploring lower cost options with employees
- As of the end of March 2017, Compass reports over \$80,000 in savings to employees and the medical plan for the City of Colleyville since its inception in October 2016.
- Renewing with Compass Professional Health Services is recommended for the 2017-2018 plan year with a 0% increase, or rate pass.

Combined Total Financials

Total Financials		
FINANCIALS	2016-2017	2017-2018
Medical Premium	\$2,149,169	\$2,149,169
Dental Premium	\$118,601	\$118,601
Vision Premium	\$12,061	\$10,860
Life/Disability Premium	\$34,739	\$35,471
EAP Premium	\$7,959	\$7,707
FSA Premium	\$3,108	\$3,108
Compass	\$10,500	\$10,500

Notes:

*Assumes 175 employees

*Vision is paid 100% by employee

*Medical and Vision include 1.75% premium taxes (Dental financials excludes premium taxes)

Total Financial Impact to the City

Plan	Cost Diff	Recommendations
Medical	\$0	Renew with BCBS with the same plan designs and rates currently in place.
Dental	\$0	Change from BCBS Dental to Cigna Dental.
Basic Life and AD&D	\$5,070	Adjust this benefit to 1 x Base Annual Earnings to \$50,000 to be more in line with other cities.
Long Term Disability	-\$4,339	Adjust the maximum to \$7,500 to be more in line with other cities.
Employee Assistance Program	-\$252	Renew with AWP with a -3%, or \$252 decrease.
Flexible Spending Account	\$0	No changes to current plan or rates.
Pricing Transparency/ Concierge Services	\$0	No changes to current plan or rates.
Total City Cost Change FY18	\$479	Additional Cost to City

Total Financial Impact to Employees

Plan	Cost Diff	Recommendations
Medical	\$0	Renew with BCBS with the same plan designs and rates currently in place.
Dental	\$0	Change from BCBS Dental to Cigna Dental.
Vision	-\$1,201	Renew with Superior Vision with rates decreasing by -10%, or \$1,201.
Supplemental Life and AD&D Insurance	-\$0	
Total Employee Cost Change	-\$1,201	Savings to Employees

Non-Profit Trust Agreement

Non-Profit Trust Agreement – Recommended

- The Texas Insurance Code Section 222.002 requires an annual tax on insurers who receive gross premiums for health (medical, dental, vision), life and accident insurance. These taxes are included in the premiums paid to the City's insurance providers each year.
- Municipalities are exempt from having to pay premium tax if premiums are funded out of a Non-Profit Trust account.
- BCBS' fully insured medical quote includes approximately 1.75%, or \$37,806 of premium tax. This is where the City will see the biggest savings.
- It is recommended that this Trust account be implemented October 1st (FY18) to take advantage of this tax break.
- If the City Council wishes to move forward with establishing this Trust, we will prepare a resolution and Trust document for an upcoming City Council meeting.

Questions?



CORPORATE BENEFITS CONSULTING
INSURANCE PLANNING SERVICES
RETIREMENT PLAN CONSULTING
DALLAS - AUSTIN - HOUSTON

Attachment A

INSURANCE CODE

TITLE 3. DEPARTMENT FUNDS, FEES, AND TAXES

SUBTITLE C. INSURANCE MAINTENANCE TAXES

CHAPTER 257. LIFE, HEALTH, AND ACCIDENT INSURANCE

Sec. 257.001. MAINTENANCE TAX IMPOSED. (a) A maintenance tax is imposed on each authorized insurer, including a group hospital service corporation, managed care organization, local mutual aid association, statewide mutual assessment company, stipulated premium company, and stock or mutual insurance company, that collects from residents of this state gross premiums or gross considerations subject to taxation under Section [257.003](#). The tax required by this chapter is in addition to other taxes imposed that are not in conflict with this chapter.

(b) In this section, "managed care organization" means an organization authorized under this code to engage in the business of issuing health benefit plans that is not authorized as a health maintenance organization, preferred provider organization, or insurance company and the taxation of which is not preempted by federal law.

Added by Acts 2003, 78th Leg., ch. 1274, Sec. 1, eff. April 1, 2005.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 932 (H.B. [3315](#)), Sec. 14, eff. June 15, 2007.

Sec. 257.002. MAXIMUM RATE; ANNUAL ADJUSTMENT. (a) The rate of assessment set by the commissioner may not exceed 0.04 percent of the gross premiums and gross considerations subject to taxation under Section [257.003](#).

(b) The commissioner shall annually adjust the rate of assessment of the maintenance tax so that the tax imposed that year, together with any unexpended funds produced by the tax, produces the amount the commissioner determines is necessary to pay the expenses during the succeeding year of regulating life, health, and accident insurers.

Added by Acts 2003, 78th Leg., ch. 1274, Sec. 1, eff. April 1, 2005.

Sec. 257.003. PREMIUMS AND CONSIDERATIONS SUBJECT TO TAXATION;

LIMIT. (a) An insurer shall pay maintenance taxes under this chapter on the correctly reported:

(1) gross premiums collected from writing life, health, and accident insurance in this state, except as provided in Subsection (b); and

(2) gross considerations collected from writing annuity or endowment contracts in this state.

(b) The gross premiums on which an assessment is based under this chapter may not include:

(1) premiums received from the United States for insurance contracted for by the United States in accordance with or in furtherance of Title XVIII of the Social Security Act (42 U.S.C. Section 1395c et seq.) and its subsequent amendments; or

(2) premiums paid on group health, accident, and life policies in which the group covered by the policy consists of a single nonprofit trust established to provide coverage primarily for employees of:

(A) a municipality, county, or hospital district in this state; or

(B) a county or municipal hospital, without regard to whether the employees are employees of the county or municipality or of an entity operating the hospital on behalf of the county or municipality.

Added by Acts 2003, 78th Leg., ch. 1274, Sec. 1, eff. April 1, 2005.

Amended by:

Acts 2005, 79th Leg., Ch. 728 (H.B. 2018), Sec. 11.006(a), eff. September 1, 2005.

Sec. 257.004. MAINTENANCE TAX DUE DATES. (a) The insurer shall pay the maintenance tax annually, semiannually, or on another periodic basis, as determined by the comptroller.

(b) The comptroller may require semiannual or other periodic payment only from an insurer whose maintenance tax liability under this chapter for the previous year was at least \$2,000.

Added by Acts 2003, 78th Leg., ch. 1274, Sec. 1, eff. April 1, 2005.

ATTACHMENT B

DRAFT

RESOLUTION R-17-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF, TEXAS, AUTHORIZING CREATION OF AN EMPLOYEE BENEFITS TRUST; DESIGNATING ALL MEMBERS OF THE CITY COUNCIL TO BE TRUSTEES OF SAID TRUST; AND AUTHORIZING THE TRUST TO PURCHASE VARIOUS FORMS OF INSURANCE FOR THE BENEFIT OF CITY OFFICERS, EMPLOYEES, QUALIFIED RETIREES, AND THEIR DEPENDENTS.

WHEREAS, the City of Colleyville, Texas (the "City") provides or offers various employee benefits to its employees, including health, dental, and life insurance, and disability benefits; and

WHEREAS, state law imposes a tax upon the receipt of gross premiums and revenues associated with such benefits; and

WHEREAS, state law also authorizes the exemption of such premiums and revenues from state law, provided, that the City establishes and maintains the funds under the ownership and control of a single, nonprofit trust; and

WHEREAS, the City Council of the City finds it to be in the public interest to authorize the creation of an Employee Benefits Trust for the reasons provided above; and

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

Sec. 1. The City Council hereby authorizes creation of an Employee Benefits Trust, designating all members of the City Council to be Trustees of said Trust, and authorizing the Trust to purchase various forms of insurance for the benefit of City officers, employees, qualified retirees, and their dependents, all of which is pursuant to the Declaration of Trust attached as Exhibit "A."

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF ____ AYES, ____ NAYS, AND ____ ABSTENTIONS ON
THIS THE 11TH DAY OF JULY 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

DRAFT

DECLARATION OF TRUST

I.

CREATION OF TRUST

The City of Colleyville ("City"), as Settlor or creator of the trust, designates the members of the City of Colleyville Trustees and declares that the City holds in trust the funds described in Schedule A attached hereto and incorporated herein by reference, which is the property of the City, and all substitutions and additions to such funds, for the purpose of providing or offering, whether now or possibly in the future, life, disability, sick, accident, and other health benefits to the City's officers, employees, and qualified retirees and their dependents.

II.

PURPOSE

This is a nonprofit trust created for the purpose of providing or offering, whether now or possibly in the future, City officers, employees, and qualified retirees and their dependents with life, disability, sickness, accident, and other health benefits either directly or through the purchase of insurance and to perform operations in furtherance thereof. The Trust is intended to qualify as a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code (the "Code").

III.

DURATION

The Trust shall continue until terminated by operation of law or by majority vote of the Trustees.

IV.

TRUSTEES: COMPOSITION, OFFICERS, COMPENSATION, AND MEETINGS

A. Composition. The Trustees are the City Manager, Chief Financial Officer and the Human Resources Director of the City, and each Trustee's term is contemporaneous with his or her term of employment with the City. Whenever a Trustee ceases to be an employee of the City, the person succeeding him or her in office will automatically be appointed to serve as a successor Trustee of the Trust.

B. Meetings. A meeting of the Trustees may be called by the City Manager or on written request to the City Manager by one of the Trustees. Trustees shall have at least three days written notice of any meeting. For purposes of this section, electronic mail notice is written notice.

V.

RIGHTS, POWERS, AND DUTIES OF TRUSTEES; QUORUM AND VOTING

A. Rights, Powers, and Duties. In addition to all other powers and duties conferred on them by this Trust document and imposed or authorized by law, the Trustees shall have the following powers and duties, but only to the extent permissible for a single purpose non-profit trust under Section 222.002(c)(5) of the Texas Insurance Code:

1. The Trustees shall carry out all of the duties necessary for the proper operation and administration of the Trust on behalf of the covered persons and shall have all the powers necessary and desirable for the effective administration of the affairs of the Trust.
2. The Trustees have the general power to make and enter into all contracts, leases, and agreements necessary or convenient to carry out any of the powers granted by this Trust document or by law or to effectuate the purpose of the Trust. All such contracts, leases, and agreements or any other legal documents herein authorized shall be approved by the Trustees by majority vote at a duly called meeting at which a quorum is present and signed by the City Manager on behalf of the Trust. The Trustees may also designate another Trustee to sign such documents.
3. The Trustees shall use the Trust's funds to accomplish the purpose of the Trust, as described in Section II herein, and to operate and administer the Trust solely in the interest of the covered City officers, employees, and qualified retirees and dependents thereof and for the exclusive purpose of providing or offering benefits to such persons and defraying the reasonable expenses of administration of the Trust. To this end, the Trustees may purchase life, disability, or accident and health insurance to provide or offer coverage for participating City officers, employees, and qualified retirees and their dependents. The Trustees may also adopt a health benefits plan that covers eligible City officers, employees, and qualified retirees, and their dependents.
4. The Trustees may accept contributions to the Trust funds from any source including contributions from covered persons receiving benefits from the Trust.
5. The Trustees shall be authorized to contract with any qualified organization to perform any of the functions necessary for providing or offering life, disability, sick, accident, and other health benefits, including but not limited to excess loss insurance, stop loss insurance, claims administration, administrative services, and any other services that the Trustees shall deem expedient for the proper operation of the Trust. When required by law or desired by the Trustees, the Trustees shall seek sealed competitive bids or sealed competitive proposals with respect to contracts required to carry out the operations of the Trust and to affect the purpose of the Trust.

6. The Trustees shall arrange for the investing of the funds of the Trust so as to keep the same invested according to law and at the best interest rates obtainable for the benefit of the covered persons. The Trustees may hire money managers and shall adopt an investment policy for its own use and that of its agents in making investments. The Trustees shall use the City's selected depository for the Trust's funds and provide for the proper security of any and all investments. The Trustees shall designate signatories for the Trust's depository accounts.
7. The Trustees may purchase insurance for the Trustees and any other fiduciaries appointed by the Trustees and for the Trust itself to cover liability or losses occurring by reason of the act or omission of any one or more of the Trustees or any other fiduciary appointed by them. Any insurance purchased by the Trustees must give the insurer recourse against the Trustees or other fiduciaries concerned for breach of any fiduciary obligation or fiduciary duty owed to the Trust.
8. The Trustees shall arrange for proper accounting and reporting procedures for the Trust's funds and shall also provide for an annual audit of the Trust's financial affairs by a certified public accountant.
9. The Trustees may retain legal counsel to represent the Trust and the Trustees in all legal proceedings as well as to advise the Trust and the Trustees on all matters pertaining to the operation and administration of the Trust.
10. The Trustees have the authority to terminate the Trust at any time.
11. Upon termination of the Trust, the Trustees shall provide for the payment of Trust obligations, debts, losses, and other liabilities and shall provide for the disposition of the remaining Trust funds in accordance with Section IX herein.

B. Quorum and Voting. Two of the Trustees shall constitute a quorum for the transaction of business at any meeting of the Trustees and the vote of two Trustees present shall be required for approval of any action at such meeting. The vote of the Trustees at such meeting shall constitute action of the Trustees as a group.

VI.

BENEFICIARIES

The beneficiaries of the Trust are the City officers, employees, and qualified retirees and their dependents who are covered by a life, disability, sick, accident, or other health benefits plan purchased or adopted by the Trust (also called "covered persons" herein). Beneficiaries may make contributions to the Trust for use by the Trustees in fulfilling the purposes of the Trust. No beneficiary shall have any claim against the funds or any other property of the Trust. The rights and interests of the beneficiaries are limited to the insurance or health benefits specified in any policy purchased or plan adopted by the Trustees.

VII.

TRUST FUNDS

The Trust funds consist of the funds described in Schedule A hereto as provided by the Settlor to institute this Trust, future contributions by the Settlor, beneficiary contributions, investment income, and any other money or property which shall come into the hands of the Trustees in connection with the administration of the Trust. The funds of the Trust shall not inure to the benefit of, or be distributed to, any private person, except for the payment of necessary costs and benefits described below. The Trustees may use the Trust's funds as follows:

1. to pay premiums on group health, accident and life policies or contracts;
2. to make authorized investments and paying fund management fees from the proceeds of the investment.

VIII.

LIABILITY OF TRUSTEES AND OFFICERS

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties hereunder; and they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of the Trust funds or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. No Trustee shall be required to give a bond or other security to guarantee the faithful performance of his or her duties hereunder. To the fullest extent permitted by law: (a) the City shall indemnify each Trustee who was, is, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding ("Proceeding"), any appeal therein, or any inquiry or investigation preliminary thereto, by reason of the fact that the Trustee is or was a Trustee; (b) the City shall pay or reimburse a Trustee for expenses incurred (i) in advance of the final disposition of a Proceeding to which such Trustee was, is or is threatened to be made a party, and (ii) in connection with such Trustee's appearance as a witness or other participation in any Proceeding.

IX.

AMENDMENT, REVOCATION AND TERMINATION

This Declaration of Trust and the Trust created herein shall terminate when and if required by operation of law. The Trustees shall have the power to amend, modify, terminate or revoke, in whole or in part, this Declaration of Trust and the Trust created herein by majority vote at a duly called meeting at which a quorum is present. Notwithstanding the foregoing, the Trustees shall have no power to amend Section II of this Declaration of Trust. Beneficiaries of the Trust shall have no right to amend this Declaration of Trust, and their approval shall not be a condition or

requirement for an authorized amendment by the Trustees. Upon termination of the Trust, the Trustees shall pay all obligations, debts, losses, and other liabilities of the Trust. Thereafter, the Trustees shall first use the remaining trust funds to pay covered claims of persons covered under the Town's health benefits plan that may be in effect at the time of termination of the Trust and then, either apply any remaining balance of the funds to provide the benefits described herein or transfer such funds to a successor whose income is excluded under Section 115(1) of the Code. Notwithstanding the foregoing, the Trustees, upon termination of the Trust and payment of all Trust obligations may, by vote of a majority of the Trustees, transfer the remaining funds or any portion thereof to the trustees of any trust or trusts established by the City for a substantially similar purpose to be applied for uses substantially similar to those set forth in Section II herein.

X.

GOVERNING LAW

This Declaration of Trust and the Trust created herein shall be construed and governed by the laws of the State of Texas in force from time to time.

XI.

MISCELLANEOUS

Whenever the context so admits and such treatment is necessary to interpret this Declaration of Trust in accordance with its apparent intent, the use herein of the singular shall include the plural, and vice versa, and the use of the feminine, masculine, or neuter gender shall be deemed to include the other genders.

The captions or headings above the various Sections of this Declaration of Trust have been included only to facilitate the location of the subjects covered by each Section but shall not be used in construing this Declaration Trust.

If any clause or provision of this Declaration of Trust proves to be or is adjudged invalid or void for any reason, such invalid or void clause, provision, or portion shall not affect the whole, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as is legally possible.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS.]

IN WITNESS HEREOF, the undersigned parties have executed this Declaration of Trust, consisting of seven (7) pages and Schedule A attached hereto, on the dates of their respective acknowledgments below. By joining in the execution of this Declaration of Trust, the Trustees acknowledge receipt of the property described in Schedule A, signify acceptance of the Trust created hereunder, and covenant that the Trust will be executed with all due fidelity. This Trust is effective as of the last date of signature below.

Mayor

Date

Jerry Ducay, Trustee

Date

Shereen Gendy, Trustee

Date

Rachel Huitt, Trustee

Date

SAMPLE DOCUMENTS

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this ____ day of _____ 2017,
by Jerry Ducay, City Manager of the City of Colleyville on behalf of the City.

Notary Public In and For the State of Texas

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this ____ day of _____ 2017,
by Shereen Gendy, Chief Financial Officer of the City of Colleyville on behalf of the City.

Notary Public In and For the State of Texas

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this ____ day of _____ 2017,
by Rachel Huitt, Human Resources Director of the City of Colleyville on behalf of the City.

Notary Public In and For the State of Texas

SCHEDULE A

The following is a list of the assets initially transferred by the City of Colleyville, Texas, to the Trust:

City of Colleyville's first month (**October 2017**) contributions for Employee and Dependents Medical/Pharmacy Benefits, Dental Benefits, Life Insurance Benefits, and Long-Term Disability Benefits.

City of Colleyville's Employee and Dependents first month (**October 2017**) of Plan Year's payroll deductions or contributions for Medical/Pharmacy Benefits, Dental Benefits, Life Insurance Benefits, and Long-Term Disability Insurance Benefits.



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-3

Agenda Date 06/20/2017

Type Presentation and Discussion

Department Fire

Title

Update and discussion of overhead doors at Fire Stations 1 and 3

Strategic Plan

2.1 Provide responsive, efficient city services

Explanation

This item is provided at the request of Councilmember Mike Taylor. At the June 13, 2017 Budget Worksession, there was discussion concerning funding and necessity of overhead doors at Fire Stations 1 and 3.

During the FY2017 budget process, funding in the amount of \$66,000, from the general fund, was approved to purchase and install four-fold apparatus bay doors at Fire Station #1. As staff moved forward with this project, there were unanticipated and substantial price increases for the purchase and installation of the four-fold doors, and the project was put on hold.

Door upgrades and additional electrical work to support the upgrades caused the price to nearly double the costs of the doors. The assigned funds, \$66,000, did not cover the door cost for Station #1, but it was believed it would cover the cost for Station #3.

At the July 25, 2016 City Council Worksession, there was discussion between staff and City Council, and it was determined the \$66,000 would be set aside and at year-end, those funds would be transferred to the CIP to preserve funding. By Ordinance O-16-1988 attached, the \$66,000 was transferred from the General Fund to the Capital Projects Fund.

During FY2017, staff requested and received three quotes for four fold bay doors for both Station #1 and #3. Johnson Equipment Company provided the lowest and more thorough cost estimates. While going through the quoting process, Johnson Equipment determined Station #1 has no structural challenges for door installation, however, there would be electrical wiring which would be required. Station #1 has three doors.

Station #3 has two doors and requires engineering structural support for existing walls, electrical, and fire suppression piping relocation, before the doors can be installed.

The FY2018 budget request for the CIP proposes funding a total of \$230,000 (\$115,000 each door), based on the attached pricing quotations, which includes a

contingency of \$13,311 for Station #1, and \$12,880 for Station #3, to cover any additional needs should these projects be approved.

Staff recommends the City Council approve funding for the doors at Station #1 and Station #3, as a proactive measure to future maintenance, as the four fold doors have fewer motor driven parts and will potentially allow greater efficiency and sight visibility when leaving the stations.

Attachments

1. Fire Station Door Replacement Presentation
2. Fire Station Door Replacement Quotations
3. Ordinance O-16-1988

Fire Station #1 and #3 Door Discussion

**City Council Worksession
June 20, 2017**

- In FY2016 \$66,000, from the general fund, was approved to purchase and install four-fold apparatus bay doors at Fire Station #1.
- Door upgrades and additional electrical work to support the upgrades caused the price to nearly double the costs of the doors.
- The assigned funds, \$66,000, did not cover the door cost for Station #1, but it was believed it would cover the cost for Station #3.
- \$66,000 transferred from the General Fund to the CIP to preserve funding by Ordinance O-16-1988, September 20, 2016

Fire Station #3 – 2016 Presentation (Folding Doors)



Project Information

- Installation of four-fold doors at Fire Station # 3
- High quality; low maintenance; dependable
- Heavy duty durable construction
- Full visibility of door opening and closing operations

Funding

- Project Budget: \$66,000
- Funding Source: General Fund

Key Dates

- Approval to purchase and install four-fold apparatus bay doors at Fire Station #3 was obtained during early FY 2016

Project Status

- As a result of unanticipated and substantial price increases for the purchase and installation of the four-fold doors, the project was **put on hold**. The original request was for Station #1 however, the assigned funds will not cover the cost. The funds will be sufficient to complete Station #3. Door upgrades and additional electrical work to support the upgrades have caused the price to nearly double the costs of the doors. Additional discussions on funding the doors will be required.

STATION #1 – 3 DOORS - NO STUCTURAL REQUIREMENTS

Door Engineering and Manufacturing	\$ 92,719
Electrical	\$ 7,470
Additional Electrical	\$ 1,500
Sub Total	\$101,689
Contingency	\$ 13,311
Total Requested Funding	\$115,000



STATION #3 – 2 DOORS - STUCTURAL REQUIREMENTS

Door Engineering and Manufacturing	\$ 64,650
Electrical	\$ 4,980
Additional Electrical	\$ 1,500
Structural Engineering	\$ 4,830
Fire Suppression Relocate	\$ 2,160
Door Structural Support	\$ 24,000
Sub Total	\$102,120
Contingency	\$ 12,880
Total Requested Funding	\$115,000



Discussion and Questions

Fire Station Door Replacement Quotations

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Corporate Office: 4674 Olin Rd., Dallas, TX 75244 • Phone 972-661-9822 • Fax 972-404-1114

Quote firm for 30 days

Jaime Gutierrez
City Of Colleyville
100 Main Street
Colleyville, TX 76034
817-503-1092
817-503-1099 (Fax)

Wednesday, January 11, 2017

Reference Job:
Colleyville Fire Stations: 4-Fold Doors

<u>Product Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
5209 Colleyville Blvd: Central Station			
Door Engineering and Manufacturing 4-Fold Doors	3		\$92,719.00
Model: FF300			
• (3) Ea. 14' x 14' • Operation: Motor w/ Exterior Photo Eyes, Safety Edge, Presence Sensor, Transmitter, Receiver and Surface Mounted Control Stations • Finish: MFG's RAL Color Options • Glazing: (4) Ea. Per Opening: 29" x 28", 1" Insulated, Clear, Low-E, Tempered • Mechanical Install Only. Electrical ADD Below • Take-Down and Haul Off Of (3) Existing Sectional Doors Included			
Electrical Scope Of Work	3		\$7,470.00
• Deduct If Electrical Work Will Be By Others • Exclusions: Permitting, Tax and Concrete Work			
312 W. McDowell School Rd: FS #3			
Door Engineering and Manufacturing 4-Fold Doors	2		\$64,650.00
Model: FF300			
• (2) Ea. 14' x 14' • Operation: Motor w/ Exterior Photo Eyes, Safety Edge, Presence Sensor, Transmitter, Receiver and Surface Mounted Control Stations • Finish: MFG's RAL Color Options • Glazing: (4) Ea. Per Opening: 29" x 28", 1" Insulated, Clear, Low-E, Tempered • Mechanical Install Only. Electrical ADD Below • Take-Down and Haul Off Of (2) Existing Sectional			

Doors Included

Electrical Scope Of Work

2

\$4,980.00

- Deduct If Electrical Work Will Be By Others
- Exclusions: Permitting, Tax and Concrete Work

See "Notes/Exclusions" Below:

Freight and Handling	Included
Installation	Included
Tax	Not Included
Total	\$169,819.00

Notes/Exclusions:

- 1.) Mounting surfaces and openings to be provided and prepared by others.
- 2.) All wire, wiring conduit and low voltage wiring is by others unless the electrical line item is included within the contract total.
- 3.) If CMU is NOT grout filled we will have to utilize sleeve anchors. (FS #3)
- 4.) FS #3 has heaters and pump that will need to be moved for 4-Fold Door clearance.
- 5.) Tax and bond are NOT included and will need to be added to the contract total if they are required.
- 6.) Any unforeseen issues will be the responsibility of others if they require additional labor or expense.

Quote Prepared For:

Jaime Gutierrez
City Of Colleyville
100 Main Street
Colleyville, TX 76034
817-503-1092
817-503-1099 (Fax)
jgutierrez@colleyville.com

Please Direct Purchase Order To:

Ken Libby
Johnson Equipment Company
4674 Olin Road
Dallas, TX 75244
972-661-9822
214-236-8447 (cellular phone)
972-404-1142 (fax)
KLibby@jequip.com

Colleyville Fire Stations: 4-Fold Doors

Standard Remarks: Unless otherwise specified in writing:

- Proposal price predicated on current steel costs as of the date of this proposal. Variance in steel price could effect product pricing depending on timing of order placement. Verification of pricing required before order placement.
- PAYMENTS: Net invoices will be paid within 30 days after the date of invoice or 30 days after date of delivery of goods conforming to this order, whichever occurs last.
- Prices are based on installation of equipment during normal business hours and normal business week (M-F) and based on all equipment being installed on same trip with driveway approach poured prior to start of installation.
- All permits are excluded from scope of work and pricing. All permits or authorizations necessary are by others.
- All prices for installation are for mechanical installation only. All wire, wiring, conduit, electrical hookup, including control wiring, by other unless specified above.
- Unless specifically stated otherwise, all installation will be performed by factory-trained non-union personnel. If union labor is required additional charges will apply.
- Pricing does not include Payment and/or Performance Bond unless otherwise stated.

Accepted By: _____

Title: _____

P.O. #: _____

Date: _____



Office: 817.595.4133

Fax: 817.887.1554

2636 Gravel Dr
Fort Worth, TX 76118
ACR-2780 | B-13553

2/20/2017

Re: City of Colleyville

Dear: Bret

Fire Station #3

- Relocate (1) flanged double check backflow preventer to avoid new door obstruction.
- Remove 2-1/2" wall hydrant and reinstall once new door is installed.

Quantity	Description	Cost	Total
1	Fire Station #3		\$2,160.00
		TOTAL	\$2,160.00

Inclusions:

Warranty of One (1) year from the date of acceptance.

Exclusions:

LMC Fire & Security is not responsible for any electrical work, Patching or painting.

The pricing on this project may vary depending on additional equipment required, changes in the scope or Manufactures pricing.

All work to be performed during normal business hours Monday thru Friday 8:00 am to 5:00 pm.

If you wish to move forward with any of this installation, please let me know and we will schedule the work to begin at your convenience. If you have any questions or need additional information, please call our office at 817-595-4133.

Best Regards,

Jessica Snow

[Fire Alarm](#) | [Video Surveillance](#) | [Access Control](#) | [Intrusion Detection](#) | [Monitoring](#)

[Office 817.595.4133](#) [FAX 817.887.1554](#) [Cell 682.888.9462](#)

Standard Terms and Conditions

- (1) This proposal is expressly conditioned upon the Terms and Conditions contained or referred to herein, including those set forth on the reverse side and those contained in any attachments hereto.
- (2), hereafter referred to as LMC, liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. LMC shall not, under any circumstances, be liable for any labor charges without the prior written consent of LMC. LMC shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence), or other grounds, for special, consequential, incidental or punitive damages, including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If LMC furnishes Customer with advice or other assistance which concerns any labor, equipment, goods, or material furnished hereunder, or any system or equipment in which of such equipment, goods or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
- (3) Any liabilities of any sort will not exceed the price of the project attached hereto this document.
- (4) All work to be performed by LMC will be performed during normal working hours (8:00am to 5:00 pm local time) of normal working days (Monday through Friday, excluding holidays), unless additional times are specifically described in a special provision to this Agreement.
- (5) LMC shall not be responsible for failure to render services due to causes beyond its control including by not limited to work stoppages, fires, civil disobedience, riots, acts of God, or any other cause beyond the control of LMC.
- (6) In the event Customer requires LMC to delay service or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. LMC shall have the right to deliver any portion of the equipment, goods, material, or service to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, LMC may store such portion of the equipment, goods or material ready for shipment at Customer's risk and expense.
- (7) The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which LMC shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.
- (8) The Customer agrees to; provide access to the covered systems to be serviced; provide ladders, lifts, and any other equipment necessary for LMC to access the covered systems to be serviced; supply suitable electrical service; provide a safe work environment; to make payments as provided in this agreement
- (9) When installation of the equipment, goods or material herein is required specifically as a part of this order, such installation work shall be performed only during usual working hours unless otherwise stated herein.
- (10) All skilled or common labor, which may be furnished by the Customer, shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify LMC against all claims for accidents, all losses, damages, or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.
- (11) This Agreement will begin on the Agreement Date indicated on the front page and continue for an initial term on one (1) year, and continue thereafter from year to year unless terminated. The Customer or LMC may terminate this Agreement at the end of any service year by giving thirty (30) days written notice to the other party.
- (12) Customer agrees to pay LMC (Contractor) all the sums due under this proposal in accordance with the terms specified. Debtor hereby grants a security interest to Secured Party in all equipment, goods and material described on the reverse side of this proposal as security for the indebtedness created hereunder and any other indebtedness due Secured Party by Debtor. On default of any payment by Debtor to Secured Party, and at Secured Party's option the entire balance shall become immediately due and payable and Secured Party shall have the right to foreclose and resell the said equipment, goods and material in accordance with the Provisions of the Texas Business and Commerce Code (Uniform Commercial Code) at public or private sale.
- (13) Pricing is valid for only 60 days from the date of the attached quote. Please call for a revised quote if older than 60 days.
- (14) All Terms are NET 30 days unless otherwise stated. Payable in US dollars. MasterCard and Visa credit payments are taken.
- (15) **Warning:** Despite frequent testing, and due to, but not limited to, any or all of the following; criminal tampering, electrical or communications disruption, it is possible for the system to fail to perform as expected. LMC does not represent that the product or system will prevent any personal injury or property loss by burglary, robbery, fire, or otherwise but it is not insurance or a guarantee that these events will not occur. Consequently, LMC shall have no liability for any personal injury, property damage, or other loss based on a claim that the product or the serviced systems failed to give warning. Therefore the customers should take any and all precautions for his or her safety including, but not limited to, fleeing the premises and calling police or fire department, in order to mitigate the possibilities of harm and or damage.

Brian Riley

From: Jaime Gutierrez
Sent: Wednesday, April 26, 2017 4:54 PM
To: Brian Riley
Subject: FW: FIRE STATION #3 BF MOVE
Attachments: 2-20-2017;Colleyville;FS#3;BF move.pdf

Brian,

I almost forgot this proposal to move the Fire line riser for the 4 fold door installation.
Please include this \$2,160 for fire station 3.

From: Jessica Snow [mailto:JessicaSnow@lmcfire.com]
Sent: Monday, February 20, 2017 2:30 PM
To: Jaime Gutierrez <jgutierrez22@colleyville.com>
Cc: Anthony Acosta <aacosta@colleyville.com>; Service <Service@lmcfire.com>
Subject: FIRE STATION #3 BF MOVE

Bret,

Bret please reattached proposal for Backflow relocate and FDC.

This is inclusive of 2 trips one to remove and one to return and reinstall.

Jessica Snow
Operations Manager



Fire Alarm | Video Surveillance | Access Control | Intrusion Detection | Monitoring
Office 817.595.4133 FAX 817.887.1554 Cell 682.888.9462
jessicasnow@lmcfire.com <http://www.lmcfire.com>

From: Jaime Gutierrez [mailto:jgutierrez22@colleyville.com]
Sent: Thursday, February 02, 2017 10:14 AM
To: Jessica Snow
Cc: Anthony Acosta; Chad Freeman; Service
Subject: RE: Purchase Order

Jessica,

Brett will meet them at 6:30 am at City Hall. Please make sure that they communicate with him if running late.
We need to be finished before 8am at City Hall.
Brett's cell #469-438-8201



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2001 Beach Street, Suite 530
Fort Worth, TX 76103
817.336.0543
Fax.817.429.0119
www.faiengineers.com

April 12, 2017

Mr. Jaime Gutierrez
City of Colleyville
100 Main Street
Colleyville, TX 76034

Re: City of Colleyville Fire Station No. 3
Overhead Door Replacement
Engineering Fee Proposal

Dear Jaime:

As requested, see below for our Fee Proposal on the above referenced project.

Our Scope of Work includes:

- ❖ Structural Construction Documents
- ❖ Shop Drawings
- ❖ Wall Radar Services

Our Scope of Work does not include:

- ❖ Multiple Designs
- ❖ Cost Estimates
- ❖ Architectural Designs
- ❖ Electrical Connections Design
- ❖ Site Visits During Construction

- These services may be provided as requested or required per construction conditions.

Our Fee is as follows:

• Structural Engineering (see attached)	\$ 3,500.00
• Wall Penetrating Radar Services (see attached)	\$ 1,100.00
• FAI Administrative Fee	\$ 230.00
Total Engineering Fee	\$ 4,830.00

We appreciate you and the relationship we have developed with the City of Colleyville. Should you have any questions please do not hesitate to contact us.

Very truly yours,

Larry W. Akers, LEED Green Associate
President

Brian Riley

From: Jaime Gutierrez
Sent: Wednesday, April 26, 2017 10:29 AM
To: Brian Riley
Subject: FW: COLLEYVILLE FIRE STATION DOORS STRUCTURAL

From: Larry Akers [mailto:lakers@faiengineers.com]
Sent: Tuesday, April 25, 2017 3:04 PM
To: Jaime Gutierrez <jgutierrez@colleyville.com>
Cc: Kevin Goodman (kgoodman@fwna-eng.com) <kgoodman@fwna-eng.com>
Subject: COLLEYVILLE FIRE STATION DOORS STRUCTURAL

Jaime,
I visited with Kevin with regard to the cost for the structural element to support the doors, we estimate the structural cost will be \$24,000.00 total. \$12,000.00 per door.
You have our engineering fee, and the door installers costs. This should give you what you need to turn into the city council. Let me know if you need anything else.
Thanks,
Larry

Larry W. Akers, LEED Green Associate
President



Christine Loven

From: Jaime Gutierrez
Sent: Friday, June 16, 2017 3:01 PM
To: Christine Loven
Subject: FW: Estimates

Please see email for electrical cost increase.

-----Original Message-----

From: KLibby@jequip.com [mailto:KLibby@jequip.com]
Sent: Thursday, June 15, 2017 5:49 PM
To: Jaime Gutierrez <jgutierrez@colleyville.com>
Cc: Brian Riley <BRiley@colleyville.com>
Subject: Re: Estimates

Jaime,

Electrician just got back to me after following up. With it being two years old he wants to add \$1,500 to each station. He would also like for me to line out a potential schedule. When you are able please discuss the logistics and let me know a tentative plan. He is booking 6 weeks out right now. I apologize for the delay and for the add. I've put nothing on it and sent it right to you

Thanks,

Ken Libby
Johnson Equipment Company
214-236-8447

> On Jun 15, 2017, at 4:11 PM, Jaime Gutierrez

> <jgutierrez@colleyville.com>

wrote:

>

> Good afternoon Ken,

>

> I am reaching back out to you because I never did receive confirmation from you if there is an increase from the electrician.

>

> Are your numbers still good and are the electricians numbers still

> good

for Central and fire station 3 even with the structural support and the partial movement of the fire riser from other contractors?

>

>

> Thanks,

> Jaime

>

> -----Original Message-----

> From: KLibby@jequip.com [mailto:KLibby@jequip.com]

> Sent: Wednesday, April 26, 2017 10:03 AM
> To: Jaime Gutierrez <jgutierrez@colleyville.com>
> Cc: Brian Riley <BRiley@colleyville.com>
> Subject: Re: Estimates
>
> I know we are good with the 4-Fold doors but I am having to confirm w/
the electrician. I will let you know as soon as I receive word. If there is any increase it will be directly from the electrician.
I will have no markup on my end.
>
> Thank You and please standby.
>
> Ken Libby
> Architectural Sales And Marketing
> Johnson Equipment Company
> T 972-661-9822 x3250 | F 972.661.1142 | C 214-236-8447
> 4674 Olin Drive | Dallas, TX 75244
> klibby@jequip.com | www.jequip.com
>
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>
> From: Jaime Gutierrez <jgutierrez@colleyville.com>
>
> To: "klibby@jequip.com" <klibby@jequip.com>,
>
> Cc: Brian Riley <BRiley@colleyville.com>
>
> Date: 04/26/2017 09:56 AM
>
> Subject: Estimates
>
>
>
>
>
> Good morning Ken,
>
> I need to know if these estimates are still good?
>
>
>
> Jaime Gutierrez
> Jaime Gutierrez
> Facilities Manager
> (Embedded image moved to file: pic21188.jpg)
> cid:image001.jpg@01D17B89.892CB6C0
> 817.503.1097
> Integrity ~ Communication ~ Excellence ~ Transparency
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> pic27663.jpg)Twitter email (Embedded image moved to file: pic15075.jpg)
> Instagram email
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> 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.
>
> [attachment "Colleyville FS 3 and Central Revised 1-17-17.pdf"
> deleted
by
> Ken Libby/Jequip]Visit our web site at <http://www.jequip.com/>Visit our web site at <http://www.jequip.com/>

ORDINANCE O-16-1988

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, AMENDING SECTION 3 OF ORDINANCE O-15-1967 OF THE FISCAL YEAR 2016 GENERAL FUND BUDGET FOR THE TRANSFER OF \$120,000 FROM THE GENERAL FUND TO THE CAPITAL PROJECTS FUND FOR FUTURE MANAGEMENT SUPPORT OF THE COLLEYVILLE BOULEVARD RECONSTRUCTION PROJECT ON SEPTEMBER 30, 2016; THE TRANSFER OF THE BALANCE OF FISCAL YEAR 2016 REVENUES RECEIVED ABOVE FISCAL YEAR 2016 EXPENDITURES FROM THE GENERAL FUND TO THE CAPITAL PROJECTS FUND; THE TRANSFER OF FISCAL YEAR 2016 REVENUES RECEIVED ABOVE THOSE REQUIRED FOR THE DEBT COVERAGE RATIO IN THE UTILITY FUND TO A RESERVED CASH ACCOUNT FOR FUTURE UTILITY INFRASTRUCTURE PROJECTS ON SEPTEMBER 30, 2016; AND AUTHORIZING THE CITY MANAGER TO TRANSFER CERTAIN UNSPENT FY 2016 GENERAL FUND BUDGET APPROPRIATIONS FROM THE GENERAL FUND TO THE CAPITAL PROJECTS FUND TO PRESERVE FUNDING AMOUNTS ON SEPTEMBER 30, 2016

WHEREAS, the FY 2016 General Fund projected year end revenues are anticipated to exceed budget; and

WHEREAS, the City Council desires to provide funding in the amount of \$120,000 for management support of the Colleyville Boulevard Reconstruction Project, it is necessary to amend the FY 2016 General Fund budget to include the transfer of \$120,000 to the Capital Projects Fund; and

WHEREAS, the FY 2016 General Fund projected year end revenues are anticipated to exceed budgeted revenues and the City Council desires to provide funding for future capital projects, it is necessary to amend the FY 2016 budget to include the transfer of the balance of General Fund revenues received in FY 2016 over FY 2016 expenditures to the Capital Projects Fund; and

WHEREAS, the FY 2016 Utility Fund projected year end revenues are anticipated to exceed the amount required for the debt coverage ratio in the Utility Fund and the City Council desires to provide additional funding for future utility infrastructure capital projects, it is necessary to amend the FY 2016 budget to include the transfer of any Utility Fund revenues received in FY 2016 over the amount required for the debt coverage ratio to a reserved cash account; and

WHEREAS, the City Council desires to preserve unspent Fiscal Year 2016 General Fund budget appropriations for contractual services for the Community Development Department, replacement of bay doors at fire station one, and city hall façade lighting; and

WHEREAS, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including but not limited to the Open Meetings Act; and

WHEREAS, the City Council determines that the passage of this ordinance is in the best interests of the health, safety and welfare of the public.

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

Sec. 1. Section 3 of Ordinance O-15-1967 shall be replaced in its entirety and read as follows:

THAT appropriation amounts for the Fiscal Year 2016 budget for the different funds of the City of Colleyville are hereby fixed as follows:

General Fund	\$24,097,370
Utility Fund (Water & Wastewater)	\$15,886,362
Debt Service Fund	\$ 1,461,593
Drainage Utility Fund	\$ 917,997

Sec. 2. THAT the city manager is authorized to transfer the difference in FY 2016 General Fund revenues over expenditures from the General Fund to the Capital Projects Fund for future capital projects on September 30, 2016.

Sec. 3. THAT the city manager is authorized to transfer the difference in FY 2016 Utility Fund revenues over the amount required for the debt coverage ratio in the Utility Fund to a reserved cash account for future utility infrastructure capital projects on September 30, 2016.

Sec. 4. THAT the city manager is authorized to transfer unspent Fiscal Year 2016 General Fund budget appropriations for contractual services for the Community Development Department, replacement of bay doors at fire station one, and city hall façade

lighting, from the General Fund to the Capital Projects Fund to preserve said funding on September 30, 2016.

Sec. 5. THAT, in the event that expenditures in a department exceed the adopted budget for that department, the city manager is authorized to transfer all or part of the unencumbered appropriation balance from one department to another per the Charter of the City of Colleyville, Section 9.04 (D):

Sec. 6. THAT the effective date of this ordinance shall be September 30, 2016.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 6th day of September 2016.

The second reading and public hearing being conducted on the 20th day of September 2016.

APPROVED BY A VOTE OF 6 AYES, 0 NAYS, AND 0 ABSTENTIONS ON THIS THE 20TH DAY OF SEPTEMBER 2016.

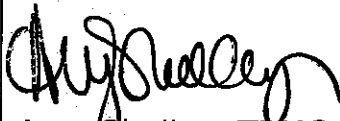
Mayor Richard Newton
Place 1, Tammy Nakamura
Place 2, Bobby Lindamood
Place 4, Jody Short

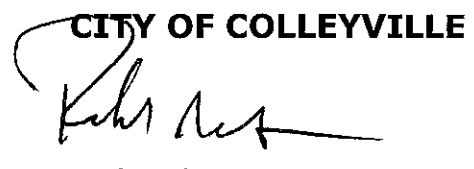
Aye
Aye
Aye
Absent

Mayor Pro Tem Chris Putnam
Place 5, Nancy Coplen
Place 6, Mike Taylor

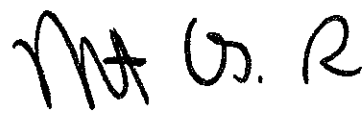
Aye
Aye
Aye

ATTEST:


Amy Shelley, TRMC
City Secretary

CITY OF COLLEYVILLE

Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:


Matthew C. G. Boyle
City Attorney



City of Colleyville City Council Agenda Briefing

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

Agenda Number WS-4

Agenda Date 06/20/2017

Type Worksession

Department City Secretary

Title

Discussion of the June 20, 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 06/20/2017

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-17-4144

**A RESOLUTION APPROVING COUNCIL ACTION
REGARDING EXECUTIVE SESSION ITEMS AT THE REGULAR
CITY COUNCIL MEETING OF
JUNE 20, 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 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

Christine Loven
Assistant City Secretary

Richard Newton
Mayor



City of Colleyville City Council Agenda Briefing

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

Agenda Number 3

Agenda Date 06/20/2017

Type Announcements, Proclamations, and Presentations

Department City Manager

Title

In recognition of Colleyville's Featured Business of the Month - NexGen Fitness, 6000 Colleyville Boulevard - Owners Anthony Carter and Angie Stroman - Mayor Richard Newton and Interim Assistant City Manager/Executive Director of Economic Development and Communications Mark Wood

Attachments

RESOLUTION R-17-4145

A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF JUNE 20, 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 June 6, 2017
 - b. Acceptance of a Public Right-of-Way and a Drainage and Maintenance Easement dedication, located at the northwest corner of Cheek-Sparger Road and Heritage Avenue, and authorizing the city manager to execute the documents
 - c. Approval of renewal contracts with Spectrum, for internet service to City facilities, in an amount not to exceed \$90,876 a year, and authorizing the city manager to execute the contracts

AND IT IS SO RESOLVED.

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

Christine Loven
Assistant City Secretary

Richard Newton
Mayor



City of Colleyville City Council Minutes - Draft

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

Tuesday, June 6, 2017

City Council Chambers

Mayor Richard Newton called the Colleyville City Council Worksession to order on Tuesday, June 6, 2017, at 4:30 p.m.

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

Interim City Manager Mark Wood, Assistant City Manager/Director of Public Safety Mike Holder, Fire Chief Brian Riley, Assistant Police Chief Robert Hinton, Chief Financial Officer Shereen Gendy, Human Resources Director Rachel Huitt, Public Works Director Jeremy Hutt, Community Development Director Ben Bryner, Recreation and Library Director Mary Rodne, 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, City Attorney Whitt Wyatt, and City Secretary Amy Shelley

WS-1 Overview of the Budget Process

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

Councilmember Wheat asked staff how school district tax rates compare in other cities with different school districts. Manager Lothery replied she has not done that type of comparison, but in general the City's portion of the rates does tend to be smaller, but Colleyville has a lower property tax rate than others. Councilmember Nakamura stated this would be interesting to know.

Councilmember Coplen asked staff if the proposed new Utility Capital Fund was staff's recommendation. Manager Lothery replied yes, it was staff's recommendation based on an option of moving the capital expenditures out of the operating; and setting up a mirror relationship similar to the how the General Fund and the Capital Projects Fund interact, makes it a lot easier to present fund projections to the City Council.

Councilmember Coplen asked staff if the recommendation came from staff. Manager Lothery replied yes, it came from Finance and the City Manager's Office. Mayor Newton added it will greatly simplify the understanding of the funds.

Councilmember Coplen asked staff about hotel tax and a line item for it. Manager Lothery replied we have received funds, but not as of September 30, 2016. Mayor Newton stated these funds will be included in the list of many special purpose funds.

Mayor Newton asked staff if they are working at aligning the terminology on fund balance. Manager Lothery replied yes, and as soon as the new Chief Financial Officer has had time to settle in, staff will visit with her about this.

Councilmember Coplen asked staff if the hotel tax would be included in the special revenue funds. Manager Lothery replied yes.

Mayor Pro Tem Lindamood asked staff how much is received through the voluntary library fund. Library and Recreation Director Mary Rodne replied the Library receives \$155,000 annually from the voluntary library fund.

Councilmember Nakamura asked staff about the percentage of people who pay into the voluntary funds. Accounting Manager Karen Hines replied she did not know at this time, but staff can provide a follow up later.

Mayor Pro Tem Lindamood asked Mayor Newton if the voluntary funds can be used for anything, or change the water bills to include other voluntary funds. Mayor Newton replied the City Council can create additional voluntary funds as necessary.

Councilmember Nakamura asked Councilmember Taylor about when the Colleyville Tomorrow Fund was started. Councilmember Taylor stated around 2007, when the gas well drilling leases began.

Councilmember Nakamura asked Councilmember Taylor if the balance has always been around the same. Councilmember Taylor replied yes, it has hovered around \$3 million or so.

Councilmember Wheat asked staff if the fiber cost of \$394,700 will be reimbursed to the Colleyville Tomorrow Fund. Manager Lothery replied those funds have been earmarked, but not spent yet. Councilmember Taylor stated if the funds were spent on long-term infrastructure, it would be considered an expense and paid back as could be.

Mayor Newton asked staff about the 2007 G.O. Bonds of \$100,981. Manager Lothery replied those are funds remaining, and depending on what the bonds were originally used for, restricts the spending of the remaining balance.

Councilmember Taylor asked staff if that is considered cash or unissued debt. Manager Lothery replied it is considered cash. Mayor Newton added it was borrowed in the bond, but not used.

Mayor Newton asked staff if the bond can be used on maintenance. Manager Lothery replied it may not be spent on maintenance.

Councilmember Taylor asked staff if these bonds were reissued why can they not be used on the repurchase; we called a certain amount of bonds to keep the bond structure down. Manager Lothery replied not knowing, but could find out more information from the Bond Council.

Mayor Newton asked where the SH26 enhancements of \$972,652 comes from. Manager Lothery replied this balance was whatever was left, and the intention was to set it aside to use for lighting and signage enhancements. Councilmember Coplen stated City Council wanted to decide about the types of lights and backlit signs, etc., rather than use TxDOT standards.

Councilmember Wheat asked staff if the money was an arbitrary amount set aside. Manager Lothery replied yes.

Mayor Newton stated he would like a column added to the Capital Projects Fund items which indicates the source of the funding.

Mayor Pro Tem Lindamood asked staff about the future sidewalk construction of \$50,000. Manager Lothery replied this is a small amount which was set aside to be used on future sidewalks, whichever ones that were needed. She stated now sidewalks are included within projects.

Mayor Pro Tem Lindamood asked staff if the future service center construction is for the public works facility. Manager Lothery replied yes, those funds were received by the sale of City owned property.

Councilmember Nakamura asked staff about the special donations item. Manager Lothery replied yes, various people will donate for specific things, such as one man donated money to purchase AED's because the fire department saved his life. Other funds are donated and are not item specific.

Councilmember Taylor asked staff if the AED's were purchased. Fire Chief Brian Riley replied yes.

Councilmember Coplen asked staff about the public art balance of \$7,904. Manager Lothery replied it appears to have been a one-time transfer.

Councilmember Coplen asked staff if the statuary on Bogart was a City purchase or donated. Manager Lothery replied it was City purchase.

Councilmember Coplen asked staff if the departments look at sharing expenses when doing their department budgets. Manager Lothery replied yes, that takes place across departments all the time.

Councilmember Nakamura asked staff who goes over the fee changes. Manager Lothery replied each department will go through their specific fees.

Councilmember Taylor suggested staff should take this opportunity to clean up some of these smaller funds with the new city manager and the new Chief Financial Officer.

WS-2 Discussion of crosswalks at multiple locations, including Bransford Road and City Park

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

Councilmember Taylor asked staff about crosswalks on Glade Road not being included in the study. Director Hutt replied there are no existing crossings on Glade Road. The consultant only looked at existing crossings.

Mayor Pro Tem Lindamood asked staff what we paid the consultant for this study. Manager Hutt replied he did not have the contract amount.

Councilmember Nakamura asked staff if the consultant was directed to just look at existing crosswalks. Director Hutt replied yes; staff identified the locations and then asked the consultant to look at them.

Mayor Pro Tem Lindamood asked staff if there is already a team that looks at these. Director Hutt replied staff focuses on the maintenance and what has been discovered is that most were installed without a set standard. From a field operations component, we were mainly looking at what was currently on site. He stated the consultant made recommendations and included a comprehensive look at existing crosswalks.

Councilmember Nakamura asked staff if someone called and said a crosswalk was needed, as opposed to an overall study. Director Hutt replied that was not the scope of the project, the scope was the assessment of the crossings.

Councilmember Nakamura asked staff why the consultant did not look at the overall City and tell us where a crosswalk is needed. Director Hutt replied not knowing the origination of the crosswalks, but moving forward a third party is engaged when staff looks to add a crosswalk. The consultant was not engaged to look at the City as a whole.

Councilmember Nakamura asked staff if assessing the City as a whole is something the consultant can do. Director Hutt replied yes, if we engage them to do so.

Councilmember Taylor stated the consultant should be able to send us design specs for crosswalks; because this did not do anything for us, except cost us \$30,000.

Councilmember Dodson stated he believed the study does show more than what is existing in the City. Director Hutt stated the scope of this project did not include anything more than what exists. The scope was to evaluate the 13 locations identified by staff.

Mayor Pro Tem Lindamood asked staff if the Bransford Road/City Park crossing was not identified as needed by the consultant or staff. Director Hutt replied staff, but not that it is not warranted, but that there are crosswalks in this area. Mayor Pro Tem Lindamood stated he respectfully disagrees with staff and states a crossing is needed at this location.

Mayor Newton stated it seems less safe not to have the crossing at City Park. Mayor Pro Tem Lindamood stated it is a safety issue and it should be put in without having to ask a consultant.

Mayor Newton stated he is less concerned about having three crosswalks in this area. Director Hutt replied staff would need approval from the church, since the crosswalk would dead-end into private property. Councilmember Coplen stated she could provide contact information for the approval.

Councilmembers all agreed with having a crossing at Heritage Avenue and Cheek-Sparger Road.

Councilmember Wheat asked staff if City Council will see the final design. Director Hutt replied yes, and staff will include it in the City Council's weekly report. Councilmember Dodson agreed.

Councilmember Taylor asked staff about the timeframe for the 400 unit development on the Euless corner. Director Hutt replied he did not know.

Councilmembers all agreed with having a crossing at Bedford Road at Cheek-Sparger Road.

Mayor Pro Tem Lindamood suggested having crosswalks in front of City Hall. Councilmember Dodson suggested having a flexible pole on the curb, directly across the street, at City Hall. Councilmember Taylor suggested looking at this when the plaza design is completed.

Councilmember Coplen suggested having a crosswalk on Westcoat, just north of McDonwell School Road, for the subdivision to use to cross over to the trail at Westmont. Director Hutt replied staff will look at this when the roundabout is done at the McDonwell School Road and Westcoat intersection.

Councilmember Taylor suggested having a crosswalk between Cranbrook and Chelsea Park on Glade Road.

WS-3 Discussion of future worksession dates for the Parks Master Plan Update

Parks Manager Heather Dowell presented this item and briefed the City Council.

Councilmembers agreed upon Tuesday, June 27 – 5:00 p.m., for a Parks Master Plan update worksession.

WS-4 Discussion of the June 6, 2017, City Council regular agenda items

Councilmember Dodson stated there is nothing from staff in the agenda packet for an R40 zoning on item 6b.

Mayor Newton adjourned the worksession at 6:15 p.m.

Mayor Newton called the Executive Session to order at 6:16 p.m. and called the roll.

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

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, 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 7:16 p.m.

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

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

Interim City Manager Mark Wood, Assistant City Manager/Director of Public Safety Mike Holder, Fire Chief Brian Riley, Assistant Police Chief Robert Hinton, Chief Financial Officer Shereen Gendy, Public Works Director Jeremy Hutt, Community Development Director Ben Bryner, Accounting Manager Karen Hines, Parks Manager Heather Dowell, Marketing Coordinator Dustin Dangli, SH26 Coordinator James Hubbard, Strategic Services Manager Adrienne Lothery, City Attorney Whitt Wyatt, and City Secretary Amy Shelley

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

Mayor Newton read Resolution R-17-4135 in its entirety.

Mayor Newton opened the public hearing at 7:40 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 7:41 p.m.

Councilmember Taylor made a motion to approve Resolution R-17-4135. Councilmember Nakamura seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor

Mayor Newton read Resolution R-17-4135-1 in its entirety.

Mayor Newton opened the public hearing at 7:47 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 7:47 p.m.

Mayor Pro Tem Lindamood made a motion to approve Resolution R-17-4135-1. Councilmember Dodson seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Announcements of civic and charitable events

Presentation of calendar events and updates

Announcements of awards and recognition

Mayor Newton invited everyone to attend the Red, White & Sousa free concert event on Friday, June 23, 2017 located at Colleyville Center, 5301 Riverwalk Drive beginning at 6:30 p.m.

Councilmember Coplen encouraged children to participate in the summer reading program, "Jawsome."

Mayor Pro Tem Lindamood expressed his appreciation to those who served in the military, especially on this Day of Remembrance, D-Day.

Mayor Pro Tem Lindamood expressed his appreciation to Firefighter Charlie Harper for rescuing two teenage boys who were canoeing Big Bear Creek, but were dumped over by creek debris.

Mayor Pro Tem Lindamood congratulated the Grapevine High School (GHS) and the Colleyville Heritage High School (CHHS) boy's baseball teams for an awesome playoff season. He wished the GHS boys good luck in the state playoff games.

Councilmember Taylor expressed his appreciation to the Fire Department (Chief Cantrell, Captain Stewart, firefighters Briggs and Boyd) for providing care to those who were ill during the Memorial Day Ceremony at Bluebonnet Hills. Councilmember Coplen concurred.

Mayor Newton congratulated the Grapevine High School Girls Golf team for winning state.

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

Mayor Newton read Resolution R-17-4136 in its entirety.

Chief Financial Officer Shereen Gendy briefed the City Council regarding item 4c.

Mayor Newton opened the public hearing at 7:56 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 7:56 p.m.

Councilmember Taylor made a motion to approve Resolution R-17-4136. Councilmember Wheat seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor

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

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

Strategic Services Manager Adrienne Lothery provided an update regarding this item.

Councilmember Dodson stated having concerns about an increase in the rate, given the current percentage increase of 26 percent. He stated he believes the gas utility should be managed under the Texas Utility Commission or Public Utility Commission. The Railroad Commission is not suited to deal with this. He encouraged citizens to write letters to the governor or state representatives about

this. Manager Lothery stated staff is working on a draft resolution relative to Councilmember Dodson's request.

Mayor Pro Tem Lindamood asked staff about the differences in the proposed change in revenues, the proposed rate, and the proposed rate revenues. Manager Lothery replied she did not know the answer, but she will get with the local government Atmos representative and will provide an answer to that question.

Mayor Newton asked staff what is included in the consumption charge relative to the price of gas. Manager Lothery replied she did not know, but would ask the local government representative and get back with the City Council. Councilmember Dodson stated he believes the consumption charge is what goes directly to Atmos and not the gas charge, per se.

Councilmember Dodson asked staff why the actual base rate and consumption charges were not outlined in the ordinance. Manager Lothery replied the ordinance was drafted by the Steering Committee attorneys, and they have requested the attachments, outlined in the ordinance, reflect the actual numbers rather than calling specific numbers in the ordinance language.

Mayor Newton opened the public hearing at 8:07 p.m.

Kathy Hadley, 204 Timberline Drive, spoke in opposition to this ordinance with concerns of gas prices being too high.

There were no others present wishing to speak and Mayor Newton closed the public hearing at 8:09 p.m.

Councilmember Taylor made a motion to approve Ordinance O-17-2011. Councilmember Wheat seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor

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)

Mayor Newton read the caption of Ordinance O-17-2012.

Strategic Services Manager Adrienne Lothery presented this item and briefed the City Council. Paul Hansen, CWD, was available to answer questions.

Mayor Newton asked Mr. Hansen about the extra loose brush or bulk pick up rates. Mr. Hansen replied the rate is \$12 per cubic yard. As long as the bundles are tied, the pick-up is unlimited.

Councilmember Nakamura asked Mr. Hansen if there is a charge for bundled limbs. Mr. Hansen replied no.

Councilmember Taylor asked Mr. Hansen about the transition procedure and hazardous waste pick-up. Mr. Hansen replied the transition is two-fold, commercial starts earlier with a representative visiting and auditing the account for billing, the location of the container, and service times. With residential service, they will schedule the delivery of the recycle carts at the same time the current vendor removes theirs. There will be a brochure attached to the cart explaining the services provided (bulk, loose, recycle, and hazardous waste). There will be extra persons on hand, to ensure the transition is smooth. With household hazardous waste, the customer will call the office to schedule this pick-up. A packet is mailed to the customer with instructions, and clear plastic bags. Customer service will explain packing and collection procedures.

Councilmember Taylor asked Mr. Hansen about the size of the recycle containers and if customers can request a larger container. Mayor Newton explained the expectation is that a 65 gallon container will be delivered, and if the customer wants a larger container, they can request such through customer service. Mr. Hansen agreed.

Councilmember Wheat asked Mr. Hansen if a customer can have multiple containers. Mr. Hansen replied yes. Manager Lothery replied there will be a fee for the multiple carts.

Councilmember Nakamura asked Mr. Hansen if a brochure could be delivered with the carts, so that customers do not have to call customer service. Mr. Hansen replied there will be information delivered, but the customer will have to call to schedule the pick-up.

Mayor Newton asked Mr. Hansen if they will coordinate multiple hazardous pick-ups, or are they done one at a time. Mr. Hansen replied they will coordinate multiple pick-ups at one time, typically on a certain day.

Mayor Newton asked Mr. Hansen about the trucks. Mr. Hansen replied they have ordered all new equipment for this contract. He added they have a five year repainting schedule done at their facility. Mayor Pro Tem Lindamood expressed his appreciation for the drop-axle trucks which will be better on the asphalt roads.

Mayor Newton asked staff about the complaint process. Manager Lothery replied the contract includes funding customer service staff to handle complaints and the most efficient use of tax dollars is for the citizens to call the vendor directly. The contractor will keep a log of all calls.

Mayor Newton asked Mr. Hansen about the complaint logs and if those will be made available to the City. Mr. Hansen replied yes. Manager Lothery stated there are escalated measures in this contract to incentivize performance.

Councilmember Coplen asked Mr. Hansen if their number will be on the trash containers. Mr. Hansen replied yes.

Mayor Newton opened the public hearing at 8:35 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 8:35 p.m.

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

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

Councilmember Dodson recused himself from this agenda item due to his participation in the Planning and Zoning Commission, prior to his election to City Council.

Mayor Newton read the caption of Ordinance O-17-2013.

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

Mayor Newton asked staff if a home can be built on AG-Agricultural zoning. Director Bryner replied yes.

Mayor Newton asked staff if the property has to be platted first. Director Bryner replied yes, and it is not currently platted.

Mayor Newton asked staff what is a "lot of record." Director Bryner replied a lot which is part of a subdivision, plat of which has been recorded in the Tarrant County Clerk's Office; also, lot or parcel described by metes and bounds, the description of which has been so recorded prior to May 16, 1978. This property

has not been subdivided or incorporated anymore land, and has been in this form since prior to 1978.

Mayor Newton asked staff if the lot is AG zoned, and if it is a lot of record, if the applicant can request the plat. Director Bryner replied yes, a minor plat (single lot) with staff approval, with no public improvements; considered a minor action; any waivers would require Planning and Zoning Commission approval.

Mayor Newton asked staff if this lot is a lot of record. Director Bryner replied he does not know.

Mayor Pro Tem Lindamood asked staff if the applicant is the property owner. Director Bryner replied no, it is an estate trust.

Mayor Newton asked staff if the purchase is contingent upon zoning. Director Bryner replied he does not know.

Councilmember Nakamura asked staff if the property facing Shelton Drive, behind the subject property, was once a part of the subject property. Director Bryner replied that property was determined to be a lot of record, and they went through the plat process and received a building permit, but are still subject to the AG zoning.

Councilmember Nakamura asked staff if the property was all one lot. Director Bryner replied not knowing. Lisa Grossman, 6014 Pleasant Run Road explained the properties were all considered one property many years ago, at least in the 1970s, it was with a family.

Councilmember Taylor asked Ms. Grossman how she was able to build on her property, being it was a lot of record. Ms. Grossman explained she bought the property, and it was zoned AG and it was not platted. She stated she had to plat the property before she could build on the property and received variances to the plat because the AG zoning setbacks were too restrictive to build within, given her lot dimensions.

Councilmember Coplen asked staff if the original owners divided the AG property however they wanted to split it. Director Bryner stated staff would have to look at the deed to see how it was split, but the proper way to split the property would have been through the platting process.

Councilmember Nakamura asked staff if the applicant bought the property without checking on this first. Director Bryner replied the applicant knows now. Mayor Newton stated Mr. Avery has made the request on behalf of the owner who may have a contingency of the rezoning of the property.

Councilmember Taylor asked staff how the naming of the plat happens. Director Bryner replied staff will let the applicant choose the naming of their plat.

Mayor Newton asked staff if this does not happen, is there an alternative. Director Bryner replied through the R20 zoning approval, the plat could be approved by staff; however, with keeping the AG or R40 zoning, there would be waivers to the plat.

Mayor Newton asked staff if plat waivers would only be considered by staff. Director Bryner replied no, only if the plat met the zoning district regulations. It would have to go to Planning and Zoning Commission first, then City Council approval.

Mayor Newton opened the public hearing at 8:54 p.m.

Donna Walker, 804 Shelton, spoke in opposition to this request with concerns for change in zoning.

Lisa Grossman, 6014 Pleasant Run Road, spoke in opposition to this request and stated this property should be subject to the same requirements that she was required to uphold when building her home.

James Day, 805 Shelton Drive, spoke in opposition to this request with concerns about future density.

Kathy Hadley, 204 Timberline Drive North, spoke in opposition to this request with concerns about future density.

There were no others present wishing to speak and Mayor Newton closed the public hearing at 9:04 p.m.

Councilmember Taylor asked Mayor Newton if his thoughts are that the applicant should request the waivers through the platting process rather than request to rezone the property. Mayor Newton replied yes, but that he is strongly against waivers.

Mayor Newton asked staff if the owner is the only one that can request a zoning change. City Attorney Whitt Wyatt replied the owner or an authorized representative of the owner are the only ones who could request a change in zoning or waivers.

Councilmember Taylor asked staff if the applicant has a contingency offer, would that constitute authorization to rezone or request waivers. City Attorney Whitt Wyatt replied yes.

Mayor Pro Tem Lindamood asked staff why the setback on the north side of the property line is not shown. Director Bryner replied the plat only requires setback lines to be shown on the sides adjacent to streets.

Mayor Pro Tem Lindamood asked staff if there is an easement on the north side. Director Bryner replied no.

Mayor Pro Tem Lindamood asked staff if the property owner will be able to build right up against the north property line. Director Bryner replied no, there is a 25 foot building setback along the north property line.

Mayor Newton asked staff who would be required to prove this is a lot of record. Director Bryner replied the applicant.

Mayor Pro Tem Lindamood asked Mayor Newton about the speaker's opposition. Mayor Newton replied all speakers were opposed to rezoning the property, two were in favor of a home being built, and one was not.

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

Councilmember Dodson rejoined the meeting.

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

Mayor Newton read Resolution R-17-4137 in its entirety.

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

Mayor Newton asked staff if Option 3, which is Exhibit A of the resolution, excludes final design of Phases 3 and 4. Director Hutt replied for Option 3, the deliverables will be Phase 1A and 1B, and the remainder of Phase 2, final design of full construction.

Mayor Newton asked staff if the \$942,130 will cover everything to date for Phases 1 and 2 for final design and everything. Director Hutt replied yes.

Councilmember Taylor asked staff if Option 1 covers the original contract with changes. Director Hutt replied yes, Option 1 is to cover all of the requested changes.

Councilmember Taylor asked staff if biddable documents will be received from the proposed option. Director Hutt replied yes, to move forward with construction.

Councilmember Taylor asked staff if this project then becomes "shovel ready." Director Hutt replied correct, what is necessary to go out to bid.

Councilmember Taylor asked staff if Roberts Road is still going to be addressed. Director Hutt replied the extension of the turn lane from Heritage Avenue to Roberts Road is a component of Phase 3. If we do not move forward with the final design of Phase 3, and in turn do not move forward with the construction of Phase 3, the concerns will not be addressed as part of that project of Phase 3.

Mayor Newton asked staff if the preliminary designs show the lanes to be constructed. Director Hutt replied yes. Mayor Pro Tem Lindamood added we have the preliminary concept.

Mayor Newton asked staff what is the plan for Roberts Road. Director Hutt replied the design of Roberts Road is in the current fiscal year CIP; therefore, a consultant will be brought on board for that design.

Mayor Newton asked staff what they expect the design of Roberts Road to look like. Director Hutt replied the design will need to be discussed with City Council to provide direction.

Mayor Newton asked staff if the plan is to rebuild Roberts Road. Director Hutt replied correct.

Mayor Newton asked staff about the issue of Roberts Road. Director Hutt replied there are two possible issues, one is adding a turn lane on Roberts Road at Glade Road, and the issue is the merging of two lanes from Heritage Avenue to Roberts Road. A lane extension all the way to Roberts Road would allow additional space, or time, for the actual merge to take place. These two components affect Phase 3 of Glade Road.

Mayor Newton asked staff about the timing for Phase 3. Director Hutt replied it is planned for fiscal year 2019. Mayor Newton stated this contract will not affect the plan for fiscal year 2019. Councilmembers Wheat and Dodson agreed.

Mayor Newton opened the public hearing at 9:29 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:29 p.m.

Mayor Newton made a motion to approve Resolution R-17-4137. Councilmember Nakamura seconded the motion.

Councilmember Coplen asked staff if these options were because of staff working with the design consultant. Director Hutt replied yes, during a City Council worksession, and with the possibility of removing Phase 4, we were directed to provide multiple options for City Council's consideration.

Mayor Pro Tem Lindamood stated he would rather the resolution state "the removal of the finalization of Phases 3 and 4," it seems confusing that other drafts and concepts may be done away with. Councilmember Dodson stated it makes it clear to state "eliminate the finalization of Phases 3 and 4" in the resolution. Director Hutt explained the resolution was written to address the design contract, as it sits currently, as the amendment will actually remove those phases from this contract. The resolution is an approval for the design contract amendment.

Councilmember Coplen asked staff if Exhibit A includes this. Director Hutt replied yes.

Councilmember Taylor asked staff if they are requesting an additional contract. Director Hutt replied no, what has been changed is the limits of the bid sets by the splitting of Phase 2 into Phases 2A and 2B.

Mayor Newton stated the limits of 1B has been extended to the east with the remainder of Phase 2, which creates three construction sets. Director Hutt agreed, and stated we are changing the limits of that project, not splitting into two bid packages.

Councilmember Taylor asked staff if Phase 1B has been extended to east of Montclair, with Phase 2 being from that terminus of Phase 1B (east of Montclair) to Pool Road. Director Hutt replied correct.

Councilmember Taylor asked staff if Phase 1B now becomes everything from SH26 to Pool Road. Director Hutt replied Phase 1B will be from SH26 to just east of Montclair, and Phase 2 will be from just east of Montclair to Pool Road.

Councilmember Coplen asked Mayor Newton if the actual City resolution has more power (eliminate the final design of Phases 3 and 4), than the actual contract amendment wording. Mayor Newton replied the resolution becomes part of the contract amendment. He stated eliminating Phases 3 and 4 just means we are not going to do anymore design work on them. The preliminary design has been completed. Director Hutt added it eliminates the final design deliverables for Phases 3 and 4.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor

7b Resolution R-17-4138

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

Mayor Newton read Resolution R-17-4138 in its entirety.

Councilmember Nakamura made a motion to approve Resolution R-17-4138 appointing Councilmember George Dodson to the Colleyville Economic Development Corporation for a term concurrent with the term of Councilmember. Councilmember Wheat seconded the motion.

Mayor Newton opened the public hearing at 9:54 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 9:54 p.m.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor

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

Mayor Newton read Resolution R-17-4139 in its entirety.

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

Councilmember Coplen asked staff what the applicant needs to do. Director Bryner replied the Urban Forester will need to verify the existing tree inches to determine the actual amount still needed to be planted.

Councilmember Wheat asked staff why the trees were removed. Director Bryner replied there was a misunderstanding about the ordinance and what the tree buffer requirements really entailed, and the penalties if the trees were removed.

Mayor Pro Tem Lindamood asked staff if the inches, taken from the tree that overhangs into the subject property, were counted in the total tree inches removed. Director Bryner replied no.

Bob Buttrill, applicant and property owner, presented this item and briefed the City Council.

Mayor Newton asked Mr. Buttrill if he has just recently moved to Colleyville. Mr. Buttrill replied no, this makes the third house he has built in Colleyville.

Mayor Newton asked Mr. Buttrill if he was aware of the ordinance provisions. Mr. Buttrill replied yes, and we made a mistake in removing the trees prior to having gone through the process first; however, we had every intention of replacing everything and more than what was removed. He stated there is no room to put in 24 more trees.

Mayor Newton opened the public hearing at 10:14 p.m.

Kathy Hadley, 204 Timberline Drive North, stated her speaker card was filled out as in opposition to this request, but after having seen the end result of the plantings of his trees, stated being in favor of this waiver request. She stated City Council should be wary of approving waivers for clearing trees, just because they do not like the trees.

There were no others present wishing to speak and Mayor Newton closed the public hearing at 10:16 p.m.

Mayor Newton expressed his appreciation to the applicant for providing the photos, which helped create the visual of the ending result of the plantings. Mayor Pro Tem Lindamood concurred. Councilmember Coplen stated the trees replanted were excellent choices because they will grow, bigger than the ones that existed. Councilmember Nakamura concurred.

Councilmember Taylor asked Mayor Newton if a motion to approve the resolution accepts the waiver request. Mayor Newton replied correct.

Councilmember Dodson asked staff if it would be prudent for the urban forester to confirm the number of inches planted. Director Bryner replied staff will still confirm the total number.

Councilmember Taylor made a motion to approve Resolution R-17-4139. Councilmember Dodson seconded the motion.

The motion to deny carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor

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

Mayor Newton read Resolution R-17-4140 in its entirety.

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

Mayor Newton asked staff what is the budget estimate for Phase 1B. Director Hutt replied approximately \$3 million, but he does not know that for sure at this time.

Mayor Newton asked staff if they feel confident the contractor can complete this project for this amount. Director Hutt replied he is confident in this contractor as they have done work for the City before.

Mayor Newton asked staff if there is a milestone for completion of the entire project before school starts. Director Hutt replied there is not, this project's milestone requires that Glade Road be open for traffic before the start of school.

Mayor Pro Tem Lindamood asked staff about the factors included with the contract bid. Director Hutt replied the contractor's feedback indicated, because of other projects, the contractors did not have the staff to prepare competitive bids for four larger projects, and were therefore selective on their projects. This one had the most constrained timeline, and was a little tricky to dedicate resources on the front end, versus the other projects.

Mayor Pro Tem Lindamood asked staff if there was only one contractor present for the pre bid meeting. Director Hutt replied there were two contractors present. Mayor Pro Tem Lindamood stated having concerns about the low number of bidders.

Mayor Newton asked staff about the Glade Road intersection on SH26, with the timing of this project. Director Hutt replied there will be a lot of coordination

between the two contractors, and those conversations have taken place. There will need to be a good fit to finish.

Mayor Newton asked staff about the length of time Glade Road will be shut down for the culvert work at the intersection of Bransford and Glade Roads. Director Hutt replied approximately two months.

Councilmember Wheat asked staff about the location of the culverts. Director Hutt replied the culverts are located just east of Bransford Road at the creek.

Councilmember Nakamura stated waiting another year will just increase the cost.

Councilmember Coplen asked staff if this contractor has done previous work in the City. Director Hutt replied yes, they are working on the Bedford Road Retaining Wall Project.

Mayor Pro Tem Lindamood asked staff if they were the only bidder on that project as well. Director Hutt replied no, there were several bidders for that project.

Mayor Pro Tem Lindamood asked staff the process for bid lets. Director Hutt replied staff advertises in the *Fort Worth Star-Telegram* and we coordinate with the consultant to push out to all contractors that they are aware of with past bids, so it is pushed out. He stated not knowing the head count, but there were over 20 or 30 entities with plans. Mayor Pro Tem Lindamood added there are other avenues to advertise such as Blue Book and other new, email driven ways. Contractors are really not picking and choosing, it is very competitive out there.

Mayor Newton opened the public hearing at 10:39 p.m.

Kathy Hadley, 204 Timberline Drive North, stated having a concern about the Bransford Road culverts and if the surrounding neighbors have been notified.

There were no others present wishing to speak and Mayor Newton closed the public hearing at 10:40 p.m.

Councilmember Coplen made a motion to approve Resolution R-17-4140. Councilmember Taylor seconded the motion.

Councilmember Nakamura asked Mayor Newton if the approval of this resolution is for this amount, \$1,967,603.24. Mayor Newton replied yes.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor

Mayor Newton recessed the meeting at 10:42 p.m.

Mayor Newton reconvened the meeting at 10:50 p.m.

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

Mayor Newton read Resolution R-17-4141 in its entirety.

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

Councilmember Coplen asked staff when this project will start. Director Hutt replied mid-July, which allows us to have moved a little further in the Westcoat and John McCain project.

Mayor Pro Tem Lindamood asked staff about the number of message boards we have. Director Hutt replied there will be four message boards for this project onsite for the duration of the project.

Mayor Pro Tem Lindamood asked staff if staff will bring change orders over \$50,000 to City Council. Director Hutt replied there are not large items on change orders, typically they are small. Anything over \$50,000 City Council will have to approve the change.

Mayor Newton asked staff how the \$600,000 contingency was arrived at. Director Hutt replied that is 15 percent of the original engineering cost estimate, and it is a lump sum item embedded in the contract.

Mayor Pro Tem Lindamood asked staff if the contingency is returned if not used. Director Hutt replied yes.

Mayor Newton stated having not seen "any associated change orders" being approved by the city manager in a resolution before. Director Hutt replied the City Council will have to approve any change order over \$50,000.

Councilmember Wheat asked staff about the project completion timeframe for the John McCain water line. Director Hutt replied the water lines are to be completed most likely by the end of July.

Mayor Newton suggested staff should provide status updates on all projects. Councilmember Wheat suggested having a status update on the water bill insert. Mayor Newton stated there are other ways, other than the water bill. Interim City Manager Mark Wood explained there is a section on the website that currently provides project updates, as well as the weekly E-News, but staff can make these more visible.

Mayor Newton asked staff if storm drains are going to be installed as part of this project. Director Hutt replied yes, there are some storm drains located to accommodate the trail with ribbon curb, but that is all.

Councilmember Dodson asked staff if the drains will be to accommodate the trail or railroad tracks. Director Hutt replied there will be segments of a storm drain to accommodate the amount of water in particular areas such as around the trail.

Mayor Newton opened the public hearing at 11:05 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 11:05 p.m.

Councilmember Dodson made a motion to approve Resolution R-17-4141. Councilmember Coplen seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor

Councilmember Taylor made a motion to reconsider an amendment to Resolution R-17-4141. Mayor Newton seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor

Mayor Newton asked the City Council if “under the amount of \$50,000” should be included after “any associated change orders” in the resolution caption, as well as adding a separate section to the resolution.

Councilmember Dodson made a motion to approve Resolution R-17-4141 with an amendment to the resolution caption to include “change orders

over \$50,000 must be submitted to the City Council for approval. Councilmember Wheat seconded the motion.

The motion to approve carried with the following vote:

Aye: 7 – Mayor Richard Newton, Mayor Pro Tem Bobby Lindamood and Councilmembers Tammy Nakamura, Kathy Wheat, George Dodson, Nancy Coplen and Mike Taylor

7f Resolution R-17-4142

A resolution appointing a member to the Planning and Zoning Commission

Mayor Newton read Resolution R-17-4142 in its entirety.

Mayor Newton opened the public hearing at 11:07 p.m.

There was no one present wishing to speak and Mayor Newton closed the public hearing at 11:07 p.m.

Mayor Pro Tem Lindamood made a motion to approve Resolution R-17-4142 appointing Chris Putnam to the Planning and Zoning Commission, with an effective date after July 1, with a term expiring September 2018. Councilmember Nakamura seconded the motion.

The motion to approve carried with the following vote:

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

Nay: 2 – Councilmembers Nancy Coplen and Mike Taylor

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

Kathy Hadley, 204 Timberline Drive North, spoke about the signage being too far back at Glade Road and SH26, the signage should be ahead so that drivers notice the signs; stated being concerned about the location of the proposed crosswalk at Bransford Road and City Park; and, the crossing of traffic from the Silver Ridge facilities and the need of a crosswalk in this location.

9. REPORTS

Quarterly Investment Report for the quarter ended March 31, 2017

Chief Financial Officer Shereen Gendy presented this item and briefed the City Council.

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

This resolution was not needed.

11. ADJOURNMENT

There being no further business before the City Council, Mayor Newton adjourned the City Council meeting at 11:20 p.m.

APPROVED BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS ON THIS THE 20TH 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 5b

Agenda Date 06/20/2017

Number Resolution R-17-4145

Type Resolution

Department Public Works

Title

Acceptance of a Public Right-of-Way and a Drainage and Maintenance Easement dedication, located at the northwest corner of Cheek-Sparger Road and Heritage Avenue, and authorizing the city manager to execute the documents

Strategic Plan

3.1 Upgrade the condition of major roads and neighborhood streets

5.4 Actively seek public/private partnerships

Explanation

Reading and Public Hearing

David Sukenik, representing Tonti Properties, is developing "Glade Parks South" at the northeast corner of Cheek-Sparger Road and Heritage Avenue, which is in the City of Euless. As a requirement of the development, the developer is improving the southern portion of Heritage Avenue. In accordance with the Development Agreement, between the Developer and the City of Euless, the developer must construct approximately 150 linear feet of Heritage Avenue adjacent to the Glade Parks South Development, from the intersection of Heritage Avenue and Cheek-Sparger Road, as shown on the attached Paving Plan Sheet. The addition of a dedicated right turn, as shown on the attached Pavement Striping Sheet has resulted in the need for additional right-of-way.

Right-of-way Dedication

Tonti Properties has been working with 170 Players, LLC, the owner/developer of the northwest corner of Cheek-Sparger Road and Heritage Avenue (located in the City of Colleyville) to acquire additional right-of-way in order to accommodate the proposed roadway improvements.

As the additional right-of-way is located within the corporate city limits of the City of Colleyville, and the improvements will be the perpetual maintenance responsibility of the City of Euless, the dedication deed has been structured for all three properties (property owner, City of Euless, and City of Colleyville) to execute. The proposed Right-of-Way Deed is attached.

Drainage and Maintenance Easement

Similar to the need for the additional right-of-way, there is a need for a drainage easement to accommodate the required roadway improvements. The attached Drainage and Maintenance Easement establishes 3,307 square feet of land within the

City of Colleyville that is needed to install the drainage improvements which accommodate the roadway improvements, as shown on the attached Drainage Improvements Sheet.

The easement language is similarly structured to the right-of-way language and establishes the easement area will be the perpetual maintenance responsibility of the City of Euless. The Drainage and Maintenance Easement Agreement, has also been structured for all three properties (property owner, City of Euless, and City of Colleyville) to execute.

Summary

As a result of the new development in the City of Euless, it is anticipated additional traffic will be generated which will have an adverse effect on Heritage Avenue, more specifically at the intersection of Heritage Avenue and Cheek-Sparger Road. The City of Euless is working with their developer to offset these impacts and are requiring improvements be made; including the addition of a right hand turn lane at the intersection. In order to construct the roadway improvements, a drainage easement and additional right-of-way is needed within the City of Colleyville. The documents have been structured to clearly define the perpetual maintenance is the responsibility of the City of Euless.

Financial Impact

There is no financial impact to the City.

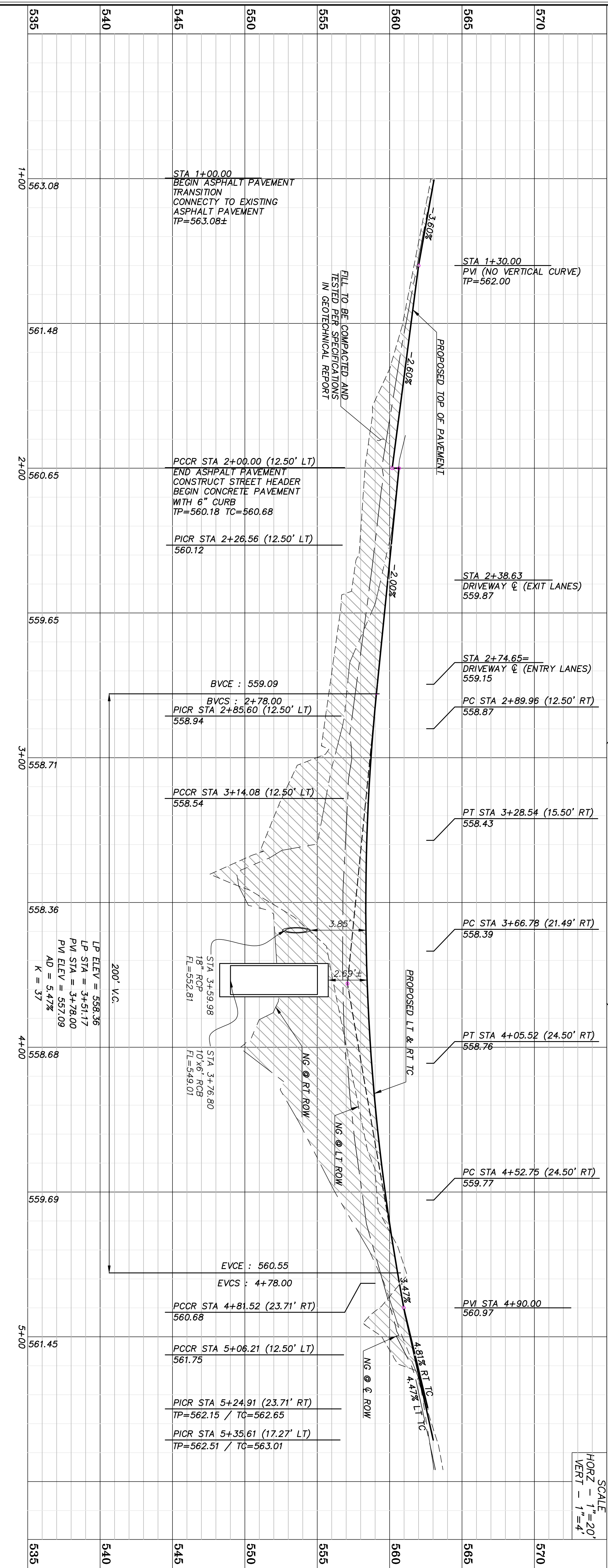
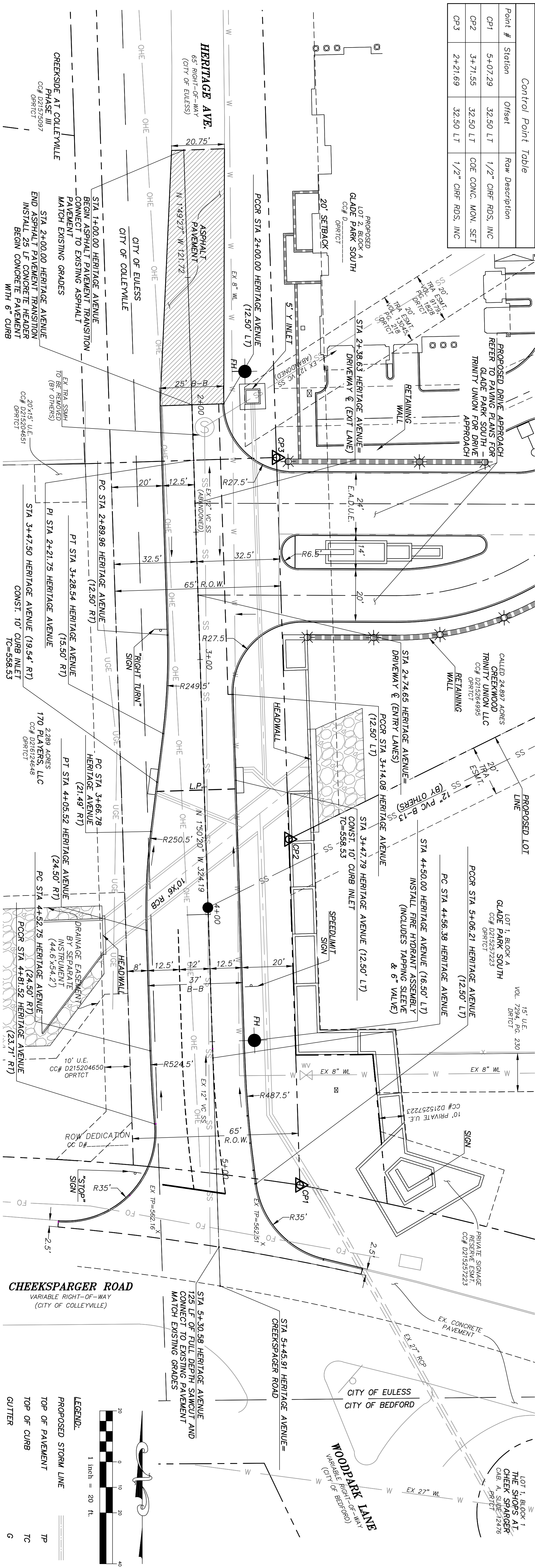
Recommendation

Approve

Attachments

1. Paving Plan Sheet
2. Pavement Striping Plan Sheet
3. Drainage and Maintenance Easement Agreement
4. Right-of-Way Deed
5. Drainage Improvements Sheet

Control Point Table		
Point #	Station	Row Description
CP1	5+07.29	1/2" CRF RDS, INC
CP2	3+71.55	COE CONC. MON. SET
CP3	2+21.69	33.50 LT
		1/2" CRF RDS, INC



HERITAGE AVENUE (STA 1+00 - 5+45.91)

HERITAGE AVENUE IMPROVEMENTS

PAVING PLAN & PROFILE – HERITAGE AVENUE EULESS, TEXAS

PROJECT TITLE: **HERITAGE AVENUE
IMPROVEMENTS**

mima

mycoskie+mcinnis+associates
civil engineering surveying landscape architecture planning

type registration number: f - 2759
200 east abram
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www.mmolexos.com

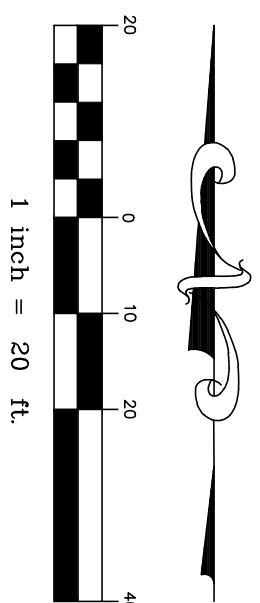
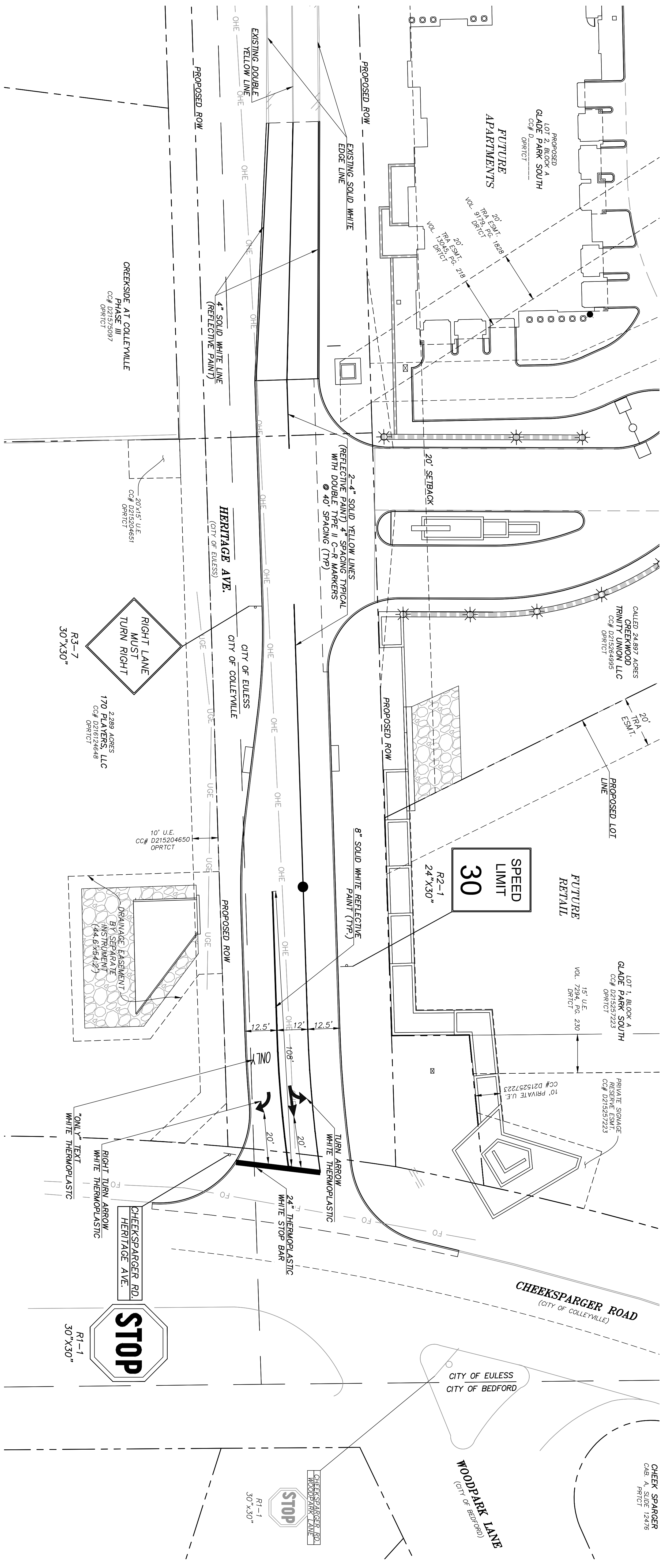


	
PROJECT NUMBER:	2735--00-01
PROJECT MANAGER:	J. SLIMPTER
DRAWN BY:	S. BELL
CHECKED BY:	A. CASCO
ISSUE DATE:	11/18/2016

[illegible]

SHEET CONTENT:
**PAVING PLAN &
PROFILE -
HERITAGE AVENUE**

SHEET NO:



HERITAGE AVENUE IMPROVEMENTS

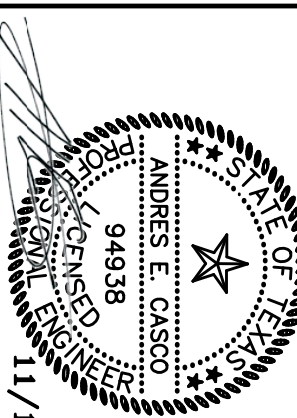
PAVEMENT STRIPING & SIGNAGE PLAN

EULESS, TEXAS

PROJECT TITLE:
HERITAGE AVENUE
IMPROVEMENTS

m|m|a
mycoskie+mcinnis+associates
the engineering surveying landscape architecture planning

Orlington, Texas 76010
817-469-1671
fax: 817-274-8757
www.molexos.com



PROJECT NUMBER:	2735--00-01
PROJECT MANAGER:	J. SUMPTER
DRAWN BY:	S. BELL
CHECKED BY:	A. CASCO
ISSUE DATE:	11/18/2016

	REV	DATE	DESCRIP	R

SIGNAGE & STRIPING PLAN

SHEET NO.

८

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When recorded, return to:

Winstead PC
Attn: Cole Gearhart
500 Winstead Building
2728 N. Harwood Street
Dallas, TX 75201

DRAINAGE AND MAINTENANCE EASEMENT AGREEMENT

This DRAINAGE AND MAINTENANCE EASEMENT AGREEMENT (this "**Agreement**") is entered into as of _____, 2017, by and between 170 PLAYERS, LLC, a Texas limited liability company ("**Grantor**"), the CITY OF COLLEYVILLE, TEXAS ("**Colleyville**"), and the CITY OF EULESS, TEXAS ("**Euless**").

Grantor hereby grants a perpetual, nonexclusive drainage easement (the "**Drainage Easement**") over that certain property described in Exhibit A attached hereto and further depicted in Exhibit B made part hereof ("**Easement Area**"), to Colleyville, subject to the conditions below which shall be binding upon the Grantor, Colleyville, and their successors and assigns.

Grantor hereby grants a perpetual, assignable, nonexclusive maintenance easement (the "**Maintenance Easement**", and together with the Drainage Easement, the "**Easements**") over, upon, across, and through the Easement Area for the maintenance and repair of the Easement Area, subject to the conditions below which shall be binding upon the Grantor, Euless, and their successors and assigns.

The Drainage Easement is hereby dedicated to the public's use. Euless agrees and covenants to maintain the Easement Area. The Maintenance Easement shall not be amended with regard to maintenance responsibilities without prior written approval from Euless and Colleyville. The fee simple title to the Easement Area shall always remain in the Grantor. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the Easement Area; provided, however, that Grantor may, at Grantor's sole option, construct a box culvert within the Easement Area for the purpose of tying into any storm sewer running underneath Heritage Avenue. Grantor is obligated to maintain, at its sole cost, any such box culvert constructed by Grantor.

It is further understood that, in the event it becomes necessary for the Colleyville or Euless to consider channelizing or erecting any type of drainage structure in order to improve the storm drainage, then in such event, Colleyville and Euless, after providing reasonable prior notice to Grantor, shall have the right, but not the obligation, to enter upon the Easement Area at any point, or points, with all rights of ingress and egress to investigate, survey, or to erect, construct, and maintain any drainage facility deemed necessary for drainage purposes. Colleyville and Euless, as applicable, shall be obligated to maintain, at their respective sole cost and expense, any drainage facility constructed by such party in the Easement Area

The natural drainage channels through the Easement Area, as in the case of all natural channels, are subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. Grantor, Colleyville and Euless shall not be liable for any damages and injuries of any nature resulting from the occurrence of these natural phenomena, except to the extent such damages or injuries result from Grantor's, Colleyville's or Euless's negligent construction or maintenance of any structure or structures within the Easement Area constructed by such party.

This Agreement runs with the land and inures to the benefit of the current and future owners of any interest in all or any part of the Easement Area, and is binding upon all current and future owners of any interest in all or any part of the Easement Area.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature Pages Follow.]

DRAINAGE AND MAINTENANCE EASEMENT AGREEMENT – Signature Page 1

COLLEYVILLE:

CITY OF COLLEYVILLE, TEXAS

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF TARRANT §

 This instrument was ACKNOWLEDGED before me on the _____ day of
_____, 2017, by _____, the _____ of
the CITY OF COLLEYVILLE, TEXAS, on behalf of said city.

[S E A L]

My Commission Expires:

Notary Public, State of Texas

Printed Name of Notary Public

EULESS:

CITY OF EULESS, TEXAS

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF TARRANT §

 This instrument was ACKNOWLEDGED before me on the _____ day of
_____, 2017, by _____, the _____ of
the CITY OF EULESS, TEXAS, on behalf of said city.

[S E A L]

My Commission Expires:

Notary Public, State of Texas

Printed Name of Notary Public

EXHIBIT A

Description of Easement Area

EXHIBIT "A" DRAINAGE EASEMENT METES & BOUNDS DESCRIPTION

BEING A 0.076 ACRE TRACT OF LAND LOCATED IN THE J DOSS SURVEY, ABSTRACT NO. 441, CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS, BEING A PORTION OF A CALLED 2.289 ACRE TRACT OF LAND AS DESCRIBED IN THE SPECIAL WARRANTY DEED TO 170 PLAYERS, LLC, A TEXAS LIMITED LIABILITY COMPANY, FILED FOR RECORD IN COUNTY CLERK'S INSTRUMENT NO. D216124648, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS (OPRTCT), SAID 0.076 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8 INCH CAPPED IRON ROD SET STAMPED "MYCOSKIE MCINNIS" AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF CHEEKSPARGER ROAD, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, AND THE PROPOSED WEST RIGHT-OF-WAY LINE OF HERITAGE AVENUE, A 65.00' PUBLIC RIGHT-OF-WAY, BEING THE SOUTHEAST CORNER OF SAID CALLED 2.289 ACRE TRACT OF LAND, SAID COMMENCING POINT HAVING A NAD 83 - TEXAS COORDINATE SYSTEM POSITION (GRID) OF N:7001087.5 E:2395486.2 (BEARINGS & COORDINATE VALUES SHOWN HEREON ARE IN REFERENCE TO THE NAD 83 - TEXAS COORDINATE SYSTEM - NORTH CENTRAL ZONE, 4202, BASED ON GPS OBSERVATIONS UTILIZING THE LEICA GPS REFERENCE NETWORK);

THENCE NORTH 01 DEGREES 50 MINUTES 20 SECONDS WEST, ALONG THE EAST LINE OF SAID CALLED 2.289 ACRE TRACT OF LAND, BEING COMMON WITH SAID PROPOSED WEST RIGHT-OF-WAY LINE OF HERITAGE AVENUE, A DISTANCE OF 67.35 FEET, TO A POINT FOR CORNER, BEING THE POINT OF BEGINNING, SAID POINT OF BEGINNING HAVING NAD 83 - TEXAS COORDINATE SYSTEM POSITION (GRID) OF N:7001154.8 E:2395484.0;

THENCE WESTERLY, DEPARTING SAID COMMON, AND OVER AND ACROSS SAID CALLED 2.289 ACRE TRACT OF LAND, THE FOLLOWING CALLS:

SOUTH 88 DEGREES 09 MINUTES 40 SECONDS WEST, A DISTANCE OF 9.07 FEET, TO A POINT FOR CORNER;

SOUTH 37 DEGREES 00 MINUTES 05 SECONDS WEST, A DISTANCE OF 31.45 FEET, TO A POINT FOR CORNER;

SOUTH 88 DEGREES 09 MINUTES 34 SECONDS WEST, A DISTANCE OF 29.94 FEET, TO A POINT FOR CORNER;

NORTH 01 DEGREES 50 MINUTES 53 SECONDS WEST, A DISTANCE OF 64.20 FEET, TO A POINT FOR CORNER;

NORTH 88 DEGREES 09 MINUTES 40 SECONDS EAST, A DISTANCE OF 58.75 FEET, TO A POINT FOR CORNER, BEING ON THE EAST LINE OF SAID CALLED 2.289 ACRE TRACT OF LAND, SAME BEING THE WEST RIGHT-OF-WAY LINE OF SAID PROPOSED HERITAGE AVENUE;

**THENCE SOUTH 01 DEGREES 50 MINUTES 20 SECONDS EAST, A DISTANCE OF 39.70 FEET,
TO THE POINT OF BEGINNING, AND CONTAINING 0.076 ACRES (3,307 SQUARE FEET) OF
LAND, MORE OR LESS.**

SEE ACCOMPANYING EXHIBIT "B" DATED OCTOBER 21, 2016



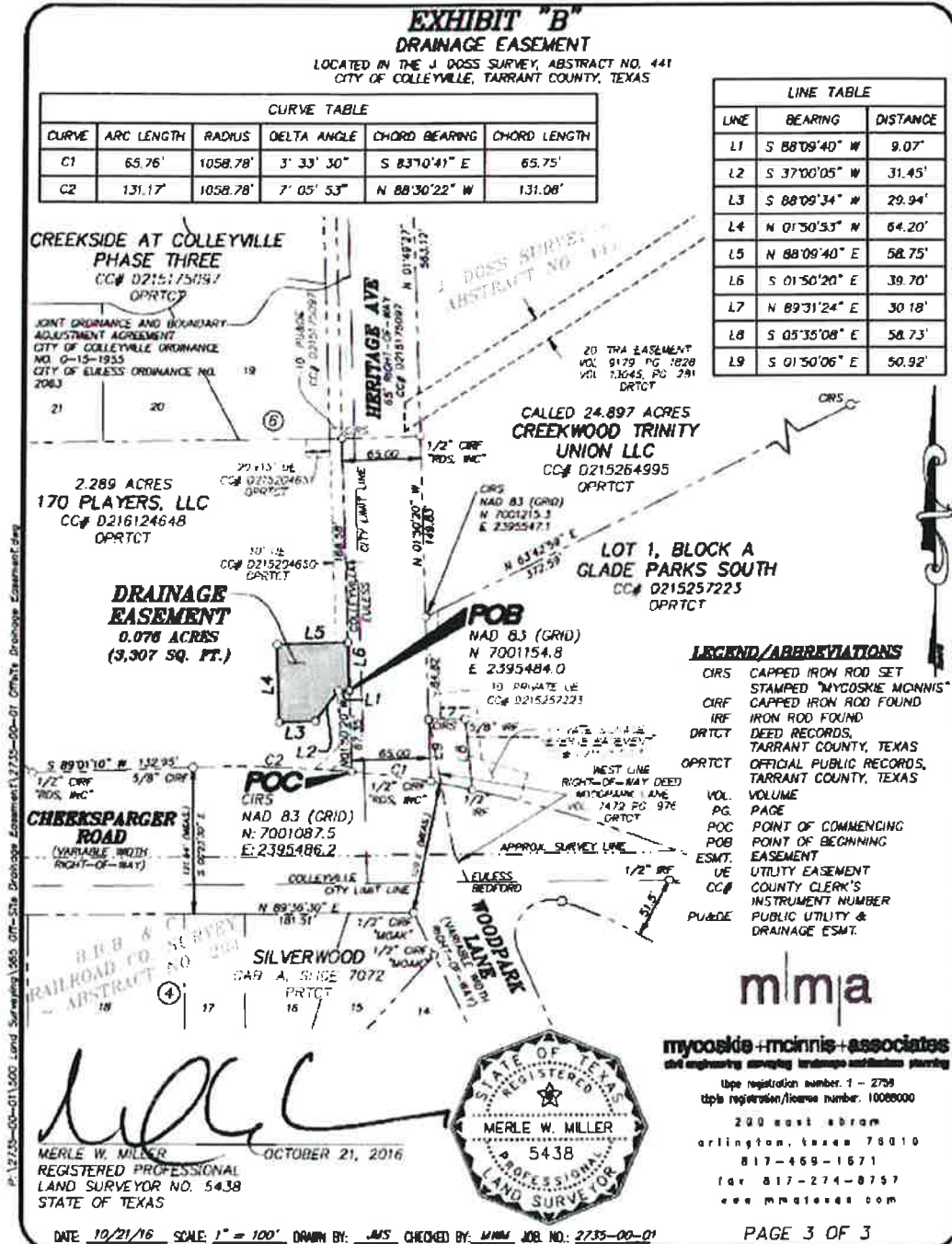
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 5438
STATE OF TEXAS

OCTOBER 21, 2016



EXHIBIT B

Depiction of Easement Area



DRAINAGE EASEMENT – Exhibit B, Depiction of Easement Area - Solo Page

4812-8388-2285v.2
3446-53 1/26/2016

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

When recorded, return to:

Winstead PC
Attn: Cole Gearhart
500 Winstead Building
2728 N. Harwood Street
Dallas, TX 75201

RIGHT-OF-WAY DEED

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

That 170 PLAYERS, LLC, a Texas limited liability company ("**Grantor**"), for and in consideration of the sum of \$10.00 and other good and valuable consideration in hand paid by the CITY OF COLLEYVILLE, TEXAS ("**Grantee**"), the receipt and sufficiency of which are hereby acknowledged, and subject to the exception and reservation set forth herein, has granted, sold, and conveyed, and by these presents does grant, sell, and convey unto Grantee, a right-of-way for public street purposes, including the right of ingress, egress, and regress therein, and the right to construct, maintain, and repair water lines, sewer lines, and any and all other public utilities deemed necessary by Grantee into, over, under, and through that certain tract of land described in Exhibit A attached hereto and further depicted in Exhibit B made part hereof ("**Property**"). Notwithstanding the foregoing, the CITY OF EULESS, TEXAS ("**Euless**"), hereby assumes all responsibility for constructing and maintaining the roadway on the Property, and in connection therewith, Grantee grants to Euless the right of ingress and egress over and across the Property for purposes of performing such construction and maintenance obligations.

Grantor herein hereby excepts from this conveyance and reserves to itself, its successors, and assigns all oil, gas, or other minerals in, on, and under and that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, and exploring the Property for oil, gas, and other minerals, and removing the same therefrom; provided, however, that Grantor does hereby expressly release and waive, on behalf of itself and its successors or assigns, including any future lessees of the mineral estate reserved hereby, all rights of ingress and egress and all other rights of every kind and character whatsoever to enter upon, use, or in any way disturb the surface of the Property, or any part thereof, including, without limitation, the right to enter upon the surface of the Property for purposes of exploring for, developing, drilling, producing, transporting, mining, treating, storing, or any other purpose incident to the development or production of the oil, gas, and other minerals in, on, and under the Property. Nothing herein contained shall ever be construed to prevent the

Grantor or its successors or assigns, from developing or producing the oil, gas, and other minerals in and under the Property by pooling or by directional drilling under the Property from well sites located on property other than the Property.

This conveyance is made subject to all matters of record to the extent they affect or relate to the Property.

To have and to hold the Property, together with all and singular the usual rights thereto in anywise belonging unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof by, through, or under Grantor, but not otherwise.

[The remainder of this page is intentionally left blank.]

Executed to be effective as of _____, 2017.

GRANTOR:

170 PLAYERS, LLC,
a Texas limited liability company,

By: _____
Name: Derick Murray
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me on the _____ day of _____,
2017, by Derick Murray, President of 170 PLAYERS, LLC, a Texas limited liability company,
on behalf of said limited liability company.

Notary Public, State of Texas

GRANTEE:

CITY OF COLLEYVILLE, TEXAS

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me on the _____ day of _____ 2017, by _____, the _____ of the CITY OF COLLEYVILLE, TEXAS, on behalf of said city.

[S E A L]

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

Grantee's Address:

City of Euless, Texas
Attn: City Manager
201 N. Ector Drive
Euless, TX 76039

EULESS:

CITY OF EULESS, TEXAS

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me on the _____ day of _____ 2017, by _____, the _____ of the CITY OF EULESS, TEXAS, on behalf of said city.

[S E A L]

Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary Public

EXHIBIT A

Description of Property

EXHIBIT "A" **HERITAGE AVENUE RIGHT-OF-WAY DEDICATION** **METES & BOUNDS DESCRIPTION**

BEING A 0.063 ACRE TRACT OF LAND LOCATED IN THE J. DOSS SURVEY, ABSTRACT NO. 441, CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS, BEING A PORTION OF A CALLED 2.289 ACRE TRACT OF LAND AS DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO 170 PLAYERS, LLC, A TEXAS LIMITED LIABILITY COMPANY, FILED FOR RECORD IN COUNTY CLERK'S INSTRUMENT NO. D216124648, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS (OPRTCT), SAID 0.063 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2 INCH CAPPED IRON ROD FOUND STAMPED "RDS, INC" FOR THE SOUTHEAST ADDITION CORNER OF CREEKSIDE AT COLLEYVILLE PHASE THREE, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN COUNTY CLERK'S INSTRUMENT NO. D215175097, SAME BEING THE SOUTHEAST CORNER OF A 65 FOOT RIGHT-OF-WAY DEDICATION FOR HERITAGE AVENUE, AND BEING ON THE WEST LINE OF A CALLED 24.897 ACRE TRACT OF LAND AS DESCRIBED IN THE GENERAL WARRANTY DEED TO CREEKWOOD TRINITY UNION LLC, A TEXAS LIMITED LIABILITY COMPANY, FILED FOR RECORD IN COUNTY CLERK'S INSTRUMENT NO. D215264995, OPRTCT, FROM WHICH A 1/2 INCH CAPPED IRON ROD FOUND STAMPED "RDS, INC" BEARS NORTH 01 DEGREES 49 MINUTES 27 SECONDS WEST, A DISTANCE OF 563.12 FEET, SAID COMMENCING POINT HAVING A NAD 83 - TEXAS COORDINATE SYSTEM POSITION (GRID) OF N: 7001365.1 E: 2395542.3 (BEARINGS & COORDINATE VALUES SHOWN HEREON ARE IN REFERENCE TO THE NAD 83 - TEXAS COORDINATE SYSTEM - NORTH CENTRAL ZONE, 4202, BASED ON GPS OBSERVATIONS UTILIZING THE LEICA GPS REFERENCE NETWORK);

THENCE SOUTH 88 DEGREES 07 MINUTES 38 SECONDS WEST, ALONG THE SOUTH LINE OF SAID CREEKSIDE AT COLLEYVILLE PHASE THREE, A DISTANCE OF 54.98 FEET, TO THE POINT OF BEGINNING, SAID BEGINNING POINT HAVING A NAD 83 - TEXAS COORDINATE SYSTEM POSITION (GRID) OF N: 7001363.2 E: 2395487.4;

THENCE SOUTH 01 DEGREES 50 MINUTES 05 SECONDS EAST, ALONG THE CITY LIMIT LINE OF THE CITY OF COLLEYVILLE AND THE CITY OF EULESS, TARRANT COUNTY, TEXAS, PER THE JOINT ORDINANCE AND BOUNDARY ADJUSTMENT AGREEMENT, CITY OF COLLEYVILLE ORDINANCE NO. 0-15-1955 AND CITY OF EULESS ORDINANCE NO. 2063, A DISTANCE OF 276.90 FEET, TO A POINT FOR CORNER, BEING ON THE NORTH RIGHT-OF-WAY LINE OF CHEEKSPARGER ROAD, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, AND BEING ON A CURVE TO THE LEFT HAVING A RADIUS OF 1058.78 FEET, FROM WHICH A 1/2 INCH CAPPED IRON ROD FOUND STAMPED "RDS, INC" ON SAID CURVE BEARS A CHORD BEARING AND DISTANCE OF SOUTH 82 DEGREES 54 MINUTES 19 SECONDS EAST, 55.67 FEET;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00 DEGREES 32 MINUTES 44 SECONDS, AN ARC LENGTH OF 10.08 FEET, AND HAVING A LONG CHORD WHICH BEARS NORTH 84 DEGREES 41 MINUTES 04 SECONDS WEST, A CHORD LENGTH OF 10.08 FEET, TO A 5/8 INCH CAPPED IRON ROD SET STAMPED "MYCOSKIE MCINNIS";

THENCE NORTH 01 DEGREES 50 MINUTES 20 SECONDS WEST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, AND OVER AND ACROSS SAID CALLED 2.289 ACRE TRACT OF LAND, A DISTANCE OF 275.63 FEET, TO A 5/8 INCH CAPPED IRON ROD SET STAMPED "MYCOSKIE MCINNIS", BEING ON THE SOUTH LINE OF SAID CREEKSIDE AT COLLEYVILLE PHASE THREE;

THENCE NORTH 88 DEGREES 07 MINUTES 38 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 10.02 FEET, TO THE POINT OF BEGINNING, AND CONTAINING 0.063 ACRES (2,766 SQUARE FEET) OF LAND, MORE OR LESS.

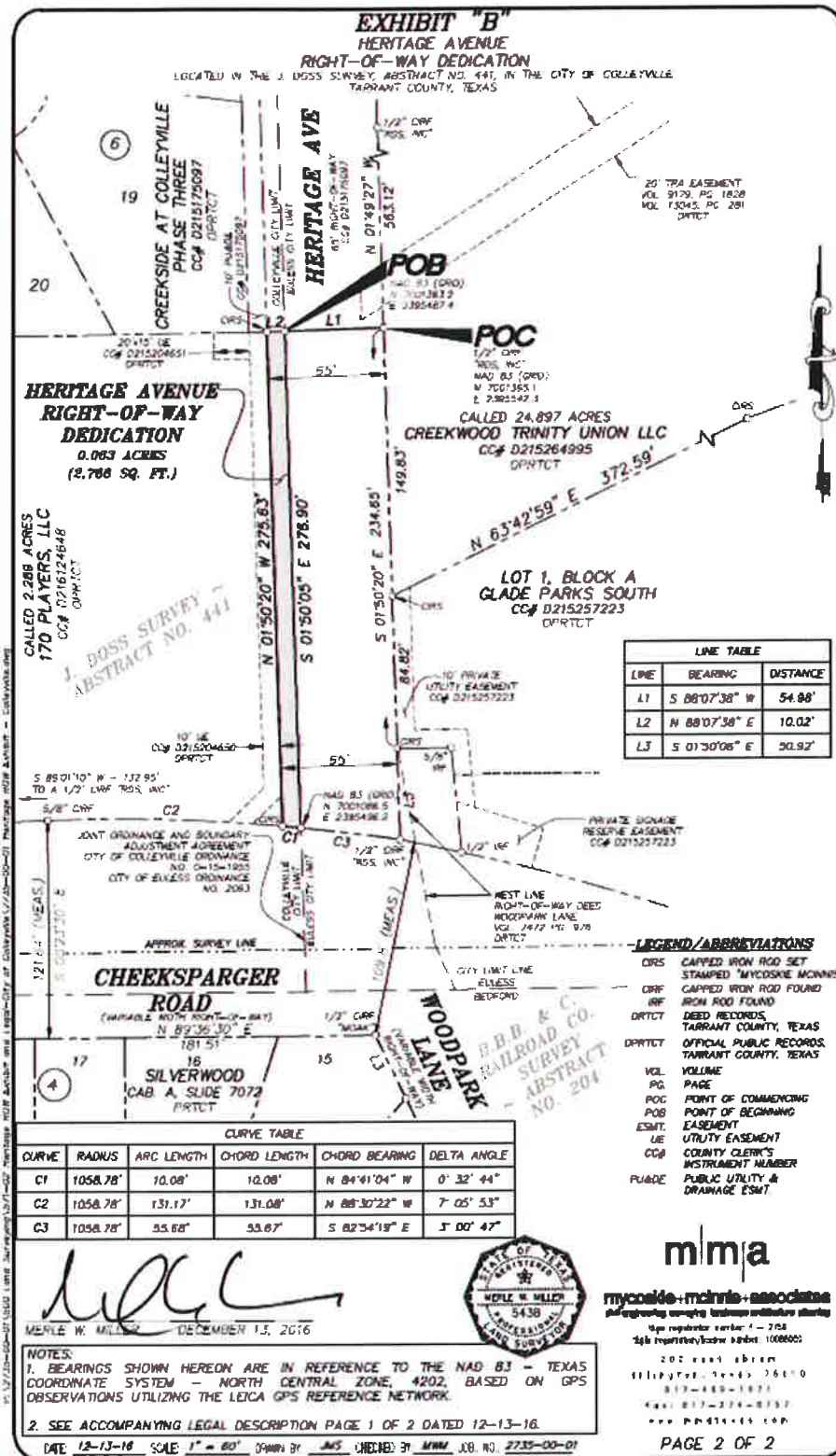
SEE ACCOMPANYING EXHIBIT "B" DATED DECEMBER 13, 2016


REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5438
STATE OF TEXAS
DECEMBER 13, 2016



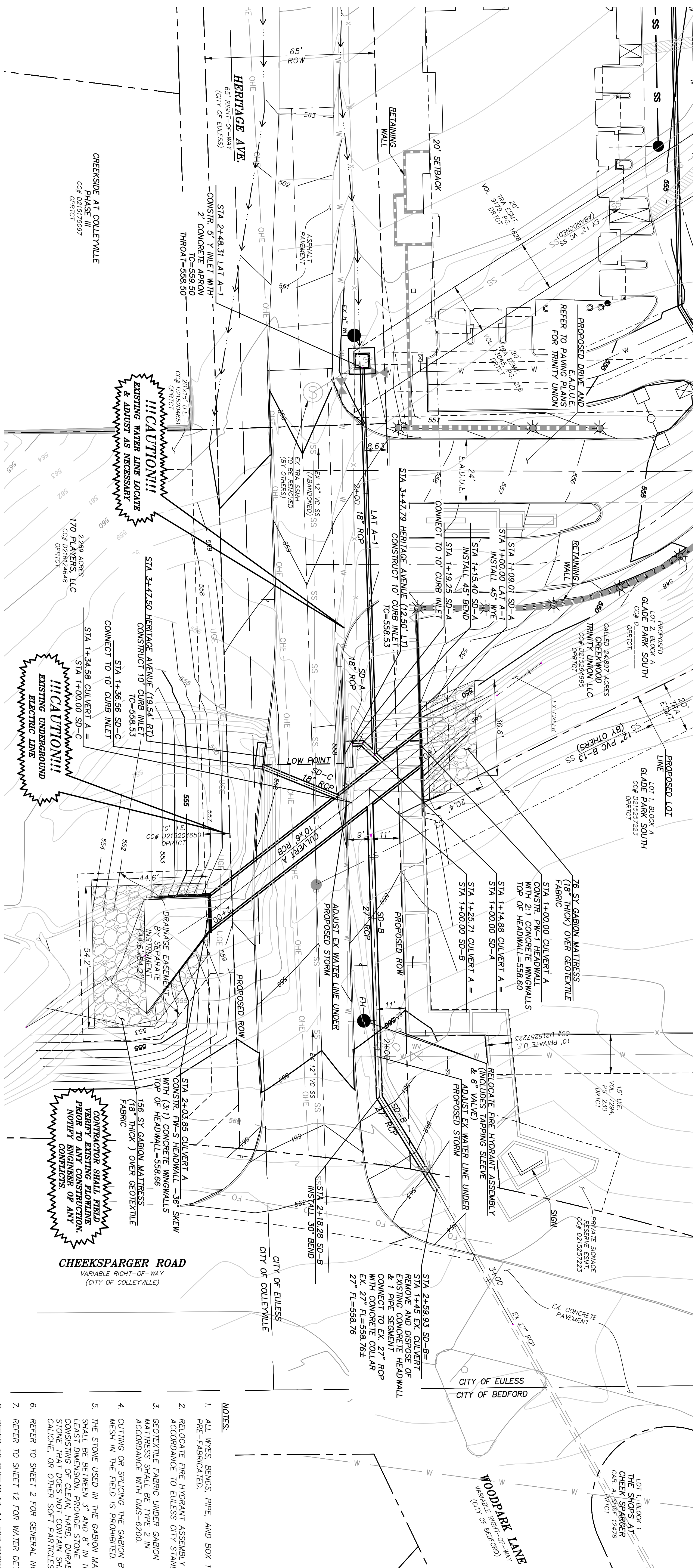
EXHIBIT B

Depiction of Property



RIGHT-OF-WAY DEED – Exhibit B, Depiction of Property – Solo Page

4816-7644-2669v.2
3446-53 1/26/2016



- NOTES:

1. ALL WYES, BENDS, PIPE, AND BOX TO BE PRE-FABRICATED.

2. RELOCATE FIRE HYDRANT ASSEMBLY IN ACCORDANCE TO EULESS CITY STANDARDS.
3. GEOTEXTILE FABRIC UNDER GABION MATRESS SHALL BE TYPE 2 IN ACCORDANCE WITH DMS-6200.
4. CUTTING OR SPlicing THE GABION BASKET MESH IN THE FIELD IS PROHIBITED.
5. THE STONE USED IN THE GABION MATRESS SHALL BE BETWEEN 3" AND 8" IN THEIR LEAST DIMENSION. PROVIDE STONE CONSISTING OF CLEAN, HARD, DURABLE STONE THAT DOES NOT CONTAIN MARL, SHALE, CLAYE, OR OTHER SOFT PARTICLES.
6. REFER TO SHEET 2 FOR GENERAL NOTES.
7. REFER TO SHEET 12 FOR WATER DETAILS.
8. REFER TO SHEETS 13-14 FOR STORM DETAILS.

BENCHMARK:

BM #1
CITY OF EULESS BM E15
PUBLISHED ELEVATION - 531.40
NAD 83 (GRID) DATA
N 7000765.0 E 2399009.7

3"x CU SET IN CONCRETE SIDEWALK, 6.5'
WEST OF WEST CURB LINE RIO GRANDE BLVD.;
175' NORTH OF NORTH CURB LINE
CHECKSPARER ROAD; 126' SOUTHEAST OF AN
EXISTING FH
PROJECT ELEVATION = 547.43
NAD 83 GRID DATA
7007052.3 E 2397146.1

GENERAL UTILITY NOTES:

ALL EXISTING UTILITY DATA IS PROVIDED FOR INFORMATION ONLY. ALTHOUGH THIS DATA IS SHOWN AS ACCURATE, AS POSSIBLE, THE CONTRACTOR IS CAUTIONED THAT THE OWNER AND THE ENGINEER NEITHER ASSUMES NOR IMPLIES ANY RESPONSIBILITY FOR THE ACCURACY OF THIS DATA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY AFFECTED AND VERIFY THESE LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.

HERITAGE AVENUE IMPROVEMENTS

STORM DRAIN PLAN

EULESS, TEXAS

PROJECT TITLE:
HERITAGE AVENUE
IMPROVEMENTS

mima

mycoskie+mcinnis+associates
civil engineering surveying landscape architecture planning

200 east abram
orlington, texas 760
817-469-1671
fax: 817-274-8751
www.mmotexos.com



11/18/16

PROJECT MANAGER: J. SUMPTER

CHECKED BY: A. CASCO

[illegible]

STORM DRAIN

“A” “CIVIL”

SD-A, SD-B,
& SD-C

SHEET NO.



City of Colleyville City Council Agenda Briefing

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

Agenda Number 5c

Agenda Date 06/20/2017

Number Resolution R-17-4145

Type Resolution

Department Information Services

Title

Approval of renewal contracts with Spectrum, for internet service to City facilities, in an amount not to exceed \$90,876 a year, and authorizing the city manager to execute the contracts

Strategic Plan

2.1 Provide responsive, efficient city services

Explanation

Reading and Public Hearing

The City of Colleyville has been doing business with Spectrum, the company formerly known as Time Warner Cable, as a fiber internet and local area network provider since May of 2011. Spectrum provides the City with Fiber Internet Access (FIA) at two locations, Ethernet Local Area Network (ELAN) connections at all buildings, and Primary Rate Interface (PRI) telephone services Citywide.

Time Warner contracts expired in May of 2017, which has allowed the City the opportunity to seek replacement contracts at a lower price, with a substantial decrease in term, and considerable increase in service. The new contract provides enough service to eliminate an existing independent circuit between Colleyville and Keller and dedicated internet services at Colleyville Center for a total savings of \$6,426 annually.

The new contract allows for a decrease in length of term to three years for the FIA and PRI, and one year term for the ELAN, as the City will be providing the local area connections through City owned fiber in the near future.

The service increases are substantial with the FIA increasing by 500% and the ELAN increasing by 350% across all of the City buildings as a whole. This will increase the service capability to all City provided services.

Service providers AT&T and Frontier Communications were given the ability to compete for the service contracts. AT&T was not able to meet the service levels provided by Spectrum at the same pricing and Frontier Communications was not able to provide service to all of the City buildings. The city of Colleyville has been a customer of Spectrum since May of 2011 and recommends moving forward with the new contracts.

Financial Impact

It is anticipated there will be an annual savings of \$6,426.

Recommendation

Approve

Attachments

1. City Hall Contract
2. Justice Center Contract
3. City ISP Network



Account Executive: Redrick Johnson
Phone: 972-630-5056 ext:
Cell Phone: 214-406-7906
Fax: 469-464-4022
Email: redrick.johnson@charter.com

Spectrum Customer Service Order

Order # 8686808

Customer Information: Customer Code		
Business Name	CITY OF COLLEYVILLE (RK)	Customer Type: Existing Customer
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
*****9664		
Billing Address		
Attention To:		Account Number
100 MAIN ST COLLEYVILLE TX 76034		8260130120007854
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Sue Kralich	(817) 503-1013	skralich@colleyville.com
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Chris Pena	(817) 503-1081	cpena@colleyville.com
Technical Contact	Technical Contact Phone	Technical Contact Email Address
ISM TEAM	(817) 503-1080	ism-all@colleyville.com

Fiber Internet and Ethernet Service Order Information For 100 Main St Fiber Colleyville TX 76034

Site Name	Address Location	Location Type	Bandwidth
	100 Main St Colleyville, TX 76034		

Current Services and Monthly charges At 100 Main St Unit Fiber, Colleyville TX 76034

Description	Quantity	Sales Price	Monthly Recurring Total
Comml Accnt	1	\$0.00	\$0.00
Ethernet ELAN HUB	1	\$0.00	\$0.00
*Total			\$0.00

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 100 Main St Unit Fiber, Colleyville TX 76034

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
ELAN Intrastate 200 Mbps	2	\$1,050.00	\$2,100.00	12 Months
ELAN Intrastate 50 Mbps	5	\$570.00	\$2,850.00	12 Months
Fiber Internet 200Mbps	1	\$1,299.00	\$1,299.00	36 Months
*Total			\$6,249.00	

*Prices do not include taxes and fees.

One Time fees At 100 Main St Unit Fiber, Colleyville TX 76034

Description	Quantity	Sales Price	Total
Fiber Internet Access Change Fee	1	\$0.00	\$0.00
Total			\$0.00

*Prices do not include taxes and fees.

Special Terms**Electronic Signature Disclosure**

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed



Account Executive: Redrick Johnson
Phone: 972-630-5056 ext:
Cell Phone: 214-406-7906
Fax: 469-464-4022
Email: redrick.johnson@charter.com

Spectrum Customer Service Order

Order # 8755282

Customer Information: Customer Code		
Business Name	CITY OF COLLEYVILLE (RK)	Customer Type: Existing Customer
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
*****9664		
Billing Address		
Attention To:	Account Number	
100 MAIN ST COLLEYVILLE TX 76034	8260130120007854	
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Sue Kralich	(817) 503-1013	skralich@colleyville.com
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Chris Pena	(817) 503-1081	cpena@colleyville.com
Technical Contact	Technical Contact Phone	Technical Contact Email Address
ISM TEAM	(817) 503-1080	ism-all@colleyville.com

Trunk Service Order Information For 5201 Riverwalk Dr Colleyville TX 76034					
Current LEC	Current IXC	LEC BTN(S)	E-911 Location 1	E-911 Location 2	E-911 Location 3

Fiber Internet and Ethernet Service Order Information For 5201 Riverwalk Dr Colleyville TX 76034

Site Name	Address Location	Location Type	Bandwidth
	5201 Riverwalk Dr Colleyville, TX 76034		50 Mbps

Current Services and Monthly charges At 5201 Riverwalk Dr , Colleyville TX 76034

Description	Quantity	Sales Price	Monthly Recurring Total
Multi P	1	\$0.00	\$0.00
Pri Order	2	\$0.00	\$0.00
Ty2Offnet	1	\$0.00	\$0.00
1 Gig Port	1	\$0.00	\$0.00
Bc Trk Tns	1	\$0.00	\$0.00
Trunk E911	22	\$0.00	\$0.00
Comm1 Acct	1	\$0.00	\$0.00
DO NOT PRINT	1	\$0.00	\$0.00
ETHERNET HUB	1	\$0.00	\$0.00
Ethernet Spoke	1	\$0.00	\$0.00
Trunk-MAIN NUMBER	1	\$0.00	\$0.00
Ethernet Interstate	1	\$0.00	\$0.00
DATA CIRCUIT - BASIC	1	\$0.00	\$0.00
DID BLOCK 100 NUMBERS	3	\$15.00	\$45.00
PRioFiber Alcatel Tags	1	\$0.00	\$0.00
*Total			\$45.00

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 5201 Riverwalk Dr , Colleyville TX 76034

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
BC PRI TRUNK SINGLE	1	\$425.00	\$425.00	36 Months
Fiber Internet 100Mbps	1	\$899.00	\$899.00	36 Months
*Total			\$1,324.00	

*Prices do not include taxes and fees.

One Time fees At 5201 Riverwalk Dr , Colleyville TX 76034

Description	Quantity	Sales Price	Total
Fiber Internet Access Change Fee	1	\$0.00	\$0.00
Total			\$0.00

*Prices do not include taxes and fees.

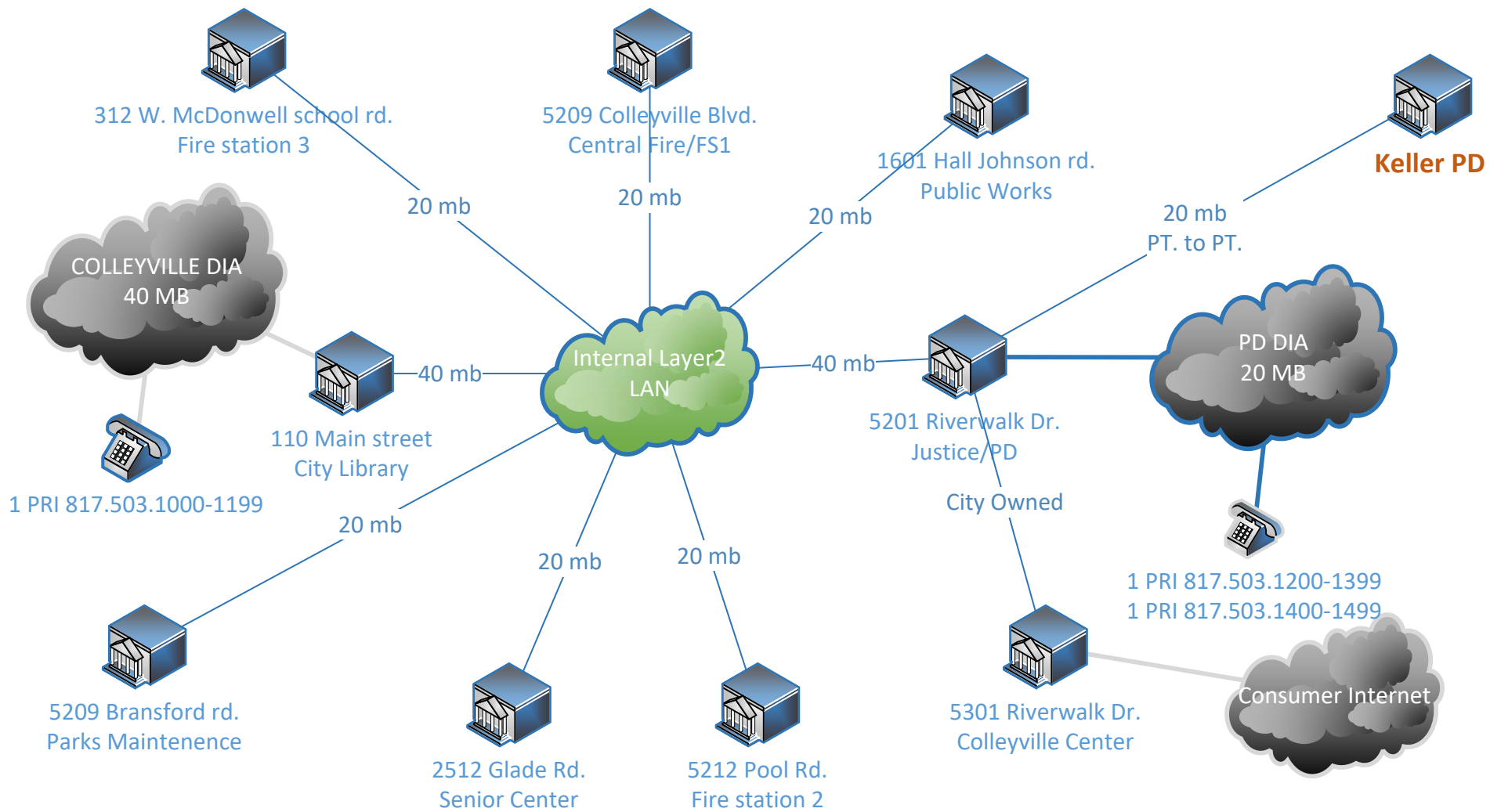
Special Terms**Electronic Signature Disclosure**

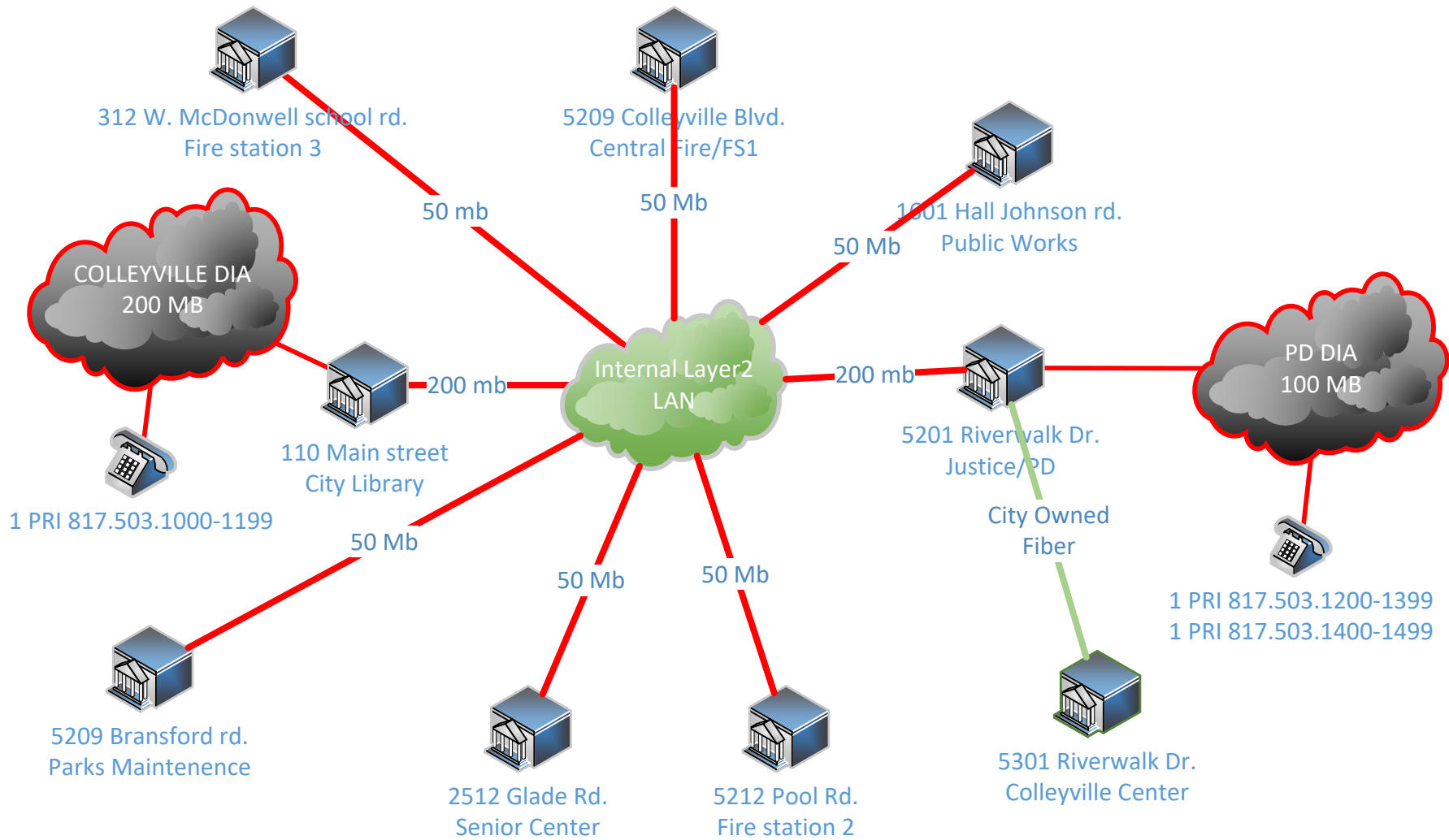
By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed







City of Colleyville City Council Agenda Briefing

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

Agenda Number 6a

Agenda Date 06/20/2017

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

Second Reading and Public Hearing

There were no speakers regarding this item at the June 6, 2017 City Council meeting. Per the request made by the City Council, the pricing sheet in the contract has been updated to include the price per cubic yard for residential bulk/brush collection in excess of the four cubic yard limit per collection, should a resident desire to have all items collected at once.

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, the front load commercial garbage rates would need to be increased by 7% from the prices included in their proposal. If the City Council desires to incorporate this change, the attached contract language will need to be changed prior to approval.

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

Christine Loven
Assistant 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 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
Excess Residential Bulk/Brush -	Per cubic Yard	\$	12.00	\$ 13.04	\$ 14.12

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 06/20/2017

Number Ordinance O-17-2013

Type Ordinance

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

Second Reading and Public Hearing

There were four speakers in opposition to this request at the June 6, 2017 City Council Meeting. The speaker cards are attached as City Council Speaker Cards in Opposition - June 6, 2017.

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. City Council Speaker Cards in Opposition - June 6, 2017
12. 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



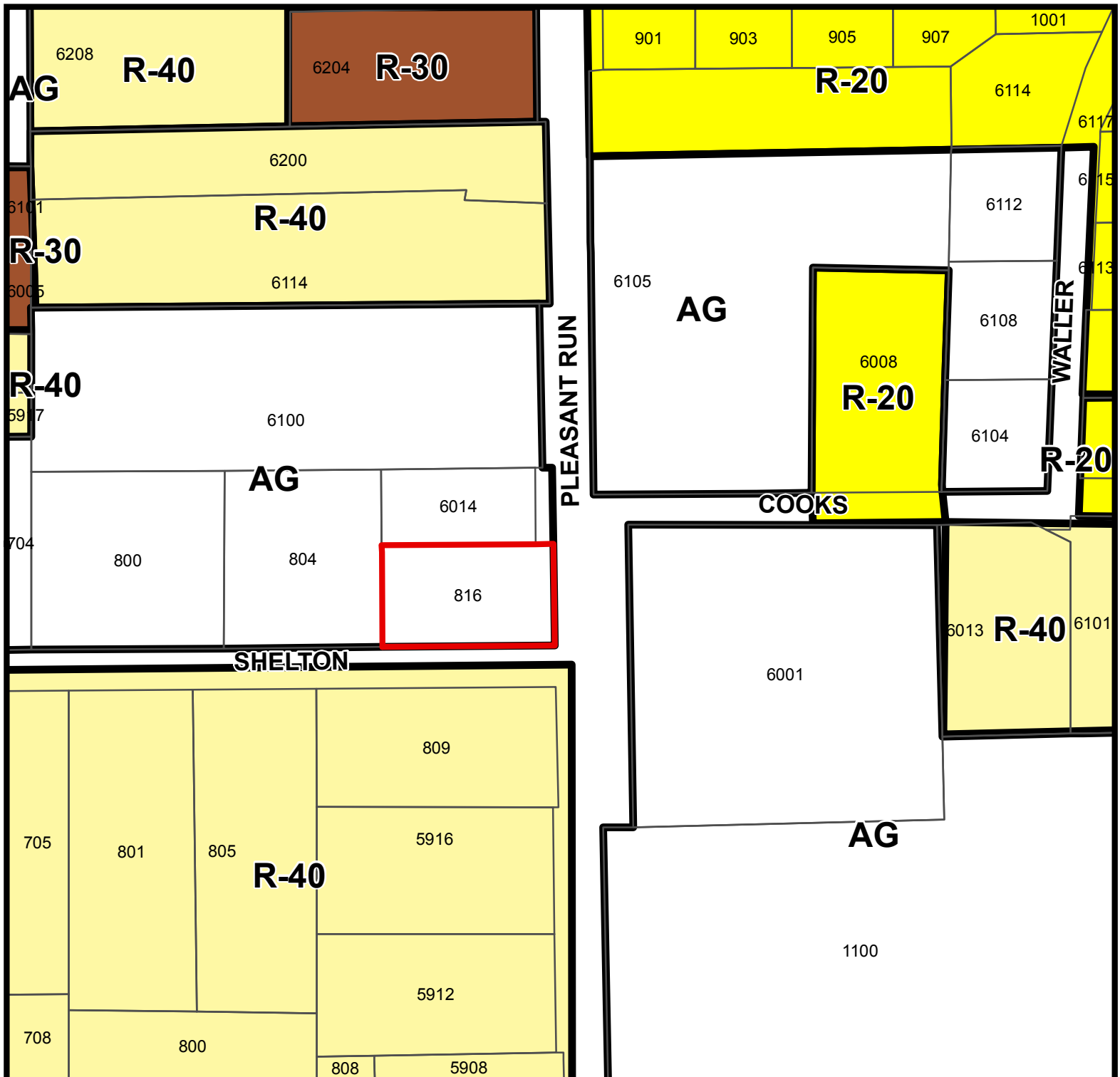
1 inch = 167 feet

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

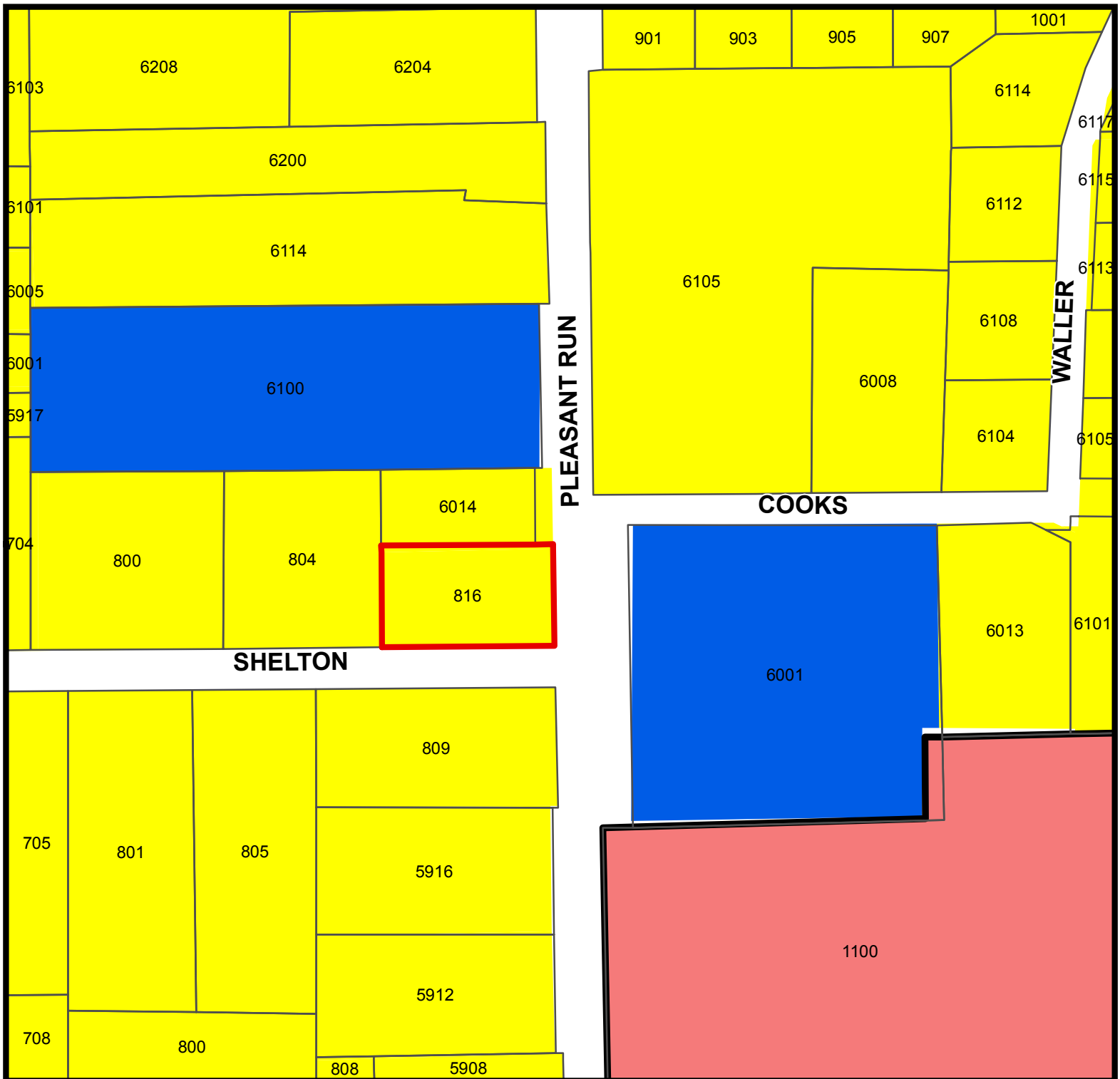
-  Subject Property
 -  AG Agricultural
 -  R-20 Single Family Residential (20,000 sq. ft. min)
 -  R-30 Single Family Residential (30,000 sq. ft. min)
 -  R-40 Single Family Residential (40,000 sq. ft. min)

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

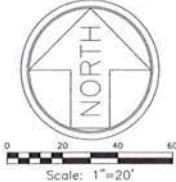


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Zoning Exhibit



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) plat only.
5. The Easement and Building Lines shown hereon are proposed and shall be created by the Minor Plat.
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.

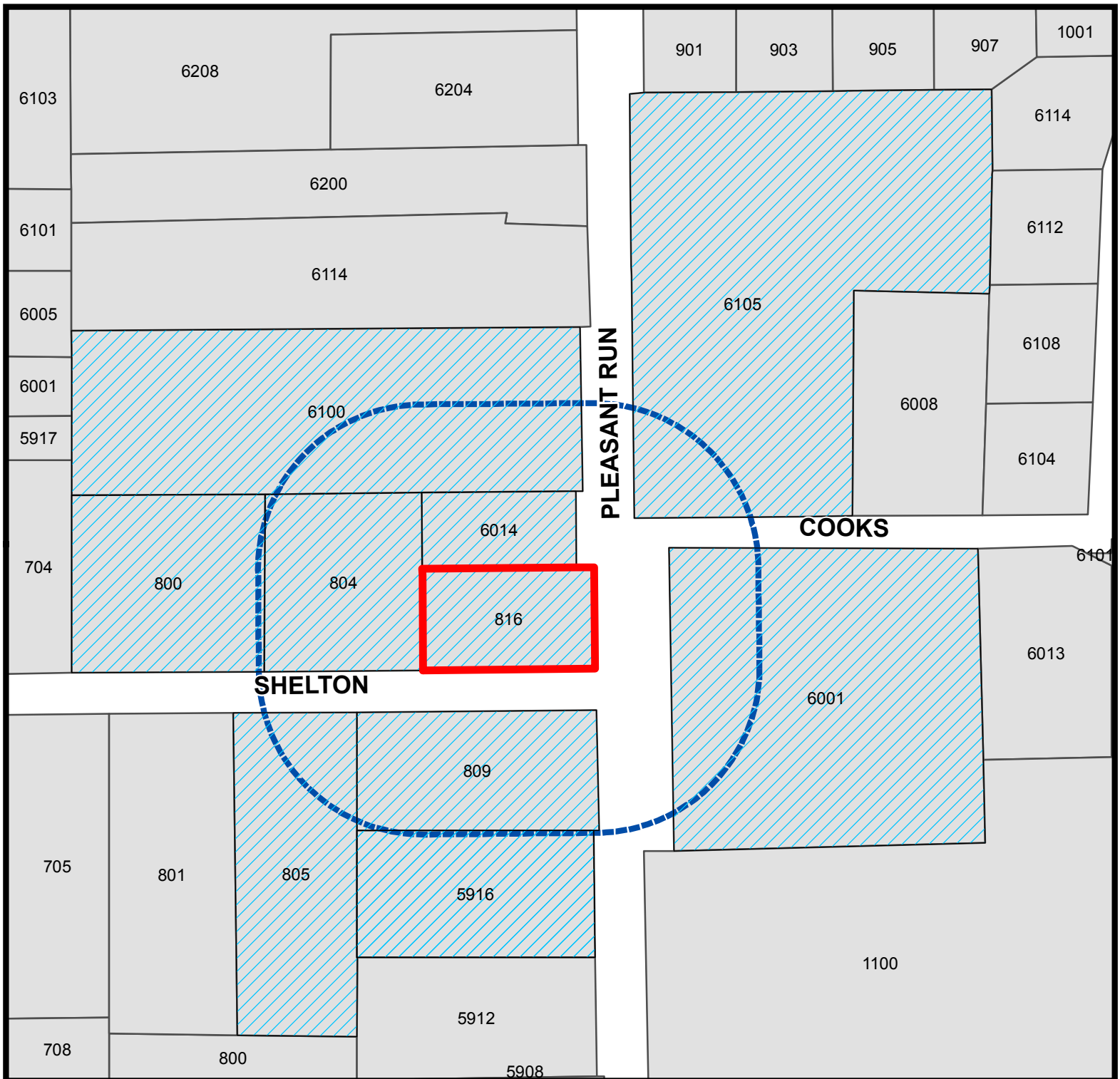
Gross Area: 0.57 Acre (24,646 SF) - Net Area: 0.48 Acre (20,792 SF)

Prepared February, 2017
Revised 03/14/17



Area Surveying, Inc.
Roger W. Hart, RPLS
Phone: (817) 254-4490 (FAX): (817) 254-4491
Fax: (817) 254-4491 (FAX): (817) 254-4491
Email: Roger.Hart@area-surveying.com

NOTIFICATION MAP



ZC17-003

816 SHELTON DRIVE

-  Subject Property
-  Properties within 200ft
-  200ft Buffer



1 inch = 167 feet

Vicinity Map



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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.

SPEAKER CARD

Date: 6.6.17

Agenda Item Number: 6B ← Item must be completed!

For example: **5a (this can be found on the far left side of the agenda copy)**

Do you have special technology needs, such as loading photos, connecting a laptop or tablet, during your time to speak? _____ Yes _____ ☒ No

_____ I will speak **In Support** of this item. ☒ I will speak **In Opposition** to this item.

_____ I do not wish to speak, but please record my: _____ support _____ opposition

Name: Donna Walker

Address: 804 Shelton Dr

City: Colleyville

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: Donna Walker

This information is a Public Record

SPEAKER CARD

Date: 6/6/17

Agenda Item Number: 6B ← Item must be completed!

For example: **5a (this can be found on the far left side of the agenda copy)**

Do you have special technology needs, such as loading photos, connecting a laptop or tablet, during your time to speak? Yes ✓ No

 I will speak **In Support** of this item. ✓ I will speak **In Opposition** to this item.

 I do not wish to speak, but please record my: **support** **opposition**

Name: Lisa Grossman

Address: 6014 Pleasant Run Rd. City: Colleyville

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: Lisa Grossman

This information is a Public Record

SPEAKER CARD

Date: 6-6-17

Agenda Item Number: 6b ← Item must be completed!

For example: 5a (this can be found on the far left side of the agenda copy)

Do you have special technology needs, such as loading photos, connecting a laptop or tablet, during your time to speak? ____ Yes X No

____ I will speak **In Support** of this item. X I will speak **In Opposition** to this item.

____ I do not wish to speak, but please record my: ____ support ____ opposition

Name: JAMES B. DAY

Address: 805 Shelton Dr City: Colleyville

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: James B. Day

This information is a Public Record

SPEAKER CARD

Date: 6-6-17

Agenda Item Number: 6B ← Item must be completed!

For example: **5a (this can be found on the far left side of the agenda copy)**

Do you have special technology needs, such as loading photos, connecting a laptop or tablet, during your time to speak? Yes ✓ No

 I will speak **In Support** of this item. ✓ I will speak **In Opposition** to this item.

 I do not wish to speak, but please record my: **support** **opposition**

Name: Kathy Hadley

Address: 204 N. Timberline City: Colleyville

I understand I am limited to speaking for five minutes. For agenda items not listed on the agenda as a Public Hearing, City Council cannot respond to speakers in accordance with the Texas Open Meetings Law, Chapter 551 of the Texas Local Government Code. This includes persons speaking under the Citizen's Comments section of the agenda.

Signed: Kathy Hadley

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

Christine Loven
Assistant City Secretary

Richard Newton
Mayor

APPROVED AS TO FORM AND LEGALITY:

Whit Wyatt
City Attorney

Exhibit "A"- Zoning Map

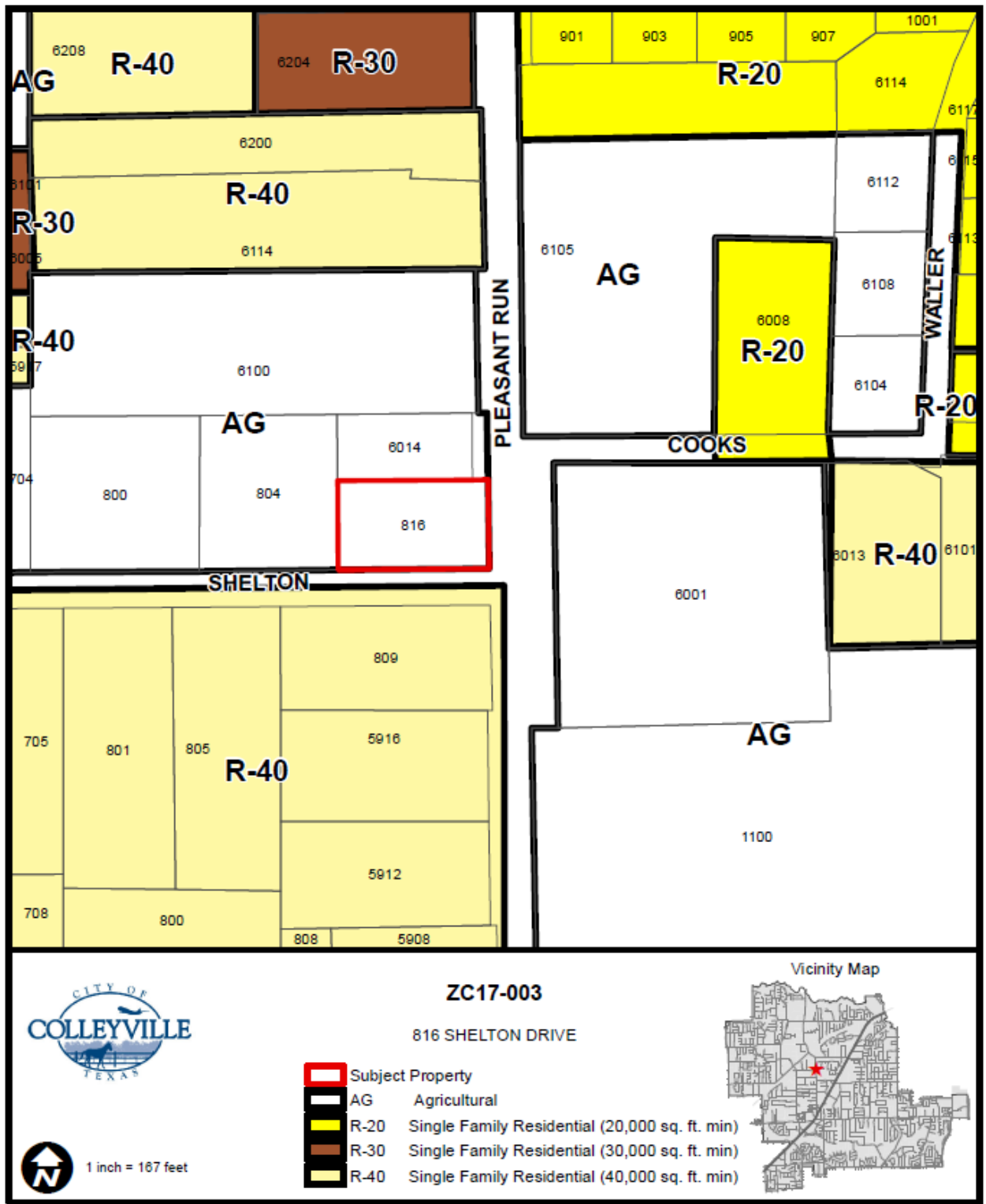


Exhibit “B”- Metes & Bounds Description

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 06/20/2017

Number Resolution R-17-4146

Type Resolution

Department City Manager

Title

Consideration of a resolution requesting the Texas Legislature to transfer gas utility ratemaking authority from the Texas Railroad Commission to the Texas Public Utility Commission

Strategic Plan

2.1 Provide responsive, efficient city services

Explanation

Reading and Public Hearing

The attached resolution has been prepared at the request of Councilmember Dodson. Gas utility ratemaking authority is currently held by the Texas Railroad Commission. The proposed resolution requests that the Texas Legislature transfer this authority over gas rates to the Texas Public Utility Commission (PUC), which is better equipped and better suited to handle such ratemaking. The PUC is responsible for regulating electricity rates in Texas. Texas is currently the only state that divides responsibilities for gas and electricity rate regulation between two agencies. Further, most Texans are not aware of the connection between what they pay for home gas service and the Railroad Commission, causing widespread confusion that has allowed the agency to operate with less accountability to ratepayers.

Financial Impact

There is no financial impact to the City.

Recommendation

Approve

Attachments

1. Resolution R-17-4146

RESOLUTION R-17-4146

A RESOLUTION REQUESTING THE TEXAS LEGISLATURE TO TRANSFER GAS UTILITY RATEMAKING AUTHORITY FROM THE TEXAS RAILROAD COMMISSION TO THE TEXAS PUBLIC UTILITY COMMISSION

WHEREAS, of all the activities of the Texas Railroad Commission, none impacts so many Texans on a daily basis as its regulation of gas utility rates; and

WHEREAS, most Texans are not aware of the connection between what they pay for home gas service and the Railroad Commission, causing widespread confusion that has allowed the agency to operate with less accountability to ratepayers; and

WHEREAS, the current Railroad Commission process for establishing annual rate changes involves the gas utility proposing a rate increase and intervenors are not allowed to use Public Utility Commission (PUC) methods to challenge the proposed rate increase; and

WHEREAS, the substantive issues associated with setting electric utility rates and gas utility rates are nearly identical; and

WHEREAS, no other state divides responsibilities for gas and electricity rate regulation between two agencies; and

WHEREAS, the Railroad Commission has relatively limited resources that it can devote to the protection of ratepayers in rate cases; and

WHEREAS, the potential for conflicts of interest exist for the agency's three elected Commissioners in that the Commissioners exercise regulatory responsibility over industries that also contribute significant amounts to their election campaigns, whereas such a direct conflict does not exist for Public Utility Commission Commissioners; and

WHEREAS, no mandate exists in the Texas Constitution assigning to the Texas Railroad Commission its responsibility for setting gas rates and the Texas Legislature can transfer gas utility ratemaking authority to the PUC through a simple statutory change.

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

- Sec. 1. THAT the Colleyville City Council hereby requests the Texas Legislature to immediately transfer the responsibility for regulation of gas rates from the Railroad Commission to the Public Utility Commission.
- Sec. 2. THAT the hearings division at the Railroad Commission be transferred to the State Office of Administrative Hearings.

AND IT IS SO RESOLVED.

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

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

ATTEST:

CITY OF COLLEYVILLE

Christine Loven
Assistant 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 8a
Type Report
Department Finance

Agenda Date 06/20/2017

Number

Title

Monthly Financial Report - May 2017

Explanation

General Fund

Ad Valorem Taxes

Taxes of \$13,386,162 were collected, including penalty and interest, versus \$12,783,048 as of May 31, 2016 (4.72% increase).

Collection rate: 98.12%;

Percent Budget Collected: 100.32%

Franchise Revenue

Franchise fee revenue is currently 4.49% below last year's collections.

The revenue collected from electric utility sources is \$14,467 below budget, although 98.56% of this year's budget has been collected.

Annual collections from Atmos Gas were 95.59% of budget.

Verizon/Others continue to outpace last year by almost 43.67% (\$17,353).

Cable TV continues to lag down 10.10% compared to the prior year.

Refuse/Recycling is down 3.08% from the prior year.

Sales & Beverage Taxes

Total Sales Taxes and Mixed Beverage Tax, increased 3.91% (\$73,767) compared to the prior year.

Year to Date sales tax revenues increased 3.71% (\$67,012) over the same period last year.

The year to date mixed beverage tax is above the amount received for the same period last fiscal year by 8.54% (\$6,755).

Licenses & Permits

The total Licenses & Permits revenue is 23.23% below the same period last fiscal year. Revenue from permits this year is down due to the abnormally high building activity last year.

74.47% of the Revenue for the year has been collected after eight months, with an increase in the annual budget from the prior year.

Fines

Court and library fines, and alarm fee revenue was \$566,155 and is about 2.56% below last year's revenue.

Charges for Services

The overall category increased over last year by 13.33% or \$80,193 after trailing each month until April.

- Ambulance revenue is 21.79% (\$54,671) below last fiscal year.
- Recreation programs revenue is 29.77% (\$32,996) above last fiscal year.
- Engineering, Inspection and Testing is up 1,025% (\$69,767) over the prior year.
- Colleyville Center Rental revenue is higher than last year by 16.28% or \$21,910.

Expenditures

The average amount expended by the General Fund departments as of May 31, 2017 is 66.42% of the total budget.

UTILITY FUND

YTD Water Revenue:	\$389,764 more than the prior year
YTD Water Usage:	87.58 million gallons more than the prior year
Current month Water Usage:	72.06 million gallons more than the prior year
YTD Sewer Revenue:	\$113,084 or 4.65% more than the prior year
Overall Utility Revenue:	\$495,934 or 5.90% more than the prior year
Overall Revenue Collected:	57.20% of budget collected

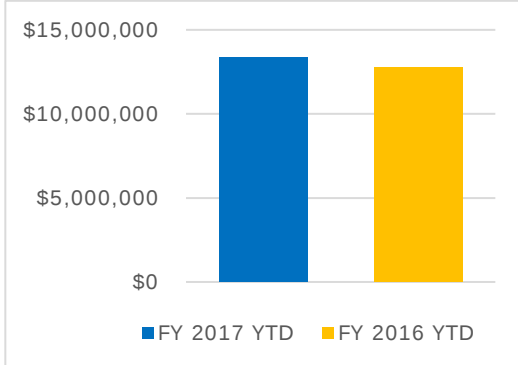
The average amount expended by the Utility Fund departments' operating budget as of May 31, 2017 was 91.12% of the total appropriations with 66.67% of the year completed.

Monthly Financial Report: May 2017

General Fund Revenues

Ad Valorem Taxes

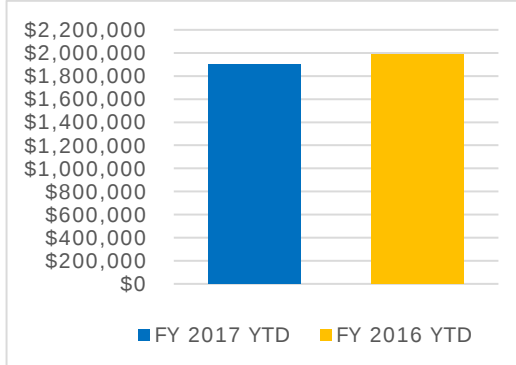
FY 2017 Budget: \$13,343,370



% Change FY/FY: 4.72%
 - Based on 2016 property values
 - Most collections in Dec., Jan., & Feb.

Franchise Fees

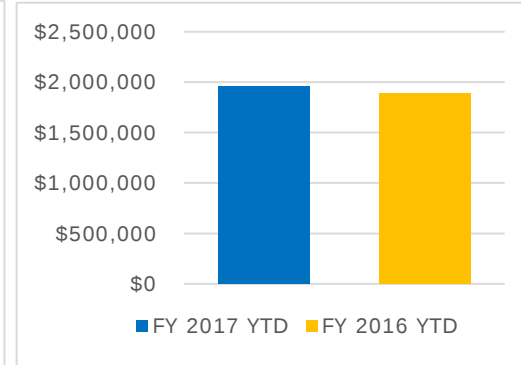
FY 2017 Budget: \$2,115,000



% Change FY/FY: -4.49%
 - Use of City ROW by utilities
 - Gas, Electricity, Telecom., Cable, Waste

Sales Taxes

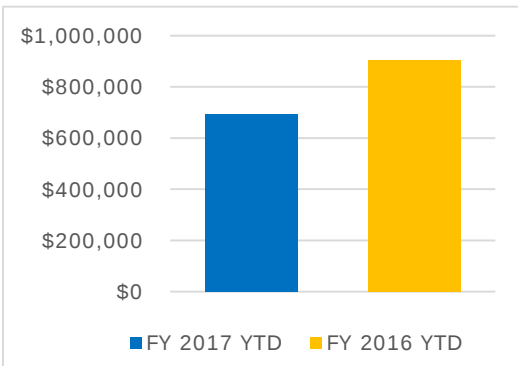
FY 2017 Budget: \$3,665,000



% Change FY/FY: 3.91%
 - Receipts are from sales 2 months prior
 - Also includes mixed beverage tax

Licenses & Permits

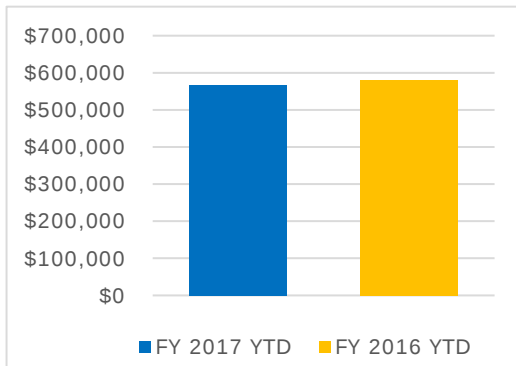
FY 2017 Budget: \$931,500



% Change FY/FY: -23.23%
 - Building, plumbing, mechanical, fence, electrical, sign, etc. permit fees

Fines

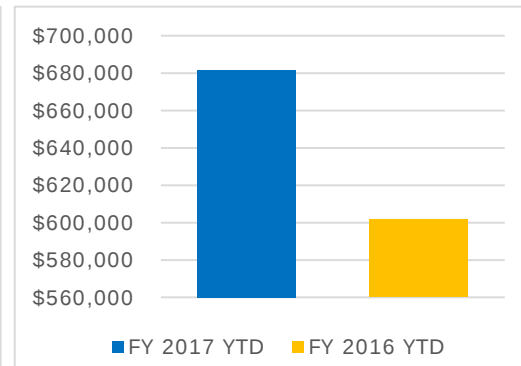
FY 2017 Budget: \$874,420



% Change FY/FY: -2.56%
 - Includes fines from citations, alarm fees, and library fines

Charges for Service

FY 2017 Budget: \$900,300

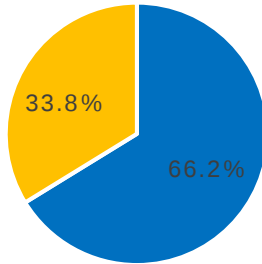


% Change FY/FY: 13.33%
 - Includes zoning, ambulance, parks/rec., engineering, & Colleyville Center charges

Monthly Financial Report: May 2017
General Fund Expenditures

Public Safety

FY 2017 Budget: \$9,669,103
% Expended: 66.2 %
 % Remaining: 33.8%

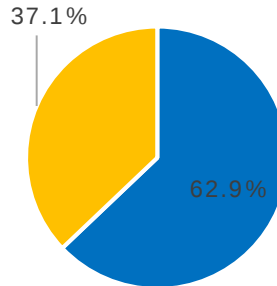


■ % Expended: ■ % Remaining:

Police, Fire, Courts

Public Works

FY 2017 Budget: \$3,225,948
% Expended: 62.9 %
 % Remaining: 37.1%

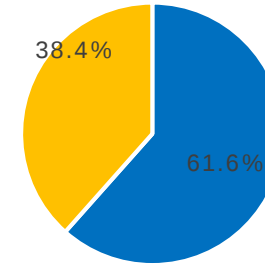


■ % Expended: ■ % Remaining:

**Engineering, Streets, Facilities
Fleet, Capital Equipment**

Development

FY 2017 Budget: \$1,026,458
% Expended: 61.6 %
 % Remaining: 38.4%

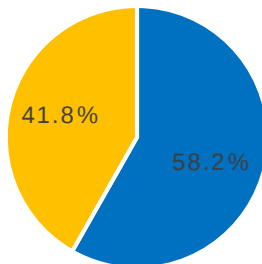


■ % Expended: ■ % Remaining:

**Building Inspection
Economic Development**

Operational Support

FY 2017 Budget: \$3,290,676
% Expended: 58.2 %
 % Remaining: 41.8%

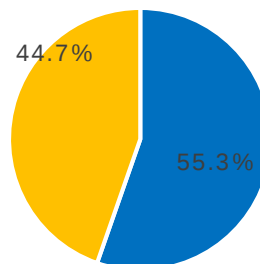


■ % Expended: ■ % Remaining:

**Communications, HR, Council
Finance, Legal, City Secretary
NonDept-Insurance,Gas,Elect,Tower**

Community Assets & Programs

FY 2017 Budget: \$2,783,978
% Expended: 55.3 %
 % Remaining: 44.7%

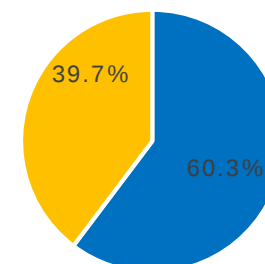


■ % Expended: ■ % Remaining:

**Parks, Recreation, Library
Colleyville Center**

Technology

FY 2017 Budget: \$908,598
% Expended: 60.3 %
 % Remaining: 39.7%



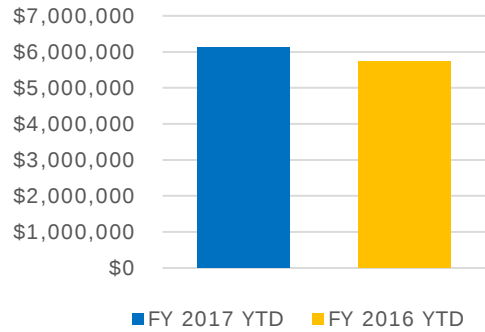
■ % Expended: ■ % Remaining:

Information Technology

Monthly Financial Report: May 2017

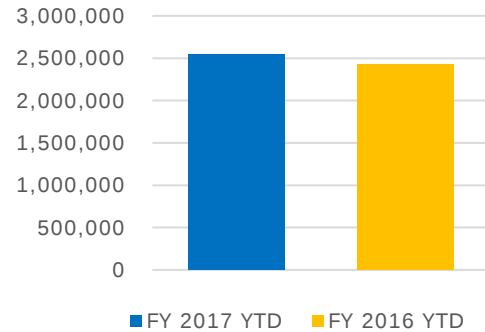
Utility Fund

Water Sales



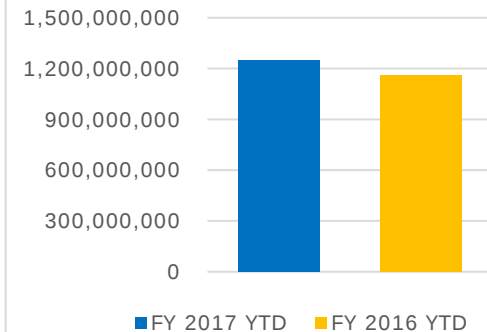
% Change FY/FY: 6.81%

Wastewater Sales



% Change FY/FY: 4.65%

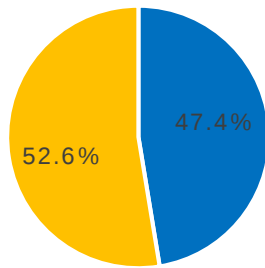
Gallons of Water Sold



% Change FY/FY: 7.55%

Utility Fund Expenditures

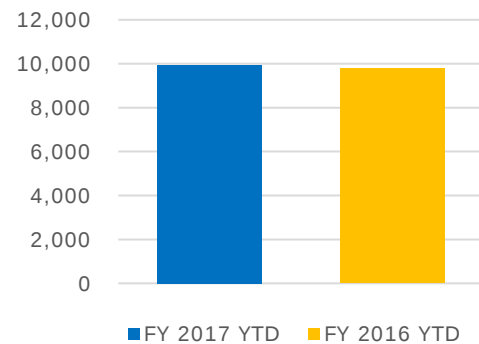
FY 2017 Budget: \$15,511,920
 % Expended: 47.4%
 % Remaining: 52.6%



■ % Expended: ■ % Remaining:

Number of Water Customers

FY 2017 YTD: 9,927
 FY 2016 YTD: 9,782



% Change FY/FY: 1.48%

Notes

Rainfall totals (in inches):
 Oct 16-May 17 17.69
 Oct 15-May 16 40.27

MONTHLY FINANCIAL REPORT - MAY 2017

GENERAL FUND		RECEIVED			RECEIVED	
	FY 2017	FY 2017 YTD	PERCENT	PERCENT OF	FY 2016 YTD	PERCENT
REVENUE SOURCE	BUDGET	AS OF	OF BUDGET	FISCAL YEAR	AS OF	CHANGE OVER
		5/31/2017	RECEIVED	COMPLETE	5/31/2016	PRIOR YEAR
Current Taxes	\$13,258,370	\$13,330,569	100.54%	66.67%	\$12,730,346	4.71%
Delinquent Taxes	30,000	12,684	42.28%	66.67%	20,513	-38.16%
Penalty & Interest	55,000	42,908	78.02%	66.67%	32,189	33.30%
TOTAL AD VALOREM TAXES	\$13,343,370	\$13,386,162	100.32%	66.67%	\$12,783,048	4.72%
Oncor Electric	\$900,000	\$889,222	98.80%	66.67%	\$903,933	-1.63%
Tri-County Electric	105,000	101,311	96.49%	66.67%	112,116	-9.64%
Atmos Gas	350,000	334,570	95.59%	66.67%	368,202	-9.13%
AT&T	70,000	46,931	67.04%	66.67%	50,497	-7.06%
Verizon/Others	60,000	57,090	95.15%	66.67%	39,737	43.67%
Refuse/Recycling	155,000	109,822	70.85%	66.67%	113,312	-3.08%
Cable TV	475,000	361,345	76.07%	66.67%	401,930	-10.10%
TOTAL FRANCHISE TAXES	\$2,115,000	\$1,900,289	89.85%	66.67%	\$1,989,727	-4.49%
Sales Tax	\$3,575,000	\$1,873,553	52.41%	66.67%	\$1,806,541	3.71%
Mixed Beverage Tax	90,000	85,887	95.43%	66.67%	79,132	8.54%
TOTAL SALES TAXES	\$3,665,000	\$1,959,440	53.46%	66.67%	\$1,885,673	3.91%
Building	\$600,000	\$433,201	72.20%	66.67%	\$563,911	-23.18%
Plumbing	55,000	39,295	71.45%	66.67%	52,600	-25.29%
Mechanical	35,000	29,477	84.22%	66.67%	41,947	-29.73%
Electrical	45,000	38,229	84.95%	66.67%	51,846	-26.26%
City License	35,000	40,000	114.29%	66.67%	43,449	-7.94%
Building Plan Review Fee	110,000	63,464	57.69%	66.67%	92,267	-31.22%
New Business	3,500	4,910	140.29%	66.67%	4,311	13.89%
Sign Permit	7,000	6,635	94.79%	66.67%	7,840	-15.37%
Fence Permit	10,000	13,025	130.25%	66.67%	12,725	2.36%
Fire Permits	16,000	8,240	51.50%	66.67%	16,205	-49.15%
Irrigation Permit	15,000	17,181	114.54%	66.67%	16,317	5.30%
TOTAL LICENSES & PERMITS	\$931,500	\$693,656	74.47%	66.67%	\$903,493	-23.23%
Fines	\$800,000	\$521,121	65.14%	66.67%	\$532,201	-2.08%
Alarm Fees	53,000	32,597	61.50%	66.67%	35,199	-7.39%
Library Fines	21,420	12,436	58.06%	66.67%	13,651	-8.90%
TOTAL FINES	\$874,420	\$566,155	64.75%	66.67%	\$581,050	-2.56%

MONTHLY FINANCIAL REPORT - MAY 2017

REVENUE SOURCE	FY 2017 BUDGET	RECEIVED AS OF 5/31/2017	PERCENT OF BUDGET RECEIVED	PERCENT OF FISCAL YEAR COMPLETE	RECEIVED AS OF 5/31/2016	PERCENT CHANGE OVER PRIOR YEAR
Re-zoning	\$10,000	\$6,410	64.10%	66.67%	\$5,220	22.79%
Plat Fee/Site Plan/Landscaping Plan Fee	8,200	6,873	83.81%	66.67%	5,368	28.04%
Board of Adjustment	2,000	2,500	125.00%	66.67%	1,650	51.52%
Sale of Material	100	21	21.00%	66.67%	413	-94.92%
Weed Mowing	6,500	13,538	208.28%	66.67%	5,264	157.17%
Ambulance	320,000	196,175	61.30%	66.67%	250,846	-21.79%
Recreation Program	165,000	143,840	87.18%	66.67%	110,844	29.77%
Non-Resident Fee Parks	39,000	44,240	113.44%	66.67%	43,800	1.00%
Field Use Charge	21,500	22,585	105.05%	66.67%	21,510	5.00%
Engineering & Inspection	62,500	59,800	95.68%	66.67%	399	100.00%
Material Testing	12,500	16,774	134.19%	66.67%	6,408	100.00%
Colleyville Center Rental	240,000	156,525	65.22%	66.67%	134,615	16.28%
Lot Drainage Insp Fee	13,000	12,500	96.15%	66.67%	15,250	-18.03%
TOTAL CHARGES FOR SERVICE	\$900,300	\$681,781	75.73%	66.67%	\$601,588	13.33%
SRO Officer Reimb	\$98,996	\$0	0.00%	66.67%	\$94,282	-100.00%
Keller Court	227,697	119,734	52.58%	66.67%	123,845	-3.32%
TOTAL INTERGOVERNMENTAL	\$326,693	\$119,734	36.65%	66.67%	\$218,127	-45.11%
Sale of Surplus Property	\$5,000	\$0	0.00%	66.67%	\$23,339	-100.00%
Interest Income	25,000	37,114	148.46%	66.67%	16,262	128.22%
Miscellaneous	55,000	57,787	105.07%	66.67%	66,924	-13.65%
Use of Available Cash	1,000,000	0	0.00%	66.67%	0	0.00%
Antenna Lease	90,000	78,779	87.53%	66.67%	73,677	6.92%
TOTAL MISCELLANEOUS	\$1,175,000	\$173,680	14.78%	66.67%	\$180,202	-3.62%
TOTAL GENERAL FUND REVENUES	\$23,331,283	\$19,480,898	83.50%	66.67%	\$19,142,907	1.77%

MONTHLY FINANCIAL REPORT - MAY 2017

	FY 2017 BUDGET	THROUGH 5/31/2017	THROUGH 5/31/2016	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
% OF CURRENT TAX ROLL COLLECTED	99.0%	98.12%	98.50%	-0.38%	-0.39%
RESIDENTIAL BLDG PERMITS	160	97	114	(17)	-14.91%
COMMERCIAL BLDG PERMITS	8	1	5	(4)	-80.00%
CITATIONS ISSUED	11,000	5,064	5,624	(560)	-9.96%

GENERAL FUND EXPENSES

	FY 2017 BUDGET	EXPENDED THROUGH 5/31/2017	PERCENT OF BUDGET EXPENDED	PERCENT OF FISCAL YEAR COMPLETE	BUDGET REMAINING
City Council	\$174,289	\$159,593	91.57%	66.67%	\$14,696
City Manager	624,048	373,109	59.79%	66.67%	250,939
City Secretary	224,481	141,685	63.12%	66.67%	82,796
Finance	529,806	351,723	66.39%	66.67%	178,083
Legal	200,000	96,622	48.31%	66.67%	103,378
Engineering	458,973	228,156	49.71%	66.67%	230,817
Economic Development	199,828	118,389	59.25%	66.67%	81,439
Building Inspection	407,041	270,944	66.56%	66.67%	136,097
Community Development	419,589	242,561	57.81%	66.67%	177,028
Fire	4,546,827	3,022,852	66.48%	66.67%	1,523,975
Police	4,702,861	3,140,376	66.78%	66.67%	1,562,485
Parks	1,286,061	672,703	52.31%	66.67%	613,358
Recreation	387,316	210,464	54.34%	66.67%	176,852
Street Maintenance	4,025,593	3,352,402	83.28%	66.67%	673,191
Library	724,703	414,264	57.16%	66.67%	310,440
Communications	59,281	25,311	42.70%	66.67%	33,970
Colleyville Center	385,898	243,353	63.06%	66.67%	142,545
Human Resources	320,339	193,975	60.55%	66.67%	126,364
Municipal Court	419,415	241,075	57.48%	66.67%	178,340
Fleet Services	237,505	144,261	60.74%	66.67%	93,244
Facility Services	526,877	327,346	62.13%	66.67%	199,531
Information Services	908,598	547,653	60.27%	66.67%	360,945
Non Departmental	953,559	574,069	60.20%	66.67%	379,490
Capital Equipment Reserve	402,000	402,000	100.00%	66.67%	0
Compensation Adjustment	204,873	0	0.00%	66.67%	204,873
TOTAL EXPENSES	\$23,329,761	\$15,494,886	66.42%	66.67%	\$7,834,875

MONTHLY FINANCIAL REPORT - MAY 2017

UTILITY FUND

REVENUE SOURCE	FY 2017 BUDGET	RECEIVED AS OF 5/31/2017	PERCENT OF BUDGET RECEIVED	PERCENT OF FISCAL YEAR COMPLETE	RECEIVED AS OF 5/31/2016	PERCENT CHANGE OVER PRIOR YEAR
Water Sales	\$10,869,131	\$6,111,202	56.23%	66.67%	\$5,721,438	6.81%
Sewer Sales	3,650,000	2,544,704	69.72%	66.67%	2,431,620	4.65%
Sewer Installation	15,000	9,900	66.00%	66.67%	11,800	-16.10%
Water Installation	42,000	24,410	58.12%	66.67%	35,980	-32.16%
Engineering Charges	5,000	24,071	481.41%	66.67%	37	0.00%
Penalties	237,000	148,770	62.77%	66.67%	181,495	-18.03%
Sale of Material	0	3,137	100.00%	66.67%	0	100.00%
Miscellaneous	13,000	29,908	230.06%	66.67%	17,797	68.05%
TOTAL OPERATING INCOME	\$14,831,131	\$8,896,102	59.98%	66.67%	\$8,400,168	5.90%
Interest Income	\$25,000	\$31,008	124.03%	66.67%	\$19,931	55.58%
Use of Available Cash	750,000	0	0.00%	66.67%	0	0.00%
TOTAL NON-OPERATING INCOME	\$775,000	\$31,008	4.00%	66.67%	\$19,931	55.58%
TOTAL INCOME	\$15,606,131	\$8,927,110	57.20%	66.67%	\$8,420,099	6.02%

	THROUGH 5/31/2017	THROUGH 5/31/2016	TOTAL INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
GALLONS OF WATER SOLD	1,247,180,000	1,159,596,800	87,583,200	7.55%
NUMBER OF WATER CUSTOMERS	9,927	9,782	145	1.48%

UTILITY FUND EXPENSES

	FY 2017 BUDGET	EXPENDED THROUGH 5/31/2017	PERCENT OF BUDGET EXPENDED	PERCENT OF FISCAL YEAR COMPLETE	BUDGET REMAINING
Billing	\$426,102	\$240,933	56.54%	66.67%	\$185,169
Operations	13,095,348	5,772,361	44.08%	66.67%	7,322,987
Utility Support	1,237,273	668,309	54.01%	66.67%	568,964
Non-Departmental	320,803	6,971,584	2173.17%	66.67%	(6,650,781)
Debt Service	359,900	356,475	99.05%	66.67%	3,425
Compensation Adjustment	28,208	0	0.00%	66.67%	28,208
Transfers	44,286	125,386	283.13%	66.67%	(81,100)
TOTAL EXPENSES	\$15,511,920	\$14,135,047	91.12%	66.67%	\$1,376,873

Note: Non-Departmental includes transfers of \$6,908,875.93 for Fund 039 (Utility Capital).

Operating expenditures were \$7,353,577.46 excluding transfers, with 47.41% expended to date.

Budgeted transfers of \$44,286 for an internal loan for vactor truck, and \$81,100 for capital projects.

Monthly Financial Report

City Council Meeting
June 20, 2017

Purpose & Background



- Charter requirement, per Section 9.06 (B)

“The City Manager shall submit to the City Council at its second formal meeting each month the financial condition of the City by budget items, budget estimates versus accruals for the preceding month and for the fiscal year to date. Such records are to be made public by the City Council during open meeting.”
- The purpose of this presentation is to:
 - Review the Monthly Financial Report included in the agenda packet,
 - Provide comments and explanation on the different components, and
 - Highlight items of significance.

Measurement Basis



- Budget (expenditure) amounts are what is authorized by the City Council
- The Monthly Financial Report compares actual activity vs. budget
 - Reflective of cash transactions
 - Are revenues coming in as expected, to be able to fund the amount of expenditures in the adopted budget?
 - Are expenditures trending as expected?
- The Monthly Financial Report provides the most helpful information to understand the City's financial position, similar to an income statement in the private sector.
- In governmental accounting, there is less focus on the balance sheet, which is prepared annually to record changes in position based on the activity that year and also reflects increases/decreases due to things like developer contributions or depreciation (that are not cash transactions like those revenues and expenditures shown from a budgetary basis).

General Fund Revenues for May



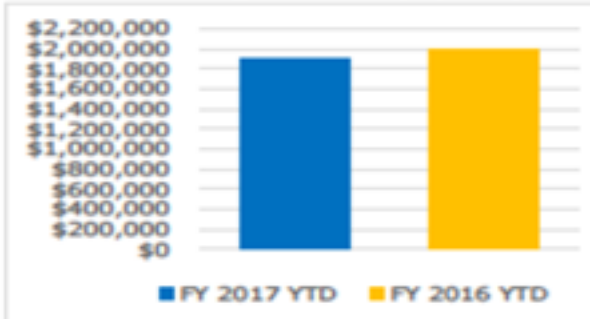
Monthly Financial Report: May 2017 General Fund Revenues

Ad Valorem Taxes
FY 2017 Budget: \$13,343,370



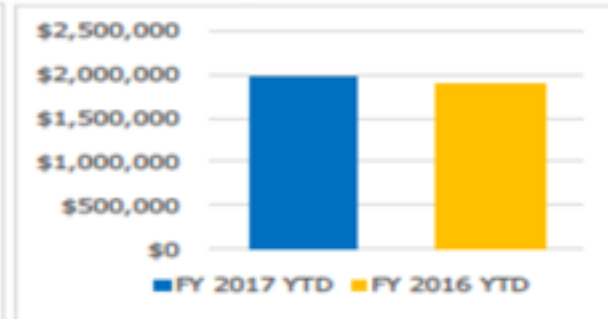
% Change FY/FY: 4.72%
- Based on 2016 property values
- Most collections in Dec., Jan., & Feb.

Franchise Fees
FY 2017 Budget: \$2,115,000



% Change FY/FY: -4.49%
- Use of City ROW by utilities
- Gas, Electricity, Telecom., Cable, Waste

Sales Taxes
FY 2017 Budget: \$3,665,000



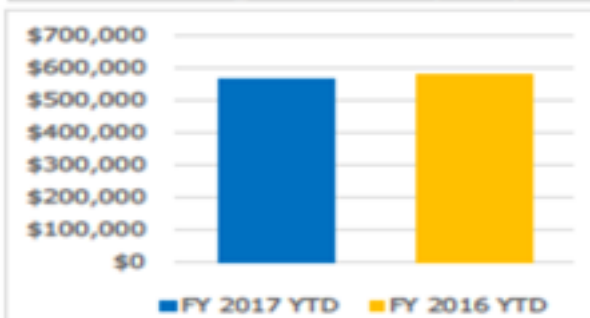
% Change FY/FY: 3.91%
- Receipts are from sales 2 months prior
- Also includes mixed beverage tax

Licenses & Permits
FY 2017 Budget: \$931,500



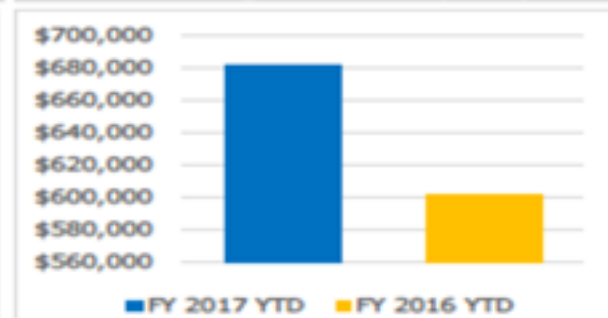
% Change FY/FY: -23.23%
- Building, plumbing, mechanical, fence, electrical, sign, etc. permit fees

Fines
FY 2017 Budget: \$874,420



% Change FY/FY: -2.56%
- Includes fines from citations, alarm fees, and library fines

Charges for Service
FY 2017 Budget: \$900,300

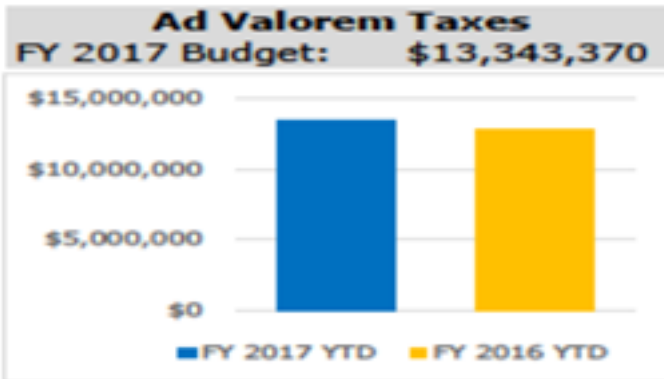


% Change FY/FY: 13.33%
- Includes zoning, ambulance, parks/rec., engineering, & Colleyville Center charges

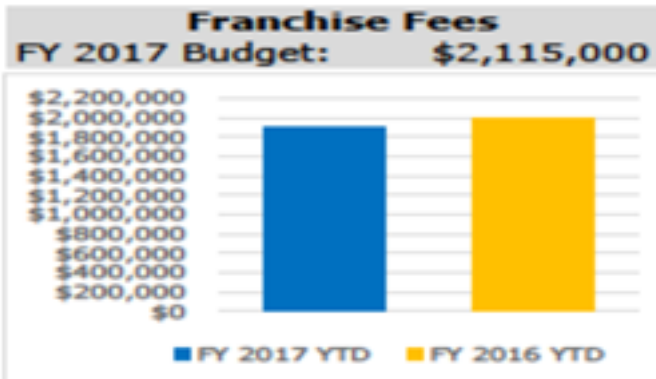
General Fund Expenditures for May



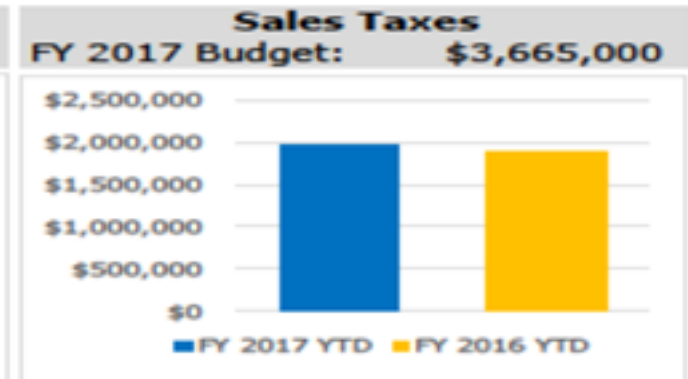
Monthly Financial Report: May 2017 General Fund Revenues



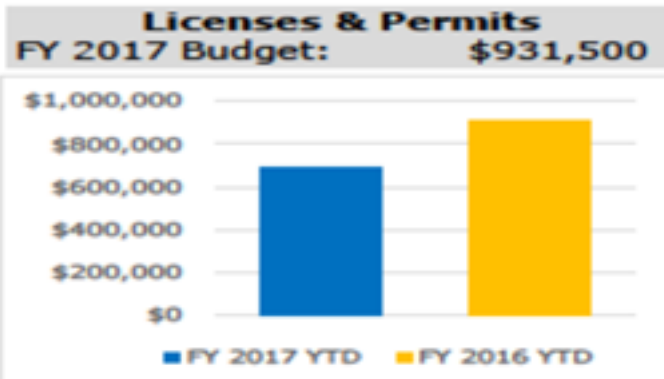
% Change FY/FY: 4.72%
 - Based on 2016 property values
 - Most collections in Dec., Jan., & Feb.



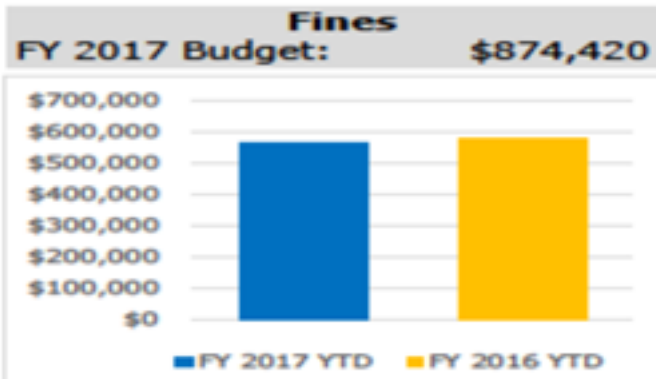
% Change FY/FY: -4.49%
 - Use of City ROW by utilities
 - Gas, Electricity, Telecom., Cable, Waste



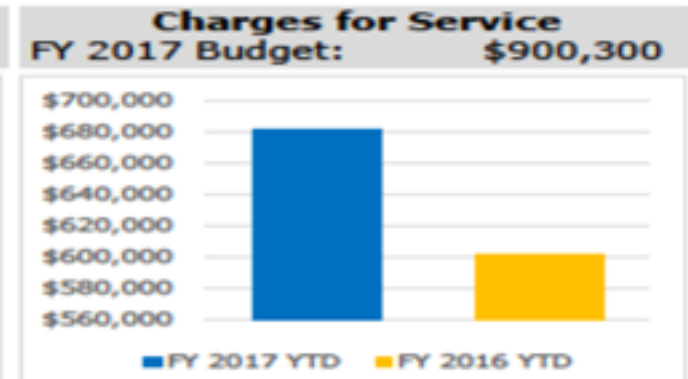
% Change FY/FY: 3.91%
 - Receipts are from sales 2 months prior
 - Also includes mixed beverage tax



% Change FY/FY: -23.23%
 - Building, plumbing, mechanical, fence, electrical, sign, etc. permit fees



% Change FY/FY: -2.56%
 - Includes fines from citations, alarm fees, and library fines



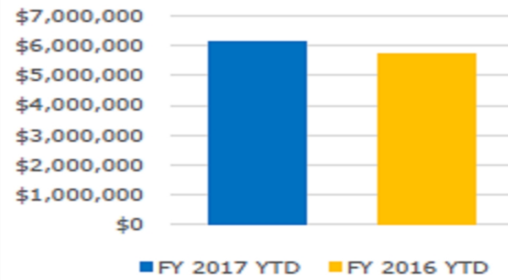
% Change FY/FY: 13.33%
 - Includes zoning, ambulance, parks/rec., engineering, & Colleyville Center charges

Utility Fund Review



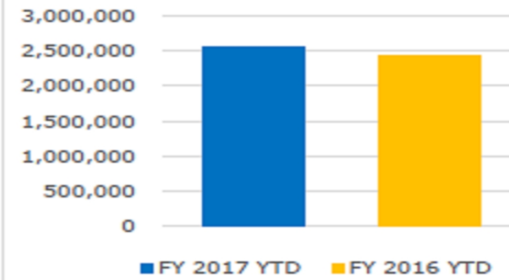
Monthly Financial Report: May 2017 Utility Fund

Water Sales



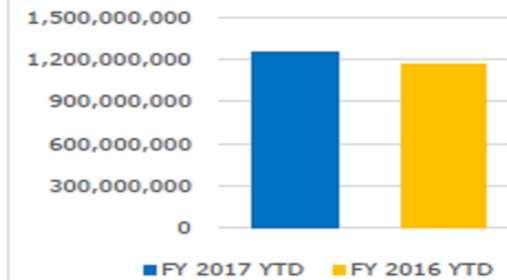
% Change FY/FY: 6.81%

Wastewater Sales



% Change FY/FY: 4.65%

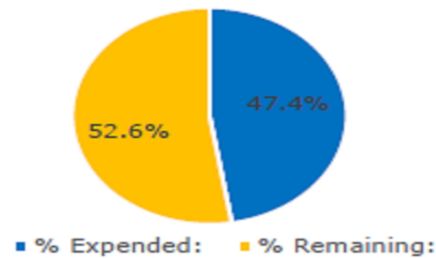
Gallons of Water Sold



% Change FY/FY: 7.55%

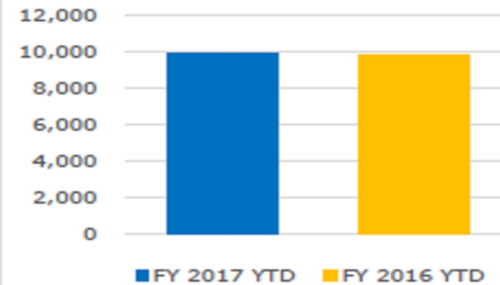
Utility Fund Expenditures

FY 2017 Budget: \$15,511,920
% Expended: 47.4%
% Remaining: 52.6%



Number of Water Customers

FY 2017 YTD: 9,927
FY 2016 YTD: 9,782



% Change FY/FY: 1.48%

Notes

Rainfall totals (in inches):
Oct 16-May 17 17.69
Oct 15-May 16 40.27



City of Colleyville City Council Agenda Briefing

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

Agenda Number

Agenda Date 06/20/2017

Type Presentation

Department City Manager

Title

Update on the SH26 Project

Explanation

State Highway 26 Project Coordinator James Hubbard, will provide an update on the SH26 Project including recent activity, anticipated activity, and outreach efforts.

Attachments

1. SH26 Presentation

State Highway 26 Project

Quarterly Update
Q2 - 2017

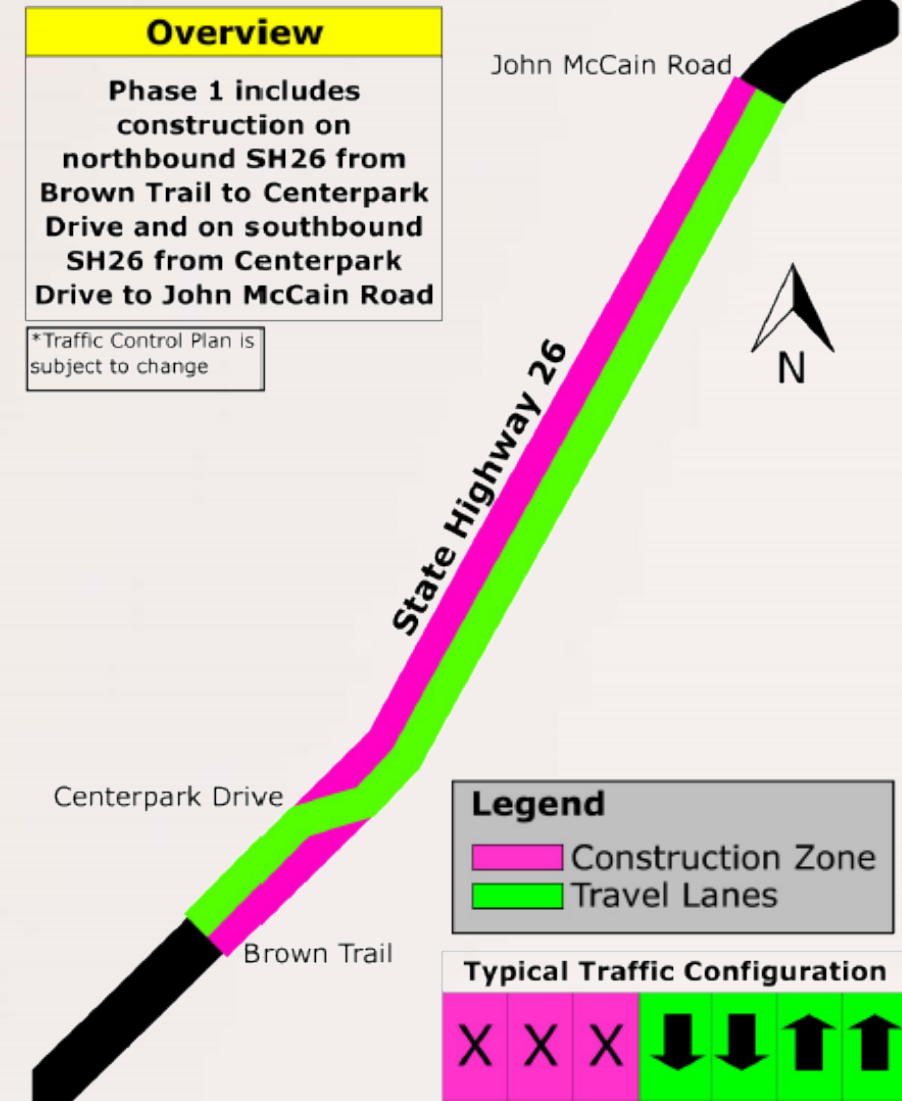


Q2 Progress



- All temporary traffic signals installed
- Phase 1 – Step 1 traffic shifts completed at:
 - Brown Trail, Centerpark Drive, Glade Road, Church Street, Hall-Johnson Road
- Installation of storm pipe and inlets
- Closure of Main Street for reconstruction
- Milling of southbound lanes
- Excavation and grading of southbound lanes
- Bridge piers, columns, and bent caps

- Continuance of Phase 1 construction
- Traffic shifts at Tension Parkway and Tuscan Drive
- Bridge beams expected week of June 26
- Stabilization and asphalt in the construction zone
- Steel and concrete paving of southbound lanes
- Reconstruction of Main Street at SH26
- Box culvert at Pleasant Run Creek





Outreach – as of 6.15.17



SH26Project.com

15 Updates
1321 Page Views
1055 Unique Page Views

Text Alerts

9 Messages Sent
82 New Subscribers
499 Total Subscribers

Email Alerts

9 Emails Sent
34 New Subscribers
274 Total Subscribers

Outreach Meetings

3 HOA
4 Club/Organization/Event
3 Business Meetings
270 Approx. Attendees

Site/Business Visits

40+ Site Visits

Business Support

Cash Mobs
Featured Business of the Month
Business Meetings



Notable Items



- Signal timing
- Construction phasing
- Next Business Meeting
 - Thursday, September 7
 - Colleyville Center
 - 9:00 a.m.



Stay Informed



www.SH26Project.com

Text **SH26** to **48421** to subscribe to
project text alerts

James Hubbard

State Highway 26 Project Coordinator

jhubbard@colleyville.com

817.503.1114



City of Colleyville City Council Agenda Briefing

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

Agenda Number 10

Agenda Date 06/20/2017

Number

Type Report

Department City Secretary

Title

Planning and Zoning Commission Minutes - May 8, 2017

Attachments

1. Planning and Zoning Commission Minutes - May 8, 2017



City of Colleyville Planning and Zoning Commission Minutes

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

Monday, May 8, 2017

City Council Chambers

CALL MEETING TO ORDER

The City of Colleyville Planning and Zoning Commission meeting was called to order by Chairman Dodson on May 8, 2017, at 7:05 p.m.

Roll Call

Present: Commissioners Susan Mathisen, Sam van Bever, George Dodson, John Frazier, and Jason Elms

Absent: Commissioners Veronica Baughman and Charles Kelley

Staff Present: Ben Bryner, Shane Pace, Fire Chief Brian Riley, Oscar Chavez, Taylor Schauwecker, Eddie Tangadunrat, Robert McKeown, Araceli Botello, and Assistant City Attorney Evan Fisher

1. APPROVAL OF MINUTES

Commissioner Mathisen made a motion to approve the April 10, 2017 minutes as corrected. Commissioner Frazier seconded.

The motion to approve carried by the following vote:

Aye: 5 – Mathisen, van Bever, Dodson, Frazier, and Elms

Absent: 2 – Baughman and Kelley

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

There were no citizen comments/presentations regarding items not on the agenda.

3. PUBLIC HEARING AGENDA ITEMS

- 3a** Consideration of a zoning change from AG–Agricultural zoning district to the R-20-Single Family Residential zoning district on Tract 2A, Abstract 1692, in the Joseph White Survey, located at 816 Shelton Drive, Case ZC17-003

Commissioner Elms recused himself from the meeting.

Shane Pace presented the case and briefed the Commission.

Commissioner Mathisen questioned staff regarding the zoning compatibility of the subject property. Staff responded that in land area, size, and shape, the subject property falls within the required parameter of the R-20 zoning district. Staff added the Agricultural zoning district requires of minimum of three acres, a larger lot width, and depth, and the subject property is significantly smaller for these requirements.

Chairman Dodson questioned staff regarding the subject property being grandfathered. Staff responded stating to potentially establish lot of record status, a deed record prior to May of 1978 describing the exact current property boundaries, would have to be provided. Staff added a lot of record has not been provided to date.

Commissioner Frazier questioned staff regarding building on the subject property under the current zoning. Staff responded the subject property cannot be built on without providing some documentation such as lot of record. Commissioner Frazier questioned staff regarding building on the subject property would be permitted through providing the lot of record or approval by the Commission for the R-20 zoning district request. Staff confirmed.

Commissioner Mathisen questioned staff regarding the building requirements for the Agricultural and R-20 zoning districts. Staff responded the Agricultural zoning district allows for a maximum of 20 percent lot coverage and the R-20 district allows for a maximum of 30 percent coverage. Staff added there is a 4,000 to 6,000 square foot difference on the subject property's lot coverage in the Agricultural and R-20 zoning district.

Commissioner Frazier questioned staff regarding the building side yard setbacks for Agricultural and R-20 zoning district. Staff responded the R-20 zoning district requires 10 feet and the Agricultural zoning district requires 25 feet. Commissioner Frazier made a notation on the plat exhibit showing the subject property's 30 feet front and side yard setbacks. Staff responded that the subject property is a corner lot and a 30 foot setback is required for the side and front yard setback on an R-20 zoning district. Discussion continued regarding the Agricultural and R-20 zoning district's requirements.

Commissioner Frazier questioned staff regarding the letter submitted by the property owner on 1614 Pleasant Run Road. Staff responded the letter addresses the property at 1614 Pleasant Run Road which was zoned Agricultural and requested a zoning change to the R-20 zoning district in 2014. Staff noted the property's gross area was 19,000 square feet. Staff

added that through lot of record, the property was granted to remain as Agricultural by the Planning and Zoning Commission, with waivers for lot width and depth, waivers for 10 foot side setbacks, and 25 foot rear setback, and held to 20 percent maximum lot coverage.

The applicant, Jeff Avery, 1314 Worthington Street, Grapevine, came forward and briefed the Commission.

Commissioner Frazier questioned the applicant regarding designing the home on the subject property. Applicant responded he has not designed a home to build on the property yet, but it will be a one of kind custom home.

Chairman Dodson questioned applicant regarding selling the lot. Applicant responded he is representing the Estate in the zoning case, but has made an offer to buy the property.

Commissioner Frazier questioned the applicant regarding when the lots were conjoined. Applicant responded that he did not have the information with him, he would have to look for the information.

Surveyor Roger Hart, 6080 South Hulen, Fort Worth, came forward and briefed the Commission. The surveyor responded that the properties were part of an Estate split by the Stowe family many years ago and the properties were split by meets and bounds.

The public hearing was opened at 7:26 p.m.

James Day, 805 Shelton Drive, came forward and spoke in opposition to the case. Mr. Day addressed concerns regarding the front facing of the home, setback, and the consistency of the neighborhood zoning.

Donna Walker, 804 Shelton Drive, came forward and spoke in opposition to the case. Ms. Walker addressed concerns regarding the setbacks and the zoning of the property.

There being no others present wishing to speak, the public hearing was closed at 7:31 p.m.

Commissioner van Bever questioned staff regarding the Comprehensive Plan and fit for the area. Staff responded that the Comprehensive Plan speaks to the Future Land Use Map by designating Residential and Commercial Use. Staff added that the subject property is designated as Residential Use and is not changing to commercial, but remaining as is.

Commissioner Mathisen opened discussion regarding retaining the character of the neighborhoods as addressed in the Comprehensive Plan.

Commissioner Frazier made a motion to deny Case ZC17-003. Commissioner Mathisen seconded.

The motion to deny carried by the following vote:

Aye: 4 – Mathisen, van Bever, Dodson, and Frazier

Absent: 2 – Baughman and Kelley

3B 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 Easement, proposed Section 9.19 Private Utilities, and Chapter 14 – Engineering Design Standards, Section 14-175 Miscellaneous, and Case GC17-015

Commissioner Elms rejoined the meeting.

Ben Bryner presented the case and briefed the Commission.

Commissioner Frazier requested staff go over the amendments proposed by the Commission for the underground utilities proposal.

Staff noted the following amendments to the underground utility proposal as requested by the Commission:

The installations be placed along the rear of the property or screening for the utility boxes for visibility purposes.

Use or inclusion of fiber in the list of utilities

Temporary utility poles permitted for new development and during construction, but removed before final acceptance of the public utilities and streets or final improvements.

Commissioner Mathisen questioned staff regarding the time frame for temporary utility poles. Staff responded that temporary utility poles will have to be removed before Public Works accepts improvements.

Inclusion of definitions regarding different levels of lines, such as distribution, feeder, and transmission to be included in the ordinance.

Commissioner Elms made a notation to Item 7 (Section 9.19 Private Utilities) "All borings will be required to be completed by methods as

approved by the city”, replace the word “borings” with the words “perpendicular crossings”.

The public hearing was opened at 7:45 p.m.

There being no one present wishing to speak, the public hearing was closed at 7:45 p.m.

Commissioner Mathisen made a motion to table Case GC17-015 to the June 12, 2017 Planning and Zoning Commission Meeting. Chairman Dodson seconded.

The motion carried by the following vote:

Aye: 5 – Mathisen, van Bever, Dodson, Frazier, and Elms

Absent: 2 – Baughman and Kelley

6. ADJOURMENT

The meeting adjourned at 7:47 p.m.

The minutes were written and prepared by:



Araceli Botello

Planning Technician

The meeting minutes were approved on June 12, 2017 by a vote of 5-0.

RESOLUTION R-17-4147

**A RESOLUTION APPROVING CITY COUNCIL ACTION
UNDER BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
JUNE 20, 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 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

Christine Loven
Assistant City Secretary

Richard Newton
Mayor